TRANSFER AGREEMENT
HARRISBURG SEWER COLLECTION SYSTEM

THIS TRANSFER AGREEMENT (this "Agreement") is made as of November 12, 2013 (the "Effective Date"), by and between the CITY OF HARRISBURG, a political subdivision of the Commonwealth of Pennsylvania, and a third class city under the Third Class City Code, 53 P.S. §35101 et seq., having an office located at 10 North Second Street, Harrisburg, PA 17101 (the "City") and THE HARRISBURG AUTHORITY, a Pennsylvania municipal authority, duly formed and organized under the Municipality Authorities Act, 56 P.S. § 5601 et seq., having an office located at 212 Locust Street, Suite 302, Harrisburg, PA 17101 (the "Authority").

WITNESSETH:

WHEREAS, the City owns and operates a combined wastewater and stormwater collection system, a separate wastewater sewer system, and a separate stormwater sewer system (collectively, the "Sewer Collection System");

WHEREAS, the City and Authority are parties to a Collection System Lease (the "Sewer Collection System Lease"), under which the City leases some or all of the Sewer Collection System to the Authority, which subleases some or all of the Sewer Collection System back to the City, which has allowed for financing of Sewer Collection System projects; and

WHEREAS, the Authority owns, and the City operates, a wastewater conveyance system and advanced wastewater treatment facility (the "Authority Wastewater Facilities" and together with the Sewer Collection System, the "Combined Sewer System");

WHEREAS, the City and the Authority acknowledge that the Sewer Collection System is in need of repairs and upgrades and that such repairs and upgrades can be most efficiently undertaken if the systems are owned and operated as a combined operation with the Authority Wastewater Facilities;

WHEREAS, the Authority is qualified to own and operate the Sewer Collection System pursuant to Pa. C.S. 56 P.S. § 5601 et seq. and the City desires to transfer to the Authority and the Authority desires to acquire the Sewer Collection System and the parties desire to terminate the Sewer Collection System Lease; and

WHEREAS, pursuant to the Water, Wastewater, and Stormwater Transition Agreement (as defined herein), the City and Authority mutually agree to transfer operations of the Combined Sewer System to the Authority.

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

ARTICLE 1 — DEFINITIONS

1.1. Definitions. Unless otherwise defined in this Agreement or the context otherwise requires, the terms or words defined in this Article and other terms or words defined in this Agreement, whenever used in this Agreement, shall have the meaning specified in this Article for all purposes of the Agreement, applicable to both the singular and plural forms of any of the terms or words defined in this Agreement.

"Accounts Receivable" shall mean all trade accounts receivable and other rights to payment from rate payers of the Combined Sewer System prior to the Effective Date and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable with respect to services provided to rate payers of the Combined Sewer System prior to the Closing Date and any claim, remedy or other right related to the foregoing.

"Acquired Assets" shall have the meaning set forth in Section 2.1.

"Action" shall mean and include any actual or threatened claim, action, order, consent order, decree or agreement, suit, arbitration, hearing, inquiry, proceeding, complaint, charge or investigation by or before any local, state or federal court, governmental department, commission, board, agency, authority, tribunal or arbitrator and any appeal from any of the foregoing.

"Agreement" shall mean this Agreement as it may be duly amended, modified, supplemented or restated from time-to-time in accordance herewith.

"Assignment and Assumption Agreement" shall have the meaning set forth in Section 5.2.

"Assumed Liabilities" shall have the meaning set forth in Section 2.4.

"Authority Access Rights" shall have the meaning set forth in Section 7.2(b).

"Authority Closing Costs" shall have the meaning set forth in Section 7.1.

"Authority Wastewater Facilities" shall have the meaning set forth in the recitals of this Agreement.

"City Access Rights" shall have the meaning set forth in Section 7.2(a).

"City Council" shall mean the Harrisburg City Council.

"Closing" shall have the meaning set forth in Section 5.1.

"Closing Date" shall mean November 4, 2013, or such other date as the City Ordinance relating to the transactions contemplated hereby takes effect.

"Collection System Lease" shall mean that certain Agreement of Lease dated January 15,

1998, as amended, by and between the City and the Authority, with respect to the leasing of certain assets related to the City's combined wastewater and stormwater collection system, a wastewater sewer system, and stormwater sewer system.

"Collection System Revenue Account" shall mean shall have the meaning ascribed to it in the Collection System Lease.

"Combined Sewer System" shall have the meaning set forth in the recitals to this Agreement.

"Combined Sewer Service Agreements" shall mean the contracts, agreements, leases, licenses and commitments to the extent related to the Combined Sewer System to which the City is a party, including without limitation the Suburban Agreements

"Controller" shall mean the individual elected as Controller of the City of Harrisburg pursuant to the Optional Third Class City Charter Law.

"Damages" shall mean any damages, losses, liabilities, costs and expenses (including without limitation reasonable attorneys' fees and court costs), deficiencies, claims, awards, judgments, settlements, interest, actions, penalties, or fines of any kind whatsoever in law or in equity.

"Deed" shall have the meaning ascribed thereto in Section 5.2.

"Designated Arbitrators" shall have the meaning ascribed thereto in Section 8.9.

"Environmental Conditions" shall mean the (i) state of the environment, including natural resources, soil, surface water, ground water, any present drinking water supply, subsurface strata or ambient air, relating to or arising out of the use, handling, storage, treatment, recycling, generation, transportation, spilling, leaking, pumping, pouring, injecting, emptying, discharging, emitting, escaping, leaching, dumping, disposal, release, or threatened release of Regulated Materials, which could or does result in Environmental Expenses, and (ii) any and all Combined Sewer System overflows, dry weather overflows, sanitary sewer overflows or any other exceedences or violations of the NPDES Permit, the MS4 Permit or applicable Environmental Regulations, (iii) any repair, replacement, retrofit, or activity: (a) required to be completed, performed, remediated or corrected on real property, whether leased or owned, as necessary to bring the Combined Sewer System, including the Acquired Assets, into compliance with applicable Laws, including Environmental Regulations or (b) necessary to bring such properties to the general operating and engineering standards of the wastewater collection and treatment industries.

"Environmental Expense" shall mean any liability (including strict liability), Damages, Liens or other expense relating to any Environmental Conditions, or incurred in compliance with any Environmental Regulation or Governmental Directive, including without limitation the costs of investigation, cleanup, remedial, monitoring, corrective or other responsive action, compliance costs, capital improvements costs, cost of buying nutrients or other discharge limitation credits, settlement costs, the lost value of the Acquired Assets, and related legal and consulting fees and expenses. With respect to individuals and third parties, Environmental

Expenses also includes Damages and Actions related to or arising from the exposure of persons to Regulated Materials at the work place or the exposure of persons or property to Regulated Materials migrating or otherwise emanating from or otherwise related to property comprising the Combined Sewer System. Notwithstanding anything to the contrary herein, Environmental Expense does not include, and the Authority does not assume any liability, Damages, Liens or other expense relating to Regulated Materials not emanating from and not related to the Acquired Assets.

"Environmental Regulation" shall mean all Laws in effect from time to time that relate to protection of the Environment, or public or employee health and safety, or relating to the production, generation, use, storage, treatment, processing, transportation, disposal or Release of Regulated Materials, the collection, treatment and discharge of sewage or stormwater, the management and operation of sewage treatment or stormwater collection, storage or treatment systems, or including common law trespass, nuisance, property damage and similar common law theories related to Regulated Materials or Environmental Conditions. The term "Environmental Law" includes, but is not limited to: (A) the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675 ("CERCLA"); (B) the Superfund Amendments and Reauthorization Act, Public Law 99-499, 100 Stat. 1613 ("SARA"); (C) the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§11001-11050; (D) the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992k; (E) the National Environmental Policy Act, 42 U.S.C. §§ 4321-4370e; (F) the Safe Drinking Water Act, 42 U.S.C. §§ 300f to 300j-26; (G) the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692; (H) the Regulated Materials Transportation Act, 49 U.S.C. §§ 5101-5127; (I) the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251-1387; (J) the Oil Pollution Act of 1990, 33 U.S.C. §§ 2701--2761; (K) the Rivers and Harbors Acts of 1899, 44 U.S.C. § 401 et seq. (L) the Clean Air Act, 42 U.S.C. §§ 7401-7671q; (M) the Atomic Energy Act of 1954, as amended, 42 U.S.C. §§2011 et seq.; (N) the Low Level Radioactive Waste Policy Act, as amended, 42 U.S.C. §2021b et seq.; (O) any Occupational Safety and Health Law, including the Occupational Safety and Health Act, 29 U.S.C. §§651-678; (P) the Pennsylvania Hazardous Sites Cleanup Act, 35 P.S. §§ 6020.101 et seq.; (Q) the Pennsylvania Solid Waste Management Act, 35 P.S. §§ 6018.101 et seq.; (R) the Municipal Waste Planning, Recycling and Waste Reduction Act, 53 P.S. § 4000.101 et seq.; (S) the Pennsylvania Clean Streams Law, 35 P.S. §§ 691.1 et seq.; (T) the Pennsylvania Air Pollution Control Act, 35 P.S. §§ 4000.1 et seq.; (U) the Pennsylvania Storage Tank and Spill Prevention Act, 35 P.S. §§ 6021.101 et seq. (the "Storage Tank Act"); (V) the Combustible and Flammable Liquids Act, 35 P.S. §§1241-1252 ("CF Liquids Act"; (W) the Pennsylvania Dam Safety and Encroachments Act, 32 P.S. §§ 693.1 et seq.; (X) the Pennsylvania Land Recycling and Environmental Remediation Standards Act, 35 P.S. §§ 6026.101-6026.908; (Y) the Pennsylvania Worker and Community Right-to-Know Act, 35 P.S. §§ 7301-7320; (Z) the Pennsylvania Regulated Material Emergency Planning and Response Act, 35 P.S. §§ 6022.101-6022.307; (AA) the Pennsylvania Safe Drinking Water Act, 35 P.S. §§ 721.1-721.17 and (BB) the Pennsylvania Sewage Facilities Act, 35 P.S. §§ 750.1-750.20a, and in each case the regulations adopted pursuant to the above listed statutes.

"Equipment and Machinery" shall mean all the equipment, tangible personal property, machinery, fixtures, tooling, spare maintenance or replacement parts, environmental testing equipment and vehicles owned or leased by the City to be transferred to the Authority which are primarily used or necessary in the operation of the Sewer Collection System. Without limiting

the foregoing, such equipment and machinery shall include the televising truck and vactor truck used by the City in connection with the operation of the Sewer Collection System.

"Excluded Liabilities" shall have the meaning ascribed thereto in Section 2.4(b).

"General Fund" shall mean **[COULD THE CITY PLEASE PROVIDE A DEFINITION FOR THE CITY "GENERAL FUND" OR LET ME KNOW IF THERE IS A PUBLIC REGULATION OR STATUTE THAT DEFINES IT THAT I CAN REFER TO?]**.

"Governmental Authority" shall mean any federal, state, local, foreign, or other court, board, body, commission, agency, authority or instrumentality, arbitral authority, self-regulatory authority, mediator or tribunal, including regulatory authorities and taxing authorities.

"Governmental Directive" shall have the meaning set forth in Section 2.4.

"Laws" shall mean and include any and all applicable federal, state and local laws, rules, codes, ordinances, regulations, circulars, orders of any court, governmental entities, bodies, authorities or agencies applicable to the Combined Sewer System including the work, services or activities performed by or on behalf of the City.

"Licenses and Permits" shall mean all licenses, permits, franchises, authorizations, certificates, registrations, consents, orders, variances, waivers and approvals issued or granted by Governmental Authorities to the City, or pursuant to which the City operates, that relate directly or indirectly to the operation of the Combined Sewer System, including, but not limited to, the NPDES Permit and the MS4 Permit, and Pennsylvania Department of Environmental Protection permits PAG-08 Beneficial Use of Biosolids PAG-083597 and Synthetic Minor-Air Quality State Only Permit No. 22-06045.

"Liens" shall mean and include any and all types or kinds of liens, charges, claims, encumbrances, adverse claims, security interests upon real or personal property or claims or demands of any kind whatsoever, arising, in any manner, from or relating to this Agreement, the Combined Sewer System or any work, project, services or activities performed under or in connection with the Combined Sewer System or related agreements.

"Mayor" shall mean the individual elected as mayor of the City of Harrisburg pursuant to the Optional Third Class City Charter Law.

"MS4 Permit" shall mean NPDES General Stormwater Discharge Permit No. PAG-13, effective March 16, 2013 through March 16, 2018, under which the City of Harrisburg has coverage under Authorization No. PAG-133686.

"NPDES Permit" shall mean NPDES Permit No. PA 0027197, issued to the Harrisburg Authority, effective January 1, 2010.

"Original Agreement No. 1" shall mean the Agreement, dated January 29, 1958, among the City of Harrisburg and the Suburban Communities party thereto and a Supplemental

Agreement, dated December 10, 1963, between the City and the Suburban Communities part thereto.

"Original Agreement No. 2" shall mean the Agreement, dated January 29, 1958, among the City of Harrisburg and the Suburban Communities party thereto and a Supplemental Agreement, dated November 10, 1959, between the City and the Suburban Communities part thereto.

"Partial Consent Decree" shall mean any consent decree entered into between the United States Environmental Protection Agency, the Authority and the City concerning civil penalties for past noncompliance, the Biological Nutrient Reduction Plan, ammonia limits, operation and maintenance of the Nine Minimum Control Measures for MS4 work, and development of a Long Term Control Plan.

"Party" shall mean either the City or the Authority and "Parties" shall mean both the City and the Authority.

"Permitted Encumbrance" shall mean, with respect to the Sewer Collection System, and in each case related to the operation of the Acquired Assets: (i) any Lien, that is being contested, or being caused to be contested, by the City by appropriate proceedings; (ii) any inchoate materialmen's, mechanics', workmen's, repairmen's, employees', carriers', warehousemen's or other like encumbrances arising in the ordinary course of business of the Sewer Collection System; (iii) any recorded easement, covenant, condition, right-of-way, servitude, encroachment, reservation or any zoning, building, environmental, health or safety law relating to the development, use or operation of the Sewer Collection System (or other similar reservation, right and restriction), any matter that would be apparent upon an accurate survey or inspection of the Sewer Collection System, or other defects and irregularities in the title to the Sewer Collection System that do not materially interfere with the Sewer Collection System ownership, operations or the rights and benefits of the Authority under this Agreement or materially impair the value of the Sewer Collection System; (iv) the Reserved Powers, (v) any right reserved to or vested in any Governmental Authority (other than the City) by any statutory provision or under common law; (vi) any other Lien specifically permitted hereunder; (vii) any Lien created, incurred, assumed or suffered to exist by the Authority or any person claiming through it; (viii) any rights reserved to or vested in the City by any statutory provision; (ix) any grants or leases of oil, gas, coal or mining interests; and (x) the City Access Rights.

"Regulated Material" shall mean any (A) hazardous substance as defined by any Environmental Regulations, (B) any petroleum or petroleum product, oil or waste oil; (C) asbestos that is or may become friable; (D) polychlorinated biphenyls; (E) urea formaldehyde foam insulation; (F) radioactive materials or radon gas; (G) hazardous material, toxic substance, toxic pollutant, solid waste, residual waste, municipal waste, industrial waste, hazardous waste, flammable material, radioactive material, pollutant or contaminant or words of similar meaning and regulatory effect under any applicable Environmental Regulations; and (H) other chemical, material, or substance exposure to which or whose discharge, emission, disposal or release is prohibited, limited, or regulated under any applicable Environmental Regulations. "Regulated Material" includes any mixture or solution of the foregoing, and all derivatives or synthetic substitutes of the foregoing.

"Reserved Powers" shall mean any powers reserved by the City herein or required by Law to be vested in the City with respect to the Sewer Collection System.

"Second Supplemental Agreement" shall mean that certain Second Supplemental Agreement dated September 15, 1976 by and among, the City of Harrisburg, the Harrisburg Sewerage Authority, the Borough of Penbrook, the Borough of Paxtang, the Township of Swatara, the Township of Susquehanna, the Township of Lower Paxton, Swatara Township Authority, Lower Paxton Township Authority, Susquehanna Township Authority, the Borough of Steelton and Steelton Borough Authority.

"Section 308 Letters" shall mean letters issued by the United States Environmental Protection Agency to the City under Section 308 of the Federal Clean Water Act, including, but not limited to those letters issued on February 14, 2012, April 17, 2013 and May 30, 2013 and the City's responses thereto.

"Sewer Collection System" shall have the meaning set forth in the Recitals to this Agreement.

"Shared Services Agreement" shall have the meaning set forth in Section 5.2(d)(iv).

"Suburban Agreements" shall mean Original Agreement No. 1, Original Agreement No. 2, and the Second Supplemental Agreement.

"Suburban Claims" shall mean claims against and recoveries from Suburban Communities arising out of or related to the Suburban Agreements for claims that arose on or after March 1, 2012.

"Suburban Communities" shall mean the Borough of Penbrook, the Borough of Paxtang, the Township of Swatara, the Township of Susquehanna, the Township of Lower Paxton, Swatara Township Authority, Lower Paxton Township Authority, Susquehanna Township Authority, the Borough of Steelton and Steelton Borough Authority.

"Trade Payable" shall mean any current liability representing an amount owed by the City in respect of the Acquired Assets, the Combined Sewer System or the Authority Wastewater Facilities, whether arising from the purchase of merchandise, materials, supplies or services or the Sewer Service Agreements, payment to Water and Sewer Employees, any Damages the nature of which relates to failure to pay or perform any of the foregoing, and all other amounts typically deemed current liabilities, in each case to the extent constituting a current liability, outstanding as of the Closing Date.

"Transaction Documents" shall have the meaning set forth in Section 5.2(d).

"Transition Operating Agreement" shall have the meaning set forth in Section 2.7.

"Water System" shall mean the water system owned by the Authority.

"Water, Wastewater and Stormwater Systems Transition Agreement" shall mean the Water, Wastewater and Stormwater Systems Transition Agreement by and between the City and the Authority referred to in Section 5.2(d)(v).

1.2. "Shall" This word is a word of command, carries an imperative meaning, creates a mandatory duty and in usage in this Agreement, means must or mandatory unless such meaning or application of the foregoing would result in a construction clearly inconsistent with the manifest intent, purpose or objectives of this Agreement.

1.3. The word "include" means include, without limitation, and the word "including" means including, but not limited to.

1.4. The words "and" or "or" shall mean and include both the conjunctive and the disjunctive whenever necessary or advisable to give the provision its intended meaning and effect.

ARTICLE 2 — TRANSFER OF ASSETS

2.1. Transfer of Sewer Collection System. On the Closing Date, the City will transfer, convey, assign and deliver all of the City's right, title and interest in the property comprising the Sewer Collection System, subject to the Permitted Encumbrances, including without limiting the generality of the foregoing (collectively, the "Acquired Assets"):

(a) all real property interests owned, licensed or leased by the City and primarily used or necessary in the operation of the Sewer Collection System, including all underground pipes, interceptors, inlets, storm sewer outfalls, combined sewer overflow regulators and outfalls, and all easements, rights-of-way, access agreements and licenses, whether considered real property, fixtures or personal property;

(b) all personal property, fixtures and fixed assets, including Equipment and Machinery, system pipes, auxiliary equipment and plant equipment, owned, licensed or leased by the City and primarily used or necessary in the operation of the Sewer Collection System;

(c) all Licenses and Permits owned, held, possessed or entitled in the name of the City, or in which the City has rights;

(d) The Collection System Revenue Account, the Sewer Collection System Reserve Account, and any other sewer revenues, funds, accounts or cash and cash equivalents that represent revenues generated by the operation of the Sewer Collection System except as otherwise provided in this Agreement and specifically excluding the City's General Fund (except to the extent the City's General Fund includes funds of the Collection System Revenue Account, the Sewer Collection System Reserve Account, and any other sewer revenues, funds, accounts or cash specifically set forth in this Section 2.1(d) (except as provided in Section 2.6), all of which funds and accounts shall be included in the Acquired Assets);

(e) all files, information, books, blueprints, maps, diagrams, ledgers, surveys, reports, books of account and other management documents, resolutions, rules and regulations, and all other records relative to the Combined Sewer System.

(f) all assignable warranties, indemnities and guarantees related to and/or necessary for the operation of the Acquired Assets; and

(g) any and all other tangible and intangible assets owned, leased or licensed by the City used continuously, in an uninterrupted fashion, to provide the sanitary, sewer, storm water and wastewater collection, services that have or should have been provided prior to Closing, or to operate the Sewer Collection System.

The parties will reconcile any amounts due as described in Section 7.5 following the completion of their respective 2013 audited financial statements.

2.2. [Omitted.]

2.3. Consideration. The consideration for the transfer of the Acquired Assets from the City to the Authority shall be the assumption of the Assumed Liabilities, the execution and delivery of the other Transaction Documents (including the Shared Services Agreement) and the performance of the obligations set forth in this Agreement. The parties acknowledge and agree that the consideration provided for in this Agreement represents fair consideration and reasonable equivalent value for the sale and transfer of the Sewer Collection System and the transactions, covenants and agreements set forth in this Agreement, which consideration was agreed upon as the result of arm's length good faith negotiations between the parties and their respective representatives.

2.4. Assumed and Excluded Liabilities.

(a) On the Closing Date, the Authority shall assume the obligations and liabilities of the City described in this Section 2.4(a); provided, that such liabilities (i) were incurred in the ordinary course of operating the Acquired Assets; (ii) were not the result of the City's (or its agents') gross negligence, misappropriation of funds or failure to comply with commercially reasonable practices for managers of facilities and systems similar to the Acquired Assets; and (iii) may be legally charged to rate payers or other customers of the Acquired Assets (collectively, the "Assumed Liabilities"):

(i) All debts, duties, liabilities and obligations of the City which occur, arise out of or relate to the Acquired Assets or the Authority Wastewater Facilities;

(ii) Subject to Section 2.4(b)(i), Environmental Expenses and any obligation to bring the Combined Sewer System into compliance with Environmental Regulations, as well as obligations for any pre-Closing contamination emanating from or related to the Acquired Assets or the Authority Wastewater Facilities;

(iii) Subject to Section 2.4(b), any claims for refunds, reimbursement, rebates and other amounts for which repayment is requested for Combined Sewer System service that occurred prior to the Closing Date;

(iv) Pre-Closing obligations pursuant to the Combined Sewer Service Agreements;

(v) Liability for sinkhole repair and remediation to the extent attributable to the Combined Sewer System or Water System.

(vi) the Licenses and Permits;

(vii) Trade Payables; and

(viii) Any amounts due to vendors in connection with goods or services provided for the Combined Sewer System prior to the Closing Date.

Notwithstanding anything to the contrary in this Agreement, to the extent that any liabilities, claims, Actions or Damages related to the Acquired Assets are or may be covered by insurance policies maintained at any time by or for the benefit of the City or the Authority, the parties will look first to such policies to provide coverage for such liabilities, claims, Actions and Damages before resorting to any provisions in this Agreement or in the other Transaction Documents pertaining to assumption or exclusion of liabilities, indemnities or otherwise, provided that to the extent that either Party is required to make payment or perform work before any such policies provide coverage relating to such matters, the parties may then resort to the provisions in this Agreement or in the other Transaction Documents while they attempt to obtain the full benefits of such policies.

(b) Other than the Assumed Liabilities, the Authority does not assume and shall not be liable for any obligations or liabilities of the City (collectively, the "Excluded Liabilities"), including but not limited to the following:

(i) Liabilities and obligations of the City to pay fines, penalties or other civil liabilities relating to compliance with Environmental Regulations, for Environmental Conditions or which are Environmental Expenses other than the costs of bringing the Combined Sewer System into compliance with Environmental Regulations, which compliance costs shall be an Assumed Liability;

(ii) Liability for sinkhole repair and remediation to the extent not attributable to the Combined Sewer System or Water System; and

(iii) Any and all liabilities, obligations, Damages and Actions related to the Suburban Agreements and/or Suburban Claims that arose out of events occurring prior to Closing.

(c) The Parties shall cooperate in good faith to resolve any dispute that arises regarding whether a sinkhole was or is attributable to the Combined Sewer System or Water System rather than another source, including providing information to each other and cooperating to investigate and determine the cause of the sinkhole.

(d) The provisions of this Agreement shall govern the allocation of obligations and liabilities between the Parties notwithstanding anything in any order, directive, consent order, consent decree or other agreement with Governmental Authorities (each a "Governmental Directive," including any consent decree or other Governmental Directive entered into by the Authority and/or the City with a Governmental Authority in connection with the transfer of the

Combined Sewer System or related to the Partial Consent Decree or the Section 308 Letters) concerning such obligations and liabilities.

2.5. Accounts Receivable. In the event that the City receives payment of any Accounts Receivable for the Sewer Collection System after the Closing Date then the City shall remit such payment to the Authority promptly.

2.6. Termination of Agreements. The City and Authority hereby terminate the Collection System Lease upon the transfer of the Acquired Assets pursuant to this Agreement. At the Closing, the City shall remit to the Authority the pro rata share of any and all sums collected or obtained by the City attributable to the Combined Sewer System, such as for general administrative expenses, to the extent they were transferred by the City to its General Fund as a prepayment for costs and other liabilities attributable to operations after Closing (as agreed upon by the City and the Authority in their reasonable discretion). Notwithstanding anything to the contrary in the immediately preceding sentence, the City shall not be required both to remit such sums to the Authority and provide a credit to the Authority for the exact same funds under the Shared Services Agreement. The Authority, on behalf of itself, its successors and assigns, hereby knowingly, voluntarily, fully and forever releases, acquits and discharges the City and its agents, employees, representatives, successors, and assigns, from any and all Actions or Damages (including any and all claims, charges, complaints, claims, cross-claims, third-party claims, counterclaims, contribution claims, liabilities, obligations, promises, agreements, controversies, causes of action, suits, rights, demands, costs, losses, debts, and expenses of any nature whatsoever), known or unknown, suspected or unsuspected, foreseen or unforeseen, which exists, or have existed, under the Collection System Lease except (a) to the extent otherwise set forth in this Agreement and (b) arising from any and all claims by any entity not a Party to this Agreement, such as claims by the Authority against the City for indemnity, contribution or other responsibility under this Agreement arising from such third-party claims.

2.7. Assignment of Permits. To the extent legally permissible, the City hereby assigns and transfers to the Authority, and the Authority accepts, all its right, title and interest in and to the Licenses and Permits. Further, the City shall cooperate and work with the Authority to cause reissuance, issuance and/or transfer, pre- and post-Closing, of the Licenses and Permits, and, in addition, to the extent that the Authority is not able to obtain transfer, assignment, issuance or reissuance of such Licenses and Permits at or immediately after Closing, the City and the Authority shall enter into a transition operating agreement, described in greater detail in Section 5.2(d)(vi) (the "Transition Operating Agreement") reasonably acceptable to both Parties to enable the Authority to perform all appropriate actions and operations pursuant to such Licenses and Permits as of Closing such that the Combined Sewer System may continue to operate after Closing as it did before Closing in an uninterrupted fashion. The Transition Operating Agreement shall continue in effect until such time as the Authority obtains all necessary permits and licenses.

ARTICLE 3 — REPRESENTATIONS AND WARRANTIES BY THE CITY

Subject to Section 3.7, the City hereby represents and warrants to the Authority, as of the Effective Date and on the Closing Date as follows:

3.1. Authorization. The City has full power and authority to make, execute, deliver and perform the Transaction Documents.

3.2. Execution. This Agreement has been, and on the Closing Date the other Transaction Documents will be, duly and validly executed and delivered by the City and have been or shall be duly authorized by all necessary or advisable governmental and other action all as required by applicable Laws including all authorizations and approvals by the City Council, the Mayor and the Controller and constitutes (or upon such execution and delivery will constitute) legal, valid and binding obligations of the City enforceable against the City in accordance with all of the terms and provisions in this Agreement.

3.3. No Conflicts. Assuming that the City obtains all necessary consents with respect to the assignment or transfer of the Combined Sewer Service Agreements and Licenses and Permits, the execution, delivery and performance of this Agreement by the City and the consummation by the City of the transactions contemplated in this Agreement will not: (a) breach or result in a default (or an event which, with the giving of notice or the passage of time, or both, would constitute a default) or otherwise give any person a basis for accelerated or increased rights or termination or nonperformance under any Combined Sewer Service Agreements; (b) result in the violation of any provision of applicable Laws or (c) result in the creation or imposition of any Liens upon any of the Combined Sewer System.

3.4. Title to Property; Encumbrances. Excepting Permitted Encumbrances, the City has title to the Acquired Assets free and clear of all Liens.

3.5. Insurance. At all times during the operation of the Combined Sewer System, the City has had in place a comprehensive policy of liability insurance (including self-insurance) providing coverage in the form and amounts suggested or required by the Commonwealth or applicable Laws relating to the Combined Sewer System, and the City shall continue to maintain said insurance for two (2) years with regard to all work, services and activities performed by or on behalf of the City during the period of its operation of the Combined Sewer System. The Authority shall be added as a named insured under said insurance and shall be provided a certificate evidencing same as provided in Section 7.6.Sewer Collection System AS-IS WHERE-IS. THE PARTIES AGREE THAT THE CITY IS CONVEYING THE SEWER COLLECTION SYSTEM TO THE AUTHORITY IN AN AS-IS WHERE-IS CONDITION WITH THE CITY OR ANYONE ACTING ON BEHALF OF THE CITY HAVING MADE NO WARRANTY, EXPRESS OR IMPLIED, OR REPRESENTATION TO THE AUTHORITY WITH RESPECT TO THE CITY OR THE SEWER COLLECTION SYSTEM EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

3.7. No Other Representations. Except for the representations and warranties made in this Article 3, the Authority understands and agrees that neither the City nor anyone acting on its behalf makes any express or implied representations or warranties with respect to the Combined Sewer System.

ARTICLE 4 — REPRESENTATIONS AND WARRANTIES OF THE AUTHORITY

4.1. Authorization. The Authority has full power and authority to make, execute, deliver and perform the Transaction Documents.

4.2. Execution. This Agreement has been, and on the Closing Date the other Transaction Documents will be, duly and validly executed and delivered by the Authority and have been or shall be duly authorized by all necessary or advisable governmental and other action all as required by applicable Laws and constitutes (or upon such execution and delivery will constitute) legal, valid and binding obligations of the Authority enforceable against the Authority in accordance with all of the terms and provisions in this Agreement.

4.3. No Conflicts. The execution, delivery and performance of this Agreement by the Authority and the consummation by the Authority of the transactions contemplated in this Agreement will not: (a) breach or result in a default (or an event which, with the giving of notice or the passage of time, or both, would constitute a default) or otherwise give any person a basis for accelerated or increased rights or termination or nonperformance under any agreement by which the Authority or its assets are bound or (b) result in the violation of any provision of applicable Laws.

4.4. No Discharge. The Authority shall not cause or permit the Combined Sewer System to discharge stormwater onto the City's public parks without the City's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned

4.5. No Other Representations. Except for the representations and warranties made in this Article 4, the City understands and agrees that neither the Authority nor anyone acting on its behalf makes any express or implied representations or warranties with respect to the Combined Sewer System.

ARTICLE 5 — CLOSING AND CLOSING CONDITIONS

5.1. Closing. The closing of the transactions contemplated by this Agreement (the "Closing") will take place on the Closing Date at such place as the parties may mutually agree.

5.2. Conditions Precedent to the Obligations of the Authority. The Authority's obligation to proceed with the Closing is subject to the satisfaction by the City on or prior to the Closing Date of each of the following conditions precedent:

(a) Performance. All of the covenants, conditions and provisions in this Agreement shall be complied with or performed by the City before or at the Closing.

(b) Representation and Warranties. All representations and warranties made by the City shall be correct, true and complete in all material respects, as of the Closing Date, with the same force and effect as though such representations and warranties had been made again on the Closing Date.

(c) Consents and Approvals. The City will have obtained or made each consent to assignment or transfer, authorization, approval, exemption, filing, registration or qualification, if

any, which are necessary (under applicable Laws or otherwise) for the City to execute, deliver and perform the Transaction Documents, or in the case of Licenses and Permits or Combined Sewer Service Agreements which are not transferable or for which a consent to assignment cannot be obtained, the Authority shall have satisfied itself that it will be able to obtain or enter into similar permits and agreements in its own name, or to otherwise obtain the benefits of such permits and agreements. Notwithstanding anything to the contrary in this section, the City shall have obtained express consent to assignment or transfer, authorization, approval, exemption, filing, registration or qualification, if any, from PENNVEST and Fulton Bank, as lenders to the Sewer Collection System or shall have obtained official evidence that the debt has been satisfied and legally defeased.

(d) Other Transaction Documents. The City and any other parties thereto (other than the Authority) will have executed and delivered to the Authority the following documents and instruments, in form and substance satisfactory to the Authority and its counsel, as are necessary or desirable in order to consummate the transactions contemplated hereby, each dated as of the Closing Date (together with this Agreement and any agreements listed in Section 5.3(d), the "Transaction Documents"):

(i) a Bill of Sale in substantially the form agreed upon by the parties;

(ii) an Assignment and Assumption Agreement in substantially the form agreed to by the parties (the "Assignment and Assumption Agreement");

(iii) a special warranty deed in substantially the form agreed to by the parties (the "Deed");

(iv) an executed copy of the Shared Services Agreement, dated as of the Effective Date, in substantially the form of Exhibit 5.2(d)(iv) (the "Shared Services Agreement");

(v) an executed copy of the a Water, Wastewater and Stormwater Systems Transition Agreement, dated as of the Effective Date, in substantially the form of Exhibit 5.2(d)(v); and

(vi) to the extent required by Section 2.7, a Transition Operating Agreement in substantially the form agreed to by the parties.

5.3. Conditions Precedent to the Obligations of the City. The City's obligation to proceed with the Closing is subject to the satisfaction by the Authority on or prior to the Closing Date of each of the following conditions precedent:

(a) Performance. All of the covenants, conditions and provisions in this Agreement shall be complied with or performed by the Authority prior to or at the Closing;

(b) Representation and Warranties. All representations and warranties made by the Authority shall be correct, true and complete in all material respects, as of the Closing Date, with the same force and effect as though such representations and warranties had been made again on the Closing Date;

(c) Other Transaction Documents. The Authority and any other parties thereto (other than the City) will have executed and delivered to the City the following documents and instruments, in form and substance satisfactory to the City and its counsel, as are necessary or desirable in order to consummate the transactions contemplated hereby, each dated as of the Effective Date or Closing Date, as applicable:

(i) the Assignment and Assumption Agreement;

(ii) the Shared Services Agreement;

(iii) the Water, Sewer and Stormwater Systems Transition Agreement; and

(iv) to the extent required by Section 2.7, the Transition Operating Agreement

ARTICLE 6 — REIMBURSEMENT, INDEMNIFICATION AND RELEASE

6.1. Reimbursement. From and after the Closing Date, the City or the Authority, as applicable, shall reimburse the other Party for all reasonable out-of-pocket legal costs incurred by such Party arising out of or resulting from the failure by the City or the Authority, as applicable, to perform or observe any agreement or condition to be performed or observed by such Party pursuant to this Agreement.

6.2. Indemnifications

(a) Authority Indemnification of the City. From and after the Closing Date, the Authority shall release, defend, indemnify and hold harmless the City from and against any and all Damages and Actions arising out of or resulting from (i) the operation of the Sewer Collection System on or after the Closing Date, including damage or destruction to property of the City, (ii) the Assumed Liabilities, (iii) the failure by the Authority to perform or observe any agreement or condition to be performed or observed by the Authority pursuant to this Agreement and (iv) the Authority Closing Costs (as defined in Section 7.1).

(b) City Indemnification of the Authority. From and after the Closing Date, the City shall release, defend, indemnify and hold harmless the Authority from and against any and all Damages and Actions arising out of or resulting from (i) the operation of the Combined Sewer System prior to the Closing Date except for Assumed Liabilities or as otherwise set forth in this Agreement, (ii) actions or operations of the City after the Closing Date, including for damage or destruction to property of the Authority, (iii) the Excluded Liabilities, (iv) the failure by the City to perform or observe any agreement or condition to be performed or observed by the City pursuant to this Agreement, (v) any and all sums due, and any and all Actions and/or Damages attributable to, claims by any of the Suburban Communities or under the Suburban Agreements relating to actions or occurrences before Closing, and (vi) closing costs of the City related to the transactions contemplated by this Agreement and the Shared Services Agreement, including as set forth in Section 7.1 hereof, except to the extent otherwise agreed in other agreements between the City and the Authority.

ARTICLE 7 — CERTAIN RESPONSIBILITIES

7.1. Responsibility for Closing Costs. In connection with the conveyance of the Sewer Collection System to the Authority, the Authority shall pay or cause to be paid (i) all recording fees for the no warranty deed to be delivered to the Authority, (ii) counsel fees of the Authority and any other consultants, brokers, or other advisors working with or providing assistance to the Authority, (iii) all title insurance obtained by the Authority and the cost of any due diligence investigations performed by the Authority with respect to the Sewer Collection System, (iv) all survey costs, (v) all other costs and expenses of the Authority in connection with the transactions contemplated by this Agreement, (vi) all fees and expenses related to any filings required to transfer title to the Equipment and Machinery and (vii) any additional costs and charges customarily charged to purchasers or sellers in accordance with common closing practices in Dauphin County (collectively, the "Authority Closing Costs"). The City shall be responsible for its reciprocal closing costs, except to the extent otherwise agreed in separate agreements between the City and the Authority.

7.2. Access Rights. (a) If at any time before, on or after the Closing Date, the City determines that, as a result of the transfer of the Acquired Assets and/or the City's rights related to the Authority Wastewater Facilities (i) it or any Party who needs access to such property is, or will likely be, unable to access any property in the same manner as before the Closing and (ii) such property is necessary or helpful to the City or such Party to properly and effectively operate any other assets owned, licensed, or leased by the City or such Party, then the Authority hereby agrees to grant to the City a right of entry and access rights so that the City can access the property at issue (the "City Access Rights"). As soon as practical after the request for City Access Rights, the Authority shall deliver to the City a legal document granting the City Access Rights in form and substance satisfactory to the City and the Authority, and which shall be in recordable form. A grant of City Access Rights shall be free of charge to the City. The City agrees to provide the Authority with appropriate notice of its intentions to assert its City Access Rights and agrees to assert such City Access Rights at reasonable times. Such access shall be conditioned on the City's agreement to repair any damages that result from its access to the property; to indemnify the Authority for any damages or liabilities that occur or arise as a result of such access; for review and approval of the work scope to ensure the City does not put at risk Authority property, rights or business operations; and such other appropriate provisions common to such agreements.

(b) Except to the extent addressed in Section 7.3, if at any time before, on or after the Closing Date, the Authority determines that (i) it or any Party who needs access to City property is, or will likely be, unable to access any property owned, operated or controlled by the City and (ii) such property is necessary or helpful to the Authority or such Party to properly and effectively operate the Combined Sewer System, then the City hereby agrees to grant to the Authority a right of entry and access rights so that the Authority can access the property at issue (the "Authority Access Rights"). As soon as practical after the request for Authority Access Rights, the City shall deliver to the Authority a legal document granting the Authority Access Rights in form and substance satisfactory to the City and the Authority, and which shall be in recordable form. A grant of Authority Access Rights shall be free of charge to the Authority. The Authority agrees to provide the City with appropriate notice of its intentions to assert its Authority Access Rights and agrees to assert such Authority Access Rights at reasonable times.

Such access shall be conditioned on the Authority's agreement to repair any damages that result from its access to the property; to indemnify the City for any damages or liabilities that occur or arise as a result of such access; for review and approval of the work scope to ensure the Authority does not put at risk City property, rights or business operations; and such other appropriate provisions common to such agreements.

(c) The City will cooperate with and assist the Authority, before and after Closing, at no cost to the Authority, to grant to the Authority and enable the Authority to obtain all easements necessary and appropriate for the use, access and operation of the Combined Sewer System, including without limitation granting new easements to the Authority enabling the Combined Sewer System facilities and structures to exist where they are located, granting customary access rights to such facilities, structures and easements, and to assign any such easement and/or access rights as the City may currently hold relating to such facilities and structures. To the maximum extent possible, all such easement rights will run with the land.

7.3. Use and Repair of the Public Right-of-Way. In using the public right-of-way in the operation and maintenance of the Combined Sewer System, the Authority agrees to comply with all applicable Laws of the City, whether presently in effect or enacted in the future, related to such rights-of-way. In the event that the Authority in operating, maintaining or extending the Combined Sewer System installs or repairs facilities in the public right-of-way, including but not limited to roads or sidewalks, the Authority will comply with all applicable Laws of the City with respect to restoration of such rights-of-way, including but not limited to roads and sidewalks, at the Authority's expense. The City agrees to assist the Authority and facilitate the efficient use and repair of public right-of-way and to coordinate with the Authority on road and other infrastructure repair projects to efficiently manage the respective assets.

7.4. Restrictions on Sale or Lease of the Sewer Collection System; Right of First Refusal. The City and the Authority hereby acknowledge and agree that:

(a) the Acquired Assets or any portion thereof will not in the future be transferred to, or owned by, directly or indirectly, a for-profit entity or for the benefit and profit of private investors or shareholders, unless such Acquired Assets or portion thereof is obsolete, abandoned or unnecessary for the operations of the Authority. Notwithstanding the prior sentence, the Acquired Assets may be mortgaged, secured or otherwise encumbered for the purposes of obtaining financing as it relates to the Acquired Assets.

(b) the City has requested and is hereby granted a right of first refusal to purchase all or substantially all of the Acquired Assets if the Authority, for any reason, was ever able to, and elected to, sell or dispose of all or substantially all of the Acquired Assets. In the event that the Acquired Assets or any portion thereof are offered for sale as part of a larger asset or different disposition involving other assets, as well, the City's right of first refusal pertains to all of the assets in question and not only to the Acquired Assets, and the City in such case does not have the option to purchase only the Acquired Assets (that is, if the City is going to make an offer, it must make one on all the assets the Authority intends to sell at such time). The right of first refusal granted in this Section 7.4(b) is an option for the City to purchase the assets in question at the amount of such offer to purchase or acquire the Acquired Assets. In order to exercise the right of first refusal granted hereunder, the Parties shall comply with the following procedure:

prior to entering into a binding agreement or term sheet with a third-party to sell the Acquired Assets, the Authority shall notify the City of the terms and conditions of such agreement. The City shall have forty-five (45) business days to indicate whether it elects to purchase the Acquired Assets (and other assets that are the subject of the sale) on the same terms and conditions as the third-party offer. If the City elects to purchase such assets, the City shall have ninety (90) days after the date of its election (or such longer period as is indicated in the agreement with the third-party) to consummate the purchase. If the City fails to respond to the Authority's notice of the sale, affirmatively elects to not purchase the assets or fails to close the acquisition within the 90-day period mentioned above, unless such failure to close is due to the unjustified actions or failure to act of the Authority, the Authority shall have the right to sell the Acquired Assets (and other assets) on the terms and conditions of the third-party offer.

(c) Notwithstanding anything to the contrary in this Section 7.4, no limitation on the Authority shall be permitted that will negatively affect its ability to satisfy claims of a creditor or rights of a lender of the Authority or on revenues of the Combined Sewer System.

7.5. Reconciliation of Funds and Accounts Following 2013 Audited Financial Statements. The City and the Authority hereby acknowledge and agree that they will reasonably reconcile Sewer Collection System financial assets, including Accounts Receivables and accounts payable, that were not paid or could not be paid on the Closing Date, promptly following completion of their respective 2013 audited financial statements. If the parties are unable to agree upon the reconciliation within sixty (60) days after both financial statements are complete, either Party may submit the dispute as provided in Section 8.9 by written notice to the other Party.

7.6. Annual Requirement to Maintain and Certify Insurance Coverage. For a period of two (2) years after the Closing, each of the City and the Authority shall be named as an additional insured on each other's insurance policies, as their interests may appear, related to the Acquired Assets and Assumed Liabilities. The insurance required to be maintained shall be as described in and subject to the terms of Section 3.5 hereof. Any disputes over levels of coverage, scope of coverage or other matters related to such insurance shall be resolved in good faith by mutual agreement based on the advice of each Party's insurance broker. Each Party will annually certify to the other Party that it is maintaining such insurance.

7.7. Right of Offset. Subject to approval of the other Party, a Party to this Agreement may offset any amounts owed by them under this Agreement against any amount owed to them by the other Party under this Agreement.

ARTICLE 8 — MISCELLANEOUS

8.1. Notices. Any notice required or desired to be given to a person under the provisions in this Agreement shall be in writing and either personally delivered or delivered by sending the notice:

(a) by certified mail, return receipt requested, postage prepaid, or a reliable and reputable overnight courier service, charges prepaid, to the address set forth below. Notice pursuant to this paragraph shall be conclusively deemed to have been given to the person entitled thereto, upon the earlier of actual receipt or the second business day after deposit in the United States mail or

the next business day after timely deposit with an overnight courier service for delivery to that person; or

(b) by facsimile (with proof of transmission to the person's facsimile number) or e-mail (followed up by mailing a copy). Notice pursuant to this paragraph shall be deemed to have been given to the person entitled thereto on the date personally delivered or sent.

Whenever any notice or other communication is required to be given pursuant to the provisions of this Agreement, a waiver thereof, in writing, signed by the person entitled to such notice, whether before or after the time stated therein, shall be deemed to be delivery of notice for the purposes of this Agreement.

8.2. Effect of Waiver or Consent. No course of dealing, custom or conduct nor any delay or failure on the part of the City or the Authority to exercise any right, power or remedy shall be or be deemed a waiver or release of such right, power or remedy or otherwise prejudice or impair the rights, powers, benefits and/or remedies of the City or the Authority. No waiver or release by the City or the Authority shall be valid or binding unless given in a writing signed by the City or the Authority to be charged with the waiver or release. A waiver or consent, express or implied, to or of any breach or default by any Party in the performance by that Party of any of its/his duties or obligations with respect to this Agreement is not a consent or waiver to or of any other breach or default in the performance by that Party or any other Party of the same or any other duties or obligations of that Party or any other Party with respect to this Agreement. Failure on the part of a Party to declare any Party in default or breach with respect to this Agreement, irrespective of how long that failure continues, does not constitute a waiver or release by that Party of its rights with respect to that default or breach until the period of the applicable statute of limitations has expired.

8.3. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. If executed in multiple counterparts, this Agreement shall become binding when any counterpart or counterparts, individually or taken together, bear the signatures of all of the parties. This Agreement, to the extent signed and delivered by means of facsimile machine or other electronic transmission (including .pdf), shall be treated in all manner and respects and for all purposes as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. Neither Party shall raise the use of facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement was transmitted or communicated through the use of facsimile machine or other electronic transmission as a defense to the formation or enforceability of the Agreement and each Party forever waives any such defense.

8.4. Amendments and Binding Effect. All amendments to this Agreement must be in writing, signed by the City and the Authority and shall take effect immediately. Oral agreements to amend or change this Agreement, or any part thereof, shall not be valid or binding and the City and the Authority, for themselves and their successors, fully and forever waive and release any and all rights to make, assert or claim that this Agreement has been amended by an oral agreement. This Agreement and all provisions herein shall be binding upon and inure to the

benefit of the City and the Authority and their respective successors; provided that neither Party may assign or transfer any of its rights or interests under this Agreement without first obtaining the prior written consent of the other Party which consent will not be unreasonably withheld, delayed or conditioned.

8.5. Governing Law. This Agreement and the rights and duties of the City and the Authority shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

8.6. Severability. If any provision in this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable to any extent as to any person or circumstance under any present or future Laws, such findings shall not render that provision invalid or unenforceable as to any other persons or circumstances.

8.7. Interpretation and Construction. In no event shall any construction, interpretation, enforcement, presumption or inference, in favor of or against the City, the Authority or any person be made as a consequence of the identity of the draftsman of this Agreement. The City and the Authority covenant and agree that this Agreement shall be construed and interpreted in a neutral manner and in interpreting this Agreement, there shall be no presumption or inference, by operation of law or otherwise, that any provision or part of this Agreement shall be more strictly construed against any person for any reason whatsoever. In interpreting this Agreement, the use of any gender shall include all genders; the singular shall include the plural and the plural the singular and words used in the past or present tense shall include the future whenever necessary or advisable to produce the intended meaning or effect unless the application of the foregoing would result in a construction inconsistent with the manifest intent or objectives of the Agreement. All references to annexes, schedules or exhibits are to annexes, schedules or exhibits attached hereto, each of which is incorporated herein and made a part hereof for all purposes. The paragraph headings in this Agreement are for convenience only they do not form a part of this Agreement and shall not affect or be used in its construction or interpretation. The provisions in this Agreement, in all circumstances, shall always control and supersede any course of conduct, dealing, performance, custom or usage inconsistent or in conflict with any of the provisions in this Agreement.

8.8. Further Actions. The City and the Authority agree that each Party shall cooperate fully and act in good faith with the other Party and shall comply fully with all provisions and applicable Laws relating to the preparation and maintenance of complete and accurate records concerning the ownership, operation and maintenance of the Acquired Assets. If, at any time after the Closing Date, any further action is necessary or desirable to carry out the intent or any of the purposes or objectives of this Agreement, the City and the Authority shall take or cause to be taken all such necessary, advisable or convenient action and execute, acknowledge, deliver and file all necessary, desirable or convenient documentation. Without limiting the foregoing, if either Party determines that all real property or personal property that comprises the Acquired Assets has not been legally conveyed to the Authority, such Party shall notify the other Party and the City shall take any action reasonably requested by the Authority to convey all of its right, title and interest in such property to the Authority, including, but not limited to, providing executed, recordable deeds and any other documents necessary to convey real property free and clear of Liens other than Permitted Encumbrances, and other evidences of ownership of real

property or easements to the Authority, and to cause such conveyances to be properly reflected in the public record, or signing additional bills of sale specifically listing items of personal property, and such other documents as may be reasonably necessary in connection with such conveyances. In addition, for the duration of the Authority's operation and/or maintenance of the Acquired Assets, the City shall cooperate with the Authority and take any and all actions necessary, including payment of any amount necessary, to cause any Liens (other than Permitted Encumbrances) on Acquired Assets to be promptly removed.

8.9. Arbitration.

(a) Mandatory Mediation.

(i) Unless the Parties agree to submit their claim to binding arbitration in accordance with Section 5.9 b)(i), it is the intent of the Parties to resolve any disputes between them whenever possible by mutual and voluntary settlement. In support of this, the Parties acknowledge that if a dispute arises out of or relates to this Agreement, including any dispute as to the validity, scope or enforceability of this clause or any clause of this Agreement, or as to any breach of the Agreement, and cannot be settled through negotiation, they hereby agree to submit the dispute to mediation before resorting to litigation or some other dispute resolution procedure.

(ii) The mediator shall be selected by mutual agreement of the Parties. In the event the Parties are unable to agree to a mediator within fifteen (15) days of a Party declaring an impasse in informal negotiations, they shall use the mediation services of ADR Options located at Two Commerce Square, Suite 1100, 2001 Market Street, Philadelphia, PA 19103-7044.

(iii) The Parties recognize and acknowledge that mediation is a process to assist them to resolve their disputes by making their own free and informed choices, and that the neutral mediator will have no authority to impose a settlement upon any Party.

(iv) If the Parties do not reach a mutually agreeable settlement within 60 days of the initiation of the mediation, or any mutually agreed upon extensions thereof, they may pursue any other dispute resolution method available to them, as stated in this Agreement.

(v) The mediation will take place at a reasonably convenient location to be agreed upon by the Parties or determined by the mediator. Recognizing the Parties are publicly funded bodies whose acts impact local tax and utility rates, and in order to responsibly ensure a cost efficient and equitable process for resolution, the Parties pledge cooperation in using available cost-saving measures to confer and communicate on these matters, including telephone, video or online conferencing whenever practicable and cost effective.

(b) Binding Arbitration Option.

(i) Mutual Agreement. The Parties may agree, at any time, to have a dispute resolved by binding arbitration without waiving the right to proceed under any other dispute resolution option provided in this Agreement in other pending or future disputes. Both Parties must agree, in writing, to submit a specific claim to binding arbitration. If a Party requests binding arbitration, failure by the other party to consent in ten (10) days shall be deemed non-consent.

(ii) No Withdrawal. Once agreed to by all Parties in writing, no Party may withdraw their consent to binding arbitration unless the Parties amicably resolve the dispute prior to an award.

(iii) Finality. Whenever the Parties mutually opt for binding arbitration, the matter shall be solely and finally settled in that manner without right of appeal except for those grounds stated under the Pennsylvania Uniform Arbitration Act.

(iv) Proceedings. The binding arbitration proceedings shall be held in Harrisburg, Pennsylvania before an arbitration panel of three (3) arbitrators. Each Party shall designate one arbitrator (the "Designated Arbitrators") within thirty (30) days of the Parties' agreement to submit a matter to binding arbitration and the Designated Arbitrators shall, within fifteen (15) days of the appointment of the last Designated Arbitrator, mutually agree upon a third arbitrator. In the event the Designated Arbitrators cannot agree upon a third arbitrator, arbitration shall be before one arbitrator appointed by ADR Options located at Two Commerce Square, Suite 1100, 2001 Market Street, Philadelphia, PA 19103-7044. In the event ADR Options is not available, arbitration shall be before an arbitration panel of three arbitrators comprised of the two Designated Arbitrators and a third arbitrator appointed by the Dauphin County Court of Common Pleas upon application to said court. Formal service of the application shall be waived and the Notice shall be delivered to each arbitrator and counsel for all Parties by electronic means. The cost of any filing fee, or any other cost, for seeking judicial appointment of the third arbitrator shall be equally born by the Parties, with the non-moving Party required to promptly reimburse the petitioning Party for its proportional share of that expense.

(v) Controlling Procedures. Unless otherwise provided for by agreement of the Parties, or law or regulation governing the Parties, any arbitration proceedings shall be conducted in accordance with the Pennsylvania Uniform Arbitration Act, 42 Pa. C.S.A. §7301 et seq.

(c) Judicial Process.

(i) The Parties shall have the right to seek judicial relief in any dispute, other than where they have opted for binding arbitration, within 60 days after the: (a) cessation of any mediation proceedings, as declared, in writing, by the mediator or (b) by the expiration of sixty (60) days from the start of the Mediation, as stated in Section 5.9 a)(iv), above. The proceeding shall be *de novo* and otherwise subject to all applicable rules of court, except as set forth in subparagraph 5.9(c)(ii):

(ii) WAIVER OF JURY TRIAL AND ACKNOWLEDGMENT OF JURISDICTION. NO PARTY INVOLVED IN ANY LEGAL OR EQUITABLE PROCEEDINGS SHALL ELECT OR DEMAND A TRIAL BY JURY IN CONNECTION WITH ANY CLAIM, CONTROVERSY, ACTION OR DISPUTE ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR IN THE PERFORMANCE OR ENFORCEMENT THEREOF. THE CITY AND THE AUTHORITY, FOR THEMSELVES AND THEIR SUCCESSORS:

(1) SPECIFICALLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO DEMAND AND HAVE A TRIAL BY JURY;

(2) ACKNOWLEDGE, CONSENT AND AGREE THAT THE COURT OF COMMON PLEAS OF DAUPHIN COUNTY, PENNSYLVANIA, SHALL HAVE EXCLUSIVE JURISDICTION AND VENUE TO HEAR AND DETERMINE ANY AND ALL CLAIMS, CONTROVERSIES, ACTIONS OR DISPUTES RELATING TO THIS AGREEMENT OR TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT; AND SO

(3) EXPRESSLY ACKNOWLEDGE, SUBMIT AND CONSENT IN ADVANCE TO SUCH EXCLUSIVE JURISDICTION AND THE EXERCISE OF PERSONAL JURISDICTION OVER THEM BY THE SAID COURT.

(d) Appeal Rights. Nothing within this Agreement shall be deemed a waiver of any right of appeal that would be available to any Party to a civil dispute before the courts of the Commonwealth of Pennsylvania, excepting only those instances, if any, when the Parties mutually opt to submit a dispute to binding arbitration in which case the only right to appeal shall be the grounds stated under the Pennsylvania Uniform Arbitration Act.

(e) Administrative Fees and Costs. For all dispute resolution methods outlined above, each Party shall be responsible for its costs and those of its advisors and Designated Arbitrators. The Parties each shall pay one half of all costs and fees charged by a neutral arbitrator or mediator.

8.10. Entire Agreement. This instrument, annexes hereto, any documents incorporated herein and any duly executed amendments contain the entire agreement and understandings by and between the City and the Authority with respect to the subject matter hereof and supersedes all prior and contemporaneous inducements, agreements and/or understandings, express or implied, oral or written, with respect thereto.

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IN WITNESS WHEREOF, the City and the Authority, by their duly authorized representatives, have signed and sealed this Agreement effective as of the date first set forth above.

THE CITY OF HARRISBURG

By: _____
Name:
Title: Mayor

By: _____
Name: William B Lynch
Title: RECEIVER

By: _____
Name:
Title:

APPROVED AS TO FORM AND LEGALITY:

_____
City Solicitor

THE HARRISBURG AUTHORITY

By: _____
Name: William J. Cluck
Title: Chairman

By: _____
Name: J. Marc Kurowski
Title: Secretary-Treasurer

By: _____
Name: Westburn Majors
Title: Vice Chairman

SHARED SERVICES SCHEDULE 1

WATER AND WASTEWATER PAYMENT PROCESSING

Description of Service (include standards, allocation of responsibility for compliance with regulations and reporting obligations):	The City Treasurer's office shall perform revenue payment processing functions related to Water System and Combined Sewer System revenue. The City Treasurer's office shall assist the Authority to enable the Authority to secure utility revenue consistent with the requirement of the Authority's prospective lenders (Task 1); assist the Authority with the implementation of new utility billing, payment processing, and collection practices (Task 2); and provide workspace to enable the Authority to collect and process utility payments (Task 3).
Term of Service:	The City Treasurer's office shall perform these Services from the Effective Date until the Authority's operational functions are fully established, which is estimated to be no sooner than December 31, 2013 (the "**Initial Collection Term**"). The term of any Service will be automatically extended upon the expiration of the Initial Collection Term and will terminate thereafter upon 30 days written notice by the Authority (or such shorter period as may be agreed to in writing by the City) to enable transition when the Authority's operational functions are fully established.
Fee:	Task 1: Budgeted Expense (See Paragraphs 7(b) and 7(c)) For Initial Collection Term: **$19,027 per month** (to be pro-rated for periods of less than one month) Task 2: Time and Materials Expense (See Paragraph 7(d)) Task 3: Monthly rent of $15.50 per square foot (pro rated as applicable)

____ City ____ Authority

Third Party Costs:	
Insurance Requirements:	
City Contact:	**City Treasurer**
Authority Contact:	Chris Feese, Finance Director
Other Terms:	The City Treasurer's office agrees, for as long as it is providing payment processing services, to transfer all Authority revenue (Water, and Combined Sewer System) that is collected by mail, over the counter, by kiosk or by any other manner, into the Authority's respective bank accounts as designated by the Authority on a daily basis, and will report its receipt and transfer activity to the Authority at the end of each day. The Authority shall have the right to inspect and audit the City Treasurer's collection activity to ensure all water and sewer revenues are collected in a timely manner and deposited in Authority accounts. The services provided shall be consistent with best practices. City and Authority workers shall ensure compliance with all applicable legal requirements relating to the services they provide and take such actions as are reasonably requested by the City or the Authority, as applicable, to enable it to achieve its goals relating to such services.

____ City ____ Authority

SHARED SERVICES SCHEDULE 2

CITY SANITATION REVENUE BILLING, PAYMENT PROCESSING, AND COLLECTION

Description of Service (include standards, allocation of responsibility for compliance with regulations and reporting obligations):	The Authority shall perform revenue billing and collection functions related to the City's Refuse/Sanitation pick-up and disposal revenue. The Authority will work with the City on the implementation of new utility billing software. (1) Task 1: The general revenue billing services are the functions of the Operations and Revenue employees who have transferred to the Authority under the Related Agreements and include: billing for refuse collection and disposal service, customer service, bill payment receipt, bill system testing and lien filing. (2) Task 2: The Authority will assist the City with the implementation of new Authority utility software and assist the City with transition of its IT processes and systems from the City to the new software. (3) Task 3: The revenue collections services are bank lock box services and updated over the counter collection processes that the Authority is implementing for all utility (water, sewer and refuse) payments, which replace the City Treasurer's office's existing collection process. The Authority is providing these services to the City (1) to enable the City to satisfy the requirements of the City's refuse collection and disposal vendors; and (2) satisfy the rating agencies and credit market requirements related to prospective debt of the purchaser of the Authority's Resource Recovery facility. The Authority agrees to maintain the existing practice of shutting off customer's water system service when there is substantial non-payment of utility bills. The Authority also agrees, to the extent legally permissible, to prorate any partially

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	paid utility bills amongst the utilities (water, sewer and refuse) based on their proportionate amount of the total amount billed.
Term of Service:	The Authority shall perform these Services for the following terms: (1) For revenue billing services From the Effective Date under the Transition Agreement until December 31, 2014 or such later termination date as may be established pursuant to the next sentence. Such services will have a one year term ending on December 31st of any year, which term shall renew automatically each year unless the City provides at least four (4) months' advance written notice of termination (or a shorter period if agreed to in writing by the Authority). (Note that the initial term will be slightly longer than one year, from the Effective Date until December 31, 2014.) (2) For new billing software implementation: Implementation work until the Authority's billing software is operable and the termination of the Authority Shared Service Agreement with the IT department for IT bill generation work which is expected to be no earlier than June 30, 2014 (the **"IT Termination Date"**). Beginning on the IT Termination Date, the Authority will provide utility software services to the City. Such services will have a one year term ending on December 31st of any year, which term shall renew automatically each year unless the City provides at least four (4) months' advance written notice of termination (or a shorter period if agreed to in writing by the Authority). (3) For the revenue collection services: From the date the Authority implements its Lock Box and over the counter collection processes and

	the termination of the Authority Shared Service Agreement with the City Treasurer for collection work, which is expected in December 2013 (the **"Lock Box Date"**) until terminated by either Party; provided, that, in no case shall the Services be terminated if the Authority or City reasonably believes the Lock Box must remain in place in connection with obligations of the Parties to the Lancaster County Solid Waste Management Authority (**"LCSWMA"**) or the selected City waste hauler (see below under "Other Terms").
Fee:	Task 1: Budgeted Expense (See Paragraphs 7(b) and 7(c)) For general revenue billing services, 1/3 of the Authority's cost of providing the services to the utilities. During Initial Term (through 2014): $26,184 Task 2: For implementation of the new utility billing system and for the lock box implementation cost, Time and Materials Expense Task 3: Budgeted Expense (See Paragraphs 7(b) and 7(c)) For the lock box services and other collection services, 1/3 of the Authority's cost of providing the services to the utilities or an allocated cost to sanitation if mutually agreed to. During Initial Term (through 2014): estimated $2,540 (RFP to be issued week of 10/21/13)
Insurance Requirements:	
City Contact:	**Mayor & Director of Public Works**
Authority Contact:	Chris Feese, Finance Director
Other Terms:	For any period the Authority or its agent (ie Lockbox bank) collects sanitation revenue on behalf of the City, the Authority shall segregate sanitation revenue that is received, and direct its agent to distribute the money as directed by the City so as to satisfy City security obligations to LCSWMA and the selected City waste hauler, and to satisfy any Authority obligations in relation

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	thereto. The City shall have the right to inspect and audit the accounts and records related to utility payments to ensure proper sanitation revenue is collected and held. In its capacity as collection and future billing agent for the sanitation revenues the Authority shall be indemnified by the City and shall have the right to also seek indemnity from LCSWMA pursuant to an ordinary and customary agreement to be entered into by such parties.

SHARED SERVICES SCHEDULE 3

INFORMATION TECHNOLOGY

Description of Service (include standards, allocation of responsibility for compliance with regulations and reporting obligations):	The City shall make its information technology systems and staff available to: (1) enable the Authority to perform utility billing and collections; assist the Authority with the implementation of new utility billing and collection practices; and assist the Authority with transition of IT processes and systems from the City.
Term of Service:	Utility billing and collections from the Closing Date until the Authority's operational functions are fully established, and in any event, for a period of no earlier than June 30, 2014 (the "**Initial Billing Term**"). The term of this Service will be terminated by the Authority after the Initial Billing Term upon two (2) months' prior written notice (or for shorter period if agreed to in writing by the City) to enable transition when the Authority's operational functions are fully established.
Fee:	Task 1: Budgeted Expense (See Paragraphs 7(b) and 7(c)). For Initial Billing Term: $19,200 per month Task 2: Time and Materials Expense (See Paragraph 7(d)) Task 3: Time and Materials Expense (See Paragraph 7(d))
Third Party Costs:	
Insurance Requirements:	
City Contact:	**Director of Information Technology**
Authority Contact:	Chris Feese, Finance Director
Other Terms:	The services provided shall be consistent with best practices. City workers shall ensure compliance with all applicable legal requirements with respect to the services they provide.

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SHARED SERVICES SCHEDULE 4

STREET CLEANING

Description of Service (include standards, allocation of responsibility for compliance with regulations and reporting obligations):	The City shall perform public works services, including street cleaning and leaf removal services for the Authority.
Term of Service:	The City shall perform this Service from the Closing Date of the Transfer Agreement through December 31, 2014 (the **"Initial Public Works Term"**). The term of this Service will be automatically extended for another one year term (the **"Extension Public Works Term"**) upon the expiration of the Initial Public Works Term unless notice is given by one Party to the other no less than six (6) months prior to the expiration of the Initial Public Works Term. Any Extension Public Works Term will automatically be extended unless notice is given by one Party to the other no less than six (6) months prior to the expiration of the Extension Public Works Term. The Parties may but are not obligated to adjust the term upon mutual agreement.
Fee:	Budgeted Expense (See Paragraphs 7(b) and 7(c)). 80% of the City's total expense for this Service is allocated to the Authority For Initial Public Works Term: $94,015 per month
Third Party Costs:	
Insurance Requirements:	
City Contact:	**Director of Public Works**
Authority Contact:	Operations Director

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Other Terms:	The City shall provide street cleaning services to each area of the City biweekly. The services provided shall be consistent with best practices for street cleaning and leaf removal. City workers shall comply with all applicable legal requirements, ensure that the streets and leaf removal is maintained in compliance with all applicable laws, regulations and ordinances and take such actions as are reasonably requested by the Authority to satisfy requirements that apply to it. Department of Public Works supervisory staff will closely monitor the street cleaning program effectiveness to ensure the maximum amount of service is being rendered, and the goals of the program are being met.

SHARED SERVICES SCHEDULE 5

VEHICLE MAINTENANCE AND REPAIR ("VMC")

Description of Service (include standards, allocation of responsibility for compliance with regulations and reporting obligations):	The City shall perform vehicle maintenance and repair and provide for vehicle refueling for the Authority.
Term of Service:	The City shall perform this Service from the Effective Date through December 31, 2014 (the "**Initial VMC Term**"). The term of this Service will be automatically extended for another one year term (the "**Extension VMC Term**") upon the expiration of the Initial VMC Term unless notice is given by one Party to the other no less than six (6) months prior to the expiration of the Initial VMC Term. Any Extension VMC Term will automatically be extended unless notice is given by one Party to the other no less than six (6) months prior to the expiration of the Extension VMC Term.
Fee:	Time and Materials Expense (See Paragraph 7(d)) For Initial VMC Term: $13,000 per month estimated based on 12-month history.
Third Party Costs:	
Insurance Requirements:	
City Contact:	**Director of Public Works**
Authority Contact:	Administrative Director
Other Terms:	The services provided shall be consistent with best practices. City workers shall ensure compliance with all applicable legal requirements relating to the services they provide and take such actions as are reasonably requested by the Authority to enable it to achieve its goals relating to such services.

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SHARED SERVICES SCHEDULE 6

GREEN INFRASTRUCTURE

Description of Service (include standards, allocation of responsibility for compliance with regulations and reporting obligations):	The Authority, with input from the City, shall develop a long term green infrastructure plan to reduce stormwater and other impacts on the Combined Sewer System. The City shall propose projects to be developed using the funds held in the Green Infrastructure Escrow Fund (**"Green Infrastructure Projects"**), which projects shall be subject to the approval of the Authority Board in its sole discretion. The City shall prepare plans and other documentation for the Green Infrastructure Projects, to be funded using the Green Infrastructure Escrow Fund. All Green Infrastructure Projects shall be consistent with the Authority's long-term control plan (related to combined sewer overflows, green infrastructure and other stormwater and wastewater management issues) Eligible projects will include those that could benefit both the City and the Authority in terms of public improvements and water quality improvement. The City and the Authority shall seek to leverage segregated funds made available to the City under the Harrisburg Strong Plan, filed with the Commonwealth Court of the Commonwealth of Pennsylvania on August 26, 2013, as amended or supplemented (including the documents ancillary thereto, the **"Recovery Plan"**) which are to be used for economic development, stimulus and infrastructure with amounts maintained in the Green Infrastructure Escrow Fund, and otherwise to leverage resources, knowledge and opportunities relating to Green Infrastructure Projects. Any Services provided hereunder shall be subject to the approval of the Authority's Board.
Term of Service:	Not to exceed fifteen (15) years from the Effective Date of this Agreement. Unless it otherwise agrees, the Authority shall not provide any funds to the Green Infrastructure Escrow Fund before January 1, 2017.

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Fee:	There is no fee applicable to this Shared Service (other than payments to the Green Infrastructure Escrow Fund). The Authority shall fund the Green Infrastructure Escrow Fund in the cumulative total amount of Three Million Five Hundred Thousand Dollars ($3,500,000).
Third Party Costs:	
Insurance Requirements:	
City Contact:	**City Engineer, City Solicitor**
Authority Contact:	David Stewart, Engineering Director
Other Terms:	Prior to providing funding pursuant to the terms of this Shared Services Schedule, the Authority and the City shall establish the Green Infrastructure Escrow Fund with a third-party escrow agent (the "**Escrow Agent**") mutually selected by them. The Green Infrastructure Escrow Fund shall be held by the Escrow Agent in escrow and may be released to the City upon the presentation of written instructions to release such funds, executed by the City and the Authority, pursuant to the terms of this Shared Services Schedule. The Green Infrastructure Escrow Fund shall be used solely for Green Infrastructure Projects submitted by the City and approved by the Authority's Board. All City requests to the Authority Board for project approval shall contain such information as may be called for under the circumstances to justify the request. The Authority's Board shall review all plans for Green Infrastructure Projects and approve, disapprove or request more information concerning the plans submitted for such projects in a commercially reasonable manner using due diligence.

Authority Obligations and Related Matters:	The Authority shall fund the Green Infrastructure Escrow Fund in the cumulative total amount of Three Million Five Hundred Thousand Dollars ($3,500,000), such funds to be provided in parts or in whole when available to the Authority from time to time over a period not to exceed fifteen (15) years from the effective date of this Agreement. The Parties, on at least an annual basis, shall meet to discuss and plan for the times when the Authority shall provide funding to the Green Infrastructure Fund and during which funds shall be spent from said Fund. Plans for funding schedules shall be informed by (1) the cost and schedule of improvements otherwise required to the Combined Sewer System (including the storm water system), (2) maintenance of reasonable rates to be charged to ratepayers of the Authority's systems, (3) ability to secure financing for the Authority's 2013 Advanced Wastewater Treatment Facility Improvements Project planned for the Authority's wastewater system, (4) rehabilitation of the Authority's bond rating in order to enjoy the lowest cost of borrowing for improvements, (5) the availability of funds and (6) such other considerations as may be appropriate. The City shall implement and construct approved Green Infrastructure Projects in a timely manner, and shall work with the Authority to develop mutually acceptable schedules for such work.

SHARED SERVICES SCHEDULE 7

EMERGENCY SERVICES

Description of Service (include standards, allocation of responsibility for compliance with regulations and reporting obligations):	The City shall provide to the Authority special assistance not otherwise provided as part of the City's normal emergency and catastrophe preparedness and response services provided to the public, upon request during emergency or catastrophic events.
Term of Service:	The City shall perform this Service for a period of one (1) year from the date of the Agreement (the "**Initial Public Safety Term**"). The term of this Service will be automatically extended for another one (1) year term (the "**Extension Public Safety Term**") upon the expiration of the Initial Public Safety Term unless notice is given by one Party to the other no less than twelve (12) months and no more than eighteen (18) months prior to the expiration of the Initial Public Safety Term. Any Extension Public Safety Term will automatically be extended unless notice is given by one Party to the other no less than twelve (12) months and no more than eighteen (18) months prior to the expiration of the Extension Public Safety Term.
Fee:	Time and Materials Expense (See Paragraph 7(d)) Invoices shall be generated in a format consistent with FEMA cost methodologies. Notwithstanding anything in this Schedule, the Authority shall not be obligated to pay for any emergency assistance Services that are ordinarily provided by the City to its residents and businesses.
Third Party Costs:	
Insurance Requirements:	
City Contact:	Mayor
Authority Contact:	Shannon Williams, Executive Director

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Other Terms:	The services provided shall be consistent with best practices. City workers shall ensure compliance with all applicable legal requirements relating to the services they provide and take such actions as are reasonably requested by the Authority to enable it to achieve its goals relating to such services.