
ASSET PURCHASE AGREEMENT

dated as of

_____, 2013

by and between

THE HARRISBURG AUTHORITY

and

LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of _____, 2013 by and between THE HARRISBURG AUTHORITY, a municipal authority created and existing under the laws of the Commonwealth of Pennsylvania ("Seller"), and the LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY, a municipal authority created and existing under the laws of the Commonwealth of Pennsylvania ("Buyer") and is joined and approved by the Receiver for the City of Harrisburg ("Receiver"). Buyer or Seller, or both, may be referred to in this Agreement as the "Party" or the "Parties" as the context of the usage of such term may require.

BACKGROUND

A. Seller owns an eight hundred (800) ton per day, three (3) unit, mass burn, waste processing, electric generation and ash disposal facility located in the City of Harrisburg and Swatara Township, Dauphin County, Pennsylvania (as further described in Section 2.01(b) herein, the "Facility").

B. The Facility consists of various assets including: (i) a facility that accepts MSW (as defined below) from public and private haulers; (ii) burners which incinerate the collected MSW and which generate steam (the "Mass Burn Facility"); (iii) a turbine which is powered by the steam to generate electricity for sale and associated electrical equipment (the "Electrical Plant") and (iv) an ash landfill at which resulting ash is disposed or temporarily stored prior to shipment to other landfills (the "Ashfill") and associated metal recovery and recycling operations.

C. The Facility is situated on an approximately fifty-nine and one-half (59.5) acre tract of Real Estate owned by Seller, as more particularly described on Exhibit B attached hereto, which Real Estate, together with all improvements (including the Improvements, as described in Section 2.01(b) herein, but excluding the Dauphin County Recycling Center) and all other real property interests of Seller comprising the Facility, may be referred to herein as the "Real Property".

D. Seller accepts, processes and disposes of MSW, generates steam and electricity and undertakes associated operations and activities at the Facility (collectively the "MSW Services"). For the purposes of clarity, the MSW Services do not include the off-site transportation of steam. In furtherance of the implementation of a fiscal recovery plan (the "Recovery Plan") for the City of Harrisburg developed by the Receiver, Seller desires to sell, transfer and assign, and Buyer desires to purchase, the assets relating to the MSW Services (including the Facility and the Real Property), for the consideration and on the terms and conditions set forth in this Agreement.

E. Seller also provides sewer and water services to the City of Harrisburg and surrounding municipalities (the "Water/Sewer Services"). For the avoidance of doubt, and as documented in this Agreement, Seller is not conveying, and Buyer is not receiving, any assets of Seller relating primarily to the Water/Sewer Services.

TERMS AND CONDITIONS

NOW, THEREFORE, with the foregoing Background incorporated by reference and in consideration of the representations, warranties, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, the Parties agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

Capitalized terms used and not otherwise defined in this Agreement have the meanings set forth in Exhibit A attached hereto and are incorporated herein (such definitions to be equally applicable to both the singular and plural forms of the terms defined). When a reference is made in this Agreement to Sections, subsections, Schedules or Exhibits, such reference is to a Section, subsection, Schedule or Exhibit of this Agreement unless otherwise indicated. The words "include", "includes" and "including", when used herein, are deemed in each case to be followed by the words "without limitation". The word "herein" and similar references mean, except where a specific Section or Article reference is expressly indicated, the entire Agreement rather than any specific Section or Article. The word "or" has, except as otherwise indicated, the inclusive meaning represented by the phrase "and/or". For purposes of this Agreement, the phrases "made available" or "provided to," when referring to information, documents or materials made available or provided to Buyer by or on behalf of Seller, shall include all information, documents and materials that are available to the public, located in the Dataroom (as defined herein) or otherwise provided to Buyer.

ARTICLE 2 PURCHASE AND SALE; PURCHASE PRICE; ADJUSTMENTS

2.01. Purchase and Sale of Acquired Assets. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase and acquire from Seller, free and clear of any Encumbrances other than Permitted Encumbrances, all of Seller's right, title, and interest in and to the Real Property and the Facility and all other tangible and intangible assets owned, leased or licensed by Seller used or useful to continuously and, in an uninterrupted fashion, operate the Facility and provide the MSW Services (collectively, the "Acquired Assets"), including but not limited to the following assets (but excluding the Excluded Assets as set forth in Section 2.02 below):

(a) the Real Estate (and other Real Property, to the extent so conveyable) by special warranty deed;

(b) the Facility including all buildings, structures (surface and subsurface), utilities and improvements located on, over or under the Real Estate, excluding the Dauphin County Recycling Center, but including (i) the Mass Burn Facility; (ii) the Electrical Plant; (iii) all other parts of the Facility; (iv) the DPW Facility, (v) the Ashfill (including but not limited to cells A1, B1, B2 and B3), (vi) the Dewatering and Drying Building and (vii) certain other associated site improvements related to the foregoing, including the MSW pits located on the

Real Estate and serving the Facility, and the EWRS (such items (i) through (vii), collectively, the "Improvements");

(c) to the extent not included as part of the foregoing, Seller's right, title and interest in all easements, appurtenances and other real property utilized or necessary for providing the MSW Services including, but not limited to, the operation of the Facility (including the roadways, access ways and other means of ingress and egress to and from the Facility);

(d) Seller's right, title and interest in the DCRC Ground Lease, and Seller's rights, if any, to the Dauphin County Recycling Center;

(e) the Contracts listed on Schedule 2.01(e) relating to MSW activities by private haulers (collectively, the "Third Party Hauler Agreements"); relating to the operation and management of the Facility (collectively, the "O&M Agreements"); or otherwise relating to the MSW Services including those Contracts entered into during the period between the date of this Agreement and the Closing Date that the Parties mutually agree in writing will be assumed by Buyer, (collectively, the "Assigned Contracts");

(f) the machinery, equipment, furniture, fixtures and tooling and other personal property primarily used or held for use in connection with the Facility or the MSW Services listed including those listed on Schedule 2.01(f) and located on the Real Property, whether or not affixed thereto;

(g) the spare parts, tools and consumable inventories of fuels, supplies, materials and spares primarily used or held for use in connection with the Facility or the MSW Services including those listed on Schedule 2.01(g) and located on the Real Property, whether or not affixed thereto;

(h) the motor vehicles and rolling stock used or held for use in connection with the Facility or the MSW Services listed on Schedule 2.01(h);

(i) that portion of the Steam Lines located within the boundaries of the Real Estate;

(j) the Governmental Permits listed on Schedule 2.01(j), to the extent such Governmental Permits are transferable under Law;

(k) the balance of any Closure Funds immediately prior to the Closing, provided that the transfer of Closure Funds shall be subject to Buyer's agreement to purchase all Ashfill cells located on the Real Estate and included in the Real Property without any further financial commitment from Seller or liability of any kind or nature, and with a return to Seller at Closing of any Unused Closure Funds;

(l) cash from Seller's bond indenture accounts ("Bond Indenture Funds") in an amount equal to the lesser of (i) Eight Million Dollars (\$8,000,000) or (ii) the remaining balance of such accounts;

(m) all assignable warranties, indemnities and guarantees given by third parties to the extent relating to the Acquired Assets;

(n) all of the following, to the extent in the possession of Seller: surveys, blue prints, drawings, plans and specifications (including structural, HVAC and mechanical plans and specifications), operation and maintenance manuals, as-built drawings, operating data, maintenance records, maps, equipment drawings, warranty information and other documentation relating to the Acquired Assets; and all soil tests and environmental assessments or reports relating to the Real Property; and such other existing books and records and documents used in connection with the performance and operation of the Facility or the MSW Services (all of the foregoing, the "Books and Records");

(o) (i) the software developed or licensed by Seller relating to the operation and management of the Facility and the MSW Services as described on Schedule 2.01(o); (ii) to the extent assignable, all patent or other intellectual property rights required to use the technology and processes in the Facility, including the Mass Burn Facility, (iii) any Barlow patents (consisting of Patent Nos. 6,665,304; 5,044,288; and 4,955,296) and (iv) other proprietary or trade secret information disclosed on Schedule 2.01(o), to the extent Seller has rights to the same (collectively, the "Acquired IP");

(p) the right or interest of Seller in any and all pending or approved applications for state or federal grants relating to the Facility and the MSW Services, including that certain Eight Million Dollar (\$8,000,000) Redevelopment Assistance Capital Program grant from the Commonwealth of Pennsylvania Department of Community and Economic Development (the "RACP Grant"); and

(q) all MSW contained in the Facility pit on the Closing Date.

2.02. Excluded Assets. Seller is not selling or transferring any right or interest in, and Buyer is not purchasing or assuming any obligations with respect to, the following assets (collectively, the "Excluded Assets");

(a) Except as set forth in Section 2.01(l) (the Bond Indenture Funds) and Section 2.01(k) (Closure Funds), all cash, bank accounts, marketable securities, instruments and other investments or deposits of Seller or in which Seller may have an interest including Unused Closure Funds;

(b) all accounts and notes receivable of Seller (billed or unbilled), as of the Closing Date;

(c) any payment rights relating to or arising from the Facility as of the Closing Date to all of Seller's billed or unbilled trade accounts receivables for MSW Services provided on or prior to the Closing Date;

(d) all other receivables relating to the Facility that are accrued, booked, or earned as of the Closing Date;

(e) all pre-paid expenses, refunds and any security deposits or other deposits to the extent not specifically relating to the Facility or the MSW Services;

(f) all insurance policies of Seller, whether or not related to the Facility, any refunds paid or payable in connection with the cancellation or discontinuance of any insurance policies and any claims made or to be made under any such insurance policies, including any and all proceeds thereof, except to the extent such claims relate to loss or damage to the Acquired Assets occurring prior to Closing and Seller has not already accrued or incurred expense and/or paid to repair or replace such damages or losses;

(g) all assets used primarily in connection with the corporate functions of Seller, including corporate charter, all documents subject to the attorney-client privilege, identification numbers, records, seals and minute books;

(h) except for rights under warranties, indemnities and guarantees for unasserted claims as described in Section 2.01(m), all claims of Seller, whether known or unknown, fixed or contingent, against third parties to the extent not arising from or relating to the Acquired Assets, or the MSW Services;

(i) all Intellectual Property not otherwise expressly conveyed to Buyer under Section 2.01(o);

(j) those "artifacts" and other excluded items located on the Real Property described on Schedule 2.02(j) attached hereto;

(k) that portion of the Steam Lines not located within the boundaries of the Real Estate;

(l) all rights in connection with, and assets of, the Employee Plans;

(m) any and all tangible or intangible assets relating primarily to Water/Sewer Services or as otherwise expressly set forth on Schedules 2.01(e) through (j) (for clarity, these Excluded Assets and services do not include the EWRS, which is an Acquired Asset);

(n) any personal property owned by third parties including, but not limited to, the City, whether or not located in, or related to, the Facility (it being understood that, to the extent Seller has any rights with respect to personal property owned by third parties that primarily are used in operation of the Facility or providing the MSW Services, such rights shall be Acquired Assets);

(o) the property owned by Covanta as listed on Schedule 2.02 (o) attached hereto; and

(p) the Dauphin County Recycling Center to the extent owned by the County.

The parties acknowledge and agree that Seller is only conveying to Buyer those certain tangible and intangible assets owned by Seller that are used or useful in connection with the operation of the Facility and the MSW Services, that Seller is not conveying to Buyer any of the

Excluded Assets and that, following Closing (as defined below), Buyer will not have any right, title or interest in or with respect to the Excluded Assets.

2.03. Purchase Price. Subject to the terms and conditions of this Agreement, the base purchase price for the Acquired Assets shall be One Hundred Thirty Million Seven Hundred Thirty-Six Thousand Three Hundred Sixty-Five Dollars (\$130,736,365) (the "Base Purchase Price"), as may be adjusted by the purchase price adjustment pursuant to Section 2.06 and Section 2.08 (the Base Purchase Price, as so adjusted, being referred to as the "Purchase Price").

2.04. Deposit and Escrow Agreement. On the date of this Agreement, Buyer shall post with Escrow Agent the Deposit. At Closing, the Deposit shall be applied against the Purchase Price. Interest and any other income earned from the investment of the Deposit shall be paid to the Party entitled to receive the Deposit pursuant to this Agreement and the Escrow Agreement and, if paid to Seller, shall also be applied against the Purchase Price.

2.05. Payment of the Purchase Price and Closing Payments.

(a) At Closing, subject to the terms and conditions set forth in this Agreement, in accordance with the Closing Statement, Buyer shall pay the Purchase Price less the Deposit to Seller or Seller's designee in consideration for the Acquired Assets.

(b) All such payments of the Purchase Price to Seller or Seller's designee at Closing shall be made by wire transfer of immediately available funds on the Closing Date to such accounts designated by Seller in a writing given at least two (2) Business Days prior to the Closing Date.

(c) The Purchase Price will be funded by a Five Million Dollar (\$5,000,000) equity contribution from Buyer (including the Deposit), the Twenty Four Million Dollar (\$24,000,000) Subordinate Note, and the balance from the Net Proceeds of the Acquisition Bonds.

(d) The Purchase Price will be paid at Closing in accordance with an agreed upon Closing Statement. It is anticipated that at Closing, among other payments, the vendors set forth on Schedule 7.01(k) shall be paid an amount agreed upon by such vendors and Seller (and the Receiver).

2.06. Purchase Price Adjustments.

(a) Acquisition Bonds. The Net Proceeds of the Acquisition Bonds will be an amount sufficient to fund the Purchase Price (i) less the sum of the Five Million Dollars (\$5,000,000) in Buyer equity and the Twenty Four Million Dollar (\$24,000,000) Subordinate Note, and (ii) plus the sum of Buyer's DSRF, Seller's Closing Costs; and Buyer's Costs of Issuance. As set forth in Buyer's Pricing Model, the Base Purchase Price is established assuming Buyer's issuance of twenty (20) year municipal bonds (the "Acquisition Bonds") yielding Net Proceeds of One Hundred Fourteen Million, Four Hundred Twenty-One Thousand, Twenty Two Dollars (\$114,421,022) ("Base Bond Amount") and having a True Interest Cost of Four and Fifty-Nine Hundredths percent (4.59%) (the "Base TIC"). In the event that the True Interest Cost on the date Buyer's bonds are priced ("Pricing Date TIC") is higher or lower than

the Base TIC, the Purchase Price shall be adjusted, on a dollar to dollar basis, to reflect adjustments to the Base Bond Amount. Such adjustment to the Base Bond Amount will be made so that the actual, annual debt service payment requirements by Buyer using the Pricing Date TIC result in annual debt service coverage no greater in any year than as set forth in Buyer's Pricing Model. The determination of the required adjustment, if any, to the Base Bond Amount (and, in turn, to the Purchase Price) will be made using the same methodology contained in Buyer's Pricing Model. The adjustment to the Base Bond Amount (and, in turn, the Purchase Price) shall be reasonably determined in good faith by Buyer and its financial advisors, and shall be subject to the good faith written approval of Seller, Receiver and their financial advisors, which approval shall not be unreasonably withheld or delayed.

(b) Transferred Cash. The Base Purchase Price assumes that, in accordance with Section 2.01(1) above, Seller transfers up to Eight Million Dollars (\$8,000,000) of cash from the Bond Indenture Funds, to Buyer. The Purchase Price will be reduced, on a dollar for dollar basis, to the extent that the actual cash transferred from Seller to Buyer at Closing is less than Eight Million Dollars (\$8,000,000). The Base Purchase Price assumes that the Closure Funds will equal or exceed the amount required by DEP for such closure funding under its bonding worksheets. If DEP approval has not been obtained (and, correspondingly, DEP has not finally determined the amount) before Closing, the amount of the Closure Funds will be determined by ARM Group (or other reputable engineering firm) under DEP's bonding worksheets and will be subject to the good faith, reasonable approval of Seller and the Receiver. The Purchase Price will be reduced, on a dollar-for-dollar basis, to the extent the Closure Funds are less than the amount required for such closure funding, as determined pursuant to the preceding two sentences. The Base Purchase Price assumes that the RACP Grant will be in the amount of Eight Million Dollars (\$8,000,000).

(c) Condition of the Acquired Assets. Neither Buyer's due diligence investigation nor the Independent Engineer's Report have identified significant Acquired Asset issues comprising material defects. In the event of a change resulting in a Material Adverse Effect upon the condition of the Acquired Assets after the date of this Agreement, Buyer and Seller shall in good faith negotiate an appropriate Purchase Price adjustment; provided, that no adjustment shall be made unless, and only to the extent that, the newly identified items exceed One Hundred Thousand Dollars (\$100,000) and in no event shall any Purchase Price adjustment exceed Three Million Dollars (\$3,000,000). If the adjustment would exceed Three Million Dollars (\$3,000,000), then Buyer shall have the right, exercisable by delivering written notice to Seller and Escrow Agent within ten (10) days after the determination of the scope of such adjustment, to either (i) terminate this Agreement, in which case neither Party shall have any further rights or obligations hereunder, and all funds (including the Deposit and all interest accrued thereon) and documents deposited in Escrow shall be returned to the Party depositing the same, or (ii) accept the Acquired Assets in with the Three Million Dollars (\$3,000,000) adjustment of the Purchase Price and proceed with the Closing.

2.07. Liabilities.

(a) Assumed Liabilities. On the Closing Date, Buyer shall assume only the obligations and Liabilities of Seller described below (collectively, the "Assumed Liabilities"):

(i) all Liabilities and obligations arising or accruing on or after the Closing Date under the Assumed Contracts;

(ii) Permitted Encumbrances relating to the Real Property;

(iii) all Environmental Liabilities related to the Acquired Assets;

(iv) all Liabilities and obligations relating to Environmental Permits or Governmental Permits, but not including for any fines or penalties for any breach of such permits arising or occurring prior to the Closing Date; and

(v) any and all other obligations and Liabilities of any kind or nature, known, unknown, accrued, absolute, fixed, contingent or otherwise, accruing or arising, on and after the Closing Date, from the MSW Services or the Acquired Assets.

(b) **Excluded Liabilities.** Other than the Assumed Liabilities, Buyer does not assume and shall not be liable for any obligations or Liabilities of Seller (collectively, the "Excluded Liabilities"), including but not limited to the following;

(i) all Liabilities and obligations of Seller arising or accruing before the Closing Date under the Assumed Contracts including amounts due to vendors under such agreements in connection with goods or services provided prior to the Closing Date;

(ii) all Liabilities and obligations of Seller related to its bonds, credit facilities and any other secured financings;

(iii) all Liabilities and obligations of Seller for Taxes that result from or have accrued in connection with the operation of the Facility by Seller prior to the Closing Date;

(iv) all Liabilities and obligations of Seller related to amounts due and owing to CIT prior to the Closing Date;

(v) all Liabilities and obligations of Seller that arise under Contracts, excluding the Assumed Contracts;

(vi) all Liabilities for fees and commissions of any broker, finder or financial advisor payable in connection with the Contemplated Transactions unless engaged by Buyer (for clarity, Seller is not assuming Liabilities for fees and commissions of any broker, finder or financial advisor payable in connection with the Contemplated Transactions unless either engaged by Seller or specifically agreed to by Seller in writing);

(vii) all Liabilities of Seller relating to or arising out of the Legal Proceedings described on Schedule 3.04 or any other Legal Proceeding against Seller, other than DEP Consent Orders under Section 7.02(f) and Liabilities assumed by Buyer under the Operating Agreement pursuant to Section 8.04(h);

(viii) all Liabilities arising out of or relating to the termination of employment, or provision of benefits to and compensation of, Seller's Employees, including

claims for any breach of contract or agreement, personal injury, discrimination, mass layoff or plant closing, harassment or wrongful discharge, unfair labor practice, claims for benefits (including claims arising under ERISA or workers' compensation laws), or other violation of or obligations under any employment Law arising solely out of events occurring on or prior to the Closing Date;

(ix) all Liabilities arising out of or relating to the Excluded Assets including the Water/Sewer Services; and

(x) all Liabilities and obligations relating to any fines or penalties for any breach of permits arising or occurring prior to the Closing Date.

2.08. Prorations and Settlement of Accounts.

(a) All accounts receivable and accounts payable, including utility bills, steam revenues, electric revenues and other invoices will be prorated as of the Closing Date. Revenues and expenses for goods and services rendered or received on and prior to the Closing Date shall be attributable to Seller, and revenues and expenses for goods and services rendered or received after the Closing Date shall be attributable to Buyer. The Parties agree to cooperate on and after the Closing Date to ensure that both amounts and invoices received after the Closing Date are promptly forwarded to the appropriate Party and/or are promptly and properly divided between the Parties. Not more than two (2) Business Days following the Closing Date, Seller and Buyer shall jointly send a letter to each of the obligors of accounts receivable related to the Acquired Assets and each Assumed Contract counterparty informing such obligor and counterparty of the transfer of the Acquired Assets to Buyer and instructing them to remit all payments and other items in respect of the Acquired Assets, and to deliver all invoices and bills in respect of the Assumed Liabilities, to Buyer. Seller shall provide such documentation as Buyer may reasonably request to substantiate all accounts receivable and accounts payable to be prorated pursuant to this Section 2.08(a).

(b) Within sixty (60) days after the Closing Date, the Parties shall jointly compute a net amount due from one Party to the other based on the settlement of accounts and proration of revenues and expenses contemplated in Section 2.08(a) (the "Net Adjustment Amount"). Within five (5) Business Days after the Net Adjustment Amount is finalized by the Parties, the Party owing such Net Adjustment Amount shall make payment by wire transfer of immediately available funds to the account designated in advance in writing by the Party entitled to receive the payment.

(c) Buyer and Seller shall use good faith efforts to resolve any disagreement or dispute involving the determination of the Net Adjustment Amount, including any disputes relating to the collectability of any accounts receivable. If the Parties are unable to resolve any dispute in determining the Net Adjustment Amount within the sixty (60) day period following the Closing Date as provided in Section 2.08(b), Buyer and Seller shall jointly designate a mutually agreeable accounting firm (the "Resolving Accounting Firm") to resolve the dispute and to make a determination of the Net Adjustment Amount. The Net Adjustment Amount as of the Closing Date, as finally determined pursuant to this Section 2.08(c) (whether by agreement of Seller and Buyer or by determination of the Resolving Accounting Firm), is referred to herein as

the "Final Net Adjustment Amount". The Resolving Accounting Firm's determination of the Final Net Adjustment Amount shall be final and binding on the Parties. Any amounts payable pursuant to this Section 2.08 shall be made not later than five (5) Business Days after the determination of the Final Net Adjustment Amount by wire transfer of immediately available funds to an account designated in advance in writing by the Party entitled to receive the payment. The cost and expense of the Resolving Accounting Firm shall be borne solely one half by Buyer and one half by Seller.

(d) After Closing, Buyer and Seller shall each, and shall cause their respective employees and agents to, provide the other Party, the other Party's accountants and the Resolving Accounting Firm, access at all reasonable times to their respective personnel and properties and all books and records relating to the MSW Services and the Acquired Assets and reasonably required in connection with the determination of the Net Adjustment Amount and/or the resolution of any disagreement or dispute under this Section 2.08. The terms of this Section 2.08 shall survive the Closing.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SELLER

Except as otherwise set forth in the Disclosure Schedules, Seller represents and warrants to Buyer as of the date of this Agreement and as of the Closing Date as follows:

3.01. Existence and Power. Seller is a municipal authority duly formed pursuant to the Municipality Authorities Act, validly existing and in good standing under the Laws of the Commonwealth of Pennsylvania and has all power and authority to own and lease its properties and assets and to carry on its operations as now conducted, subject to oversight by the Receiver.

3.02. Due Authorization; Enforceability.

(a) Subject to approval by the Receiver, Seller has all requisite power and authority to execute, deliver and perform its obligations under this Agreement and the other Transaction Documents to which it is a party and to consummate all of the Contemplated Transactions applicable to it. The execution, delivery and performance by Seller of this Agreement and the other Transaction Documents to which it is a party, and the consummation by Seller of the Contemplated Transactions applicable to it, are within Seller's powers and have been duly and validly authorized by all necessary action under Seller's Organizational Documents and applicable provisions of the Laws of the Commonwealth of Pennsylvania. This Agreement has been, and, as of the Closing Date, each other Transaction Document to which Seller is a party shall be, duly and validly executed and delivered by Seller. Except for matters to be resolved as provided in Article 7 of this Agreement, Seller is not aware of any proceeding, claim, or action that would prevent it from consummating all of the Contemplated Transactions applicable to it.

(b) This Agreement constitutes, and each other Transaction Document to which Seller is a party, when duly executed and delivered by the parties thereto and approved by the Receiver, shall constitute, a legal, valid and binding agreement of Seller enforceable against Seller in accordance with its terms, except as such enforcement is limited by bankruptcy,

insolvency and other similar Laws affecting the enforcement of creditors' rights generally and for limitations imposed by general principles of equity.

3.03. No Conflicts; Governmental Approvals. Except for the approval of the Receiver, the Commonwealth Court of Pennsylvania, and such other third party actions, consents or approvals to be satisfied or waived as a condition to the consummation of the Contemplated Transactions pursuant to Article 7 of this Agreement, or as otherwise as set forth on Schedule 3.03:

(a) the execution, delivery and performance by Seller of this Agreement and each other Transaction Document to which Seller is a party, and the consummation by Seller of the Contemplated Transactions applicable to it, do not, and shall not require any action, consent or approval of, or filing with, any Governmental Authority by or on behalf of Seller other than such consents, approvals or filings, the failure of which to be made or obtained would not have, or be reasonably expected to have, a Material Adverse Effect; and

(b) the execution, delivery and performance by Seller of this Agreement and each other Transaction Document to which Seller is a party, and the consummation by Seller of the Contemplated Transactions applicable to it, do not (i) contravene or conflict with the Organizational Documents of Seller, (ii) contravene or conflict with or constitute a violation of any provision of any Law binding upon or applicable to Seller or any of its respective properties or assets, (iii) require any consent, waiver or approval under, or constitute a default under or give rise to a right of termination, cancellation or acceleration of any right or obligation of Seller under any Contract binding upon Seller or any of its properties or assets or (iv) give rise to any right of first refusal, right of first offer, buy-sell right, option to purchase or other similar right of any Person with respect to any property or asset of Seller, except in each case as set forth in clauses (ii) through (iv) above, such event would not have, or be reasonably expected to have, a Material Adverse Effect.

3.04. Legal Proceedings. Except as set forth in Schedule 3.04, there are no claims, actions, suits or proceedings pending or, to the Knowledge of Seller, threatened by or against the MSW Services or the Acquired Assets or Seller related to the MSW Services or the Acquired Assets.

3.05. No Undisclosed Liabilities. To the Knowledge of Seller, except as set forth in Seller's Financial Statements, there are no material Liabilities of Seller relating to the MSW Services or the Acquired Assets, except for (a) Liabilities set forth on Schedule 3.05 or in the Material Contracts set forth on Schedule 3.06, (b) Liabilities incurred since Seller's Financial Statements in the ordinary course of business and made known to Buyer, (c) Liabilities for the fees and costs of attorneys, financial advisors, and consultants and other costs incurred in connection with the Contemplated Transactions, (d) Liabilities incurred under the terms of the Assigned Contracts, (e) Liabilities permitted under this Agreement and (f) Liabilities incurred in the ordinary course of business and which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Seller is not liable for federal, state or local income Taxes by reason of the sale of the Acquired Assets.

3.06. Material Contracts. True and complete copies of all Material Contracts, including all material amendments and modifications thereto, have been made available to Buyer and are listed on Schedule 3.06. Each Material Contract is in full force and effect and constitutes the valid, legal, binding and enforceable obligation of Seller and, to the Knowledge of Seller, of the counterparties thereto. Except as set forth on Schedule 3.06, neither Seller nor, to the Knowledge of Seller, any other party thereto, is in breach or default of any material terms or conditions of any Material Contract. Except as specifically set forth on Schedule 3.06, (i) no counterparty to any Material Contract has canceled, has threatened in writing to cancel or, to the Knowledge of Seller, intends to cancel any such Material Contract and (ii) there are no renegotiations underway with respect to, or, to the Knowledge of Seller, any attempts or requests to renegotiate, any Material Contract with any Person.

3.07. Zoning and Permits. Except as set forth in Schedule 3.07, (i) the Real Estate is currently zoned for the Facility and the MSW Services, (ii) to the Knowledge of Seller, Seller has all Governmental Permits necessary for it to operate the Facility and to conduct the MSW Services as are presently conducted and has made all required registrations or filings with any Governmental Authority relating the Governmental Permits, except where the absence thereof, either individually or in the aggregate, could not be reasonably expected to have a Material Adverse Effect, and a true and correct list of all such Governmental Permits is set forth on Schedule 3.07, (iii) all such Governmental Permits relating to the MSW Services or the Acquired Assets are valid and in full force and effect in all material respects and (iv) to the Knowledge of Seller, Seller is in compliance with all Government Permits except where the non-compliance would not have a Material Adverse Effect. Except as set forth in Schedule 3.07, no proceedings against Seller are pending or, to the Knowledge of Seller, threatened seeking the revocation or suspension of any Governmental Permits.

3.08. Labor Matters. Seller has no employment agreements, consulting agreements, retention agreements, severance agreements, termination agreements, collective bargaining agreements (or other agreements with any labor organization) or other employment related contracts to which Seller is a party or is bound which will remain in effect after the Closing relating to the Facility. Seller is not delinquent in payments to any individuals whose employment responsibilities primarily relate to the MSW Services or the Acquired Assets and who usually perform such responsibilities (the "Employees") for any wages, salaries or other direct compensation for any services performed for Seller as of the date hereof or, to the Knowledge of Seller, amounts required to be reimbursed to such Employees. Seller is in compliance with all applicable Laws and regulations respecting labor, employment, fair employment practices, terms and conditions of employment, occupational safety and health, and wages and hours with respect to the Employees except where the failure to so comply, either individually or in the aggregate, could not be reasonably expected to have a Material Adverse Effect.

3.09. Environmental Matters.

(a) Schedule 3.09 sets forth a true and correct list of all Environmental Permits. Except as set forth in Schedule 3.09(a), (i) to the Knowledge of Seller, Seller has all Environmental Permits necessary for it to provide the MSW Services and own the Acquired Assets and has made all required registrations or filings with any Governmental Authority

relating to the Environmental Permits except where the absence thereof, either individually or in the aggregate, could not be reasonably expected to have a Material Adverse Effect, (ii) all such Environmental Permits relating to the MSW Services or the Acquired Assets are valid and in full force and effect and (iii) to the Knowledge of Seller, Seller is in compliance with all Environmental Permits, except where non-compliance would not have a Material Adverse Effect. Except as set forth in Schedule 3.09(a), no proceedings against Seller are pending or, to the Knowledge of Seller, threatened seeking the revocation or suspension of any Environmental Permits. Except as set forth on Schedule 3.09(a), to the Knowledge of Seller, Seller is in compliance with all applicable Environmental Laws with respect to the MSW Services or the Acquired Assets, except where the failure to comply would not have a Material Adverse Effect.

(b) To the Knowledge of Seller, Seller has made available to Buyer true and complete copies of any environmental audits, reports and assessments concerning the MSW Services and the Acquired Assets that are in Seller's possession, including reports, studies, analyses and tests in the possession of Seller pertaining to any Hazardous Materials in, on or under the Real Property or concerning compliance of the Acquired Assets with Environmental Laws. Seller makes no representation or warranty concerning the information in such audits, reports or assessments or the accuracy or completeness of such items. Further, Buyer may not rely on such audits, reports or assessments.

(c) Except as set forth on Schedule 3.09(c), during the past five (5) years, Seller has not received any written notice relating to any violation by it of any Environmental Law relating to the MSW Services or the Acquired Assets.

(d) Except as set forth on Schedule 3.09(d), Seller has not submitted to any Governmental Authority or other Person any written notice identifying any Release on, under or from the Real Property.

(e) The attached Schedules reference various allegations made by Eric Epstein (the "Epstein Allegations"), as well as "Other Environmental Allegations" referenced (and defined) in Schedules 3.05 and 3.09 (the "Other Environmental Allegations"). The Epstein Allegations and Other Environmental Allegations are referenced to provide notice to Buyer that such allegations have been made, but Seller makes no admission, representation or disclosure that the Epstein Allegations and Other Environmental Allegations are true, correct or material.

3.10. Insurance. Set forth on Schedule 3.10 is a complete and accurate list of all current insurance policies of Seller relating to the MSW Services and the Acquired Assets. All such insurance policies are in full force and effect and, to the Knowledge of Seller, Seller is not in default with respect to its obligations under any such insurance policies. Seller has not received any written notice of the cancellation or termination of such policies.

3.11. Title to Assets. Except as otherwise set forth on Schedule 3.11, Seller owns good and marketable title to the Improvements and personal property included in the Acquired Assets, free and clear of any Encumbrances other than the Permitted Encumbrances or Encumbrances to be discharged at Closing or, if personal property is leased or licensed, such leases or licenses have been disclosed to Buyer.

3.12. Intellectual Property.

(a) Seller is the owner or licensee of all right, title and interest in and to the Acquired IP, free and clear of all Encumbrances, and has the right to use, without payment to a third party, all of the Acquired IP other than in respect of licenses listed on Schedule 3.12 as requiring on-going payments.

(b) Except as otherwise set forth on Schedule 3.12, Seller has not received any written notice that the Acquired IP infringes upon any intellectual property rights of any Person.

3.13. Brokers' Fees. Except as otherwise set forth on Schedule 3.13, no broker, finder, investment banker or other person is entitled to any brokerage fee, finder's fee or other commission from Buyer or the Purchase Price in connection with the Contemplated Transactions based on any arrangements made by Seller.

3.14. Condition of Facility. Except as authorized by Section 2.06(c) or Section 6.05, at Closing the condition of the Acquired Assets shall not have materially changed, ordinary wear and tear excepted, from their condition at the time of execution of this Agreement to a degree sufficient to cause a Material Adverse Effect.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as of the date of this Agreement and as of the Closing Date as follows:

4.01. Existence and Power. Buyer is a municipal authority duly formed pursuant to the Municipality Authorities Act, validly existing and in good standing under the Laws of the Commonwealth of Pennsylvania and has all power and authority to own, lease and operate its properties and assets and to carry on its business as now conducted.

4.02. Due Authorization; Enforceability.

(a) In accordance with its enabling authorities and Organizational Documents, Buyer has all power and authority to execute, deliver and perform its obligations under this Agreement and the other Transaction Documents to which it is a party and to consummate all of the Contemplated Transactions applicable to it in order to purchase, own, and acquire the Acquired Assets. The execution, delivery and performance by Buyer of this Agreement and the other Transaction Documents to which it is a party, and the consummation by Buyer of the Contemplated Transactions applicable to it, are within Buyer's powers and have been duly and validly authorized by all necessary action under Buyer's Organizational Documents and applicable provisions of the Laws of the Commonwealth of Pennsylvania. This Agreement and the Escrow Agreement have been, and as of the Closing Date, each other Transaction Document to which Buyer is a party shall be, duly and validly executed and delivered by Buyer. Except for matters to be resolved as provided in Article 7 of this Agreement, Buyer is not aware of any proceeding, claim, or action that would prevent it from acquiring the Acquired Assets.

(b) This Agreement constitutes, and each other Transaction Document to which Buyer is a party, when duly executed and delivered by the parties thereto, shall constitute, a legal, valid and binding agreement of Buyer enforceable against Buyer in accordance with its terms, except as such enforcement is limited by bankruptcy, insolvency and other similar Laws affecting the enforcement of creditors' rights generally and for limitations imposed by general principles of equity.

4.03. No Conflicts.

(a) The execution, delivery and performance by Buyer of this Agreement and each other Transaction Document to which Buyer is a party, and the consummation by Buyer of the Contemplated Transactions applicable to it, do not and shall not require any action, consent or approval of, or filing with, any Governmental Authority by or on behalf of Buyer other than such consents, approvals or filings, the failure of which to be made or obtained would not have, or be reasonably expected to have, a Material Adverse Effect.

(b) The execution, delivery and performance by Buyer of this Agreement and each other Transaction Document to which Buyer is a party, and the consummation by Buyer of the Contemplated Transactions applicable to it do not (i) contravene or conflict with the Organizational Documents of Buyer, (ii) contravene or conflict with or constitute a violation of any provision of any Law binding upon or applicable to Buyer or any of its properties or assets, (iii) require any consent, waiver or approval or constitute a default under or give rise to a right of termination, cancellation or acceleration of any right or obligation of Buyer under any Contract binding upon Buyer or any of its properties or assets or (iv) result in the creation or imposition of any Lien on any property or asset of Buyer which would prohibit Buyer from consummating the Contemplated Transactions or performing any of Buyer's obligations hereunder.

4.04. No Brokers. No broker, finder, investment banker or other person is entitled to any brokerage fee, finder's fee or other commission in connection with the Contemplated Transactions based on any arrangements made by Buyer.

4.05. Financial Ability. Buyer has sufficient cash and, to the Knowledge of Buyer, financial ability to issue the Acquisition Bonds in the Base Bond Amount so that at Closing Buyer is able to pay in cash the Purchase Price in accordance with the terms of Article 2 of this Agreement and any other amounts to be paid by Buyer hereunder.

4.06. No Litigation. There are no actions pending or, to the Knowledge of Buyer, threatened which challenge the enforceability or validity of this Agreement and Buyer's ability to enter into this Agreement, or seek to enjoin or prohibit the consummation of the transactions contemplated hereby. Buyer is not subject to any judgment, decree, injunction or order of any Governmental Authority which would materially impair Buyer's ability to consummate the transactions contemplated hereby.

4.07. Independent Investigation.

(a) Buyer has conducted, and continues to conduct, its own independent due diligence investigation, review and analysis of the MSW Services and the Acquired Assets and acknowledges that it has been provided adequate access to the personnel, properties, assets,

premises, books and records, and other documents and data of Seller for such purpose. In making its decision to enter into this Agreement and to consummate the Contemplated Transactions, Buyer has relied, and will continue to rely, solely upon its own investigation and the express representations and warranties of Seller made in this Agreement and neither Seller nor any other Person has made any representation or warranty as to Seller, the Acquired Assets or this Agreement, except as expressly set forth herein.

(b) Neither Seller nor any of its directors, officers, employees, agents, Member Communities, Affiliates, consultants, counsel, accountants, investment bankers or representatives has made any representation or warranty, either express or implied, as to the accuracy or completeness of any of the information provided or made available to Buyer or its agents or representatives (other than the representations and warranties contained in this Agreement).

(c) In connection with Buyer's investigation of the Acquired Assets and the Facility, Buyer has received from Seller certain estimates, projections and other forecasts relating to its operations and the Facility and certain plan and budget information, including those set forth in the Dataroom. Seller makes no representation or warranty with respect to any such estimates, projections, forecasts, plans or budgets.

4.08. Additional Representations and Warranties of Buyer. Buyer represents and warrants to Seller that:

(a) Buyer is not now, nor shall it be at any time until Closing, a Person with whom a United States citizen, an entity organized under the laws of the United States or its territories or an entity having its principal place of business within the United States or any of its territories (collectively, a "U.S. Person") is prohibited from participating in the Contemplated Transactions under United States law, regulation, executive orders and lists published by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") (including those executive orders and lists published by OFAC with respect to Persons that have been designated by executive order or by the sanction regulations of OFAC as Persons with whom U.S. Persons may not transact business or must limit their interactions to types approved by OFAC ("Specially Designated Nationals and Blocked Persons"), or otherwise;

(b) Buyer has taken, and shall continue to take until Closing, such measures as are required by Law to assure that the funds used to pay the Purchase Price are derived (i) from transactions that do not violate United States Law and, to the extent such funds originate outside the United States, do not violate the Laws of the jurisdiction in which they originated and (ii) from permissible sources under United States Law and, to the extent such funds originate outside the United States, under the Laws of the jurisdiction in which they originated;

(c) To the best of Buyer's Knowledge after due inquiry, neither Buyer nor, to Buyer's Knowledge, any Person providing funds to Buyer (i) is under investigation by any Governmental Authority for, or has been charged with or convicted of, money laundering, drug trafficking, terrorist related activities, any felonies or other crimes which in the United States would be predicate crimes to money laundering or any violation of any Anti-Money Laundering Laws, (ii) has been assessed civil or criminal penalties under any Anti-Money Laundering Laws

or (iii) has had any of its funds seized or forfeited in any action under any Anti-Money Laundering Laws; and

(d) Buyer is not undertaking the transactions contemplated by this Agreement including, but not limited to, paying the Purchase Price, in contravention of any applicable money laundering regulations or conventions of the United States, or on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons or entities that are included on any relevant lists maintained by the United Nations, the North Atlantic Treaty Organization, the Organization of Economic Cooperation and Development, the Financial Action Task Force, the U.S. Office of Foreign Assets Control, the U.S. Securities and Exchange Commission and the U.S. Internal Revenue Service, all as may be amended from time to time. Buyer is in compliance with all U.S. money-laundering or similar laws, rules and regulations applicable to Buyer.

ARTICLE 5 PRE-CLOSING COVENANTS

5.01. Conduct by Seller.

(a) Except as permitted by this Agreement, as required by Law or as otherwise consented to in writing by Buyer, which consent shall not be unreasonably withheld, conditioned or delayed, from the date of this Agreement until the Closing, Seller shall provide the MSW Services and maintain the Acquired Assets in the ordinary course of business and in material compliance with all applicable Laws. From the date of this Agreement until the Closing, except as required by Law, Seller will not, without the consent of Buyer, which consent shall not be unreasonably withheld or delayed:

(i) sell, lease, license, transfer or otherwise dispose of any of the Acquired Assets other than old or obsolete inventory or equipment in the ordinary course of business;

(ii) amend, extend or otherwise modify any Material Contract relating to the ownership or use of the Real Property or enter into any other lease or occupancy agreement affecting any portion of the Real Property except in the ordinary course of business;

(iii) except for repairing the turbine or those capital expenditures relating to the Facility set forth in the fiscal year 2013 capital budget of Seller, a copy of which has been provided to Buyer, or capital expenditures for which sufficient reserves have been established, incur or commit to incur any individual Liability in excess of One Hundred Thousand Dollars (\$100,000) or aggregate Liabilities in excess of One Million Dollars (\$1,000,000) relating to the Acquired Assets;

(iv) enter into any contract, agreement or other commitment giving any Person an option, right of first offer, or other similar rights with respect to the Acquired Assets or any of them; or

(v) voluntarily take or agree to commit to take any action that would make any representation or warranty of Seller hereunder inaccurate in any material respect on or at any time prior to the Closing Date.

(vi) Seller shall reasonably cooperate with Buyer and reasonably assist Buyer in obtaining necessary approvals for the transfer of Seller's existing Governmental Authorizations and Environmental Permits to Buyer, where permissible; provided, that the cost and expense of obtaining such Governmental Authorizations and Environmental Permits shall be borne by Buyer.

5.02. Commercially Reasonable Efforts; Consents; Governmental Filings.

(a) Subject to the terms and conditions of this Agreement, Seller shall use Commercially Reasonable Efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or proper under applicable Law to satisfy the conditions set forth in Section 7.03, and Buyer shall use Commercially Reasonable Efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or proper under applicable Law to satisfy the conditions set forth in Section 7.02.

5.03. Access.

(a) Prior to the Closing Date, during normal business hours and with reasonable prior notice to Seller, Buyer and its representatives shall have reasonable access, during reasonable times as mutually agreed upon by Buyer and Seller, to the Books and Records with respect to the Acquired Assets and the Real Property; provided, however, that such access shall not unreasonably interfere with the operations of Seller; provided, further, however, that the foregoing rights shall not (i) extend to any information that is privileged pursuant to the attorney-client privilege applicable to Seller or (ii) apply where access to such information violates the Law or the terms of any agreement with a third party.

(b) Except as required to the contrary by Law, the Confidentiality Agreement shall remain in full force and effect until the Closing. Effective upon the Closing, the Confidentiality Agreement shall automatically terminate without further action by the Parties. If this Agreement is terminated pursuant to Article 11, the Confidentiality Agreement shall continue in accordance with its terms. If Closing does not occur, the undertakings in this Section 5.03(b) shall survive the termination of this Agreement and shall continue for the maximum period permitted by Law.

5.04. Notice of Certain Events.

(a) Each of Seller and Buyer shall give written notice to the other Party and the Receiver of (i) any material development known to Seller or Buyer adversely affecting the MSW Services or the Acquired Assets, (ii) any written notice or other communication from any Person to Seller or Buyer alleging that the consent of such Person is or may be required in connection with the Contemplated Transactions, (iii) any written notice or other communication from any Governmental Authority to Seller or Buyer in connection with the Contemplated Transactions and (iv) any new actions, suits, or proceedings commenced or, to the Knowledge of

Seller or Buyer, threatened against Seller or Buyer impacting the consummation of the Contemplated Transactions.

(b) Buyer and Seller shall each give prompt written notice to the other Party of any material fact, condition or development that could reasonably be expected to adversely affect the ability to timely consummate, including a material delay in the ability to consummate, the Contemplated Transactions in accordance with this Agreement.

5.05. Public Announcements. On or prior to Closing, neither Party shall make any press release, public statement, or public announcement with respect to this Agreement or the Contemplated Transactions, without the prior written consent of the other Party and the Receiver; provided, that Seller or Buyer may make any press release, public statement or public announcement which Seller determines is required to be made under applicable Law.

5.06. Survey. Buyer has obtained and reviewed a survey of the Real Estate dated July 22, 2013 from Weber Surveyors, and is satisfied with its review of the survey.

ARTICLE 6 ADDITIONAL AGREEMENTS

6.01. Removal of DPW Facility Assets and Artifacts. As part of the Contemplated Transactions, the City (or, at Seller's option, Seller) shall enter into a binding agreement before Closing providing that, within six (6) months following the Closing Date, the City (or Seller) shall remove from the Real Property: (a) all "artifacts" and other items described on Schedule 2.02 attached hereto and (b) to the extent owned, used, or previously used by the City, all DPW Facility machinery, equipment, tooling, supplies and other personal property located on the Real Property, including but not limited to discarded materials and all items as set forth or described on Schedule 6.01. In consideration of the foregoing, Buyer will agree to pay the City (or Seller if Seller elects to enter into such agreement) the following amounts: (a) Three Hundred Thousand Dollars (\$300,000) if the relocation is completed within three (3) months following the Closing Date or (b) One Hundred Fifty Thousand Dollars (\$150,000) if the relocation is completed within six (6) months following the Closing Date.

6.02. Further Assurances. On and after the Closing Date, the Parties agree to execute and deliver such documents and other papers and take such further action as may be reasonably required to carry out the provisions of this Agreement and the other Transaction Documents and to make effective the Contemplated Transactions. Prior to and after the Closing Date, Buyer agrees to cooperate with Seller and the Receiver in providing such additional information and documentation relating to Buyer's legal or beneficial ownership, policies, procedures and sources of funds as Seller deems necessary or prudent to enable Seller to comply with Anti-Money Laundering Laws as now in existence or hereafter amended.

6.03. No Claims Against Affiliates. Absent fraud or intentional malfeasance, Buyer will not assert any claim (whether in contract or tort, under federal or state securities laws or otherwise) against Seller or any of its directors, officers, employees, agents, stockholders, Member Communities, Affiliates, consultants, counsel, accountants, investment bankers or representatives, the Receiver and its advisors, or hold Seller, the Receiver or any such Persons

liable, for any inaccuracies, misstatements or omissions with respect to information (other than, with respect to Seller, the representations and warranties contained in this Agreement, to the extent permitted under this Agreement) furnished by Seller, the Receiver or any such Persons concerning Seller, the MSW Services, the Acquired Assets or the Facility. Buyer acknowledges that there are uncertainties inherent in attempting to make estimates, projections, forecasts, plans and budgets, that Buyer is familiar with such uncertainties, that Buyer and its advisors are taking full responsibility for making their own evaluation of the adequacy and accuracy of all estimates, projections, forecasts, plans and budgets furnished to Buyer, including those set forth in the Dataroom, and that Buyer will not assert any claim against any of Seller's directors, officers, employees, agents, Member Communities, Affiliates, consultants, counsel, accountants, investment bankers or representatives, or hold any such Persons liable, with respect thereto. Accordingly, Seller and the Receiver make no representation or warranty with respect to any such estimates, projections, forecasts, plans or budgets.

6.04. As-Is, Where-Is and With All Faults Condition.

(a) BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT:

(i) (1) SELLER IS TRANSFERRING THE ACQUIRED ASSETS "AS IS, WHERE IS AND WITH ALL FAULTS" AND (2) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, FROM SELLER OR DIRECTORS, OFFICERS, MEMBER COMMUNITIES, EMPLOYEES, AGENTS, AFFILIATES, CONSULTANTS, COUNSEL, ACCOUNTANTS OR REPRESENTATIVES OF SELLER OR OF THE RECEIVER AS TO ANY MATTER, CONCERNING SELLER OR THE PROPERTIES OR ASSETS OF SELLER, OR SET FORTH, CONTAINED OR ADDRESSED IN ANY DUE DILIGENCE MATERIALS (INCLUDING THE COMPLETENESS THEREOF), INCLUDING WITHOUT LIMITATION (A) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Real Property, including the Facility or any aspect or portion thereof, including, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical, HVAC, plumbing, sewage, water and utility systems, facilities and appliances, soils, geology and groundwater, (B) the dimensions or lot size of the Real Estate or the square footage of any of the Improvements thereon, (C) the development or income potential, or rights of or relating to, the Real Property or the Facility or the fitness, suitability, value or adequacy of the Real Property or the Facility for any particular purpose, (D) the existence of any public restrictions on the use of the Real Property or the Facility, (E) the compliance of the Facility or its operation with any applicable Laws, (F) the ability of Buyer or any Affiliate to obtain any necessary Governmental Permits and Environmental Permits for the use or development of the Real Property or the Facility, (G) the presence, absence, condition or compliance of any Hazardous Materials on, in, under, above or about the Real Property or any adjoining or neighboring property, (H) the quality of any labor and materials used in any Improvements at the Real Property; (I) the intentions of any party with respect to the negotiation and/or execution of any lease or contract with respect to the Real Property or the Facility; and (J) the economics of, or the income and expenses, revenue or expense projections or other financial matters, relating to the operation of, the Real Property

or the Facility. Without limiting the generality of the foregoing, Buyer expressly acknowledges and agrees that, except with respect to matters set forth in this Agreement, Buyer is not relying on any representation or warranty of Seller, the Receiver, or any director, officer, Member Community, employee, agent, Affiliate, consultant, counsel, accountant or representative of any of them, whether implied, presumed or expressly provided, arising by virtue of any statute, regulation or common law right or remedy in favor of any of them. For the purpose of clarity, this Section 6.04(a) does not limit or abrogate the warranty, to the extent thereof, given by Seller in the Deed.

(b) BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT: (i) SELLER SHALL NOT HAVE ANY LIABILITY OR OTHER OBLIGATION WHATSOEVER WITH RESPECT TO ANY REPORTS AND/OR MATERIALS, INCLUDING THE REPORTS OF THE ENGINEERING FIRM OR ANY OTHER THIRD PARTY REPORTS, (A) OBTAINED BY OR ON BEHALF OF SELLER AND DELIVERED (OR OTHERWISE MADE AVAILABLE) TO BUYER, OR (B) OBTAINED BY OR ON BEHALF OF BUYER (OR ANY OF ITS AFFILIATES) AND (ii) SELLER HAS NO OBLIGATION TO MAKE ANY CHANGES, ALTERATIONS OR REPAIRS TO ANY PROPERTY (OR ANY PORTION THEREOF) OR TO CURE ANY VIOLATIONS OF LAW OR TO COMPLY WITH THE REQUIREMENTS OF ANY INSURER.

(c) Buyer, for itself and any of its successors and assigns and their Affiliates, hereby irrevocably and absolutely waives its right to recover from, and forever releases and discharges, and covenants not to file or otherwise pursue any legal action against, Seller, Receiver or their respective Affiliates, or any of their respective officers, directors, members, partners, shareholders, employees, agents or representatives, with respect to any and all suits, actions, proceedings, investigations, demands, claims, liabilities, fines, penalties, liens, judgments, losses, injuries, damages, settlement expenses or costs of whatever kind or nature, whether direct or indirect, known or unknown, contingent or otherwise (including any action or proceeding brought or threatened or ordered by any Governmental Authority), including attorneys' and experts' fees and expenses, and investigation and remediation costs (collectively, "Claims"), that may arise on account of or in any way be connected with the Acquired Assets, or any portion thereof, or the Real Property, or any portion thereof, including the physical, environmental and structural condition of the Facility or any Law or Environmental Permit applicable thereto, or any other matter arising under Environmental Laws or relating to the use, presence, discharge or release of or exposure to Hazardous Materials, whether before or after the date of this Agreement; provided, however, the foregoing release shall not abrogate or modify any express representations or warranties of Seller contained in this Agreement or any covenants of Seller contained herein. Buyer expressly waives the benefits of any provision or principle of federal or state law or regulation that may limit the scope or effect of the foregoing waiver and release.

(d) Buyer represents and warrants that it has completed its due diligence investigation of Seller and the Facility and that, except as specifically provided in this Agreement, absent fraud or intentional malfeasance, the results of Buyer's due diligence investigation at any time after such date with respect to the Acquired Assets or the MSW Services, including any environmental assessments performed on the Real Property, shall not

entitle Buyer to (i) terminate this Agreement or (ii) receive any reduction in, abatement of or credit against the Purchase Price.

(e) This Section 6.04 will survive the Closing, or, if the Closing does not occur, the termination of this Agreement.

6.05. Casualty and Condemnation.

(a) Condemnation. If, prior to the Closing Date, there occurs any condemnation with respect to all of the Real Property, or any material portion of the Real Property, then Buyer shall have the right, exercisable by delivering written notice to Seller, the Receiver, and Escrow Agent within ten (10) days after the determination of the scope of such taking, to either (i) terminate this Agreement, in which case neither Party shall have any further rights or obligations hereunder, and all funds (including the Escrow Deposit and all interest accrued thereon) and documents deposited in Escrow shall be returned to the Party depositing the same, or (ii) accept that portion of the Real Property which has not been taken by, or is not subject to taking by, a condemnation action in their then-existing condition and proceed with the Closing and Seller shall assign to Buyer its rights to any condemnation award received as a result of such event. Buyer's failure to deliver such notice within the time period specified above shall be deemed to constitute Buyer's irrevocable election to proceed to Closing.

(b) Casualty. If, prior to the Closing Date, there occurs any destruction of or damage or loss to a "material portion" of the Acquired Assets from any cause whatsoever (excluding scheduled repairs and maintenance), including any flood, accident or other casualty (where "material portion" means that Buyer would, because of such damage, be unable for a period greater than 90 days to provide the MSW Services, in substantially the same manner and with eighty percent (80%) or more of the waste intake and electrical output as currently being operated by Seller) then Buyer shall have the right, exercisable by delivering written notice to Seller and Escrow Agent within ten (10) days after the determination of the scope of such casualty event, to either (i) terminate this Agreement, in which case neither Party shall have any further rights or obligations hereunder, and all funds (including the Deposit and all interest accrued thereon) and documents deposited in Escrow shall be returned to the Party depositing the same, or (ii) accept the Acquired Assets in their then-existing condition, with an equitable adjustment of the Purchase Price agreed to by the Parties (but not to exceed Three Million Dollars \$3,000,000) and proceed with the Closing, in which case Seller shall assign to Buyer its rights to any insurance proceeds received as a result of such casualty event. Buyer's failure to deliver such notice within the time period specified shall be deemed to constitute Buyer's election to proceed to Closing.

6.06. Employee Payments. If any Employee's employment with Seller is terminated in connection with the Contemplated Transactions, then within thirty (30) days following the Closing Date, Seller shall pay to each such Employee the value of such Employee's accrued but unused annual leave, sick leave and compensatory time.

6.07. Post-Closing Employment. Buyer does not contemplate hiring any of Seller's Employees. If Buyer desires to employ any of Seller's Employees following the Closing Date, then Buyer shall notify Seller and such Employees within thirty (30) days of the date of this

Agreement that it either desires to offer employment to such Employees or that Buyer will accept applications for employment with Buyer from such Employees and advise Employees of its hiring procedures, which shall be in accordance with applicable Laws. If desired by Buyer, Seller shall make the Employees available for interviews upon reasonable advance notice, and Buyer agrees to schedule such interviews in a manner to avoid disruption to the MSW Services. Buyer shall conduct all other pre-employment screening or testing at a location other than the Facility, and Seller shall afford Employees reasonable time away from work to participate in such other pre-employment screening processes utilized by Buyer, provided that such testing procedures are scheduled in a manner to avoid disruption to the MSW Services.

6.08. Closure Bonds. Seller shall transfer to Buyer at Closing an amount of cash from the Closure Funds equal to approximately Three Million Four Hundred Fifty Thousand Dollars (\$3,450,000.00), subject to DEP's approval and confirmation by ARM Group, Inc. under DEP's bonding worksheets that this is a sufficient amount for Ashfill and Facility closure bonds. If DEP approval has not been obtained on or before Closing, the amount to be transferred to Buyer shall be determined by ARM Group, Inc. under DEP's bonding worksheets, which determination is subject to the good faith, reasonable approval by Seller and the Receiver. All funds transferred to Buyer under this Section 6.08 shall be used by Buyer to satisfy its obligations to provide security for closure of the Ashfill and Facility. If it is determined before Closing by DEP, or by ARM Group, Inc. pursuant to this Section 6.08, that less than Three Million Four Hundred Fifty Thousand Dollars (\$3,450,000.00) is needed to satisfy such closure funding obligations, or more generally, that there are Unused Closure Funds, then Seller shall retain and not transfer to Buyer the amount of such Unused Closure Funds.

6.09. Operating Agreement.

(a) To the extent that any Environmental Permits have not been transferred or reissued to Buyer before Closing and the parties believe such permits will not be transferred or reissued to Buyer immediately after Closing pursuant to standard DEP reissuance procedures for such transactions, then Buyer and Seller shall enter into an Operating Agreement, substantially in the form attached hereto as Exhibit L, intended to allow Buyer to operate the Facility and provide the MSW Services under Seller's Environmental Permits pursuant to the terms of such Operating Agreement until transferred to Buyer. If the Environmental Permits have not been transferred or reissued to Buyer before Closing, it shall be a condition of Closing that Seller and Buyer shall have entered into the Operating Agreement.

(b) If Closing occurs without all Environmental Permits having been transferred and/or reissued to Buyer, Buyer acknowledges and assumes any and all risk that any or all of such Environmental Permits will not be transferred, reissued or issued to it and/or that the transfer, reissuance or issuance of such Environmental Permits to Buyer will take longer than Buyer expects. Buyer assumes all responsibility to procure the transfer, reissuance and/or issuance of the Environmental Permits to Buyer, at its sole cost. After Closing, Seller will reasonably cooperate with Buyer's efforts as provided in the Operating Agreement.

ARTICLE 7
CONDITIONS TO THE CLOSING

7.01. Conditions to the Obligations of Each Party. The obligations of the Parties to consummate the Closing are subject to the satisfaction or waiver at or prior to the Closing of the following conditions:

(a) Commonwealth Court of Pennsylvania. An amendment to the Receiver's Recovery Plan shall have been approved by the Commonwealth Court of the Commonwealth of Pennsylvania which amendment, among other things, shall have approved this Agreement, the Contemplated Transactions, an agreement between the City and Buyer containing substantially the terms and conditions of the Restated City Disposal Agreement and certain other Transaction Documents specifically approved or otherwise contemplated as part of the Receiver's Recovery Plan, as the case may be.

(b) Power Purchase Agreement. The Borough and DGS shall have entered into a power purchase agreement on substantially the same terms and conditions as set forth in the DGS Power Purchase Agreement, with all necessary government legal counsel approvals, and the Borough and Buyer shall have entered into the Steam Agreement.

(c) RACP Grant. The Commonwealth of Pennsylvania shall have issued to Buyer an award, grant agreement, letter or other binding commitment agreeing (or provided other reasonable evidence of its agreement) to make available to Buyer the RACP grant in the amount of Eight Million Dollars (\$8,000,000) for the purpose of making capital improvements at the Facility, subject to the completion of annual audits and Buyer's expenditure of matching funds.

(d) Recycling Facility. Seller shall have assigned the DCRC Ground Lease to Buyer, the County and Buyer shall have consented to the assignment and assumption on substantially the same terms and conditions set forth on the County Agreements attached as Exhibit J, including among other things the elimination of the County System Fee, and Seller shall have been released from any liability under the DCRC Ground Lease.

(e) City and County Agreements. Seller shall have assigned the City Disposal Agreement to Buyer, the City and Buyer shall have consented to the assignment and assumption on substantially the same terms and conditions set forth on the Restated City Disposal Agreement attached as Exhibit K, Seller shall have been released from any liability under the City Disposal Agreement, and Buyer shall have entered into separate agreements with the County on substantially the same terms and conditions set forth in the County Agreements attached as Exhibit J.

(f) Municipal Waste and Ash Disposal Costs. The County and City, respectively, shall have taken appropriate action to approve the fees charged for the disposal of municipal solid waste originating in the County and City, respectively, at the rates set forth in the County Agreements and the Restated City Disposal Agreement. The foregoing shall include the County obtaining approval of a Plan Revision to the County's Act 101 County Solid Waste Management Plan (i) to name Buyer, as owner of the Facility, as the entity designated to act as

the designated disposal facility to receive all MSW generated within the County as provided in the County Agreements and (ii) to extend the expiration date of the County's flow control ordinance from 2023 to 2033. The County shall have taken appropriate action to approve reimbursement of Buyer's ash transportation and disposal costs through 2033 as provided in the County Agreements.

(g) Covanta. Covanta, Seller and Buyer shall have entered into a mutually acceptable agreement, pursuant to which, among other things, the MPSA shall be assigned to Buyer, with such modifications as Covanta and Buyer agree, and Covanta shall enter into the Covanta Release.

(h) Settlement of CIT Claims. CIT and Seller shall have entered into a mutually acceptable Agreement pursuant to which, among other things, CIT shall enter into a general release releasing Seller, successors in interest to Seller, Buyer and all other Persons from any and all claims it may have against Seller, Buyer and other Persons for matters relating to, or arising from, the Acquired Assets, including claims relating to amounts due to CIT from Seller.

(i) AGM. The Parties shall have received (i) all necessary consents or approvals of AGM with respect to the consummation of the Contemplated Transactions all on terms and conditions and in form and substance reasonably satisfactory to Buyer and Seller in their reasonable discretion and (ii) the AGM Release. The Parties shall have received all necessary consents from AGM with respect to the consummation of the Contemplated Transactions, all on terms and conditions and in form and substance reasonably satisfactory to Buyer and Seller in their reasonable discretion.

(j) Dauphin County. The County of Dauphin shall have (i) adopted a resolution or resolutions for an appropriate 2013 Nonsubstantial Revision to the County's Act 101 Plan, and Waste Flow Control Ordinance, and (ii) executed the County Release. Buyer shall be satisfied that such Act 101 Plan Revision shall have been approved or deemed approved by DEP. The Parties shall have received all necessary consents or approvals of the County with respect to the consummation of the Contemplated Transactions, all on terms and conditions and in form and substance reasonably satisfactory to Buyer and Seller in their reasonable discretion.

(k) Key Vendors. Vendors set forth on Schedule 7.01(k) attached hereto shall be paid in an amount agreed upon by such vendors and Seller (and the Receiver) from the proceeds of the Purchase Price, which payments would be made to satisfy amounts outstanding under those certain invoices delivered by such vendors to Seller; provided, that, each such vendor must execute a general release in favor of the Parties and Receiver in consideration for, and as a condition to receiving, any payment.

(l) Effluent Water and Sewer Services. Seller shall have transferred the EWRS to Buyer. Seller shall have entered into an agreement under which Seller provides Buyer, post-closing, with effluent water and sewer services, as reasonably needed for Buyer to operate the Facility and provide MSW Services post-closing, at market comparable, arms-length, negotiated effluent water and service rates. Seller shall cause Buyer to be released by PENNVEST from any obligations owed to PENNVEST relating to the EWRS, including without

limitation the One Hundred Thirty Three Thousand, One Hundred Seventy and 40/100's Dollars (\$133,170.40) loan.

(m) Subordinate Note. The County shall provide credit enhancements, as reasonably required by Buyer, to ensure that the Subordinate Note, in the amount of Twenty-Four Million Dollars (\$24,000,000), being issued by Buyer at Closing, is marketable. Proceeds from the issuance of the Subordinate Note will fund a portion of the Purchase Price. The Subordinate Note shall be in accordance with the County Agreements.

(n) Other Third Party Approvals. Each of the consents, waivers and approvals required in connection with the Contemplated Transactions identified on Schedule 3.03 shall have been obtained and shall be in full force and effect.

(o) No Prohibitions. No provision of any applicable Law and no applicable Order shall prohibit or restrain the consummation of the Contemplated Transactions; provided that the Parties shall use Commercially Reasonable Efforts to comply with such applicable Law or to have any such Order vacated.

(p) Approval of Purchase Price Adjustment. Any adjustment to the Base Bond Amount (and, in turn, the Purchase Price) requested by Buyer and its financial advisor in accordance with Section 2.06(a) hereof, shall have been approved by the financial advisors to Seller and Receiver and Buyer.

(q) City Resolutions. The City shall have adopted a resolution or resolutions approving the Contemplated Transactions and the approval appropriate under Municipality Act Section 5607(b)(3)(i).

(r) Swatara Township Resolution. The Township of Swatara shall have adopted a resolution for the approval appropriate under Municipality Act Section 5607(b)(3)(i).

(s) Lancaster County Resolutions. The County of Lancaster shall have adopted a resolution or resolutions for approvals appropriate under Municipality Act Section 5607(a)(11) and Municipality Act Section 5607(b)(2)(iv). Buyer shall be reasonably satisfied that the County's Act 101 Plan amendment will be duly and timely approved by DEP post-Closing.

7.02. Conditions to the Obligations of Buyer. In addition to the satisfaction of the conditions set forth in Section 7.01, the obligations of Buyer to consummate the Contemplated Transactions are subject to the satisfaction or waiver by Buyer at or prior to the Closing of the following further conditions:

(a) Seller's Obligations. Seller shall have performed and complied with, in all material respects, all of its covenants and obligations hereunder required to be performed or complied with by it on or prior to the Closing Date.

(b) Representations and Warranties. The representations and warranties of Seller contained in this Agreement shall be true and correct on and as of the Closing as if made at and as of such time (except to the extent that such representations and warranties are expressly

limited by their terms to another date, in which case such representations and warranties shall be true and correct as of such other date), except to the extent that the failure of any such representations and warranties to be so true and correct as of such times shall not have had, or be reasonably likely to have, a Material Adverse Effect; and Buyer shall have received a certificate signed on behalf of Seller by a duly authorized officer with respect to Seller's obligations, representations and warranties to the foregoing effect to the extent such conditions, representations and warranties are made by Seller and not a third party.

(c) Permits and Approvals. Except for those Governmental Permits which may be transferred under the Law from Seller to Buyer pursuant to this Agreement (including the Governmental Permits listed on Schedule 2.01(j)), Buyer shall have received all Governmental Permits necessary for it to own the Acquired Assets and to conduct all operations substantially in the manner conducted by Seller thereon.

(d) Closing Deliveries. Buyer shall have received all of the Closing deliveries to be provided by Seller in accordance with Section 8.03.

(e) Independent Engineer's Report. The Independent Engineer's Report concerning the Acquired Assets previously provided to Seller shall not have been modified in any way that would materially adversely affect Buyer's ability to issue Acquisition Bonds as contemplated by this Agreement.

(f) Certain Authorization Issues. Buyer shall be satisfied that the Real Estate shall be zoned for the Facility and the MSW Services, and any government zoning authorizations referenced on Schedule 3.07 shall have been addressed to Buyer's reasonable satisfaction.

(g) DEP Consent Orders and Escrows. Buyer shall be satisfied in its reasonable discretion that any outstanding DEP consent orders relating to the Facility have been satisfied or sufficient funds have been escrowed for such satisfaction.

7.03. Conditions to the Obligation of Seller. In addition to the satisfaction of the conditions set forth in Section 7.01, the obligations of Seller to consummate the Closing is subject to the satisfaction or waiver by Seller at or prior to the Closing of the following further conditions:

(a) Buyer's Obligations. Buyer shall have performed and complied with, in all material respects, all of its covenants and obligations hereunder required to be performed or complied with by it on or prior to the Closing Date.

(b) Representations and Warranties. The representations and warranties of Buyer contained in this Agreement shall be true and correct at, and as of, the Closing, as if made at and as of such time (except to the extent that such representations and warranties are expressly limited by their terms to another date, in which case such representations and warranties shall be true and correct as of such other date), except to the extent that the failure of any such representations and warranties to be so true and correct as of such times shall not have had, or be reasonably likely to have, a Material Adverse Effect on Buyer's ability to consummate the Contemplated Transactions (it being understood that the representations and warranties in Section 4.07 must be true and correct in all respects on and as of the Closing Date and shall have

remained true and correct at all times from the date of this Agreement through the Closing Date) and Seller shall have received a Certificate signed on behalf of Buyer by a duly authorized officer with respect to Buyer's obligations, representing and warranties to the foregoing extent to the extent such conditions, representations and warranties are made by Buyer and not a third party.

(c) Closing Deliveries. Seller and the Receiver shall have received all of the Closing deliveries to be provided by Buyer in accordance with Section 8.04.

(d) Closing of Other Transactions in Restructuring Plan. All transactions set forth in the Receiver's Recovery Plan, in its final form, approved by the Commonwealth Court of Pennsylvania, must have been consummated, or Seller must have reasonable assurance that such transactions will consummate simultaneously with closing of the Contemplated Transactions.

(e) Insurance. Seller has reviewed, and is reasonably satisfied with, Buyer's insurance coverages, including self insurance.

(f) General Releases. Seller's receipt of general releases, in form and substance reasonably acceptable to Seller, from its material Facility creditors, as well as releases from Contract counterparties under the Assigned Contracts.

ARTICLE 8 CLOSING

8.01. Closing. The closing of the Contemplated Transactions (the "Closing") shall take place on such date as may be agreed to by Buyer and Seller, but in no event more than thirty (30) calendar days after the date on which all conditions set forth in Article 7 shall have been satisfied or waived, which is expected to be November 18, 2013, which date may be extended by the Receiver, in the Receiver's reasonable discretion with three (3) weeks' prior written notice, to a date that is on or before December 15, 2013, or otherwise with by mutual written agreement of the Parties. The Closing shall be deemed to be effective as of 11:59 p.m., Eastern time, on the Closing Date. If possible, the Closing shall be on the last day of a calendar month. If the last day of the calendar month is a weekend day, closing shall be held on the following business day, but deemed to be effective as of 11:59 p.m., Eastern time, of the last day of the immediately preceding month.

8.02. Time and Place of Closing. The Closing shall be held at 10:00 a.m., Eastern time, on the Closing Date at such place as the Parties may agree in writing.

8.03. Deliveries by Seller. At the Closing, Seller shall deliver to Buyer the following:

(a) a Bill of Sale, for the Acquired Assets in the form of Exhibit E attached hereto, duly executed by Seller;

(b) an Assignment and Assumption Agreement, in the form of Exhibit F attached hereto (the "Assignment and Assumption Agreement"), duly executed by Seller,

transferring to Buyer (i) all right, title and interest in and to the Assigned Contracts and (ii) the obligations included in the Assumed Liabilities;

(c) a Special Warranty Deed, in the form of Exhibit D attached hereto, duly executed and acknowledged by Seller, transferring to Buyer all right, title and interest in and to the Real Estate and Improvements;

(d) the MPSA Release Agreement and the CIT Settlement Agreement, duly executed by Seller;

(e) the certificate of Seller referenced in Section 7.02(b);

(f) the certificate of Seller as to the incumbency of the officers, directors or other authorized Persons of Seller executing this Agreement and the other Transaction Documents to which it is a party on behalf of Seller;

(g) a duly executed certificate from Seller (for federal income tax purposes) that such Person is not a "foreign person" as defined in Section 1445 of the Code, substantially in the form of Exhibit G attached hereto;

(h) keys, security codes and similar security items related to the buildings and structures situated on the Real Estate and/or comprising a part of the Real Property and the Acquired Assets;

(i) motor vehicle title certificates for any and all motor vehicles comprising part of the Acquired Assets, endorsed by Seller, as required by applicable Law, to transfer title thereof to Buyer;

(j) evidence of payment, or escrow, of all remaining amounts due or to be due under outstanding DEP consent orders relating to the Facility;

(k) if all Environmental Permits have not been transferred to Buyer, the Operating Agreement executed by Seller;

(l) a closing statement agreed to by Buyer, Seller and the Receiver setting forth in reasonable detail the financial transactions contemplated by this Agreement including the payments to be made from the Purchase Price at Closing (the "Closing Statement");

(m) an opinion of legal counsel to Seller reasonably satisfactory to Buyer's counsel with respect to the matters set forth in Section 3.01, Section 3.02, Section 3.03, and Section 3.04; and

(n) such other documents and instruments as may be reasonably necessary to effect the intent of this Agreement and to consummate the Contemplated Transaction.

8.04. Deliveries by Buyer. At the Closing, Buyer shall deliver to Seller the following:

(a) the Purchase Price in accordance with Section 2.05(a);

- (b) the Assignment and Assumption Agreement, duly executed by Buyer;
- (c) the MPSA Release Agreement and the CIT Settlement Agreement, duly executed by Buyer;
- (d) the certificate of Buyer referenced in Section 7.03(b);
- (e) a certificate of Buyer as to the incumbency of the officers, directors or other authorized Persons of Buyer executing this Agreement and the other Transaction Documents to which it is a party on behalf of Buyer;
- (f) an opinion of legal counsel to Buyer reasonably satisfactory to Seller's counsel with respect to the matters set forth in Section 4.01, Section 4.02 and Section 4.03;
- (g) such other documents, certifications, and instruments as may be reasonably necessary to effect the intent of this Agreement and to consummate the Contemplated Transaction; and
- (h) if all Environmental Permits have not been transferred to Buyer, the Operating Agreement executed by Buyer.

ARTICLE 9 INDEMNIFICATION

9.01. Indemnification by Buyer. To the extent permitted by applicable Law (without waiving its sovereign immunity) and subject to the terms and conditions of this Article 9, from and after the Closing Date, Buyer shall indemnify, defend and hold harmless Seller, the Receiver, and their respective Affiliates, and each of their respective officers, directors, employees, agents or other representatives (individually, a "Seller Indemnitee" and collectively, the "Seller Indemnitees"), from and against any and all Losses incurred or suffered by any Seller Indemnitee based upon, arising out of, by reason of or otherwise in respect of or in connection with:

- (i) any breach of any (A) representation or warranty made by Buyer in this Agreement or in any certificate, document, writing or instrument delivered by Buyer pursuant to this Agreement or (B) covenant or obligation of Buyer in this Agreement or in any other certificate, document, writing or instrument delivered by Buyer pursuant to this Agreement;
- (ii) any Acquired Assets;
- (iii) any Assumed Liabilities; and
- (iv) any Liability arising out of the ownership, management or operation of the Real Property, including the Facility, or the MSW Services after the Closing Date.

9.02. Indemnification by Seller. To the extent permitted by applicable Law (without waiving its sovereign immunity), and subject to the terms and conditions of this Article 9, from and after the Closing Date, Seller shall indemnify, defend and hold harmless Buyer, and its officers, directors, employees, agents and representatives (individually, a “Buyer Indemnitee” and collectively, the “Buyer Indemnitees”) from and against any and all Losses incurred or suffered by any Buyer Indemnitee based upon, arising out of, by reason of or otherwise in respect of or in connection with:

(i) any breach of any (A) representation or warranty made by Seller in this Agreement or in any certificate, document, writing or instrument delivered by Seller pursuant to this Agreement or (B) covenant or obligation of Seller in this Agreement or in any other certificate, document, writing or instrument delivered by Seller pursuant to this Agreement;

(ii) any Excluded Assets;

(iii) any Excluded Liabilities; and

(iv) any Liability arising out of the ownership, management or operation of the Real Property, including the Facility, or the MSW Services prior to the Closing Date; provided, however, the indemnity provided by this Section 9.02(iv) shall not include Environmental Liabilities related to the Acquired Assets (including, without limitation, the Ashfill) other than any fines or penalties for actions or omissions by Seller prior to the Closing Date.

9.03. Survival.

(a) Except as provided in this Section 9.03(a), a violation of the representations and warranties of Seller and Buyer in Article 3 and Article 4, respectively, that arises by reason of fraud or intentional malfeasance shall survive the Closing Date for a period of two (2) years (the “Survival Period”). Notwithstanding the preceding sentence, (x) a violation of the representations and warranties of Seller set forth in Section 3.11 that relate to personal property (even if the violation does not involve fraud or intentional malfeasance) shall survive for the Survival Period, and (y) (1) the representations and warranties of Seller set forth in Sections 3.01 and 3.02(a), (2) the representations and warranties of Buyer set forth in Sections 4.01, 4.02(a) and 4.07 and (3) the title covenants of the Deed, whether explicit or implicit, each shall survive for the respective statute of limitations for such claims. All other representations, warranties or covenants in this Agreement shall terminate on the Closing Date unless such representation, warranty or covenant specifically states that it shall survive the Closing Date (for the purpose of clarity, the representations and warranties in Section 3.11 that do not relate to personal property including, but not limited to, the representations and warranties related to real property and other property customarily insured through title insurance, shall terminate on the Closing Date). The rights of a Seller Indemnitee to assert a claim under Section 9.01, and the rights of a Buyer Indemnitee to assert a claim under Section 9.02, shall survive during the Survival Period (or, in the case of Sections 3.01, 3.02(a), 4.01, 4.02(a) and 4.07 for the respective statutes of limitations for such claims), and thereafter shall terminate and expire, except with respect to Liabilities for any item as to which, prior to the expiration of the Survival Period, an Indemnified Party has properly asserted a claim in writing as required pursuant to the provision

of this Article 9, in which event the Liability for such claim shall continue until such claim has been finally settled, decided, or adjudicated.

(b) In the event Seller delivers to Buyer, in writing prior to the Closing Date, updated versions of any of the Disclosure Schedules referenced in Article 3 of this Agreement, and Buyer and Seller expressly agree to an equitable adjustment to the Purchase Price with respect to any matter included on such updated versions, or if Buyer accepts such updated versions pursuant to this Section 9.03(b), Buyer shall be deemed to have waived its rights to indemnification under Article 9 with respect to only the specific matter as to which the Parties agreed to an adjustment to the Purchase Price or which Buyer so agreed to accept. In the event the Parties agree to any such Purchase Price adjustment pursuant to the preceding sentence, the Parties shall evidence such agreement in writing, which writing shall clearly specify the matter that formed the basis of the Purchase Price adjustment.

9.04. Notice; Payment of Losses; Defense of Claims. For purposes of this Section 9.04, the term “Indemnifying Party” shall include Buyer and Seller with respect to matters arising under Section 9.01 or Section 9.02, respectively.

(a) If any Seller Indemnitee or Buyer Indemnitee (an “Indemnified Party”) is entitled to indemnification under this Article 9 and shall incur or suffer any Losses in respect of which indemnification may be sought under this Article 9 against the Indemnifying Party, the Indemnified Party shall assert a claim for indemnification by providing a written notice (the “Notice of Loss”) to the Indemnifying Party stating the nature and basis of such claim in the Notice of Loss. The Notice of Loss shall be provided to the Indemnifying Party and the Receiver as soon as practicable after the Indemnified Party becomes aware that it has incurred or suffered a Loss. Notwithstanding the foregoing, but subject to Section 9.03, any failure to provide the Indemnifying Party with a Notice of Loss, or any failure to provide a Notice of Loss in a timely manner as aforesaid, shall not relieve the Indemnifying Party from any Liability that it may have to the Indemnified Party under Section 9.01 or Section 9.02, respectively, except to the extent that the ability of the Indemnifying Party to defend such claim is materially prejudiced by the Indemnified Party’s failure to give such Notice of Loss. If the Notice of Loss relates to a Third Party Claim, the procedures set forth in Section 9.04(b) shall be applicable. If the Notice of Loss does not relate to a Third Party Claim, the Indemnifying Party and Indemnified Party shall use their Commercially Reasonable Efforts to settle (without an obligation to settle) such claim for indemnification. If the Indemnifying Party and Indemnified Party do not settle such dispute within thirty (30) days after the Indemnified Party’s receipt of the Indemnifying Party’s notice of objection, the Indemnifying Party and Indemnified Party shall be entitled to seek enforcement of their respective rights under this Article 9.

(b) Promptly after receipt by an Indemnified Party of notice of the assertion of any claim or the commencement of any action, suit or proceeding by a third Person (a “Third Party Claim”) in respect of which the Indemnified Party shall seek indemnification hereunder, the Indemnified Party shall so notify the Indemnifying Party in writing, with copy to the Receiver, but subject to Section 9.03, any failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party from any Liability that it may have to the Indemnified Party under this Section 9.04 except to the extent that the ability of the Indemnifying Party to defend the Third Party Claim is materially prejudiced by the Indemnified Party’s failure to give such

notice. In no event shall the Indemnified Party admit any Liability with respect to such Third Party Claim or settle, compromise, pay or discharge such Third Party Claim without the prior written consent of the Indemnifying Party. The Indemnifying Party shall have the right to assume the defense (at the expense of the Indemnifying Party) of any such claim through counsel chosen by the Indemnifying Party by notifying the applicable Indemnified Party within thirty (30) days after the receipt by the Indemnifying Party of such notice from the Indemnified Party. If the Indemnifying Party assumes such defense, the Indemnified Party shall have the right to participate in the defense thereof and to employ counsel, at the Indemnified Party's own expense, separate from the counsel employed by the Indemnifying Party. The Indemnifying Party may not settle or otherwise dispose of any Third Party Claim without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld, conditioned or delayed), unless such settlement includes only the payment of monetary damages (which are fully paid by the Indemnifying Party), does not impose any injunctive or equitable relief upon the Indemnified Party and does not require any admission or acknowledgment of liability or fault of the Indemnified Party in respect of such claim.

(c) After written notice by the Indemnified Party to an Indemnifying Party and the Receiver of the election by the Indemnifying Party to assume control of the defense of any such Third Party Claim, the Indemnifying Party shall not be liable to such Indemnified Party hereunder for any costs or fees subsequently incurred by such Indemnified Party in connection with the defense thereof. If the Indemnifying Party does not assume control of the defense of such Third Party Claim within thirty (30) days after the receipt by the Indemnifying Party of the notice required pursuant to Section 9.04(b), the Indemnified Party shall have the right to defend such claim in such manner as it may deem appropriate at the reasonable cost and expense of the Indemnifying Party.

(d) From and after the Closing, the remedies provided in this Article 9 shall constitute the sole and exclusive remedy for any claims with respect to any breach or inaccuracy of any representation, warranty, covenant or agreement set forth in this Agreement except with respect to any claim based on grounds of fraud. Notwithstanding any other provision of this Agreement, the rights and remedies contained in this Article 9 shall constitute the sole and exclusive means of recourse with respect to the Real Property or the Acquired Assets, and Buyer expressly waives any and all claims, rights or causes of action Buyer may have against Seller, now or in the future arising under, in connection with or relating to any Environmental Liabilities.

(e) If any fact, circumstance or condition forming a basis for a claim for indemnification under this Article 9 shall overlap with any fact, circumstance, condition or agreement or event forming the basis of any other claim for indemnification under this Article 9, there shall be no duplication in the calculation of the amount of the Losses.

(f) Notwithstanding anything to the contrary in this Agreement, except as set forth in Sections 3.01, 3.02, 3.11 (as to personal property), 4.01 and 4.02, neither Party, nor the Receiver, shall have any liability to the other Party for any breach of or inaccuracy in any representation or warranty made by either Party to the extent that the other Party, any of its Affiliates or any of its or their respective officers, employees, counsel or other representatives

had Knowledge at or before the Closing of the facts as a result of which such representation or warranty was breached or inaccurate.

9.05. Duty to Mitigate.

(a) Each Indemnified Party shall use its Commercially Reasonable Efforts to mitigate Losses for which indemnification may be sought pursuant to this Article 9, including (i) using its Commercially Reasonable Efforts to secure payment from insurance arrangements available and existing on or after the Closing Date (an “Insurance Payment”) and (ii) using its Commercially Reasonable Efforts to secure reimbursement, indemnity, or other payment from any third Person obligated by Contract or otherwise to reimburse, indemnify or pay the Indemnified Party with respect to such Losses (a “Third Party Payment”, and together with an Insurance Payment, a “Mitigation Payment”). Notwithstanding anything to the contrary contained herein, the recovery by an Indemnified Party from any Indemnifying Party shall not relieve the Indemnified Party of its obligation to mitigate Losses pursuant to this Section 9.05.

(b) Any amounts payable to an Indemnified Party with respect to any Losses pursuant to this Article 9 shall be reduced by the amount of the Mitigation Payment, if any, received by the Indemnified Party with respect to such Losses. In the event a payment is made to an Indemnified Party with respect to any Losses and, thereafter, the Indemnified Party receives a Mitigation Payment with respect to such Losses, the Indemnified Party shall reimburse the Indemnifying Party an amount equal to the lesser of (i) the Mitigation Payment and (ii) the amount so paid by the Indemnifying Party.

(c) Any amounts payable to an Indemnified Party with respect to any Losses pursuant to this Article 9 shall be reduced by the amount of any net Tax benefits available to the Indemnified Party as a result of the payment, incurrence, or accrual of such Losses.

ARTICLE 10 TAX MATTERS

10.01. Transfer Taxes. All transfer, documentary, excise, sales, bulk sales, use, stamp, filing, recordation, registration and other such Taxes and fees (including any penalties and interest with respect thereto) incurred or payable, if any, resulting from the Contemplated Transactions (the “Transfer Taxes”) shall be borne one-half by Buyer and one-half by Seller. Buyer shall timely and accurately file all necessary Tax Returns and other documentation when due with respect to all such Transfer Taxes, and Buyer shall use Commercially Reasonable Efforts to provide such Tax Returns to Seller at least fifteen (15) days prior to earlier of (a) the due date for such Tax Returns and (b) the time such Tax Returns are filed. Both Buyer and Seller believe that exemptions from Transfer Taxes apply to both Buyer and Seller. If either Party fails to produce appropriate documentation or certifications to claim such exemptions, that Party shall be responsible for the entire transfer tax that is payable or incurred due to such party's failure to produce appropriate documentation to claim an available exemption.

10.02. Treatment of the Transactions Contemplated by this Agreement. Unless otherwise required as a matter of applicable Law, the Parties hereto agree that, for all federal and state income Tax purposes, the purchase and sale of the Acquired Assets pursuant to this

Agreement shall be treated as a purchase and sale of the Acquired Assets in lieu of condemnation.

10.03. Treatment of Indemnification Payments. Any payment made by Buyer or any of their respective Affiliates pursuant to Article 9 shall, to the extent permissible under applicable Law, be treated as an adjustment to the Purchase Price for all Tax purposes.

10.04. Reporting Requirements; Purchase Price Allocation.

(a) Buyer shall be the “reporting person” under Section 6045(e) of the Code and Treasury Regulations Section 1.6045-4(e) in connection with the Contemplated Transactions and, in such capacity, shall timely and properly make any filings required to be filed with the IRS pursuant to Section 6045(e) of the Code and the Treasury Regulations promulgated thereunder. Buyer shall timely and properly complete any “designation statement” or similar document requested by Seller or required by Code Section 6045 and the Treasury Regulations promulgated thereunder with regard to its capacity as the “reporting person.”

(b) The Purchase Price shall be allocated in accordance with the applicable provisions of the Code. Buyer shall make such Purchase Price allocation determination in good faith and represents and warrants to Seller that the allocations will represent a fair and reasonable value for the assets valued. Seller shall, if required by applicable Law, report the transactions contemplated by this Agreement in accordance with the allocations determined by Buyer.

10.05. No Withholding. All payments made by Buyer (or any of its Affiliates) to Seller (and its successors or assigns) pursuant to this Agreement shall be made without reduction or set-off for withholding on account of any Tax law.

**ARTICLE 11
TERMINATION**

11.01. Termination. This Agreement may be terminated at any time prior to the Closing by:

- (a) the mutual written consent of Buyer and Seller;
- (b) either Buyer or Seller, by written notice of termination delivered to the other with copy to the Receiver, if the Closing Date has not occurred by December 31, 2013 (the “Termination Date”); provided, that no Party shall have the right to terminate this Agreement pursuant to this Section 11.01(b) if such Party is then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement;
- (c) either Buyer or Seller in the event that any court or Governmental Authority of competent jurisdiction issues a final, non-appealable injunction prohibiting the Contemplated Transactions, or a bankruptcy, insolvency or similar proceeding is instituted by or against Seller which affects the ability of Seller to consummate the Contemplated Transactions, for a period in excess of six (6) months; provided, that the issuance of a final, non-appealable injunction shall not be attributable to the breach of this Agreement by the Party seeking termination pursuant to this Section 11.01(c);

(d) Seller or Buyer if there has been a material breach by the non-terminating Party of any representation, warranty, covenant or agreement on the part of the non-terminating Party contained in this Agreement such that the conditions set forth in Article 7 would not be satisfied and (i) such breach is not reasonably capable of being cured prior to the Termination Date, or (ii) in the case of a breach of a covenant or agreement, if such breach is reasonably capable of being cured prior to the Termination Date, such breach has not been cured within a period of thirty (30) days of the breaching Party being notified by the non-breaching Party of such breach (or such longer time not to exceed one hundred twenty (120) days if such breach is not capable of being cured in thirty (30) days and the breaching Party is acting continuously and diligently to cure such breach); provided, that neither Party shall have the right to terminate this Agreement pursuant to this Section 11.01(d) if such Party is then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement; or

(e) Seller or Buyer if all of the conditions precedent to the terminating Party's obligations to consummate the Closing set forth in Article 7 have been satisfied or waived by the non-terminating Party (other than if the failure to satisfy any such condition resulted from the failure of the non-terminating Party to comply with its obligations under this Agreement), and the non-terminating Party breaches its obligation to deliver its required closing deliveries at Closing pursuant to Section 8.03 or Section 8.04; provided, that neither Party shall have the right to terminate this Agreement pursuant to this Section 11.01(e) if such Party is then in material breach of any of its material representations, warranties, covenants or agreements contained in this Agreement.

11.02. Effect of Termination. In the event this Agreement is terminated as provided in Section 11.01, this Agreement shall be deemed null, void, and of no further force or effect, and the Parties hereto shall be released from all future obligations hereunder; provided, that the obligations of the Parties set forth in this Section 11.02, Section 11.03 and Article 12 and the Confidentiality Agreement shall survive such termination.

11.03. Payment of Deposit and Other Remedies Upon Termination.

(a) If this Agreement is terminated by Seller pursuant to Section 11.01(d) or Section 11.01(e), then, immediately upon such termination:

(i) the Deposit, together with any interest and earnings thereon, shall be paid to Seller not as liquidated damages and not as a penalty but rather as a non-refundable payment; and

(ii) Seller may pursue any other remedies available to it at law or in equity.

(b) Except as set forth in Section 11.03(a), if this Agreement is terminated in accordance with its terms, for any other reason, then the Deposit, together with any interest and earnings thereon, shall be returned to Buyer promptly following such termination.

(c) Each of Buyer and Seller agrees to deliver to the Escrow Agent written instructions signed by each Party directing the disposition of the Deposit as provided in this Section 11.03.

ARTICLE 12
MISCELLANEOUS

12.01. Notices. All notices, requests, claims, demands and other communications under this Agreement will be in writing and will be delivered personally, sent by overnight courier (providing proof of delivery) to the Parties or sent by facsimile (providing confirmation of transmission) at the following addresses or facsimile numbers (or at such other address or facsimile number for a Party as will be specified by like notice):

If to Seller:

The Harrisburg Authority
212 Locust Street, Suite 302
Harrisburg, Pennsylvania 17102
Facsimile: (717) 525-7688
Attention: Shannon G. Williams, P.E., Executive Director

with a copy (which shall not constitute notice) to:

Klehr Harrison Harvey Branzburg LLP
4835 Market Street, Suite 1400
Philadelphia, Pennsylvania 19103
Facsimile: (215) 568-6603
Attention: Douglas F. Schleicher, Esq.

If to Buyer:

Lancaster County Solid Waste Management Authority
1299 Harrisburg Pike
Lancaster, Pennsylvania 17603
Facsimile: (717) 397-9973
Attention: James D. Warner, Chief Executive Officer

with a copy (which shall not constitute notice) to:

Hartman Underhill & Brubaker, LLC
221 East Chestnut Street
Lancaster, Pennsylvania 17602
Facsimile: (717) 299-3160
Attention: Alexander Henderson III, Esq.

If to the Receiver:

Receiver for the City of Harrisburg
Executive Offices
401 Finance Building, 613 North Street
Harrisburg, PA 17120

Facsimile: 717-231-5558
Attention: Major General William B. Lynch, USAF, Ret.

with a copy (which shall not constitute notice) to:

McKenna Long & Aldridge LLP
303 Peachtree Street, NE
Suite 5300
Atlanta, GA 30308
Facsimile: (404) 527-4198
Attention: Joseph O. Blanco, Esq.

Each such notice, request, claim, demand or other communication shall be effective (a) if given by facsimile, when such facsimile is transmitted to the facsimile number specified in this Section 12.01 and the appropriate facsimile confirmation is received, or (b) if given by any other means, when delivered at the address specified in this Section 12.01.

12.02. Amendments; No Waivers.

(a) Any provision of this Agreement may be amended or waived prior to the Closing Date if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by Seller and Buyer or, in the case of a waiver, by the Party against whom the waiver is to be effective.

(b) No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

12.03. Expenses. Seller shall be solely responsible for all of Seller's costs and expenses incurred in connection with this Agreement. Buyer shall be solely responsible for all of Buyer's costs and expenses incurred in connection with this Agreement.

12.04. Successors and Assigns; Benefit. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. No Party may assign (other than by operation of law following the Closing), delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other Party.

12.05. No Third Party Beneficiary. This Agreement is not intended and shall not be construed to confer upon any Person other than the Parties hereto any rights or remedies hereunder; provided, that the City and its Receiver shall be a third party beneficiary of this Agreement for purposes of Section 6.02.

12.06. Governing Law. This Agreement and the legal relations between the Parties hereto arising hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the principles regarding the choice of law.

12.07. Consent to Jurisdiction. The Parties hereto agree that any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the Contemplated Transactions must be brought in the United States District Court for the Middle District of Pennsylvania or any state court sitting in Harrisburg, Pennsylvania, and each of the Parties hereby consent to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Each Party agrees that service of process on such Party as provided in Section 12.01 shall be deemed effective service of process on such Party.

12.08. Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Contemplated Transactions is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, Buyer and Seller shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the Contemplated Transactions contemplated hereby are fulfilled to the extent possible.

12.09. Table of Contents; Headings. The table of contents and the headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

12.10. Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party shall have received counterparts hereof signed by the other Party.

12.11. Waiver of Jury Trial. EACH OF THE PARTIES HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT OR THE CONTEMPLATED TRANSACTIONS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING OR STATEMENTS (WHETHER VERBAL OR WRITTEN) RELATING TO THE FOREGOING (INCLUDING ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT AND ANY CLAIMS OR DEFENSES ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT AND SHALL SURVIVE THE CLOSING OR TERMINATION OF THIS AGREEMENT.

12.12. Limitations on Liability.

(a) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT OR THE RECEIVER BE LIABLE FOR THE INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS OF THE OTHER PARTY, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, ANY OBLIGATION(S) SET FORTH HEREIN, EXCEPT FOR SUCH DAMAGES CLAIMED BY THIRD PARTIES UNDER ARTICLE 9.

(b) No present or future officer, director, manager, employee, advisor, agent or attorney of or in Seller or Buyer, nor the Receiver, shall have any personal liability, directly or indirectly, under or in connection with the Transaction Documents, or any amendments thereto, and the Parties and their successors and assigns and all other Persons shall look solely to the Parties' assets for the payment of any claim or for any performance, and the Parties hereby waive any and all such personal liability.

(c) No officer, director, employee, agent or other representative of Seller, Receiver or Buyer shall have any personal liability or obligation whatsoever with respect to any of the matters set forth in this Agreement and any other documents, agreements, or instruments related thereto or any of the representations made by Seller or Buyer being or becoming untrue, inaccurate or incomplete in any respect.

(d) The limitations on liability contained in this Section 12.12 are in addition to, and not in limitation of, any limitation on liability applicable to Seller or Buyer provided in any other provision of this Agreement or by Law or by any other Contract.

12.13. Entire Agreement. This Agreement, including the Exhibits hereto, the Confidentiality Agreement, and the other Transaction Documents constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter hereof and thereof.

12.14. Transfer Documents. No provision contained in any transfer document delivered pursuant to this Agreement or the Contemplated Transactions shall affect in any manner whatsoever any of the indemnification provisions contained herein.

12.15. Time of the Essence. Time is of the essence for this Agreement.

12.16. Disclosure. Any matter disclosed in any section or subsection of the Disclosure Schedules shall be deemed disclosed for the purposes of, and shall qualify, each representation and warranty in the section or subsection of this Agreement with the corresponding number, and any other representation or warranty in any other section or subsection of this Agreement where the relevance of such disclosure to such other representation and warranty is reasonably apparent, in each case even if there is no reference to the Disclosure Schedules in any such representation and warranty or the disclosure in the Disclosure Schedules does not reference the section or subsection of this Agreement in which it is set forth. The disclosure of a particular

item of information in the Disclosure Schedules shall not constitute an admission by Seller that such item is material, that such item has had or would have a Material Adverse Effect or that the disclosure of such item is required to be made under the terms of this Agreement.

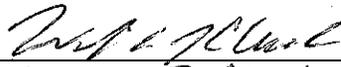
12.17. No Right of Setoff. No Party nor any Affiliate thereof may deduct from, set off, holdback or otherwise reduce in any manner whatsoever any amount owed hereunder to the other Party hereto by any amount otherwise owed to it or any of its Affiliates.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Asset Purchase Agreement to be duly executed and delivered by their respective authorized officers as of the day and year first above written.

SELLER:

THE HARRISBURG AUTHORITY
By its duly authorized representative:

By: 
Name: William J. Cluck
Title: Chairperson

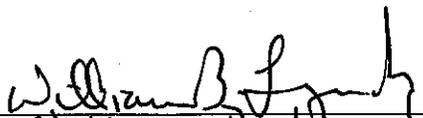
BUYER:

LANCASTER COUNTY SOLID WASTE
MANAGEMENT AUTHORITY
By its duly authorized representative:

By: 
Name: Karen M. Weibel
Title: Chairperson

ACKNOWLEDGED AND APPROVED BY:

THE RECEIVER FOR THE CITY OF
HARRISBURG

By: 
Name: William B. Lynch
Title: RECEIVER

**DISCLOSURE SCHEDULES
TO THE
ASSET PURCHASE AGREEMENT
DATED AS OF _____, 2013
BY AND BETWEEN
THE HARRISBURG AUTHORITY
AND
LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY**

The following are Disclosure Schedules (the "Schedules") to that certain Asset Purchase Agreement, dated as of _____, 2013 (the "Purchase Agreement"), by and between THE HARRISBURG AUTHORITY, a municipal authority created and existing under the laws of the Commonwealth of Pennsylvania ("Seller"), and LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY, a municipal authority created and existing under the laws of the Commonwealth of Pennsylvania ("Buyer"). The section numbers in the Schedules correspond to the section numbers in the Purchase Agreement. Summaries of or references to actual documents attached hereto are qualified in their entirety by reference to such documents. The inclusion of any item on any Schedule attached hereto shall not constitute an admission that a violation, right of termination, default, liability or other obligation of any kind exists with respect to such item, but such reference rather is intended only to qualify certain representations and warranties in the Purchase Agreement and to set forth other information required by the Purchase Agreement. Also, the inclusion of any matter on any Schedule attached hereto shall not constitute an admission as to its materiality as it relates to any provision of the Purchase Agreement. If a document or matter is listed or described on any Schedule attached hereto, such listing or description shall suffice, without specific repetition and with or without cross-reference, as a response to any section of the Schedules if such response can be reasonably ascertained from such listing or description. Subject to the prior sentence, (i) any Schedule referenced in the Purchase Agreement and not included in the following Schedules shall be deemed to read "None" and (ii) any disclosure which the Purchase Agreement states will be set forth on a Schedule which is not set forth on any Schedule shall be deemed to read "None." Except as expressly set forth on the Schedules attached hereto, the definitions of the Purchase Agreement are incorporated herein by reference.

SCHEDULE 2.01(e)

Third Party Hauler Agreements

Third Party Hauler Agreements

1. Agreement for Transportation and Disposal of Non-Processible Waste, effective April 1, 2011, by and between EWS Ventures, LLC d/b/a Earthwatch Waste Systems and Seller.
2. Agreement for Delivery of Acceptable Municipal Solid Waste, effective April 1, 2011, by and between EWS Ventures, LLC d/b/a Earthwatch Waste Systems and Seller.
3. Agreement for Delivery of Acceptable Municipal Solid Waste, effective March 1, 2011, by and between Knight Environmental, LLC d/b/a Hillside Sanitation and Seller.
4. Agreement for Delivery of Acceptable Municipal Solid Waste, dated March 1, 2011, by and between Seller and North Schuylkill Transfer Station, LLC

Supplemental Waste Agreement

5. Specialty Waste Marketing and Sales Agreement, dated November 1, 2009, between Seller and Chesapeake Waste Solutions Inc.

HRRF Is an Approved Disposal Facility per County Municipal Waste Plans

6. Municipal Waste Disposal Capacity Agreement, dated as of August 25, 2010, by and between the County of Schuylkill, Pennsylvania, and Seller.
7. Municipal Waste Disposal Service Contract, dated as of August 2, 2010, by and between the County of Northumberland, Pennsylvania, and Seller
8. Municipal Waste Disposal Agreement, dated as of June 20, 2005, by and between the County of Perry, Pennsylvania, and Seller
9. Solid Waste Disposal Contract, dated as of August 9, 2012, by and between the Solid Waste Authority of Cumberland County and Seller

Designated Disposal Facility for MSW per County Plan and City Agreement

10. Municipal Waste Combustion Processing/Disposal Agreement, dated as of September 23, 2003, by and between Seller and the County of Dauphin, Pennsylvania.
11. Municipal Waste Disposal Agreement, dated December 9, 1993, between Seller and the City of Harrisburg (First Amendment December 1, 2000; Second Amendment June 4, 2003; Third Amendment January 1, 2007).

- **Note:** “Assigned Contracts” anticipated to be 2, 3, 4, 6, 7, 8, 9 and 11 (to be amended).
- **Disclosure Coverage:** All Contracts relating to solid waste disposal by private haulers

SCHEDULE 2.01(f)

Machinery, Equipment, Fixtures and Other Personal Property

1. See attachment "RRF 2011."
- **Disclosure Coverage: All machinery, equipment, furniture, fixtures and tooling and other personal property located on the Real Property, whether or not affixed thereto**

RRF 2011

Asset	Property Description	Date Acquired	Memo 1	Book Cost
Group: Ash Handling System (20)				
484	Ash Dump Valves COV-0025 (3)	7/01/08	Qty 3 - Serial #12-4775, 12-4776 & 12-4777A	63,334.89
493	VFD for Pugnill & Magnet HARR	10/01/08	Mfg - Schaeffler Yesco	7,313.71
494	Fly Ash Handling System (COV-00)	12/31/08	Mfg - Ash Tech	4,718,801.25
496	Vibratory Process Equipment COV	12/31/08	Mfg - Jbest, Inc.	261,751.96
500	Magnetic Separator COV-0023	12/31/08	Manufacturer: Walker Magnetics Natl Limited	129,949.00
			Ash Handling System (20)	<u>5,181,150.81</u>
Group: Boiler Tubes/Press Pits(20)				
486	Critical Piping Repairs COV-0036	11/01/08	Mfg - Southeastern Mechanical Services	669,300.40
489	Valve & Mechanical Repair COV-00	11/01/08	Mfg C.G. Power Tech, Inc. - Millennium	121,805.86
499	Air Compressors	12/31/08	Mfg - Ingersoll Rand	213,715.53
501	Boiler Tube Panels COV-0026 & 04	12/31/08	Manufacturer: Southeastern Mechanical	362,706.99
502	Air heater Tubes COV-0054 & 005	12/31/08	Manufacturer: Chicago Tube & Iron	2,192,887.56
505	Refractory COV-0058	12/31/08	Manufacturer: McNeil Sales & Service	137,834.56
511	Differential Pressure Transmitters 0	10/01/08		7,615.98
515	Mag Flowmeters(Harr-052)	4/01/09		8,267.08
536	Burner Parts (COV-0072)	11/01/09		19,235.30
539	Water Quench Nozzles (COV-0057	6/01/09		6,328.00
548	Valves & Mechanical Equipment (	1/01/10		97,524.00
			Boiler Tubes/Press Pits(20)	<u>3,837,221.26</u>

Asset	Property Description	Date Acquired	Memo 1	Book Cost
Group: Building & Structure (50)				
52	Transfer Station - General (TS-1)	6/21/99	General Construction Contract	1,015,050.98
53	Transfer Station - Plumbing (TS-2)	6/21/99	Plumbing and Mechanical Contract	118,200.00
54	Transfer Station - Electrical (TS-3)	6/21/99	Electrical Contract	95,500.00
104	Compressor Shed	2/27/02	Vendor: Tam Systems	10,197.00
115	D & D Bldg Improvements	12/31/02	Improvements @ D & D Bldg	101,300.00
120	Transfer Station - Work Order #007	12/15/03	Engineering services for 12/1/03 - 12/31/03	5,521.00
134	Boilers	12/30/03		1,597,746.00
166	Boilers	12/31/04		2,329,660.00
167	Combustion System 7362.3	12/31/04		5,599,999.00
168	Const & Bulk Commodities 7362.4	12/31/04		2,450,613.00
169	Instrumentation 7362.5	12/31/04		512,286.00
171	Refuse Cranes 7362.7	12/31/04		646,489.00
172	Solids Handling 7362.8	12/31/04		870,123.00
191	Site Work/Boiler Foundation	12/31/04		1,806,611.15
202	Series D Capitalized Interest	12/31/04	Auditor Entry	756,641.68
218	Retainage for FA #172	12/31/04	Auditor Entry	121,442.00
219	Retainage for FA #173	12/31/04	Auditor Entry	90,846.00
222	Boilers	12/31/05	Req #237, 258, 288 & 293	3,599,380.80
223	Const & Bulk Commodities 7362.4	12/31/05	Req #237, 258, 288, 293, 294	6,529,319.63
224	Instrumentation 7362.5	12/31/05	Req. 288 & 293, 388	738,763.25
226	Combustion System 7362.3	12/31/05	Req. 293	699,999.88
229	APC Area Foundations 7364.1A	12/31/05	Req. 251, 279 & 300,317,340,370,391,411	566,075.21
230	Turbine Bltg Modifications 7364.1	12/31/05	Req. 252, 278, 296, 333, 341,407 & 421	1,057,591.82
231	Site Work/Boiler Foundation	12/31/05	Req. 239 & 299	168,277.42
234	Cooling Tower 7364.06	12/31/05	Req. 234, 302 & 303	278,836.86
235	PDC 7364.7A	12/31/05	Req. 284, 348 & 453	644,783.00
236	LDC 7364.7B	12/31/05	Req. 285, 347 & 428	352,791.00
240	Mechanical Balance of Plant 7364.	12/31/05	Req.240,250,277,297,316,339,373,390,422-424	2,020,957.08
241	Substation Upgrade Switchyard 734	12/31/05	Req. 253, 298, 338, 364 & 410	354,563.52

Asset	Property Description	Date Acquired	Memo 1	Book Cost
Group: Building & Structure (50) (continued)				
259	Demolition Construction	12/31/05	Req. 254	87,962.31
266	Const & Bulk Commodities 7362.4	12/31/05	Req. #329, 344, 375, 388, 402 & 417	5,723,695.00
287	Start Up & Testing Units #1 & 2 - 7	12/31/05	Req. 389, 403 & 416	879,081.00
288	Start Up Testing Units 3 - 7363.B	12/31/05	Req. 389, 403 & 416	439,539.00
295	Retainage for FA #224	12/31/05	Auditor Entry	106,508.00
296	Retainage for FA #223	12/31/05	Auditor Entry	1,141,518.00
297	Retainage for FA #266	12/31/05	Auditor Entry	635,964.00
298	Retainage for FA #222	12/31/05	Auditor Entry	690,768.00
304	Series D Capitalized Interest	12/31/05	Auditor Entry	150,916.00
312	Admin Building - General	12/31/06	Jem Group, Inc. - Req. Nos 437,474,12E,478,498	1,141,736.27
313	Admin Building - HVAC	12/31/06	G.M. McCrossin - Req Nos. 435,436,460,9E	206,857.04
314	Admin Building - Plumbing	12/31/06	Hear Bros., Inc. - Req. 463,464,13E,499	184,276.38
315	Admin Building - Electrical	12/31/06	G.R. Sponaugle - Req. 475,501,542,570	102,267.75
316	Admin Building - Roofing	12/31/06	G.M. McCrossin, Inc. - Req. 433,434,461	948,325.22
317	Admin Building - Siding	12/31/06	G.M. McCrossin, Inc. - Req 432,462,11E	680,801.28
328	APC Area Foundations 7364.LA	12/31/06	Req. 21	65,048.82
356	Permanent Facility Lighting	12/31/06	Req. 679,680,715-717,724	10,119.95
379	Series D Capitalized Interest	6/30/06	Auditor Entry	628,174.00
385	Admin Building - Electrical	2/17/07	Req. 739	20,741.25
495	Building Modifications COV-0015	12/31/08	Contractor: IRM Group	305,228.87
497	Plant Lighting COV-0017	12/31/08	Contractor: D & S Contractors	363,888.24
507	2007 RRF Completion Project - Old	12/31/08	Various Contractors & Manufacturers	4,800,381.00
516	Storage Rack System(Harrx-053)	5/01/09		9,998.00
522	Insulation (COV-0010A)	11/01/09		1,291,251.00
523	Heat Trace & Freeze Protection (CC	11/01/09		307,642.00
527	Fire Protection	11/01/09		121,116.00
528	Emergency Showers/Eyewash (COV	11/01/09		51,455.84
529	Security System(COV-0042)	6/01/09		118,141.92
532	Warehouse (COV-0065)	6/01/09		252,649.26
535	Misc. Plant Lighting (COV-0069)	12/01/09		237,190.00
543	Misc. Structural Steel - Platforms ((	1/01/10		644,112.64
544	Roofing (COV-0058)	2/10/10		513,292.00
545	Siding (COV-0039A)	2/01/10		526,040.00
546	Painting (COV-0040)	2/01/10		187,271.00
551	Emergency Showers/Eyewash COV	3/10/10		6,644.00
				58,520,166.32
Group: CEM System (10)				
487	New CEM Sample Lines COV-004	10/01/08	Mfg Dekoron Unitherm	12,633.75
				12,633.75
Group: Communications Fixed (20)				
503	Telephone System COV-0056	12/31/08	Manufacturer: Ecomin	46,674.81
530	Furnace Cameras (COV-0049)	3/01/09		43,729.67
550	Phone, Data, Fax Line for Warehouse	9/01/09		6,730.00
				97,134.48
Group: Communications Mobile 10				
504	Radios COV-0057	12/31/08	Manufacturer: Motorola	15,830.85

Asset	Property Description	Date Acquired	Memo 1	Book Cost
Group: Communications Mobile 10 (continued)				
Group: Communication Equip. (5)				
156	Wireless Network Equipment	12/31/04	Auditor Entry	2,639.23
203	Series D Capitalized Interest	12/31/04		140.47
428	Software	11/30/07	See Covenant Spreadsheet dated 12/12/08	2,400.00
				15,830.85
Group: Construction & Imp. (50)				
131	Environmental Remediation Engine	12/30/03	Engineering 11/29/03 - 1/2/04	5,379.00
132	SNCR Engineering	12/30/03	Engineering services for 12/1/03 - 12/31/03	199,718.00
133	Project Insurance	12/30/03	Engineering for 12/1/03 - 12/31/03	181,562.00
151	Environmental Remediation	12/31/04	Req. 20, 40, 41, 63, 66, 74 & 219	180,303.95
152	Lead Based Paint Removal Project	12/31/04	Req. Nos. 160, 161, 162, 182, 186, 203, 225	8,953.84
153	Demolition Construction	12/31/04	Req. #43, 61, 62, 75, 81, 98, 94 & 107	1,740,037.32
154	Steam Line	12/31/04	Req. #50, 60, 87, 133, 163 & 209	106,473.39
163	Stack Extension	12/31/04	Req. #45, 48, 54, 106, 130, 137, 157, 158	302,956.36
164	Balance of Plant 7362.1	12/31/04	Req. 64, 114, 128, 176, 194 & 228	534,519.00
165	Air Pollution Control System	12/31/04		128,712.00
170	Project Insurance 7362.6	12/31/04		181,562.00
173	SNCR	12/31/04		363,584.00
204	Series D Capitalized Interest	12/31/04	Auditor Entry	188,785.53
220	Air Pollution Control System	12/31/05	Req. # 258, 288 & 293	5,416,089.00
221	Balance of Plant 7362.1	12/31/05	Req. #237, 258, 288, 293, 294	1,320,294.25
225	SNCR 7362.9	12/31/05	Req. 237, 258 & 293	1,391,003.88
257	Environmental Remediation	12/31/05	Req. 220	2,745.00
258	Lead Based Paint Removal Project	12/31/05	Req. 290, 313, 359 & 394	6,739.60
260	Steam Line - Engineering	12/31/05	Req. 218, 235, 331 & 342	257,214.00
261	Natural Gas Extension	12/31/05	Req. 236	64,546.00
267	Balance of Plant 7362.1	12/31/05	Req. #329, 344, 375, 388, 402 & 417	1,903,731.00
268	Change Orders 7632.11	12/31/05	Req. #344	180,000.00
269	Equipment Adjustment #4 7362.10	12/31/05	Req. #344	2,250,000.00
280	SMS Amendment #8 - 7366.02	12/31/05	Req. 423, 455 & 456	936,410.36
281	Steam Line Construction 7366.11	12/31/05	Req. 354, 355, 379, 401, 409, 440 & 469	1,100,964.42
284	Stack Extension 7364.03	12/31/05	Req. 19 & 20	102,320.07
294	Retainage for FA #225	12/31/05	Auditor Entry	293,471.00
299	Retainage for FA #268	12/31/05	Auditor Entry	20,000.00
300	Retainage for FA #221	12/31/05	Auditor Entry	235,187.00
301	Retainage for FA #267	12/31/05	Auditor Entry	211,524.00
302	Retainage for FA #269	12/31/05	Auditor Entry	250,000.00
303	Retainage for FA #220	12/31/05	Auditor Entry	1,200,000.00
305	Series D Capitalized Interest	12/31/05	Auditor Entry	94,124.00
355	Steam Line Construction 7366.11	10/25/06	Req. 642	3,000.00
362	Temporary Labor Support 7368.5	12/31/06	Req. 652-653, 673-674 & 706	123,801.36
363	Ash Belts 7368.6	12/31/06	Req. 701-702, 721-722	45,192.82
366	Air Quality Stack Test Compliance	12/31/06	Req. 723	68,880.00
367	Plant Heating System 7368.11	12/31/06	Req. 693	26,938.23
380	Series D Capitalized Interest	6/30/06	Auditor	59,911.00
407	Steam Line Repair - G.R. Spomaugl	5/23/07	Req. 773, 795-797, 815	82,429.37

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Asset	Property Description	Date Acquired	Memo 1	Book Cost
Group: Construction & Imp. (50) (continued)				
Group: Conveyor Systems (20)				
549	Clinker Roll (COV-0073)	2/01/09		489,365.00
				<u>489,365.00</u>
Group: Engineering/Legal (10)				
135	Legal Fees Development	12/31/04	Various Payments	134,881.00
136	Legal Fees 2004	12/31/04	Various Legal Fees	128,199.71
137	Reynolds Const Mgt	12/31/04	Reynolds Construction Mgt, Inc.	388,386.82
139	DRL Consulting	12/31/04	DRL Consulting - Req. Nos. 68, 76, 98	71,050.00
140	Workforce Utilization	12/31/04	Kirkland & Anderson	3,000.00
141	Barlow Engineering - Annual Repa	12/31/04	Annual Report	3,500.00
142	Legal Fees (Air Plan, Approval)	12/31/04	Req. Nos. 127, 149, 152, 190, 199, 213	30,648.83
143	Legal Fees (Energy Legislation)	12/31/04	Req. Nos. 153, 168, 178 & 217	20,119.68
144	EEL - Risk Assessment	12/31/04	Req. Nos. 82, 102, 110, 111, 123, 132, 144A	30,600.00
145	EEL - Siting Analysis/MSP	12/31/04	Req. Nos. 82, 102, 109	5,064.25
146	EEL - PJM Study Support	12/31/04	Req. Nos. 82, 102, 206 & 230	6,300.00
147	EEL - Barlow Support	12/31/04	Req. #82, 102, 110, 132, 144, 164, 180	54,600.00
148	EEL - FAA Permit	12/31/04		962.50
149	EEL - Solid Waste Permit	12/31/04	Req. # 82, 102, 110, 132, 143, 144, 145, 164	89,138.50
150	EEL - Phase I CEM Approval	12/31/04		8,400.00
157	Barlow - Site Survey - Old Work O	12/31/04	Req. #24 - Barlow Projects, Inc.	28,849.83
158	ENSR - Siting Analysis	12/31/04	Req. #77, 93 & 122	10,121.08
159	Builders Risk Insurance	12/31/04	Req. #59, 90, 91, 92 & 118	429,800.40
160	Finance Expenses	12/31/04	Req. #169, 170, 171, 172, 173, 174 & 205	160,238.32
161	Bank Management Fees - Series F	12/31/04		8,878.00
162	Bank Management Fees - Series F	12/31/04		14,533.00
174	Project Management/Controls 7363	12/31/04	Req. #26, 37, 65, 84, 103, 113, 129, 135, 156	1,120,869.00
175	Site Rep/CM 7363.04	12/31/04	Req. #37, 65, 84, 103, 113, 129, 135, 156, 177	1,839,882.00
176	Engineering P&ID's - 2nd Issue 736	12/31/04		34,186.00
177	Engineering - P&ID's - 3rd Issue 73	12/31/04		35,467.00
178	Engineering - Aircal APC System 7	12/31/04	Req. 26, 37, 65, 84, 103 & 113	234,420.00
179	Engineering - Aircal Combustor 73	12/31/04	Req. #26, 37, 65, 84, 103 & 113	199,260.00
180	Engineering - Aircal Heat. & Mass 7	12/31/04		34,807.00
181	Engineering - Civil 7363.26	12/31/04	Req. #37, 84, 113, 156, 177 & 195	411,550.00
182	Engineering - Concrete Pkg 7363.2	12/31/04		42,425.00
183	Engineering - Electrical 7363.28	12/31/04	Req. #26, 37, 113, 195	445,700.00
184	Engineering - Consultants 7363.29	12/31/04		45,908.00
185	Engineering - Prel. P&ID's 7363.31	12/31/04	Req. #26, 37, 65, 135, 156, 177	122,553.00
186	Engineering - Equip RFP 7363.32	12/31/04		31,388.00
187	Engineering - Piping Modeling/Des	12/31/04	Req. 26, 37, 65, 84, 103, 113 & 129	253,500.00
188	Engineering - Steel & Concrete 736	12/31/04		43,552.00
192	Electrical 7364.15	12/31/04		5,364.00
193	Legal Fees - ORMH	12/31/04		6,985.30
194	Barlow Projects Engineering	12/31/04		35,142.17
205	Series D Capitalized Interest	12/31/04	Auditor Entry	347,567.80
227	Project Management/Control 7363.1	12/31/05	Req. 238,259,289,295,330,343,376,389,403,416	1,345,382.00
228	Site Rep/CM 7363.04	12/31/05	Req. 238,259,289,295,330,343,376,389,403	1,672,620.00
242	Legal Fees 2005 - ORMH	12/31/05	Req. 241-242, 256-257, 276, 312, 319 & 363A	14,750.30
243	Reynolds Construction Mgt 7365.3	12/31/05	Req. 244,264,291,307,321,349,366,381,400,418	71,000.00
244	DRL Consulting 7365.5	12/31/05	Req. 216,248,260,282,306,332,353,378,386	94,500.00

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Asset	Property Description	Date Acquired	Memo 1	Book Cost
Group: Engineering/Legal (10) (continued)				
245	Workforce Utilization 7365.6	12/31/05	Req 215,249,261,283,309,335,350,377,385	38,000.00
246	Legal Fees (Air Plan Appeal) 7365.6	12/31/05	Req 243,255,275,311,318,371,372,387,399	89,990.80
247	Legal Fees (Energy Legislation) 7365.6	12/31/05	Req 233 & 262	10,107.69
248	Legal Fees (Power Purchase Agmt)	12/31/05	Req 263,310,322,323,380,383,384	63,312.21
249	OES - Risk Assessment 7365.4B	12/31/05	Req 247,267,327,361,414,431 & 467	5,337.50
250	OES - Barlow Support 7365.4B	12/31/05	Req 247,267,287,305,327,361,374,393,397,451	13,338.00
251	EEL - Barlow Support 7365.4A	12/31/05	Req 246,266,286,304,328,360,369 & 392	7,175.00
252	EEL - PJM Power Marketing 7365.4	12/31/05	Req 246,266 & 286	1,925.00
253	EEL Solid Waste Permit 7365.45	12/31/05	Req 246,266,286,304,328,360,396 & 413	23,975.00
254	OES - Phase I CEM Approval 7365	12/31/05	Req 247,267,287,327,361,374,431,467	21,962.50
255	OES - Air Plan Appeal 7365.49	12/31/05	Req 267,287,305,327,361,374 & 414	14,875.00
256	OES - FERC 7365.49	12/31/05	Req 287	2,450.00
263	Finance Expense	12/31/05	Req 268,269,273 & 292,336	371,708.95
264	Bank Management Fees - Series E	12/31/05	Req 5, 6 & 7	2,159.00
265	Bank Management Fees - Series F	12/31/05	Req 5, 6, 7 & 8	7,042.00
272	Legal Fees 2005 - Foreman & Forst	12/31/05	Req 346,365,405,415,449,468	30,140.00
273	Legal Fees 2005 ESCM	12/31/05	Req 26	1,449.00
274	Legal Fees 2005 - ESCM	12/31/05	Req 448	672.00
276	Legal Fees (Barlow Contracting) 73	12/31/05	Req 442,443 & 459	44,870.65
277	Legal Fees (Energy & Steam Sales)	12/31/05	Req 444 & 460	2,750.00
278	Legal Fees (Pet/Ownership ABC's/M)	12/31/05	Req 445-446	16,129.10
279	Legal Fees (PUC Alt Energy) 7365	12/31/05	Req 447	986.50
282	OES - Start Up Issues 7365.51	12/31/05	Req 374,393,397,414,431,467	9,625.00
283	OES - Compliance Stack Test 7365	12/31/05	Req 393,397,414,431 & 467	4,462.50
285	Risk Assessment ENSR - 7365.4D	12/31/05	Req 16	696.95
286	Risk Assessment - Cambridge 7365	12/31/05	Req 450 & 470	2,791.06
306	Series D Capitalized Interest	12/31/05	Auditor Entry	25,402.00
318	Reynolds Construction Mgr 7365.3	12/31/06	Req 22E, 489, 507, 547, 584-585, 627-628	31,800.00
319	DRL Consulting 7365.5	12/31/06	Req 458,18E,481,521,532,563,586,604,630	120,487.50
320	Workforce Utilization 7365.6	12/31/06	Req 14E, 480,522,546,562,615,616	18,000.00
321	Workforce Utilization Summary Re	9/27/06	Req 551, 579 & 635 - Kirkland & Anderson	17,120.75
325	Joint Vendor Payments 7362.14	12/31/06	Req 527-531, 552-558	1,393,090.26
327	THA Contributions - Change Order	12/31/06	Req 580-581, 599-603, 618-619, 620A-621, 670	1,999,533.42
330	Legal Fees 2006 - Foreman & Forst	12/31/06	Req 23E-25E,523-524,578,597,613,633	90,282.00
331	Legal Fees 2006 - ESCM/M. Slobo	12/31/06	Req 575 & 617,730,681 & 692	12,452.65
332	Permitting Expenses Other - 2006	12/31/06	Req 512, 731	1,413.39
333	ARM Group - Feasibility Study 736	12/31/06	Req 573, 577, 612 & 629	20,389.15
334	Reynolds Construction Mgr 7365.9	9/27/06	Req 634	10,659.38
335	Legal Fees (Pet/Ownership ABC's/M)	12/31/06	Req 482, 92,505,536,582-583,654-656	75,195.47
336	Legal Fees (PUC Imple/Alt Energy)	12/31/06	Req 483, 493, 506, 537,657-658, 690	3,567.95
337	Legal Fees (Barlow Contracting) 73	12/31/06	Req 10F	21,742.28
338	Legal Fees (Power Purchase Agmt)	12/31/06	Req 538, 663	912.50
339	OES - Risk Assessment 7365.4E	12/31/06	Req 17E,488,510,646,672 & 704	12,162.50
340	ENSR - Risk Assessment 7365.4E	12/31/06	Req 11F,513,549,566,595,644,695,707&729	10,166.99
341	Cambridge - Risk Assessment 7365	12/31/06	Req 486,509,535 & 574	20,976.36
342	OES (Barlow Support) 7365-4B	12/31/06	Req 8E, 12F, 487, 508, 533, 587, 605	53,587.50
343	OES - Phase I CEM Approval 7365	12/31/06	Req 8E, 487, 508, 533, 564, 587,645,667	38,850.00
344	OES (Air Plan Approval) 7365.49	12/31/06	Req 8E, 487, 508, 533, 564, 587,645,667	18,812.50
345	OES (Start Up Issues) 7365.51	12/31/06	Req 8E, 487, 508, 533, 564, 587, 605	27,150.00
346	SMS Contract - Amendment #8 (73	2/22/06	Req 457 & 27E	376,686.34
347	Versitech (7366.03)	12/31/06	Req 495 & 496	125,000.00
348	Retnew - Environmental Assessment	12/31/06	Req 485, 525 & 548	21,725.63
349	RSR - Appraisal 7367.5	7/26/06	Req 598	24,000.00
350	Builders Risk Insurance 7367.6	12/31/06	Req 511 & 561 + Credits Received in 2006	-978.88
352	Bank Management Fees - Series F	12/31/06	Req 526 & 588	911.00
353	Consultant - Aberfoyle Associates 7	8/23/06	Req 614	4,738.74

Asset	Property Description	Date Acquired	Memo 1	Book Cost	I	D
Group: Engineering/Legal (10) (continued)						
354	SMS Settlement	11/30/06	Req. 669	24,143.74		
357	Commerce Bank - Line of Credit 72	12/31/06	Req. 732	2,035.65		
381	Series D Capitalized Interest	6/30/06	Auditor Entry	1,018,908.00		
386	Legal Fees 2007 - Foreman & Fover	1/24/07	Req. Nos. 726, 742, 764, 771, 791, 792, 806, 807, 808,	59,570.76		
387	Legal Fees 2007 - ECISM	1/01/07	Req. 747-740, 753, 759-762, 787-789, 802-803	35,826.08		
388	Legal Fees 2007 - Goldberg Katzme	11/14/07	Req. Nos. 827 & 830	34,574.00		
389	Consultant - ZHA International	4/18/07	Req. 756, 769 & 776	40,000.00		
390	Legal Fees - AEC's/Met Ed	3/28/07	Req. Nos. 744, 766, 790, 804 & 814	4,872.00		
391	Legal Fees 2007 - PUC Implementation	4/18/07	Req. 767	22.00		
392	Legal Fees 2007 - Sale of Facility/C	3/28/07	Req. 752, 753, 765, 770, 805, 813, 826	63,094.55		
393	B2 & B3 Engineering Trust Closure	11/14/07	Req. 828 & 829	2,471.00		
394	Legal Fees 2007 - Barlow Litigator	3/28/07	Req. No. 743, 772, 783, 785-786, 800-801,	123,930.31		
395	EEL - Risk Assessment	3/28/07	Req. 750, 751, 768 & 775	6,037.30		
396	ENSR - Risk Assessment	2/12/07	Req. No. 740, 745 & 763	4,030.11		
397	Cambridge - Risk Assessment	3/28/07	Req. Nos. 754, 757 & 784	19,346.59		
398	ARM - Annual Report Landfill	5/23/07	Req. Nos. 774 & 794	6,599.55		
399	ARM - Grade Staking Landfill	11/18/07	Req. 839	3,800.00		
400	HDR Engineering - Independent EY	6/27/07	Req. 778-779	7,684.75		
401	HDR Engineering - Review RFP	6/27/07	Req. 771, 780, 798	25,144.46		
402	EEL - Solid Waste Permit	3/28/07	Req. 750	1,000.00		
403	OES - Phase I CEM Approval	3/28/07	Req. 750, 751	1,312.50		
404	OES - Compliance Stack Test	3/28/07	Req. 750	2,100.00		
405	OES - Covanta Punch List Items	3/28/07	Req. 750, 751, 768 & 775	21,262.50		
406	OES - Permitting Expenses	7/25/07	Req. 793	1,500.00		
409	Commerce Bank - Line of Credit 72	4/18/07	Req. 781-782, 799, 809, 819, 822	2,035.65		
410	Insurance Consultant - 2007	6/27/07	Credit from Marsh Settlement Rec'd 7/17/07	19,350.00		
413	Builders Risk Insurance 7367.6	7/17/07		-805.22		
Group: Furniture & Fixtures (7)				17,011,445.36	7	
485	Admin Bldg Furnishings COV-002	11/01/08	Mfg - Harrisburg Office Furniture	25,526.00		
492	Receptionist esk HARRX-010	8/01/08	Mfg - CMM, Inc.	5,950.84		
534	Cable Tray Remediation (COV-006	10/01/09		291,143.40		
Group: Groundwork (15)				322,620.24		
498	Civil Site Work & Paving COV-00	12/31/08	Contractor: Rogele, Inc.	1,624,128.85		
Group: Groundwork (15)				1,624,128.85		

Asset	Property Description	Date Acquired	Memo 1	Book Cost
Group: High Voltage Energy (40)				
524	Power Transformers	5/01/09		101,400.00
526	Lightning Protection	8/01/09		79,550.00
547	Dust Monitors (COV-0046)	2/10/10		18,074.00
			High Voltage Energy (40)	199,024.00
Group: HVAC (10)				
483	Fire Detection System COV-0022	9/01/08		23,938.00
540	Fuel Oil Systems - Equipment (COV)	2/01/10		15,404.00
541	Fuel Oil System - Mechanical (COV)	2/10/10		299,377.00
542	Fuel Oil System - Electrical (COV)	2/01/10		204,353.00
			HVAC (10)	543,072.00
Group: Light Vehicles Equip. 5-10				
490	Roll Off Containers (4) COV-0063	9/01/08	Qty 4 30 Yd Roll Off Containers- Serial 08934	23,000.00
			Light Vehicles Equip 5-10	23,000.00
Group: Office Equipment (15)				
26	Seale Computer Network	10/27/98		3,757.98
27	Tape Drive for Computer	12/17/98		795.00
29	Timekeeping System	7/01/97	Simplex, Voucher # 354240, Tag # 013156	3,733.95
40	Uninterruptible Power Supply	3/10/99	American Power Conversion, Mod # BP1000	354.00
41	Uninterruptible Power Supply	3/10/99	American Power Conversion, Mod # BP1000	354.00
42	Uninterruptible Power Supply	3/10/99	American Power Conversion, Mod # BP1000	354.00
56	Seale Computer Network - Phase II	6/17/99		21,101.40
82	Digital Camera	12/13/00	Kodak Model DC215 - Serial EKS01980762	349.00
88	Lexmark Color Jet Printer	2/15/01	Model Z52 - Serial #09240446931	240.00
155	Office & Trailer Rental Fees	12/31/04	Req. #25, 42, 55, 57, 75, 89, 108, 124, 142	11,913.00
206	Series D Capitalized Interest	12/31/04	Auditor Entry	634.08
262	Office & Trailer Rental Fees	12/31/05	Req. 245, 265, 274, 308, 320, 352, 367, 382	7,716.00
307	Series D Capitalized Interest	12/31/05	Auditor Entry	49.00
322	Office & Trailer Rental Fees	12/31/06	Req. 15E, 484, 516, 534, 565, 592, 606	7,716.00
323	Computer System Upgrades 7367.1	8/23/06	Req. Nos. 514-515, 517-520, 545, 576	48,497.87
382	Series D Capitalized Interest	6/30/06	Auditor Entry	12,575.00
408	Office & Trailer Rentals	2/12/07	Req. 741, 746, 841-842 - GE Capital Modular Office Equipment (15)	2,222.50
				122,362.78
Group: Office Equipment (7)				
491	Xerox Workcenter Copier COV-004	10/01/08	Xerox thru Gold-N-Copy, Inc.	13,000.00
			Office Equipment (7)	13,000.00
Group: Office Furnishing (15)				
39	Computer Hutch	4/03/99	SVC Furniture Services, Mod # 2737, Ser # N/A	170.00
			Office Furnishing (15)	170.00

Asset	Property Description	Date Acquired	Memo 1	Book Cost
Group: Oper. & Maint. Equip. (20)				
9	Feed Tables Replacement	11/06/97		78,956.72
10	Feed Table Structural Steel	11/06/97		7,850.00
25	Capitalized Interest	1/21/98		106,985.42
31	Sandblaster	5/01/97		720.00
45	Portable Radio	5/04/99		635.00
46	Fan, Standard 18 Inch	6/05/99		38.40
47	Carbon Monoxide Monitor	9/30/99		9,590.00
48	Carbon Monoxide Monitor	4/29/99		9,595.00
83	Portable Temperature Probe	12/20/00		159.00
86	3000 psi Pressure Washer	8/09/01		1,950.00
89	NORCO Hydraulic Porta-Power	1/08/01		690.00
90	Ideal-Sperry Digital Amp Meter	1/16/01		123.53
91	Personal Computer & Color Monitc	3/02/01		1,590.00
100	Compressor Models for Units 1 & 2	12/19/01		46,145.00
105	Hand-Held Portable 2-Way Radio	7/08/02		5,472.00
106	16 Inch Pedestal Fan	7/19/02		317.70
116	Stoker Grates & Compensators	3/27/03		104,783.40
117	Radiation Monitoring System	9/25/03		59,443.99
118	Rehab Package Boiler	9/25/03		23,253.41
119	Portable Radiation Monitoring	10/22/03		5,937.73
121	Digital Isotope Spectrometer	12/10/03		8,190.00
189	Turbine Generator 7364.01	12/31/04		1,763,442.00
195	1/2 Horsepower Effluent Pump	12/31/04		145,996.00
199	2 Ton Chain Hoist	5/03/04		449.78
200	1,000 Watt - 120 Volt Portable Light	11/05/04		279.00
207	Series D Capitalized Interest	9/09/04		347.62
232	Turbine Generator 7364.01	12/31/04		101,683.97
233	Exchangers & Condensers 7364.03	12/31/05		2,424,732.75
237	Large Power Transformer 7364.7C	12/31/05		154,176.97
238	Medium Voltage Switchgear 7364.	12/31/05		218,900.00
239	SR6 High Voltage Breaker 7364.7E	12/31/05		162,292.00
270	Turbine Generator Crane 7364.02	12/31/05		38,050.00
271	Circulating Water Pumps 7364.05	12/31/05		43,384.00
289	Sump Pumps (2)	12/31/05		169,968.00
290	Sump Pump	7/20/05		165.60
291	Sump Pump	8/30/05		89.99
292	Kerosene Heater	1/06/05		89.99
293	Kerosene Heater	11/17/05		320.00
308	Series D Capitalized Interest	11/17/05		320.00
310	Refuse Crane 7362.7	12/31/05		20,250.00
311	Solids Handling 7362.8	5/19/05		80,811.13
329	Medium Voltage Switchgear 7364.	5/19/05		108,765.38
358	Turbine Generator Repair 7367.15	12/31/06		3,000.00
359	Pulse Air System per Unit 7368.1	12/31/06		8,216.72
360	Fly Ash System per Unit 7368.2	12/31/06		70,961.41
361	Boiler Feedwater Pump 7368.4	12/31/06		808.10
365	CEMS Gases 7368.8	12/31/06		7,017.00
368	Soissor Lift	12/31/06		1,962.86
369	DC Power Supply	7/19/06		7,200.00
371	Hand Truck	12/07/06		211.50
372	Honda Gas Powered Pump	5/23/06		376.88
377	Concrete Vibrator	9/07/06		760.00
378	Reliance Air Condition Motor	8/16/06		525.00
383	Series D Capitalized Interest	6/30/06		21,958.80
				22,180.00

Service Supply Co, Voucher # 350750
 Ericson, Mod # XFD 103 111/R2B, Ser # 459117
 Air King, Mod # 4CM639119, Serial # N/A
 LAND Combustion, Ser # 991549, Mod # 9100
 LAND Combustion, Mod # 9100, Ser # 99517
 Omega Engineering, Inc. Model HR-21
 Qty 1 - Model PC4-3000
 Qty 1 - Model 61-722
 Model PC-PBU - Serial #PC-78-7B8BK
 Qty 2 - Pd from Quote #1201-38A
 Qty 8 - Mfg. Ericson Model GP 400 HS X
 Qty 6 - Manufacturer - Air King
 Inv #108467 (Sambre & Meusse)
 Req. Nos. 147, 167, 183-184
 Inv #128416M - Req. #181
 Req. Nos. 169 182, 185-186
 Inv. #1080192
 Req. 46, 47, 52, 119, 120, 138, 183, 208
 Req. #47, 53, 139, 200 & 201
 Qty 1 - Model 3BB83-4
 Qty 1 - Model 1VW59-6
 Qty 2 - Model 4VM75-1
 Auditor Entry
 Req. 232, 301, 334, 439 & 452
 Req. 270, 356-358, 368 & 426
 Req. 280, 281 & 351
 Req. 271, 314 & 398
 Req. 272 & 326
 Req. 345
 Req. 324-325
 (2) Model 2P352-4 @ Cost of \$82.80 each
 Model NS-MSFR - Serial #691857
 Model NS-MSFR - Serial #148833
 Model No. DE B165DT - Serial #18064189
 Model No. DE B165DT - Serial #18064186
 Auditor Entry
 Req. 293 - Barlow
 Req. 293 - Barlow
 Req. 550
 Req. 734
 Req. 675-676, 686-687, 718
 Req. 677-678, 685 (Motor Technology, R.W.
 Req. 688
 Req. 709
 Req. 710-713
 Model No. 2000 Mfg JLG Lift
 Mfg Gwinstek Laboratory - Model GPS 3030D
 Model No. DOLLERN140
 Model No. 254919
 Mfg Best Line Equipment - Model No. Stone
 Repairs to Reliance Air Condition Motor
 Auditor Entry

RRF 2011

Asset	Property Description	Date Acquired	Memo 1	Book Cost
Group: Oper. & Main. Equip. (20) (continued)				
411	KSB, Inc. - Pump	11/01/07		71,847.00
436	Tires (Qty 8)	4/30/07	Req. 820-821, 834-838	12,002.00
533	Cable Reels (COV-0066)	6/01/09	See Covanta Spreadsheet dated 12/12/08	40,810.00
552	Airheater #1	12/15/11		453,226.00
			Oper. & Main. Equip. (20)	6,637,988.45
Group: Permitting (19)				
110	Permit Applications - Engineering	1/01/02	Permit Applications - Engineering	16,200.00
111	Radiation Plan Permit Application-	1/01/02		6,074.11
114	Community Environmental Project	10/23/02		37,500.00
122	Permitting Expenses - 2000 Const	12/31/03	Inv. #73086	680.60
123	Design & Engineering Fees	4/23/03	Req. Nos. 116, 123, 136 & 138	717,365.85
124	Permitting Expenses - 2002 Const	12/31/03	Numerous Reqs Outlined on Louis 2002 RRF File	588,978.03
125	Siting Analysis Fees/ENSR	12/15/03	Req. #114, 129, 145-146, 166, 191 & 204	22,790.68
126	Legal Fees 2003	12/30/03	Various Legal Fees	201,553.43
127	Earlow Engineering - Deferred	12/30/03	Engineering Fees	910,730.00
128	Engineering Fees	12/30/03	Engineering fees 12/1/03 - 12/31/03	2,009,594.00
129	Engineering Fees	12/30/03	Engineering fees for 12/1/03 - 12/31/03	803,229.00
130	Permitting Expenses	12/30/03	Req. #1-6, 8, 9 and 11	580,133.96
138	Permitting Expenses - Other	12/31/04	Various Vendors - EEM/Brinjac Engineering P/M	209,889.57
208	Series D Capitalized Interest	12/31/04	Auditor Entry	11,171.47
275	Permitting Expenses - Other 2005	12/31/05	Req. 315, 362 & 404	177,791.10
309	Series D Capitalized Interest	12/31/05	Auditor Entry	1,121.00
			Permitting (19)	6,294,802.80
Group: Plant Equipment (50)				
102	Porta-Pac Units for Unit #2	4/24/02	Manufacturer: Norit Americas, Inc. - Req. 9,	102,448.50
103	Air Receiver Reservoir for Unit #2	2/27/02	Mfg - ABE Beckleigh Pump & Compressor Co.	3,498.35
107	Air Conditioner	6/13/02	Qty 1 - Model FAV18E12A	750.38
108	Air Conditioner	6/13/02	Qty 1 - Model FAV18E12A	750.38
196	120 Volt Space Heater	10/10/04	Qty 2 - Model 3VU37-1	86.40
197	120 Volt Space Heater	10/10/04	Qty 2 - Model 3VU31-4	134.10
198	120 Volt Space Heater	10/10/04	Qty 4 - Model 3VU33-0	136.80
414	CEH System	11/30/07	Per Covanta Spreadsheet dated 12/12/08	24,433.97
415	BFWA	6/30/07	Per Covanta Spreadsheet dated 12/12/08	63,700.00
416	SCH Blade	2/28/07	Per Covanta Spreadsheet dated 12/12/08	19,170.25
417	WW Change Repair	5/31/07	Per Covanta Spreadsheet dated 12/12/08	6,317.81
418	Compressor Controller	5/31/07	Per Covanta Spreadsheet dated 12/12/08	4,604.85
419	Usofiti in Conjunction w/BH Bags 1	10/31/07	Per Covanta Spreadsheet dated 12/12/08	4,320.00
420	AH Tubes	9/30/07	Per Covanta Spreadsheet dated 12/12/08	10,836.75
421	440 and 450 Belts	12/31/07	Per Covanta Spreadsheet dated 12/12/08	46,893.00
422	Mag Separator Belt	9/30/07	Per Covanta Spreadsheet dated 12/12/08	3,760.00
423	Cheet Stevor	9/30/07	Per Covanta Spreadsheet dated 12/12/08	14,980.00
424	Mag Belts (Qty 3)	12/31/07	Per Covanta Spreadsheet dated 12/12/08	21,780.00
425	Fudture Disk	12/31/07	Per Covanta Spreadsheet dated 12/12/08	5,927.00
426	Drag Chain Brackets Project	10/31/07	Per Covanta Spreadsheet dated 12/12/08	5,490.80
427	AR Plate Feed Table	10/31/07	Per Covanta Spreadsheet dated 12/12/08	12,770.76
429	Conveyor Support	4/30/07	Per Covanta Spreadsheet dated 12/12/08	2,912.00
430	Controller	2/28/07	Per Covanta Spreadsheet dated 12/12/08	2,074.27
431	MCC in Conjunction with Greiner 1	6/30/07	See Covanta Spreadsheet dated 12/12/08	6,753.00
432	Infrared Thermo	5/31/07	See Covanta Spreadsheet dated 12/12/08	9,891.00
433	Conveyor Repairs/Upgrade	11/30/07	See Covanta Spreadsheet dated 12/12/08	25,096.86

Asset	Property Description	Date Acquired	Memo 1	Book Cost
Group: Plant Equipment (\$0) (continued)				
434	Hyd Pump	6/30/07	See Covanta Spreadsheet dated 12/12/08	34,154.71
435	Baghouse Discharge Screw Greiner	12/31/07	See Covanta Spreadsheet dated 12/12/08	5,051.52
437	Baghouse Bags	11/30/07	See Covanta Spreadsheet dated 12/12/08	19,406.70
438	Part of Greiner Eleetric Work UPS/	4/30/07	See Covanta Spreadsheet dated 12/12/08	3,459.35
439	Crane Pins	7/31/07	See Covanta Spreadsheet dated 12/12/08	5,152.00
440	Ash Supter Bigs	12/31/07	See Covanta Spreadsheet dated 12/12/08	13,315.48
441	SSHIP Dargage Labor Pact.	7/30/07	See Covanta Spreadsheet dated 12/12/08	27,709.61
442	Single Project Gate Drive	11/30/07	See Covanta Spreadsheet dated 12/12/08	12,280.00
443	Motor Pool	10/31/07	See Covanta Spreadsheet dated 12/12/08	10,906.65
444	Filter Media	9/30/07	See Covanta Spreadsheet dated 12/12/08	5,330.00
445	Rental Equipment for Capital Proje	5/31/07	See Covanta Spreadsheet dated 12/12/08	7,695.08
446	Tools	9/30/07	See Covanta Spreadsheet dated 12/12/08	2,208.00
447	Turbine	10/31/07	See Covanta Spreadsheet dated 12/12/08	553,361.05
448	Equipment	12/31/07	See Covanta Spreadsheet dated 12/12/08	6,900.00
449	Ash Crane Project	5/30/07	See Covanta Spreadsheet dated 12/12/08	2,113.38
450	Elec Support to Wire System	12/31/07	See Covanta Spreadsheet dated 12/12/08	9,504.00
451	Elec Support for Plant Convenience	12/31/07	See Covanta Spreadsheet dated 12/12/08	16,832.70
452	Elec Support for Light Sys & Wtrim	12/31/07	See Covanta Spreadsheet dated 12/12/08	12,999.00
453	Major Equip Parts & Mod/Mag Bel	12/31/07	See Covanta Spreadsheet dated 12/12/08	9,795.60
454	Plant and Major Equip Modification	12/31/07	See Covanta Spreadsheet dated 12/12/08	3,486.25
455	Labor & Support for UPS and Plant	12/31/07	See Covanta Spreadsheet dated 12/12/08	1,994.00
456	Water System Valve	9/30/07	See Covanta Spreadsheet dated 12/12/08	3,223.53
457	Water System Control Panel	4/30/07	See Covanta Spreadsheet dated 12/12/08	10,600.00
458	Fly Ash System Dump Valve	11/30/07	See Covanta Spreadsheet dated 12/12/08	17,190.00
459	Fl Silo Probes & Attachments	7/31/07	See Covanta Spreadsheet dated 12/12/08	10,636.89
460	Fl Brackets/Supports & Ash Drop	7/31/07	See Covanta Spreadsheet dated 12/12/08	20,124.99
461	Fl Steam Piping & Platforms	4/30/07	See Covanta Spreadsheet dated 12/12/08	38,795.04
462	Mech Labor Support for Equip Inst	6/30/07	See Covanta Spreadsheet dated 12/12/08	32,417.32
463	Fl Facility Safety Handrails	6/30/07	See Covanta Spreadsheet dated 12/12/08	4,302.63
464	Relocate Perm Plant Equip & Safet	4/30/07	See Covanta Spreadsheet dated 12/12/08	16,874.38
465	Fl Brackets Supports & Ash Drop	4/30/07	See Covanta Spreadsheet dated 12/12/08	15,531.24
466	Labor Support for Belt Replacement	2/28/07	See Covanta Spreadsheet dated 12/12/08	11,280.49
467	Fl Piping & Elec Supports	5/31/07	See Covanta Spreadsheet dated 12/12/08	17,823.47
468	Fl Safety Handrails & Platforms	4/30/07	See Covanta Spreadsheet dated 12/12/08	12,638.32
469	Labor Support & Fab for new Equip	6/30/07	See Covanta Spreadsheet dated 12/12/08	25,073.06
470	Install Drag Chain & Bull Gear	9/30/07	See Covanta Spreadsheet dated 12/12/08	15,598.84
471	Fl Steam Chutes & Platforms	6/30/07	See Covanta Spreadsheet dated 12/12/08	20,834.47
472	Install Ash Belt	9/30/07	See Covanta Spreadsheet dated 12/12/08	5,104.71
473	Feed Chute Rod	5/31/07	See Covanta Spreadsheet dated 12/12/08	17,775.38
474	Mech Support Drag Chain & Rotar	9/30/07	See Covanta Spreadsheet dated 12/12/08	9,879.89
475	Fl Addtl Equip Attach & Rod Out l	9/30/07	See Covanta Spreadsheet dated 12/12/08	11,431.71
476	Fl Plant Equipment & Racking	12/31/07	See Covanta Spreadsheet dated 12/12/08	9,824.43
477	Rental Equip for Plant Improvement	10/31/07	See Covanta Spreadsheet dated 12/12/08	6,817.95
478	Turbine Outage Support	6/30/07	See Covanta Spreadsheet dated 12/12/08	6,677.68
479	NRB Support	6/30/07	See Covanta Spreadsheet dated 12/12/08	3,137.61
480	Turbine Support	12/31/07	See Covanta Spreadsheet dated 12/12/08	2,027.35
481	Parts for Plant Equip Installation	6/30/07	See Covanta Spreadsheet dated 12/12/08	7,198.32
482	Low Pressure Feedwater Heater	5/31/07	See Covanta Spreadsheet dated 12/12/08	5,554.00
Plant Equipment (\$0)				1,521,486.01

Group: Prior Capital Additions

32. Prior Capital Additions

1/01/93

15,381,421.00

Asset	Property Description	Date Acquired	Memo 1	Book Cost
Group: Prior Capital Additions (continued)				
Group: Refuse Cranes/Compo (20)				
506	Feed Chute Mechanical Repairs CC 12/31/08	12/31/08	Contractor: Castine Energy Construction	
			Refuse Cranes/Compo (20)	557,543.29
				<u>557,543.29</u>
Group: Superheaters (10)				
488	Venturis COV-0060	10/01/08	Storm Technolog Inc.-2 Under Fire @ \$6,660.75	29,643.02
508	Desuperheater Valve(HA-036)	12/31/08		10,320.00
510	Over Fire Air Venturis(HA-016)	8/01/08		29,643.02
			Superheaters (10)	69,606.04
				<u>69,606.04</u>
Group: Vehicle & Motor Equip (7)				
85	45 Watt High Band Mobil - 2 Way	6/11/01	Qty 1 - Model F3205--02	429.00
				<u>429.00</u>
374	Roll Off Box	8/14/06	Mfg Eagle Truck Equipment	13,482.30
375	Roll Off Box	8/14/06	Mfg Eagle Truck Equipment	13,482.30
376	Roll Off Box	8/14/06	Mfg Eagle Truck Equipment	13,482.30

	Verified on site
Conveyor Belting 084	
Cooling Tower -074	
Spare Geareducer Series 2400 - 5.50/1 CC2 # C24687	\$9,200.00 y
Marley Model NC8312K6GS s/n 249371A6 - 2400	
Geareducer	
Inner Pinion Shaft Bearing # 216507	\$140.82 y
Outer Pinion Shaft Bearing # C28099	\$103.20 y
Set of 5 O'ring Seals # C33280	\$23.65 y
Pinion Shaft Oil Seal # E48570	\$141.90 y
Burner Spare Parts -075	
2 1 Part # 060360 - M9184F-1034 H.W. Modutrol Motor	\$820.00 y
Crane Spare Parts - 076	
1 R68741F1 Bottom Block Assy - 4 x 1/2"	\$13,960.00 y
3 2 25Z263D1 Bearing - TNASWE - 4.25" Bore	\$3,076.00 y
4 4 18Z35552D2 Bearing Seal	\$128.00 y
Misc Vessels -076	
Misc Bearings and ash conveyor parts - 078	
Ash Belt A & B Parts	
20HP 3Ph, 1800RPM, TEFC, 256T Frame, Cast Iron Motor	\$697.50 y
6 1 TA7315H40 Torque Arm Shaft Mount Reducer 40:1 ratio (Dodge)	\$6,082.98 y
7 1 TA7315TB x4.188 Torque Arm Shaft Mount Bushing (Dodge)	\$429.98 y
8 1 2C8.5SF x 1.63" Driver Sheave 2 Groove C Section QD Type (Master Drive)	\$101.08 y
9 1 2C16.0SF x 2.44" Driver Sheave 2 Groove C Section QD Type (Master Drive)	\$180.60 y
15 1 RS-2 Safety Stop Switch (Conveyor Components)	\$344.00 y
16 1 TA-2 Belt Drift Switch (Conveyor Components)	\$277.34 y
17 2 815-20EI -48 Impact Idlers (Superior Components)	\$1,081.78 y
18 2 815-20EA-48 Trough Training Idlers (Superior Components)	\$1,180.62 y
19 4 815-20E-48 Trough Idlers (Superior Components)	\$1,075.20 y
20 4 815-RET-48 Return Idlers (Superior Components)	\$436.80 y
21 2 815-RETA-48 Return Training Idlers (Superior Components)	\$1,034.36 y
22 2 JE2407F Head Bearing 4-7/16" Bore PB 4 Bit (Jones Bearing)	\$1,904.36 y
Grapple -079	
5 1 I4070B16M Electric Motor	\$7,339.00 y
Yokagowa - 080	
Reagent and Hydraulics - 081	
533888 Baldor IDNM3538 0.5 1725 TENV 230/460 56C	\$275.21 y
Hydraulics	
3 1 414069 Vickers PVQ13-A2R-SE1S-20-C14-12	\$813.05 y
4 1 1366252 Baldor CM3615T Motor 1 BALT 34 AL	\$328.32 y
Urea Motor - 082	
SMP 1.25x0.75x5 FPD - S Complete Pump and Motor	\$1,755.00 y
CEMS spare Parts - 083	
181001 Air Filter Insert, Per Case of 16	y
181002 Air Filter Insert, Per Case of 16	y
Silo Parts -085	
1 2" 320-WRE-HT 2" Fox Eductor \$1,880.00 \$1,880.00	\$1,880.00 y
Contrex Feeder Drive Motor Speed Pickup w/ Pickup	
3-2 Acrison Size DD Volumetric Feeder Auger \$730.00	\$730.00 y
4 1 127-0665 Acrison Volumetric Feeder Feed Tube Gasket \$58.12 \$58.12	\$58.12 y
Grate Parts - 087	

150 130288 Grate Tile Castings	\$81,300.00 y
2 300 130287 Grate Tile Keeper Clips	\$5,250.00 y
Sootblower spares - 088	
4 2.0" Lance Support Assembly \$77.50 \$6,975.00	\$6,975.00 y
10 2.5" Lance Support Assembly \$80.00 \$2,400.00	\$2,400.00 y
Ash Conveyor Belt and Vibrating Pan	
Rubber buffers qty 4 GTP 55X93.5	\$918.00 y
4 x Coil Springs FD.Z/D 21.0 x 124 x 197	\$740.00 y
1 X JOEST crank shaft drive JS 32-70, B 380	\$25,279.00 y
1 x V-belt pulley SPB 400 x 4 x 50	\$580.00 y
1 x V-belt pulley SPB	\$665.00 y
18"x18" RF Shoe	\$4,990.00 y
5HP 460V Electric motor 184T frame	\$2,029.50 y
SM Cyclo CHH6190DBY-SB	\$9,799.00 y
SP27 shear pin hub assembly	\$4,038.50 y
14mm double strand pulley, complete with taper lock bushing.	\$2,080.00 y
6"x24" double strand flight bar	\$931.80 y
M-12 R.E.D. Mixer shaft (driver)	\$7,304.00 y
M-12 R.E.D. Mixer shaft (driven)	\$7,140.00 y
1020G20 Gear coupling	\$984.00 y
M-12 Spur gear (Keyed in a matched pair)	\$2,665.00 y
M-12 Mixer paddle AR400	\$6,216.60 y
Sheave complete with SH bushing	\$76.78 y
Sheave complete with Sk bushing	\$267.84 y
FGR Fan Motor, Reliance 125 HP	y

Conveyor Belting 084

Verified on site

1 225 Ft. 48" 440-1 1/4" x 3/32" Conflex Belting	\$8,673.75	n
2 440 Ft 48" 440-1 1/4" x 3/32" Conflex Belting	\$16,962.00	n

Cooling Tower -074

Lower GRP Fan Cylinder # D47350	\$4,000.00	n
Spare Geareducer Series 2400 - 5.50/1 CC2 # C24687	\$9,200.00	y
Spare Blade for 3658 - 36N - 45U # D90746	\$75.00	n
Marley Model NC8312K6GS s/n 249371A6 - 2400 Geareducer		
Inner Pinion Shaft Bearing # 216507	\$140.82	y
Outer Pinion Shaft Bearing # C28099	\$103.20	y
Set of 5 O'ring Seals # C33280	\$23.65	y
Pinion Shaft Oil Seal # E48570	\$141.90	y

Burner Spare Parts -075

1 Part # 320000 - 1092-PF 6000v 50/60 HZ Allanson Gas Ignition Transformer	\$95.00	n
2 1 Part # 060360 - M9184F-1034 H.W. Modutrol Motor	\$820.00	y
3 1 Part # 060640 - 198162EA Honeywell Internal Transf.	\$81.00	n
4 1 Part # 060980 AGA58.4 Landis & Gyr 3/8 " Square Shaft	\$61.00	n

Crane Spare Parts - 076

1 R68741F1 Bottom Block Assy - 4 x 1/2"	\$13,960.00	y
2 2 7F229 Sheve - 15" P.D. - 1/2" Rope	\$9,788.00	n
3 2 25Z263D1 Bearing - TNASWE - 4.25" Bore	\$3,076.00	y
4 4 18Z35552D2 Bearing Seal	\$128.00	y
5 2 R40453D1 Sheve Pin	\$3,618.00	n
6 2 20Z3D19 Lock Nut	\$218.00	n
7 2 18ZiD58 Lock Washer	\$78.00	n
8 2 44Z1D14 Lube Fitting - Std 1/4" Hyd	\$7.00	n
9 2 18T14 Keeper Plate	\$90.00	n
10 2 18H6414D2 Spacer	\$390.00	n
11 4 20Q260D345 Hex Head Capscrew	\$9.20	n
12 4 20H1614D2 1/4 - 20 Heavy Hex Locknut	\$2.90	n

Misc Vessels -076

2 Sterling Deaerator # PNK18 18" Round Manway Gasket	\$251.43	n
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Misc Bearings and ash conveyor parts - 078

PLB6863FR x 3-15/16" = SAF22522 x 3-15/16" Fixed (SKF Brand)	\$769.90	n
PELB6863FR x 3-15/16" = SAFE22522 x 3-15/16" Float	\$769.90	n
PLB6851FR x 3-3/16" = FSAF22518 x 3-3/16" Fixed (SKF	\$512.38	n
PELB6851FR x 3-3/16" = FSAFE 22518 x 3-3/16" Float (	\$512.38	n

Ash Belt A & B Parts

20HP 3Ph, 1800RPM, TEFC, 256T Frame, Cast Iron Motor	\$697.50	y
6 1 TA7315H40 Torque Arm Shaft Mount Reducer 40:1 ratio (Dodge)	\$6,082.98	y
7 1 TA7315TB x4.188 Torque Arm Shaft Mount Bushing (Dodge)	\$429.98	y
8 1 2C8.5SF x 1.63" Driver Sheave 2 Groove C Section QD Type (Master Drive)	\$101.08	y
9 1 2C16.0SF x 2.44" Driver Sheave 2 Groove C Section QD Type (Master Drive)	\$180.60	y
10 2 C112 V Belt C Section (MBL)	\$50.40	n
MRBCM0003600 Replacement Blade for Primary Belt Cleaner (Arch	\$367.89	n
MRBCM0004800 Replacement Blade for Secondary Belt Cleaner (Arch	\$512.61	n
15 1 RS-2 Safety Stop Switch (Conveyor Components)	\$344.00	y
16 1 TA-2 Belt Drift Switch (Conveyor Components)	\$277.34	y
17 2 815-20EI -48 Impact Idlers (Superior Components)	\$1,081.78	y

18 2 815-20EA-48 Trough Training Idlers (Superior Components)	\$1,180.62	y
19 4 815-20E-48 Trough Idlers (Superior Components)	\$1,075.20	y
20 4 815-RET-48 Return Idlers (Superior Components)	\$436.80	y
21 2 815-RETA-48 Return Training Idlers (Superior Components)	\$1,034.36	y
22 2 JE2407F Head Bearing 4-7/16" Bore PB 4 Bit (Jones Bearing)	\$1,904.36	y
23 2 JE231SF Upturn Terminal Bearing 3-15/16" Bore PB 4 Bolt(Jones Bend Pulley Bearing 2-15/16" Bore PB 4 Bolt (Jones	\$1,268.48	n
25 1 PBD-92712000 Zero Speed Switch (Siemens)	\$605.50	n
Grapple -079		
1 I4068B46R Pump	\$7,359.00	n
2 1 330292 Hydraulic Cylinder	\$1,320.00	n
3 1 I4035O85D Cylinder Seal Kit	\$96.00	n
4 1 I4068Z38 Return Line Filter	\$72.00	n
5 1 I4070B16M Electric Motor	\$7,339.00	y
6 1 H9999 Relief Valve	\$59.00	n
7 1 H9999 Poppet DPS2-16	\$59.00	n
8 1 H9999 Poppet DPS2-20	\$119.00	n
9 1 H9999 Counterbalance Valve	\$89.00	n
Yokagawa - 080		
Yokogawa Zirconia Oxygen/Humidity Detector	\$3,290.00	n
2 1 M1234SE-A Yokogawa O2 Fly Ash Filter Thin Type for ZR22G	\$525.00	n
Reagent and Hydraulics - 081		
533888 Baldor IDNM3538 0.5 1725 TENV 230/460 56C	\$275.21	y
Hydraulics		
2 1 999999999 Vickers KDG4V-3S-2C 15N-m-u-H5-60	\$342.89	n
3 1 414069 Vickers PVQ13-A2R-SE1S-20-C14-12	\$813.05	y
4 1 1366252 Baldor CM3615T Motor 1 BALT 34 AL	\$328.32	y
5 1 532674 Vescor 1959 Pump/Motor Adapter 3 PCS IL	\$42.80	n
Vickers FI HF4RT1SD3GB3XXBC03 Assy	\$219.67	n
7 1 3658968 Rexroth R433051754 2-1/2 Hyd Cylinder	\$1,077.52	n
8 1 1657071 Vickers V4051B3C03 Filter	\$38.63	n
Urea Motor - 082		
SMP 1.25x0.75x5 FPD - S Complete Pump and Motor	\$1,755.00	y
CEMS spare Parts - 083		
4 Maintenance Items for CLIR (per Analyzer) Including: \$1,181.00 \$4,724.00	\$4,724.00	n
F05-5023-A Internal fan Dust Filter		n
F05-IDN-10G Line Filter for Ozone Generator		n
F05-K-0011-B Charcoal Cartridge Kit		n
F05-SDN-A On-Line Activated Charcoal Filter		n
F05-SLLS-025-		n
NS Filter Millex 25Mm-5 UM		n
V02-N022-5-		n
0340 Pump Valve Set of 2		n
V02-N026-11-2-		n
A Teflon Pump Membrane (set of 2)		n
V04-PA-001 Grill Filter		n
F05-PERM-003-		n
A Permeation Dryer		n
2 1 MIR-C-K Maintenance Kit for MIR 9000 Including: \$457.00 \$457.00	\$457.00	n
F05-11-842 10 Millex Filters (Bag of 10)		n

V02-k-113-909-		n
A (2) Maintenance Kit for Air Pump		n
3 1 CA-SEC-SK Maintenance Kit for Probe Including: \$354.00	\$354.00	n
F05-5001-A (2) Ceramic Filter 20 micron		n
P06-0067-TEF (4) O Ring Diam 12 Cord 1,5 Viton		n
4 1 Chiller Including: \$935.00	\$935.00	n
433701 (4) 2 Micron Filter, Ceramic		n
113_909-A (4) Maintenance Kit for Air Pump		n
58202-10-0001 (1) Heat Sink Paste, 0.1 Ounce Container		n
Universal Analyzer Probe 270 and 270S Series Heated	\$340.00	n
Stack Filter Including: \$340.00		n
433701 (4) 2 Micron Filter, Ceramic		n
433702 (8) O Filter O ring, Viton #2-208		n
Durag Opacaty Monitor D-R 290 Opacaty Monitor	\$624.00	n
181001 Air Filter Insert, Per Case of 16		y
181002 Air Filter Insert, Per Case of 16		y
7 1 Puregas PCR-15B Regenerative Dryer Including:	\$92.00	n
60057-554 Sum Particulate and Afterfilter Filter Element		n
60057-556 .01 um Coalescing Filter Element		n
Silo Parts -085		
1 2" 320-WRE-HT 2" Fox Eductor \$1,880.00	\$1,880.00	y
Contrex Feeder Drive Motor Speed Pickup w/ Pickup		
Resistor \$250.00	\$250.00	n
3-2 Acrison Size DD Volumetric Feeder Auger \$730.00	\$730.00	y
4 1 127-0665 Acrison Volumetric Feeder Feed Tube Gasket \$58.12	\$58.12	y
Grate Parts - 087		
150 130288 Grate Tile Castings	\$81,300.00	y
2 300 130287 Grate Tile Keeper Clips	\$5,250.00	y
Sootblower spares - 088		
4 2.0" Lance Support Assembly \$77.50	\$6,975.00	y
10 2.5" Lance Support Assembly \$80.00	\$2,400.00	y
Ash Conveyor Belt and Vibrating Pan		
Rubber buffers qty 4 GTP 55X93.5	\$918.00	y
4 x Coil Springs FD.Z/D 21.0 x 124 x 197	\$740.00	y
4 x Coil Springs FD.Z/D 21.0 x 124 x 359	\$1,285.60	n
6 x leaf springs FD.B 6.0 x 50 x 450	\$750.00	n
6 x leaf springs FD.B 4.0 x 70 x 150	\$352.80	n
1 X JOEST crank shaft drive JS 32-70, B 380	\$25,279.00	y
1 x V-belt pulley SPB 400 x 4 x 50	\$580.00	y
1 x V-belt pulley SPB	\$665.00	y
4 x V-belts SPB	\$276.00	n
1 x Contisen 2 Controller	\$2,895.00	n
2 x pulley bushings	\$156.00	n
18"x18" rotary feeder shaft & rotor ass'y	\$5,260.00	n
18"x18" RF Shoe	\$4,990.00	y
2-1/4" dia. shaft seal	\$25.42	n
5HP 460V Electric motor 184T frame	\$2,029.50	y
SM Cyclo CHH6190DBY-SB	\$9,799.00	y
SP27 shear pin hub assembly	\$4,038.50	y
Sprocket 140B17H	\$451.00	n

Complete set of tooth segments for 14mm 10 tooth sprocket furnished with shoulder bolts and locknuts	\$2,000.00 n
14mm double strand pulley, complete with taper lock bushing	\$2,240.00 n
14mm double strand pulley, complete with taper lock bushing.	\$2,080.00 y
14mm connector w/bolt, nut & washer	\$380.00 n
6"x24" double strand flight bar	\$931.80 y
M-12 R.E.D. Mixer shaft (driver)	\$7,304.00 y
M-12 R.E.D. Mixer shaft (driven)	\$7,140.00 y
1020G20 Gear coupling	\$984.00 y
M-12 Spur gear (Keyed in a matched pair)	\$2,665.00 y
M-12 Mixer paddle AR400	\$6,216.60 y
Flange bearing 2-15/16" dia. (exp)	\$522.75 n
2-15/16" Pillow block (fixed)	\$473.55 n
Spray nozzle (brass)	\$200.00 n
Screw Clamp	\$9.40 n
2-7/16" dia. Shaft seal	\$24.30 n
External face seal	\$215.96 n
Tandem radial seal	\$202.28 n
Packing seal	\$87.84 n
Sheave complete with SH bushing	\$76.78 y
Sheave complete with Sk bushing	\$267.84 y
FGR Fan Motor, Reliance 125 HP	y

Conveyor Belting 084

Verified on site

Cooling Tower -074

Spare Geareducer Series 2400 - 5.50/1 CC2 # C24687 \$9,200.00 y

Marley Model NC8312K6GS s/n 249371A6 - 2400

Geareducer

Inner Pinion Shaft Bearing # 216507 \$140.82 y

Outer Pinion Shaft Bearing # C28099 \$103.20 y

Set of 5 O'ring Seals # C33280 \$23.65 y

Pinion Shaft Oil Seal # E48570 \$141.90 y

Burner Spare Parts -075

2 1 Part # 060360 - M9184F-1034 H.W. Modutrol Motor \$820.00 y

Crane Spare Parts - 076

1 R68741F1 Bottom Block Assy - 4 x 1/2" \$13,960.00 y

3 2 25Z263D1 Bearing - TNASWE - 4.25" Bore \$3,076.00 y

4 4 18Z35552D2 Bearing Seal \$128.00 y

Misc Vessels -076**Misc Bearings and ash conveyor parts - 078****Ash Belt A & B Parts**

20HP 3Ph, 1800RPM,TEFC,256T Frame, Cast Iron Motor \$697.50 y

6 1 TA7315H40 Torque Arm Shaft Mount Reducer 40:1 ratio (Dodge) \$6,082.98 y

7 1 TA7315TB x4.188 Torque Arm Shaft Mount Bushing (Dodge) \$429.98 y

8 1 2C8.5SF x 1.63" Driver Sheave 2 Groove C Section QD Type (Master Drive) \$101.08 y

9 1 2C16.0SF x 2.44" Driver Sheave 2 Groove C Section QD Type (Master Drive) \$180.60 y

15 1 RS-2 Safety Stop Switch (Conveyor Components) \$344.00 y

16 1 TA-2 Belt Drift Switch (Conveyor Components) \$277.34 y

17 2 815-20EI -48 Impact Idlers (Superior Components) \$1,081.78 y

18 2 815-20EA-48 Trough Training Idlers (Superior Components) \$1,180.62 y

19 4 815-20E-48 Trough Idlers (Superior Components) \$1,075.20 y

20 4 815-RET-48 Return Idlers (Superior Components) \$436.80 y

21 2 815-RETA-48 Return Training Idlers (Superior Components) \$1,034.36 y

22 2 JE2407F Head Bearing 4-7/16" Bore PB 4 Bit (Jones Bearing) \$1,904.36 y

Grapple -079

5 1 I4070B16M Electric Motor \$7,339.00 y

Yokagawa - 080**Reagent and Hydraulics - 081**

533888 Baldor IDNM3538 0.5 1725 TENV 230/460 56C \$275.21 y

Hydraulics

3 1 414069 Vickers PVQ13-A2R-SE1S-20-C14-12 \$813.05 y

4 1 1366252 Baldor CM3615T Motor 1 BALT 34 AL \$328.32 y

Urea Motor - 082

SMP 1.25x0.75x5 FPD - S Complete Pump and Motor \$1,755.00 y

CEMS spare Parts - 083

181001 Air Filter Insert, Per Case of 16 y

181002 Air Filter Insert, Per Case of 16 y

Silo Parts -085

1 2" 320-WRE-HT 2" Fox Eductor \$1,880.00 \$1,880.00 \$1,880.00 y

Contrex Feeder Drive Motor Speed Pickup w/ Pickup

3-2 Acrison Size DD Volumetric Feeder Auger \$730.00 \$730.00 y

4 1 127-0665 Acrison Volumetric Feeder Feed Tube Gasket \$58.12 \$58.12 \$58.12 y

Grate Parts - 087

150 130288 Grate Tile Castings	\$81,300.00 y
2 300.130287 Grate Tile Keeper Clips	\$5,250.00 y
Sootblower spares - 088	
4 2.0" Lance Support Assembly \$77.50 \$6,975.00	\$6,975.00 y
10 2.5" Lance Support Assembly \$80.00 \$2,400.00	\$2,400.00 y
Ash Conveyor Belt and Vibrating Pan	
Rubber buffers qty 4 GTP 55X93.5	\$918.00 y
4 x Coil Springs FD.Z/D 21.0 x 124 x 197	\$740.00 y
1 X JOEST crank shaft drive JS 32-70, B 380	\$25,279.00 y
1 x V-belt pulley SPB 400 x 4 x 50	\$580.00 y
1 x V-belt pulley SPB	\$665.00 y
18"x18" RF Shoe	\$4,990.00 y
5HP 460V Electric motor 184T frame	\$2,029.50 y
SM Cyclo CHH6190DBY-SB	\$9,799.00 y
SP27 shear pin hub assembly	\$4,038.50 y
14mm double strand pulley, complete with taper lock bushing.	\$2,080.00 y
6"x24" double strand flight bar	\$931.80 y
M-12 R.E.D. Mixer shaft (driver)	\$7,304.00 y
M-12 R.E.D. Mixer shaft (driven)	\$7,140.00 y
1020G20 Gear coupling	\$984.00 y
M-12 Spur gear (Keyed in a matched pair)	\$2,665.00 y
M-12 Mixer paddle AR400	\$6,216.60 y
Sheave complete with SH bushing	\$76.78 y
Sheave complete with Sk bushing	\$267.84 y
FGR Fan Motor, Reliance 125 HP	y

Conveyor Belting 084

Verified on site

1 225 Ft. 48" 440-1 1/4" x 3/32" Conflex Belting	\$8,673.75	n
2 440 Ft 48" 440-1 1/4" x 3/32" Conflex Belting	\$16,962.00	n

Cooling Tower -074

Lower GRP Fan Cylinder # D47350	\$4,000.00	n
Spare Geareducer Series 2400 - 5.50/1 CC2 # C24687	\$9,200.00	y
Spare Blade for 3658 - 36N - 45U # D90746	\$75.00	n
Marley Model NC8312K6GS s/n 249371A6 - 2400 Geareducer		
Inner Pinion Shaft Bearing # 216507	\$140.82	y
Outer Pinion Shaft Bearing # C28099	\$103.20	y
Set of 5 O'ring Seals # C33280	\$23.65	y
Pinion Shaft Oil Seal # E48570	\$141.90	y

Burner Spare Parts -075

1 Part # 320000 - 1092-PF 6000v 50/60 HZ Allanson Gas Ignition Transformer	\$95.00	n
2 1 Part # 060360 - M9184F-1034 H.W. Modutrol Motor	\$820.00	y
3 1 Part # 060640 - 198162EA Honeywell Internal Transf.	\$81.00	n
4 1 Part # 060980 AGA58.4 Landis & Gyr 3/8 " Square Shaft	\$61.00	n

Crane Spare Parts - 076

1 R68741F1 Bottom Block Assy - 4 x 1/2"	\$13,960.00	y
2 2 7F229 Sheve - 15" P.D. - 1/2" Rope	\$9,788.00	n
3 2 25Z263D1 Bearing - TNASWE - 4.25" Bore	\$3,076.00	y
4 4 18Z35552D2 Bearing Seal	\$128.00	y
5 2 R40453D1 Sheve Pin	\$3,618.00	n
6 2 20Z3D19 Lock Nut	\$218.00	n
7 2 18ZiD58 Lock Washer	\$78.00	n
8 2 44Z1D14 Lube Fitting - Std 1/4" Hyd	\$7.00	n
9 2 18T14 Keeper Plate	\$90.00	n
10 2 18H6414D2 Spacer	\$390.00	n
11 4 20Q260D345 Hex Head Capscrew	\$9.20	n
12 4 20H1614D2 1/4 - 20 Heavy Hex Locknut	\$2.90	n

Misc Vessels -076

2 Sterling Deaerator # PNK18 18" Round Manway Gasket	\$251.43	n
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Misc Bearings and ash conveyor parts - 078

PLB6863FR x 3-15/16" = SAF22522 x 3-15/16" Fixed (SKF Brand)	\$769.90	n
PELB6863FR x 3-15/16" = SAFE22522 x 3-15/16" Float	\$769.90	n
PLB6851FR x 3-3/16" = FSAF22518 x 3-3/16" Fixed (SKF	\$512.38	n
PELB6851FR x 3-3/16" = FSAFE 22518 x 3-3/16" Float (	\$512.38	n

Ash Belt A & B Parts

20HP 3Ph, 1800RPM, TEFC, 256T Frame, Cast Iron Motor	\$697.50	y
6 1 TA7315H40 Torque Arm Shaft Mount Reducer 40:1 ratio (Dodge)	\$6,082.98	y
7 1 TA7315TB x4.188 Torque Arm Shaft Mount Bushing (Dodge)	\$429.98	y
8 1 2C8.5SF x 1.63" Driver Sheave 2 Groove C Section QD Type (Master Drive)	\$101.08	y
9 1 2C16.0SF x 2.44" Driver Sheave 2 Groove C Section QD Type (Master Drive)	\$180.60	y
10 2 C112 V Belt C Section (MBL)	\$50.40	n
MRBCM0003600 Replacement Blade for Primary Belt Cleaner (Arch	\$367.89	n
MRBCM0004800 Replacement Blade for Secondary Belt Cleaner (Arch	\$512.61	n
15 1 RS-2 Safety Stop Switch (Conveyor Components)	\$344.00	y
16 1 TA-2 Belt Drift Switch (Conveyor Components)	\$277.34	y
17 2 815-20EI -48 Impact Idlers (Superior Components)	\$1,081.78	y

18 2 815-20EA-48 Trough Training Idlers (Superior Components)	\$1,180.62	y
19 4 815-20E-48 Trough Idlers (Superior Components)	\$1,075.20	y
20 4 815-RET-48 Return Idlers (Superior Components)	\$436.80	y
21 2 815-RETA-48 Return Training Idlers (Superior Components)	\$1,034.36	y
22 2 JE2407F Head Bearing 4-7/16" Bore PB 4 Bit (Jones Bearing)	\$1,904.36	y
23 2 JE231SF Upturn Terminal Bearing 3-15/16" Bore PB 4 Bolt(Jones	\$1,268.48	n
Bend Pulley Bearing 2-15/16" Bore PB 4 Bolt (Jones	\$605.50	n
25 1 PBD-92712000 Zero Speed Switch (Siemens)	\$558.13	n
Grapple -079		
1 I4068B46R Pump	\$7,359.00	n
2 1 330292 Hydraulic Cylinder	\$1,320.00	n
3 1 I4035O85D Cylinfer Seal Kit	\$96.00	n
4 1 I4068Z38 Return Line Filter	\$72.00	n
5 1 I4070B16M Electric Motor	\$7,339.00	y
6 1 H9999 Relief Valve	\$59.00	n
7 1 H9999 Poppet DPS2-16	\$59.00	n
8 1 H9999 Poppet DPS2-20	\$119.00	n
9 1 H9999 Counterbalance Valve	\$89.00	n
Yokogawa - 080		
Yokogawa Zirconia Oxygen/Humidity Detector	\$3,290.00	n
2 1 M1234SE-A Yokogawa O2 Fly Ash Filter Thin Type for ZR22G	\$525.00	n
Reagent and Hydraulics - 081		
533888 Baldor IDNM3538 0.5 1725 TENV 230/460 56C	\$275.21	y
Hydraulics		
2 1 999999999 Vickers KDG4V-3S-2C 15N-m-u-H5-60	\$342.89	n
3 1 414069 Vickers PVQ13-A2R-SE1S-20-C14-12	\$813.05	y
4 1 1366252 Baldor CM3615T Motor 1 BALT.34 AL	\$328.32	y
5 1 532674 Vescor 1959 Pump/Motor Adapter 3 PCS IL	\$42.80	n
Vickers FI HF4RT1SD3GB3XXBC03 Assy	\$219.67	n
7 1 3658968 Rexroth R433051754 2-1/2 Hyd Cylinder	\$1,077.52	n
8 1 1657071 Vickers V4051B3C03 Filter	\$38.63	n
Urea Motor - 082		
SMP 1.25x0.75x5 FPD - S Complete Pump and Motor	\$1,755.00	y
CEMS spare Parts - 083		
4 Maintenance Items for CLIR (per Analyzer) Including: \$1,181.00 \$4,724.00	\$4,724.00	n
F05-5023-A Internal fan Dust Filter		n
F05-IDN-10G Line Filter for Ozone Generator		n
F05-K-0011-B Charcoal Cartridge Kit		n
F05-SDN-A On-Line Activated Charcoal Filter		n
F05-SLLS-025-		n
NS Filter Millex 25Mm-5 UM		n
V02-N022-5-		n
0340 Pump Valve Set of 2		n
V02-N026-11-2-		n
A Teflon Pump Membrane (set of 2)		n
V04-PA-001 Grill Filter		n
F05-PERM-003-		n
A Permeation Dryer		n
2 1 MIR-C-K Maintenance Kit for MIR 9000 Including: \$457.00 \$457.00	\$457.00	n
F05-11-842 10 Millex Filters (Bag of 10)		n

V02-k-113-909-		n
A (2) Maintenance Kit for Air Pump		n
3 1 CA-SEC-SK Maintenance Kit for Probe Including: \$354.00	\$354.00	n
F05-5001-A (2) Ceramic Filter 20 micron		n
P06-0067-TEF (4) O Ring Diam 12 Cord 1,5 Viton		n
4 1 Chiller Including: \$935.00	\$935.00	n
433701 (4) 2 Micron Filter, Ceramic		n
113_909-A (4) Maintenance Kit for Air Pump		n
58202-10-0001 (1) Heat Sink Paste, 0.1 Ounce Container		n
Universal Analyzer Probe 270 and 270S Series Heated	\$340.00	n
Stack Filter Including: \$340.00		n
433701 (4) 2 Micron Filter, Ceramic		n
433702 (8) O Filter O ring, Viton #2-208		n
Durag Opacaty Monitor D-R 290 Opacaty Monitor	\$624.00	n
181001 Air Filter Insert, Per Case of 16		y
181002 Air Filter Insert, Per Case of 16		y
7 1 Puregas PCR-15B Regenerative Dryer Including:	\$92.00	n
60057-554 Sum Particulate and Afterfilter Filter Element		n
60057-556 .01 um Coalescing Filter Element		n
Silo Parts -085		
1 2" 320-WRE-HT 2" Fox Eductor \$1,880.00	\$1,880.00	y
Contrex Feeder Drive Motor Speed Pickup w/ Pickup		
Resistor \$250.00	\$250.00	n
3-2 Acrison Size DD Volumetric Feeder Auger \$730.00	\$730.00	y
4 1 127-0665 Acrison Volumetric Feeder Feed Tube Gasket \$58.12	\$58.12	y
Grate Parts - 087		
150 130288 Grate Tile Castings	\$81,300.00	y
2 300 130287 Grate Tile Keeper Clips	\$5,250.00	y
Sootblower spares - 088		
4 2.0" Lance Support Assembly \$77.50	\$6,975.00	y
10 2.5" Lance Support Assembly \$80.00	\$2,400.00	y
Ash Conveyor Belt and Vibrating Pan		
Rubber buffers qty 4 GTP 55X93.5	\$918.00	y
4 x Coil Springs FD.Z/D 21.0 x 124 x 197	\$740.00	y
4 x Coil Springs FD.Z/D 21.0 x 124 x 359	\$1,285.60	n
6 x leaf springs FD.B 6.0 x 50 x 450	\$750.00	n
6 x leaf springs FD.B 4.0 x 70 x 150	\$352.80	n
1 X JOEST crank shaft drive JS 32-70, B 380	\$25,279.00	y
1 x V-belt pulley SPB 400 x 4 x 50	\$580.00	y
1 x V-belt pulley SPB	\$665.00	y
4 x V-belts SPB	\$276.00	n
1 x Contisen 2 Controller	\$2,895.00	n
2 x pulley bushings	\$156.00	n
18"x18" rotary feeder shaft & rotor ass'y	\$5,260.00	n
18"x18" RF Shoe	\$4,990.00	y
2-1/4" dia. shaft seal	\$25.42	n
5HP 460V Electric motor 184T frame	\$2,029.50	y
SM Cyclo CHH6190DBY-SB	\$9,799.00	y
SP27 shear pin hub assembly	\$4,038.50	y
Sprocket 140B17H	\$451.00	n

Complete set of tooth segments for 14mm 10 tooth sprocket furnished with shoulder bolts and locknuts	\$2,000.00 n
14mm double strand pulley, complete with taper lock bushing	\$2,240.00 n
14mm double strand pulley, complete with taper lock bushing.	\$2,080.00 y
14mm connector w/bolt, nut & washer	\$380.00 n
6"x24" double strand flight bar	\$931.80 y
M-12 R.E.D. Mixer shaft (driver)	\$7,304.00 y
M-12 R.E.D. Mixer shaft (driven)	\$7,140.00 y
1020G20 Gear coupling	\$984.00 y
M-12 Spur gear (Keyed in a matched pair)	\$2,665.00 y
M-12 Mixer paddle AR400	\$6,216.60 y
Flange bearing 2-15/16" dia. (exp)	\$522.75 n
2-15/16" Pillow block (fixed)	\$473.55 n
Spray nozzle (brass)	\$200.00 n
Screw Clamp	\$9.40 n
2-7/16" dia. Shaft seal	\$24.30 n
External face seal	\$215.96 n
Tandem radial seal	\$202.28 n
Packing seal	\$87.84 n
Sheave complete with SH bushing	\$76.78 y
Sheave complete with Sk bushing	\$267.84 y
FGR Fan Motor, Reliance 125 HP	y

SCHEDULE 2.01(h)

Motor Vehicles and Rolling Stock

1. Volvo Loader
 - a. Year: 2008
 - b. Make: Volvo
 - c. Model: L110-F
 - d. Type/description: Loader
 - e. Serial or VIN Number: 61793

2. Volvo Excavator
 - a. Year: 2008
 - b. Make: Volvo
 - c. Model: EW180C
 - d. Type/description: Excavator
 - e. Serial or VIN Number: 120695

3. Red Mack Rolloff Truck
 - a. Year: 2005
 - b. Make: Mack
 - c. Model: CT713
 - d. Type/description: Roll Off
 - e. Serial or VIN Number: 1M2AL02C26M004423

4. See items listed in Group 07, Vehicle & Motor Equipment, on RRF 2011 (attached to Scheduled 2.01(f)).

5. All other vehicles and rolling stock on site are owned/leased by (i) Covanta to perform services under the Management and Professional Services Agreement, (ii) THA and are inoperable and will be removed or disposed of, or (iii) by the City and will be removed.

- **Disclosure Coverage: All motor vehicles and rolling stock.**

SCHEDULE 2.01(g)

Spare Parts, Tools and Consumables Inventories

1. *See Schedule 2.02(o).*

2. Seller also purchases fuel oil for heating the Public Works VMC building and the D&D Building. There is a tank located in the basement of the HRRF for VMC heating oil and a tank at the D&D Building for heating that structure.

3. All other parts not listed on Schedule 2.02(o) "Harrisburg Site-Spare Parts" and inventories of chemicals, reagents, etc. on site have been purchased, and are owned, by Covanta in connection with their duties under the Management and Professional Services Agreement, the Administrative Services and Interim Operation and Maintenance Agreement or other agreements between Seller and Covanta.

- **Disclosure Coverage: All spare parts, tools and consumables inventories of fuels, supplies, materials and spares used or held for use in connection with the Facility and located on the Real Property, whether or not affixed thereto**

SCHEDULE 2.01(h)

Motor Vehicles and Rolling Stock

1. All motor vehicles and rolling stock on site (*see Schedule 2.02(o) "Schedule of Equipment and Vehicle Inventory" attachment*) are owned/leased by either: (i) Covanta to perform services under the Management and Professional Services Agreement, (ii) Seller for the purpose of site operations, or (iii) by the City for City services.

2. See attached Seller Equipment List.

- **Disclosure Coverage: All motor vehicles and rolling stock.**

**SCHEDULE OF EQUIPMENT AND VEHICLE INVENTORY OF
HRRF BY THE HARRISBURG AUTHORITY
DATED: JULY 3, 2013**

Equipment List

TYPE OF EQUIPMENT	MAKE	MODEL	YEAR	SERIAL/VIN #	HRS/MILES	PLATE #	COMMENTS
THA EQUIPMENT							
Excavator	Volvo	E180	2008	120695			Running - RRF Building
Loader	Volvo	L-110F	2008	61793			Running - RRF Building
Roll Off	Mack (Red)	CT713	2005	1M2AL02C26M004423			Running - RRF Building
Excavator	CAT	325BL	1986	2JR01590 Engine SN	17443.9/hrs		Running - RRF Building
Loader	Kawasaki	90Z IV-2 Wheel Loader	unknown	90035646 - THA 90C35646	21640/hrs		Not running - Lay Down Yard
Forklift	Nissan	MP1F2A25LV - PIF2	unknown	9H2296	1,575		Running - RRF Building
Skid Loader	Volvo	MC60B	unknown	70100			Running - RRF Building
Taurus Station Wagon	Ford	Taurus Station Wagon	1998	IFAFP57U9WA193785		72265-MG	Running - VMC
Explorer XL	Ford	Explorer XL	1992	IFMDU34X7NUA6608 5		49598-MG	Not running -- VMC
Mack Truck	Mack (Orange)	Truck/Tractor	1979	1M2AL02C26M004423		MG1424D	Not Running - VMC
Dump Truck	International	Dump Truck	1984	1HTLDTVR8EHA5463 8		46286-MG	Not running - Lay Down Yard
Payloader	Clark Michigan	125C Wheel Loader	1986	30809A39CB		NO PLATES	Not running - Lay Down Yard

SCHEDULE 2.01(j)

Governmental Permits

1. Certificates of Boiler or Pressure Vessel Operation: see "Covanta Harrisburg Pressure Vessel List" attached.
2. On May 22, 2013, a loss protection was conducted by Hartford Steam Boiler. All pressure units passed with the exception of for pressure vessels of PA616667, PA597306, and PA597307 because the name tags on the pressure relief valves were unreadable. New valves were ordered and have been installed. HSB has been notified to have the vessels certified.
3. Elevator Inspection issued June 10, 2013 for elevator located at 1670 South 19th Street.
4. For other permits, see Schedule 3.09.

- **Disclosure Coverage: All Governmental Permits**

Covanta Harrisburg Pressure Vessel List

Equipment Description	Equipment Location	Jurisdiction #	Last Inspection Date	Certificate Expiration	Inspection Result
U-1 Refuse water wall boiler	Boiler Building	PA291211B	41312	41677	Pass
U-2 Refuse water wall boiler	Boiler Building	PA291212B	41292	41657	Pass
U-3 Refuse water wall Boiler	Boiler Building	291213B	41319	41684	Pass
Cleaver Brooks Firetube	Boiler Building Basement	NB23987	?	?	Will talk to inspector when he is onsite to reinspect failed vessels
Cleaver Brooks Exp. Tk	Boiler Building Basement	PA424194	41416	41350	Pass (awaiting new Certificate)
Cleaver Brooks Exp. Tk	Boiler Building Basement	PA424195	41416	41350	Pass (awaiting new Certificate)
Cleaver Brooks Exp. Tk	Boiler Building Basement	PA424196	41416	41350	Pass (awaiting new Certificate)
Cleaver Brooks Exp. Tk	Boiler Building Basement	PA424197	41416	41350	Pass (awaiting new Certificate)
Cleaver Brooks Exp. Tk	Boiler Building Basement	PA424198	41416	41350	Pass (awaiting new Certificate)
Cleaver Brooks Exp. Tk	Boiler Building Basement	PA424199	41416	41350	Pass (awaiting new Certificate)
Instrument Air compressor moisture Separator (new IR)	New IR Building	PA605789	41416	41350	Pass (awaiting new Certificate)
Instrument Air compressor moisture Separator (new IR)	New IR Building	PA605790	41416	41350	Pass (awaiting new Certificate)
Instrument Air compressor Oil Separator (new IR)	New IR Building	PA605791	41416	41350	Pass (awaiting new Certificate)
Instrument Air compressor Oil Separator (new IR)	New IR Building	PA605792	41416	41350	Pass (awaiting new Certificate)
Instrument Air Dryer (New IR)	Boiler Building Basement	PA605793	41416	41350	Pass (awaiting new Certificate)
Instrument Air Dryer (New IR)	Boiler Building Basement	PA605794	41416	41350	Pass (awaiting new Certificate)
Instrument Air Receiver	Boiler Building Basement	PA605795	41416	41350	Pass (awaiting new Certificate)
Service air Compressor Oil Separator (Old IR)	Boiler Building Basement	PA605796	41416	41350	Pass (awaiting new Certificate)
Service air Compressor Oil Separator (Old IR)	Boiler Building Basement	PA605797	41416	41350	Pass (awaiting new Certificate)

Carbon Silo Air Receiver	APC Pad	PA616667	41416	?	Fail (need Relief vlv) reinspect	
Service Air Receiver	Maint. Roadway	PA564323	41416	41350	Pass (awaiting new Certificate)	
Service Air Receiver	Boiler Building Basement	PA597305	41416	41350	Pass (awaiting new Certificate)	
Instrument Air Dryer (OLD IR)	Feedpump Room	PA597306	41416	41350	Fail (need Relief vlv)/reinspect	
Instrument Air Dryer (OLD IR)	Feedpump Room	PA597307	41416	41350	Fail (need Relief vlv)/reinspect	
Elevator	Boiler Building		41445	41394		Need to find out final outcome of inspection

SCHEDULE 2.01(o)

Acquired IP

1. The PC Scale System software and equipment is owned by Seller and can be found on the RRF 2011 schedule, attached to Schedule 2.01(f), under Group: Office Equipment (15).

2. All of Seller's right, title and interest to that certain patented combustion technology patented under U.S. Patent Nos. 6,665,304; 5,044,288; 4,955,296 received pursuant to a sub-license from Barlow Projects, Inc.

3. Computer software in the Administration Building and supervisor/chief/maintenance area are owned by Covanta. See Schedule 2.02(o).

- **Disclosure Coverage: All software developed or licensed by Seller relating to the operation and management of the Facility**

SCHEDULE 2.02(i)

Excluded Items

Drying & Dewatering (D&D) Building - First Floor:

1. All real and personal property located in Seller's Facility Site Manager Office.

Department of Public Works (DPW) Complex

2. All property including vehicles, equipment, tools, parts, supplies, and other real and personal property owned or leased by the City of Harrisburg and located in, on, or surrounding the DPW buildings and grounds. DPW buildings are the Vehicle Maintenance Center and Highway Building being leased to the City of Harrisburg by Seller. The DPW Complex and grounds are bordered by the asphalt areas surrounding the complex and so indicated on the attached site map.

HMERRF & Administration Building

3. All real and personal property and equipment owned or leased by Covanta in the HMERRF. See Schedule 2.02(o).
4. All computer hardware and software in the Administration Building and supervisor/chief/maintenance area, which is owned by Covanta.

Ash Landfill

5. All equipment and vehicles owned by Earthwatch's subcontractor KG Trucking for the performance of the Ash Management contract.

- **Disclosure Coverage: All "artifacts" and other excluded items located on the Real Property**

SCHEDULE 2.02(o)

Assets Owned by Covanta

1. See attached "Schedule of Equipment and Vehicle Inventory." This list details the mobile equipment and vehicles owned or leased by Covanta or Seller for operation of the HRRF.
2. See attached "Harrisburg-Site Spare Parts." This list is a detailed list of the spare parts inventory purchased by Seller during the Retrofit Completion project performed by Covanta. The parts are mainly in the site warehouse but there are a few items stored in various areas in the plant. Any other spare parts or supplies on site were purchased by Covanta
3. Covanta owns all of the IT hardware and software for daily operations located in the Administrative Building and supervisor/chief/maintenance area.

**SCHEDULE OF EQUIPMENT AND VEHICLE INVENTORY OF
HRRF BY THE HARRISBURG AUTHORITY
DATED: JULY 3, 2013**

COVANTA HARRISBURG, INC.
Equipment List

TYPE OF EQUIPMENT MAKE MODEL YEAR SERIAL/VIN # HRS/MILES PLATE # COMMENTS

**CONVANTA
EQUIPMENT**

Dozer	CAT	D6H	1990	8288829	68700/hrs		Not running - Lay down Yard
Forklift	H-tundai	30D-7E	2013	HHN04CD0003764	5		Running - RRF Building
Street Sweeper	Stewart-Amos	Starfire S4	2012	7949L			Running - RRF Building
MiniSkidSteer	Bobcat	MT52	2013	A3WR15151			Running - RRF Building
High Reach Scissors)	JLG	2646E2	unknown	200073118			Running - RRF Building
High Reach(Manlift)	Genie	GR20	2010	S12508-2095			Running - RRF Building

CONVANTA RENTALS

Roll Off Lease	Mack (White)	CV713	2007	63474	3866.4/miles <i>n/a</i> (off road)	<i>n/a</i>	Running - RRF Building
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Verified on site

Conveyor Belting 084

1 225 Ft. 48" 440-1 1/4" x 3/32" Conflex Belting \$8,673.75 n
 2 440 Ft 48" 440-1 1/4" x 3/32" Conflex Belting \$16,962.00 n

Cooling Tower -074

Lower GRP Fan Cylinder # D47350 \$4,000.00 n
 Spare Geareducer Series 2400 - 5.50/1 CC2 # C24687 \$9,200.00 y
 Spare Blade for 3658 - 36N - 45U # D90746 \$75.00 n
 Marley Model NC8312K6GS s/n 249371A6 - 2400

Geareducer

Inner Pinion Shaft Bearing # 216507 \$140.82 y
 Outer Pinion Shaft Bearing # C28099 \$103.20 y
 Set of 5 O'ring Seals # C33280 \$23.65 y
 Pinion Shaft Oil Seal # E48570 \$141.90 y

Burner Spare Parts -075

1 Part # 320000 - 1092-PF 6000v 50/60 HZ Allanson Gas Ignition Transformer \$95.00 n
 2 1 Part # 060360 - M9184F-1034 H.W. Modutrol Motor \$820.00 y
 3 1 Part # 060640 - 198162EA Honeywell Internal Transf. \$81.00 n
 4 1 Part # 060980 AGA58.4 Landis & Gyr 3/8 " Square Shaft \$61.00 n

Crane Spare Parts - 076

1 R68741F1 Bottom Block Assy - 4 x 1/2" \$13,960.00 y
 2 2 7F229 Sheve - 15" P.D. - 1/2" Rope \$9,788.00 n
 3 2 25Z263D1 Bearing - TNASWE - 4.25" Bore \$3,076.00 y
 4 4 18Z35552D2 Bearing Seal \$128.00 y
 5 2 R40453D1 Sheve Pin \$3,618.00 n
 6 2 20Z3D19 Lock Nut \$218.00 n
 7 2 18ZID58 Lock Washer \$78.00 n
 8 2 44Z1D14 Lube Fitting - Std 1/4" Hyd \$7.00 n
 9 2 18T14 Keeper Plate \$90.00 n
 10 2 18H6414D2 Spacer \$390.00 n
 11 4 20Q260D345 Hex Head Capscrew \$9.20 n
 12 4 20H1614D2 1/4 - 20 Heavy Hex Locknut \$2.90 n

Misc Vessels -076

2 Sterling Deaerator # PNK18 18" Round Manway Gasket \$251.43 n

Misc Bearings and ash conveyor parts - 078

PLB6863FR x 3-15/16" = SAF22522 x 3-15/16" Fixed (SKF Brand	\$769.90	n
PELB6863FR x 3-15/16" = SAFE22522 x 3-15/16" Float	\$769.90	n
PLB6851FR x 3-3/16" = FSAF22518 x 3-3/16" Fixed (SKF	\$512.38	n
PELB6851FR x 3-3/16" = FSAFE 22518 x 3-3/16" Float (	\$512.38	n
Ash Belt A & B Parts		
20HP 3Ph, 1800RPM, TEFC, 256T Frame, Cast Iron Motor	\$697.50	Y
6 1 TA7315H40 Torque Arm Shaft Mount Reducer 40:1 ratio (Dodge)	\$6,082.98	Y
7 1 TA7315TB x4.188 Torque Arm Shaft Mount Bushing (Dodge)	\$429.98	Y
8 1 2C8.5SF x 1.63" Driver Sheave 2 Groove C Section QD Type (Master Drive)	\$101.08	Y
9 1 2C16.0SF x 2.44" Driver Sheave 2 Groove C Section QD Type (Master Drive)	\$180.60	Y
10 2 C112 V Belt C Section (MBL)	\$50.40	n
MRBCM0003600 Replacement Blade for Primary Belt Cleaner (Arch	\$367.89	n
MRBCM0004800 Replacement Blade for Secondary Belt Cleaner (Arch	\$512.61	n
15 1 RS-2 Safety Stop Switch (Conveyor Components)	\$344.00	Y
16 1 TA-2 Belt Drift Switch (Conveyor Components)	\$277.34	Y
17 2 815-20EI -48 Impact Idlers (Superior Components)	\$1,081.78	Y
18 2 815-20EA-48 Trough Training Idlers (Superior Components)	\$1,180.62	Y
19 4 815-20E-48 Trough Idlers (Superior Components)	\$1,075.20	Y
20 4 815-RET-48 Return Idlers (Superior Components)	\$436.80	Y
21 2 815-RETA-48 Return Training Idlers (Superior Components)	\$1,034.36	Y
22 2 JE2407F Head Bearing 4-7/16" Bore PB 4 Bit (Jones Bearing)	\$1,904.36	Y
23 2 JE2315F Upturn Terminal Bearing 3-15/16" Bore PB 4 Bolt(Jones	\$1,268.48	n
Bend Pulley Bearing 2-15/16" Bore PB 4 Bolt (Jones	\$605.50	n
25 1 PBD-92712000 Zero Speed Switch (Siemens)	\$558.13	n
Grapple -079		
1 I4068B46R Pump	\$7,359.00	n
2 1 330292 Hydraulic Cylinder	\$1,320.00	n
3 1 I4035O85D Cylinder Seal Kit	\$96.00	n
4 1 I4068Z38 Return Line Filter	\$72.00	n
5 1 I4070B16M Electric Motor	\$7,339.00	Y
6 1 H9999 Relief Valve	\$59.00	n
7 1 H9999 Poppet DPS2-16	\$59.00	n
8 1 H9999 Poppet DPS2-20	\$119.00	n
9 1 H9999 Counterbalance Valve	\$89.00	n

Yokogawa - 080			
Yokogawa Zirconia Oxygen/Humidity Detector			
2 1 M1234SE-A Yokogawa O2 Fly Ash Filter Thin Type for ZR22G			\$3,290.00 n
Reagent and Hydraulics - 081			\$525.00 n
533888 Baldor IDNM3538 0.5 1725 TENV 230/460 56C			\$275.21 y
Hydraulics			
2 1 99999999 Vickers KDG4V-3S-2C 15N-m-u-H5-60			\$342.89 n
3 1 414069 Vickers PVQ13-A2R-SE1S-20-C14-12			\$813.05 y
4 1 1366252 Baldor CM3615T Motor 1 BALT 34 AL			\$328.32 y
5 1 532674 Vescor 1959 Pump/Motor Adapter 3 PCS IL			\$42.80 n
Vickers FI HF4RT1SD3GB3XXBC03 Assy			\$219.67 n
7 1 3658968 Rexroth R433051754 2-1/2 Hyd Cylinder			\$1,077.52 n
8 1 1657071 Vickers V4051B3C03 Filter			\$38.63 n
Urea Motor - 082			
SMP 1.25x0.75x5 FPD – S Complete Pump and Motor			\$1,755.00 y
CEMS spare Parts - 083			
4 Maintenance Items for CLIR (per Analyzer) Including: \$1,181.00 \$4,724.00			\$4,724.00 n
F05-5023-A Internal fan Dust Filter			n
F05-IDN-10G Line Filter for Ozone Generator			n
F05-K-0011-B Charcoal Cartridge Kit			n
F05-SDN-A On-Line Activated Charcoal Filter			n
F05-SLLS-025-			n
NS Filter Millex 25Mm-5 UM			n
V02-N022-5-			n
0340 Pump Valve Set of 2			n
V02-N026-11-2-			n
A Teflon Pump Membrane (set of 2)			n
V04-PA-001 Grill Filter			n
F05-PERM-003-			n
A Permeation Dryer			n
2 1 MIR-C-K Maintenance Kit for MIR 9000 Including: \$457.00 \$457.00			\$457.00 n
F05-11-842 10 Millex Filters (Bag of 10)			n
V02-k-113-909-			n
A (2) Maintenance Kit for Air Pump			n

3 1 CA-SEC-SK Maintenance Kit for Probe Including: \$354.00	\$354.00	n
F05-5001-A (2) Ceramic Filter 20 micron		n
P06-0067-TEF (4) O Ring Diam 12 Cord 1,5 Viton		n
4 1 Chiller Including: \$935.00	\$935.00	n
433701 (4) 2 Micron Filter, Ceramic		n
113_909-A (4) Maintenance Kit for Air Pump		n
58202-10-0001 (1) Heat Sink Paste, 0.1 Ounce Container		n
Universal Analyzer Probe 270 and 270S Series Heated	\$340.00	n
Stack Filter Including: \$340.00		n
433701 (4) 2 Micron Filter, Ceramic		n
433702 (8) O Filter O ring, Viton #2-208		n
Durag Opacity Monitor D-R 290 Opacity Monitor	\$624.00	n
181001 Air Filter Insert, Per Case of 16		y
181002 Air Filter Insert, Per Case of 16		y
7 1 Puregas PCR-15B Regenerative Dryer Including:	\$92.00	n
60057-554 Sum Particulate and Afterfilter Filter Element		n
60057-556 .01 um Coalescing Filter Element		n
Silo Parts -085		
1 2" 320-WRE-HT 2" Fox Eductor \$1,880.00	\$1,880.00	y
Contrex Feeder Drive Motor Speed Pickup w/ Pickup Resistor \$250.00	\$250.00	n
3-2 Acrison Size DD Volumetric Feeder Auger \$730.00	\$730.00	y
4 1 127-0665 Acrison Volumetric Feeder Feed Tube Gasket \$58.12	\$58.12	y
Grate Parts - 087		
150 130288 Grate Tile Castings	\$81,300.00	y
2 300 130287 Grate Tile Keeper Clips	\$5,250.00	y
Sootblower spares - 088		
4 2.0" Lance Support Assembly \$77.50	\$6,975.00	y
10 2.5" Lance Support Assembly \$80.00	\$2,400.00	y
Ash Conveyor Belt and Vibrating Pan		
Rubber buffers qty 4 GTP 55X93.5	\$918.00	y
4 x Coil Springs FD.Z/D 21.0 x 124 x 197	\$740.00	y
4 x Coil Springs FD.Z/D 21.0 x 124 x 359	\$1,285.60	n
6 x leaf springs FD.B 6.0 x 50 x 450	\$750.00	n

6 x leaf springs FD.B 4.0 x 70 x 150	\$352.80 n
1 X JOEST crank shaft drive JS 32-70, B 380	\$25,279.00 y
1 x V-belt pulley SPB 400 x 4 x 50	\$580.00 y
1 x V-belt pulley SPB	\$665.00 y
4 x V-belts SPB	\$276.00 n
1 x Contisen 2 Controller	\$2,895.00 n
2 x pulley bushings	\$156.00 n
18"x18" rotary feeder shaft & rotor ass'y	\$5,260.00 n
18"x18" RF Shoe	\$4,990.00 y
2-1/4" dia. shaft seal	\$25.42 n
5HP 460V Electric motor 184T frame	\$2,029.50 y
SM Cyclo CHH6190DBY-SB	\$9,799.00 y
SP27 shear pin hub assembly	\$4,038.50 y
Sprocket 140B17H	\$451.00 n
Complete set of tooth segments for 14mm 10 tooth sprocket furnished with shoulder bolts and locknuts	\$2,000.00 n
14mm double strand pulley, complete with taper lock bushing	\$2,240.00 n
14mm double strand pulley, complete with taper lock bushing.	\$2,080.00 y
14mm connector w/bolt, nut & washer	\$380.00 n
6"x24" double strand flight bar	\$931.80 y
M-12 R.E.D. Mixer shaft (driver)	\$7,304.00 y
M-12 R.E.D. Mixer shaft (driven)	\$7,140.00 y
1020G20 Gear coupling	\$984.00 y
M-12 Spur gear (Keyed in a matched pair)	\$2,665.00 y
M-12 Mixer paddle AR400	\$6,216.60 y
Flange bearing 2-15/16" dia. (exp)	\$522.75 n
2-15/16" Pillow block (fixed)	\$473.55 n
Spray nozzle (brass)	\$200.00 n
Screw Clamp	\$9.40 n
2-7/16" dia. Shaft seal	\$24.30 n
External face seal	\$215.96 n
Tandem radial seal	\$202.28 n
Packing seal	\$87.84 n
Sheave complete with SH bushing	\$76.78 y

Sheave complete with Sk bushing
FGR Fan Motor, Reliance 125 HP

\$267.84 Y
Y

SCHEDULE 3.03

No Conflicts; Governmental Approvals

1. Under a Consent Order and Agreement (the "COA") between Seller and the Commonwealth of Pennsylvania, Department of Environmental Protection ("DEP") dated September 27, 2010, Seller shall serve a copy of the COA upon Buyer at least thirty (30) days prior to the transfer contemplated by this Agreement and shall simultaneously inform the Southcentral Regional Office of the Department of Environmental Protection of such intent.

- **Disclosure Coverage:**

- **Action, consent or approval of, or filing with, any Governmental Authority required to consummate the Contemplated Transactions**
- **(i) Conflicts with the Organizational Documents of Seller, (ii) conflicts with provisions of any Law binding upon or applicable to Seller or any of its respective properties or assets, (iii) consents, waivers or approvals required under, or defaults under or agreements under which the Contemplated Transactions give rise to a right of termination, cancellation or acceleration of any right or obligation of Seller under any Contract binding upon Seller or any of its properties or assets and (iv) agreements giving rise to any right of first refusal, right of first offer, buy-sell right, option to purchase or other similar right of any Person with respect to any property or asset of Seller in connection with the consummation by Seller of the Contemplated Transactions.**

SCHEDULE 3.04

Legal Proceedings

Pending Litigation

1. *The Harrisburg Authority, et al. v. CIT Capital USA, Inc, et al.*, 08-CV-00180-JEJ (M.D. Pa.); on appeal at 12-3076 (3d Cir.).
2. *County of Dauphin, et al. v. The Harrisburg Authority, et al.*, 2009-CV-9271 (Dauphin County).
3. *County of Dauphin v. The Harrisburg Authority, et al.*, 2010-CV-14071(Dauphin County).
4. *TD Bank, National Association et al. v. The Harrisburg Authority, et al.* 2010-CV-11737 (Dauphin County); on appeal at 556 CD 2012 (Commonwealth Court).
5. *TD Bank, National Association et al. v. Wambach*, 2010-CV-11738 (Dauphin County).
6. *County of Dauphin v. The Harrisburg Authority, et al.*, 2011-CV-1618 (Dauphin County).
7. *JEM Group Ltd. v. The Harrisburg Authority*, 2011 – CV- 6958 (Dauphin County)(mandamus action. JEM has a judgment at 2011-CV-1768 – NT).
8. *Castine Energy Construction v. The Harrisburg Authority*, 1:12-cv-595 (M.D. Pa.) (stayed pending binding arbitration).

Threatened Litigation

1. Debt-related threatened litigation:

For each payment the County of Dauphin or AGM (the Bond Insurer) makes as guarantor and insurer, respectively, due to Seller's non-payment of its debt service, a claim may arise for reimbursement or subrogation under reimbursement agreements and bond insurance policies. Due to the prior litigation involving claims for reimbursement and subrogation, these potential claims could be considered to be ongoing threats of litigation. As of November 5, 2012, the County of Dauphin and AGM have made payments to cover Seller's debt service of \$48,737,813 and \$14,232,424.

2. Threatened litigation by those who completed the retrofit of the RRF:

Below are vendors who assisted in the completion of the RRF who have not been paid in full:

- a. C.G. Power Tech, Inc.
- b. Castine Energy Construction

- c. Chicago Tube and Iron
- d. D&S Contractors, Inc.
- e. D.M. Coatings,
- f. Ed-O Insulation, Inc.
- g. Goodman Conveyor, Co.
- h. Greiner Industries, Inc.
- i. Innovative Engineering Testing Construction
- j. JEM Group LLC
- k. Jordan Contracting
- l. MSC Industrial Supply
- m. Midwesco Filter Resources
- n. Paragon Industries
- o. Powerhouse
- p. Rogele, Inc.
- q. SSM Industries

Seller has stipulated to judgments as to Rogele (Dauphin County 2011-CV-2245-CV) and Innovative Engineering (Dauphin County – 2011 CV 7401NT; York County – 2011 SU 001658). Neither has moved, or threatened to move to enforce their judgments in mandamus. Some vendors, noted above, have instituted litigation. The remaining vendors, at one time or another, have demanded payments and threatened litigation.

3. Threatened litigation by the Forest Management Center:

Seller and the Forest Management Center are in a dispute over unpaid proceeds by FMC to Seller related to logging operations on Seller property around the DeHart Dam. Seller has a claim for unpaid proceeds while FMC is claiming that Seller owes them amounts associated with the construction of a logging road. It is doubtful that this proceeding would affect the asset at issue in this sale, but Seller may be a party in this litigation.

4. Potentially threatened litigation by others

Potential threats of litigation have been made by individuals relating to the conditions and activities at the Facility in the past, as set forth in the Historical Allegations and in the Other Environmental Allegations identified in Schedule 3.05.

- **Disclosure Coverage: Claims, actions, suits or proceedings pending or, to the Knowledge of Seller, threatened by or against or affecting Seller or the Acquired Assets**
- **Note: The only Legal Proceedings that create or relate to liens on the Acquired Assets are # 1 through # 7 above from Pending Litigation and # 2(a) and (q) of Threatened Litigation, all of which shall be released at Closing.**

SCHEDULE 3.05

Liabilities

1. Seller has received correspondence, inquiries and allegations from certain individuals alleging that there are actual or potential Liabilities relating to the Facility and/or its operation in the past, including without limitation allegations that the Facility has legacy environmental issues, that the Facility is a *de facto* hazardous waste site that was not properly operated and which will have to be cleaned up in the future, that the value of the Facility is linked to a cleanup standard, that portions of the Ashfill were not properly closed, that there is environmental contamination at the Facility property, that violations of environmental regulatory requirements and of Governmental Permits occurred at the Facility and that there are other alleged liabilities associated with environmental issues at or relating to the Facility (collectively, the "Historical Allegations"). The Historical Allegations include those set forth in:

- a. Opinion and Order Sur Motion to Dismiss or To Allow Appeal Nunc Pro Tunc October 27, 1994.
- b. Comments of Eric Epstein before the Dauphin County Commissioners dated August 1, 2012.
- c. Letter from Dauphin County Office of Commissioners to Seller Chairman dated August 2, 2012.
- d. Response from Jack Lausch to Chairman of Dauphin County Board dated September 25, 2012.
- e. Letter Ms. Karen M. McKillip regarding a response to a Right-To-Know Inquiry dated November 7, 2012.
- f. Pennsylvania Department of Environmental Protection Response dated November 28, 2012.
- g. Denial Response Regarding Right-to-Know from Pennsylvania Department of Environmental Protection dated November 28, 2012.

Note: With respect to the Historical Allegations and the Other Environmental Allegations, see Section 3.09(e) of the Agreement.

2. In addition, other individuals have asserted actual or potential Liabilities relating to the Facility and/or its operation in the past including those set forth in (the "Other Environmental Allegations"):
- a. Article entitled "LONG FORM: Lancaster and Harrisburg waste authorities conceal a toxic mountain 'time bomb'" by Bill Keisling dated May 16, 2013.

- b. Posting entitled "Hazardous waste for years dumped illegally at Harrisburg incinerator, DEP documents reveal" by Bill Keisling dated May 22, 2013.
 - c. Article entitled "DEP documents reveal long history of hazardous waste at Harrisburg incinerator" by Bill Keisling dated May 22, 2013.
 - d. Posting entitled "A thorough environmental site assessment is needed at the Harrisburg incinerator before the sale" by Bill Keisling dated May 30, 2013.
 - e. Archive for the 'Lancaster Acquisition of Harrisburg Incinerator' Category by Bill Keisling dated June 18, 2013.
 - f. Posting entitled "Adequacy of existing state environmental laws questioned in Harrisburg incinerator case" by Bill Keisling dated June 18, 2013.
3. Under a Consent Order and Agreement (the "2010 COA") between Seller and the Commonwealth of Pennsylvania, Department of Environmental Protection ("DEP") dated September 27, 2010, Seller is required to make payments to DEP or to perform community environmental projects. Seller has chosen to perform community environmental projects and Seller calculates that as of the end of the first quarter 2013 approximately \$39,000.00 worth of such projects remains to be performed on or before December 31, 2013. If it is determined that Seller does not satisfactorily complete the community environmental projects, it is subject to payment of up to \$100,000.00 to complete its obligations under the 2010 COA.
- **Disclosure Coverage: Material Liabilities of Seller relating to the Acquired Assets or relating directly to the operation of the Facility**

April 9, 2013

**Solid Waste Facility
List of unsecured creditors**

Vendor	Amount	Date	COV/PO Number	Description
JEM Group, LLC	\$ 15,261.44	3/18/2010	COV-0015	Building Modifications
JEM Group, LLC	\$ 79,401.38	3/18/2010	COV-0038	Roofing
JEM Group, LLC	\$ 42,029.46	3/18/2010	COV-0039A	Siding
JEM Group, LLC	\$ 131,854.60	4/9/2010		
JEM Group, LLC	\$ 122,718.09	4/9/2010		
JEM Group, LLC	\$ 60,123.00	8/1/2010		
JEM Group, LLC	\$ 26,302.02	8/1/2010		
JEM Group, LLC	\$ 311,253.36	8/1/2010		
	<u>\$ 788,943.35</u>			
Innovative Engineering	\$ 34,379.63	3/18/2010	COV-0024A,0024B,0024C	Fuel Oil System
Innovative Engineering	\$ 3,070.94	4/9/2010		
Innovative Engineering	\$ 11,215.10	12/10/2011		
	<u>\$ 48,665.67</u>			
Jordan Contracting	\$ 25,026.46	3/18/2010	COV-0035	Structural Steel Platforms
Jordan Contracting	\$ 23,737.63	4/9/2010		
	<u>\$ 48,764.09</u>			
DM Coatings	\$ 58,528.53	3/18/2010	COV-0040	Painting
DM Coatings	\$ 83,742.22	8/1/2010		
	<u>\$ 142,270.75</u>			
D&S Contractors, Inc	\$ 27,378.19	3/18/2010	COV-0010B	Heat Trace and Freeze Protection
D&S Contractors, Inc	\$ 14,446.75	3/18/2010	COV-0069	Misc. Plant Lighting
	<u>\$ 41,824.94</u>			
SSM Industries	\$ 6,644.15	12/10/2009	COV-0030	Emergency Showers / Eyewash
SSM Industries	\$ 33,238.30	12/10/2011	COV-0024A,0024B,0024C	Fuel Oil System
	<u>\$ 39,882.45</u>			
Rogele, Inc	\$ 105,059.80	3/18/2010	COV-0018	Civil Site Work & Paving
Castine Energy Construction	\$ 211,143.25	3/18/2010	COV-0054,0055	Air Heater Tubes
Greiner Industries, Inc.	\$ 23,946.97	3/18/2010	COV-0067	Cable Tray Remediation
Midwestco Filter Resource, Inc.	\$ 4,999.00	8/1/2010	COV-0046	Dust Monitors

C. G. Powertech, Inc. \$ 35,117.03 8/1/2010 COV-0061

Valves and Mechanical
Materials

Paragon Industries & Supply, LLC \$ 115,280.03 8/1/2010 COV-0073

Clinker Roller

TOTAL

\$ 1,605,897.33

SCHEDULE 3.06

Material Contracts

1. Management and Professional Services Agreement, dated as of May 29, 2007, by and among Seller, Covanta Harrisburg, Inc. and The City of Harrisburg (as amended by the First Amendment to Management and Professional Services Agreement, dated as of December 27, 2007, by and between Seller and Covanta Harrisburg, Inc.).
2. Construction Management Agreement, dated as of May 29, 2007, by and between Seller and Covanta Energy Services, Inc. (as amended by the First Amendment to Construction Management Agreement, dated as of February 1, 2009, by and between Seller and Covanta Energy Services, Inc.) *Note: completed; however the outstanding Covanta loan relates to this agreement.*
3. Interconnection Service Agreement, dated as of March 31, 2005, by and among PJM Interconnection, L.L.C., Seller and PPL Electric Utilities Corporation (together with Declaration of Authority, dated as of December 3, 2009, by Covanta Energy Group, Inc. and Seller for the benefit of PJM Interconnection, L.L.C.)
4. Scheduling Services Agreement, effective as of December 10, 2009, by and between Covanta Energy Corporation and Seller.
5. Tri-Party Interim Funding Agreement, dated as of October 5, 2007, by and among Seller, the City of Harrisburg and the County of Dauphin, Pennsylvania.
6. Cooperation Agreement, dated as of October 12, 2007, by and among the City of Harrisburg, the County of Dauphin, Pennsylvania, Seller and Covanta Energy Services, Inc.
7. Reimbursement Agreement, dated as of November 27, 2007, by and among the City of Harrisburg, the County of Dauphin, Pennsylvania, and Seller.
8. Ground Lease, dated as of February 25, 2004, by and between Seller and the County of Dauphin, Pennsylvania.
9. Professional Services Agreement, dated as of November 27, 2000, by and between Seller and Barlow Projects, Inc. *Note: Agreement was terminated upon settlement of Barlow suit.*
10. Amended and Restated Agreement for the Sale and Installation of Equipment, dated as of December 31, 2003, by and between Seller and Barlow Projects Harrisburg, LLC (as amended by Amendment No. 1 dated October 27, 2004, Amendment No. 2 dated December 22, 2004, Amendment No. 3 dated April 2005, Amendment No. 4 dated 2005, Amendment No. 5 dated December 21, 2005, Amendment No. 6 dated November 22, 2005, Amendment No. 7 dated November 22, 2005, Amendment No. 8 dated December 21, 2005, Amendment No. 9 dated January 11, 2006 and Amendment No. 11 dated February 22, 2006) *Note: Agreement was terminated upon settlement of Barlow suit.*

11. Amended and Restated Professional Services Agreement, dated as of December 31, 2003, by and between Seller and Barlow Projects, Inc. (as amended by Amendment No. 1 dated October 27, 2004 and Amendment No. 2 dated December 22, 2004) *Note: Agreement was terminated upon settlement of Barlow suit.*
12. Interim Professional Services Agreement, dated as of December 30, 2003, by and between Seller and Barlow Projects, Inc. (as amended by a First Amendment dated January 29, 2004) *Note: Agreement was terminated upon settlement of Barlow suit.*
13. Master Natural Gas Sales Agreement (No. MK-110419-UGI), dated as of November 4, 2010, by and between UGI Energy Services, Inc. and Seller. *Energy continues to supply at market rate unless terminated 90 days prior to October 31, 2013.*
14. Natural Gas Main and Service Extension Agreement, dated as of February 23, 2005, by and between UGI Utilities, Inc. and Seller.
15. Letter Agreement (re: IS#2/DSO Extended Term Pricing), dated November 9, 2010, by and between UGI Utilities, Inc. and Seller.
16. Business Class Service Order Agreement, dated as of June 6, 2011, by and between Seller and Comcast Cable Communications Management, LLC and its operating affiliates.
17. Proposal, dated July 20, 2009, by and between Clean Machine and Seller.
18. Ferrous Materials Purchase and Sale Agreement, dated as of October 7, 2010, by and between Seller and American Ash Recycling Corp. of Pennsylvania. *Note: The initial term of the agreement has expired but the parties still are marketing ferrous materials under the terms of the agreement.*
19. Beneficial Use/Disposal Agreement, dated as of March 15, 2010, by and between Regional Waste Solutions, LLC and Seller.
20. Ash Management Agreement, dated as of March 15, 2010, by and between Seller and Earthwatch Waste Systems, Inc. (as amended by the Letter Agreement, dated November 17, 2010, by and between Earthwatch Waste Systems, Inc. and Seller).
21. Steam Purchase Agreement, dated as of July 23, 2003, by and between Seller and NRG Energy Center Harrisburg, Inc. (as amended by a First Amendment dated November 22, 2011). *Note: Inactive due to inability to supply steam based on steam line condition.*

- **Note:** “Assigned Contracts” anticipated to be 1 (to be amended), 3, 4, 8, 13, 15, and 18.
- **Disclosure Coverage:** All Material Contracts (all Assumed Contracts and all contracts (i) which are not terminable upon less than one hundred twenty (120)

days' notice without premium or penalty or (ii) which otherwise provide or require a material service to or from Seller with respect to the Facility) and all breaches or defaults of any material terms or conditions of any Material Contract

SCHEDULE 3.07

Permits; Compliance with Laws

1. *See Schedule 3.09 for a list of Environmental Permits.*
 2. Certain individuals have made the Historical Allegations and the Other Environmental Allegations regarding non-compliance with Governmental Permits at the Facility (*see Schedule 3.05*). The Historical Allegations and the Other Environmental Allegations potentially could be construed as a threat to seek revocation or suspension of Environmental Permits of Seller's.
 3. Seller and DEP signed the 2010 COA to resolve claims by DEP that Seller violated certain plan approval, permit and/or regulatory requirements relating to air emissions and monitoring. *See Schedule 3.05.*
 4. Seller and DEP signed a Consent Order and Agreement dated April 29, 2011 to resolve claims by DEP that Seller violated certain plan approval, permit and/or regulatory requirements relating to air emissions and monitoring.
 5. The portion of the Real Estate within the City of Harrisburg for a Mass Burn Facility, Electrical Plant, Ash Landfill and all related and ancillary uses, and all expansions thereof shall not be prohibited by the City Zoning Ordinance and use of the portion of the Real Estate within the Township of Swatara for an Ash Landfill and all related and ancillary uses, and all expansions thereof, shall not be prohibited by the Swatara Township Zoning Ordinance.
 6. Prior to Closing, the City Zoning Ordinance shall be amended with respect to the Facility as may be acceptable to the Buyer in Buyer's sole and absolute discretion. Prior to Closing, Swatara Township shall confirm that the entire portion of the Real Estate within the Township of Swatara may be used for an Ash Landfill and all related and ancillary uses by such confirmation of the same as may be acceptable to the Buyer in the Buyer's sole and absolute discretion.
- **Disclosure Coverage: List of all Governmental Permits necessary for Seller to own the Facility and to conduct its operations as are presently conducted thereon which Seller does not have and all required registrations or filings with any Governmental Authority relating the Governmental Permits which Seller has not made**
 - **Disclosure Coverage: Proceedings against Seller that are pending or, to the Knowledge of Seller, threatened seeking the revocation or suspension of any Governmental Permits.**

SCHEDULE 3.09

Environmental Matters

Schedule 3.09(a) Environmental Permits (note that some or all Environmental Permits have been modified since initial issuance, whether or not indicated as such, below).

1. Commonwealth of Pennsylvania Department of Environmental Protection Storage Tank Registration/Permit Certificate (Facility ID #: 22-62597, Tank IDs 1036061 (capacity 2,500), 1036062 (capacity 2,500) and 1036063 (capacity 4,150), Expires June 4, 2014)
2. Commonwealth of Pennsylvania Department of Environmental Protection Solid Waste Disposal and/or Processing Permit (as modified) (Permit No. 100992, Effective May 24, 2013 thru June 1, 2018)
3. Commonwealth of Pennsylvania Department of Environmental Protection Solid Waste Disposal and/or Processing Permit (as modified) (Permit No. 100759, Cell A)
4. Commonwealth of Pennsylvania Department of Environmental Protection Solid Waste Disposal and/or Processing Permit (as modified) (Permit No. 100758, Effective July 10, 2012 thru November 29, 2022)
5. Commonwealth of Pennsylvania Department of Environmental Protection Air Quality Plan Approval No. 22-05007B. This was a precursor to item #6 below.
6. Commonwealth of Pennsylvania Department of Environmental Protection Title V Operating Permit (Permit No. 22-05007, Effective September 1, 2012 thru August 31, 2017)
7. Susquehanna River Basin Commission Approval for Consumptive Water Use (Docket #: 19880201, Effective December 12, 2002 thru February 11, 2018)
8. City of Harrisburg Department of Public Works Bureau of Sewerage Industrial User Permit (Permit No. 122017-9, Effective December 21, 2012 thru December 20, 2017)
9. Commonwealth of Pennsylvania Department of Environmental Protection General Permit for Discharge of Stormwater from Industrial Activities (PAG-3) (NPDES Permit No. PAR403508, Expires May 31, 2017)
10. Commonwealth of Pennsylvania Department of Environmental Protection Authorization to Discharge Under the National Pollutant Discharge Elimination System (NPDES Permit No.: PAS 503501, Effective July 1, 2012 thru June 30, 2017). The permittee under DEP Water Quality Individual NPDES permit PAS503501 is Covanta Harrisburg Inc., 1670 South 19th Street, Harrisburg PA 17104.
11. Commonwealth of Pennsylvania Department of Environmental Protection Water Quality General Construction Permit (NPDES Permit No. PAG2-0022-04-029, Effective June 7, 2004)

12. RCRA Subtitle C Site Identification Form, dated June 17, 2010.

13. The Commonwealth of Pennsylvania Department of Environmental Protection has notified Seller of air emission non-compliances and potential penalties as reflected in the Quarterly Continuous Source Monitoring Reports for the period 2006 through 2013 (the "Air Emissions Issues").

14. Certain individuals have made the Historical Allegations and Other Environmental Allegations, either or both of which allege various violations of Environmental Law, failures to have and comply with Environmental Permits and/or the invalidity and/or ineffectiveness of the Environmental Permits, by Seller or at the Facility, and either or both of which may threaten proceedings. *See Schedule 3.05 for additional information.*

- **Disclosure Coverage: List of all Environmental Permits**

1. See attached.

- **Disclosure Coverage:**

- **All Environmental Permits necessary for Seller to own and operate the Facility which Seller does not have and all required registrations or filings with any Governmental Authority relating to the Environmental Permits which Seller has not made**
- **Environmental Permits relating to the Facility which are not valid and in full force and effect**
- **Environmental Permits which Seller is not in compliance with**
- **Proceedings against Seller that are pending or, to the Knowledge of Seller, threatened seeking the revocation or suspension of any Environmental Permits**
- **Environmental Laws with respect to the Acquired Assets which Seller is not in compliance with**

Schedule 3.09(c)

1. 2010 COA (*see Schedule 3.05*).

2. Consent Order and Agreement, dated April 29, 2011, by and between the Commonwealth of Pennsylvania Department of Environmental Protection and Seller. COA was satisfied by payment of a penalty.

3. Seller has received notice from DEP of the Air Emissions Issues. See subsection (a) of this Schedule 3.09, above.

4. Certain individuals have made the Historical Allegations and the Other Environmental Allegations. See Schedule 3.05.

- **Disclosure Coverage: Written notices receive by Seller in past 5 years relating to any violation by it of any Environmental Law relating to the operation of the Facility.**

Schedule 3.09(d)

1. Seller samples and monitors groundwater at and near, but outside the boundaries of, the Real Estate pursuant to requirements of regulation and the Pennsylvania Department of Environmental Protection. The sampling and monitoring is discussed in more detail in the Groundwater Assessment Report prepared by ARM Group Inc. dated July 7, 2011. Pursuant to the sampling, Seller has identified elevated concentrations of regulated substances including chlorides, sulfate and total dissolved solids in the leachate detection zone of the ash landfill and in certain groundwater monitoring wells, including at 1649 and 1651 S. Cameron Street, Harrisburg, PA (the "Off-Site Wells"). A recent inspection of piping that conveys leachate from the landfill to the associated treatment system and related manholes revealed that manhole MH B3-F (as designated on drawing SD2 by Brinjac, Kambic & Associates, 4/1994) was filled with liquid which was flowing onto the nearby ground and into an adjacent sediment/stormwater detention basin. After observing the filled manhole, Seller detected and cleaned out material causing a blockage in the leachate piping, which blockage may be the cause of liquid filling the manhole. Seller is undertaking additional work to remove material within the piping and prevent further blockage. The blockage also may explain recent elevated readings in the leachate detection zone and the Off-Site Wells. PADEP has been notified of the foregoing. The groundwater monitoring work is required to continue after Closing and will be an obligation of Buyer. See also information set forth in the Report, dated February 2006, of RETTEW Associates, Inc.

2. In addition, Seller provides air emissions, water emissions and other emission, discharge and release information to DEP on a regular basis as required by Environmental Permits and regulatory requirements.

- **Disclosure Coverage: Written notices submitted by Seller to any Governmental Authority or other Person identifying any Release on, under or from the Real Property.**

**The Harrisburg Authority
Harrisburg Resource Recovery Facility and Ash Landfill
Environmental Permits List**

<u>Permit Type</u>	<u>Facility</u>	<u>Permit No.</u>	<u>Effective Date</u>	<u>Expiration Date</u>
DEP Solid Waste	HRRF	100758	07/10/12	11/29/22
DEP Solid Waste	LF Cell B2&3	100992	05/24/13	06/01/18
DEP Solid Waste	LF Cell A	100759	05/13/73	Closed
DEP Title V Operating	HRRF	22-05007	09/01/12	08/31/17
DEP Water Quality General NPDES	LF	PAR403508	06/01/12	05/31/17
DEP Water Quality Individual NPDES	HRRF	PAS503501	07/01/12	06/30/17
DEP Water Quality General Construction	HRRF	PAG2-0022-04-029	06/07/04	Closed
HAWTF Industrial User	LF	122017-9	12/21/12	12/20/17
SRBC Consumptive Water Use	HRRF	19880201	12/12/02	02/11/18

Abbreviations:

HRRF - Harrisburg Resource Recovery Facility

LF - Ash Landfill

DEP - PA Department of Environmental Protection

HAWTF - Harrisburg Advanced Wastewater Treatment Facility

SRBC - Susquehanna River Basin Commission

CEMS AVAILABILITY ESTIMATED PENALTIES (2Q12 - 1Q13)

Unit	Parameter	Hrs	\$
1	CO	4	\$412
1	CO mass	50	\$641
1	Temp	5	\$416
2	CO	5	\$416
2	CO mass	9	\$432
2	Temp	0	\$0
3	CO	14	\$453
3	CO mass	34	\$550
			\$3,320

Unit	Parameter	Hrs	\$
1	CO	5	\$413
1	CO mass	6	\$420
1	Temp	1	\$400
2	CO	28	\$519
2	CO mass	28	\$519
2	Temp	2	\$404
3	CO	8	\$428
3	CO mass	37	\$566
3	Temp	2	\$404
			\$4,073

Unit	Parameter	Hrs	\$
1	CO	8	\$428
1	CO mass	8	\$428
1	Temp	1	\$404
2	CO	4	\$412
2	CO mass	7	\$424
2	Temp	3	\$408
3	CO	8	\$428
3	CO mass	11	\$440
3	Temp	2	\$408
Stack	Opacity	2	\$404
			\$4,184

Unit	Parameter	Hrs	\$
1	CO	14	\$453
1	CO mass	12	\$445
1	Temp	2	\$408
2	CO	10	\$436
2	CO mass	12	\$445
2	Temp	3	\$408
3	CO	7	\$424
3	CO mass	4	\$412
3	Temp	3	\$408
Stack	Opacity	1	\$400
			\$4,239

Permit Exceedances

Date	Unit	Parameter	\$
2/22/2013	1	CO	\$200
3/7/2013	1	CO	\$200

SCHEDULE 3.10

Insurance

1. See Attached.

- **Disclosure Coverage: List of all current insurance policies of Seller relating to the Acquired Assets**

Schedule of Insurance

2/6/2013

The Harrisburg Authority

Coverage	Carrier	Effective Date	Policy Number	Limits	Deductibles
General Liability	Arch Insurance Company	2/1/2013- 2/1/2014	EPO003634103	Premises Operations - Each Occurrence \$ 1,000,000 Premises Operations - Aggregate Products/Completed Operations - Each Occurrence \$ 2,000,000 Products/Completed Operations - Aggregate Personal and Advertising Injury \$ 1,000,000 Medical Payments \$ 10,000	
Commercial Auto	Arch Insurance Company	2/1/2013- 2/1/2014	CAB004640701	Liability - Per Accident \$ 1,000,000 PIP per person (symbol 5) Statutory \$ 1,000,000 Uninsured/Underinsured Motorist Medical Payments \$ 5,000	\$ 1,000 Comprehensive/Collision
Workers Compensation	Hartford Insurance Company	2/1/2013- 2/1/2014	54 WEC CL2442	Workers' Compensation Statutory Accident Limit \$ 1,000,000 Disease - per person \$ 1,000,000 Disease - Policy Aggregate \$ 1,000,000	
Umbrella	Arch Insurance Company	2/1/2013- 2/1/2014	ULP003634203	Occurrence \$ 3,000,000 Aggregate \$ 3,000,000 Products/Completed Work Hazard Aggregate \$ 3,000,000	
Property	National Union Fire Insurance Company of Pittsburgh (Charlis)	09/07/2012 - 09/07/2013	61628189	Policy Limit of Liability \$ 178,207,472 Contingent Business Interruption (Named Contributing Properties) \$ 18,924,000 Transit \$ 1,000,000 Valuable Papers \$ 5,000,000 Accounts Receivables \$ 10,000,000 Included 30 Days Boiler & Machinery Civil Authority Land and Water Contaminant or Pollution Clean Up, Removal and Disposal Property Damage and Time Element \$ 1,000,000 Miscellaneous Unnamed Locations-Real and Personal Property \$ 5,000,000 Newly Acquired Locations (90 Days) \$ 5,000,000	Per Occurrence, Property Damage \$ 150,000 Per Occurrence, Time Element (Business Interruption/Contingent Business Interruptions/Extra Expense/Service Interruptions) 30 Days Waiting Period, Service Interruption—Policy Deductibles apply after the waiting period 24 Hours
Property Continued					



AON

Schedule of Insurance

2/6/2013

The Harrisburg Authority

Coverage	Carrier	Effective Date	Policy Number	Limits	Deductibles
<p>Note: Refer to policy for additional info</p> <p>Business Owners Package Policy (Property, Employee Theft, Boiler & Machinery, Crime, & General Liability)**</p>	<p>Hartford Fire Insurance</p>	<p>2/1/2013-2/1/2014</p>	<p>54 UUN K W 2939</p>	<p>\$ 10,000,000 Service Interruption: Property Damage and Time Element</p>	
				<p>\$ 10,000,000 Demolition Cost, Operation of Building Laws and Increased Cost of Construction</p>	
				<p>\$ 10,000,000 Debris Removal—10,000,000 or 25% of adjusted property damage—whichever is greater</p>	
				<p>Equipment Breakdown \$5,000,000</p>	
				<p>Earth Movement Expediting Expense</p>	
				<p>Earth Movement - Annual Aggregate: EXCEPT: Alaska, Hawaii, California, Puerto Rico, Pacific Northwest and New Madrid Seismic Zones</p>	
				<p>Flood 100,000,000 Flood - Annual Aggregate: Including: Miscellaneous Unnamed Locations-Annual Aggregate</p>	
				<p>5,000,000 Newly Acquired Locations-Annual Aggregate</p>	
				<p>1,000,000 Flood Zones A & V-Annual Aggregate</p>	
				<p>\$ 250,000 Employee Theft: Any One Coverage</p>	
				<p>\$ 100,000,000 Boiler & Machinery: Equipment Breakdown (Lesser of \$100,000,000, the applicable building, business personal property and business interruption limits)</p>	\$ 1,000
				<p>\$ 100,000 Boiler & Machinery: Hazardous Substances</p>	\$ 1,000
				<p>\$ 100,000 Boiler & Machinery: Spoilage</p>	\$ 1,000
				<p>\$ 100,000 Boiler & Machinery: Expediting Expenses</p>	\$ 1,000
				<p>\$ 1,000,000 General Liability: Each Occurrence</p>	
				<p>\$ 300,000 General Liability: Damage to premises rented by you, any one premises</p>	
				<p>\$ 10,000 General Liability: Medical Expense Limit, any one person</p>	
				<p>\$ 1,000,000 General Liability: Personal and Advertising Injury</p>	
				<p>\$ 2,000,000 General Liability: General Aggregate Limit (Other than products-completed operations)</p>	
				<p>\$ 2,000,000 General Liability: Completed Operations</p>	
<p>Public Officials and EPL** (Claims Made Coverage)</p>	<p>National Union Fire Insurance Company of Pittsburgh (Charter)</p>	<p>2/1/2013-2014</p>	<p>01620-1712</p>	<p>\$ 2,000,000 Aggregate</p>	<p>\$ 10,000 Each Wrongful Act Other than an Employer Practices Violation</p>
<p>Pollution Legal Liability</p>	<p>Charis Specialty Insurance Company</p>	<p>01/28/2011-01/26/2014</p>	<p>PLS 1368632</p>	<p>\$ 5,000,000 Policy Aggregate \$ 5,000,000 Coverage B Aggregate</p>	<p>\$ 10,000 Each Employment Practices Violation</p>



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Schedule of Insurance

2/6/2013

The Harrisburg Authority

Coverage	Carrier	Effective Date	Policy Number	Limits	Deductibles	
Blanket Travel Accident	Hartford Life and Accident Insurance Company	04/11/2011 - 04/11/2014	ETB-112780	\$ 2,000,000	Coverage B Each Occurrence	\$ 50,000
				\$ 5,000,000	Coverage D Aggregate	\$ 50,000
				\$ 2,000,000	Coverage O Each Occurrence	\$ 50,000
				\$ 5,000,000	Coverage E Aggregate	\$ 50,000
				\$ 2,000,000	Coverage E Each Occurrence	\$ 50,000
				\$ 1,000,000	Coverage F Aggregate	\$ 50,000
				\$ 250,000	Coverage F Each Occurrence	\$ 50,000
				\$ 5,000,000	Coverage G Aggregate	\$ 50,000
				\$ 2,000,000	Coverage G Each Occurrence	\$ 50,000
				\$ 5,000,000	Coverage I Aggregate	\$ 50,000
				\$ 2,000,000	Coverage I Each Occurrence	\$ 50,000
				Hazards, Benefits, and Amounts *		
				150,000	Accidental Death & Dismemberment - Class 1	
				1,500,000	Aggregate	

* Refer to policy for specific details

Proprietary Information: Data provided on this page is proprietary between Aon and The Harrisburg Authority. This summary is furnished to you for general informational purposes and is accurate only as of the effective date of your coverage. This document is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed proposed policy(ies). Please consult your policy(ies) for the actual terms, conditions and limits that apply to your coverage. ©Aon Corporation, 2012. All rights Reserved.



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SCHEDULE 3.11

Title to Assets

1. None.
- **Disclosure Coverage: Improvements and personal property included in the Acquired Assets which Seller does not own good and marketable title to free and clear of any Encumbrances other than the Permitted Encumbrances.**

SCHEDULE 3.12

Intellectual Property

1. None not already listed.
 - **Disclosure Coverage: Licenses for which Seller is not the owner or licensee of all right, title and interest in and to the Acquired IP or does not have the right to use, without payment to a third party, such Acquired IP**
 - **Disclosure Coverage: Written notices received by Seller that the Acquired IP infringes upon any intellectual property rights of any Person**

SCHEDULE 3.13

Brokers' Fees

1. None.

- **Disclosure Coverage: Broker, finder, investment banker or other person entitled to any brokerage fee, finder's fee or other commission in connection with the Contemplated Transactions based on any arrangements made by Seller**

SCHEDULE 6.01

DPW Equipment

1. Department of Public Works (DPW) Complex

All property including vehicles, equipment, tools, parts, supplies, and other real and personal property owned or leased by the City of Harrisburg and located in, on, or surrounding the DPW buildings and grounds. DPW buildings are the Vehicle Maintenance Center and Highway Building being leased to the City of Harrisburg by Seller. The DPW Complex and grounds are bordered by the asphalt areas surrounding the complex and so indicated on the attached site map. See attached map with City VMC area outlined in red.

- **Disclosure Coverage: All machinery, equipment, tooling and other personal property owned by the City's Department of Public Works to be removed by the City from the Real Property as part of the Contemplated Transactions within six (6) months following the Closing Date.**

SCHEDULE 7.01(k)

Key Vendor Invoices

1. See attached. *Note: claims of vendors will be resolved through a settlement and release negotiated by AGM and the County prior to Closing.*
- **Disclosure Coverage: Vendors to be paid from the proceeds of the Purchase Price to satisfy amounts outstanding under those certain invoices delivered by such vendors to Seller**

April 9, 2013

Solid Waste Facility
List of unsecured creditors

Vendor	Amount	Date	COV/PO Number	Description
JEM Group, LLC	\$ 15,261.44	3/18/2010	COV-0015	Building Modifications
JEM Group, LLC	\$ 79,401.38	3/18/2010	COV-0038	Roofing
JEM Group, LLC	\$ 42,029.46	3/18/2010	COV-0039A	Siding
JEM Group, LLC	\$ 131,854.60	4/9/2010		
JEM Group, LLC	\$ 122,718.09	4/9/2010		
JEM Group, LLC	\$ 60,123.00	8/1/2010		
JEM Group, LLC	\$ 26,302.02	8/1/2010		
JEM Group, LLC	\$ 311,253.36	8/1/2010		
	<u>\$ 788,943.35</u>			
Innovative Engineering	\$ 34,379.63	3/18/2010	COV-0024A,0024B,0024C	Fuel Oil System
Innovative Engineering	\$ 3,070.94	4/9/2010		
Innovative Engineering	\$ 11,215.10	12/10/2011		
	<u>\$ 48,665.67</u>			
Jordan Contracting	\$ 25,026.46	3/18/2010	COV-0035	Structural Steel Platforms
Jordan Contracting	\$ 23,737.63	4/9/2010		
	<u>\$ 48,764.09</u>			
DM Coatings	\$ 58,528.53	3/18/2010	COV-0040	Painting
DM Coatings	\$ 83,742.22	8/1/2010		
	<u>\$ 142,270.75</u>			
D&S Contractors, Inc	\$ 27,378.19	3/18/2010	COV-0010B	Heat Trace and Freeze Protection
D&S Contractors, Inc	\$ 14,446.75	3/18/2010	COV-0069	Misc. Plant Lighting
	<u>\$ 41,824.94</u>			
SSM Industries	\$ 6,644.15	12/10/2009	COV-0030	Emergency Showers / Eyewash
SSM Industries	\$ 33,238.30	12/10/2011	COV-0024A,0024B,0024C	Fuel Oil System
	<u>\$ 39,882.45</u>			
Rogele, Inc	\$ 105,059.80	3/18/2010	COV-0018	Civil Site Work & Paving
Castine Energy Construction	\$ 211,143.25	3/18/2010	COV-0054,0055	Air Heater Tubes
Greiner Industries, Inc.	\$ 23,946.97	3/18/2010	COV-0067	Cable Tray Remediation
Midwestco Filter Resource, Inc.	\$ 4,999.00	8/1/2010	COV-0046	Dust Monitors

C. G. Powertech, Inc. \$ 35,117.03 8/1/2010 COV-0061

Valves and Mechanical
Materials

Paragon Industries & Supply, LLC \$ 115,280.03 8/1/2010 COV-0073

Clinker Roller

TOTAL

\$ 1,605,897.33