
EXHIBIT F46

INTERJURISDICTIONAL PRETREATMENT AGREEMENT,
DATED FEBRUARY 20, 1991, BY AND AMONG
CITY OF PHILADELPHIA AND DELCORA

Interjurisdictional Pretreatment Agreement
Between

CITY OF PHILADELPHIA

And

DELCORA

This Agreement is entered into this 20th day of
February, 1991, between the City of Philadelphia
("CITY") and Delaware County Regional Water Quality Control
Authority ("DELCORA").

RECITAL(S)

WHEREAS, the CITY owns and operates the Southwest Water
Pollution Control Plant and Sludge Processing and Distribution
Center (collectively the Southwest Wastewater Treatment System);
and

WHEREAS, DELCORA'S Eastern Service Area currently utilizes
Southwest Water Treatment System pursuant to the Service Agreement
between CITY and DELCORA dated March 15, 1974; and

WHEREAS, CITY must develop and implement an industrial
pretreatment program pursuant to conditions contained in its
discharge permit (Permit #0026671), issued by the Pennsylvania
Department of Environmental Resources ("PADER"); and upgrade its
program at the direction of the PADER or the United States
Environmental Protection Agency ("USEPA"); and

WHEREAS, DELCORA's Eastern Service Area desires to continue to
utilize the Southwest Wastewater Treatment System ("Southwest

Plant") and recognizes its industrial waste control obligations under 40 C.F.R. §403 and the CITY's Wastewater Control Regulations; and

WHEREAS, the parties acknowledge that this Agreement applies to DELCORA's Eastern Service Area, only;

In consideration of the following terms and conditions CITY and DELCORA agree:

I. WASTEWATER CONTROL REGULATIONS

DELCORA shall adopt the CITY's Wastewater Control Regulations within sixty (60) days following execution of this Agreement. These regulations adopted by DELCORA ("Regulations") shall apply to all of DELCORA's Eastern Service Area Industrial Users ("Industrial Users"). Whenever the CITY amends its Wastewater Control Regulations, DELCORA shall adopt the identical amendment within sixty (60) days following notification by the CITY of its adoption of an amendment. Notwithstanding anything contained in this Agreement to the contrary, DELCORA shall be permitted to amend its regulations/resolutions in the event that DELCORA must do so to comply with USEPA regulations, mandates, orders and/or other standards. The parties also acknowledge that portions of the Regulations and Key Elements (as hereinafter defined) will differ to some extent from the CITY's Wastewater Control Regulations and Key Elements (as hereinafter defined). However, said difference will only occur where the verbatim adoption of the CITY's Wastewater Control Regulations and/or Key Elements would confer obligations upon DELCORA impossible to perform (e.g., fee

structure, action by "Commissioner", remedies against water customers).

The parties acknowledge that constituent municipalities within the Eastern Service Area must expressly adopt the Regulations and any amendments thereto. Within sixty (60) days following execution of this Agreement DELCORA shall commence dissemination of a model ordinance and Regulations to the Eastern Service Area constituent municipalities and, thereafter, DELCORA shall use its best efforts to ensure timely enactment of the model ordinance by all Eastern Service Area constituent municipalities.

II. GENERAL ADMINISTRATION OF THE PRETREATMENT PROGRAM

The CITY has an internal operating document entitled KEY ELEMENTS OF THE ADMINISTRATION OF CITY'S PRETREATMENT PROGRAM ("Key Elements"), which is hereby fully incorporated by reference. DELCORA shall utilize this document and administer its pretreatment program as to its Eastern Service Area in accordance with this document. Whenever the CITY amends the document, DELCORA shall utilize the identical amendment.

DELCORA and CITY hereby agree that DELCORA, as to its Eastern Service Area, shall perform technical and administrative activities necessary for implementation of the pretreatment program within DELCORA as outlined in the Key Elements and the Wastewater Control Regulations, including but not limited to: (1) updating the industrial waste survey; (2) providing technical services, such as sampling, process chemical analysis, and engineering advice; (3) permitting; (4) compliance monitoring; (5) enforcement and; (6)

monitoring hazardous wastes practices. Notwithstanding anything contained in this Agreement to the contrary, DELCORA shall not be required to enforce Pretreatment Standards set forth in this Agreement on a more stringent basis than the CITY enforces pretreatment standards to the CITY's Industrial Users.

III. WASTEWATER DISCHARGE PERMITS

DELCORA shall furnish to the CITY a list of all DELCORA's Eastern Service Area Significant Industrial Users (as defined in the EPA Regulations) together with the date of renewal/expiration of existing contracts or permits. CITY shall thereafter provide to DELCORA draft Wastewater Discharge Permits ("Permits"). DELCORA shall forward draft Permits to DELCORA's Eastern Service Area Significant Industrial Users for comment and shall advertise, in a newspaper of general circulation, notice of said Permit. Nothing shall preclude the CITY from additionally noticing the DELCORA Permits in the Philadelphia Inquirer. Copies of DELCORA's newspaper notices shall be mailed to the CITY. Any Permit or modification issued by DELCORA shall be in accordance with the Regulations and shall be subject to the CITY's approval. The CITY shall respond to the Industrial User's request for approval or modification within thirty (30) days of receipt of either request for approval or modification. DELCORA shall use its best efforts to have all of DELCORA's Eastern Service Area Significant Industrial Users permitted as soon as practicable when existing agreements or permits expire or are subject to renewal.

IV. INDUSTRIAL USERS OUTSIDE OF DELCORA'S JURISDICTION

If there exists any Industrial User discharging to the Eastern Service Area of the DELCORA sewer system but located outside of Delaware County, then DELCORA shall identify these Users to CITY in writing within thirty (30) days of the effective date of this Agreement and shall promptly negotiate and enter into an agreement with the outside jurisdiction in which said Industrial User(s) is located. Such agreement shall be substantially equivalent to this Agreement and shall be jointly executed by DELCORA, and the outside jurisdiction, with a copy sent to CITY within ten (10) days of execution. If the outside jurisdiction refuses to negotiate and execute an agreement, then DELCORA shall notify CITY and shall directly enter into a Permit or equivalent control mechanism with the Industrial User which contains terms and conditions substantially equivalent to DELCORA's industrial discharge permits.

V. COPIES OF RESOLUTIONS AND REPORTS

DELCORA shall file with CITY a certified copy of its resolution and any amendments thereto, other jurisdictional agreements, and any contracts or equivalent control mechanism entered into for the purposes of industrial waste control of Eastern Service Area Industrial Users within sixty (60) days of adoption, issuance or execution, whichever may be applicable. DELCORA shall provide CITY access to and copies of, if requested, all Eastern Service Area industrial monitoring reports including 40 C.F.R. §403.12 compliance reports, self-monitoring reports,

baseline reports, records of violations and actions taken, and any other monitoring or reporting requirements imposed by federal, state or location regulations. These records and other relevant information shall be maintained for at least three (3) years.

VI. ROUTINE SAMPLING AND INSPECTION

Any authorized officer or employee of CITY may enter to inspect and/or sample at any reasonable time any part of the Eastern Service Area sewer system of DELCORA. The right of entry and inspection shall extend to public streets, easements, and property within which the Eastern Service Area system is located. Additionally, the CITY, to the full extent DELCORA is allowed to delegate permission to the CITY, shall be permitted to enter onto private property within the Eastern Service Area to inspect and/or sample industrial waste discharges provided that it gives DELCORA one hour's prior notice of its intent to do so. DELCORA shall not communicate with the Industrial User regarding the CITY's intention to sample and/or inspect. The right of inspection shall include on-site inspection of pretreatment and sewer facilities, observation, measurement, sampling, testing and access to, with the right to copy, all pertinent compliance records located on the premises of the Eastern Service Area Industrial User.

The CITY will sample DELCORA's Eastern Service Area Industrial Users with the same frequency that it samples CITY of Philadelphia Industrial Users.

The CITY agrees to split all samples with DELCORA and to split all samples with the Industrial Users upon request by the

Industrial User.

The CITY shall have the right to conduct a general inspection of each DELCORA Eastern Service Area Industrial User each year.

The parties acknowledge that DELCORA has no independent obligation, as a result of its adoption of the Regulations and Key Elements, to sample or cause to be sampled any Industrial User within the Eastern Service Area of DELCORA's system, notwithstanding anything contained in the City Ordinance, DELCORA Resolution, Regulations or Key Elements to the contrary. Nothing shall preclude, however, DELCORA's right to sample Industrial Users at its discretion but it is the parties' intent that the CITY have primary sampling responsibility. However, if DELCORA does sample DELCORA agrees to split all samples with the CITY and DELCORA may split samples with its Industrial Users upon request by the Industrial User.

VII. CONFLICTING SAMPLING RESULTS

The CITY, DELCORA and the Industrial User may occasionally receive conflicting sampling results. The purpose of this paragraph is to resolve the situation where the CITY believes, based on its sampling data, that a DELCORA Industrial User is in violation of pretreatment standards but DELCORA, based on its information, believes the Industrial User to be in compliance. In such a case the CITY and DELCORA will take immediate joint action as follows:

- (a) A meeting between the CITY and DELCORA will be scheduled within 7 days after this conflict arises to discuss and compare the sampling results; and

- (b) Prior to this meeting the CITY and DELCORA shall exchange all laboratory sampling reports along with all chain of custody forms and any other documents which impact on the sampling results.
- (c) If the CITY and DELCORA are unable to resolve the conflict then the following further steps shall take place:
 - (1) A joint inspection of the Industrial User shall be immediately scheduled;
 - (2) Increased sampling of the Industrial User will be instituted by the CITY with reasonable prior notice of each sampling or of the sampling schedule given to DELCORA in order to enable DELCORA to witness the CITY's sampling techniques if DELCORA so desires. The increased sampling frequency will be determined by the CITY.
 - (3) Either party may request independent laboratory analysis of the samples. The cost of this analysis will be borne solely by the requesting party.

VIII. EMERGENCY SAMPLING AND INSPECTION

Notwithstanding the provisions of Section VI, the CITY may sample and inspect on a more frequent basis when an emergency situation occurs. An emergency situation arises when an Industrial User's discharge could result in pass through or interference as defined in the Environmental Protection Agency's Regulations, 40 C.F.R. Part 403, or when an Industrial User is found to be in Significant Noncompliance as defined in the Key Elements (Section II). In the event of such an emergency, the CITY can perform daily sampling and/or inspection of the offending discharger. This increased frequency of sampling and/or inspection shall continue until the discharger from the offending Industrial User will meet

all the requirements under the Regulations and its Permit and the offending Industrial User is no longer in Significant Noncompliance.

IX. CITY'S REVIEW OF DELCORA'S PRETREATMENT PROGRAM

CITY shall review DELCORA's Resolution and amendments thereto, and any interjurisdictional agreements to ensure inclusion of all legal provisions mandated by this Agreement. DELCORA shall provide an annual summary of its enforcement efforts, due the end of February of each year, so the CITY may ascertain whether pretreatment requirements are being diligently enforced. To the extent DELCORA chooses to administer its own pretreatment program, CITY will annually review and audit DELCORA's pretreatment program activities to ensure conformance with this Agreement, the Regulations, and the Key Elements.

While DELCORA is administering its pretreatment program, the CITY agrees not to send enforcement notices to DELCORA's customers, but to send these notices to DELCORA only. DELCORA shall thereafter forward enforcement notices to the offending user. However, DELCORA must copy the CITY with all correspondence sent to, or received from, all DELCORA Industrial Users, regarding any violations of pretreatment standards or enforcement actions.

The parties acknowledge that DELCORA is a municipal authority created by Delaware County pursuant to the Municipal Authorities Act; and, further, that DELCORA's jurisdiction includes municipalities upon whom DELCORA must rely to adopt any legislative mandate by which users of the DELCORA system will be regulated. In

view of the recently adopted USEPA position that contractual arrangements with Industrial Users will no longer be acceptable, DELCORA shall use its best efforts to develop an enforcement mechanism conforming to USEPA requirements.

X. CITY'S OVERRIDE OF DELCORA'S
PRETREATMENT PROGRAM - ROUTINE

If the CITY determines that DELCORA has failed or has refused to fulfill any obligation under this Agreement, the CITY may develop and issue a reasonable remedial plan containing a description of the nature of the deficiencies, an enumeration of steps to be taken by DELCORA, and a time schedule for attaining compliance. Where DELCORA fails to satisfy the terms of the remedial plan, the CITY may, following thirty (30) days' written notice to cure, take over the administration and enforcement of the pretreatment program as to offending industrial dischargers who discharge to the Southwest Plant. The CITY's administration and enforcement shall continue until such time that all pretreatment obligations are fulfilled. Where the CITY takes over the administration and enforcement of the pretreatment program and initiates legal action against an Industrial User, the CITY shall retain its power to enforce against the User through the completion of the litigation.

XI. CITY'S OVERRIDE OF DELCORA'S
PRETREATMENT PROGRAM-EMERGENCY

In the event of an emergency, as defined below, this Section shall control and override Section X. Where an emergency occurs, the CITY shall have the power to immediately override DELCORA's

Pretreatment program. An emergency is deemed to have occurred where a discharge to the wastewater treatment system reasonably appears to present an imminent danger to the health and welfare of persons, or presents or may present an imminent danger to the environment, or threatens to interfere with the operation of the wastewater treatment system.

In the event of an emergency, the CITY may immediately initiate steps to identify the source of the discharge and to directly halt or prevent said discharge at its source. The CITY may use all the powers it has at its disposal to correct the emergency situation. This includes, but is not limited to, seeking injunctive relief.

XII. ANNUAL PRETREATMENT REPORT

The CITY shall provide DELCORA with a copy of its annual pretreatment report sent to the Environmental Protection Agency.

XIII. DISPUTE RESOLUTION

Any disputes, including but not limited to paragraphs IX through XI of this Agreement, arising out of this Agreement shall be resolved in accordance with procedures set forth in the Service Agreement between DELCORA and CITY, dated March 15, 1974.

XIV. AMENDMENTS

The terms of this agreement may be amended only by written agreement of the parties.

XV. MODIFICATION OF SERVICE AGREEMENT

This Agreement modifies only those provisions, if any, of the

existing Service Agreement between the two parties which conflict with the terms of this Agreement.


XVI. TERMINATION OF AGREEMENT

This Agreement will remain in effect for a period of one (1) year from the date of execution but in no event longer than the Service Agreement and shall automatically renew for additional one (1) year terms unless either party on or before sixty (60) days prior to expiration of this term or any renewal thereof forwards to the other notice of its intent not to renew whereupon this Agreement shall terminate at the end of said term or renewal.

The parties hereto have executed this Agreement on the date shown above.


Chief Executive Officer

Attest
(SEAL)


Chief Executive Officer

Attest
(SEAL)