
EXHIBIT F140

AMENDMENT TO AGREEMENT OF SALE AND SERVICE,
DATED JANUARY 18, 1983, BY AND AMONG
BOROUGH OF UPLAND AND DELCORA

AMENDMENT TO
AGREEMENT OF SALE AND SERVICE

This Agreement, dated as of the 18TH day of JANUARY, 1983, between the Borough of Upland (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 22nd day of July, 1975.

WITNESSETH:

WHEREAS, the parties hereto entered into a certain Agreement of Sale and Service dated July 22, 1975, and

WHEREAS, certain questions of interpretation have resulted from that agreement, and

WHEREAS, the passage of time has dictated the necessity of certain modifications to that 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 July 22, 1975, between the parties hereto shall remain in full force and effect except as modified or amended by this Agreement.

2. Certain sewer properties are referred to in the Agreement dated July 22, 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 and 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 notice requirements of Article 8 and the cost sharing provisions of Article 13.3 of the original Agreement are consolidated and amended as follows: Rehabilitation, improvement, replacement, additions and repairs to the sanitary sewer system located within the Borough of Upland 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 sewers 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 system, such work shall not be undertaken without 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 manhole 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.

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

BOROUGH OF UPLAND

BY:

Jessie D. Blair
President, Borough Council

ATTEST:

John J. Ramm
Secretary

Approved by:

Richard B. McClinton
Mayor

DELAWARE COUNTY REGIONAL WATER
QUALITY CONTROL AUTHORITY

BY:

John J. O'Malley
Chairman

ATTEST:

Gene J. W. Jones
Secretary

BOROUGH OF UPLAND
DELAWARE COUNTY, PENNSYLVANIA

RESOLUTION NO.

44 of 1983

WHEREAS, the Delaware County Regional Water Quality Control Authority, an authority created by the County of Delaware, Pennsylvania and hereinafter referred to as "Delcora", is the owner of the sewer system located within the Borough; and

WHEREAS, the parties herto entered into a certain Agreement of Sale and Service dated July 22, 1975; and

WHEREAS, Delcora is the owner of the sewer system located within the Borough; and

WHEREAS, Delcora provides sewage collection, conveyance and treatment service to Borough owned homes known generally as Auburn Village, said homes being occupied by private individuals; and

WHEREAS, Delcora bills the Borough for the sewer charges attributable to the homes of Auburn Village; and

WHEREAS, the Borough is desirous that the residents-lessees of the homes of Auburn Village be billed by Delcora for the sewer charges attributable to each home and that the Borough not be billed for the sewer charges attributable to each of the said homes.

WHEREAS, an Agreement must be entered into with Delcora in order for Delcora to bill the residents-lessees of Auburn Village as the Borough desires.

NOW, THEREFORE, BE IT RESOLVED that the President of the Borough Council of the Borough of Upland shall have the authority on behalf of the Borough to enter into an Agreement and Amendment of Agreement of Sale and Service dated July 22, 1975 with Delcora providing that Delcora shall bill the residents-lessees of Auburn Village directly for the sewer charges attributable to each home in Auburn Village and further providing that if any resident-lessee should be delinquent on the payment of sewer charges for more than sixty (60) days, then the Borough will assume responsibility for the unsatisfied sewer charges attributable to the delinquent Auburn Village residence. A copy of said Agreement to be entered into between the Borough and Delcora is attached hereto.

PASSED AND ADOPTED THIS 21st DAY OF *December*, A.D., 1983.

BOROUGH OF UPLAND

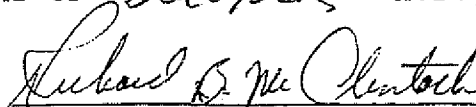
BY: 

President of Council

Attest: 

Borough Secretary

APPROVED THIS 21 DAY OF *DECEMBER* A.D., 1983.


Mayor

AGREEMENT AND AMENDMENT
OF AGREEMENT OF SALE AND SERVICE

AGREEMENT made this 21st day of ~~DECEMBER~~, A.D., 1983, by and between the BOROUGH OF UPLAND, hereinafter referred to as "Borough," and the DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY, an Authority created by the County of Delaware, Pennsylvania, hereinafter referred to as "Delcora," and intended to amend a certain Agreement of Sale and Service entered into between the parties hereto on July 22, 1975.

WHEREAS, the parties hereto entered into a certain Agreement of Sale and Service dated July 22, 1975; and

WHEREAS, Delcora is the owner of the sewer system located within the Borough; and

WHEREAS, Delcora provides sewage collection, conveyance and treatment service to Borough owned homes known generally as Auburn Village, said homes being occupied by private individuals; and

WHEREAS, Delcora bills the Borough for the sewer charges attributable to the homes of Auburn Village; and

WHEREAS, the Borough is desirous that residents-lessees of the homes of Auburn Village be billed by Delcora for the sewer charges attributable to each home and that the Borough not be billed for the sewer charges attributable to each of the said homes.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. All terms and conditions of the Agreement of Sale and Service dated July 22, 1975, and amended January 18, 1983, between the parties hereto shall remain in full force and effect except as modified or amended hereby.

2. Delcora agrees to bill the residents-lessees of Auburn Village for the sewer charges attributable to each of the said homes. A list of addresses being attached hereto, made a part hereof, and marked "Exhibit A."

3. Delcora agrees not to bill the Borough for sewer charges attributable to any home of Auburn Village except as provided in Section 5 hereof.

4. The Borough agrees to be responsible and upon demand by Delcora to pay to Delcora the unsatisfied charges attributable to any tenant lessee who may be delinquent at least sixty days in payment of charges due and owing to Delcora. In the event Borough pays any delinquent bills to Delcora by virtue of this provision, then Borough shall succeed to all Delcora's rights and remedies against tenant lessee.

IN WITNESS WHEREOF, the parties hereto, intending to bind their respective heirs, executors, administrators, and assigns, have hereunto set their hands and seals the day and year first above written.

BOROUGH OF UPLAND

By: Joseph E. Blawie
President of Council

Attest: John J. O'Malley
Borough Secretary

DELAWARE COUNTY REGIONAL WATER
QUALITY CONTROL AUTHORITY

By: John J. O'Malley
Chairman

WITNESS: George J. Wythes
Secretary

FRONT STREET

<u>NAME</u>	<u>ADDRESS</u>	<u>A/C</u>	<u>1983 RENT</u>
Ann Hargan	300 Front	1	\$101.00
Hanna Love	302	2	101.00
Walt Popiel	304	3	101.00
Catherine Carpenter	306	4	101.00
Mr. & Mrs. Phillips	308	5	101.00
Mr. & Mrs. Tarbutton	309	6	148.00
Mildred Polito	310	7	101.00
Anne Herko	311	8	124.00
Elsie Sucich	313	9	124.00
Mr. & Mrs. Woyda	315	10	124.00
Mr. & Mrs. Georgini	317	11	124.00
Mr. & Mrs. Curlett	319	12	148.00

THIRD STREET

Mr. & Mrs. Battersby	300 Third	13	148.00
Mildred Peters	302 Third	14	124.00
Petra Starke	304 Third	15	124.00
Mr. & Mrs. Bennetta	306	16	124.00
Mr. & Mrs. Johnson	308	17	124.00
Mr. & Mrs. Don Kirby	309	18	148.00
Mr. & Mrs. Hunter	310	19	148.00
Mr. & Mrs. McKinney	311	20	124.00
Walter Bolich	313	21	124.00
Josephine French	315	22	124.00
Florence C. Bailey	317 Third	23	124.00
Mr. & Mrs. Eugene Machamer	319	24	148.00

FOURTH STREET

Mr. & Mrs. Joseph Atchinson	301 Fourth	25	148.00
Anna Thomas	303 Fourth	26	124.00
Anna Love	305 Fourth	27	124.00
Mr. & Mrs. Barksdale	307	28	124.00
Mr. & Mrs. Brennan	309	29	124.00
Mr. & Mrs. McClintock	311	30	148.00
Mr. & Mrs. Newlin	401	31	148.00
Mr. & Mrs. Pontillo	403	32	124.00
Doris Stinson	405	33	124.00
Mr. & Mrs. Mustacchio	407	34	124.00
Mr. & Mrs. Barton	409	35	124.00
Mr. & Mrs. Charles Love	411	36	148.00

ARBOR LANE

<u>NAME</u>	<u>ADDRESS</u>	<u>A/C</u>	<u>1983 RENT</u>
Mr. & Mrs. John Kozlowski	101 Arbor	79	\$148.00
Verna Crowley	103 Arbor	80	148.00
Mrs. Louise Wiltsie	105 Arbor	81	124.00
Mr. & Mrs. McKay	107	82	124.00
Mr. & Mrs. Wright	109	83	124.00
Leona Rieck	111	84	124.00
Andrea Williams	113	85	124.00
Mr. & Mrs. Pugh	115	86	148.00

BIRCH LANE

Mr. & Mrs. Bethard	301 Birch	87	148.00
Edna Moretti	303	88	124.00
Mr. & Mrs. Maher	305	89	124.00
Mr. & Mrs. Albany	307	90	124.00
Mr. & Mrs. Robt. Berkey	309	91	124.00
Nellie Swanson	311	92	148.00

CYPRESS LANE

Mr. & Mrs. Albrand	301 Cypress	93	148.00
Violette Poliafico	303	94	124.00
Doris Sands	305	95	124.00
Mildred Riley	307	96	124.00
Margaret Boccella	309	97	124.00
Mr. & Mrs. Crist	311	98	148.00

DOGWOOD LANE

Margaretta Jackson	300 Dogwood	99	101.00
Helen Broomall	301	100	101.00
Eileen Dalton	302	101	101.00
Francis Pauza	303	102	101.00
Margaret Tarbutton	304	103	101.00
Thyra Bartolet	305	104	101.00
Elizabeth Ward	306	105	101.00
Anna Wells	307	106	101.00
Florence Kendra	308	107	101.00
Rose Marks	309	108	101.00
Mr. & Mrs. Roberts	310	109	101.00
Kathleen Ryan	311	110	116.00

ELM LANE

<u>Name</u>	<u>Address</u>	<u>A/C</u>	<u>1983 Rent</u>
Edward Mackey	300 Elm	111	101.00
Russell Joseph	302	112	101.00
Mary Thompson	304	113	101.00
Ralph Sims	306	114	101.00
Helen Yarnall	308	115	101.00
Elizabeth Cliff	310	116	101.00

FERN LANE

Mr. & Mrs. Walls	501 Fern	117	148.00
Mr. & Mrs. Thornton	503	118	148.00
John Wos	505	119	124.00
Mr. & Mrs. Hampton	507	120	124.00
Mr. & Mrs. Leach	509	121	124.00
JoAnn Latham	511	122	124.00
Mr. & Mrs. Swingle	513	123	124.00
Joyce Yates	515	124	148.00

GOLDEN LANE

Mr. & Mrs. Alfonso Wojciechowski	501	125	148.00
Mr. & Mrs. Walter Kozlowski	503	126	148.00
Dorothy Dalton	505	127	124.00
Claire Paige	507	128	124.00
Mr. & Mrs. Hatley	509	129	124.00
Donna Clements	511	130	124.00
Dorothy Reynolds	513	131	124.00
Mr. & Mrs. Fink	515	132	148.00

GRIFFITH ST

Mr. & Mrs. John Machamer	101 Griffith	73	148.00
Mr. & Mrs. Story Harmon	103	74	124.00
Mr. & Mrs. Kerestus	105	75	139.00
Lydia Besse/Debbie Garren	107	76	124.00
Janet Peterson	109	77	124.00
Mr. & Mrs. Vandegrift	111	78	148.00

HEMLOCK LANE

<u>NAME</u>	<u>ADDRESS</u>	<u>A/C</u>	1983 <u>RENT</u>
Mr. & Mrs. Mrak	501 Hemlock	133	148.00
Dorothy & Charlene Davis	503	134	148.00
Florence Allen	505	135	139.00
Mary Creamer	507	136	124.00
Helen Williams	509	137	124.00
Jeanette Romeo	511	138	124.00
Mr. & Mrs. Griffith	513	139	124.00
Mr. & Mrs. Pysher	515	140	148.00

IVY LANE

Mr. & Mrs. Weichert	401 Ivy	141	148.00
Mr. & Mrs. Richard Leonard	403	142	148.00
Mr. & Mrs. Nickson	405	143	148.00
Mary & Margaret Brooks	407	144	124.00
Francis Wanko	409	145	124.00
Mr. & Mrs. Lester Paige	411	146	124.00
Mr. & Mrs. Armour	413	147	148.00
Mr. & Mrs. Edwards	415	148	148.00

JUNIPER LANE

Mr. & Mrs. Abramowicz	400 Juniper	149	148.00
Mr. & Mrs. Fromal	402	150	148.00
Mr. & Mrs. Kenneth Sims	404	151	124.00
Jessica McCarthy	406	152	139.00
Edith Armstrong	408	153	124.00
Maryann Wright	410	154	148.00
Kathryn Raybuck	412	155	148.00
Sandra Freeman	414	156	148.00

WILLOW WAY

<u>NAME</u>	<u>ADDRESS</u>	<u>A/C</u>	<u>1983 RENT</u>
Mr. & Mrs. Bolli	400 Willow	37	148.00
Mr. & Mrs. Weaver	402	38	124.00
Mr. & Mrs. Pristash	404	39	124.00
Mr. & Mrs. DiMaio	406	40	124.00
Mr. & Mrs. Moore	408	41	124.00
Mr. & Mrs. Miller	410	42	148.00
Mr. & Mrs. Evans	412	43	148.00
Mr. & Mrs. Raymond Machamer	414	44	124.00
Edith Atchinson	416	45	124.00
Dorothy Hand	418	46	124.00
Mr. & Mrs. Jones	420	47	124.00
Grace Machamer	422	48	148.00
Mr. & Mrs. Harry Nickson	500	49	148.00
Mr. & Mrs. George Patterson	501	50	148.00
Mr. & Mrs. Talarico	502	51	148.00
Mr. & Mrs. Harry Kirby	503	52	148.00
Mr. & Mrs. Schwolow	504	53	124.00
Mr. & Mrs. Smith	505	54	148.00
Mr. & Mrs. Halvorsen	506	55	124.00
Myrtle Fletcher	507	56	124.00
Shirley Fraim	508	57	124.00
Lester Patterson	509	58	124.00
Mr. & Mrs. Bernard Wojciechowski	510	59	148.00
Dolores Murray	511	60	124.00
Mr. & Mrs. Lewis	512	61	148.00
Judith Morris	513	62	148.00
Bernice Crawford	514	63	148.00
Mr. & Mrs. Parks	515	64	148.00
Mr. & Mrs. Kozak	517	65	148.00
Mr. & Mrs. Mattero	519	66	148.00
Jean LaPorte	521	67	148.00
Gladys Leonard	523	68	124.00
Elizabeth Kemmerly	525	69	124.00
Mr. & Mrs. Collins	527	70	124.00
Mr. & Mrs. Matthews	529	71	163.00
Mr. & Mrs. Nagy	531	72	163.00

BILL OF SALE AND ASSIGNMENT

WHEREAS, the Borough of Upland, A Borough in the Commonwealth of Pennsylvania (the "Seller") has agreed, pursuant to an Agreement of Sale and Service (the "Agreement"), dated July 22, 1975, to sell and convey to Delaware County Regional Water Quality Control Authority (the "Buyer") the real and personal property more specifically described in the Agreement.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Seller, in consideration of \$1.00 and other valuable consideration, the receipt whereof is hereby acknowledged, and intending to be legally bound hereby, does hereby grant, bargain, sell, assign, transfer, set over and deliver to the Buyer all of the tangible and intangible personal property and rights owned by it in connection with the collection and transportation of sanitary sewage and combined sanitary sewage and storm drainage whether located within or outside the Borough limits, including, without limitation, all sewer mains, interceptors, force mains, collection systems, valves, pumps, machinery, equipment, syphons, regulators and tide gates, customer lists and accounts, franchises, licenses, sewage permits, contract rights and related assets, all rights in connection with Federal, State or other grant, loan or similar applications for assistance with sewer projects, to the extent permitted by law, and all documents and papers used or held for use by the Seller in the operation of the sewer properties, but not including cash, bank accounts, securities, inventory or small tools (all being herein referred to together as the "personal property"), all collectors and interceptors used as combined sewers, for sanitary waste and storm

drainage, subject to the provisions of Section 13.3 of the Agreement, but excluding all mains which are used exclusively for storm drainage and all contracts and related rights (excluding accounts receivable and unbilled revenues) arising under any outstanding municipal agreements including, but not limited to, the agreement between the Seller and the Borough of Brookhaven and the Seller and the Borough of Parkside and the Seller and the City of Chester ~~including, without limitation, the items shown on Schedule "A" annexed hereto and incorporated herein.~~ *JK*

TO HAVE AND TO HOLD all and singular the said Property to and for Buyer's and its successors' and assigns' only proper use and behoof forever.

AND the Seller does hereby covenant with the Buyer that it is the lawful owner of the said property, that said property is free from all encumbrances, that the Seller has the power, right and authority to sell and dispose of the said property, and that it will warrant and defend the same against all claims and demands of all persons claiming or demanding the same.

IN WITNESS WHEREOF, the Borough of Upland has caused this Bill of Sale and Assignment to be executed by the President of Borough Council and its official seal to be hereunto affixed, duly attested by the Borough Secretary, all as of the *29th* day of December, 1975.

BOROUGH OF UPLAND

By: *James Richardson*
President of Council

Attest: *Ronald S. Schwalbe*
Secretary

(SEAL OF BOROUGH
OF UPLAND)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF DELAWARE

ON THIS, the Twentyninth day of December, A. D. 1975, before me, the undersigned officer, personally appeared DONALD G. SCHWOLOW who being duly sworn according to law, says that he was personally present at the execution of the within Indenture and saw the common or corporate seal of the Borough of Upland duly affixed thereto; that the seal so affixed is the common or corporate seal of the said Borough of Upland; that the said Indenture was duly sealed and delivered by Donald G. Schwolow of the said Borough of Upland as and for the act and deed of the said Borough for the uses and purposes therein mentioned, and that the names of this deponent as Secretary and of JESSIE RICHARDSON as President of Borough Council of the Borough of Upland, subscribed to the within Indenture in attestation of its due execution and delivery, are in their and each of their respective handwritings.

Donald G. Schwolow

*** TRANSMISSION REPORT ***

AUG-10-98 15:46

ID:6108762728

DELCORA

START TIME	AUG-10-98 15:39
TELEPHONE NUMBER	5669168
NAME(ID NUMBER)	215 566 9168
TRANSMISSION MODE	G3
RESOLUTION	STD
PAGES TRANSMITTED	13
MAILBOX	OFF
SECURITY	OFF
INFORMATION CODE	OK
REDIALING TIMES	00
MACHINE ENGAGED	07'02