

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Application of Aqua Pennsylvania	:	
Wastewater, Inc. pursuant to Sections 507,	:	
1102 and 1329 of the Public Utility Code	:	
for, inter alia, approval of the acquisition of	:	Docket No. A-2019-3015173
the wastewater system assets of the	:	
Delaware County Regional Water Quality	:	
Control Authority	:	

**PETITION TO INTERVENE
OF EDMONT TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA**

Edgmont Township, Delaware County (“Township”), by and through the undersigned counsel, hereby files this Petition to Intervene in the above-captioned matter pursuant to Sections 5.71 through 5.74 of the Regulations of the Pennsylvania Public Utility Commission (“Commission”) [Regulations, 52 Pa. Code §§ 5.71 - 5.74]. The Petition is filed in connection with the application (“Application”) of Aqua Pennsylvania Wastewater, Inc. (“APW”) seeking, among other things, Commission approval for the acquisition of the wastewater collection, conveyance and disposal system and other assets (collectively “DELCORA System”) of the Delaware County Regional Water Quality Control Authority (“DELCORA”), and the right of APW to provide wastewater service to the areas currently served by DELCORA and the DELCORA System, including the Crum Creek Sewer District of the Township¹ (“Crum Creek District”). In support of the instant Petition, the Township avers as follows:

¹ Edgmont has the right to convey up to 350,000 gallons per day of sanitary sewage from the Crum Creek District to DELCORA using the portions of the DELCORA System for collection, conveyance and ultimate treatment and disposal.

1. The Township is a Pennsylvania Township of Second Class, situate in Delaware County Pennsylvania, and having an address of 1000 Gradyville Road, P.O. 267, Gradyville Road, Gradyville, Pennsylvania, 19039.

2. By that certain *Agreement* dated October 17, 2012 (“Edgmont/DELCORA Agreement”), the Township contracted with DELCORA to extend, build and operate the DELCORA System to provide sanitary sewer services to the Crum Creek District. A copy of the Edgmont/DELCORA Agreement (without exhibits) is attached hereto and made a part hereof as Exhibit “A”.

3. Pursuant to the Edgmont/DELCORA Agreement, DELCORA and the Township completed the portion of the DELCORA System and placed the same into service on or about February 1, 2016 (“In Service Date”).

4. Since the In Service Date, the Township has witnessed the connection of approximately 98% of the users in the Crum Creek District to connect to and use the DELCORA System.

5. Importantly, the Edgmont/DELCORA Agreement provides for, among other things:

a. The process and components which are permitted to be charged by DELCORA to customers in the Crum Creek District, which process does not include PUC rate approval.

b. The right of the Township to purchase outright, upon proper notice, the portion of the DELCORA System servicing the Crum Creek District.

c. The right of the Township to divert flow from the DELCORA System servicing the Crum Creek District

d. A prohibition against the sale, lease or conveyance any other interest in any part or all of the DELCORA System servicing the Crum Creek District, without first having obtained the written approval of the Township.

e. A right of first refusal in favor of the Township to purchase the portion of the DELCORA System servicing the Township should DELCORA sell, lease or convey any other interest in any part or all of DELCORA System servicing the Crum Creek District.

f. The right to of the Township to provide consent to any contemplated assignment of the Edgmont/DELCORA Agreement.

g. That successors and assigns of DELCORA in and to the Edgmont/DELCORA Agreement are bound by the terms of the Edgmont/DELCORA Agreement.

4. The Edgmont/DELCORA Agreement has not been amended and remains in full force and effect.

5. As indicated above, it is the Township's understanding that the portion of the DELCORA System servicing the Crum Creek District pursuant to the Edgmont/DELCORA Agreement are included in the instant Application for which APW and DELCORA seek approval from the Commission.

6. The Township has a substantial interest in the outcome of the Application and the instant proceeding.

7. On December 30, 2019, the Commission established Docket No. A-2019-3015173 for document management purposes only when it acknowledged receipt of APW's Letter/Notice of Licensed Engineer and Utility Valuation Expert Engagement regarding the proposed acquisition of the DELCORA System.

8. On or around March 3, 2020, APW filed the Application seeking Commission approval to acquire DELCORA and provide wastewater service to areas served by DELCORA, including the Crum Creek District.

9. On or about June 11, 2020, the Commission conditionally accepted the Application at Docket No. A-2019-3015173 (“PUC Conditional Acceptance”).

10. The Township has not been presented with any evidence that no harm will come from the proposed transfer of the DELCORA System to APW, nor has any of evidence of substantial benefit to the ratepayers of the Crum Creek District been presented to the Township.

11. The Application violates the Township’s rights under the Edgmont/DELCORA Agreement and the Township has not waived its rights in connection therewith.

12. The interests of the Township in the Application and its impact on the Township’s rights under the Edgmont/DELCORA Agreement are significant and substantial and not adequately represented by any party to this proceeding.

13. The Township may also take such other legal action as may be required to protect its rights under the Edgmont/DELCORA Agreement to which consideration of the Application may become collateral and necessary.

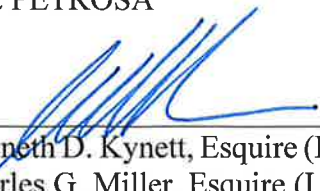
14. The Attorneys for the Township are:

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WHEREFORE, Edgmont Township, respectfully requests that the Pennsylvania Public Utility Commission grant its Petition to Intervene, providing the Edgmont Township with full-party status in this proceeding, as well as any other relief as it deems necessary.

Respectfully submitted,

PETRIKIN, WELLMAN, DAMICO,
BROWN & PETROSA

By: 
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Attorneys for Edgmont Township

Dated: June 15, 2020

EXHIBIT "A"

EDGMONT/DELCORA AGREEMENT

AGREEMENT

This Agreement is made the 17th day of October 2012 by and between **EDGMONT TOWNSHIP**, a Pennsylvania Township of the Second Class (the "Township") and the **DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY, A PENNSYLVANIA MUNICIPAL AUTHORITY ("DELCORA")**.

DELCORA is an operating authority subject to the provisions of the Municipality Authorities Act of 1945 as amended and reenacted; and

DELCORA has heretofore constructed and now has in operation a sanitary sewage system and all appropriate facilities including a sewage treatment plant, for the collection, treatment and disposal of sanitary sewerage (the "**DELCORA System**"); and

The Township is planning for the public sewer needs of the Crum Creek Sewer District which encompasses the eastern portion of the Township (the "**Crum Creek Sewer District**") and has arranged, or will arrange, for the construction of a system for the collection and conveyance of sanitary sewage serving the eastern portion of the Township (the "**Crum Creek Sewer District System**") to the DELCORA System in accordance with and limited to the Township's Act 537 Plan, entitled *Edgmont Township, Delaware County, 2010 Act 537 Special Study Crum Creek Sewer District*, prepared by Bradford Engineering Associates, Inc., dated August, 2010, revised February, 2011 Crum Creek Sewer District (the "**Act 537 Plan**"), as the same may be amended from time to time. The current Act 537 Plan is attached hereto and incorporated herein as **Exhibit "A"**; and

Pursuant to the terms of this Agreement, DELCORA has offered to provide certain public sanitary sewer services as set forth herein to the Crum Creek Sewer District of the Township such that the sanitary sewage in the Crum Creek Sewer District of the Township can be collected and transported using the Crum Creek Sewer District System through the Central Delaware County Authority ("**CDCA**") collection and conveyance facilities (the "**CDCA System**") to the DELCORA System for treatment and ultimate disposal and discharge; and

Subject to the provisions of this Agreement, the Crum Creek Sewer District System will be financed, designed, constructed, installed, owned, operated, maintained and repaired by DELCORA which will initially pay all of the costs of such finance, design, construction, installation, operation, maintenance and repair (including without limitation, reimbursement to the Township for costs incurred by the Township in connection with the Crum Creek Sewer District System and CDCA System, which reimbursement shall be made at such time as DELCORA shall close on its financing for the costs of construction of the Crum Creek Sewer District System); and

The Crum Creek Sewer District System, consisting of a pump station(s), gravity lines, force mains and other appurtenances necessary thereto, will be designed, constructed, operated and maintained to meet the requirements of the Pennsylvania Department of Environmental Protection (the "DEP"), the Township and DELCORA.

NOW, THEREFORE, in recognition of the above recitals, in exchange for the mutual consideration set forth herein, the legal sufficiency of which each party hereby acknowledges, and intending to be legally bound, the parties hereby agree as follows:

1. Background. The foregoing Background recitals are incorporated herein as if each was fully set forth at length.
2. Service Area. The area of the Township to be serviced by the Crum Creek Sewer District System, pursuant to this Agreement, is designated as the Crum Creek Sewer District and is set forth on **Exhibit "B"** which is attached hereto and made a part hereof.
3. Design, Construction, Payment and Assessment. DELCORA shall design and construct, or cause to be designed and constructed, the Crum Creek Sewer District System within the Crum Creek Sewer District, at its initial sole cost and expense, provided that:
 - a. Prior to commencement of construction of the Crum Creek Sewer District System, its design shall have been approved by the Township, DEP, DELCORA and any other agency or entity with jurisdiction thereover. The design of the Crum Creek Sewer District System shall be in accordance with the Township's Act 537 Plan.
 - b. The Township shall have the sole and continuing responsibility for its Act 537 Plan and any amendments thereto. DELCORA shall have responsibility for implementing the Act 537 Plan, as amended from time to time, as it relates to the Crum Creek Sewer District, in accordance with the Act 537 Plan.
 - i. The Township shall select the engineer to design the Crum Creek Sewer District System and DELCORA shall be responsible for payment of the engineer's services for such work, either initially or through reimbursement to the Township.
 - ii. The Act 537 Plan shall be implemented by DELCORA in accordance with the approved Implementation Schedule (the "**Implementation Schedule**"). The Act 537 Plan Implementation Schedule is attached hereto and incorporated herein as **Exhibit "C"**.
 - c. Subject to the provisions of this Agreement, the Crum Creek Sewer District System will be financed, designed, constructed, installed, owned, operated, maintained and repaired by DELCORA which will initially pay all of the costs of such finance, design, construction, installation, operation, maintenance and repair, not

including costs under Paragraph 13 hereof, (including without limitation, reimbursement to the Township for costs incurred by the Township in connection with the Crum Creek Sewer District System and CDCA System, which reimbursement shall be made at such time as DELCORA shall close on its financing for the costs of construction of the Crum Creek Sewer District System); and

d. The costs of the Crum Creek Sewer District System shall be the actual costs incurred by DELCORA and the Township in connection with the financing, design, construction and installation of the Crum Creek Sewer District System (collectively the "Actual System Costs") shall be assessed against each property benefited or accommodated now or in the future by the construction and operation thereof (the "Assessment") in accordance with this Agreement. DELCORA and the Township shall agree upon the method and schedule of payment of the Assessment by the owners of the properties within the Crum Creek Sewer District System to be utilized to adequately service the debt incurred to pay for the Actual System Costs. The method and schedule of payment shall be determined prior to such Assessment being implemented.

e. To the extent possible, DELCORA shall assist property owners needing grinder pumps by obtaining bulk purchase pricing to help reduce the price of the grinder pumps to be paid by those property owners under Paragraph 13 hereof. Provided, however, that DELCORA shall not be responsible for the costs of or purchasing any grinder pumps under this Agreement.

f. Both DELCORA and the Township shall also endeavor, where possible, to cause all or portions of the Crum Creek Sewer District System, where possible, to be constructed by private developers in connection with private development; and to the extent practicable, without reimbursement for subsequent connections. All such construction shall be done under DELCORA's supervision and inspection.

g. DELCORA shall indemnify, defend and hold the Township, its elected and appointed officials, employees, agents, servants, successors and assigns harmless from and against all claims, demands, suits, actions, penalties, fines, expenses (including reasonable attorney and other professional fees) and liabilities of any kind or nature whatsoever arising out of or connected directly or indirectly to the implementation of the Act 537 Plan or the failure to timely do so.

h. The Township shall indemnify, defend and hold DELCORA, its appointed officials, employees, agents, servants, successors and assigns harmless from and against all claims, demands, suits, actions, penalties, fines, expenses (including reasonable attorney and other professional fees) and liabilities of any kind or nature whatsoever arising out of or connected directly or indirectly to the content of the Act 537 Plan.

4. Grant Funding. DELCORA shall endeavor to timely, properly and fully utilize any Grant Funds obtained by or on behalf of the Township and available for the construction of the Crum Creek Sewer District System. In addition:

a. DELCORA shall indemnify, defend and hold the Township, its elected and appointed officials, employees, agents, servants, successors and assigns harmless from and against all claims, demands, suits, actions, penalties, fines, expenses (including reasonable attorney and other professional fees) and liabilities of any kind or nature whatsoever arising out of or connected directly or indirectly to the application for and use by DELCORA of any grant or similar funding for the Crum Creek Sewer District System project.

c. The Township shall indemnify, defend and hold DELCORA, its appointed officials, employees, agents, servants, successors and assigns harmless from and against all claims, demands, suits, actions, penalties, fines, expenses (including reasonable attorney and other professional fees) and liabilities of any kind or nature whatsoever arising out of or connected directly or indirectly to the application for and use by the Township of any grant or similar funding for the Crum Creek Sewer District System project.

5. Easements. The Township shall acquire all easements and rights-of-way necessary or convenient to the design and construction of the Crum Creek Sewer District System. DELCORA shall reimburse the Township for all costs related to such acquisition, with the cost of same being added to the cost of the Crum Creek Sewer District System and being collectable by DELCORA as provided in this Agreement. DELCORA shall not be responsible for any delay the Township may incur in its acquisition of the easements. The Township hereby grants to DELCORA free and uninterrupted use, liberty and privilege of, and passage in and along all public lands, roads, streets, alleys and ways owned by the Township, as may be necessary for the design, construction and maintenance of the sewers, together with free ingress, egress and regress to and for DELCORA, its agents, successors and assigns at all times and seasons; provided, however, that: in operating and maintaining the sewers and sewage related facilities, DELCORA will comply with all Township ordinances and other duly enacted laws regulating the use of public lands, roads, streets, alleys and ways; and DELCORA will restore the said lands, roads, streets, alleys and ways to the condition which existed prior to the commencement of any construction, maintenance or repair. In the event that DELCORA fails to restore the said lands as set forth herein, the Township, after notice to DELCORA, may perform such restoration and bill the cost of same to DELCORA; provided that all such costs shall be added to the cost of the Crum Creek Sewer District System and be collectable by DELCORA as provided in this Agreement.

6. Financing and Completion. Subject to the terms of this Agreement, DELCORA agrees to finance, design, construct and install sewers and any sewage related facilities described in the Act 537 Plan for the Crum Creek Sewer District. Such financing shall include without limitation, a) amounts necessary to reimburse the Township for all costs and expenses expended by the Township in connection with CDCA and the CDCA System, the Crum Creek Sewer District System and/or the Crum Creek Sewer District, which amounts shall be paid to the Township, in full, at the time financing is obtained, and b) amounts necessary to retire the Township's obligations for

any CDCA financing already in place. DELCORA shall have the Crum Creek Sewer District System constructed and ready for connection to such other facilities as the Township may arrange for conveyance to the CDCA System in accordance with the Implementation Schedule.

7. Measurement of Township Sewer Flows. DELCORA shall cause meters to be installed and maintained at points in the Crum Creek Sewer District System requested by the Township to enable DELCORA to accurately measure the flow of sanitary sewage conveyed throughout the Crum Creek Sewer District System for the purpose of differentiating between the flow conveyed from any sewer districts the Township may establish.

a. Meters will be installed in strict accordance with the manufacturer's specifications unless the specifics of the installation site make this impossible. In so far as possible and practicable, equivalent or next best available technology will be utilized and maintained for measurements of the flow from the Township so as to allow for the most accurate apportionment of flow to each municipality in the CDCA System.

b. Meter technology will be based on industry standards for wastewater flow measurement.

c. On site flow rate and flow total recording equipment will be utilized on all measurement points to provide for backup record keeping capability.

d. Totalizers will be utilized to compute total daily flow from each measurement point for the purpose of accurate recording of flow.

e. Records will be kept of the material balance of flows leaving the Crum Creek Sewer District System. Analysis of the balance will be done at least monthly, by DELCORA with written summary reports provided to the Township on the same monthly basis.

f. DELCORA will maintain historical records of the wastewater flow through the station meters for inspection by the Township upon the Township's written request.

g. Meters will be maintained, inspected and calibrated for accuracy yearly or more frequently if required by conditions or circumstances, by an independent company qualified to make such inspections and calibrations as part of annual operating costs, with written reports provided to the Township following any maintenance, inspection or calibration.

h. At the reasonable request of the Township, meters will be removed and sent to the meter manufacturer or another qualified company for absolute calibration in a flow proving loop. During any time when a meter is out of service and accurate

flows cannot be determined, the meter outage period estimates will be made by DELCORA of flow based on historical flows.

i. The Township shall have the right of access at all times to all meters for inspection or other data verification purposes.

j. 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 based on historical flows, for use in place of meter readings.

8. Duty to Connect. The Township agrees that within ninety (90) days of execution of this Agreement, or such other time as may be required by law, the Township shall enact rules and regulations requiring occupied properties, and properties that become occupied during the term hereof, in the Crum Creek Sewer District to connect to the Crum Creek Sewer District System, as provided by and in accordance with Section 2502 of the Second Class Township Code (Act of May 1, 1933, reenacted and amended November 9, 1995, as amended); provided, however, that the Township may include such limited exemptions as the Township may deem necessary or advisable.

9. Standards, Rules and Regulations. DELCORA's duties hereunder shall be contingent upon the Township acting to adopt rules and regulations which, at a minimum offers equivalency with DELCORA's then effective standards, rules and regulations. At any time when DELCORA has separate standards, rules and regulations applicable to flows transported to its Western Regional Treatment Plant versus those transported to Philadelphia's Southwest Treatment Plant, the Township shall adopt rules and regulations that are, at minimum as stringent as the most stringent combination of the two. The Township shall adopt rules and regulations which, at a minimum, offer equivalency to any amendments to such standards, rules and regulations as soon as practicable after DELCORA's passage of any such amendment, unless the Township's then effective rules and regulations already offers such equivalency.

a. The Township may adopt such rules and regulations by reference, provided that the Township shall include criminal and civil penalties, as permitted by law, for violations of such rules and regulations.

b. DELCORA will enforce the standards, rules and regulations and the Township will take such action as may be necessary or convenient to give it authority to do so.

10. Non-Residential Connections. DELCORA will establish and operate a pretreatment program in the Township for all non-residential users of the Crum Creek Sewer District System. As part of the pretreatment program, the Township acknowledges that any and all non-residential users discharging into the sewers shall be required to have a permit issued by DELCORA prior to releasing any discharge. The Township agrees to cooperate with DELCORA in identifying non-residential users in the Crum Creek Sewer District; both those in operation at the inception of this Agreement and those who begin

to operate thereafter. The Township shall adopt rules and regulations requiring all non-residential users to comply with the pretreatment program and obtain a discharge permit, granting DELCORA the power to enforce such requirement and setting civil and criminal penalties for the failure to do so, as permitted by law.

11. Improper Discharges. The Township will provide DELCORA with such assistance as it may reasonably require in determining the source of any improper wastewater discharge. DELCORA shall be the Township's agent in prosecuting and/or initiating civil action against any person or entity who is a source of improper discharge. All damages caused to either DELCORA's or the Township's property as a result of improper discharge shall be recoverable from the person or entity that is the source of such discharge

12. Capacity and Future Development. The parties acknowledge that the Township is presently permitted to contributing a maximum of 350,000 gallons of daily flow to the CDCA System (the "**Township Capacity**"). DELCORA represents and warrants to the Township that DELCORA has and will maintain the ability to treat and discharge the Township Capacity through the DELCORA System and the Crum Creek Sewer District System, during the Term of this Agreement. Should the Township require additional capacity to accommodate existing or future needs, the Township shall be solely responsible to acquire such capacity and DELCORA will use its best efforts to accept, treat and discharge any such additional capacity acquired by the Township.

13. Maintenance. During the Term of this Agreement, DELCORA shall without limitation, maintain the sewers from any main up to the curb line. Property owners shall own and be responsible for installation and maintenance of the remainder of the lateral and the proper operation and maintenance of the plumbing facilities on the property. Where grinder pumps are utilized, the property owner shall own and be responsible for the maintenance and proper operation of the grinder pumps in accordance with DELCORA's rules and regulations for same. Prior to connecting to the system, each property owner shall be required to obtain a discharge permit from DELCORA, which shall contain a provision granting DELCORA such access to the property as may be necessary to perform its maintenance functions hereunder, including without limitation inspection of property laterals in order to identify any necessary remediation of infiltration and inflow. Nothing in this paragraph shall obligate DELCORA or the Township to maintain, remediate or install individual laterals and grinder pumps for property owners.

14. Other Agreements. This Agreement shall be contingent upon the Township reaching such agreements, satisfactory to the Township, as may be necessary to connect the Crum Creek Sewer District System to the CDCA System, including without limitation, any agreements required with any other municipality in which any part of the Crum Creek Sewer District System may be located. Neither the Township nor DELCORA shall permit any customers to convey sewage through the Crum Creek Sewer District System, unless such customers have entered into appropriate Agreements

with the Township and DELCORA, and such other agencies or entities with jurisdiction thereover.

15. Act 537 Approval. The parties acknowledge that every planning module proposing connection to the Crum Creek Sewer District System shall require Act 537 approval from the Township and DELCORA for collection; CDCA and such other municipality as the Township may contract with for conveyance to CDCA's interceptor, or that municipality's sewer authority, as the case may be, for conveyance; and DELCORA and the City of Philadelphia for treatment. DELCORA shall provide the Township with Chapter 94 reports for the Crum Creek Sewer District System at no cost to the Township and on a schedule which permits the Township to comply with any filing requirements for the Township's own Chapter 94 report.

16. Service Charges and Construction Cost Recovery. The parties acknowledge that, subject to the terms of this Agreement and to the extent permitted by applicable law, all costs associated with the design, construction, financing, operation and maintenance of the Crum Creek Sewer District System, including any improvements to existing sewer lines or sewer related facilities, shall be paid exclusively by users of the Crum Creek Sewer District System.

a. The Township hereby grants DELCORA the right to directly bill customers in the Crum Creek Sewer District a Service Charge.

i. "Service Charge" shall be defined as the regular periodic charge to be paid by the customers in the Crum Creek Sewer District to DELCORA.

ii. Service Charge may include pro rata shares (based upon the proportion which the metered flows from the Crum Creek Sewer District System bear to the total flows conveyed to DELCORA) of administrative and general expenses, costs of effective and reasonable operation, maintenance, repair, renewal and replacement of ordinary improvements, costs of design, construction, costs of operating and maintaining flow monitoring and sampling equipment, all amounts required to carry and amortize temporary and bonded indebtedness including required reserve funds and reasonable reserves and all charges from CDCA.

iii. Service Charge and all component parts thereof shall be based upon rates uniform for all users within a particular class in the Township, and shall be equitable between classes of customers and shall not be duplicated or included within any other charge.

b. Construction costs and debt service shall consist of all costs associated with the financing, design, approvals, easements/rights-of-way, and construction of the Crum Creek Sewer District System as defined herein, including amounts necessary to reimburse the Township for all costs and expenses expended by the

Township in connection with its admission to membership in CDCA and connection to the CDCA System, the establishment of the Crum Creek Sewer District System and the design and construction of the Crum Creek Sewer District, which costs will be amortized over the life of, and at the rate of interest charged upon such financing as may be obtained by DELCORA for the construction of the Crum Creek Sewer District.

c. It is contemplated that additional users may convey wastewater through all or a portion of the Crum Creek Sewer District System to deliver wastewater to the DELCORA System for treatment and discharge. Any additional flows accepted by DELCORA will result in a reduction of the proportionate share of the users of the Crum Creek Sewer District's construction costs and debt service for the Crum Creek Sewer District System for all subsequent years.

d. Costs for any non-residential users served by this Agreement who are required to obtain a non-residential discharge permit shall include a volume charge (based upon wastewater flow or water consumption as deemed appropriate by DELCORA) and any applicable surcharges for high strength flows. Such rates and surcharges shall be equitable and consistent with rates and surcharges established for other non-residential users in the DELCORA System. DELCORA's good faith determination as to elements of costs, classifications of customers, size of reasonable reserves and like matters shall be conclusive.

e. All such costs shall be reasonable and shall be applied in a uniform and customary manner to the customers within the Crum Creek Sewer District and any other customers permitted or required to connect to the Crum Creek Sewer District System or any part or portion thereof.

f. Except as set forth in this Section, DELCORA may not bill or charge customers of the Crum Creek Sewer District any other charge or fee, including without limitation, a tapping fee for DELCORA facilities existing as of the date of this Agreement set forth above, without written amendment to this Agreement. It is expressly understood and agreed that DELCORA may charge any uniform and customary connection fee for connecting to the sewer facilities to be designed, constructed and installed by DELCORA as provided for in this Agreement.

17. Audited Statements. DELCORA shall cause to be prepared and certified by an Certified Public Accountant on or before April 30th of each year a report setting forth in reasonable detail the reduction in debt service and remaining debt service schedule for the Crum Creek Sewer District System.

18. Buyback. The Township may acquire the Crum Creek Sewer District System from DELCORA upon eighteen months notice for the sum of One Dollar (\$1.00), plus the principal and any pre-payment penalty remaining and any other costs related to the termination of any debt related to the Crum Creek Sewer District. Should the Township exercise its rights to buy back the Crum Creek Sewer District System under this Section, this Agreement shall automatically terminate.

19. Insurance. DELCORA shall maintain the following types and amounts of insurance during the Term of this Agreement. The Township shall be named as an additional insured in the applicable liability insurance policies:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Worker's Compensation	Statutory
General Liability	\$2,000,000
Excess General Liability	\$5,000,000
Automobile Liability	\$500,000
Excess Automobile Liability	\$5,000,000
Pollution Control and Liability	\$1,000,000

DELCORA will provide the Township with a certificate(s) of insurance evidencing the required coverage and naming the Township as an additional insured. DELCORA further agrees to maintain property damage, and to the extent possible, loss of use coverage on the Crum Creek Sewer District System and the DELCORA System.

20. Diversion of Flow. Should the Township, during any Term, divert all or any portion of the flow from the Crum Creek Sewer District to any other facility while any debt, or the refinancing of any debt, for the Crum Creek Sewer District System remains outstanding, the users of the Crum Creek Sewer District will remain liable for their proportionate share of such debt. The amount diverted (the "**Township Diverted Flow**") shall be the total metered flow diverted from the Crum Creek Sewer District System. The proportional liability for the Township Diverted Flow shall be adjusted annually by dividing the then-current annual flows of the Crum Creek Sewer District to DELCORA by the total annual flows to DELCORA through the Crum Creek Sewer District System.

21. Inspection. Each party shall provide the other from time to time all information relevant to the proper administration of its 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 the other's representatives to examine and inspect its records relevant to the subject matter of this Agreement.

22. Term; Termination; Sale.

a. Except as otherwise provided herein, the term of this Agreement shall be for twenty-five (25) years starting on the date of full execution of this Agreement by the parties hereto (the "**Term**"). The Township shall have a total of five (5) options to extend this Agreement upon its then current terms, with each extension being for a period

of five (5) years; provided, however, that should there be any debt related to the construction of the Crum Creek Sewer District System outstanding at the end of any term and the Township shall elect not to renew or extend this Agreement, the Township shall remain liable to DELCORA for the remaining principal and any pre-payment penalty and any other costs related to the termination of such debt and upon tender of such payment, DELCORA shall promptly convey the Crum Creek Sewer District System to the Township. The Township shall be deemed to have exercised an option to extend at each five (5) year interval unless it gives DELCORA written notice to the contrary one hundred eighty (180) days prior to the expiration of the then current term. Provided, however, that the Term of this Agreement and the options to extend shall depend upon and may be altered by any appropriate extensions of the period of existence of DELCORA and CDCA, and the Township's membership therein.

b. Notwithstanding the foregoing, the Township may terminate this Agreement in the event that the bids for construction of the Crum Creek Sewer District System (including any documented hard and soft costs incurred by the Township in connection with the Crum Creek Sewer District and not listed below), plus/minus the costs listed below, exceed the project engineer's Act 537 Plan estimate of \$11,416,842 for the chosen Crum Creek Sewer District System alternative by more than three million (\$3,000,000.00) dollars, in which case and as a condition of the termination, the Township shall reimburse DELCORA for its reasonable costs and out of pocket expenses as invoiced to the Township.

i. CDCA Buy-in	\$ 362,726
ii. CDCA Cash Reserve	\$ 57,442
iii. CDCA Interceptor Rehab	\$ 324,571
iv. CDCA Interceptor Exp	\$ 1,795,948
v. CDCA Interest Exp	\$ TBD
vi. Grant Proceeds	(\$ TBD)
vii. CCTV Existing System	<u>\$ 250,000</u>

Note: Items i-iv escalated at 3% per year

c. During the Term of this Agreement, including any extension thereof, DELCORA shall not sell, lease or convey any other interest in any part or all of the Crum Creek Sewer District System without prior written approval of the Township, provided however that if DELCORA should desire to sell the Crum Creek Sewer District System, the Township shall have a right of first refusal to purchase the System by paying to or on behalf of DELCORA: i) the remaining principal and any pre-payment, penalties and any other costs related to the termination of debt incurred by DELCORA related to construction of the Crum Creek Sewer District System then outstanding; or ii) if no such sum is outstanding, then the purchase price shall be one dollar (\$1.00). Upon tender of such payment, DELCORA shall promptly convey the Crum Creek Sewer District System to the Township. If requested by either party at any time, a memorandum referring specifically to this requirement shall be recorded at the Office for the Recording of Deeds for Delaware County.

23. Force Majeure. 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, riot, sabotage, public calamity, flood, strike, breakdown of conveyance or treatment facilities, or other event beyond the reasonable control of a party, unless a party shall have failed to take reasonable measures to prevent such damages.

24. Indemnity. Except as otherwise provided in this Agreement to the contrary and to the extent permitted by the Political Subdivision Claims Act, or successor statute, each party agrees to indemnify, defend and save harmless the other against all costs, claims, losses, damages or legal actions of any nature on account of injury to persons or property occurring in the performance of this Agreement due to the negligence or intentional acts or omissions of the indemnifying party, its agents, employees, contractors or subcontractors. The foregoing notwithstanding, DELCORA will indemnify, defend and hold the Township harmless from and against any suit, liability, action or cause of action in any way related to the operation of the DELCORA's System or the collection of any fees in any way related to the DELCORA System or in any claim of successor liability for DELCORA's debt, or any claim related to the DELCORA System, including its conveyance system, or the conveyance or treatment of wastewater therethrough except to the extent that such claim arises out of the Crum Creek Sewer District System or the conveyance of wastewater there through.

25. 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 otherwise expressly set forth herein.

26. 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, unless such illegal or invalid provision contains an unsatisfied precondition to performance.

27. 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.

28. Counterparts. This Agreement may be executed in 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.

29. Successors and Assigns. Except as otherwise provided herein, this Agreement may not be voluntarily assigned by either party without the consent of the other, which consent shall not be unreasonably withheld, conditioned or delayed. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

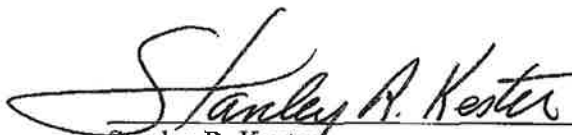
30. Assignment of Charges. DELCORA may assign and/or pledge its rights to receive payments for customers in the Crum Creek Sewer District where required for any financing of the Crum Creek Sewer District System, present or future.

31. Headings. The section headings contained in this Agreement are for reference purposes only and shall affect in any way the meaning or interpretation of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

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

**DELAWARE COUNTY REGIONAL
WATER QUALITY CONTROL AUTHORITY**


Stanley R. Kester
Chairman


Attest: 
David G. Gorbey
Secretary


(Authority Seal)

TOWNSHIP OF EDMONT


Ronald Gravina, Chairman


Joseph Coran, Vice-Chairman


William C. Mackrides, Supervisor

Attest:

Samantha Reiner, Secretary/Township Manager

(Township Seal)

October 17, 2012 Edgmont

VERIFICATION

I, Kenneth D. Kynett, Counsel for Edgmont Township, Delaware County, Pennsylvania, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief), and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

By: _____


Kenneth D. Kynett, Esquire

Dated: June 15, 2020

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Application of Aqua Pennsylvania :
Wastewater, Inc. pursuant to Sections 507, :
1102 and 1329 of the Public Utility Code :
for, inter alia, approval of the acquisition of : Docket No. A-2019-3015173
the wastewater system assets of the :
Delaware County Regional Water Quality :
Control Authority :

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving a true copy of the foregoing document, which was filed via the electronic filing system, upon the participants listed below via electronic mail/efile service in accordance with the requirements of Section 1.54 (relating to service by a participant):

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ermclain@pa.gov

PETRIKIN, WELLMAN, DAMICO,
BROWN & PETROSA

Dated: June 15, 2020

By: 
Charles G. Miller, Esquire (I.D. No.: 91380)
Attorney for Edgmont Township