
EXHIBIT F66

PECO ENERGY COMPANY AGREEMENT FOR COMMERCIAL/
INDUSTRIAL GENERAL SERVICE NATURAL GAS,
DATED JULY 26, 20190, BY AND AMONG
DELCORA AND PECO ENERGY COMPANY

PECO Energy Company
AGREEMENT FOR COMMERCIAL/INDUSTRIAL GENERAL SERVICE
NATURAL GAS

This Agreement is made on the 26th day of July, 2010, by and between PECO Energy Company ("PECO Energy") with a business address at 2301 Market Street, Philadelphia, Pennsylvania and Delaware County Regional Water Quality Authority ("Customer") with a business address at 100 E. Fifth Street P.O. Box 999 Chester PA 19013 (individually referred to as "Party" or collectively as "Parties"), for the installation of natural gas facilities required to provide natural gas service to Customer at 3201 W Front Street Chester PA 19013 (the "Premises").

WHEREFORE, in consideration of the obligations and mutual promises set forth herein, and intending to be legally bound hereby, the Parties agree as follows:

1. **DEFINITIONS**. Wherever used in this Agreement with initial capitalization, the following terms shall have the meanings specified or referred to in this Section 1:

1.1 **Agreement**. This Agreement for Commercial/Industrial General Service Natural Gas.

1.2 **Agreement Date**. The date the Agreement is executed by both parties.

1.3 **EBAR**. The estimated base annual revenue attributable to the Customer, calculated by multiplying the Variable Distribution Charge for Rate TSI, as defined in PECO Energy's Gas Service Tariff, times the estimated annual consumption, plus the attributable portion of the annualized Fixed Distribution Charge attributable to service line capital costs.

1.4 **EBAR Calculation**. Five times the EBAR attributable to Customer, based on the information provided by Customer as defined on Schedule A.

1.5 **Installation Cost**. Total estimated cost of installation of all natural gas facilities required to provide natural gas service to Customer, based in part on information provided by Customer under Section 2.2 herein.

1.6 **Customer Contribution**. Payment to PECO Energy by Customer which represents the Installation Cost less the EBAR Calculation.

2. CUSTOMER'S OBLIGATIONS.

2.1 Payment. Prior to the installation of any facilities by PECO Energy, Customer shall pay PECO Energy in full a Customer Contribution in the amount of \$142,173.00. The Customer Contribution is the difference between the Installation Cost (\$252,250.00) and the EBAR Calculation (\$110,077.00). Payment of the Customer Contribution does not in any way give Customer title to, nor interest in, any PECO Energy natural gas service facilities. Customer is also responsible for the costs of any rights-of-way obtained by PECO Energy pursuant to Section 3.1 herein.

2.2 Environmental Conditions. Prior to installation of PECO Energy's gas facilities, Customer must provide in writing to PECO Energy all available information regarding potential or actual contamination, waste or similar materials, sink holes or other adverse environmental or hazardous conditions on or near the Premises where PECO Energy facilities are to be located. In addition, Customer must provide in writing to PECO Energy all available information regarding all privately owned underground facilities installed at Customer's property, such as: underground storage tanks; drains; sprinkler systems; cable lines; electric wires; invisible fences, etc. These private facilities must be located and clearly marked by Customer. PECO Energy assumes no liability associated with any damage to unmarked Customer facilities during the installation of PECO Energy natural gas facilities.

2.3 Installation of Appliances. Within nine (9)) months of the Agreement Date, Customer shall install connect, and initiate Rate TSI natural gas service for those appliances listed on Schedule A. Customer is responsible for extending the natural gas piping ("fuel lines") through the building wall to the outdoor meter location and for pressure testing the fuel lines. Customer further agrees that the installation of the gas appliances and the piping must be in compliance with the then existing National Fuel Gas Code, PECO Energy's addendum to that code, and all local codes, as the same may be amended from time to time. When conflicts exist among codes, the more stringent of the codes apply, unless the local authority having jurisdiction approves a variance or change.

Prior to installation, Customer is responsible for ensuring that the appliances listed on Schedule A will operate on PECO's distribution system. PECO Energy assumes no liability for installed equipment that will not operate on PECO's distribution system because of pressure requirements inconsistent with PECO's distribution system.

2.4 Meter Installation. Customer must contact PECO Energy's metering department at the appropriate number listed below, to arrange for the gas meter installation and witness of the fuel line pressure test, after installation of PECO Energy's natural gas facilities and installation of Customer's appliances are completed.

Bucks or Montgomery County: (610) 941-1586
Delaware or Chester County: (610) 490-3158

2.5 Proof of Installation. At any time after nine (9) months from the Agreement Date,

upon request by PECO Energy, Customer shall provide PECO Energy documentary proof that all natural gas appliances listed on Schedule A have been installed by Customer at the Premises. Documents accepted by PECO Energy in satisfaction of Customer's obligation are: receipt(s) showing purchase of appliance(s); invoice(s) or contract(s) for the installation of appliance(s); or any other document reasonably acceptable to PECO Energy.

2.6 Reimbursement. Customer shall reimburse PECO Energy for all appliances that are not installed and connected within nine (9) months of the Agreement Date, in an amount equal to the EBAR Calculation attributable to that appliance(s), as reflected on Schedule A, except that no reimbursement shall be required if the EBAR Calculation for any appliance(s) installed, exceeds the Installation Cost. In no event shall the total reimbursement required exceed the Installation Cost.

2.7 Right-of-way. By separate document, Customer shall grant PECO Energy a right-of-way for purposes of installing the required natural gas service facilities on Customer's Premises pursuant to this Agreement.

2.8 Restoration and Paving. Customer is responsible to perform and pay for all paving and final restoration work required on Customer's Premises after the installation by PECO Energy of the facilities pursuant to this Agreement.

2.9 Rate Schedule Change. Customer shall reimburse PECO Energy for any decrease in the EBAR Calculation amount attributable to Customer's voluntary change from Rate TSI within three (3) years from the Agreement Date.

3. PECO Energy's Obligations.

3.1 Permits and Rights-of-way. PECO Energy shall exercise reasonable diligence to obtain all necessary permits and rights-of-way required for the installation of the natural gas service facilities to serve Customer. To the extent that such permits and rights-of-way cannot be obtained or obtained in a timely manner, PECO Energy shall not be responsible for any damages or losses incurred by Customer.

3.2 Installation of Natural Gas Facilities. Upon fulfillment of the terms and conditions identified in Sections 2.1, 2.2, 2.7 and 3.1, PECO Energy will proceed with reasonable diligence to complete the installation of all main extensions, service-supply pipes and any additional system work necessary to provide natural gas service to Customer.

3.3 Meter Installation. PECO Energy will proceed with reasonable diligence to install gas metering equipment at an outdoor location after interior building fuel lines have been extended to the meter location in accordance with Section 2.3 of this Agreement.

4. **Contract Offer Term**. The terms and conditions of this contract offer are revoked by PECO Energy if it has not received this Agreement executed by the Customer within forty-five (45) days from the date first written in above.

5. **Subcontractors.** The Parties may subcontract any or all of the their obligations under this Agreement provided that the obligations subcontracted meet PECO Energy's standards. The Parties shall at all times be responsible for the acts and omissions of its subcontractors and persons employed by them. Unless specifically provided in a separate agreement, nothing in this Agreement shall create any contract between a subcontractor and the Parties or any obligations on the part of the Parties to pay, or to be responsible for the payment of, any sums to any subcontractors.

6. **Force Majeure.** The Parties' performance under this Agreement, other than payment of account already due, shall be excused if such nonperformance is due to acts or occurrences which are not voluntary by such Party or its affiliates and beyond their reasonable control, including, without limitation, governmental orders not based on the qualifications or acts of PECO Energy or its equipment, civil commotion, acts of nature, weather disturbances or adverse weather conditions, and other circumstances beyond the Parties' reasonable control.

7. **Adverse Conditions.** PECO Energy may terminate this Agreement by written notice to Customer, upon notice or detection of any adverse condition(s) set forth in Sections 2.2 of this Agreement, or any other unforeseen site condition(s) that: (a) renders it operationally unreasonable or unsafe for PECO Energy to perform its obligations under this Agreement; or (2) substantially increases the Installation Cost. Such termination shall excuse PECO Energy from performance of its obligations under this Agreement.

8. **Regulatory Approvals.** The provision of the obligations hereunder by PECO Energy shall be subject to the receipt of all required regulatory approvals. PECO Energy shall be responsible for obtaining any regulatory approvals it needs to perform its obligations under this Agreement.

9. **Waiver.** No term or condition of this Agreement or breach thereof shall be deemed waived except by written consent of the Party against whom the waiver is claimed. Any waiver of the breach of any such term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same term or condition or any other term or condition.

10. **Main Extension Refunds.** A portion of the Customer Contribution for the installation of a gas main extension(s) may be refunded if, within three years from the Agreement Date, additional customers with excess EBAR attach to a natural gas main for which installation, the Customer paid the Customer Contribution. Such refunds will not be paid to Customer until all monies owed by Customer to PECO Energy are paid in full and all of Customer's obligations under this Agreement have been fulfilled. Customer Contributions paid for gas services only, and not gas main extensions, are not refundable.

11. **Tariff.** This Agreement, and all fees, charges and surcharges for service hereunder, in all respects shall be and remain subject to the applicable provisions of PECO Energy's Gas Service Tariff, Gas-PA. PUC No. 2 ("Tariff"), as such Tariff may be

amended or superseded from time to time, on file with, and approved by, the Pennsylvania Public Utility Commission.

12. **Entire Agreement.** This Agreement, including Schedule A attached hereto and made part hereof, sets forth the entire understanding and agreement of the Parties as to the subject matter of this Agreement and merges and supersedes all prior written and oral understandings, offers, agreements, commitments, representations, writings, discussions or other communications of every kind between the Parties pertaining to the installation of natural gas facilities for the Customer, and constitutes the entire agreement between the Parties with respect to its subject matter, and as to all other representations, understandings, or agreements which are not fully expressed herein.

13. **Limitation of Liability.** Absent gross negligence or willful and wanton misconduct, neither PECO Energy nor Customer shall be liable under this Contract or under any cause of action relating to the subject matter of this Contract for any special, indirect, incidental or consequential damages. Under any circumstances, PECO Energy's liability to the Customer shall not exceed the amount of the Customer Contribution.

14. **Assignment.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, but none of the Customer's rights, interests or obligations hereunder shall be assigned or delegated, including by operation of law, without the prior written consent of PECO Energy.



Customer Signature

Joseph L. Salvucci
Executive Director

Customer Name (Printed)

Dated: August 5, 2010



PECO Energy Company Representative
Signature

ALLEN G. PRENDERGAST

PECO Energy Company Representative Printed

Dated: August 26, 2010

SCHEDULE A

Gas Appliances to be Installed (If heater is checked, also indicate square footage of heated area)

Gas Heating (3906 MCF/Yr.) 42276 Square footage

Gas Water Heating (0 MCF/Yr.)

Gas Cooking Equipment (0 MCF/Yr.)

Gas Process Loads (66751 MCF/Yr.)

Other (please explain): Incinerators

Total EBAR = \$22,015.40 x 5 = EBAR Calculation \$110,077.00

PECO Energy Foreman verification of sq. ft./service length:

Print Name

Signature

Date of Verification

PECO Energy Company

AGREEMENT FOR GAS TRANSPORTATION SERVICE

This Agreement is made on, July 26, 2010, between PECO Energy Company (PECO Energy), a public utility in the Commonwealth of Pennsylvania and, Delaware County Regional Water Quality Control Authority (Customer), a municipal sewer authority, for Gas Transportation Service at 3201 W. Front Street, Chester, PA 19013.

TARIFF

This Agreement, and all rates, fees, charges and surcharges for service hereunder, in all respects shall be, and remain, subject to the applicable provisions of Rate Schedules TS-I and TS-F, the General Terms and Conditions for Gas Transportation Service, and other applicable provisions of PECO Energy's Tariff (Gas - PA. PUC No. 2) (Tariff), as such Tariff may be amended or superseded from time to time, on file with, and approved by, the Pennsylvania Public Utility Commission.

TERM

The initial term of this Agreement shall be three (3) years commencing _____, 20____. After the initial term, this Agreement shall continue on a month-to-month renewal basis. Either party may cancel this Agreement after the initial term, upon at least thirty (30) days notice prior to any monthly renewal date. Any termination of this Agreement shall not relieve either party of any obligation incurred prior to the effective date of termination, including any investment guarantee obligations.

TERMINATION

If this Agreement is canceled during any renewal term by the Customer, Standby Sales Service demand charges under Rate TS-F shall be due and payable until PECO Energy is able to reduce its purchase obligations or otherwise utilize the released supplies pursuant to Section 3.3 of the Gas Transportation Service-General Terms and Conditions of the Tariff. If PECO Energy cancels this Agreement during any renewal term, Standby Sales Service demand charges shall terminate.

EXHIBITS

All Exhibits marked below are incorporated into, and made a part of, this Agreement. An exhibit may be added or superseded by agreement of PECO Energy and the customer to be effective on the date shown in the new or superseding exhibit.

- ☒ Exhibit 1 - Gas Consumption Capability, Contract Quantities, and Commodity Charges
- ☒ Exhibit 2 - Nomination Procedure
- ☒ Exhibit 3 - Designation of Agent for Customer
- ☐ Exhibit 4 - Transportation Buyer Group
- ☐ Exhibit 5 - City Gate Sales Service Agreement
- ☒ Exhibit 6 - Alternate Fuel Certification Statement
- ☒ Exhibit 7 - Investment Guarantee
- ☒ Exhibit 8 - Election to Decline Full Firm Standby Sales Service

TRANSPORTATION CONTRACT QUANTITIES

- (a) The Customer's Transportation Contract Quantities (TCQs) are set forth in Exhibit 1. PECO Energy is not obligated to accept deliveries of gas greater than the TCQs, and the Customer agrees not to tender on any day a quantity of gas in excess of the TCQs.
- (b) PECO Energy has the right to revise the TCQs specified in Exhibit 1. Any such revision shall be based upon the Customer's maximum daily usage during the previous twelve (12) months, and shall not exceed 110% of that usage.
- (c) Customer shall notify PECO Energy of modifications in gas usage requirements by written notice addressed to Steven Goldberg, 2301 Market Street, S10-1, Philadelphia, PA 19103 at (215) 841-6838.

TRANSPORTATION COMMODITY CHARGES

- (a) The initial commodity charges applicable to each MCF transported are set forth in Exhibit 1.
- (b) In addition to the initial commodity charges specified in Exhibit 1, the Customer agrees to pay any surcharge, fee, penalty or other assessment authorized by the Pennsylvania Public Utility Commission, including those for the recovery of interstate pipeline "transition costs," balancing costs, and taxes.

STANDBY SALES SERVICE UNDER RATE TS-F

The Standby Sales Service Contract Quantity under Rate TS-F is set forth in Exhibit 1.

ALTERNATE FUEL CATEGORY

The Customer certifies that the alternate fuel category, where applicable, stated in Exhibits 1 and 6, is correct. The Customer will submit written notice to PECO Energy of any changes to its operation that alter its alternate fuel category and capability within 30 days of the change. The Customer shall comply with PECO Energy's verification procedures as requested. The Customer agrees to provide PECO Energy, when requested, an updated Exhibit 1.

CUSTOMER'S BALANCING OBLIGATIONS

The Customer has the ultimate responsibility for:

- (a) monitoring the daily quantity of transportation gas being delivered by its supplier,
- (b) monitoring its daily usage of gas, and
- (c) managing transportation deliveries and its usage, within tolerances specified in the Tariff, such that daily and monthly imbalances shall be kept to as near zero as possible.

TREATMENT OF DEFICIENT DELIVERIES

All deficient deliveries at the end of any month shall be billed as a purchase under the applicable Standby Sales rates, plus penalty if applicable, pursuant to Section 2.5 of the Gas Transportation Service-General Terms and Conditions of the Tariff.

DESIGNATION OF AGENT FOR CUSTOMER

Designation of an Agent, if any, is made in Exhibit 3 to this Agreement if attached and executed.

DELIVERY OF GAS TO THE PECO ENERGY SYSTEM

The Customer is responsible to make all necessary arrangements for the delivery of gas to PECO Energy's system through the facilities of Texas Eastern Transmission Corporation or Transcontinental Gas Pipe Line Corporation. The Customer bears sole responsibility for all costs incurred to deliver transportation gas to PECO Energy's city gate stations including, but not limited to, balancing or penalty charges. The Customer is responsible for any imbalance; penalty or similar charge assessed PECO Energy, which results from Customer's operations.

The Customer-owned gas transported by Transcontinental shall be delivered to:
Transfer Point #6555 - Transco/PECO Energy interconnections

The Customer-owned gas transported by Texas Eastern shall be delivered to the points listed below, and all such points shall be included in the Texas Eastern transportation contract executed by the Customer or his Agent.

M&R No. 035 Tetco/PECO Energy interconnection, Delaware Co., PA
M&R No. 036 Tetco/PECO Energy interconnection, Montgomery Co., PA
M&R No. 1220 Tetco/PECO Energy interconnection, Montgomery Co., PA
M&R No. 2004 Tetco/PECO Energy interconnection, Chester Co., PA
M&R No. 2405 Tetco/PECO Energy interconnection, Montgomery Co., PA
M&R No. 2475 Tetco/PECO Energy interconnection, Montgomery Co., PA

NOMINATION PROCEDURE

The Customer will adhere to the Gas Transportation Nomination Procedure attached as Exhibit 2 to this Agreement. PECO Energy shall have the right to revise the Gas Transportation Nomination Procedure, and any such revision will be furnished to the Customer at least thirty (30) days prior to its effective date.

TELEMETRY EQUIPMENT

- (a) The Customer shall permit PECO Energy to install and operate telemetering equipment to remotely read PECO Energy's meter. The Customer shall provide and pay for telephone and electric service required for the operation of PECO Energy's equipment. **The Customer shall provide telephone and electric service for this purpose at least ten (10) working days prior to the commencement of service under this Agreement.**
- (b) If the telemetering equipment is not operational prior to the commencement of transportation service under this Agreement, or if PECO Energy notifies customer that the telemetering equipment fails, the Customer shall be responsible for reading PECO Energy's meter at 8:00 AM each day and promptly reporting these readings to PECO Energy's dispatching office in the manner directed by PECO Energy.

NOTICES AND COMMUNICATIONS

Any formal communications concerning this Agreement shall be in writing and delivered either by hand, by first class certified mail, or by facsimile to the appropriate address as follows:

CUSTOMER	COMPANY
Notices and Correspondence:	Notices and Correspondence:
Company Name: Delaware County Regional Water Quality Control Authority	Company Name: PECO Energy Company
Contact Name: Christine Volkay-Hilditch	Contact Name: Steven Goldberg
Address: P. O. Box 999	Address: 2301 Market Street, S10-1
City: Chester	City: Philadelphia
State/Zip: PA 19061-0999	State/Zip: PA 19103
Telephone: 610-876-5523, X116	Telephone: (215) 841-6838
Fax: 610-876-2728	Fax: (215) 841-5448
Daily Operations:	Dispatching:
Company Location Name:	Company Name: PECO Energy Company
Contact Name:	Contact Name: Gas Supply & Transportation Group Attention: End User Transportation Analyst
Address:	Address: 2301 Market Street -- Mail Stop: S9-1
City:	City: Philadelphia
State/Zip:	State/Zip: PA 19101
Telephone:	Telephone: (215) 841-6422 or (215) 841-6438
Fax:	Fax: (215) 841-6906

WARRANTIES

The Customer warrants that:

- (a) It has good and marketable title to all gas delivered to PECO Energy under this Agreement.
- (b) Such gas will be and is free and clear of all liens, encumbrances, and claims whatsoever, and
- (c) Such gas meets the quality and pressure specifications of the transporting pipelines.

ADVERSE CONDITIONS

Before PECO Energy installs any facilities, Customer agrees to provide in writing to PECO Energy all available information regarding potential or actual contamination, waste or similar materials or other adverse environmental or hazardous conditions on the Customer's premises on or near where PECO Energy facilities are to be located.

INDEMNITY

The customer shall indemnify and hold PECO Energy harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of adverse claims of title of any and all persons to the gas delivered to PECO Energy.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between PECO Energy, the Customer, and the Customer's Agent (if any), and shall cancel and supersede, as of its effective date, all prior contracts, supplemental agreements, negotiations, or discussions, whether oral or written, for the transportation of natural gas. Except as otherwise provided herein, this Agreement may not be modified or amended except in writing by both parties with the same formality that was followed in the execution of this Agreement.

INTERPRETATION

This Agreement shall be interpreted under the laws of the Commonwealth of Pennsylvania. This Agreement and the obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Captions and headings in this Agreement are for convenience only and do not constitute a part of this Agreement.

CANCELLATION

Before any installation of facilities, either party shall have the right to cancel and terminate this Agreement by written notice to the other party and after such notice, both parties shall be relieved of all duties and obligations arising hereunder.

ASSIGNMENT

This Agreement shall not be assigned by either party without the written consent of the other, in which event it shall be binding on the party to which it is assigned. Assignment of this Agreement shall not release the assigning party from any of the obligations under this Agreement unless such a release is agreed to in writing by the other party and the assuming party.

CONFIDENTIALITY

The terms of this Agreement including, but not limited to, the transportation commodity charges, the volume of gas transported, and all other material items shall be kept confidential by PECO Energy, the Customer, and any agents designated by the Customer, except to the extent that any information must be disclosed to a third party as required by law.

In Witness Whereof, the parties hereto have caused this Agreement to be duly executed in duplicate originals.

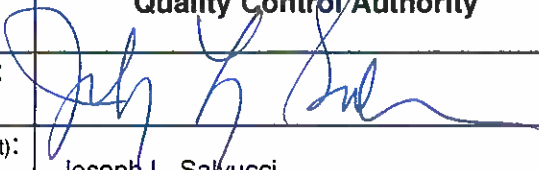
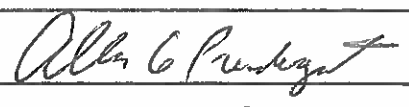
Customer Name:	Delaware County Regional Water Quality Control Authority	Company:	PECO Energy Company
Signature:		Signature:	
Name (Print):	Joseph L. Salvucci	Name (Print):	Allen G. Prendergast
Title:	Executive Director	Title:	Manager
Address:	P. O. Box 999, Chester, PA 19016-0999	Date:	August 26, 2010
Phone:	610-876-5523	Effective Date:	
Date:	August 5, 2010		

Exhibit 1

**Gas Consumption Capability, Contract Quantities, and Commodity Charges
To
Agreement For Gas Transportation Service
Between
PECO Energy Company
And
Delaware County Regional Water Quality Control Authority
3201 W Front Street
Chester, PA 19013**

Gas Consumption Capability

The annual consumption capability at this metering location is 70,657 Mcf per year. Therefore, the charge and the maximum commodity charge applicable under this Agreement are for the category of **(check one)**:

1. Firm Service Contract Quantities and Commodity Charges

- A. Rate TS-F Transportation Contract Quantity (TCQ) 1 Mcf/day

Annual Usage for Firm Transportation (check one):

- ☐ Less than 5,000 Mcf per year (***Exhibit 4 - Transportation Buyer Group is required***)
☐ Greater than 5,000 Mcf and less than 18,000 Mcf per year, or
☒ Greater than or equal to 18,000 Mcf per year.

- B. Rate TS-F Standby Sales Service Contract Quantity zero (0) Mcf/day

The Standby Sales Contract Quantity (SSQ) must equal the Rate TS-F TCQ if the customer receives both TS-F and TS-I through the same meter. The total maximum firm daily quantity that PECO Energy shall be obligated to transport is the Rate TS-F TCQ specified above. The total maximum firm daily quantity that PECO Energy shall be obligated to supply is the Rate TS-F Standby Sales Service Quantity specified above. In the absence of a properly executed exhibit 8, the TCQ must be equal to the SSQ.

- C. Rate for Standby Sales Service (**Optional**):

- ☐ Rate GC (capability is less than 18,000 Mcf per year)
☒ Rate L (capability is 18,000 Mcf per year or more)

2. **Interruptible Service Contract Quantity and Commodity Charge**

A. Rate TS-I Transportation Contract Quantity (TCQ) 385 Mcf/day

Annual Usage for Interruptible Transportation (check one):

- ☐ Greater than 5,000 Mcf and less than 18,000 Mcf per year, or
☒ Greater than or equal to 18,000 Mcf per year.

Rate TS-I service includes interruptible standby sales service under PECO Energy's Rate IS service.

B. Alternate Fuel Categories for Rate IS Standby Service (**check one**):

Primary Alternate Fuel

- ☐ Propane
☒ No. 2 Oil
☐ No. 4 Oil
☐ No. 6 Oil - 0.5% sulfur content
☐ No. 6 Oil - 1.0% sulfur content
☐ Reprocessed Oil
☐ Other: _____

Secondary Alternate Fuel (if applicable)

- ☐ Propane
☐ No. 2 Oil
☐ No. 4 Oil
☐ No. 6 Oil - 0.5% sulfur content
☐ No. 6 Oil - 1.0% sulfur content
☐ Reprocessed Oil
☐ Other: _____

Confirmation of the above information will be provided by the Customer when requested by PECO Energy.

3. **Other Charges**

The above charges do not include "transition" cost charges, balancing charges and other charges as authorized by the Pennsylvania Public Utility Commission.

4. **System Losses**

The quantity of transportation gas received for this account shall be reduced by 2.5 percent for system losses.

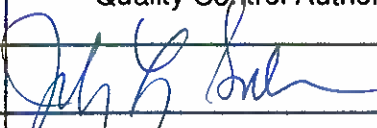
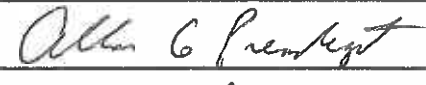
Company Name:	Delaware County Regional Water Quality Control Authority	Company:	PECO Energy Company
Signature:		Signature:	
Name (Print):	Joseph L. Salvucci	Name (Print):	Allen G. Proderger
Title:	Executive Director	Title:	MANAGER
Date:	August 5, 2010	Date:	AUGUST 26, 2010
		Effective Date:	

Exhibit 2

Gas Transportation Nomination Procedure PECO Energy Company

1. Nomination information or questions concerning nominations shall be forwarded to:

PECO Energy Company
Gas Supply & Transportation Group
Attention: End User Transportation Analyst
2301 Market Street, Mail Stop: S9-1
Philadelphia, PA 19101
Telephone: (215) 841-6422 or (215) 841-6438
FAX: (215) 841-6906

2. Nomination information shall be submitted in spreadsheet format acceptable to PECO Energy showing the total dekatherms delivered to the PECO Energy system by day. Subtotals shall also be provided by Customer and by pipeline transportation contract number. Upon request, PECO Energy will provide a standard spreadsheet template which can be used for this purpose. Contact PECO Energy at the address shown above to obtain this template.
3. The gas supplier is responsible for verifying that the pipeline is in fact delivering the nominated quantity and for notifying the customer as to its daily delivery status.
4. Written nominations are required five (5) working days before the beginning of a calendar month. In special circumstances PECO Energy may, in its sole discretion, accept verbal nominations five (5) working days prior to the beginning of a calendar month. A written confirmation to such verbal nominations shall be supplied no later than three (3) working days prior to the beginning of the month.
5. Changes in nominations during a calendar month shall be provided to PECO Energy no later than 11:15 AM Eastern time one (1) working day prior to the effective date of the change.

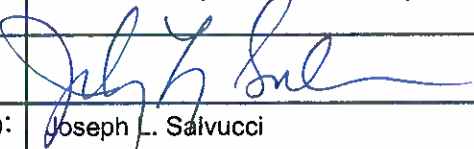
Company Name:	Delaware County Regional Water Quality Control Authority	Company:	PECO Energy Company
Signature:		Signature:	
Name (Print):	Joseph L. Salvucci	Name (Print):	
Title:	Executive Director	Title:	
Date:	August 5, 2010	Date:	
		Effective Date:	

Exhibit 3

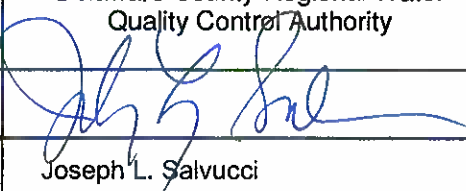
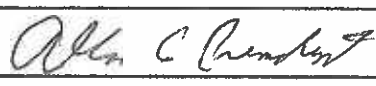
Designation Of Agent For Gas Transportation Service
Between
PECO Energy Company
And
Delaware County Regional Water Quality Control Authority
3201 W Front Street
Chester, PA 19013

The Customer hereby designates the party specified below to act as an Agent on the Customer's behalf for scheduling, dispatching, giving and receipt of notices, and other administrative aspects of transportation service. The Agent agrees to keep the Customer informed of its balancing status for each billing period. The signature below evidences the Agent's acceptance of all the terms and conditions of this Agreement for Gas Transportation Service. The Customer shall, nevertheless, remain responsible to PECO Energy for all of the Customer's obligations under the Agreement.

Check one:

☒ Mail PECO Energy bill to Customer ☐ Mail PECO Energy bill to Agent

Agent:	
Name:	
Address:	
Telephone:	
FAX:	
By:	
Title:	
Date:	

Company Name:	Delaware County Regional Water Quality Control Authority	Company:	PECO Energy Company
Signature:		Signature:	
Name (Print):	Joseph L. Salvucci	Name (Print):	Allen C. Prandini
Title:	Executive Director	Title:	Manager
Date:	August 5, 2010	Date:	8/26/10
		Effective Date:	

Alternate Fuel Certification
To
Agreement For Gas Transportation Service
Between
PECO Energy Company
And
Delaware County Regional Water Quality Control Authority
3201 W Front Street
Chester, PA 19103

Designation of Alternate Fuel

Indicate the primary alternate fuel that you are currently using for this agreement. Attach a copy of your most recent invoice from your alternate fuel supplier documenting this fuel type.

Primary Alternate Fuel

- ☐ Propane
☒ No. 2 Oil
☐ No. 4 Oil
☐ No. 6 Oil - 0.5% sulfur content
☐ No. 6 Oil - 1.0% sulfur content
☐ Reprocessed Oil
☐ Other: _____

Secondary Alternate Fuel (if applicable)

- ☐ Propane
☐ No. 2 Oil
☐ No. 4 Oil
☐ No. 6 Oil - 0.5% sulfur content
☐ No. 6 Oil - 1.0% sulfur content
☐ Reprocessed Oil
☐ Other: _____

Information on Permanently Installed Oil or Propane Storage Tank(s)

Tank #1	20,000	gallons	Check if underground	<input checked="" type="checkbox"/>
Tank #2	20,000	gallons	Check if underground	<input checked="" type="checkbox"/>
Tank #3	20,000	gallons	Check if underground	<input checked="" type="checkbox"/>
Tank #4		gallons	Check if underground	<input type="checkbox"/>
Other - Please Explain: _____				

- Indicate the total gallons of oil or propane you normally maintain in inventory in the winter period in the tanks listed above: 45,000 gallons.
- Under maximum-use conditions (e.g., coldest weather, maximum production, etc.), how many days would this inventory last? 18 days.
- List any equipment that is served under this agreement that cannot use an alternate fuel.

<u>Equipment</u>	<u>Estimated Gas Use</u>
1.	Mcf per day
2.	Mcf per day
3.	Mcf per day

I hereby certify that the above information is true and correct to the best of my knowledge and belief and that my alternate fuel system is in good working condition.


Company Name: Delaware County Regional Water Quality Control Authority	Title: Executive Director
Signature: 	Date: August 5, 2010
Joseph L. Salvucci	Effective Date:

Exhibit 7
Investment Guarantee
To
Agreement For Gas Transportation Service
Between
PECO Energy Company
And
Delaware County Regional Water Quality Control Authority
3201 W Front Street
Chester, PA 19013

1. To provide gas transportation service, PECO Energy will install, own, maintain and operate a gas line to serve the Customer's facility at 3201 W. Front Street, Chester, PA 19103 . Customer payments to PECO Energy do not in any way give Customer title to, nor interest in, any gas main or service installed.
2. In recognition of the investment in facilities that PECO Energy must make to provide gas transportation service, the Customer and its successors hereby guarantee a minimum payment to PECO Energy of **\$110,077** for gas transportation service during the three (3) year initial term (not including any up-front amount). The three (3) year term shall commence on _____, 20____, and end on _____, 20____.

The accumulated Rate (TS-I/TS-F) commodity charges paid by the Customer in the three (3) year initial term shall be considered as a credit towards the guaranteed minimum payment.

If the accumulated Rate (TS-I/TS-F) commodity charges during the three (3) year term of the Agreement are less than the guaranteed amount of **\$110,077.00**, the Customer shall remit the difference within thirty (30) days after receipt of an invoice from PECO Energy.

The terms listed below shall not be credited toward the minimum payment:

- a) Any purchase made by the Customer under other PECO Energy gas rate schedules.
 - b) The throughput surcharges approved by the Pennsylvania Public Utility Commission for the recovery of interstate pipeline "transition costs," balancing costs and similar costs.
1. PECO Energy has the right to increase the amount of the minimum payment if the Pennsylvania Public Utility Commission takes any action reducing the portion of the gas transportation commodity charges retained by PECO Energy.
 2. The Customer agrees to pay PECO Energy an up-front amount of **\$142,173.00** for this gas service installation. This amount is the difference between the cost associated with extending gas main and/or service of **\$252,250.0**, and the Customer's guaranteed revenue of **\$110,077.00**. The payment shall be made prior to April 1, 2010,


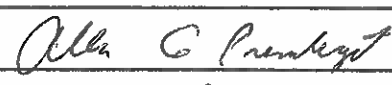
Company Name:	Delaware County Regional Water Quality Control Authority	Company:	PECO Energy Company
Signature:		Signature:	
Name (Print):	Joseph L. Salvucci	Name (Print):	Allen G. Prandeng
Title:	Executive Director	Title:	MGR
Date:	August 5, 2010	Date:	8/26/10
		Effective Date:	

Exhibit 8

Election to Decline Full Firm Standby Sales Service

General

The Customer hereby declines to elect full firm standby sales service from PECO Energy Company equal to the TCQ for the firm transportation service under Rate TSF elected in Exhibit 1 of this Agreement. The Customer therefore agrees and understands that it has no contractual right to purchase gas from PECO Energy under any rate schedule on a daily or monthly basis, and PECO Energy has no obligation to supply natural gas to the Customer, during the term of the agreement, greater than the standby sales quantity (SSQ) indicated in Exhibit 1 of this Agreement. Upon termination of the agreement, any obligation to provide retail sales service greater than the SSQ is contingent upon PECO Energy's ability to arrange the additional gas supply.

Election in Exhibit 1 to Decline Firm Standby Sales Service

The Customer understands that unauthorized use will be billed at a price equivalent to the standby sales rate indicated in Exhibit 1 plus a \$25 per Mcf surcharge. Gas consumption under the following conditions shall be considered unauthorized use: 1) any gas use when the Customer's supplier fails to deliver, 2) consumption of gas exceeding the daily deliveries plus the allowable daily variation, and 3) any consumption of gas in excess of the total delivered in a billing month. The billing for unauthorized use does not provide the Customer with a right to consume gas supplied by PECO Energy and Customer may be liable for damages to PECO Energy and PECO Energy's other customers that are attributable to unauthorized use of gas.

Election in Exhibit 1 of Partial Firm Standby Sales Service

The Customer understands that unauthorized use will be billed at a price equivalent to the standby sales rate indicated in Exhibit 1 plus a \$25 per Mcf surcharge. Gas consumption under the following conditions shall be considered unauthorized use: 1) any gas use in excess of the SSQ when the Customer's supplier fails to deliver, 2) consumption of gas exceeding the daily deliveries plus the allowable daily variation plus the standby sales quantity, and 3) the quantity of deficient deliveries at the conclusion of a billing month that exceeds the SSQ times the number of days in the billing month. The billing for unauthorized use does not provide the Customer with a right to consume gas supplied by PECO Energy and Customer may be liable for damages to PECO Energy and PECO Energy's other customers that are attributable to unauthorized use of gas.

Customer Acknowledgment

The Customer acknowledges that it fully understands and accepts the risks and responsibilities of making its own natural gas supply and transportation arrangements. The Customer further acknowledges that the consumption of unauthorized gas may result in severe operational problems on PECO Energy's distribution system and that it has been advised that PECO Energy intends to take appropriate action, as described below, to protect the integrity of the gas distribution system:

1) PECO Energy will take such steps that are necessary to prevent the customer from consuming unauthorized gas, may physically stop unauthorized use by either manually or remotely shutting off gas the customer's meter, and may, at its discretion, install a remote shut-off valve for this purpose. Although PECO Energy will make reasonable efforts to notify Customer at least 1 hour prior to stoppage of unauthorized use, stoppage is not conditional upon such notice. PECO Energy will make reasonable efforts to restore physical deliveries as soon as gas supply of Customer is resumed and the restoration process can be coordinated with Customer.

2) The Customer understands that unauthorized use will be determined on a daily basis and that the Customer (or its agent) is solely responsible for delivering daily gas supply to PECO Energy. In determining the daily quantity of delivered gas supply, PECO Energy relies on the daily nomination information provided by Customer, its agent and the interstate pipelines. Where the Customer's agent nominates pipeline deliveries for more than one PECO Energy customer, it is the sole responsibility of Customer, through its agent, to provide Customer's individual allocation of agent's pipeline deliveries. In the absence of Customer-specific allocation for a specific day received by PECO Energy prior to the beginning of the gas day, the Customer has no delivered gas supply that day for purposes of effecting a stoppage of unauthorized use.

Customer also acknowledges that a surcharge of \$25.00 per Mcf will apply to the volumes of unauthorized gas consumed, but that in no way implies that gas will be available, nor is it intended as a backup source of gas. Payment of a penalty by the Customer for unauthorized use does not give the Customer any rights to use such gas.

Emergencies and Operational Flow Orders

The Customer understands that provisions of PECO Energy's Gas Tariff and Commission regulations apply to emergency conditions.

Tariff Changes

The Customer acknowledges being advised by PECO Energy that PECO Energy intends to propose changes to its Gas Tariff from time to time and that changes authorized by the Commission will supersede any inconsistent provision herein.

Sales and Use Taxes

The Customer understands that the amounts billed by PECO Energy for transportation service do not include applicable sales or use taxes, or any other taxes that may apply to sale and purchase of transported gas.

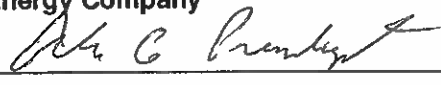
Termination and Adjustment

PECO Energy shall have the right to cancel this service agreement and/or adjust Customer's SSQ to a reasonable level if unauthorized use occurs during the term of this agreement. Moreover, PECO Energy and Customer may mutually agree on changes in SSQ during the term of the Agreement, including reductions in SSQ should Customer requirements change during the term.

Backup Fuel

If the Customer maintains an alternate fuel supply, the Customer hereby agrees to maintain and switch to said alternate fuel supply in the event of a loss of gas deliveries. The Customer agrees to notify PECO Energy if the alternate fuel supply should become unusable.

PECO Energy Company

By: 

Title: Manager

Date: 8/26/10

**Company: Delaware County Regional Water
Quality Control Authority**

By: 

Title: Executive Director

Date: August 5, 2010

Effective Date: _____