
EXHIBIT F71

ADDENDUM TO THE AGREEMENT FOR CONTRACT
OPERATION AND MAINTENANCE OF FACILITIES,
DATED MAY 31, 2019, BY AND AMONG DELCORA AND
CHADDS FORD TOWNSHIP SEWER AUTHORITY

**ADDENDUM TO THE AGREEMENT FOR
CONTRACT OPERATION AND MAINTENANCE
OF FACILITIES**

THIS ADDENDUM, made and entered into this 31st day of May , 2019, by and between the DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY, a municipal authority in the Commonwealth of Pennsylvania, with offices at 100 East Fifth Street, Chester, Pennsylvania 19013 (hereinafter referred to as "OPERATOR") and the CHADDS FORD TOWNSHIP SEWER AUTHORITY, a municipal authority in the Commonwealth of Pennsylvania, with offices at 10 Ring Road, Chadds Ford, PA 19317 (hereinafter referred to as "OWNER").

RECITALS:

a. OWNER and OPERATOR entered into an agreement (hereinafter referred to as "AGREEMENT") on November 24th, 2014 regarding the operation and maintenance of the OWNER'S FACILITIES.

b. OWNER desires OPERATOR to provide responses and services for after-hour emergencies, as well as sewer complaints, relating to the FACILITIES, not covered by or included in the SERVICES currently provided by OPERATOR under the AGREEMENT between the parties dated November 24, 2014 involving the FACILITIES, which are identified in paragraph 5 of Exhibit "A" to the AGREEMENT between the parties dated November 24, 2014 (hereinafter referred to as "EMERGENCY SERVICES").

c. OPERATOR desires to provide such services to OWNER in accordance with the terms and conditions of the AGREEMENT and this ADDENDUM.

d. OWNER and OPERATOR have full legal capacity and authority to enter into this ADDENDUM without the need for additional approval or authorization by any person.

NOW THEREFORE, in recognition of the above recitals, in exchange for the mutual consideration set forth herein, and intending to be legally bound, the

parties agree to enter into an ADDENDUM to the AGREEMENT as follows:

ARTICLE #1 - TERM OF ADDENDUM:

1.1 This ADDENDUM shall become binding when signed by the authorized representatives of both parties hereto. OPERATOR shall commence providing the SERVICES on the date of execution of the ADDENDUM by the parties. This ADDENDUM shall remain in effect until December 31, 2019, unless extended or terminated as provided hereinafter.

1.2 This ADDENDUM shall automatically renew for subsequent one (1) year terms, unless either of the parties gives written notice to the other party at least sixty (60) days prior to the termination date contained herein or, in the event of a renewal term, at least sixty (60) days prior to the last date of the renewal term. Additionally, if the AGREEMENT between the parties is terminated, then the ADDENDUM shall automatically terminate at the same time.

1.3 Either party may terminate this ADDENDUM by providing written notice to the other party at least one hundred eighty (180) days prior to the desired termination date, except as provided in ARTICLE #5.

ARTICLE #2 - COMPENSATION AND PAYMENT:

2.1 In consideration of EMERGENCY SERVICES to be provided by OPERATOR as set forth herein, OWNER shall pay OPERATOR the compensation set forth in Exhibit C, attached hereto and made a part hereof, in accordance with the payment provisions set forth in Exhibit C.

2.2 OPERATOR will invoice OWNER for the EMERGENCY SERVICES in accordance with the payment provisions of Exhibit C. Invoices shall be paid by OWNER within thirty (30) days of the date the invoice is submitted to OWNER. No payment to OPERATOR shall be withheld by OWNER for any reason while OPERATOR is providing EMERGENCY SERVICES.

2.3 Interest at the rate of one-half percent (0.5%) per month shall accrue and be paid by OWNER on any amounts not paid in accordance with the

payment provisions of this ADDENDUM. OPERATOR's right to interest on any unpaid amounts shall be in addition to any other rights OPERATOR has under this ADDENDUM or at law.

ARTICLE #3 - OWNERSHIP OF FACILITIES:

3.1 Notwithstanding anything contained in this ADDENDUM, OWNER shall be and remain the owner of the FACILITIES and any capital additions made thereto and paid for by OWNER.

ARTICLE #4 - INDEMNIFICATION AND INSURANCE:

4.1 OPERATOR agrees to indemnify, defend and hold OWNER and its elected and appointed officials, contractors, employees, directors and agents harmless from and against liability for claims or damages from personal injury, including death, or property damage to the extent caused by the negligence, recklessness and/or intentional act(s) and/or omission(s) or other fault of OPERATOR, its employees, subcontractors and/or agents in connection with the performance of the EMERGENCY SERVICES hereunder. OWNER agrees to indemnify, defend and hold OPERATOR and its officers, employees, subcontractors, directors, and agents harmless from and against liability damages from personal injury, including death, or property damage to the extent caused by the negligence, recklessness and/or intentional act(s) and/or omission(s) or other fault of OWNER, its officials, contractors, employees and/or agents. In the event that both OPERATOR and OWNER are finally determined to have jointly and/or severally caused any liability for claims or damages as aforesaid, such liability and damages shall be apportioned between the parties and any damages shall be paid by OWNER and OPERATOR in accordance with their pro-rata percentage of fault.

4.2 OPERATOR warrants that it will exert the degree of care and skill in the performance of the EMERGENCY SERVICES ordinarily exercised, under similar circumstances, by similar professionals at the time such EMERGENCY SERVICES are rendered. THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF

FITNESS FOR PARTICULAR PURPOSE, IF APPLICABLE.

4.3 OWNER will obtain and maintain adequate property insurance, naming the OPERATOR as an additional insured, on the FACILITIES and any other insurance coverage required under any financing agreement or regulatory requirements with respect to the FACILITIES and operation thereof. OWNER will provide OPERATOR with a certificate of insurance evidencing such coverage upon OPERATOR's request. OWNER will provide OPERATOR thirty (30) days advance written notification of any change in insurance coverage and/or provider.

4.4 OPERATOR shall maintain the following types and amounts of insurance during the term of this ADDENDUM. The OWNER shall be named as an additional insured in the applicable liability insurance policies for claims arising out of OPERATOR's negligence and/or recklessness:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Worker's Compensation	Statutory in all states where services are rendered
Employer's Liability	\$100,000
Commercial General Liability	\$1,000,000 each occurrence and annual aggregate, combined single limit
Automobile Liability, Bodily Injury, and Property Damage	\$2,000,000 any one accident or loss
Pollution Legal Liability	\$1,000,000 per claim and \$2,000,000 aggregate

OPERATOR will provide OWNER with a certificate of insurance on an annual basis evidencing the required coverage. OPERATOR will provide OWNER thirty (30) days advance written notification of any change in insurance coverage and/or provider.

4.5 The insurance obligations of both parties shall become effective upon execution of this ADDENDUM.

ARTICLE #5 - TERMINATION:

5.1 The failure of either party to comply with any material term(s) of this ADDENDUM shall constitute a default. Upon default by one party, the other party may send a Notice of Termination, in accordance with ARTICLE #14 of the ADDENDUM. Such notice shall clearly specify the nature of the default and provide the defaulting party with ninety (90) days to cure the default. If the default is capable of being cured within ninety (90) days but is not cured within ninety (90) days, this ADDENDUM shall terminate at midnight of the ninetieth day following receipt of the Notice. In the case of a default that cannot reasonably be cured within ninety (90) days, this ADDENDUM shall continue for a reasonable period of time beyond the ninetieth day if, and so long as, the defaulting party has commenced and is diligently pursuing a cure. Evidence of such cure shall be provided from the party determined to be in default to the satisfaction of the other party.

5.2 In the event of termination of this ADDENDUM under the above paragraph, OWNER shall pay OPERATOR for the EMERGENCY SERVICES provided and invoiced by OPERATOR up to the effective date of termination.

ARTICLE #6 - EMERGENCY SERVICE DELAYS:

Neither OWNER nor OPERATOR shall be liable for any loss or damage, failure or delay in rendering any EMERGENCY SERVICE or performing any obligation required under this ADDENDUM resulting from a strike, work stoppage, or slowdown on the part of OWNER's employees and from any cause beyond the reasonable control of OWNER or OPERATOR including, but not limited to: acts of God; acts or omissions of civil or military authority; acts or

omissions of contractors or suppliers; fires; floods; epidemics; quarantine restrictions; severe weather; strikes; embargoes; wars; political strife; riots; delays in transportation; or fuel, power, materials, or labor shortages.

ARTICLE #7 - REPRESENTATIVES:

Each party hereto will designate a person to serve as that party's Authorized Representative. All requests for changes to this ADDENDUM shall be transmitted between the Authorized Representatives of the parties. The initially-designated Authorized Representatives for the parties shall be:

For OWNER:

Chadds Ford Township Sewer Authority
10 Ring Road
Chadds Ford, PA 19317
Attn: Chairman

For OPERATOR:

Delaware County Regional Water Quality Control Authority
100 E. 5th Street
Chester, PA 19013
Attn: Executive Director

Either party may change its Authorized Representative at any time by written notice to the other party.

ARTICLE #8 - INDEPENDENT CONTRACTOR:

The parties agree and acknowledge that OPERATOR is and shall act as an independent contractor in performing under this ADDENDUM, not as an Employee of OWNER. OPERATOR shall not be an agent of OWNER, and nothing in this ADDENDUM shall be construed as creating a partnership, joint venture or similar relationship of any kind between OWNER and OPERATOR. OPERATOR shall be responsible for payment, including any withholding, of any

and all taxes payable by OPERATOR and, as applicable, any person employed by OPERATOR, with respect to monies paid to OPERATOR by OWNER in consideration for EMERGENCY SERVICES performed hereunder.

ARTICLE #9 - RECORDS:

OPERATOR shall maintain a record of the tasks performed for the FACILITIES in accordance with the EMERGENCY SERVICES described herein. These records shall be provided to the OWNER monthly. OWNER shall be the custodian of these records. OPERATOR shall make these records available for inspection at all reasonable times during normal daylight office hours and upon twenty-four (24) hours advanced notice to OPERATOR.

ARTICLE #10 - CHANGES:

10.1 This ADDENDUM may only be modified by way of a written document executed by both parties.

10.2 In the event that any changes in the scope of operations of the FACILITIES shall occur, including but not limited to any addition to or change in the FACILITIES, a change in applicable governmental regulations, permit requirements, reporting requirements, changes in influent or effluent volume or characteristics, or changes to conditions affecting the FACILITIES or the EMERGENCY SERVICES that impact on the cost or liability of providing the EMERGENCY SERVICES hereunder, OPERATOR will make a written request to OWNER for a modification to the Compensation due OPERATOR or to other provisions of this ADDENDUM. Such request shall specify the change required, the reasons therefore, and the effective date thereof. OWNER shall review such request within sixty (60) days after receipt thereof and either approve or disapprove such request by written notice to OPERATOR within such sixty-day period. Such additional compensation shall be retroactive to the effective date specified in the request to the OWNER.

10.3 Any change properly justified and requested by OPERATOR which is necessary to meet the terms and conditions of this ADDENDUM including, but not limited to, permit requirements, and submitted in accordance with the terms

and conditions of this ADDENDUM that may be disapproved by OWNER within such sixty-day period, may, at the discretion of OPERATOR, result in the termination of this ADDENDUM by OPERATOR in accordance with the termination provisions of this ADDENDUM.

ARTICLE #11 - WAIVER:

The failure of either party to enforce, at any time, any provision of this ADDENDUM shall not constitute a waiver of such provision in any way or the right of OWNER or OPERATOR at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.

ARTICLE #12 - ASSIGNMENT:

Neither party shall assign its rights, interests, or obligations under this ADDENDUM without the expressed written consent of the other party. Any assignment made without such written consent shall be void; however, such consent shall not be unreasonably withheld. Notwithstanding the aforesaid, OWNER may make final determination on assignment by OPERATOR.

ARTICLE #13 - APPLICABLE LAW/VENUE:

This ADDENDUM shall be subject to and construed in accordance with the laws of the Commonwealth of Pennsylvania. OPERATOR and OWNER agree to comply with all applicable laws and regulations related to the FACILITIES and the operations thereof. The parties consent to the exclusive jurisdiction of the Court of Common Pleas of Delaware County, Pennsylvania for the resolution of any dispute arising hereunder or in any way related hereto, and any lawsuit or other legal proceeding to resolve any such dispute may only be initiated in that Court.

ARTICLE #14 - NOTICES:

14.1 Any written notices required to be given hereunder shall be delivered by hand, or sent by overnight courier or registered U.S. Mail, return

receipt requested, and addressed to the receiving party as follows:

To OWNER:

Chadds Ford Township Sewer Authority
10 Ring Road
Chadds Ford, PA 19317
Attn: Chairman & Manager

To TOWNSHIP:

Chadds Ford Township
10 Ring Road
Chadds Ford, PA 19317

Attn: Manager

To OPERATOR:

Delaware County Regional Water Quality Control Authority
100 E. 5th Street
Chester, PA 19013
Attn: Executive Director

14.2 All notices shall be deemed made when actually delivered to the receiving party.

ARTICLE #15 - ENTIRE ADDENDUM:

This ADDENDUM shall constitute the understanding between the parties and supersedes all prior and contemporaneous negotiations, representations and agreements, whether written or oral, with respect to the subject matter herein.

EXHIBIT A - SCOPE OF EMERGENCY SERVICES

OPERATOR will provide the following basic EMERGENCY SERVICES:

- 1.1 OPERATOR shall provide two (2) Collection System Operators, who shall be responsible for providing responses and services for OWNER'S after-hour emergencies, as well as sewer complaints, associated with the FACILITIES. If the emergency reasonably and necessarily requires additional qualified personnel, then such qualified personnel shall be provided by OPERATOR.
- 1.2 OPERATOR shall provide a 24-7 manned telephone number to the OWNER for after-hours calls.
- 1.3 OPERATOR shall respond to said calls within one hour of receipt.
- 1.4 OPERATOR shall contact OWNER'S designated representative to report any findings related to an after-hour call and provide information as to the necessary action or activity as determined by the OPERATOR. Thereafter, OPERATOR shall contact OWNER'S designated representative to report the completion of work and any other relevant information related to the call.

In accordance with the above, OPERATOR agrees to provide the EMERGENCY SERVICES for the FACILITIES identified in paragraph 5 of Exhibit "A" to the AGREEMENT between the parties dated November 24, 2014.

EXHIBIT B - OWNER'S RESPONSIBILITIES

1. OWNER shall provide all available mapping of the FACILITIES to OPERATOR.
2. OWNER shall provide a 24-7 telephone number for OWNER's designated representative.

EXHIBIT C - COMPENSATION

1. FEES

- a) The OWNER shall pay OPERATOR the direct cost to the OPERATOR for any EMERGENCY SERVICES provided under this ADDENDUM. Costs will be billed based on the hours provided and the rate of the staff providing the EMERGENCY SERVICES..
- b) Collection System Operator – \$63.28 per hour with a (4) hour minimum charge.
- c) Any additional services will be charged as set forth in the AGREEMENT between the parties dated November, 24, 2014.

2. ADJUSTMENTS TO FEES

a) Starting on January 1, 2020 and continuing until the then current Collective Bargaining Agreement expires, the fees associated with this ADDENDUM shall increase per the labor rates listed in the Collective Bargaining Agreement between OPERATOR and Teamsters Local 115, a copy of which will be provided by OPERATOR to OWNER following its execution, as well as any amendments, if any, thereto.

3. ADMINISTRATIVE FEE

a) OPERATOR shall be entitled to an additional fee of ten percent (10%) of the actual cost of any services, equipment, or material procured by OPERATOR on behalf of OWNER that are reasonable and necessary and which are in addition to those provided by OPERATOR in the performance of its duties and obligations pursuant to this ADDENDUM.

IN WITNESS WHEREOF, the parties hereto have signed this ADDENDUM as of the date set forth above.

CHADDS FORD TOWNSHIP SEWER AUTHORITY

By: Valerie Hutter
Witness

By: Mark Stookey
Chairman

Valerie Hutter
(Print Name)

Mark Stookey
(Print Name)

DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY

By: Christopher L. Lenton
Witness

By: Robert J. Willert
Executive Director

Christopher L. Lenton
(Print Name) Chief Operating Officer

Robert J. Willert
(Print Name)