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EXHIBIT F84

AGREEMENT, DATED APRIL 12, 1977, BY AND AMONG  
TOWNSHIP OF LOWER CHICHESTER AND DELCORA

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EXECUTED IN 5 COUNTERPARTS

COUNTERPART NO. 3

SERVICE AGREEMENT  
Between  
Delaware County Regional Water Quality  
Control Authority  
And The  
Township of Lower Chichester

S E R V I C E   A G R E E M E N T

THIS AGREEMENT is made as of the *12<sup>th</sup>* day of *April* 197~~7~~ between the TOWNSHIP OF LOWER CHICHESTER ("Municipality") and DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY ("DELCORA"), a Pennsylvania municipality authority.

RECITALS

A. By orders of the Pennsylvania Department of Environmental Resources dated May 5, 1972 certain municipal authorities, and certain corporations and municipalities, including the Borough of Marcus Hook (the "Borough"), in Delaware County have been ordered to negotiate with DELCORA for the future treatment of Wastewaters in regional facilities, specifically, at a new plant to be located in the City of Chester (the "Western Regional Treatment Plant"). Pursuant to said orders and various engineering studies and regulatory approvals DELCORA has acquired from the City of Chester the existing treatment plant of said City and certain other Wastewater facilities.

B. DELCORA has caused plans and specifications to be prepared for construction of the Western Regional Treatment Plant, to be located on the site of the existing plant of the City of Chester, which new plant will have a design capacity of 40 million gallons per day "MGD" which may be expanded to 60 MGD. Contracts for construction of the Western Regional Treatment Plant have been awarded and said plant is presently under construction. The said Western Regional Treatment Plant as designed will have sufficient capacity to treat Wastewater from Municipality.

C. Pursuant to an Agreement between Municipality and the Borough dated May 6, 1919, (the "Township Agreement") a copy of which is attached hereto and marked Exhibit "A", Municipality presently delivers Wastewater emanating from the portion of Municipality as shown on Exhibit "B" attached hereto to Borough for conveyance and treatment. Said Wastewater is conveyed by Borough by means of the facilities as shown on Exhibit "C" and is treated at Borough's existing Wastewater Treatment Plant. Under the Township Agreement, the Municipality pays to Borough for such conveyance and treatment the proportions of the Borough's costs as provided thereunder.

D. DELCORA is preparing plans and specifications for the construction of a pump station and force main (the "Marcus Hook Conveyance System") including a pump station to be located at the site of the existing Marcus Hook Sewage Treatment Plant (the "Marcus Hook Pump Station") and a force main (the "Marcus Hook Force Main") which will convey all Wastewater from Municipality, as well as Wastewater from the Borough and certain industries, to the Western Regional Treatment Plant. Accordingly, DELCORA has entered into agreements with the Borough, Sun Oil Company and FMC Corporation relating to use by them of the Marcus Hook Conveyance System, upon terms no less favorable to Municipality than those included herein.

E. In order to finance the construction of the additional capacity in the Western Regional Treatment Plant required to receive and treat the Wastewater from Municipality, the Borough and industries and construction of capacity in the Marcus Hook Conveyance System for such Wastewater, DELCORA requires

assurances that Municipality will become, and continue to be, a user of the Marcus Hook Conveyance System and the Western Regional Treatment Plant for all of the Wastewater emanating from Municipality.

F. DELCORA has applied for and received a grant toward the construction costs of the Western Regional Treatment Plant from the United States Environmental Protection Agency and has applied to said agency for and received a grant toward the construction costs of the Marcus Hook Conveyance System.

G. Municipality is willing to become a customer of DELCORA upon the terms and provisions hereinafter set forth.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I  
CONSTRUCTION OF MARCUS HOOK BYPASS AND RELATED MATTERS

1.01. Construction and Design Capacity. DELCORA will cause plans and specifications for the Marcus Hook Conveyance System to be completed with all reasonable dispatch, and upon receipt of the approvals of all governmental agencies making capital grants and completion of financing shall award construction contracts, and cause the Marcus Hook Conveyance System to be constructed and completed with reasonable dispatch, all in accordance with said plans and specifications and sound engineering principles. DELCORA will similarly cause construction of the Western Regional Treatment Plant to be completed with reasonable dispatch, in accordance with sound engineering principles. Said plant will be expanded to a capacity of 60 MGD as needed to accommodate the various users, including Municipality and Borough.

The Marcus Hook Conveyance System shall provide design capacity suffi-

cient to meet the estimated requirements of the respective users thereof in the Western Delaware County Service Area, as set forth in the Engineering Report and revised when necessary in the future. Said capacity will be made available by DELCORA to all such users immediately or subsequently, as contemplated by the Engineering Report and the above recitals to this Agreement, on substantially equal terms for each class of users from time to time as provided in Section 8.03 hereof, the charges for all users being determined in the manner set forth in ARTICLE III hereof.

## ARTICLE II DELIVERY AND ACCEPTANCE OF WASTEWATER

2.01. Point of Connection, Metering Stations. The Wastewater covered by this Agreement will be delivered by Municipality to the Borough at a point of connection shown on Exhibit "C" and will be conveyed and delivered by Borough to DELCORA at a point of connection adjacent to the Marcus Hook Pump Station approved by DELCORA'S Consulting Engineers.

2.02. Acceptance of Wastewater. DELCORA will construct, as part of the Project Costs as hereinafter defined in Section 3.07, a metering station at the point as shown on Exhibit "C" to measure the flows of Wastewater entering Borough's sewer system from Municipality, and will operate and maintain the same at its expense (which will then become a part of the "Operating and Capital Costs" as defined in Section 3.02).

Following the completion of both the Western Regional Treatment Plant and construction of the Marcus Hook Conveyance System, during the term of this Agreement, all Wastewater emanating from Municipality, except Wastewater delivered directly to the Marcus Hook Conveyance System from the FMC Corporation facilities in Municipality under agreements with said Major Industry, shall be delivered by Municipality at the above mentioned connection point (subject to the other provisions hereof) where it

will be accepted by DELCORA for conveyance and treatment through the Borough's sewer system, the Marcus Hook Conveyance System and the Western Regional Treatment Plant.

Municipality shall commence delivering all its Wastewater to the Marcus Hook Conveyance System as soon as practicable after such facilities are sufficiently complete to provide service as certified by DELCORA's Consulting Engineers.

2.03. Additional Capacity. DELCORA agrees to provide at all times during the term of this Agreement, after the date when Municipality commences delivering Wastewater pursuant to Section 2.01 above, sufficient conveyance and treatment capacity for all Wastewater emanating from Municipality and the entire Western Delaware County Service Area. If, at any time in the opinion of DELCORA's Consulting Engineers or as validly determined by any governmental agency having regulatory powers over Wastewater treatment, such capacity will become inadequate, at a time greater than five years and 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, at its sole expense, design, plan and construct or otherwise provide such additional conveyance and treatment facilities as in the opinion of its Consulting Engineers, 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 3.02 hereof.

ARTICLE III  
SERVICE CHARGES AND PAYMENTS

3.01. Service Charges. Municipality agrees to pay to DELCORA in each calendar year or portion thereof during which this Agreement is in effect, subject to the other provisions hereof, a Service Charge for the Wastewater treatment and transportation services, rendered by DELCORA to Municipality for Wastewater emanating from Municipality, except as noted above consisting of a Treatment Charge and a Conveyance Charge (both as hereinafter defined).

3.02. Treatment Charge. The annual treatment charge to Municipality shall be determined in the following manner. First, the total annual Operating and Capital Costs of Major Industrial Users shall be determined in accordance with the provisions of DELCORA's "Major Industrial User Service Charges of 1973". The amount so determined shall be subtracted from DELCORA's total annual Operating and Capital Costs of the Western Regional Treatment Plant. The remainder thereof will then be allocated to each Municipal User on the basis of the measured flow of each Municipal User in proportion to the total measured municipal flow at the Western Regional Treatment Plant.

Such Service Charges will not include any costs of: (1) the collection, conveyance and treatment of Wastewater in the Eastern Delaware County Service Area; (2) the cost of any of DELCORA's collection conveyance, or treatment facilities in the Western Delaware County Service Area not used for Municipality's Wastewater hereunder and, (3) the proportionate share of the cost of the Marcus Hook Conveyance System properly allocable to the Borough hereunder.



3.03. Conveyance Charge. The conveyance charge to Municipality shall be an amount determined by the following equation:

Equation - Conveyance Charge

$$C = (OM) \frac{(Qa)}{Qm} + (DS) \frac{(Qp)}{Qt} \text{ Marcus Hook Pump Station} + (OM) \frac{(Qa)}{Qm} + (DS) \frac{(Qp)}{Qt} \text{ Marcus Hook ForceMain}$$

C = Annual Conveyance Charge

OM = Total Annual operation cost incurred by DELCORA for that portion of its conveyance servicing Municipality.

Qa = Total annual metered gallons of wastewater discharged by Municipality into DELCORA's conveyance system.

Qm = Total annual metered gallons of wastewater discharged by all users into same portion of DELCORA's conveyance system for which OM is calculated.

DS = Total Annual Capital Costs incurred by DELCORA for construction of that portion of its conveyance system servicing Municipality.

Qp = The greater of that portion of the capacity of the conveyance system servicing Municipality (i) actually used by Municipality to convey peak flow rates, or (ii) reserved for Municipality by DELCORA.

Qt = The total capacity requirement to accommodate all users of that portion of the conveyance system servicing Municipality.

3.04. "Operating and Capital Costs" shall mean the total of the following items, each such item being determined for the calendar year or portion thereof under consideration: (1) the pro rata share of DELCORA's Administration Expenses (as defined and determined in Section 3.05); (2) all the expenses and costs of effective and reasonable operation, maintenance, repair, renewal or replacement of the Western Regional Treatment Plant or the Marcus Hook Conveyance System,

as defined in Section 3.06, and of making all ordinary improvements thereto the costs of which are not otherwise provided for; and (3) all amounts which DELCORA is required to pay from time to time to carry and amortize that portion of its temporary or bonded indebtedness allocable to the "Project Costs", as defined in Section 3.07, of constructing the Western Regional Treatment Plant and the Marcus Hook Conveyance System including required payments to reserve funds.

3.05. Administration Expenses. For the purpose of Section 3.04 above, "Administration Expenses" means all the expenses and costs of effective and reasonable administration of the activities and programs of DELCORA for its Regional System for all of Delaware County, including, without limitation reasonable amounts for the following: (a) compensation of Board Members and Officers; (b) salaries and wages of administrative personnel engaged in the general administration and supervision of the Regional System together with the social security and unemployment taxes, health and accident insurance premiums, workmen's compensation insurance premiums and pension benefits, applicable thereto; (c) fees of attorneys, consulting engineers, fiscal agents and certified public accountants for services performed for the entire Regional System as distinguished from services relating to a specific area or project; (d) the cost of liability and similar types of insurance carried for the general protection of DELCORA and its officers, agents and employees; (e) the cost of fidelity bonds covering its officers, agents and employees; (f) the costs of acquiring, constructing, owning, operating and maintaining or leasing such offices or other facilities as DELCORA shall require from time to time for the general administration and conduct of its business and activities; and (g) the cost of all public utility

services, equipment, materials and supplies as are required for the operation of the general administration and supervision of its business and activities.

The amount of the total annual Administrative Expenses to be charged to the Western Delaware County Service Area under Section 3.04 above shall be the same proportion of the said total annual costs as the total annual flows conveyed from the Western Delaware County Service Area to the Western Regional Treatment Plant, bears to the total annual flows in all systems owned or operated by DELCORA as proposed by the Engineering Report (measured at the Western Regional Treatment Plant and all other plants or facilities operated by DELCORA or receiving Wastewater from DELCORA for treatment); provided that until at least one municipal system is connected to facilities of DELCORA outside the Western Delaware County Service Area, users in the Western Delaware County Service Area shall together pay only four-ninths of the total of such expenses.

3.06. Costs of Operation. For the purpose of Section 3.04 above, expenses and costs of effective and reasonable operation, maintenance, repair, renewal or replacement shall include reasonable amounts for the following: (a) salaries and wages of supervisory and operating or maintenance personnel engaged in operating and maintaining the Western Regional Treatment Plant and the Marcus Hook Conveyance System together with the social security and unemployment taxes, workmen's compensation, insurance premiums, health and accident insurance premiums and pension benefits, applicable thereto, prorating such items in accordance with employee's time spent on the Western Regional Treatment Plant and the Marcus Hook Conveyance System, where the same employees also work on other facilities of

DELCORA; (b) power, chemicals, fuel, materials, supplies, equipment and tools used or employed for the operation and maintenance of the Western Regional Treatment Plant and the Marcus Hook Conveyance System; (c) costs of maintenance and repairs (including replacements) of said Plant and System, including costs of any work done under any contract; (d) the fees and expenses of attorneys, consulting engineers and certified public accountants for services performed in connection with the management, operation and maintenance of the said Plant and System; (e) premiums for insurance on said Plant and System; and (f) all other costs and expenses reasonably incurred and properly allocable, under sound accounting principles consistently applied, to the operation, maintenance, repair and replacement of said Plant and System, as they may be constituted from time to time.

3.07. "Project Cost", for purposes of Section 3.04 above, shall include the following items with respect to the Western Regional Treatment Plant and Marcus Hook Conveyance System; (a) obligations incurred for labor and to contractors, builders and materialmen in connection with construction; (b) the reasonable administration expenses of DELCORA allocable to such projects, and interest on DELCORA's bonds, both during the respective construction periods; (c) the cost of acquiring by purchase and the amount of any award of final judgment in any proceedings to acquire by condemnation including costs of appraisals of lands, buildings and equipment, such lands, property, rights, rights-of-way, franchises, easements and other interests as may be deemed necessary or convenient in connection with such projects, and the amount of any damages incident to or consequent upon such acquisition or construction; (d) the cost of acquiring any property (real, personal or mixed,

tangible or intangible, or any interests therein, necessary or desirable for carrying out such project; (e) the cost of contract bonds and insurance of all kinds which may be required or necessary during the course of any such construction and which are not paid by the contractor or contractors or otherwise provided for; (f) the fees and expenses of engineers or other experts and the cost of surveys, estimates, plans and specifications and preliminary investigations, and for supervising construction as well as for the performance of all other duties of such engineers or other experts required by or consequent upon the proper performance of any such construction; (g) the fees and expenses of DELCORA's legal counsel for services in connection with the preparation of service agreements and related work; (h) all costs of issuing DELCORA's bonds allocable to construction of the Western Regional Treatment Plant and the Marcus Hook Conveyance System including bond discount, fees of accountants, bond counsel, financing advisors and other experts, trustee's fees, printing and similar financing costs; (i) all costs which DELCORA may be required to pay under the terms of any contract or contracts for such construction; (j) any sums required to reimburse DELCORA, the County of Delaware or others for advances made for any of the above items, or for any other costs, and for work done by any of them which are properly chargeable to construction of the Western Regional Treatment Plant and Marcus Hook Conveyance System; (k) any costs of the type referred to above incurred hereafter in connection with any future expansion of the Western Regional Treatment Plant and Marcus Hook Conveyance System pursuant to Section 2.02 above and (l) the cost of constructing and installing the metering devices as provided under Section 2.01 hereof. There shall

be deducted in determining such Project Cost all grants received from the Commonwealth of Pennsylvania or the United States of America, or agencies of either, which are allocable to construction of the Western Regional Treatment Plant or Marcus Hook Conveyance System.

3.08. Estimates of Service Charges. On or before September 1, of each year, commencing in 1977, DELCORA will prepare and submit to Municipality a statement approved by the Board of DELCORA and its Consulting Engineers showing, in reasonable detail, for the next succeeding calendar year, (1) the estimated amounts to be paid by Municipality during such year as its estimated Service Charge determined in accordance with the provisions hereof; (2) the amount, if any, to be credited against the estimated Service Charge for such year as the result of any overpayments or adjustments of payments for any preceding year as provided under Section 3.12 below; and (3) the amount of any prior bill not paid pursuant to Section 3.12, plus interest pursuant to Section 3.13.

3.09. Amended Estimates. In the event of an unusual contingency, an upward revision in the current estimates of Service Charges may be made by DELCORA with the approval of Municipality, which approval shall not be unreasonably withheld; provided, however, that the estimate may be exceeded without such prior approval in an emergency directly affecting the operation of the Western Regional Treatment Plant or Marcus Hook Conveyance System and certified by the DELCORA's Consulting Engineers to require immediate action. Municipality shall make payments in accordance with the revised estimate within sixty (60) days of receipt of notice thereof. In the event Municipality is not able legally to obtain funds with which

to pay all of its share of the increase, any unpaid amount shall be paid by it in the following year together with interest at the rate of six per cent (6%) per annum until paid.

3.10. Payments on Estimates. Municipality agrees to pay its Estimated Service Charge for such next succeeding calendar year in four equal installments to be paid on or before February 1, May 1, August 1 and November 1 of such year.

3.11. Audited Statements. DELCORA shall cause to be prepared and certified by a Certified Public Accountant on or before March 31 of each year commencing in 1977 a report setting forth in reasonable detail (a) the Operating and Capital Costs of the Western Regional Treatment Plant and Marcus Hook Conveyance System for the preceding calendar year and (b) the final service charge chargeable to Municipality for such year determined in accordance with the provisions of Sections 3.01 through 3.07 above. Such report shall contain statements setting forth the payments theretofore made by Municipality as estimated payments of service charges and the amount by which the final service charge to Municipality exceeds or is less than the aggregate of the payments and credits theretofore made by or allowed to Municipality on account of such service charge.

3.12. Payment of Final Service Charge; Credit for Overpayments. If the Final Service Charge to Municipality for any calendar year as shown by such certified report differs from the aggregate of the payments and credits theretofore made by it based upon the aforesaid estimates, then Municipality will pay to DELCORA the amount of any deficiency within thirty (30) days after the delivery of said certified report, and any excess of such payments and credits on account of

estimates over the Final Service Charge shall be applied on account of the next succeeding quarterly installments of Municipality's Estimated Service Charge in chronological order thereof.

3.13. Interest on Late Payments. If Municipality shall not make full payment of any such quarterly installments or additional charges on or before the specified payment date, there shall be added to the amount thereof interest at the rate of six percent (6%) per annum from the due date of such charge to the date on which DELCORA shall receive payment thereof.

3.14. Federal Regulations to be Followed. Notwithstanding any provision set forth in this Article, the service charges payable by Municipality under this Agreement shall be calculated in such manner as will comply with the applicable regulations of the Environmental Protection Agency, or any successor agency of the United States Government having jurisdiction thereof.

It is understood and agreed that the Service Charges imposed by DELCORA hereunder on Municipality will not include any of DELCORA's cost of conveyance or treatment of Wastewater emanating from the Borough since those costs will be charged directly to the Borough by DELCORA under an agreement between the Borough and DELCORA dated September 21, 1976.

#### ARTICLE IV MEASUREMENT OF WASTEWATER FLOWS

4.01. Installation of Meters. The quantity of Wastewater emanating from Municipality facilities and discharged into the Marcus Hook Conveyance System shall be based upon readings of the meter installed by DELCORA at the point of connection of Municipality's discharge to the Borough's Sewer System as



provided under Section 2.01. The quantity of Wastewater flowing through the Western Regional Treatment Plant shall be based upon the readings of a meter which will be installed by DELCORA at the Western Regional Treatment Plant.

4.02. Meter Readings, Maintenance and Calibration. DELCORA will record meter readings each day of the Wastewater flowing through the aforesaid meters. DELCORA will maintain, or cause to be maintained, as part of the "Operating and Capital Costs" the aforesaid meters and cause them to be inspected and calibrated at least quarterly for accuracy by the manufacturer thereof or some other company or person qualified to make such inspections.

4.03. Access to Meters. Municipality shall have the right of access to the meters for the purpose of reading them and checking them in place for accuracy, at its expense.

4.04. Missing or Inaccurate Flow Records. In the case of missing or inaccurate flow records due to faulty meter operation or otherwise, an estimate of flows shall be made by DELCORA's Consulting Engineers, based on records of past flow as applied to the current conditions, for use in place of meter readings under Section 4.01.

## 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 1973" which will comply with the requirements of all regulatory authorities. Municipality will

refrain from discharging or permitting the discharge of Wastewater from the Municipality's facilities into the Marcus Hook Conveyance System that would violate any of such standards.

5.02. Compelling Compliance by Users. Municipality shall enact and keep in full force and effect at all times ordinances and resolutions prohibiting and providing penalties for the discharge into its system of anything violating the above-mentioned Delcora Standards, Rules and Regulations of 1973. Such ordinance shall also prohibit and/or regulate the discharge into its collection system by Industries of Industrial Waste as defined in the applicable resolution of DELCORA. Municipality shall not permit any discharge into its local collection system except in the manner and in accordance with the provisions of said resolution of DELCORA.

5.03. Permits for Industrial Connections. Municipality will require each Industry now discharging or hereafter desiring to discharge Industrial Waste into Municipality's collection system to apply to and receive from DELCORA a permit as required by DELCORA's said Standards, Rules and Regulations of 1973, as hereafter supplemented or amended, and Municipality will prohibit any such discharge by any Industry which has not received a permit from DELCORA.

5.04. Sampling Facilities. If deemed required by DELCORA, DELCORA shall install, maintain and operate, at its own expense, for such period of time as required by DELCORA, sampling equipment or facilities at or near the point that the Municipality's facilities discharge Wastewater into the Borough's

Sewer, DELCORA will have samples collected and tested. The cost of installation, operation and maintenance of such sampling equipment and the cost of collecting and testing samples shall become a part of "Operating and Capital Costs" as defined in Section 3.02.

5.05. Reports of Samples. In the event that any report obtained by DELCORA, stating the results of an analysis of any sample, shall set forth that Wastewater discharged from Municipality's facilities violates the quality standards and restrictions of DELCORA, Municipality shall have the right to submit the question to an independent registered professional sanitary engineer, acceptable to DELCORA, for determination, and whose determination of the question shall be final. The expense of such engineering determination shall be borne by DELCORA if the determination is favorable to Municipality, and by Municipality if such determination supports the finding of a violation of the abovementioned standards and restrictions.

5.06. Treatment of Harmful Wastes. If any analysis of samples pursuant to Section 5.04 or Section 5.05 above indicates that the Wastewater discharged by Municipality into the Marcus Hook Conveyance System requires special treatment or would be harmful to such system or the Western Regional Treatment Plant or Marcus Hook Conveyance System and such analysis is confirmed, if questioned by Municipality as provided above, then upon request by DELCORA, Municipality will either (i) pay DELCORA the entire cost of such special treatment, (ii) provide or require pretreatment of such Wastewater in such manner as DELCORA shall specify or (iii) compel disconnection from the collection system of the property from which harmful Wastewater is being discharged.

5.07. Reimbursement for Damages from Improper Discharge. Municipality will pay the cost of any damage to the Marcus Hook Conveyance System or the Western Regional Treatment Plant resulting from discharge of improper Wastewater from the Municipality's facilities in violation of the abovementioned quality standards and restrictions, and shall indemnify and hold harmless DELCORA with respect thereto.

ARTICLE VI  
OPERATION AND MAINTENANCE OF FACILITIES

6.01. During the term hereof, DELCORA will continuously operate, maintain and repair the Western Regional Treatment Plant and Marcus Hook Conveyance System (subject to Section 8.04) or cause them to be maintained and repaired so they will be at all times in efficient operating condition and in compliance with the standards prescribed by all appropriate regulatory agencies for the purpose of this Agreement.

6.02. Municipality Facilities. Municipality will continue to operate, maintain, repair its facilities so that they will be at all times in efficient operating condition and in compliance with the standards prescribed by all appropriate regulatory agencies.

6.03. Imposition of Sewer Rentals by Municipality. Amounts payable by Municipality hereunder will be payable solely from the current revenues of the Municipality derived from the imposition of sewer rents and charges and other revenues from operation of the existing sewage collection system of Municipality,

as it may be enlarged from time to time. Municipality agrees to impose and collect rents and charges for the use thereof which together with all other revenues from operation of said system will be sufficient to provide in each year 110% of the cost of operating said system, providing for any debt service and making the payments due under this Agreement and any other agreements relating to sewage service. To the extent that sewer revenues of Municipality are insufficient in any year to comply with the foregoing requirement, Municipality will promptly increase its sewer rentals and charges by an amount sufficient to provide in the immediately following year for the deficiency and future compliance with such requirement.

ARTICLE VII  
GOVERNMENTAL GRANTS AND SUBSIDIES: PERMITS

7.01. Applications. DELCORA will make proper and timely applications to the Commonwealth of Pennsylvania and to the United States of America and their appropriate agencies, for all available grants, subsidies or other payments and for all permits and approvals in respect of the construction, acquisition, operation and maintenance of the Western Regional Treatment Plant and Marcus Hook Conveyance System

7.02. DELCORA as Agent. Where permitted by law, Municipality hereby appoints DELCORA as its agent to apply, in its name or otherwise, to the Commonwealth of Pennsylvania and to the United States of America and their appropriate agencies and to receive the proportionate share of Municipality of all available grants, subsidies or other payments in respect of the construction, acquisition, operation or maintenance of the Western Regional Treatment Plant and Marcus Hook

Conveyance System.

7.03. Application of Grant Proceeds. DELCORA will apply all such grants, subsidies or other payments received by it in respect of construction or acquisition to the cost of construction or acquisition of the Western Regional Treatment Plant or Marcus Hook Conveyance System, as appropriate except for annual grants and subsidies which shall be applied as a reduction of Operating Costs.

7.04. Compliance with Conditions for Grants. Each party will take all such action, within its legal powers, as may be required to comply with applicable laws and regulations relating to Federal and State grants and subsidies, to the end that such grants and subsidies may be obtained for the Western Regional Treatment Plant and Marcus Hook Conveyance System in the maximum amount, and each party will use its best efforts to obtain similar compliance from users and others.

#### ARTICLE VIII MISCELLANEOUS

8.01. Insurance; Repairs and Reconstruction. DELCORA will insure, or cause to be insured, the Marcus Hook Conveyance System, or such parts thereof as are usually insured by the owners and/or operators of Wastewater systems in the Commonwealth of Pennsylvania, in a responsible company or companies authorized and qualified to do business under the laws of the Commonwealth of Pennsylvania, against loss or damage by fire and such other risks (including public liability) and casualties and in such amounts as are usually carried on like properties in said Commonwealth. Such insurance policies shall be non-assessable. Immediately upon the occurrence of any loss or damage to any part of said Conveyance System, whether or not covered by insurance, DELCORA will commence and promptly complete, or

cause to be so commenced and promptly completed the repairing, replacement or reconstruction of the damages or destroyed property according to plans and specifications prepared by its Consulting Engineers and shall collect and apply, or cause to be applied, the proceeds of such insurance to the cost of such repair, replacement or reconstruction.

8.02. Inspection. Each party shall provide each other from time to time all information relevant to the proper administration of their responsibilities under this Agreement, or in respect to the interpretation hereof, as, and in such form and detail as, may be reasonably requested and each shall at all reasonable times and from time to time permit their representatives to examine and inspect their respective records and physical facilities relevant to the subject matter of this Agreement.

8.03. Similar Agreements. DELCORA agrees that it will not, at any time during the term of this Agreement accept from others Wastewater for transportation in the Western Delaware County Regional Conveyance and Treatment System under terms substantially more favorable to such others than those applicable hereunder.

8.04. It is understood and agreed that the Borough and DELCORA have entered into a separate Agreement providing for DELCORA to accept, convey and treat wastewater emanating from the area of the Borough as shown on Exhibit "B". A copy of this Agreement has been submitted to Municipality. By approval and execution of this Agreement Municipality agrees to be bound by such terms and conditions of this said separate Agreement as by its provisions apply to Municipality.

8.05. Force Majeur. Notwithstanding any other provision of this Agreement, neither party hereto shall be responsible in damages to the other for any failure to

comply with this Agreement resulting from an act of God or riot, sabotage, public calamity, flood, strike, breakdown of the Western Regional Treatment Plant, or other event beyond its reasonable control.

8.06. Indemnity. Each party agrees to indemnify and save harmless the other party against all costs, losses or damage on account of any injury to persons or property occurring in the performance of this Agreement due to the negligence of such party or its agents or employees.

8.07. No Joint Ownership. No provision of this Agreement shall be construed to create any type of joint ownership of any property, any partnership or joint venture, or create any other rights or liabilities except as expressly set forth herein.

8.08. Severability. Should any provision hereof for any reason be held illegal or invalid, no other provision of this Agreement shall be affected; and this Agreement shall then be construed and enforced as if such illegal or invalid provision had not been contained herein.

8.09. Headings. The headings in this Agreement are solely for convenience and shall have no effect in the legal interpretation of any provision hereof.

8.10. Effective Date and Term of Agreement. This Agreement shall become effective as of the date hereof and shall remain in force and effect for a period of forty-five (45) years from such date, and (subject to appropriate extensions of the period of existence of DELCORA and of similar extensions of the other Service Agreements) may be renewed by mutual agreement of both parties for an additional period of fifty (50) years.

8.11. Waiver. The failure of a party hereto to insist upon strict performance



of this Agreement or of any of the terms or conditions hereof shall not be construed as a waiver of any of its rights hereunder.

8.12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded for all purposes as an original, but such counterparts shall together constitute but one and the same instrument.

8.13. Successors and Assigns. Except as provided in Section 8.14 hereof this Agreement may not be voluntarily assigned by either party without the consent of the other. Subject to the foregoing this Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

8.14. Assignment of Service Charges. DELCORA's rights to receive payments hereunder may be assigned and pledged to Girard Trust Bank, as Trustee under Indenture dated May 1, 1974, or any subsequent Indenture to secure DELCORA's Sewer Revenue Bonds Series of 1974 or any bonds hereafter issued to cover any Project Costs of DELCORA.

## ARTICLE IX THE TOWNSHIP AGREEMENT

9.01. Termination of Treatment. Upon completion of the Western Regional Treatment Plant and Marcus Hook Conveyance System the Borough shall cease treatment of Municipality's wastewater in the Borough's existing Wastewater Treatment Plant. Thereafter, the Borough's obligation to treat Municipality's wastewater in the Borough's existing Wastewater Treatment Plant under the terms and conditions of the Township Agreement shall cease and determine and become null and void.

ARTICLE X  
DEFINITIONS

10.01. Definitions Incorporated Herein. The definitions set forth in ARTICLE II of the DELCORA Standards, Rules and Regulations of 1973 are incorporated herein by reference thereto as though set forth in full herein. Wherever used herein, the said terms shall have the meanings as so defined except in those instances where the context clearly indicates otherwise.

ARTICLE XI  
EXTENSION OF SERVICE AREA

11.1. Addition of Analine Village. Upon the written request of Township, Delcora agrees to extend the service area covered by this Agreement to include the area of the Township known as Analine Village under terms mutually agreeable to the parties hereto.

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

DELAWARE COUNTY REGIONAL WATER  
QUALITY CONTROL AUTHORITY

(CORPORATE SEAL)

By

John J. O'Malley  
Chairman

Attest:

Stephen J. Wright  
Secretary

TOWNSHIP OF LOWER CHICHESTER

(CORPORATE SEAL)

By

Rocco Gaspari  
President of Council

Attest:

Lee O. Boyle  
Secretary

THIS AGREEMENT made and concluded this 6th day of May, in the year of our Lord, One Thousand Nine Hundred and Ninetien (1919), by and between the Township of Lower Chichester, County of Delaware and State of Pennsylvania, of the one part, AND the Borough of Marcus Hook, of the said County and State, of the other part.

WHEREAS, the said Township of Lower Chichester and the said Borough of Marcus Hook adjoin each other in territory and the said Borough of Marcus Hook has constructed and is maintaining a system of sanitary sewers and pumping station necessary for the disposal of sewerage matter by the Borough Marcus Hook, in accordance with the plans for such system of sanitary sewers as prepared by A. F. Damon, then Borough Engineer and approved by the Commissioner of Health of the Commonwealth of Pennsylvania; and,

WHEREAS the said Township of Lower Chichester is a first class Township and has by the official action of the Board of Commissioners decided to construct and maintain a system of sanitary sewers in the said Township and particularly in the Linwood Division thereof and in order to thus construct the said system and have proper maintenance thereof, it is desirous and necessary to connect the same with the said sewer system of the said Borough of Marcus Hook; and ,

WHEREAS the said Township of Lower Chichester is willing through its proper authorities to enter into an agreement whereby the said Borough of Marcus Hook shall receive a consideration for its consent to permit its said sewer system to be connected the said sewer system of the said Township of Lower Chichester; and,

WHEREAS the said Township of Lower Chichester is further willing to defray equally with the said Borough of Marcus Hook for use and occupancy of the said sewer system of the said Borough of Marcus Hook in the maintenance, upkeep and repair of the same; and

WHEREAS the said Township of Lower Chichester is willing equally with the said Borough of Marcus Hook, in the construction and maintenance of a sewerage disposal plant whenever the Borough of Marcus Hook shall decide that the said plant is necessary for sanitary purposes or the said sewage disposal plant is ordered to be constructed by the said Borough of Marcus Hook by the Board of Health of the said State of Pennsylvania or its Commissioner.

NOW THEREFORE know ye that the said Borough of Marcus Hook, for an in consideration of the terms aforesaid and the sum of four Thousand (\$4,000.00) Dollars, to be paid by the said Township of Lower Chichester to the said Borough of Marcus Hook within ninety days (90) days from the date of the actual connection of the two systems of sanitary sewers as above referred to, does hereby agree with the said Township of Lower Chichester that it has and it is hereby granted the consent and permission of the said Borough of Marcus Hook for it, the said Township of Lower Chichester, to connect its proposed sanitary sewer system with respect to the Linwood Division thereof with said sanitary sewer system of the said Borough of Marcus Hook and connecting with or entering into the said sanitary sewer system of the Borough of Marcus Hook at Twelfth and Green Streets in the said Borough of Marcus Hook and at no other place.

AND IT IS HEREBY FURTHER AGREED by and between the parties to this agreement as aforesaid that, for a further consideration of One Dollars (\$1.00), the said Township of Lower Chichester and the said Borough of Marcus Hook shall, from and immediately after the connection of the sewer system as aforesaid, share equally the expense and cost of maintenance, upkeep and repair of the said sanitary sewer system, that is to say, to pay one-half of the expenses and costs of the maintenance, upkeep and repair of the said sanitary sewer system from Twelfth and Green Street where the connection is made aforesaid between the two sewer systems, to the pumping station as now constructed and maintained and located by the Borough of Marcus Hook as well as one-half of the expense and costs of the maintenance, upkeep, repair and renewal of the said pumping station.

AND IT IS HEREBY FURTHER AGREED by and between the parties to this agreement that the said Township of Lower Chichester and the said Borough of Marcus Hook, whenever it is decided in regular meeting assembled by the said Borough of Marcus Hook through its proper authorities, that it is necessary to construct a sewage disposal plant in the said Borough of Marcus Hook or elsewhere or whenever a sewage disposal plant is ordered constructed by the Board of Health of the State of Pennsylvania, through its Commissioner, then the said Township of Lower Chichester shall join with the said Borough of Marcus Hook in constructing the same and pay equally the expense and cost of such construction and erected and when completed the said Township of Lower Chichester further agrees to share equally the expense and cost of maintenance, upkeep, repair and replacing the same.

That it is further agreed by and between the parties hereto that they and their successors and assigns are equally bound by terms and conditions of a certain Ordinance of the Borough of Marcus Hook, being No. 228 and passed by Town Council on the

(4)

16th day of April, A. D., 1918, and duly approved by the Burgess of the said Borough of Marcus Hook, as if the said terms and conditions were written herein and the execution of this agreement by the said Township of Lower Chichester through its properly constituted authorities, shall be regarded as an acceptance of the terms and conditions of the said Ordinance.

IN WITNESS whereof the said Township of Lower Chichester and the said Borough of Marcus Hook, the former in pursuance of of Resolution of its Board of Commissioners and the latter in pursuance of an Ordinance duly and lawfully passed and enacted, have hereunto set their and each of their corporate seals and caused the same to be attested by the Signatures of the President of the Board of Commissioners and its Secretary with respect to the execution of this agreement, by the said Township of Lower Chichester and by the signatures of its President and Secretary of Town Council with respect to the said Borough of Marcus Hook, the day and year aforesaid.

TOWNSHIP OF LOWER CHICHESTER,

BY: THOS. QUINN.

President of Board of Commissioners.

ATTEST:- F. A. N. VERNON,

Secretary of Board of Commissioners.

BOROUGH OF MARCUS HOOK,

By: JASPER R. PHILLIPS,  
CHIEF BURGESS.

BY: W. B. LONG.  
PRESIDENT OF MARCUS HOOK COUNCIL.

ATTEST: JOHN T. SUTTON.

CLERK OF COUNCIL.

(5)

STATE OF PENNSYLVANIA :

SS:

COUNTY OF DELAWARE :

BE It remembered on this 6th day of Mar., A. D., 1919,  
before me, a Justice of the Peace in and for the said Common-  
wealth of Pennsylvania, personally appeared

MELCHOIR L. EBRIGHT  
Justice of Peace

Secretary of the Board of Commissioners of the Township of  
Lower Chichester and being by me first affirmed according  
to Law says that he was personally present at the execution  
of the foregoing agreement and saw the Common or corporate  
seal of the said corporation duly affixed thereto; that the  
seal so affixed is the common or corporate seal of the said  
Corporation, that the said agreement was sealed and delivered  
by Thomas Quann, President of the said Corporation as and for  
the act and deed of the said Municipal Corporation for the  
uses and purposes therein mentioned, pursuant to a resolution  
of the Board of Commissioners of the said Municipal Corporation,  
him in this behalf enabling and that the names of this affiant  
as Secretary and of A. H. Vernon as President of the said  
Board of Commissioners of the said Municipal corporation  
subscribed to the above and foregoing agreement in attestation  
of its due execution and delivery are of their and each of their  
respective hand wrappings.

Affirmed and subscribed to before

me this            day of

A. D. 1917,

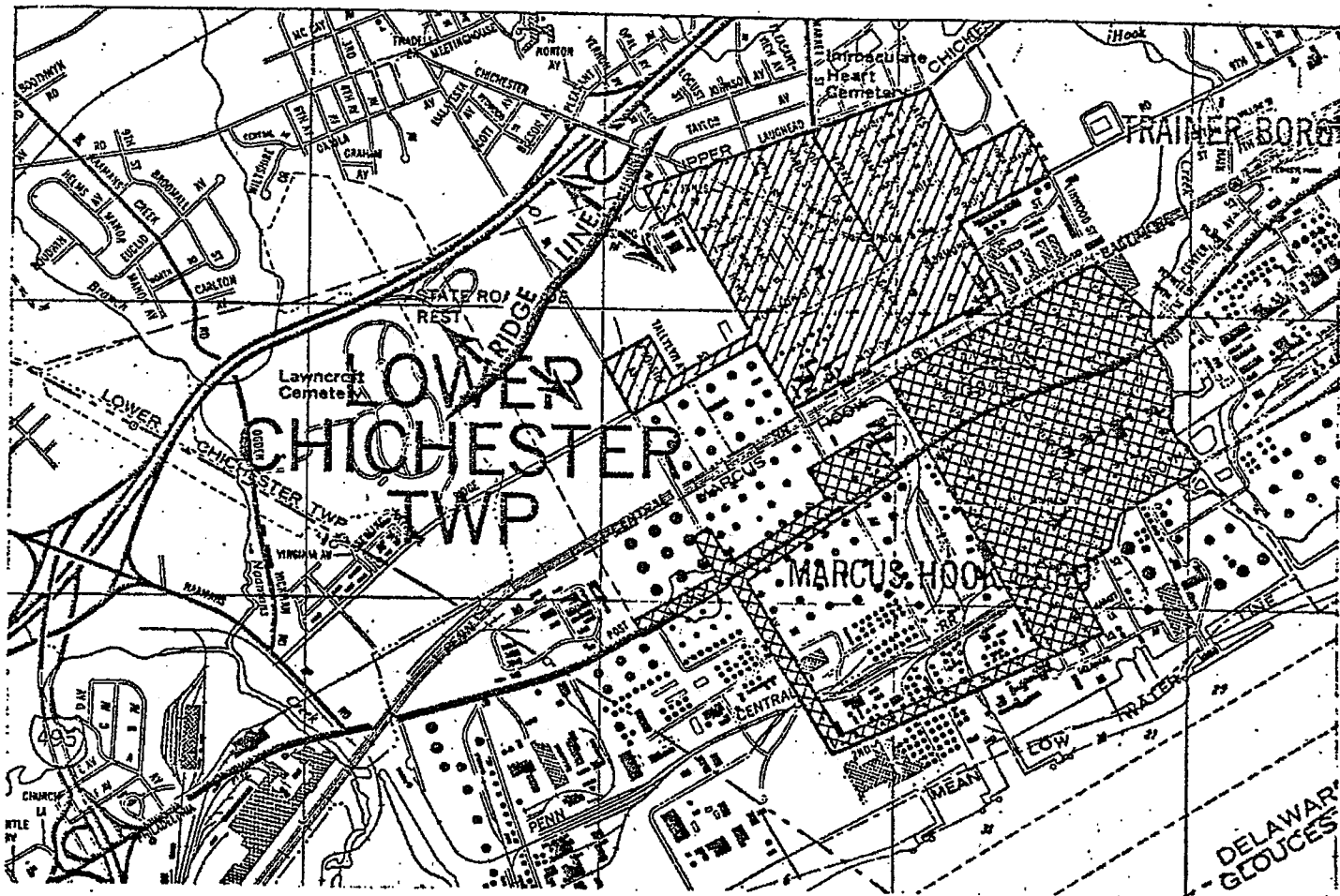
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STATE OF PENNSYLVANIA::  
COUNTY OF DELAWARE. . : SS:


Affirmed and subscribed to :  
 before me this day of : JOHN T. SUTTON  
 \_\_\_\_\_ A. D., 1917.

LOUISE GLASS PORTER, Notary Public.



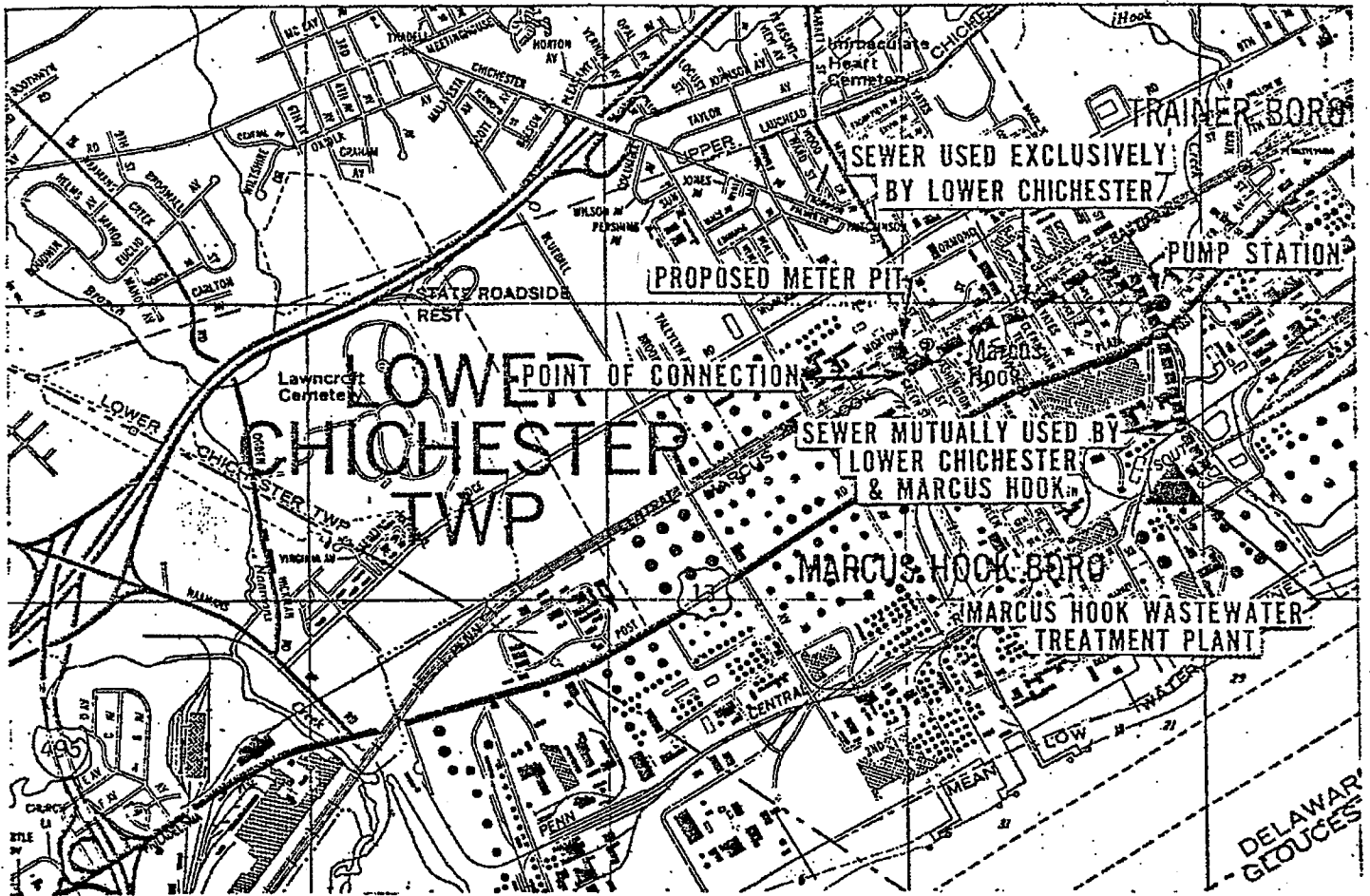
 AREAS PRESENTLY SERVED IN LOWER CHESTER  
BY MARCUS HOOK TREATMENT PLANT

 AREAS PRESENTLY SERVED BY MARCUS HOOK  
TREATMENT PLANT IN MARCUS HOOK BOROUGH

 north  
1000 0 1000 FEET

## Exhibit B

# SERVICE AREAS



# Exhibit C SEWER UTILIZATION

E PHILADELPHIA, BALTIMORE AND WASHINGTON RAILROAD

LANDS OF PHILADELPHIA ELECTRIC CO.

CONTAINS  
15,000 SQ. FT.

S30°00'E

N60°00'E  
11.58'

123.50'  
S30°00'E 150.00'

N20°00'E  
246.41'  
S60°00'W  
243.59'

CONTAINS  
6,487 SQ. FT.

BOROUGH OF MARCUS

BOROUGH LINE

20' PERMANENT R/W

50' TEMPORARY  
CONSTRUCTION R/W

S45°18'32"E  
20.73'

S45°18'23"E 376.59'

BOROUGH OF TRAINER  
MARCUS HOOK CREEK  
LANDS OF B.P. OIL CORP.

DS. OF THE BOROUGH OF  
MARCUS HOOK SEWAGE  
TREATMENT PLANT SITE

M.O.S.S.S.

HOOK

00'60"

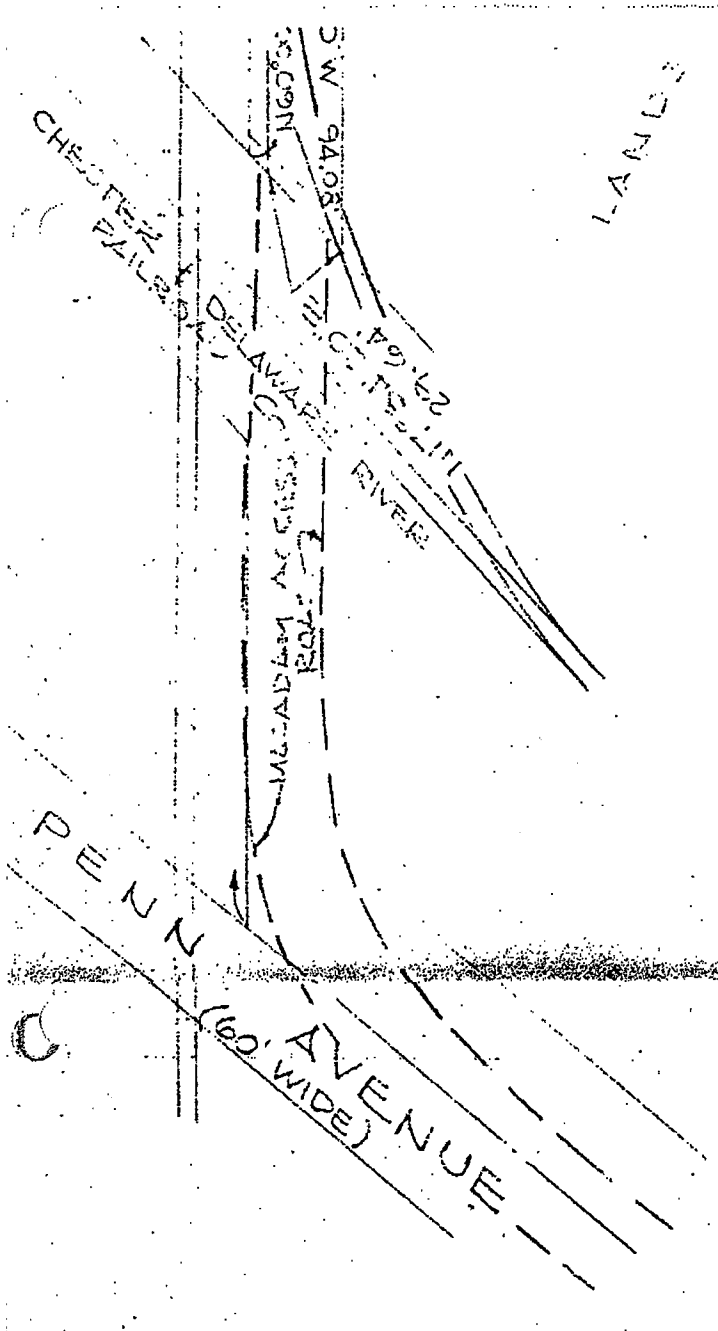
LANDS OF B.P. OIL

CORP.

S60°00'W  
19.82'

S60°00'W  
100.00'

20.00'±  
M.O.S.S.S.



**NOTE:**

ACCESS ROAD AT  
PENN STREET  
AMENDED TO PLAN  
12-16-75

PLAN SHOWING  
PROPERTY TO BE ACQUIRED WITH ACCESS  
ROAD FOR CONSTRUCTION, MAINTENANCE  
AND OPERATION OF A SEWAGE PUMP-  
ING STATION AND RIGHT OF WAY TO  
BE ACQUIRED FOR A SANITARY SEWER  
FORCE MAIN BY

DELAWARE COUNTY REGIONAL WATER  
QUALITY CONTROL AUTHORITY  
FROM

THE BOROUGH OF MARCUS HOOK  
SITUATE IN THE BOROUGH OF MARCUS HOOK  
AND THE BOROUGH TRAINER DELAWARE CO. PA

SCALE: 1"=50' DATED: OCT. 31, 1975

**B-E-E**

**BETZ ENVIRONMENTAL ENGINEERS, Inc.**

Plymouth Meeting Pa 19462

00

00

(PENN CENTRAL)

SOUTH CHESTER BRANCH OF TA

N60°00'E 584.55'

167.45'

N60°00'E 100.00'

255.00'

N60°00'E 100.00'

N60°00'S 100.00'

R 100.00'

R 100.00'

R 100.00'

R 100.00'

A 149.24'

LANDS OF PHILADELPHIA ELECTRIC CO

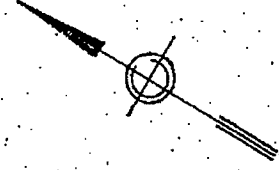
312.92'

N33°25'30"W

150.00'

N30°00'W

20.00'



LAL  
MAI  
TRE

N33°25'30"W 158.23'

CH E.P.O.C. CORP.