
EXHIBIT F114

GLOBAL AGREEMENT, DATED FEBRUARY 25, 2013,
BY AND AMONG MIDDLETOWN TOWNSHIP,
DELAWARE COUNTY SEWER AUTHORITY, SOUTHWEST
DELAWARE COUNTY MUNICIPAL AUTHORITY AND
BOARD OF COMMISSIONERS OF ASTON TOWNSHIP

GLOBAL AGREEMENT

This Agreement is made the 25th day of Feb., 2013 by and between Middletown Township, Delaware County, Sewer Authority ("MTSA"), Southwest Delaware County Municipal Authority ("SWDCMA"), and the Board of Commissioners of Aston Township ("Aston").

WHEREAS, SWDCMA constructed and is operating a complete system and all appropriate facilities, including the SWDCMA Baldwin Run Pollution Control Facility ("BRPCF") and a portion of an interceptor along Chester Creek between Knowlton Road and the BRPCF ("SWDCMA CCI"), for the collection, conveyance and treatment of sanitary sewage ("SWDCMA SYSTEM");

WHEREAS, MTSA constructed and is operating a system for the collection and conveyance of sanitary sewage ("MTSA SYSTEM") that is conveyed and treated by SWDCMA pursuant to a Sewage Treatment Agreement dated January 10, 1968 as amended in 1977 (the "SWDCMA/MTSA 1968 AGREEMENT");

WHEREAS, MTSA has entered into an agreement dated March 15, 2010 with the Delaware County Regional Water Quality Control Authority ("DELCORA") and SWDCMA has entered into an agreement dated December 21, 2009 with DELCORA pursuant to which DELCORA will begin to convey sanitary sewage from SWDCMA, MTSA and all other municipalities currently connected to the BRPCF to DELCORA through a pump station on SWDCMA property and force main to be designed, constructed, owned and operated solely by DELCORA (the "DELCORA FACILITIES");

WHEREAS, MTSA has proposed a gravity interceptor along Chester Creek from at or near Baltimore Pike to the DELCORA FACILITIES (the "MTSA INTERCEPTOR") which gravity interceptor is to be constructed in three phases ("PHASE 1, 2, 3"). PHASE 1 is estimated to be completed on or before December 31, 2014, and is the construction of the portion of the MTSA INTERCEPTOR that will

carry waste collected in the MTSA service area starting at the Glen Riddle Siphon into the SWDCMA CCI in the vicinity of Knowlton Road, into which such waste will be discharged; PHASE 2 is estimated to be completed on or before May 1, 2017 and will extend the MTSA INTERCEPTOR from the vicinity of Knowlton Road to the DELCORA FACILITIES and as a consequence, upon completion of Phase 2, no flows collected by MTSA will be conveyed by the SWDCMA CCI; PHASE 3 of the MTSA INTERCEPTOR will extend the MTSA INTERCEPTOR to or near Baltimore Pike. As referred to hereinafter, "IMPLEMENTATION of PHASE 1" and "IMPLEMENTATION of PHASE 2" shall mean the completion of construction and placement into full service of the relevant portion of the MTSA INTERCEPTOR;

WHEREAS, once the DELCORA FACILITIES become operational and start accepting flow from the SWDCMA CCI, the BRPCF shall be decommissioned by DELCORA in accordance with the procedure ("DECOMMISSIONING PROCEDURE") agreed to by DELCORA, MTSA, SWDCMA and approved by the Pennsylvania Department of Environmental Protection ("PADEP"), and MTSA and SWDCMA shall commence payment to DELCORA of service charges in accordance with their respective agreements;

WHEREAS, the term "Initial Conveyance," as stated in the March 15, 2010 MTSA agreement with DELCORA, shall mean any flow from MTSA service area to the DELCORA FACILITIES including the flows conveyed through the SWDCMA CCI;

WHEREAS, once the DELCORA FACILITIES become operational, the SWDCMA/MTSA 1968 Agreement will cease, terminate and be null and void and no longer binding on the parties. Pursuant to the terms of this Global Agreement, MTSA shall not pay conveyance charges to SWDCMA for use of the SWDCMA CCI until the MTSA INTERCEPTOR Phase 1 and Phase 2 are operational (estimated completion date of May 1, 2017);

WHEREAS, DELCORA requires an easement over real property owned by

SWDCMA in order to construct and maintain the DELCORA FACILITIES. Such easement has been granted by SWDCMA to DELCORA pursuant to the terms of an

Easement Agreement between SWDCMA and DELCORA dated September 7, 2012 (the "SWDCMA/DELCORA EASEMENT AGREEMENT");

WHEREAS, due to hydraulic overloads in the SWDCMA SYSTEM resulting from combined SWDCMA and MTSA sanitary flows, a limitation on connections to the SWDCMA SYSTEM has been imposed and is currently in place. The limitation prohibits the issuance without prior approval from PADEP of building permits in Middletown Township, Aston Township and other municipalities whose sewer facilities connect to or are conveyed by the SWDCMA SYSTEM;

WHEREAS, in order for SWDCMA and MTSA to convey their sanitary sewage to DELCORA through the DELCORA FACILITIES, the parties hereto wish to grant, assign and convey various easements, rights and sewage conveyance facilities to each other, as specifically set forth in this Global Agreement and further facilitate connections under the SWDCMA and MTSA Connection Management Plans under the control of PADEP; and

WHEREAS, the parties wish to fully and finally resolve any and all issues that have arisen among them since they entered into the SWDCMA/MTSA 1968 Agreement.

NOW, THEREFORE, with the intention of being legally bound, MTSA, SWDCMA and Aston are entering into this Global Agreement to memorialize the various agreements that they have reached.

1. DELCORA.

- a. DELCORA FACILITIES. In order for SWDCMA and MTSA to convey their sanitary sewage to DELCORA's treatment plant(s), DELCORA has agreed to construct the DELCORA FACILITIES on lands inter alia owned by SWDCMA. Except as expressly set forth herein, SWDCMA and MTSA shall each be

responsible for constructing, at their own respective expenses, any and all force mains, interceptors and related facilities necessary to convey their respective sanitary sewage to the DELCORA FACILITIES. To the extent that MTSA or SWDCMA requests modifications to the DELCORA FACILITIES after completion of the pump station design phase of the DELCORA FACILITIES (i.e., plan set completed by DELCORA for bidding), such requesting party shall be responsible for one hundred (100%) percent of the costs of such modifications. To the extent that DELCORA requires any easements over real property owned by SWDCMA in order to construct and maintain the DELCORA FACILITIES, such easements shall be granted by SWDCMA to DELCORA pursuant to the terms of the SWDCMA/DELCORA EASEMENT

AGREEMENT. The cost of the easement acquisition, including reimbursement for the value of the easement, shall be in accordance with the terms set forth in 1.b.ii of this Global Agreement. The value of the easement shall be determined by a certified appraiser mutually agreed upon by SWDCMA and DELCORA.

- b. Once the DELCORA FACILITIES become operational, DELCORA will take any and all steps necessary to decommission the BRPCF. Provided MTSA and SWDCMA have amended their treatment agreements with DELCORA, as contemplated by 1.b.i of this Global Agreement, MTSA hereby agrees to pay to DELCORA a portion of the DECOMMISSIONING PROCEDURE cost of the BRPCF, up to a maximum of \$1.5 million, plus interest associated with MTSA's share of the cost of the DECOMMISSIONING PROCEDURE. MTSA's payment to DELCORA shall be made in accordance with the following terms:
 - i. MTSA and SWDCMA shall take any and all steps necessary to amend/supplement their respective treatment agreements with DELCORA so that the decommissioning cost of the BRPCF will be assumed by DELCORA as part of the construction and financing of the DELCORA FACILITIES. It is the understanding of the parties that DELCORA is amenable to amending the treatment agreements and to assuming the cost of decommissioning the

BRPCF.

- ii. Reimbursement to DELCORA for the cost of the DECOMMISSIONING PROCEDURE and associated debt service for the BRPCF, and for the cost of the easement acquisition pursuant to 1.a of this Agreement shall be allocated between the Users of the DELCORA Facilities. (Any municipality that sends flows through the DELCORA FACILITIES, by way of direct connection to the DELCORA FACILITIES or otherwise, is hereby defined as a "User"). This allocation shall be based on the percentage of the contributing municipalities' flows through the DELCORA FACILITIES, which shall be recalculated on an annual basis. (By way of example, if SWDCMA and MTSA are the only Users and convey equal amounts of sanitary sewage to the DELCORA FACILITIES, the reimbursement to DELCORA shall be shared equally). By way of example, when and if flows are sent through the DELCORA FACILITIES to the DELCORA treatment plant from Chester Heights Borough, Rose Valley Borough and/or Edgmont Township, and/or any other municipality, such municipality or municipalities shall begin paying a percentage of the annual total debt service for the construction of the DELCORA FACILITIES and the decommissioning of the BRPCF and associated debt service and for the cost of the easement acquisition pursuant to 1.a hereof in a proportion equal to the percentage of the total flows through the DELCORA FACILITIES that the flows of such additional municipality or municipalities represent.
- c. MTSA and SWDCMA shall take any and all steps necessary to further amend/supplement their respective treatment agreements with DELCORA to specifically provide for interim metering (which shall constitute metering by DELCORA prior to the completion of the MTSA INTERCEPTOR) by DELCORA of MTSA's flows. MTSA and SWDCMA are each responsible to reimburse DELCORA for their respective interim metering. The meters must be operational and capture all flows from each Authority prior to the DELCORA

FACILITIES becoming operational.

2. MTSA Chester Creek Interceptor and SWDCMA CCI.

- a. MTSA hereby agrees to transfer ownership of its existing Chester Creek Interceptor and all associated easements from Manhole #1 at Knowlton Road to Manhole #22 at Chrome Run (the "MTSA CCI") to SWDCMA in return for the sum of \$300,000, which shall be paid on a Lease Purchase basis. The MTSA CCI is being sold in "AS IS" condition, subject to the provisions of 2.d of this Agreement. The purchase price for the MTSA CCI shall be paid in 10 annual installments, each in the amount of \$30,000.00, with the first payment due thirty (30) days after IMPLEMENTATION of PHASE 2. Prior to the commencement of the annual installment payments, MTSA will convey flows from SWDCMA through the MTSA CCI without charge. MTSA shall deed the MTSA CCI to SWDCMA promptly after SWDCMA tenders the final payment for the MTSA CCI. SWDCMA, at its sole discretion, may request the deed for the MTSA CCI prior to the tender of the final payment upon execution of a non-interest bearing promissory note containing a confession of judgment clause in a form acceptable to MTSA, however, MTSA will be under no obligation to transfer title until IMPLEMENTATION of PHASE 2.
- b. During the Lease Purchase period, which shall begin when Phase 1 of the MTSA INTERCEPTOR is placed in service by MTSA and MTSA's flows are removed from the MTSA CCI, SWDCMA shall be solely responsible for maintaining the MTSA CCI and SWDMCA CCI and shall be solely responsible for any and all fines levied by any governmental body or agency including, but not limited to, PADEP and the United States Environmental Protection Agency, for any sanitary sewer overflows that occur in the MTSA CCI during the Lease Purchase period and shall hold MTSA harmless from any and all claims arising as a result of the operation of the MTSA CCI during the Lease Purchase period.
- c. SWDCMA shall be solely responsible for monitoring flow in the MTSA CCI

and for determining its available capacity in accordance with the Chapter 94 and Act 537 certification process.

- d. MTSA shall not be liable for any conveyance charges for the use of the MTSA CCI or the SWDCMA SYSTEM until Phase 1 (estimated completion 12/31/14) and Phase 2 (estimated completion 5/1/17) of the MTSA INTERCEPTOR become operational. SWDCMA shall be entitled to retain the full amount of any conveyance charges paid by any other entities that seek to use the MTSA CCI during the term of the Lease Purchase. In the event that IMPLEMENTATION of PHASE 1 occurs after 12/31/14, MTSA shall be solely responsible for any and all fines levied by any governmental body or agency including, but not limited to, PADEP and the United States Environmental Protection Agency as a result of sanitary sewer overflows of the MTSA CCI until such time as the MTSA INTERCEPTOR Phase 1 is operational. In the event that IMPLEMENTATION of PHASE 2 occurs after 5/1/17, SWDCMA and MTSA shall share proportionately, based on actual flows through the SWDCMA CCI, any and all fines levied by any governmental body or agency including, but not limited to, PADEP and the United States Environmental Protection Agency as a result of sanitary sewer overflows of the SWDCMA CCI.
- e. MTSA shall maintain and operate the Glen Riddle pump station until IMPLEMENTATION of PHASE 1, at which time MTSA shall cease all discharges, including from the MTSA's Glen Riddle Pump Station, into the MTSA CCI and the existing MTSA sewer connection to the SWDCMA collection system at Kings Mill shall be permanently disconnected.
- f. MTSA further agrees to file with DEP its Sewage Facilities Plan under Pa. Act 537 for its PHASE 2 INTERCEPTOR as expeditiously as possible and to pursue approval of said Plan, construction and completion of the MTSA PHASE 2 INTERCEPTOR and removal of the MTSA flows from the SWDCMA CCI with all due diligence.

3. Grace Facilities.

- a. Upon the full execution of this Agreement, MTSA will convey, at no cost, to SWDCMA, pursuant to a document and drawing drafted by the Solicitor and Engineer for SWDCMA in a form satisfactory to MTSA's Solicitor, the sewer pipe and a siphon out-fall chamber that were installed by Joseph Grace on land currently owned by MTSA.
- b. In addition, MTSA will grant SWDCMA, at no cost, a non-exclusive 20' wide easement centered on the pipe across MTSA's real property for the said sewer pipe and the siphon out-fall chamber, and an access easement from Mt. Alverno Road that provides SWDCMA with access to the said sewer pipe and siphon out-fall chamber.

4. Payments from MTSA to SWDCMA.

- a. Advanced Payment for Treatment Costs. Upon the full execution of this Agreement, MTSA will pay the sum of Two Hundred Sixty-Two Thousand Five Hundred Eighty Dollars and Seventeen Cents (\$262,580.17) to SWDCMA on account of, and not in lieu of, MTSA's treatment costs payable to SWDCMA through June 30, 2014. MTSA has previously paid SWDCMA the full amount of MTSA's treatment costs through December 31, 2012. The payment contemplated by this paragraph represents an advance payment of the estimated cost of one and one half (1 ½) years of treatment due to SWDCMA from MTSA pursuant to the SWDCMA/MTSA 1968 Agreement; in the event that the cost of one and one half (1 ½) years of treatment does not equal the amount of this estimated payment, the balance shall be reconciled. If there is a deficiency, MTSA shall pay SWDCMA within 30 days. If there is an overpayment SWDCMA shall pay MTSA within 30 days. At each six month interval, MTSA shall notify SWDCMA of its calculations and MTSA shall be responsible for any additional treatment costs due SWDCMA in accordance with the SWDCMA/MTSA 1968 Agreement. MTSA shall be responsible for treatment

costs from June 30, 2014 until the DELCORA FACILITIES become operational, and shall make such payments in accordance with the SWDCMA/MTSA 1968 Agreement. In the event the DELCORA FACILITIES become operational before June 30, 2014, within thirty (30) days after the DELCORA FACILITIES become operational, SWDCMA shall refund any overpayment of treatment costs.

- b. Sixty Thousand (\$60,000.00) Dollar Payments. In addition, upon the full execution of this Agreement, MTSA shall pay \$60,000.00 to SWDCMA and \$60,000.00 to Aston Township.
- c. New Connection Payments (\$2,500.00). Effective as of the date this Agreement is fully executed, MTSA will increase the amount of the voluntary advance capital contribution that it pays to SWDCMA for each additional new connection to Two Thousand Five Hundred (\$2,500) Dollars for all new connections of properties of MTSA customers, and shall continue to make such payments until THE DELCORA FACILITIES are operational, after which no further payments will be made to SWDCMA for new connections. Each payment shall be made within thirty (30) days after MTSA receives the tapping fee for a new connection with the exception of the Elwyn-Skycrest Subdivision. Upon the recording of the Elwyn – Skycrest Subdivision Plan in the Office of the Recorder of Deeds for Delaware County, Pennsylvania, MTSA shall pay SWDCMA the advance capital contributions for all of the connections for that subdivision. With regard to the Halcyon Subdivision, MTSA shall not pay any voluntary advance capital contributions to SWDCMA for any connections since Halcyon will pay tapping fees directly to SWDCMA under the existing Intermunicipal Agreement.

5. Easements for and agreements regarding MTSA INTERCEPTOR.

- a. Aston and/or SWDCMA will convey to MTSA all easements and/or rights-of-way, owned by Aston and/or SWDCMA, required by MTSA to permit the

construction, installation and maintenance of all three phases of the MTSA INTERCEPTOR to the DELCORA FACILITIES.

- b. MTSA believes that the requisite easements extend through the parking lot and driveways of the Aston-Middletown Little League Complex and the open space between Catania Way and Chester Creek south of Bridgewater Road in Aston Township. Construction of Phase I of the MTSA INTERCEPTOR through the parking lot and driveways of the Aston-Middletown Little League Complex will be performed in cooperation with, and not to interfere with, the Aston-Middletown Little League program. The cost of preparing and recording the easements (exclusive of any professional fees incurred by SWDCMA in connection with the review of the easement documents) shall be borne by MTSA; however, no additional monies shall be due and owing from MTSA to SWDCMA or Aston Township as compensation for the land that is subject to the easements, other than the payments set forth in this Agreement. MTSA shall restore as reasonably possible to original condition any disturbed areas including paved and unpaved areas.
- c. SWDCMA recognizes that in order for MTSA to build Phases 1, 2 and/or 3 of the MTSA INTERCEPTOR, certain portions of the SWDCMA SYSTEM may need to be relocated. MTSA and SWDCMA recognize that relocating such portions of the SWDCMA SYSTEM is advantageous to the overall scope of the construction of the DELCORA FACILITIES. SWDCMA hereby grants MTSA the right to relocate portions of the SWDCMA SYSTEM to implement any or all phases of the MTSA INTERCEPTOR. Any portions of the SWDCMA SYSTEM that are relocated will be designed, built and tested in accordance with SWDCMA rules and regulations and shall be approved by SWDCMA's engineer, such approval not to be unreasonably withheld. All costs and expenses associated with the relocation of the SWDCMA SYSTEM will be borne solely by MTSA, and the relocation shall be performed in such a manner so as not to interfere with the functioning of the SWDCMA SYSTEM.

6. Approval of Additional Connections.

Upon the execution of this Agreement, SWDCMA and MTSA shall promptly submit to PADEP for its approval revised connection management plans (CMP) which shall list all projects each Authority believes will require connections and/or planning module approvals from the date of this Agreement until the DELCORA FACILITIES become operational. The MTSA New Connection Payments, as set forth in 4.c, including those pertaining to Elwyn-Skycrest Subdivision, are expressly conditioned upon PADEP's approval of the MTSA CMP.

7. Review of Chester Creek Interceptor Act 537 Plan.

SWDCMA and Aston Township shall review, comment and approve the MTSA INTERCEPTOR Phase 1, Phase 2 and Phase 3 Act 537 Plan Special Studies within 30 days of submission.

8. Mutual General Releases.

Except as expressly provided by this Agreement, SWDCMA and MTSA, on behalf of themselves and their successors and assigns, hereby forever fully release and discharge each other from any or all causes of action, claims, costs, fines, governmental levies of any sort, fees and demands of whatever kind on account of all known and unknown claims, losses and damages for sole liability, contribution, indemnity or otherwise as a result of, arising from, or any way connected with or on account of the SWDCMA/MTSA 1968 Agreement and the treatment and conveyance by SWDCMA of MTSA sanitary sewage including, but not limited to, any claims for surcharges or indemnification as a result of inflow and infiltration or the conveyance of sanitary sewage through the MTSA CCI or discharge from the BRPCF.

9. Integration; Binding Effect.

All covenants, duties, rights, obligations, benefits and advantages of the parties hereto shall be binding upon and inure to the benefit of their respective successors and assigns and the then owners or operators of either the SWDCMA SYSTEM and/or the MTSA SYSTEM. Should either SWDCMA or MTSA at any future time transfer their respective Sewer Systems to their respective incorporating municipality, whether by lease, deed or otherwise, or merge or join with another authority, municipal or quasi municipal body of the Commonwealth of Pennsylvania, then this Agreement shall be considered without any further act or deed by either of the parties hereto, assigned to the respective municipal body and the respective assignee shall be subject to all of the obligations and shall be entitled to receive all of the rights and benefits of this Agreement. This Agreement reflects the entirety of the understandings between the parties that are addressed herein, and shall not be modified or amended except in writing executed by the parties.

10. SWDCMA/MTSA 1968 Agreement.

It is expressly agreed that once THE DELCORA FACILITIES become operational, the SWDCMA/MTSA 1968 Agreement will cease, terminate and be null and void and no longer binding on the parties.

11. Authorization.

The parties hereby represent that the execution, delivery and performance of this Agreement has been duly and validly authorized by their respective governing bodies.

12. Dispute Resolution.

In the event of a dispute under this Agreement, the parties agree to arbitration as follows:

- a. It is agreed that any controversy arising in connection with this Agreement may be submitted to binding arbitration pursuant to the Uniform Arbitration Act, 42 Pa.C.S. § 7302-7320, as hereinafter provided. The parties further agree not to commence any suit, action or proceeding at law or in equity based upon any claim that is hereby made subject to arbitration, except for matters of an emergency nature, and this agreement may be presented as a complete defense to any such litigation. The arbitration provisions contained herein shall survive the termination or expiration of this Agreement.
- b. Any party may demand that a dispute or claim be submitted to arbitration, if such demand is made upon the opposing party in writing within two (2) years after the moving party first has knowledge of the dispute. The demand must include the name of the arbitrator selected by the party demanding arbitration, together with a statement of the matter in controversy.
- c. Within thirty (30) days of such demand, the other party shall name its arbitrator. The arbitrators named by the parties shall then select a third, neutral arbitrator. If the other party fails to name an arbitrator, the arbitrator shall be appointed by a court of competent jurisdiction upon application.
- d. Each party shall bear its own arbitration costs and expenses and shall contribute its proportionate share of the costs and expenses of any neutral arbitrator. The costs and expenses of the neutral arbitrator shall include, but not be limited to, the time spent preparing, hearing and deciding the dispute, and any additional costs relating to postage, photocopying, express and messenger delivery charges, long distance telephone charges and travel.

13. Cooperation.

The parties agree to fully cooperate in the execution and implantation of this Agreement and the various performances, documents and related agreements contemplated by this Agreement including, but not limited to, the preparation and recording of all easement agreements.

14. Counsel Fees.

Except as expressly set forth herein, each party shall bear its own counsel fees incurred in connection with the preparation of this Agreement and the documents contemplated hereby.

WHEREFORE, the parties hereto have caused the execution of this Agreement as of the date set forth above.

ATTEST:

SOUTHWEST DELAWARE COUNTY
MUNICIPAL AUTHORITY

By Thomas J. Flanagan
Thomas Flanagan, Secretary

By Nelson J. Shaffer
Nelson J. Shaffer, Chairman

ATTEST:

MIDDLETOWN TOWSHIP,
DELAWARE COUNTY, SEWER
AUTHORITY

By Dean T. Helm, Jr.
Dean T. Helm, Jr., Secretary

By Timothy F. Sullivan
Timothy F. Sullivan, Esquire,
Chairman

ATTEST:

BOARD OF COMMISSIONERS OF
THE TOWNSHIP OF ASTON

By Richard D. Lehr
Richard D. Lehr, Secretary

By James M. Stigale
James M. Stigale, President