
EXHIBIT F74

AGREEMENT, DATED FEBRUARY 23, 2006,
BY AND AMONG CONOCOPHILLIPS AND DELCORA

AGREEMENT BETWEEN DELCORA AND CONOCOPHILLIPS COMPANY

This Agreement is made the 23 day of February 2006 by and between the Delaware County Regional Water Quality Control Authority, a Pennsylvania municipal authority doing business at 100 East Fifth Street, Chester, Pennsylvania ("DELCORA" or the "Authority") and ConocoPhillips Company, a Delaware corporation doing business at 4101 Post Road Trainer, PA 19061 ("ConocoPhillips or "Developer").

WHEREAS, ConocoPhillips currently operates an oil refinery at the above referenced location;

WHEREAS, as part of that operation, ConocoPhillips generates wastewater that it wishes to transport to DELCORA's force main for conveyance to and treatment at DELCORA's Western Regional Treatment Plant;

WHEREAS, ConocoPhillips desires to connect to DELCORA's force main, but desires to maintain ownership of all sewer lines up to the point of connection (the point of connection and the act of connecting being hereinafter referred to as the "Improvements");

WHEREAS, plans for the Improvements are attached hereto as Exhibit A and incorporated herein;

WHEREAS, the parties recognize that tapping the force main is a very complicated procedure and must be undertaken by a skilled contractor and in accordance with any instructions set forth by DELCORA; and

WHEREAS the parties desire that DELCORA be adequately protected for any and all risks to it associated with the above.

NOW, THEREFORE, in recognition of the above recitals, the parties hereby agree as follows.

1. Conditional Right to Connect. (a) Subject to compliance with all of the conditions of this Agreement, the laws of the United States of America and the Commonwealth of Pennsylvania, and the terms of all ordinances and resolutions of the County of Delaware, the City of Chester and the Authority, the Authority conditionally grants to Developer the right to make the Improvements.

(b) The increased designed sewage flow generated as a result of the Improvements as proposed by Developer is not to exceed 200,000 gallons per day.

(c) This Agreement is expressly conditioned upon Developer's continued compliance with the terms hereof and upon the lawful issuance and continued existence of all requisite D.E.P. and E.P.A. Permits, including, without limiting the generality of the foregoing, a Water Quality Management Permit, whereupon Sewer Construction Permits for the sewer lines, if needed, shall be issued by Authority to Developer upon proper application therefore in the usual manner of Authority.

3. Tapping Oversight. DELCORA shall have the following rights regarding oversight of Developer tapping into DELCORA's force main:

(a) Both parties agree to use PRO TAPPING, INC as the contractor for tapping into DELCORA's force main. ProTapping Inc. does business at Pro Tapping, Inc. 8, West Lake Avenue, Medford, NJ 08055.

(b) Developer shall not begin any work relating to its tapping into DELCORA's force main unless and until DELCORA approves the plan for the connection. DELCORA shall have fourteen (14) days from the date it receives the Plan and requested information to approve or deny the Plan.

(c) DELCORA may hire a third party construction manager to oversee Developer's work in tapping into DELCORA's force main. This manager shall be paid by ConocoPhillips per paragraph 10.

4. Construction. (a) Developer, at its sole cost and expense, shall construct the Improvements, including tapping into and connecting to DELCORA's force main in accordance with the plans attached hereto as Exhibit "A" and to the reasonable satisfaction of DELCORA. The Authority's engineers have reviewed and approved Developer's plans on the conditions that (1) Developer shall comply with all terms and conditions set forth in the Engineer's Final Plan Approval Letter if any, which when issued shall be incorporated in and become a part of this Agreement; (2) all rules and regulations of the Authority and its specifications applicable to the Improvements, including those that may be adopted after and following the date of this Agreement, shall be followed and complied with by Developer; and (3) this Agreement shall be executed and shall remain fully effective.

(b) All work and construction done or to be done on or to the Improvements shall be in accordance with sound engineering practice, comply with all rules, regulations and specifications of Authority in effect at the time the work is done, and shall be open to inspection by Authority personnel, representatives of the Engineer of the Authority, and any other persons the Authority may, from time to time, determine to be appropriate upon further notice to Developer. During the course of construction, all materials, work, workmanship, and compliance with the approved plans and specifications shall be subject to inspection and the reasonable approval of the Authority's designated engineer or other persons the Authority shall, in its sole discretion, select. All inspection and testing by or on behalf of the Authority shall be performed at Developer's expense. Testing shall be as the Authority's engineer or other representative(s) shall reasonably require and direct. Developer and all contractors of Developer shall, in addition to all other requirements, attend, when properly scheduled, a pre-construction meeting at the Authority.

(c) Any amendment to Exhibit "A" hereof will require the approval of Developer and the Board of Directors of the Authority, except that the Authority's Director of Engineering may, without Board approval, authorize Developer to change construction details which do not alter a standard required by the Authority. Any such authorization must be in writing.

(d) Prior to beginning construction, the Developer shall submit certifications from manufacturers of the material to be used in the Improvements certifying that the manholes, pipe and other materials to be used by the Developer meet or exceed all Authority specifications.

(e) Inspection of all work performed on the Improvements will be done by the Authority's designated inspector within 48 hours after Developer notifies Authority that a section of work is ready for inspection at times of Authority's choosing. No trench or excavation shall be backfilled and no pipe covered prior to such inspection. Prior to commencement of work by the Developer, the Authority will supply the names, address and telephone (daytime) number of at least one (1) representative to contact for inspection or if no contact is supplied, the contact shall be the Director of Engineering of the Authority.

(f) The Developer agrees that it will abide by all on-site requirements issued by the Authority, its engineers, or the inspector. Developer agrees that it will pay all charges and fees of the engineers or Authority's inspector then in effect between the inspector(s) and the Authority and the charges of the Authority's personnel.

(g) Within thirty (30) days after Developer notifies the Authority in writing that the Improvements have been completed and are ready for final inspection, the Authority's inspector shall witness a test of the Improvements to be performed by the Developer's contractor, which (who) will also perform such other tests as the Authority's inspector shall reasonably direct. All costs incurred in performing the inspecting and testing will be the responsibility of the Developer. The Developer agrees that all defects, problems, damages, or items of poor workmanship that may be found as a result of any inspection, field testing, laboratory testing, or by another manner or means, shall be promptly repaired, replaced, or otherwise properly corrected by the Developer in a workmanlike manner under the direction and inspection of the Authority's representative.

5. Costs of Construction. Authority shall have no responsibility or liability for payment of any part of the cost or expenses arising out of or relating to said construction or the labor, materials and equipment used herein or thereon, and/or for injury or damage to any person or premises occurring upon or associated with the construction of the Improvements, except to the extent the same was caused by or contributed to by the negligence or willful misconduct of the Authority, its engineers, solicitors, employees, inspectors, representatives or agents. Developer represents that it has received a copy of the rates, rules and regulations and the Standard Specifications of DELCORA applicable on the date of this Agreement set forth on page one (1) hereof and agrees to be bound by the terms and provisions thereof, in addition to the Sewage Manuals of the Pennsylvania Department of Environmental Protection, Bureau of Water Quality Management. Authority agrees to promptly supply to Developer, at the rate or cost imposed for all customers, copies of any specifications, which have been amended or revised following and after the date of this Agreement.

6. Indemnity. Except to the extent caused by or contributed to by the negligence or willful misconduct of the Authority, its engineers, solicitors, employees, inspectors, representatives or agents, Developer agrees to defend, indemnify and save harmless the Authority, its Board Members, Officers, Engineer, Solicitor, and employees, or any of them, against any and all claims, demands, actual losses, costs (including, but not limited to professional and expert witness fees or charges and costs of transcripts and attendance fees in deposition), or damages, including reasonable attorneys fees incurred by the Authority for or on account of:

(a) any injury to any person or property occurring in, on, or in any way relating to the performance of the work described in this Agreement; and

(b) any suit, threat of suit, or any other legal or administrative action, relating in any way to or concerning the Improvements.

7. Fees and Expenses. Developer agrees to, within fifteen (15) days of receipt of a bill from the Authority and adequate documentation supporting the charges set forth in the bill, pay bills by or on behalf of Authority covering the reasonable fees of the Authority's inspectors, engineer and solicitor, and any special counsel fees, in performing any services in connection with or regard to the Improvements as may be required or reasonably requested by the Authority including, without limiting the generality of the foregoing, preparation of legal documents required by or arising under this Agreement (specifically including this Agreement), and including any engineering, inspection (including, but not limited to, TV inspection, as may be reasonably required by Authority) and review work either by the Authority's Engineer or any other employees of the Authority during the course of construction and maintenance period involving the construction and installation of the Improvements. Authority agrees to maintain a true and correct set of records pertaining to all activities relating to its billing of Developer under this Agreement and to permit any representative or representatives authorized by Developer to audit any and all such records at any reasonable time or times during the term of this Agreement and during the two (2) year period after final payment of any bills hereunder.

8. Liability/Insurance. (a) Except to the extent caused by or contributed to by the negligence or willful misconduct of the Authority, its engineers, solicitors, employees, inspectors, representatives or agents, Developer shall be solely responsible for all claims, threats, and demands for and all actual losses and all damages, all injury to persons, property or premises which may arise during the course of construction and at all times that Developer shall have personnel or material present at any construction site.

(b) Between Developer and DELCORA, and except to the extent caused by or contributed to by the negligence or willful misconduct of the Authority, its engineers, solicitors, employees, inspectors, representatives or agents, Developer shall be solely responsible for all claims, threats and demands for and all actual losses and all damages, all injury to persons, property or premises in any way related to the Improvements, the construction, maintenance, improvement, replacement or removal thereof, or any other action taken thereupon or in connection therewith.

(c) Authority is not the general or other contractor with respect to the Improvements and, except to the extent caused by or contributed to by the negligence or willful misconduct of the Authority, its engineers, solicitors, employees, inspectors, representatives or agents, shall not be responsible for any loss or damage whether to person or to property in any way connected therewith. Authority shall be and is hereby indemnified and shall always be kept harmless by Developer for all claims or demands from or arising out of the work and construction planned by Developer for the construction of the Improvements, or in any other way related to the Improvements, the construction, maintenance, improvement, replacement or removal thereof, or any other action taken thereupon or in connection therewith, except to the extent caused by or contributed to by the negligence or willful misconduct of the Authority, its engineers, solicitors, employees, inspectors, representatives or agents,.

(d) Prior to the initiation of any construction or, if any construction has begun, upon the execution of this Agreement, Developer shall deliver or cause to be delivered to the Solicitor of Authority ("Solicitor") insurance certificates in form satisfactory to the Solicitor, indicating insurance coverage in form(s) and amount(s) as set forth in the Standard Specifications of the Authority naming the Authority as an additional insured. Notwithstanding anything to the contrary above, Developer shall have the right to self-insure its obligations under this Agreement and shall provide the Solicitor with a letter of self-insurance.

9. Reservation of Rights. Authority reserves the right to cancel and revoke any right, conditional or otherwise, to connect to the Authority's lines and/or plant, granted herein or otherwise, upon written notice to Developer, for any of the following reasons or causes:

(a) in the event EPA, DEP or any other regulatory agency imposes a ban or other limiting order on it pertaining to the Authority's lines and/or plant;

(b) in the event Developer:

fails to complete the Improvements to the reasonable satisfaction of the Authority.

(c) in the event Developer seeks to overturn or hold invalid any of the specific charges specified in Paragraph 10.

Any implication to the contrary in the foregoing notwithstanding, Developer's right to connect, and to maintain its connection, shall be subject to compliance with all applicable laws and regulations, and to the terms of all permits it receives from Authority.

10. **Connection and Other Fees.** Developer shall pay the following fees associated with this Agreement: the DELCORA connection fee of \$130, DELCORA's current consultant's charges of \$310, and all other inspection, engineering and attorney charges associated with this drafting and implementing this Agreement, such total charges not to exceed \$7,500.

11. **Miscellaneous.**

A. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and Agreement of the parties and may not be explained, modified, added to or subtracted from by parol evidence. This Agreement constitutes the entire agreement between the parties, and there are no agreements, understandings, restrictions, warranties, or representations between the parties other than those set forth or provided for in this Agreement.

B. NOT ASSIGNABLE NOR DELEGABLE. This Agreement and all rights, duties or obligations herein is not assignable nor delegable by Developer but freely assignable and delegable by Authority. Notwithstanding anything to the contrary above, Developer shall have the right to assign this Agreement to any entity that purchases all, or substantially all, of the assets of Developer's oil refinery affected by this Agreement.

C. CHOICE OF LAW AND SUITS. This Agreement is made and shall be construed according to the laws of the Commonwealth of Pennsylvania and its situs shall be Delaware County, Pennsylvania. The parties agree that any suit hereunder or in any way related hereto may only be brought in the Delaware County Court of Common Pleas.

D. ASSISTANCE OF COUNSEL AND ACCOUNTANTS. Both parties acknowledge that they have had the advice and instruction of their respective attorney(s) and accountant(s).

E. BINDING ON SUCCESSORS AND ASSIGNS. This Agreement is binding upon and shall inure to the benefit of the respective heirs, personal representatives, successors and assigns of each party.

F. HEADINGS. The headings on each paragraph of this Agreement, if any, are part of this Agreement.

G. INTENT TO BE LEGALLY BOUND. The parties hereto intend to be legally bound to the terms hereof under and pursuant to the Pennsylvania Written Obligations Act of 1927, P.L. 985, No. 475; 33 PaCSA § 6, or any successor statute or law as same may be or have been revised and amended. It is intended that if any provision of this Agreement is unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties. In any event, all other provisions of this Agreement shall be deemed valid, binding, and still enforceable.

H. AMENDMENT AND WAIVER. This Agreement may be amended or modified at any time and in all respects, and any provisions may be waived, by an instrument in writing executed by Authority and Developer, or in case of a waiver by the waiving party.

J. NOTICES. Any notices, communication, request, reply, or advice ("notice") required or permitted to be given, made, or accepted by either party to the other under this Agreement must be in writing and may be given or be served by depositing it in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested or by delivering it in person to the party or by recognized overnight delivery service. Notice deposited in the mail in the manner described in this paragraph shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall, until changed as provided in this Agreement, be as follows:

Developer: Ken Kerntke
ConocoPhillips Company
Trainer Refinery
4101 Post Road
Trainer, PA 19061

Authority: Delaware County Regional Water
Quality Control Authority
100 East Fifth Street
Post Office Box 999
Chester, PA 19016-9999

With copy to: Paul D. McNichol, Esquire
Blank Rome LLP
Rosetree Corporate Center, Building #1
1400 North Providence Road, Suite 301
Post Office Box 1210
Media, PA 19063

K. COUNTERPART EXECUTION. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

L. COMPLIANCE WITH LAWS. The parties shall comply with all applicable State and Federal and Local laws and regulations.

M. ONLY APPROVED DISCHARGES. Only sanitary sewage as is permitted by the Authority's rules and regulations, and by the application of the Resolution(s) and Ordinance(s) of the City of Chester shall be discharged into the sewer system of the Authority. No storm water, sump pump, or ground water drainage shall be connected to any sewer line that is connected to the Authority's system. No rain water leader, roof drainage, area or yard drainage, cellar, surface or water from fire hydrants, ground water, or water from underground drainage fields shall be permitted to drain into or be permitted into the sanitary sewer system. No water from any swimming pool on the Developer's premises shall be discharged into the sanitary sewer system.

N. AUTHORITY. Each signatory hereto warrants that he has any and all requisite authority to execute this Agreement and bind the party on behalf of whom he is signing.

[EXECUTION TO FOLLOW]

IN WITNESS WHEREOF, the parties set their hands this 23 day of February
2006.

Attest: [Signature]
Name: MILIND BHATTE
Title: ENVIRONMENTAL LEAD

Attest: [Signature]
Name: ROBERT A. POWELL
Title: BUS. DEV. MGR.

ConocoPhillips Company

By: [Signature]
Name: Christopher G. Denis
Title: Refinery Manager

DELCORA
By: [Signature]
Name: JOSEPH L SALVUCCI
Title: EXECUTIVE DIRECTOR

