
EXHIBIT F80

AMENDMENT TO SERVICE AND SALE AGREEMENT,
DATED MARCH 4, 1991, BY AND AMONG
BOROUGH OF EDDYSTONE AND DELCORA

AMENDMENT TO SERVICE AND SALE AGREEMENT

This Agreement ("Amendment") dated as of the 4th day of March, 1991, between the BOROUGH OF EDDYSTONE ("Municipality") and the DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY ("DELCORA") is intended to amend a certain Service and Sale Agreement ("Agreement") entered into between the parties hereto as of the 21st day of June, 1988 and first amended on the 18th day of December, 1990.

RECITALS

WHEREAS, the Agreement contemplated that before Municipality can convey wastewaters from its tributary system to the DELCORA Wastewater Management ("DELCORA System"), Municipality will construct and convey a pump station, metering station and a force main ("By-Pass System") to DELCORA: and,

WHEREAS, Municipality before completion of the By-Pass System now wishes to convey wastewater from its tributary system, to the DELCORA System by use of a temporary diversion system; and

WHEREAS, DELCORA must develop and implement a pretreatment program pursuant to the conditions in its NPDES permit, the Clean Water Act, 33 U.S.C. §1251 et seq. and the pretreatment regulations promulgated thereunder by the United States Environmental Protection Agency ("EPA") codified at 40 C.F.R. §401 et seq., and pursuant to other applicable federal, state and local laws and regulations; and

WHEREAS, DELCORA must upgrade and revise its pretreatment program from time to time; and,

WHEREAS, Municipality acknowledges its obligations as an intermediate conveyor of wastewater to the DELCORA Wastewater Management System and recognizes its wastewater control obligations under DELCORA's Standards, Rules and Regulations of 1984, Resolution 84-3 as amended by Resolution 89-5, the EPA Pretreatment Regulations, 40 C.F.R. §401 et seq. and any other applicable federal, state and local regulations, as they may be amended from time to time in the future; and

WHEREAS, all terms and conditions of the Agreement shall remain in full force and effect as modified by this Amendment.

NOW THEREFORE, with the foregoing recitals made a part hereof, the parties hereto, intending to be legally bound hereby agree as follows:

1. ARTICLE II of the Agreement is hereby amended as follows:

ARTICLE II

DELIVERY AND ACCEPTANCE OF WASTEWATER

2.01 Point of Connection; Metering Station - The wastewater covered by this Agreement will be delivered by Municipality to DELCORA at a point of connection shown on Exhibit "A". A metering station will be constructed as part of the Eddystone By-Pass System which will measure and record all flows from Municipality to DELCORA.

2.02 Acceptance of Wastewater - DELCORA agrees to accept those discharges which are in compliance with the DELCORA Standards, Rules and Regulations from the Eddystone tributary and conveyance facilities in an amount not to exceed 2,000,000 million gallons per day.

2.03 Additional Capacity - DELCORA agrees to provide at all times during the term of the Agreement, after the date when Municipality commences delivering wastewater pursuant to Section 2.01 above, sufficient conveyance and treatment capacity for the amount of wastewater emanating from Municipality as provided by Section 2.02 and the entire Western Delaware County Service Area. If, at any time in the opinion of DELCORA or as validly determined by an governmental agency having regulatory powers over wastewater treatment, such capacity will become inadequate at a time less than ten years thereafter to convey or treat the total flows of wastewater emanating from the entire Western Delaware County Service Area, DELCORA shall design, plan and construct or otherwise provide such additional conveyance and treatment facilities as in its opinion or as required by said governmental agencies are necessary to provide sufficient capacity. No capital contributions will be required from Municipality in connection with any of the above mentioned construction without an appropriate supplement hereto executed by Municipality, but no supplement or other agreement shall be required prior to any adjustment of rates to recover thereby the cost of such construction, subject to Section 3.01 hereof.

2. ARTICLE V of the Agreement is hereby amended as follows:

ARTICLE V

WASTEWATER QUALITY RESTRICTIONS

5.01 Uniform Standards - DELCORA has adopted uniform wastewater quality standards known as the "DELCORA Standards, Rules and Regulations of 1984", Resolution 84-3 as amended by Resolution 89-5, which comply with the requirements of Federal, State and Local regulatory authorities. Municipality will refrain from discharging or permitting the discharge of wastewater from the Municipality's facilities into DELCORA's System that would violate any of such standards as they now exist or as they may be modified from time to time.

5.02 Compelling Compliance by Users; Penalties; Enforcement

a. Municipality shall adopt an ordinance or suitable regulation which, at a minimum, offers equivalency with DELCORA's Standards, Rules and Regulations of 1984, Resolution 84-3, as amended by Resolution 89-5, prior to the acceptance of any discharge by DELCORA. Further, Municipality agrees to adopt an ordinance or suitable regulations which, at a minimum, offers equivalency with any amendment to, revisions of or substitution of DELCORA's Standards, Rules and Regulations as embodied in Resolution 84-3, as amended by Resolution 89-5, within 60 days of the passage of said amendment, revision or substitute resolution.

b. Municipality shall adopt an ordinance setting criminal and civil penalties for violations of DELCORA's Standards, Rules and Regulations which shall be applicable to all discharges into the Eddystone tributary and conveyance facilities and which are at least as high as the minimum penalties established by EPA's Pretreatment Regulations.

c. Municipality shall cooperate with DELCORA in enforcing the DELCORA Standards, Rules and Regulations and shall delegate its enforcement authority to DELCORA to the extent allowed by law.

5.03 Permits for Industrial Connections - Municipality expressly acknowledges that any and all industrial users discharging to the Eddystone tributary and conveyance facilities must have a permit issued by DELCORA prior to the acceptance by DELCORA of the discharge from the industrial user. Municipality shall identify each industrial user now discharging or hereafter desiring to discharge industrial waste into Municipality's collection system and shall require each such industrial user to apply to and receiving from DELCORA a permit complying with DELCORA's Standards, Rules and Regulations of 1984, as hereafter supplemented or amended and Municipality will prohibit any such discharge by any industrial user which has not received such a permit from DELCORA.

3. The Agreement is hereby amended as follows:

ARTICLE X

OPERATION OF TEMPORARY DIVERSION SYSTEM

10.01 Delivery and Acceptance of Wastewater - Prior to completion and conveyance of the By-Pass System, Municipality shall be allowed to deliver wastewater from its tributary system to the DELCORA System by use of a temporary diversion system which shall be installed and operated by the Municipality at Municipality's expense. Should this temporary use result in any additional administrative or operating cost to DELCORA, then Municipality shall also pay those in addition to other costs to be charged pursuant to Section 3.01.

10.02 Period of Use - The Municipality may use the temporary diversion system as of the 5th day of March, 1991 and ending the first day of November, 1991 or when the Municipality completes construction of its pump house, whichever is earlier. Should the pump station not be completed by November 1, 1991, Municipality must stop operating the temporary diversion system and disconnect from the DELCORA system unless DELCORA is provided with written approval of such an extension by DER.

10.03 Installation of Flow Measuring Device - Before conveying wastewater through the temporary diversion system, Municipality shall install a flow measuring and recording device with a totalizer. Municipality must have the device calibrated and certified as being accurate upon installation and provide DELCORA with a copy of the calibration certification before commencement of the use of the temporary diversion system.

10.04 Applicability of the Agreement to Use of the Temporary Diversion System - During Municipality's use of the

temporary diversion system, all terms and provisions of this Agreement shall be in full force and effect the same as if Municipality had completed and conveyed the By-Pass System pursuant to Article I. DELCORA shall not accept any such wastewater discharge from Municipality until Municipality and Municipality's industrial users have complied with the provisions set forth in Article V.

10.06 Indemnification - Municipality agrees to indemnify, defend and save harmless DELCORA from any costs, claims, losses, damages and legal actions of any nature arising from or in connection with the design and construction of the Eddystone By-Pass System temporary diversion system installation. Municipality will require extended bonding and warranties satisfactory to DELCORA from all parties taking part in the design installation and/or construction operation process. In addition, Municipality shall name DELCORA as an additional insured on its general liability insurance policy and shall furnish DELCORA with a certificate of insurance in the amount of no less than \$500,000 prior to the commencement of the use of the temporary diversion system.

10.07 Waiver of Immunity - Municipality expressly acknowledges that should its discharge be in noncompliance with the DELCORA Standards, Rules and Regulations, the EPA Pretreatment Regulations or any other applicable federal, state or local laws and regulations, the Municipality waives any defense it may have against an enforcement action by DELCORA

which stems solely from its status as a governmental entity.

10.08 Emergency Notification - Municipality shall immediately notify DELCORA in the event of any occurrence which results in any malfunction of the temporary By-Pass System. Notification should be provided by phone to DELCORA at (215)485-1925.

10.09 Repealer - The provisions of Article X shall expire with the conveyance by the Municipality of the By-Pass System to DELCORA ~~on or before~~ November 1, 1991, whichever is earlier.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written by the respective duly authorized officers and their respective seals to be hereunto affixed.

DELAWARE COUNTY REGIONAL WATER
QUALITY CONTROL AUTHORITY

Seal

BY: Joseph L. Salvucci
Joseph L. Salvucci, Chairman

Attest: David Gorbey
David Gorbey, Secretary

BOROUGH OF EDDYSTONE

Seal

BY: Thomas A. C...
President of Council

Attest: Mary J. Howat
Borough Secretary

Approved by:

William Armstrong
Mayor