
EXHIBIT F62

AMENDMENT TO WASTEWATER SERVICE AGREEMENT,
DATED MAY 1, 1995, BY AND AMONG
CITY OF PHILADELPHIA AND DELCORA

**AMENDMENT TO WASTEWATER
SERVICE AGREEMENT**

WHEREAS, the City of Philadelphia, hereinafter the “City” and the Delaware County Regional Water Quality Control Authority, hereinafter “DELCORA”, (collectively the “parties”) entered into a wastewater services agreement dated March 15, 1974, hereinafter the “Agreement”; and

WHEREAS, a disagreement arose between the parties regarding the amount and payment due date of DELCORA’s capital contributions under the Agreement, hereinafter “Capital Contributions”; and

WHEREAS, a second disagreement arose between the parties regarding the payment of repair, replacement and renewal charges, hereinafter “RRR charges”, under the Agreement; and

WHEREAS, a third disagreement arose between the parties regarding DELCORA’s flow limits under the Agreement, hereinafter “Flow Limits and Exceedances”; and

WHEREAS, a fourth disagreement arose between the parties regarding DELCORA’s 1993 third quarter operation and maintenance bill under the Agreement; and

WHEREAS, the parties desire to enter into a full and final settlement of these disputes; and

WHEREAS, the parties desire to amend and clarify the Agreement so that future disputes can be avoided;

NOW, THEREFORE, the parties after careful consideration of all issues and with the intention of finally and fully resolving all disputed issues without any further litigation, hereby enter to this Amendment to the Agreement (hereinafter the "Amendment") in accordance with the terms and conditions as set forth below:

ARTICLE I – FINANCIAL SETTLEMENT

- A. DELCORA shall pay the City \$5,638,894 at the signing of this Amendment. In addition, DELCORA shall pay the City \$250,000 on July 1, 1995 and shall continue to make these \$250,000 payments on July 1, 1996, July 1, 1997 and July 1, 1998 or until the EPA construction grant audit is resolved in accordance with Section II of the Amendment, whichever occurs sooner. Once the EPA construction grant audit is resolved, DELCORA shall make its final capital contribution payment (hereinafter referred to as the "final share") in accordance with the terms and conditions set forth in Section II.
- B. The payment of \$5,638,894, the \$250,000 payments and DELCORA's final share payment in accordance with Section II of this Amendment with fully and finally resolve any and all disputed Capital Contribution issues. Further, it resolves any and all RRR charges or claims for RRR payments through December 31, 1994. Finally, these payments fully and finally resolve any and all claims regarding the 1993 third quarter operation and maintenance billing and any and all claims for flow exceedance charges through the date of the Amendment.

ARTICLE II – CAPITAL CONTRIBUTIONS

- A. The parties agree that DELCORA's obligations for Capital Contributions provided for in Article 4 of the Agreement on and after the date of this Amendment shall be calculated and paid in the following manner:
1. The payments specified in Article I of this Amendment shall be timely paid; and
 2. \$1,500,000 of the total amount paid at the signing of this Amendment, as well as any subsequent \$250,000 payments which are actually paid to the City, shall be credited towards DELCORA's Capital Contributions.
 3. The EPA construction grant audit shall be deemed completed when all disputes that the City may have with the grant audit findings, if any, are finally resolved either through litigation or through a negotiated settlement. The City, in its sole discretion, will determine when the construction grant audit is finally resolved. The City, in its sole discretion, will determine whether any disputed issues exist, whether or not a grant audit appeal should be initiated, the extent to which the appeal will be prosecuted and the terms of any negotiated settlement or compromise.
 4. The Southwest Plant shares of joint use facilities and DELCORA's shares of Southwest Plant Facilities are set forth in Exhibit A to this Amendment and are hereby fully incorporated by reference.
 5. The Southwest Plant Total Project Costs are also set forth in Exhibit A to this Amendment and are hereby fully incorporated by reference.
 6. An accounting of construction grant receipts to date appears in Exhibit A – 1. This Exhibit will be updated when the construction grant audit is resolved, and grant receipts will be allocated to all listed facilities.
 7. Once the construction grant audit is resolved, the amount of DELCORA's final share shall be calculated by subtracting the total amount of construction grant funding actually received for each facility, as determined by the final resolution of the EPA construction grant audit, from the Total Project Costs for each facility as shown in Exhibit A thereby leaving unfunded remainder amounts for each facility. DELCORA's share of the unfunded remainder amounts for each facility shall then be calculated by multiplying the Southwest Plant share by the unfunded remainder amounts to determine the Southwest Plant unfunded remainder amounts. Next, the Southwest Plant unfunded remainder amounts are multiplied by DELCORA's share of the Southwest Plant (as set forth in

Exhibit A) to determine DELCORA's final share. DELCORA's final share shall be compared to the total DELCORA capital payments already received. In the event of an underpayment by DELCORA, DELCORA will make any additional payment due. In the event of an overpayment by DELCORA, City will refund any such overpayment. All payments made by either party shall only be for the principal sum due and no interest shall accrue or be due on any such sum. The final payment from DELCORA or refund from the City shall be made within one hundred twenty (120) days of the date on which the construction grant audit is resolved.

8. As the parties have now agreed as to **Total Project Costs**, DELCORA's shares of Southwest Plant Facilities and how total construction grant funding will ultimately be determined, the parties agree that the audit provision contained in Paragraph 4.09 of the Agreement is no longer necessary and therefore shall not be conducted.
9. DELCORA will support City's efforts with regulatory agencies and legislative bodies to secure all allocated grant funds for the Southwest Plant project. This will include support of grant audit appeals filed by the City.

ARTICLE III – RRR CHARGES

- A. The parties agree that DELCORA shall pay a portion of the costs for the rehabilitation, replacement and renewal (RRR) of existing facilities at City's Southwest Water Pollution Control Plant. DELCORA's share of Southwest's capital funded RRR costs shall be billed and recovered as a separate component of DELCORA's operating and maintenance rates. Charges to DELCORA will be limited to those facilities serving DELCORA and there will be no duplication of costs already included under the original Southwest Pollution Abatement Program or funded through the annual operating budget. These RRR charges will not cover any expansion of capacity, upgrading of treatment, or facilities not serving DELCORA. Costs recoverable pursuant to Section 7.02 (future expansion and upgrades) of the Agreement shall be recovered in accordance

with that section and shall not be billed as RRR. RRR costs are subject to the 10% management fee contained in the Agreement. RRR estimates will be developed by the City at the beginning of each rate period. The estimates will be developed in a manner which projects, as closely as possible, planned RRR expenditures over the rate period. DELCORA's shares of these projected RRR expenditures will be estimated pursuant to Exhibit B. These estimates shall then be allocated over the projected number of quarters in the rate period to develop the capital funded RRR component of the operating and maintenance rates. The City and DELCORA agree that the capital funded RRR component of the operating and maintenance rates shall be subject to adjustments at the beginning of each new rate period. The initial adjustment shall be implemented in accordance with subparagraph 1 (the "Initial Adjustment"). All subsequent adjustments shall be implemented in accordance with subparagraph 2 ("Subsequent Adjustments").

(1) Initial Adjustment

The Initial Adjustment shall take place at the beginning of the next new rate period. The Initial Adjustment shall be made by first calculating the City's capital funded RRR costs. For the purposes of this Initial Adjustment, the capital funded RRR costs shall be those costs identified in Exhibit C, costs incurred after October 1, 1994 for projects identified in Exhibit C, and the costs of any additional capital funded RRR projects initiated after October 1, 1994 (the "Initial Capital Funded RRR Costs"). DELCORA's share of these Initial Capital Funded RRR Costs will be calculated pursuant to Exhibit B.

Next, DELCORA's payments towards the Initial Capital Funded RRR Costs shall be calculated and subtracted from DELCORA's share of the Initial Capital Funded RRR Costs. This will include all payments made from the inception of the current rate period, which began on December 1, 1992, through the end of the current rate period. The parties agree that as of the date of the Amendment, \$4,209,323 in RRR payments have been made. The

initial Adjustment will result in either a DELCORA RRR overpayment or underpayment. One twelfth of this RRR overpayment or underpayment shall then be subtracted from or added to each quarterly RRR payment for the first twelve quarters of the new rate period to determine the RRR charge for these quarters. Should the new rate period last less than twelve quarters than any remaining quarterly adjustments shall be carried forward into the initial quarters of the next rate period until the entire adjustment is satisfied. If the Agreement terminates prior to the twelfth quarter of the next new rate period any remaining overpayment or underpayment shall be paid by the appropriate party within sixty (60) days of the Agreement's termination.

(2) Subsequent Adjustments

All Subsequent Adjustments shall take place at the beginning of the new rate periods. The Subsequent Adjustments shall be made by first calculating the City's capital funded RRR costs during the prior rate period (the "Total RRR Costs"). DELCORA's share of these costs will be calculated pursuant to Exhibit B. Next, DELCORA's payments towards these capital funded RRR costs in the prior rate period shall be calculated and subtracted from DELCORA's share of Total RRR Costs. This will result in either a DELCORA RRR overpayment or underpayment. One twelfth of the RRR overpayment or underpayment shall be subtracted from or added to each quarterly RRR payment for the first twelve quarters of the new rate period to determine the RRR charges for those quarters. Should the new rate period last less than twelve quarters then any remaining quarterly adjustments shall be carried forward into the initial quarters of the next rate period until the entire adjustment is satisfied. If the Agreement terminates prior to the twelfth quarter of the next new rate period and any remaining overpayment or underpayment shall be paid by the appropriate party within sixty (60) days of the Agreement's termination.

(3) Audits of Expenditures

The City will maintain records and accounts and provide DELCORA the right to inspect these records pursuant to Article 6.06 of the Agreement.

- B. The City and DELCORA hereby agree that all facilities other than the Sludge Dewatering and Sludge Composting facilities were originally designed and built for a hydraulic capacity of 210 MGD.

The City and DELCORA also agree that the Sludge Dewatering and Sludge Composting facilities were originally designed and built for a hydraulic capacity of 200 MGD.

The City and DELCORA also agree that the Southwest Water Pollution Control Plant currently has a permitted hydraulic capacity of 200 MGD.

The City and DELCORA also acknowledge that the City is studying the possibility on increasing the Southwest Water Pollution Control Plant permitted hydraulic capacity of 200 MGD with little or no additional capital investment.

The City and DELCORA also agree that any change in the Southwest Water Pollution Control Plant permitted hydraulic capacity of 200 MGD may result in changes to DELCORA's proportionate shares or contract maximum flow but that such changes will be made only on a prospective and not a retroactive basis. Further, DELCORA's percent shares will not increase beyond current levels unless DELCORA requests, and City grants additional capacity, unless the permitted hydraulic capacity of the Southwest Plant is downgraded by EPA or DER. In the event such a downgrading occurs, DELCORA will have the option of maintaining its current percent shares by proportionately reducing its reserve capacities found in Article IV, if DELCORA can demonstrate that its actual flow will not exceed those reduced reserve capacities.

Should the Southwest Water Pollution Control Plant be repermitted for a hydraulic capacity of more than 210 MGD, DELCORA will be given the option to increase their contract maximum flow to 23.809523% of the newly permitted capacity by participating in the additional cost of expansion, if any, or in the

alternative to have their proportional shares reduced for future capital investments.

DELCORA's revised proportional share for future capital costs shall be calculated by taking DELCORA'S new contract maximum flow, or 50 MGD if they elect not to participate in expansion costs, and dividing by the new permitted hydraulic capacity.

It is further agreed that since DELCORA has paid for 25% of the capacity of the Sludge Dewatering and Composting Facilities, it will not share in any costs of increasing the capacity of those facilities to 210 MGD. It is further agreed that should such a rerating occur, DELCORA's share of RRR costs of those facilities in Exhibit B showing a 25% "DELCORA share of SW" will be recalculated to reflect a 23.809523% "DELCORA share of SW".

- C. The City shall provide annual updates of RRR projects and costs. These updates will be provided by July 1 of each year, beginning July 1, 1995, and will detail RRR costs to date for ongoing projects (using the format of Exhibit C) and projected RRR costs (including DELCORA's shares of such costs) for planned projects over the next five years.

ARTICLE IV – FLOW LIMITS AND EXCEEDANCE CHARGES

A. Flow Limits

The following flow limits will replace the flow limits stated in Article 2.01 of the Agreement:

- a. Maximum Annual Average Daily Flow – 50 m.g.d. (calendar year).
- b. Maximum Tri-Monthly Average Daily Flow – 50 m.g.d. per calendar month for any consecutive three (3) month period.
- c. Maximum Daily Flow – 75 m.g.d. (calendar day).
- d. Maximum Instantaneous Flow – 100 m.g.d. rate (155 c.f.s.).

B. Exceedance Charges

1. If the flow of DELCORA wastewater exceeds any of the flow limits set forth above in Article IV A, a charge will be assessed against DELCORA and DELCORA agrees to pay said charge. The charge will be assessed on a quarterly basis and shall be based upon the highest calculated exceedance per calendar quarter. Exceedances shall be calculated by determining the differences between the recorded flow and the respective limits set forth herein. Charges for exceedances of the maximum Tri-Monthly Average Daily Flow shall only be applied to the calendar quarter in which the third consecutive month falls. The exceedance charge for the calendar year 1995 will be \$6,500 per m.g.d., or part thereof, over the flow limit on the highest exceedance per calendar quarter. Each calendar year thereafter, the exceedance charge rate will be adjusted in accordance with the change in the consumer price index for the Philadelphia – Wilmington – Trenton, PA. – DE. – N.J. – MD. area (CPI-U) over the previous calendar year.
2. DELCORA shall pay any such charges along with its regular quarterly operations and maintenance charges pursuant to the payment provisions of the Agreement. The exceedance charge will not be subject to the management fee provisions of the Agreement.

C. Plan to Eliminate Flow Exceedances – DELCORA shall develop and submit to the City within ninety (90) days of the signing of this Amendment a written report detailing a plan of action to eliminate its flow exceedances within five (5) years from the date of submission of the written report. City shall promptly approve or

disapprove the plan. Approval of the plan outlined in the report will not be unreasonably withheld. City shall notify DELCORA in writing within sixty (60) days of receipt of the plan of approval or disapproval, including reasons for disapproval. Should DELCORA disagree with the City's disapproval of its plan, DELCORA shall have the option to compel arbitration pursuant to Article 9.03 of the Agreement. DELCORA will proceed to implement its plan for eliminations of exceedances promptly upon written approval by the City. If DELCORA fails to submit a plan to eliminate exceedances, as hereinabove set forth, or if the City does not approve such plan and City's refusal to approve is upheld by an arbitrator then DELCORA shall be liable to the City for a penalty of one thousand dollars (\$1,000) per week until such time as DELCORA submits a plan which the City approves or submits a plan which the City does not approve but said failure to approve is not sustained by the arbitrator.

ARTICLE V – EFFECT OF AMENDMENT

- A. This Amendment modifies and changes the existing Agreement between the parties dated March 15, 1974, which remains in full force and effect. The provisions in this Amendment shall take precedence over any contrary provisions contained in the Agreement.
- B. The Agreement and this Amendment represent the entire agreement of the parties. There are no other oral or written agreements or understandings.

IN WITNESS WHEREOF, and intending to be legally bound, the City of Philadelphia has caused this Amendment to be executed by its Water Commissioner, and the Delaware County Regional Water Quality Control Authority, by its Chairman, both of whom are the duly authorized representatives of the parties with the full power and authority to enter into this Amendment.

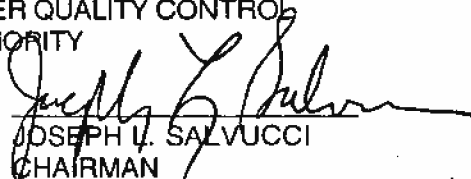
CITY OF PHILADELPHIA

BY:


KUMAR KISHINCHAND
Water Commissioner

DELAWARE COUNTY REGIONAL
WATER QUALITY CONTROL
AUTHORITY

BY:


JOSEPH L. SALVUCCI
CHAIRMAN


DAVID A. KATZ, ESQ.
Divisional Deputy City Solicitor

ATTEST:


JOSEPH F. KELLY
TREASURER

Exhibit A

05-Apr-95

CITY OF PHILADELPHIA CALCULATION OF DELCORA CAPITAL SHARE SOUTH WEST WATER POLLUTION CONTROL PLANT (C-420786)

PLANT EXPANSION PROGRAM

GRANT	DESCRIPTION	TOTAL DIRECT COST	CAPITAL RELATED INDIRECT COST	SUBTOTAL	FEDERAL REIMB	Net Cost	SW SHARE	SW SHARE	DELCORA SHARE	DELCORA COSTS
01	Comminuted Fractures	\$22,131,977.81	\$0.00	\$22,131,977.81	see note 1	\$22,131,977.81	100.0000%	\$22,131,977.81	23.809523%	see note 2
	Oxygen Supply and Distribution System	\$11,992,082.36	\$65,537.43	\$11,992,082.36	see note 1	\$11,992,082.36	100.0000%	\$11,992,082.36	23.809523%	see note 2
	Site Preparation	see Comminuted Fractures			see note 1				23.809523%	see note 2
	Gravel/Crusher	see Comminuted Fractures			see note 1				23.809523%	see note 2
	Compressor Building	\$3,664,787.12	\$77,132.45	\$3,664,787.12	see note 1	\$3,664,787.12	100.0000%	\$3,664,787.12	23.809523%	see note 2
	Electrical Building	see Comminuted Fractures			see note 1				23.809523%	see note 2
	Access Trail	\$13,019,805.54	\$162,444.39	\$13,019,805.54	see note 1	\$13,019,805.54	100.0000%	\$13,019,805.54	23.809523%	see note 2
	Final Sedimentation Tanks	\$27,594,189.49	\$240,333.39	\$27,594,189.49	see note 1	\$27,594,189.49	100.0000%	\$27,594,189.49	23.809523%	see note 2
	Effluent Pumping Station	\$6,098,774.11	\$64,038.81	\$6,098,774.11	see note 1	\$6,098,774.11	100.0000%	\$6,098,774.11	23.809523%	see note 2
	Sludge & Maintenance Building	\$3,051,594.18	\$34,029.40	\$3,051,594.18	see note 1	\$3,051,594.18	100.0000%	\$3,051,594.18	23.809523%	see note 2
	Preliminary Treatment Building	\$22,318,294.34	\$241,732.95	\$22,318,294.34	see note 1	\$22,318,294.34	100.0000%	\$22,318,294.34	23.809523%	see note 2
	Administration Building	\$2,902,787.15	\$67,618.32	\$2,902,787.15	see note 1	\$2,902,787.15	100.0000%	\$2,902,787.15	23.809523%	see note 2
	Primary Sedimentation Tanks	\$10,879,659.37	\$151,551.99	\$10,879,659.37	see note 1	\$10,879,659.37	100.0000%	\$10,879,659.37	23.809523%	see note 2
	Sludge Thickener Building	\$18,086,185.55	\$287,887.71	\$18,086,185.55	see note 1	\$18,086,185.55	100.0000%	\$18,086,185.55	23.809523%	see note 2
	Sludge Concentration Building	\$1,762,293.53	\$134,447.19	\$1,762,293.53	see note 1	\$1,762,293.53	100.0000%	\$1,762,293.53	23.809523%	see note 2
	Warehouse	see Comminuted Fractures			see note 1				23.809523%	see note 2
	Shed/Traffic	\$286,081.93	\$4,771.34	\$286,081.93	see note 1	\$286,081.93	100.0000%	\$286,081.93	23.809523%	see note 2
	Revised Solids	see Comminuted Fractures			see note 1				23.809523%	see note 2
	Compost Monitoring & Control System	\$3,498,403.87	\$467,893.82	\$3,498,403.87	see note 1	\$3,498,403.87	100.0000%	\$3,498,403.87	23.809523%	see note 2
	Effluent Pumping Station	see Comminuted Fractures			see note 1				23.809523%	see note 2
	Landscaping - Phase I	\$7,725,129.87	\$4,816,392.34	\$7,725,129.87	see note 1	\$7,725,129.87	100.0000%	\$7,725,129.87	23.809523%	see note 2
	Plant Wide Engineering	\$2,331,349.56	\$27,646.72	\$2,331,349.56	see note 1	\$2,331,349.56	100.0000%	\$2,331,349.56	23.809523%	see note 2
	Plant Wide Engineering - 1 and 1				see note 1				23.809523%	see note 2
02	New Sludge Digestion Facility	17,508,421.03	348,494.13	17,508,421.03	see note 1	17,508,421.03	67.1700%	\$11,977,272.89	23.809523%	see note 2
03	Old and A&H Transfer Station	3,618,638.34	11,346.93	3,618,638.34	see note 1	3,618,638.34	70.9000%	\$2,561,797.94	23.809523%	see note 2
04	Sludge One Facilities	9,989,749.86	132,801.30	9,989,749.86	see note 1	9,989,749.86	67.1700%	\$6,705,287.05	23.809523%	see note 2
05	Mold to Existing Sludge Facilities	20,477,971.02	344,667.47	20,477,971.02	see note 1	20,477,971.02	67.1700%	\$14,000,000.27	23.809523%	see note 2
06	Landscaping - Phase II	1,992,092.40	64,999.44	1,992,092.40	see note 1	1,992,092.40	100.0000%	\$1,992,092.40	23.809523%	see note 2
07	Sludge Dewatering Facility	30,006,889.07	1,354,377.54	30,006,889.07	see note 1	30,006,889.07	34.7700%	\$11,945,329.81	23.809523%	see note 2
08	Sludge Composting Facility	34,853,458.16	853,689.26	34,853,458.16	see note 1	34,853,458.16	34.7700%	\$13,116,814.29	23.809523%	see note 2
09	Landscaping - Phase III	2,363,483.76	123,371.19	2,363,483.76	see note 1	2,363,483.76	100.0000%	\$2,363,483.76	23.809523%	see note 2
	Cost of capital plant site (see Q & R study)	\$2,139,912.09		\$2,139,912.09	see note 1	\$2,139,912.09	100.0000%	\$2,139,912.09	23.809523%	see note 2
	Management fee	\$150,000.00		\$150,000.00	see note 1	\$150,000.00	100.0000%	\$150,000.00	23.809523%	see note 2
	Additional red water at bridge site - @ \$22.000	\$1,080,978.88		\$1,080,978.88	see note 1	\$1,080,978.88	34.7700%	\$375,854.13	23.809523%	see note 2
	Fencing & site work at former bridge site	\$993,774.00		\$993,774.00	see note 1	\$993,774.00	34.7700%	\$345,466.18	23.809523%	see note 2
	TOTAL	\$207,190,011.92	\$9,300,313.18	\$207,190,011.92	see note 1	\$207,190,011.92	100.0000%	\$207,190,011.92	23.809523%	see note 2
	Less previous Delcra Capital payments (see note 3)	\$287,136,018.92	\$9,506,131.19	\$287,136,018.92	see note 1	\$287,136,018.92	100.0000%	\$287,136,018.92	23.809523%	see note 2
	1982/1984/85 Final share payment (see note 3)				see note 1			\$224,874,357.46	23.809523%	see note 2

CALCULATION OF FINAL SHARE (due 120 days from final resolution of EPA Construction grant study)

Delcra Core (see note 2) less Delcra capital payments to date (see note 3) equals Delcra's Final share payment
 note 1: initial federal funds received for each facility will be deducted from the capital project costs after resolution of the final study
 note 2: Delcra's liability for each facility will be determined based on the actual federal funds disbursement disclosed in note 1 after resolution of the final study
 note 3: Delcra's liability will be reduced by the \$1,536,489 paid to date and \$1,500,000 of the settlement payment and each of the additional \$250,000.00 settlement payments actually paid to the City

Exhibit A-1

NOTE: This schedule shows the actual Federal funds received to date for SW WPAP projects. These amounts will change and will be adjusted to reflect actual Federal funds received from EPA based on a Final Determination or appeal. These amounts will be adjusted accordingly as defined in the retirement agreement.

[illegible]

NOTE 1 - This amount - \$77,079,203.61 will be specifically allocated to each applicable SW-01 facility based upon the fund apportioned and transferred amounts.

EXHIBIT A

FACILITY	SW SHARE	DELCORA SHARE OF SW	DELCORA NET SHARE
Cannonball Farmhouse	100%	23.809523%	23.809523%
Oxygen Supply & Dissolution	100%	23.809523%	23.809523%
Site Preparation	100%	23.809523%	23.809523%
Outfall Conduit	100%	23.809523%	23.809523%
Compressor Building	100%	23.809523%	23.809523%
Electrical Building	100%	23.809523%	23.809523%
Aeration Tanks	100%	23.809523%	23.809523%
Final Sedimentation Tanks	100%	23.809523%	23.809523%
Effluent Pumping Station	100%	23.809523%	23.809523%
Shop & Maintenance Building	100%	23.809523%	23.809523%
Preliminary Treatment Building (Excluding Incin)	100%	23.809523%	23.809523%
Preliminary Treatment Building (Incin)	70.92%	23.809523%	16.8857%
Administration Building	100%	23.809523%	23.809523%
Primary Sedimentation Tanks	100%	23.809523%	23.809523%
Sludge Thickener Building	72.92%	25%	18.23%
Scum Concentration Building & Scum Incin.	100%	23.809523%	23.809523%
Warehouse	100%	23.809523%	23.809523%
Elevated Tanks	100%	23.809523%	23.809523%
Railroad Siding	100%	23.809523%	23.809523%
Computer Monitoring & Control	100%	23.809523%	23.809523%
Influent Pumping Station	100%	0%	0%
Landscaping - Phase I	100%	23.809523%	23.809523%
Plant Wide Engineering	100%	23.809523%	23.809523%
New Sludge Digestion	67.17%	25%	16.7925%
Grit & Ash Trans. Station	70.92%	23.809523%	16.8857%
Sludge Gas	67.17%	25%	16.7925%
Mods to Existing Sludge	67.17%	25%	16.7925%
Landscaping - Phase II	100%	23.809523%	23.809523%
Sludge Dewatering	34.77%	25%	8.6925%
Sludge Composting	34.77%	25%	8.6925%
Landscaping - Phase III	100%	23.809523%	23.809523%
Sludge Site Work	34.77%	25%	8.6925%

EXHIBIT C

PHILADELPHIA WATER DEPARTMENT
WINSHIP CAPITAL COSTS
ELCORA

REVISED A/O 05-Apr-85

PRCD	PJ Date	SD-086-SW	SD-088-SWO	SD-091-SWO	SD-099-SWO	SD-400-SWO	SD-601-SWO	SD-602-SWO	SD-605-SWO	SD-618-SWO
ANNUARY OF COSTS										
4 '83 - Sep, '83			1,153,145	712,837	357,080	81,877	133,542	764,425	224,516	195,597
4 '83 - Dec, '83			16,208							85,702
4 '84 - Mar, '84						15,734	4,073			
4 '84 - Jun, '84		71,590	25,833							
4 '84 - Sep, '84			92,858	120,855	11,404			3,212	12,101	
4 '84 - Dec, '84										
4 '85 - Mar, '85										
4 '85 - Jun, '85										
4 '85 - Sep, '85										
4 '85 - Dec, '85										
4 '86 - Mar, '86										
4 '86 - Jun, '86										
4 '86 - Sep, '86										
4 '86 - Dec, '86										
4 '87 - Mar, '87										
TOTAL CAPITAL COST TO DATE		78,596	1,362,044	833,482	368,953	97,711	137,615	767,436	236,617	281,299
ESS ADJ FED REM PRE FY 85										
ESS FED REM POST FY 85										
TOTAL NET COST TO DATE		78,596	1,302,044	833,482	368,953	97,711	137,615	767,436	236,617	281,299
ELCORA % PRE FY 85		23,806524%	23,806524%	8,892500%	8,892500%	8,892500%	23,806524%	23,806524%	10,885700%	10,885700%
ELCORA % POST FY 85		23,806524%	23,806524%	8,892500%	8,892500%	8,892500%	23,806524%	23,806524%	10,885700%	10,885700%
ELCORA \$ PRE FY 85		18,710	287,902	61,983	31,039	8,484	32,785	182,808	37,811	47,835
ELCORA \$ POST FY 85			22,109	10,468	998			765	2,043	
ELCORA SHARE OF COSTS		18,710	310,010	72,451	32,037	8,484	32,785	182,771	39,854	47,835

EXHIBIT C

ADELPHI WATER DEPARTMENT
FINSHIP CAPITAL COSTS
CORA

100	SD-416-SW	SD-421-SWO	SD-422-SWO	SD-423-SWO	SD-426/722-SWO	SD-627-SWO	SD-628-SWO	SD-630-SWO	SD-631-SWO
Mo	Dec.								
MAINT OF COSTS									
'93 - Sep, '93		70,825	88,841	430,477	328,650	91,783	694,453	908,438	382,415
'93 - Dec, '93				21,014		8,238		242,028	155,898
'94 - Mar, '94			40,872					39,875	51,099
'94 - Jun, '94							4,121	28,864	5,946
'94 - Sep, '94									
'94 - Dec, '94									
'95 - Mar, '95									
'95 - Jun, '95									
'95 - Sep, '95									
'95 - Dec, '95									
'96 - Mar, '96									
'96 - Jun, '96									
'96 - Sep, '96									
'96 - Dec, '96									
'97 - Mar, '97									
TOTAL CAPITAL COST TO DATE	81,118	80,844	109,714	451,481	340,272	71,001	698,574	1,214,885	587,958
\$ ADJ FED REM PRE FY 85									
\$ FED REM POST FY 85									
TOTAL NET COST TO DATE	81,118	80,844	109,714	451,481	340,272	71,001	698,574	1,214,885	587,958
CORA % PRE FY 85	0.082500%	18.792500%	18.792500%	18.792500%	0.082500%	0.082500%	0.082500%	0.082500%	0.082500%
CORA % POST FY 85	0.082500%	18.792500%	18.792500%	18.792500%	0.082500%	0.082500%	0.082500%	0.082500%	0.082500%
CORA \$ PRE FY 85	7,061	11,093	19,424	75,815	27,872	6,172	60,365	103,244	50,591
CORA \$ POST FY 85	7,061	1,882	18,424	75,815	1,708	358	358	2,334	517
CORA SHARE OF COSTS	7,061	13,578	18,424	75,815	28,578	6,172	60,724	105,578	51,108

EXHIBIT C

ADELPHI WATER DEPARTMENT
INSHIP CAPITAL COSTS
CORA

IOO	Ptj Desc.	SD-432-SWO	SD-433-SWO	SD-437-SWO	SD-438-SWO	SD-439-SWO	SD-440-SWO	SD-441-SWO	SD-443-SWO	SD-445-SWO
PRIMARY OF COSTS										
'93 - Sep, '93		3,511,810	157,942	71,178	288,932		200,568	84,508		
'93 - Dec, '93										
'94 - Mar, '94		452,707	12,605	46,182		10,838	7,794	28,021	53,232	21,808
'94 - Jun, '94		293,478		9,889			434,792		83,289	36,300
'94 - Sep, '94		27,352			62,590	48,422	87,886	250	17,286	5,007
'94 - Dec, '94										
'95 - Mar, '95										
'95 - Jun, '95										
'95 - Sep, '95										
'95 - Dec, '95										
'96 - Mar, '96										
'96 - Jun, '96										
'96 - Sep, '96										
'96 - Dec, '96										
'97 - Mar, '97										
AL CAPITAL COST TO DATE		4,285,347	170,548	136,028	332,541	88,361	700,342	127,788	135,787	86,215
\$ ADJ FED REM PRE FY 95										
\$ FED REM POST FY 95		4,285,347	170,548	136,028	332,541	88,361	700,342	127,788	135,787	86,215
AL NET COST TO DATE		8,882,500%	23,809,524%	18,885,700%	8,882,500%	23,809,524%	23,809,524%	8,882,500%	8,882,500%	18,885,700%
CORA % PRE FY 95		8,882,500%	23,809,524%	18,885,700%	8,882,500%	23,809,524%	23,809,524%	8,882,500%	8,882,500%	18,885,700%
CORA % POST FY 95		370,126	40,607	21,856	23,468	2,605	153,132	11,085	10,302	10,335
CORA \$ PRE FY 95		2,376	5,441		5,441	11,767	12,592	23	1,801	848
CORA \$ POST FY 95		372,504	40,607	21,856	28,908	14,372	168,724	11,108	11,803	11,181
CORA SHARE OF COSTS										

EXHIBIT C

ADELPHIA WATER DEPARTMENT
 RASHP CAPITAL COSTS
 CORA

QID	Pj Dec.	SD-448-SWO	SD-447-SWO	SD-444-SWO	SD-443-SWO	SD-440-SW	SD-430-SWO	SD-451-SWO	SD-452-SWO	SD-453-SWO	SD-461-SWO
MARY OF COSTS											
'93 - Jan, '93											
'93 - Dec, '93											
'94 - Mar, '94											
'94 - Jun, '94											
'94 - Sep, '94											
'94 - Dec, '94											
'95 - Mar, '95											
'95 - Jun, '95											
'95 - Sep, '95											
'95 - Dec, '95											
'96 - Mar, '96											
'96 - Jun, '96											
'96 - Sep, '96											
'96 - Dec, '96											
'97 - Mar, '97											
AL CAPITAL COST TO DATE											
\$ ADJ FED REM PRE FY 95											
\$ FED REM POST FY 95											
AL NET COST TO DATE											
CORA % PRE FY 95											
CORA % POST FY 95											
CORA \$ PRE FY 95											
CORA \$ POST FY 95											
CORA SHARE OF COSTS											
		312,057	643,767	630,798	36,914	1,204,390	228,437	155,434	177,722	31,206	
		312,057	643,767	630,798	36,914	1,204,390	228,437	155,434	177,722	31,206	
		16,792,500%	18,230,000%	23,806,524%	18,885,700%	23,806,524%	23,806,524%	23,806,524%	16,792,500%	16,792,500%	16,230,000%
		16,792,500%	18,230,000%	23,806,524%	18,885,700%	23,806,524%	23,806,524%	23,806,524%	16,792,500%	16,792,500%	16,230,000%
		52,314	106,758	145,631	6,571	248,389	43,401	7,157	24,284	5,580	8,965
		86	16,985	4,558	6,571	36,371	11,084	18,945	5,580	5,580	8,965
		32,402	117,723	150,190	8,571	286,760	54,485	26,101	29,844	29,844	8,965

LADELPHIA WATER DEPARTMENT
WWSHIP CAPITAL COSTS
LCORA

RIOD	Pri Desc.	SD-662-SW	SD-663-SWO	SD-664-SWO	SD-670-SWO	SD-671-SWO	SW Vehicles	"22" In-Hse Force Acct	"22" Sludge In-Hse Force Acct	Major Maint
SUMMARY OF COSTS										
'83 - Sep, '83							283,964	(352,534)	3,106,588	1,661,534
'83 - Dec, '83										
'84 - Mar, '84										
'84 - Jun, '84										
'84 - Sep, '84		2,890	1,781	720	174	1,368	158,614	183,542	336,453	1,183,459
'84 - Dec, '84										
'85 - Mar, '85										
'85 - Jun, '85										
'85 - Sep, '85										
'85 - Dec, '85										
'86 - Mar, '86										
'86 - Jun, '86										
'86 - Sep, '86										
'86 - Dec, '86										
'87 - Mar, '87										
TOTAL CAPITAL COST TO DATE		2,890	1,781	720	174	1,368	450,578	(158,992)	3,443,040	2,784,992
SS ADJ FED REIM PRE FY 95										
SS FED REIM POST FY 95										
TOTAL NET COST TO DATE		2,890	1,781	720	174	1,368	450,578	(158,992)	3,443,040	2,784,992
LCORA % PRE FY 95		23.809524%	14.792500%	8.692500%	16.792500%	16.792500%	23.809524%	23.809524%	8.692500%	23.809524%
LCORA % POST FY 95		23.809524%	14.792500%	8.692500%	16.792500%	16.792500%	23.809524%	23.809524%	8.692500%	23.809524%
LCORA \$ PRE FY 95							69,991	(83,837)	278,040	378,937
LCORA \$ POST FY 95		688	299	63	29	230	37,289	46,061	29,246	284,157
LCORA SHARE OF COSTS		688	299	63	29	230	107,281	(37,855)	298,286	663,083

EXHIBIT C

PHILADELPHIA WATER DEPARTMENT
TWINSHIP CAPITAL COSTS
ELCORA

ERIOD	PJ Desc.	Sludge Vehicles	P-754	P-826	CP-321	E-12101	FY 1991 CAP P.O.'S	FY 1992 CAP P.O.'S	FY 1993 CAP P.O.'S	Total Costs
SUMMARY OF COSTS										
11/ '93 - Sep. '93										10,869,929
Oct. '93 - Dec. '93		1,317,483								5,987,257
Jan. '94 - Mar. '94										1,335,122
Apr. '94 - Jun. '94										7,891,248
Jul. '94 - Sep. '94										3,890,555
Oct. '94 - Dec. '94		522,888	122,223	237,182	1,438,833	183,538	485,986	654,328	825,106	
Jan. '95 - Mar. '95										
Apr. '95 - Jun. '95										
Jul. '95 - Sep. '95										
Oct. '95 - Dec. '95										
Jan. '96 - Mar. '96										
Apr. '96 - Jun. '96										
Jul. '96 - Sep. '96										
Oct. '96 - Dec. '96										
Jan. '97 - Mar. '97										
TOTAL CAPITAL COST TO DATE		1,840,471	122,223	237,182	1,438,833	183,538	485,986	654,328	825,106	29,474,109
SSS ADJ FED REIM POST FY 95										
SSS FED REIM POST FY 95										
TOTAL NET COST TO DATE		1,840,471	122,223	237,182	1,438,833	183,538	485,986	654,328	825,106	29,474,109
ELCORA % PRE FY 95	8.692500%									
ELCORA % POST FY 95	8.692500%									
ELCORA \$ PRE FY 95	114,522									
ELCORA \$ POST FY 95	45,461									
ELCORA \$ SHARE OF COSTS	159,983									

EXHIBIT C

PROJECT #	PROJECT DESCRIPTION	PROJECT #	PROJECT DESCRIPTION
P-714	Dev't of proposal for co-gen fac	SD-435-SW	Paint Coyle
P-428	Eval of Die Air Flo Tanks	SD-437-SW	AutoQuant Onl
SD-444-SW	Chlorination	Improvements to Polymer Sys. SPOC	
SD-445-SW	ELECT AND MECH REHAB OF GREASE INCINERATORS	Painting elevated water tank	
SD-446-SW	Warehouse Bldg, Sludge Proc Ctr	Upgrading Linear Reactor Purge Sys.	
SD-447-SW	Warehouse & Storage Pump Fac at Sludge Proc Ctr	Rehab of sludge cake screw conveyors	
SD-448-SW	Leachate & Stormwater Pump Fac at Sludge Proc Ctr	Blind of detention basin #1 SPOC	
SD-449-SW	Hydrogritter - Pre Treatment	Replacement of Oil Feed Line	
SD-450-SW	Rehab. of Final Sed Tank	Conversion of Digester to Storage tanks	
SD-451-SW	INSTALL OF OIL PUMP & PIPING AND ADDITION OF SANITARY DRAIN & GREASE TRAP	Rehab DAF Tanks	
SD-452-SW	Flow measure, sampling Sludge Ctr SHWPCP	Variable Speed Drives, Raw Pump	
SD-453-SW	Variable Speed Drives - Pre Treatment	Grill/ash PAD Mods at SHWPCP	
SD-454-SW	DATA ACQUISITION AND CONTROL SYSTEM SPOC	Rehab of Primary Sed Tanks, Include new 35-18 pump & valves	
SD-455-SW	Misc Digester Repairs	Upgrade warehouse-new	
SD-456-SW	Misc Digester Repairs	INSTALL OF SLUDGE TRANSFER PUMP	
SD-457-SW	Misc Digester Repairs	Install sludge transfer pump-tanks 1 & 2 SPOC	
SD-458-SW	FLUID AND INSTALL STORAGE FAC AT WAREHOUSE BLDG AT SPOC	Replace sludge gas burners	
SD-459-SW	Quinn. of existing Bldg, Sludge Process Ctr	Rehab DAF Tanks-PKG	
SD-460-SW	Emergency Bldg, Sludge Proc Ctr	REHAB OF SOLIDS PUMPING BLDG AT THE PRIMARY SED TANKS	
SD-461-SW	ELEC WRK FOR MIXING BLDG AND TUNNEL AREA AT SPOC	Install vlt's for 3 digested sludge pumps	
SD-462-SW	HEAT AND VENT WRK FOR MIXING BLDG SPOC	Install vlt's for 3 digested sludge pumps	
SD-463-SW	GENERAL CONSTR AND MECH WRK FOR MIXING BLDG AT SPOC	GEN CONSTR ADD TO WAREH BLDG AT BIOSOLIDS RECYCL CTR	
CP-221	NEW REPLUMT PARTS FOR SLUDGE COLLECTION TANKS	REHAB OF SLUDGE DIGEST MIXING AND RECIRCULATION SYS	
	IN 14 FINAL TANKS	SLUDGE GAS SYSTEM REHAB AT SW PLANT	
E-121H1	NEW REPLUMT PARTS FOR FINAL	VARIOUS-SOUTHWEST PLANT	
	SEDIMENTATION TANK AND TANK STANDARDIZATION	VARIOUS-SOUTHWEST PLANT	
		FIN '93 CAP P.O.'S	
		FIN '93 CAP P.O.'S	
		FIN '93 CAP P.O.'S	