
EXHIBIT F149

COALITION PARTICIPATION AGREEMENT,
DATED MARCH 21, 2001, DELCORA

JLS

File

Coalition Participation Agreement

This Agreement is made as of this 21 day of March, 2000, between and among the parties (the "Members") whose authorized representatives have executed this Agreement.

WHEREAS, the Delaware River Basin Commission ("DRBC") has been requested by the U.S. Environmental Protection Agency ("EPA"), the States of Delaware and New Jersey and the Commonwealth of Pennsylvania to take the lead in the development of a comprehensive strategy to control toxic pollutants, including PCBs, which impact the Delaware Estuary; and

WHEREAS, in February and March 2000 the Executive Director of DRBC, in an effort to determine whether further controls upon the discharge of PCBs into the Delaware River Basin are necessary, directed 103 industrial, municipal, and other point source wastewater dischargers (including Members) to conduct PCB monitoring of these discharges and to provide DRBC with the data and other information pertaining to PCBs at their facility; and

WHEREAS, DRBC has developed a draft Delaware Estuary PCB Strategy, the purpose of which is to ensure that the DRBC water quality standards for Total PCBs for Zones 2, 3, 4, and 5 of the tidal Delaware River, also called the Delaware Estuary, are achieved by establishing Total Maximum Daily Loads ("TMDLs") for Total PCBs and allocations of the loadings; and

WHEREAS, DRBC will refer its TMDLs and load allocations to EPA for approval and to the appropriate state permitting agencies for use in establishing effluent limitations, schedules and other permit requirements, as appropriate; and

WHEREAS, without admitting any fact, responsibility, fault or liability in connection with any PCBs in the Delaware Estuary, the Members hereto wish to join together and work cooperatively in order to (1) analyze the key scientific, economic and social issues related to DRBC's PCB Strategy and development and implementation of PCB TMDL(s) for the Delaware Estuary; (2) provide input based upon such analysis to DRBC on strategies for addressing PCBs in the Delaware Estuary; (3) monitor, participate in, and develop a constructive dialogue with DRBC on DRBC's development and implementation of its PCB Strategy and its PCB TMDL(s) for the Delaware Estuary; and (4) allocate among themselves common legal, technical, administrative and other costs incurred in connection with these efforts.

NOW, THEREFORE, in consideration of the foregoing, the Members mutually agree as follows:

1. Delaware Estuary TMDL Coalition

The Members hereby organize and constitute themselves as the Delaware Estuary TMDL Coalition (the "Coalition"). Each entity whose authorized representative has executed this Agreement is a Member of the Coalition.

2. Purpose.

2.1 Activities. It is the purpose of this Agreement that the terms hereof shall control the manner and means by which the Members will:

- (a) analyze the key scientific, economic, and social issues raised in the development and implementation of TMDLs for PCBs, in the Delaware Estuary
- (b) organize themselves and interact with DRBC, EPA and the states, as necessary, in an effort to assure the application of (1) sound technical scientific principles and (2) appropriate policy decisions in connection with DRBC's development and implementation of its PCB Strategy and its development and allocation of PCB TMDLs;
- (c) retain Common Counsel and technical consultants;
- (d) raise and spend all reasonably necessary funds to implement these purposes;
- (e) allocate among the Members all costs, incurred or to be incurred as authorized by this Agreement, including but not limited to Shared Costs as defined in Section 6.1 herein;
- (f) take all necessary and reasonable actions to effectuate this Agreement; and
- (g) if agreed to by the Coalition, analyze issues associated with the development and implementation of TMDLs for other substances in the Delaware Estuary.

2.2 Members' Cooperation. The Members agree to cooperate with each other to effectuate the purposes of this Agreement.

3. Organization and Procedures.

3.1 Committees. In order to carry out the purposes of this Agreement, the Members do hereby establish two committees, the Steering Committee and the Technical Committee. The Coalition may establish additional committees.

3.2 Authority to Decide. Except as otherwise provided herein, the Members shall act by and through the Steering Committee, except that the Coalition reserves to itself the right at any time and from time to time directly to authorize action to be undertaken pursuant to this Agreement in accordance with the voting provisions set forth in this Agreement.

- 3.3 Meetings. The Members may authorize or direct actions under this Agreement only at meetings duly held and called for such purpose, which meetings shall be called regularly by the Steering Committee. Meetings of the Coalition may be called for any purpose at any time by any three (3) or more Members of the Steering Committee or by any six (6) or more Members of the Coalition. Meetings may be held by telephone conference call.
- 3.4 Majority Rule. Any matter under this Agreement may be referred to a meeting of the Coalition. The Coalition shall attempt to make decisions by consensus; however, except as otherwise provided herein, on any matter put to a vote, such matter shall be decided by a majority (more than 50%) of the Voting Power (as defined in Section 3.6 of this Agreement) of the Members present in person or by proxy at the meeting.
- 3.5 Notice of Meetings. Whenever feasible, written notice of the time, place, and purpose of any meeting of the Coalition shall be given to each Member entitled to vote at such meeting at least five (5) days and not more than thirty (30) days before the date of such meeting either personally, by mail, by e-mail, by facsimile, or by any other means of written communication, charges prepaid, addressed to each Member in accordance with Section 16 herein. In the event that a meeting is called on less than five (5) days written notice, the Members calling the meeting shall make a reasonable effort to provide notice in fact to every Member.
- 3.6 Voting Power. Each Member shall have a vote as follows:
- (a) Subject to subsection (b) below, each Member shall have one vote; provided, however, that the Coalition may, upon majority vote of existing Members, establish lower membership tiers that allow for reduced financial contributions than standard Membership but that have a reduced level of voting power or no voting power at all ("Voting Power"). In such case, Members in those alternate membership tiers shall have such Voting Power as designated by the Coalition for such membership tier;
 - (b) Unless otherwise agreed to by the Members, no Member may vote at a Coalition meeting unless that Member has paid all financial contributions assessed, due and owing as of the last assessment made pursuant to this Agreement prior to such meeting; any Member having an assessment due and owing that remains unpaid at the time of the meeting may vote only upon payment of the full assessment prior to any vote taking place at the meeting; and
 - (c) Unless otherwise specified herein, any matter within the scope of this Agreement may be decided by vote, if requested by two or more Members, at any Coalition meeting, and all issues voted upon shall be

decided by a majority (more than 50%) of the Voting Power of the Members present in person or by proxy at the meeting.

3.7 Voting by Proxy. A Member eligible to vote at a Coalition meeting may assign in writing using the Coalition Proxy Form attached to this Agreement, its Voting Power to another Member eligible to vote at the meeting.

3.8 Quorum. Thirty percent (30%) of the eligible Voting Power of the Coalition shall be present in person or represented by proxy at any Coalition meeting.

4. Steering Committee.

4.1 Steering Committee Members. Membership on the Steering Committee shall be open to any Member who expresses a willingness to make its representative reasonably available to participate actively in the functions of the Steering Committee.

4.2 Powers and Duties of the Steering Committee. The powers, duties, and responsibilities of the Steering Committee shall include:

- (a) retaining, coordinating, supervising and directing the activities of Common Counsel;
- (b) selecting, retaining, and determining the activities of any contractors and consultants retained for assistance in this matter and seeking advice and assistance in this role from the Technical Committee;
- (c) appointing subcommittees to handle specific matters;
- (d) appointing up to four Members who shall be authorized to approve payments from the Coalition account ("Treasurers") in accordance with Section 7 herein;
- (e) recommending to the Coalition positions, arguments, and policy recommendations for use in dialogue with DRBC, EPA and the states;
- (f) interacting with DRBC, EPA and the states, and other persons with respect to all matters relating to these issues;
- (g) authorizing Cost Assessments in accordance with Section 6.3 herein to fund Shared Costs;
- (h) recommending to the Coalition, if appropriate, tiers of Coalition membership in accordance with Section 6.6 herein;
- (i) establishing, as appropriate, Coalition committees or subcommittees; and

(j) conducting such other activities that are necessary and proper to carry out the purposes of this Agreement.

4.3 Voting. The Steering Committee shall attempt to make decisions by consensus; however, on any matter put to a vote, such matter shall be decided by a majority (more than 50%) of the Voting Power of the Members present in person or by proxy at the meeting.

4.4 Quorum. Thirty percent (30%) of the eligible Voting Power of the Steering Committee shall be present in person or represented by proxy at any Steering Committee meeting.

4.5 Compensation of Steering Committee. The Members of the Steering Committee shall serve as volunteers without compensation from the Coalition.

4.6 Meetings. The Steering Committee may authorize or direct actions under this Agreement only at meetings duly held and called for such purpose, which meetings should be called regularly by the Steering Committee. Meetings of the Steering Committee may be called by Common Counsel for the Coalition or by any two (2) Members of the Committee. Whenever feasible, written notice of the time, place, and purpose of any meeting of the Steering Committee shall be given to each Steering Committee Member entitled to vote at such meeting at least five (5) days and not more than thirty (30) days before the date of such meeting either personally, by mail, by e-mail, by facsimile, or by any other means of written communication, charges prepaid, addressed to each Member on the Steering Committee in accordance with Section 16 herein. In the event that a meeting is called on less than five (5) days written notice, the person(s) calling the meeting shall make a reasonable effort to provide notice in fact to every Steering Committee Member. Meetings may be held by telephone conference call.

4.7 Reports to Coalition and Call for Coalition Meetings. The Steering Committee shall report in writing or otherwise, as appropriate, its decisions, actions, and recommendations to the Coalition from time to time as may be necessary to keep the Coalition fully informed of matters covered by this Agreement, and shall call periodic meetings of the Coalition and refer to such meetings for a vote any matters which, in the judgment of the Steering Committee, shall be referred.

5. Technical Committee.

5.1 Technical Committee Members. Membership on the Technical Committee shall be open to any Member who expresses a willingness to make its representative reasonably available to participate actively in the functions of the Technical Committee.

5.2 Powers and Duties of the Technical Committee. The powers, duties, and responsibilities of the Technical Committee shall include:

- (a) acting in response to requests by the Steering Committee to provide assistance in any technical or scientific matter, including assistance with the activities of any consultants retained in connection with this matter and in reviewing and analyzing technical data, studies and other materials;
- (b) selecting a liaison representative to coordinate activities with the Steering Committee;
- (c) electing a Chairperson of the Technical Committee; and
- (d) monitoring the activities of DRBC's Toxics Advisory Committee ("TAC") and providing regular reports and recommendations to the Steering Committee of key technical issues that should be addressed or further investigated by the Coalition.

5.3 Compensation of Technical Committee. The Members of the Technical Committee shall serve as volunteers without compensation from the Coalition.

5.4 Meetings. Meetings of the Technical Committee may be called by the Chairperson or by any three (3) Members of the Committee. Whenever feasible, written notice of the time, place, and purpose of any meeting of the Technical Committee shall be given to each Technical Committee Member entitled to vote at such meeting at least five (5) days and not more than thirty (30) days before the date of such meeting either personally, by mail, by e-mail, by facsimile, or by any other means of written communication, charges prepaid, addressed to each Member on the Technical Committee in accordance with Section 16 herein. In the event that a meeting is called on less than five (5) days written notice, the Technical Committee Members calling the meeting shall make a reasonable effort to provide notice in fact to every Technical Committee Member. Meetings may be held by telephone conference call.

5.5 Reports to Coalition. The Technical Committee shall report in writing its recommendations and actions to the Steering Committee from time to time as may be necessary to keep the Steering Committee fully informed of its activities.

6. Shared Costs and Assessments

6.1 Shared Costs. All costs incurred or to be incurred on behalf of the Coalition as authorized by this Agreement and by the Steering Committee or the Coalition, including without limitation legal, technical, administrative and other costs for authorized activities, shall be funded by the Coalition as Shared Costs under this Agreement.

- 6.2 Initial Payment. Each Member of the Coalition shall make an Initial Payment in the amount of twenty-five thousand dollars (\$25,000) to fund Shared Costs. Each Member shall submit its Initial Payment to Common Counsel for the Coalition, within thirty (30) days of execution of this Agreement. Common Counsel shall receive the Initial Payments on behalf of the Coalition and deposit them into the Administrative Fund, as defined in Section 7.3 herein.
- 6.3 Cost Assessments. In addition to the Initial Payment, each Member shall also pay Costs Assessments periodically assessed to fund Shared Costs. Notice of Cost Assessments shall be sent to each Member by Common Counsel, upon authorization of assessment by the Steering Committee and according to allocation percentages, if any, established by the Coalition.
- 6.4 Payments. Cost Assessments shall be due and payable within thirty (30) days after receipt of written notice from Common Counsel unless said notice provides otherwise. Common Counsel shall receive all Cost Assessment payments and deposit all payments into the Administrative Fund.
- 6.5 Credits and Reimbursements for Payments Made. All payments of the Initial Payment and Cost Assessments made by any Member shall be credited to that Member, and each Member shall be entitled to credit for, or reimbursement of, any such payments made upon any final accounting by the Steering Committee or its designee or at any other time as deemed appropriate by the Coalition under the terms of this Agreement.
- 6.6 Reduced Contribution Levels. The Coalition may, upon recommendation of the Steering Committee, establish membership tiers that allow for a reduced Initial Payment and/or reduced Cost Assessments, together with reduced voting rights in the Coalition, for certain Members upon good cause shown. To the extent that such tiers are authorized by the Coalition and any qualifying Members elect classification within such lower tier, the Steering Committee shall inform Common Counsel for the Coalition, who shall maintain a master list of the cost allocation status for each Member based upon membership tier for use in collecting Initial Payments and Cost Assessments.

7. Treasurers.

- 7.1 Treasurers. The Steering Committee shall appoint up to four of its Members to serve as Treasurers on behalf of the Coalition.
- 7.2 Powers and Duties of Treasurers. The powers, duties, and responsibilities of each Treasurer, or its designee, shall include:
- (a) overseeing all financial accounts authorized by the Coalition that are necessary to effectuate the purposes of this Agreement, including without limitation the Administrative Fund provided for in Section 7.3 herein;

- (b) receiving, recording, and otherwise administering the payment of, consistent with this Section 7, invoices, bills and change orders submitted to the Coalition by contractors, consultants, and any other persons contracted by the Coalition for purposes of this Agreement;
- (c) reporting to and informing the Members of any and all information required to keep the Members fully informed regarding financial matters related to the Coalition; and
- (d) performing any other duties delegated to and authorized by the Steering Committee necessary to effectuate the purposes of this Agreement.

7.3 Administrative Fund. Common Counsel for the Coalition shall establish a non-interest bearing fund account for purposes of depositing funds received on behalf of the Coalition, including without limitation, Initial Payments and payments of Cost Assessments, and for making payments incurred as Shared Costs (the "Administrative Fund"). The Administrative Fund shall be established so that any payments or withdrawals from the account require authorization by any two Treasurers.

7.4 Invoice Approval Procedure. All invoices, bills and change orders submitted by contractors, consultants, and any other persons performing work for the Coalition shall be submitted to the Treasurers. The Treasurers, upon obtaining authorization from the Steering Committee, as necessary, shall finally approve and pay or disapprove any invoice, bill or any change order.

7.5 Financial Reports and Records. The Treasurers or their designee shall provide to the Members from time to time an informal accounting of monies received, spent, and obligated and a final accounting upon the termination of this Agreement. The Treasurers shall, upon request of any Member, provide within a reasonable time to that Member or the Coalition copies of any requested financial reports, account statements, invoices, bills, or other documents in the Treasurers' possession or control and related to any and all financial accounts of the Coalition.

8. Common Counsel.

8.1 Common Counsel. The Coalition may retain Common Counsel to undertake tasks common to the Coalition effort. Notwithstanding any selection of Common Counsel by the Coalition, each Member reserves the right to retain its own counsel to represent such Member on any matter.

8.2 Nature and Scope of Representation. The Coalition has, as of the date hereof, retained as Common Counsel Manko, Gold & Katcher, LLP ("MGK") to represent the interests of the Coalition, an unincorporated association, as an

association and not any individual Member. All Members agree that while serving as Common Counsel, MGK is free to represent Coalition members in any unrelated matter now and in the future and to represent clients in unrelated matters adverse to Members, including litigation against Members, now and in the future to the fullest extent otherwise allowed by the Rules of Professional Conduct. Consistent with this Agreement, and as agreed when MGK was initially retained by the Coalition, Valero Refinery Company ("Valero"), MGK's existing client on this matter and a Member, has agreed that it will obtain alternate counsel in the event that legal positions it wishes to assert are at odds with the Coalition's position; however, the Coalition agrees that MGK can continue to provide counsel to Valero in connection with environmental matters related to its facility including water quality and compliance issues of any sort. Consistent with the principals set forth above, the attorney-client relationship in this matter is between MGK and the Coalition and not any individual member.

- 8.3 Duties of Common Counsel. The Coalition agrees to delegate the following responsibilities to Common Counsel:
- (a) preparing and distributing meeting notices and agendas to Members ;
 - (b) leading meetings of the Coalition and its committees;
 - (c) preparing and distributing meeting summaries to Members for review;
 - (d) establishing the Administrative Fund;
 - (e) preparing requests for proposal for consultants and contractors and otherwise supporting the functions of the Technical Committee, the Steering Committee and other Coalition committees.
 - (f) maintaining a current service list of Members, Members addresses, and designated representatives for receipt of notices pursuant to Section 16 herein;
 - (g) maintaining the master list of the cost allocation status for each Member pursuant to Section 6.6 herein;
 - (h) coordinating the activities of any contractors or consultants retained for assistance in this matter as directed by the Steering Committee;
 - (i) administering assessments against the Members in accordance with Section 6 herein to fund Shared Costs, including without limitation, providing notice of assessments and collecting and depositing assessments into the Administrative Fund;
 - (j) interacting with DRBC, EPA and the states on behalf of the Coalition; and

- (k) any other duties authorized by the Steering Committee necessary to effectuate the purposes of this Agreement.

9. Confidentiality and Shared Information.

- 9.1. Confidentiality. Each Member, and any individual serving on behalf of any Member, agrees, by virtue of such service, to maintain the confidentiality of all communications and proceedings of the Coalition and its committees, unless otherwise authorized by the Steering Committee; such obligations shall continue in the event such individual shall leave the employ of or cease to represent such Member.
- 9.2. Shared Information. From time to time, the Members may elect to disclose or transmit to each other, directly or through Common Counsel, such information as each Member, counsel or technical consultant retained for the Coalition deems appropriate for the sole and limited purpose of coordinating activities that are necessary and proper to carry out the purposes of this Agreement (“Shared Information”). Shared Information may be disclosed to or transferred among the Members orally or in writing or by any other appropriate means of communication. The Members intend that no claim of work product privilege or other privilege be waived by reason of participation or cooperation pursuant to this Section 9 or this Agreement.
- 9.3. Preservation of Privilege. Information disclosed by the Members to Common Counsel retained by the Coalition to perform specified work, may be disclosed to any other Member, and each Member hereby expressly consents to treat such disclosure to it as being for the sole purpose of effectuating the purposes of this Agreement. Such disclosure shall not be deemed a waiver of the attorney-client privilege or work product immunity or any other privilege.
- 9.4. Confidentiality of Shared Information.
 - (a) Each Member agrees that all Shared Information received from any other Member or its counsel, technical consultant, or Common Counsel pursuant to this Agreement that is explicitly designated as Confidential Shared Information shall be held in strict confidence by the receiving Member and by all persons to whom the Confidential Shared Information is revealed by the receiving Member pursuant to this Agreement, and that such information shall be used only in connection with conducting such activities that are necessary and proper to carry out the purposes of this Agreement.
 - (b) Confidential Shared Information that is exchanged in written or in document form and is intended to be kept confidential must be marked "Confidential". If such information becomes the subject of an administrative or judicial order requiring disclosure of such information by a Member, where the information will be unprotected by

confidentiality obligations, the Member may satisfy its confidentiality obligations hereunder by notifying the Member that generated the information or, if the information was generated by counsel appointed by the Coalition to perform specified work or by a technical consultant, by giving notice to said counsel or consultant;

- (c) Each Member shall take all necessary and appropriate measures to ensure that any person who is granted access to any Shared Information or who participates in work on common projects or who otherwise assists any counsel or technical consultant in connection with this Agreement, is familiar with the terms of this Agreement and complies with such terms as they relate to the duties of such person;
- (d) The Members intend by this Section to protect from disclosure all confidential information and documents shared among any Members or between any Member and counsel appointed by the Coalition or any technical consultant to the greatest extent permitted by law regardless of whether the sharing occurred before execution of this Agreement and regardless of whether the writing or document is marked "Confidential";
- (e) The confidentiality obligations of the Members under this section shall remain in full force and effect, without regard to whether a Member withdraws or is removed, and shall survive the termination of this Agreement. The provisions of this section shall not apply to information which is now or hereafter becomes public knowledge without violation of this Agreement, information in the possession of a Member from sources other than as a result of this Agreement or which is sought and obtained from a Member pursuant to applicable discovery procedures and not otherwise protected from disclosure;
- (f) In the event that a Member withdraws from this Agreement or is removed pursuant to Section 12, any documents or other physical materials containing confidential information provided by such Member to counsel for the Coalition, to the other Members, or anyone retained by the Coalition shall, upon request of the owners of the confidential information, be promptly returned to such Member together with all copies thereof, and any document or physical materials provided by any person retained by the Coalition or by the other Members to the withdrawing Member shall, upon request by the Chairperson of the Steering Committee or by the Member who provided the document or physical materials, be promptly returned by such Member together with all copies thereof.
- (g) Upon termination of this Agreement, documents or other physical materials containing confidential information provided by the Members to other Members, Common Counsel, or anyone retained by the Coalition

shall, upon request of the owners of the confidential information, be promptly returned to such Member together with all copies thereof.

10. Denial of Liability.

This Agreement shall not constitute, be interpreted, construed or used as evidence of any admission of liability, in law or fact, a waiver of any right of defense, nor an estoppel against any Member, by Members as among themselves or by any other person not a Member. However, nothing in this Section 10 is intended or should be construed to limit, bar, or otherwise impede the enforcement of any term or condition of this Agreement against any Member by a Member or Members.

11. Successors and Assigns.

This Agreement shall be binding upon the successors and assigns of the Members. No assignment or delegation of the obligation to make any payment or reimbursement hereunder will release the assigning Member without the prior written consent of the Coalition.

12. Withdrawal and Removal.

12.1 Withdrawal. From and after the effective date of this Agreement, a Member may elect to withdraw from participation in the Coalition and from its responsibilities under this Agreement, except for Sections 9, 10, 14, 15, upon written notice to the Steering Committee effective as of the date the notice is postmarked, except such Member shall remain liable under this Agreement to the other Members for its proportional share of any and all Shared Costs assessed more than thirty (30) days prior to the effective date of its withdrawal.

12.2 Removal of a Member.

(a) If any Member's interests or actions are regarded as contrary to the interests of other Members, such Member may be removed from this Agreement by a vote of two-thirds of the Voting Power of the Coalition present in person or by proxy at a Coalition meeting called for the purpose of considering such removal.

(b) In the event any Member fails to pay any portion of any assessed financial contribution pursuant to this Agreement within sixty (60) days following receipt of notice of such assessment, that Member shall be considered in default. Upon a declaration of default and being notified of the same by the Steering Committee, a defaulting Member may be removed from the Coalition and from this Agreement by a vote of two-thirds of the Voting Power of the Steering Committee present in person or by proxy at a Steering Committee meeting called for the purpose of considering such removal; provided, however, said defaulting Member shall have the opportunity prior to removal to cure its default within a time to be set by

the Steering Committee. Upon removal, the unpaid balance of any defaulting Member's share hereto, shall be assessed against the other Members in the same proportion as the other Members would have been obligated to pay if the defaulting Member had not been a signatory to this Agreement.

13. Relationship of Members.

No Member, or representative or counsel for any Member, has acted as counsel for any other Member with respect to such Member entering into this Agreement, except as expressly engaged by such Member with respect to this Agreement, and each Member represents that it has sought and obtained any appropriate legal advice it deems necessary prior to entering into this Agreement. No Member or its representative shall act or be deemed to act as legal counsel or legal representative of any other Member, unless expressly retained by such Member for such purpose, and except for such express retention.

Nothing herein shall be deemed to create a partnership or joint venture or principal and agent relationship between or among the Members. This Coalition is established solely as an unincorporated association of its Members.

14. Waiver and Release of Liability.

No Member or its representative serving on any committee shall be liable to any other Member for any claim, demand, liability, cost, expense, legal fee, penalty, loss or judgment incurred or arising as a result of any acts or omissions taken or made pursuant to this Agreement. However, nothing in this Section 14 shall constitute a waiver or release of any contribution or indemnification claim or potential claim by one Member against any other Member not otherwise precluded by this Agreement. This Section 14 shall survive the termination of this Agreement and the withdrawal or removal of any Member.

15. Indemnification.

15.1 Indemnification. Each Member, except the City of Philadelphia, agrees to indemnify, defend and hold harmless any Member and its representative(s) from and against any claim, demand, liability, cost, expense, legal fee, penalty, loss or judgment (collectively "liability") which is in any way related to the good faith performances of any duties under this Agreement by any Member or its representative(s) on behalf of the Coalition, including, but not limited to, any liability arising from any contract, agreement or instructions to other persons signed by the Member or its representative(s) at the request of the Steering Committee or the Coalition. This indemnification shall not apply to any liability arising from a criminal conviction where the Member or its representative(s) had reasonable cause to believe that the conduct in question was unlawful. However, nothing in this Section 15.1 shall constitute a waiver or release of any contribution or indemnification claim or potential claim by one Member not otherwise precluded by this Agreement.

15.2 Shared Costs. Each Member, including the City of Philadelphia, agrees that all liabilities that are in any way related to the good faith performances of any duties under this Agreement by any Member or its representative(s) on behalf of the Coalition, including, but not limited to, any liability arising from any contract, agreement or instructions to other persons signed by the Member or its representative(s) at the request of the Steering Committee or the Coalition shall be Shared Costs as defined in Section 6.1 herein and shall be allocated among all Members; provided, however, that Shared Costs shall not include liability arising from a criminal conviction where the Member or its representative(s) had reasonable cause to believe that the conduct in question was unlawful.

15.3 Survival. This Section 15 shall survive the termination of this Agreement.

16. Notice.

All notices, bills, invoices, reports, and other communications ("Notices") with a Member shall be sent to the representative designated by the Member on said Member's signature page of this Agreement. Each Member shall have the right to change its representative upon ten (10) days written notice to Common Counsel to the Coalition. Common Counsel to the Coalition will be delegated responsibility for maintaining a current service list of Members, Members addresses, and designated representatives for receipt of Notices.

17. New Members.

Any entity that becomes a Member by execution of this Agreement subsequent to the effective date of this Agreement shall be deemed a Member *ab initio* and shall be assessed and pay all sums which such Member would have been obligated to pay if a Member *ab initio*, except that the Steering Committee may, for good cause, impose different terms and conditions upon any entity seeking to enter this Agreement after its effective date.

18. Effective Date.

The effective date of this Agreement shall be the date first stated above.

19. Termination.

This Agreement shall terminate and have no further effect upon the fulfillment of the purposes of this Agreement as determined by the Members or upon the unanimous vote of the Members.

20. Amendments.

This Agreement may be amended only by vote of at least two-thirds of the Voting Power of the Members present in person or by proxy at a Coalition meeting called for the purpose of considering such an amendment; provided, however, Sections 3.6, 6.1, 9, 14, and 15 of this Agreement may be amended only by a unanimous vote of one hundred percent (100%) of the voting power of the Members.

21. Separability.

If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

22. Entire Agreement.

This Agreement constitutes the entire understanding of the Members with respect to its subject matter.

23. Applicable Law.

For purposes of enforcement or interpretation of the provisions of the Agreement, the Members agree that the laws of the Commonwealth of Pennsylvania shall be applicable, and further agree not to contest personal jurisdiction in State Court or Federal Court, Eastern District of Pennsylvania, with respect to litigation brought for such purposes.

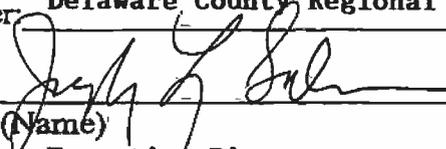
24. Separate Documents.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: March 21, 2001

Member: Delaware County Regional Water Quality Control Authority

By: 

(Name)

Executive Director

(Title)

Designated Representative for Receipt of Notice and Invoices:

Name: Robert Hindt

Address: 100 E. Fifth Street, P.O. Box 999

Chester, PA 19016-0999

Telephone Number: 610-497-6760 ext. 19

Facsimile Number: 610-497-7950

E-mail Address: hindtr@DELCORA.org

Coalition Proxy

I, the duly authorized representative of _____ (hereinafter the "Member") do hereby grant the Proxy of the Member to _____ for the _____ meeting to be held on the ____ day of _____; _____ is hereby authorized and empowered to vote for said Member and in said Member's name and stead at such meeting (and at any adjournment thereof) on any issue, except for those issues listed below, put to a vote in accordance with the Coalition Participation Agreement. For those issues noted below, _____ has no authority on behalf of the Member and must abstain from voting on the Member's behalf.

Member: _____

Date: _____

By: _____
(Name and Title)

Issues for which this proxy is not granted:

1. _____
2. _____
3. _____



DELAWARE COUNTY REGIONAL
WATER QUALITY CONTROL AUTHORITY
CHESTER, PA

0013617

CHECK 13617

DATE	INVOICE NO.	DESCRIPTION	NET AMOUNT
2/08/2000	11141-00001-M	COALITION	25,000.00

ORIGINAL DOCUMENT IS PRINTED ON CHEMICAL REACTIVE PAPER & HAS A MICROPRINTED BORDER

DELAWARE COUNTY REGIONAL
WATER QUALITY CONTROL AUTHORITY
100 East Fifth Street • P.O. Box 999
Chester, PA 19016-0999



3-180/360

0013617

DATE:
3/29/2001

AMOUNT:
\$25,000.00

CHECK:
13617

PAY

*****25000 DOLLARS AND 00 CENTS

TO
THE
ORDER
OF

DELAWARE ESTUARY TMDL
Coalition

John J. Pileggi

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

⑈013617⑈ ⑆036001808⑆ 36 087612 2⑈