
EXHIBIT F93

AMENDMENT TO AGREEMENT OF SALE AND SERVICE
DATED MARCH 20, 1985, BY AND AMONG
BOROUGH OF PARKSIDE AND DELCORA

AMENDMENT TO
AGREEMENT OF SALE AND SERVICE

This Agreement, dated as of the *20th* day of *March*, 1985 between the Borough of Parkside ("Borough") and Delaware County Regional Water Quality Control Authority ("DELCORA") is intended to amend a certain Agreement of Sale and Service entered into between the parties hereto as of the 1st day of January, 1975.

WITNESSETH:

WHEREAS, the parties hereto entered into a certain Agreement of Sale and Service dated January 1, 1975 ; and

WHEREAS, certain questions of interpretation have resulted from that Agreement; and

WHEREAS, the passage of time and compliance with USEPA has dictated the necessity of certain modifications to the Agreement.

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

1. All terms and conditions of the Agreement of Sale and Service dated January 1, 1975, between the parties hereto shall remain in full force and effect as modified or amended by this Agreement.

2. Certain sewer properties are referred to in the Agreement dated January 1, 1975. The parties hereto agree that sewer properties shall be clarified to include all lateral sections between the main sewer and the curb trap. DELCORA agrees that as

part of its maintenance of the main sewer it will maintain such lateral sections provided however that a curb trap and vent are installed in the vicinity of the curb line. The Borough agrees that it will maintain and enforce an ordinance requiring property owners to install and maintain curb traps and vents in connection with each lateral section. It is further agreed that DELCORA will not be responsible for maintenance of any portion of any lateral unless such curb trap and vent is installed in proper operating condition. Notwithstanding any language contained in the original Agreement or in this Amendment to the contrary, it is understood and agreed that there will be no distinction in rates and charges levied by DELCORA between properties which have a curb vent and trap installed on the lateral and those properties which do not.

3. The cost sharing provisions of Article 13.3 of the original Agreement are amended and consolidated with notice provisions as follows: Rehabilitation, improvement, replacement, additions and repairs to the sanitary sewer system located within the Borough of Parkside will be planned and implemented at the sole discretion of DELCORA. Similar work on combined sewer systems necessary to maintain or improve their sanitary flow capacities will also be at the sole discretion of DELCORA. DELCORA will not be required to upgrade or improve combined sewer for the primary purpose of conveying storm flows unless the Borough agrees to bear an equitable share of the costs. For other than emergencies, DELCORA will give notice by certified letter of any major improvements, replacements or additions to these systems within the Borough ninety (90) days in advance of the scheduled date for bid advertisement. This notice shall

provide the location, purpose and duration of the work, and any impact it may have on service to the Borough. DELCORA will consider any comments received from the Borough within sixty (60) days of such notice. Cost apportionment for separation of combined sewers will be handled as described in Section 13.3 of the original agreement.

4. The Borough agrees to advise DELCORA by certified letter of any storm sewer construction undertaken or planned which will affect storm flows to the sewer system owned by DELCORA. If any such projects would increase storm flows to DELCORA's written approval. The Borough further agrees to exert its best effort to provide a minimum of thirty (30) days notice of any need to adjust manhold frames and covers on DELCORA's system to facilitate highway repaving.

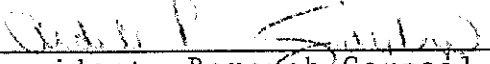
5. Parties hereto agree that Section 13.4 of the original agreement is hereby modified and amended to allow for a utility rate basis for treatment, conveyance and collection services. These rates would be uniform for all users within a particular class in the region served and would be equitable between classes. Costs may include pro rata shares of administrative and general expenses, costs of effective and reasonable operation, maintenance, repair, renewal, and replacement, ordinary improvements, and all amounts required to carry and amortize temporary and bonded indebtedness and required and reasonable reserves. Such charges will not include any costs of collection, conveyance and treatment of wastewaters in the Eastern Delaware County service area. DELCORA's good faith determinations as to

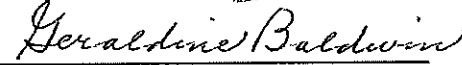
elements of costs, classification of customers, size of reasonable reserves and like matters shall be conclusive.

6. Sewer Use. Borough agrees to comply with DELCORA's regulations on sewer use, to fully cooperate with DELCORA in the administration and enforcement of such regulations, and to adopt such ordinances as may be reasonably required by DELCORA to facilitate such control, administration, and enforcement.

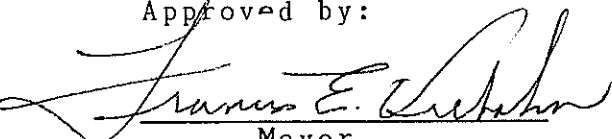
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officer of the date first stated.

BOROUGH OF PARKSIDE

By: 
President, Borough Council

Attest: 
Secretary

Approved by:


Mayor

DELAWARE COUNTY REGIONAL WATER
QUALITY CONTROL AUTHORITY

By: 
Chairman

Attest: 
Secretary

BOROUGH OF PARKSIDE

County of Delaware
PARKSIDE, PENNSYLVANIA 19015

April 4, 1985

RECEIVED **APR 11 1985**
REFER TO.....
ANSWD.....

007285

Mr. William C. Ross, Executive Director
DELCORA
P. O. Box 999
Chester, PA 19016

Dear Mr. Ross:

In order that you might implement your Resolution No. 84-3, the Borough of Parkside has enacted Ordinance No. 329 which appoints DELCORA as its agent to enforce the standards of the U.S. EPA, the PA DER and DELCORA. A copy of the ordinance is enclosed.

We are also enclosing two copies of an amendment to our Agreement of Sale of January 1, 1975. These copies have been executed by the Borough of Parkside and require execution by DELCORA.

If we can be of further assistance, please advise.

Very truly yours,

Geraldine Baldwin

(Mrs.) Geraldine Baldwin
Secretary

Enc. (3)

ORDINANCE NO. 329

101.1 TITLE AND GENERAL INTENT

THIS ORDINANCE IS ADOPTED TO PROMOTE AND PROTECT THE PUBLIC HEALTH, SAFETY, COMFORT, CONVENIENCE AND OTHER ASPECTS OF THE GENERAL WELFARE. THESE GENERAL GOALS INCLUDE, AMONG OTHERS, THE SPECIFIC ENFORCEMENT OF THE VARIOUS REGULATIONS PROMULGATED BY THE DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY (DELCORA), THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (USEPA), THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL RESOURCES (PADER), AND SUCH OTHER AGENCIES WHICH MAY SUCCEED THE AFOREMENTIONED AGENCIES.

This ordinance shall be known and may be cited as the Borough of Parkside Wastewater Treatment Ordinance.

101.2 SPECIFIC INTENT

A. It is intended that this ordinance provide for the enforcement and prosecution of the Standards, Rules and Regulations adopted by DELCORA, USEPA and PADER.

B. It is the specific intent of this ordinance to provide the means of enforcement of the General Pretreatment Standards promulgated by the United States Environmental Protection Agency as set forth in 40 Code of Federal Regulation (CFR) 403 et seq. (1983) pursuant to the Clean Water Act, as amended, 33 United States Code §1251 et seq.

C. The regulations set forth by DELCORA shall be minimum regulations and shall apply uniformly to each class or kind of user within the Borough of Parkside.

ARTICLE II

201.1 VIOLATIONS

The Borough of Parkside hereby ordains and establishes that any person, firm or corporation who fails or refuses to comply with the Standards, Rules and Regulations of the Delaware County Water Quality Authority, as embodied in DELCORA Resolution Number 84-3, adopted July 17, 1984, as amended, which is

incorporated herein by reference and shall be subject to the penalties set forth in this ordinance.

202.2 PENALTIES

Any person, firm or corporation who shall violate any provision of this ordinance shall, upon conviction thereof, be sentenced to pay a fine of not more than three hundred dollars (\$300.00), and/or to imprisonment for a term not to exceed ninety (90) days. Every day that a violation of this ordinance continues shall constitute a separate offense.

201.3 PROSECUTION

A. The Borough of Parkside may appoint the Delaware County Regional Water Quality Control Authority (DELCORA) as its agent having the power of the Borough of Parkside to institute proceedings in the name of the Borough of Parkside against any and all persons, firms or corporations who violate the provisions of this ordinance.

B. In cases involving the prosecution of this ordinance, the Solicitor of the Delaware County Regional Water Quality Control Authority (DELCORA) shall subpoena all witnesses for the prosecution and conduct the hearing on behalf of the Borough of Parkside.

ARTICLE III

301.1 REPEALER

All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed.

This ordinance shall take effect upon final passage, adoption and publication according to law.

Approved and adopted this 20th day of February, A.D. 1985.

BOROUGH OF PARKSIDE

BY Ardelle R. Jordan
President

APPROVED:

Francis K. Kula
Mayor

ATTEST:

Geraldine Baldwin
Secretary