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EXHIBIT F154

MERCHANT SERVICE AGREEMENT,  
DATED MARCH 28, 2011, BY AND AMONG  
TD BANK AND DELCORA

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## MERCHANT SERVICES AGREEMENT

This agreement is being provided by TD Bank.N.A. ("we", "us" and "our").  
The merchant named below is referred to as "you", "your" and "yours".

**By signing below, you agree to the following:**

**Components of Agreement** – The agreement between you and us consists of:

- this *Merchant Services Agreement* and the attached *Merchant Services Agreement Terms*
- the *Merchant Application*
- the *Fee Schedule* that we have provided, or will provide, you which sets out our fees and charges; and
- any additional terms for a particular product or service which are provided to you.

Together, these constitute the agreement between you and us and are referred to throughout as the Agreement.

Your use of any product or service covered by the Agreement means that you have received the Agreement that you have read the Agreement and will act as your acceptance of and agreement to be bound by the applicable terms of the Agreement and to pay all fees and charges. However, until we provide merchant services to you, we are not obligated to do so just because you have signed the Agreement.

**What the Agreement Covers** – The Agreement sets out the terms upon which we will provide merchant products and services to you so that your customers may pay for your goods and services by means of credit cards including Visa\* cards and/or debit cards. If applicable, the Agreement replaces your previous merchant services agreement with us.

**Future Products and Services** – If you obtain additional products or services from us in the future, your use of that product or service will act as your acceptance of and agreement to be bound by the applicable terms of the Agreement.

**Use of Information** - In this section, the words *you*, *your* and *yours* means you (the merchant) and if you are not an individual **includes the individuals who are your principals**. The words *we*, *us* and *our* mean the TD Bank, N.A. The word *Information* means your personal and business information (except health information). It includes Information provided to us by you, including through the products and services you use, and obtained from others with your consent. **Use of Information** – You agree that we may use Information: to establish and serve you as our customer; to determine whether any of our products or services are suitable for you and offer them to you; or when required or permitted by law. If you provide us with your Social Insurance Number, we may use it to keep your Information separate from that of other customers with a similar name, including Information obtained through the credit approval process. **Collection and Use of Credit Information** – You agree that we may obtain Information about you from third parties, including through a credit check and criminal background check, and verify Information with them. You authorize those third parties to give us the Information. **Disclosure of Information** – We may disclose Information to other lenders and credit bureaus – this helps establish your credit history and supports the credit process. You agree that we may share Information within the TD Bank Financial Group, where permitted by law. We may also disclose Information to other providers of merchant services so that these providers may offer their services to you. We may also disclose Information to Card Associations in order to process, authorize and authenticate Transactions and comply with regulations of Card Associations. We may disclose Information where otherwise permitted or required by law.

**Receipt of Documents** – You acknowledge and agree that you have received a copy of this *Merchant Services Agreement* and the attached *Merchant Services Agreement Terms*. We may retain a copy in any form, including electronic, of this *Merchant Services Agreement* and destroy the original and you agree that such copy will be considered evidence that you signed this *Merchant Services Agreement* and received the *Merchant Services Agreement Terms*.

**Term** - Subject to earlier termination in accordance with the Agreement, the initial term of the Agreement (the "Initial Term") shall commence on **March 15, 2011** and shall continue for a period of two (2) years from that date and shall expire on **March 15, 2013**. The Agreement shall automatically renew for additional successive two year renewal terms (each a "Renewal Term"), unless either party provides notice to the other party at least sixty (60) days prior to the end of the Initial Term or the then current Renewal Term, as the case may be, that it elects to terminate the Agreement at the end of the Initial Term or the then current Renewal Term.

Delaware County Regional Water Quality Control Authority (DELCORA)  
[Print legal name of merchant]

03/28/2011  
[Print date (mm/dd/yyyy)]

X Stanley R. Kester (authorized signature)  
Stanley R. Kester (Print name)

Chairman, Board of Directors (Title – if applicable)

X Evelyn Yancoskie (authorized signature)  
Evelyn Yancoskie (Print name)

Treasurer, Board of Directors (Title – if applicable)

X Joseph L. Salvucci (authorized signature)  
Joseph L. Salvucci (Print name)

Executive Director (Title – if applicable)

X John J. Pileggi (authorized signature)  
John J. Pileggi (Print name)

Controller (Title – if applicable)

X \_\_\_\_\_  
TD Bank N.A.