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EXHIBIT F63

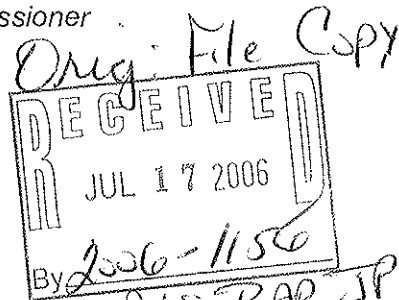
AGREEMENT, DATED JUNE 15, 2006, BY AND AMONG  
CITY OF PHILADELPHIA AND DELCORA

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The ARAMARK Tower  
1101 Market Street  
Philadelphia, PA 19107-2994

BERNARD BRUNWASSER  
Commissioner



cc: JLS, RAP, JP  
F. Crowley, P. McNichols

July 14, 2006

Mr. Joseph L. Salvucci, Executive Director  
DELCORA  
100 E. Fifth Street  
P. O. Box 999  
Chester, PA 19016-0999

Dear Mr. Salvucci:

Enclosed is a fully executed copy of our "extension" agreement. We thank you for reaching this understanding and look forward to moving forward to the negotiation of a mutually beneficial new wastewater agreement.

Vacations have caused a slight delay in the development of the new agreement; however the draft is in its final stages and we expect to forward it to you next week.

If you have any questions, please feel free to contact at 215-685-6167.

Sincerely,

A handwritten signature in cursive script, which appears to read "James Palladino".

James Palladino  
Senior Rates Manager

cc: B. Brunwasser  
J. Clare  
J. Barry Davis  
Keith Jones

## **AGREEMENT**

This Agreement is made the 15 day of June 2006, (the "Effective Date") by and between the City of Philadelphia, acting through its Water Department (the "City") and the Delaware County Regional Water Quality Control Authority ("DELCORA")(Collectively the "Parties").

**WHEREAS**, the Parties entered into a wastewater service agreement dated March 15, 1974 (the "Agreement"); and

**WHEREAS**, the Parties amended the Agreement, effective May 1, 1995 (the "Amended Agreement"); and

**WHEREAS**, the City gave DELCORA notice on November 21, 2005, that the Amended Agreement will terminate on November 25, 2010; and

**WHEREAS**, the Parties are negotiating a new agreement, and DELCORA has requested a withdrawal of the termination date; and

**WHEREAS**, the City has agreed to extend the termination date of the Amended Agreement for a period of six months;

**NOW THEREFORE**, intending to be legally bound and in consideration of the mutual covenants contained herein, the Parties agree as follows:

- I.** Unless terminated at an earlier date by mutual consent of the Parties, the Amended Agreement shall terminate on July 25, 2011.
- II.** DELCORA shall make quarterly payments of Rehabilitation, Replacement, and Renewal ("RRR") charges of \$433,333.00 until the amount of capital costs due to the City is finalized, at which time any necessary adjustments will be made to DELCORA's account.
- III.** The date of reconciliation for the above-mentioned RRR charges shall be December 31, 2005.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed as of the date first above written.

THE CITY OF PHILADELPHIA

Approved as to Form:

Keith J. Jones  
Keith J. Jones  
Acting Divisional Deputy City Solicitor

Bernard Brunwasser  
Bernard Brunwasser  
Water Commissioner

DELCORA

By Joseph L. Salvucci  
Joseph L. Salvucci  
Title Executive Director

Attest John J. Pilleggi

Title Controller