
EXHIBIT F7

AMENDMENT TO EAST WHITELAND TRUNK LINE
AGREEMENT, DATED DECEMBER 12, 1979, BY AND BETWEEN
EAST WHITELAND MUNICIPAL AUTHORITY, THE TOWNSHIP
OF EAST WHITELAND, THE BOROUGH OF MALVERN,
MALVERN MUNICIPAL AUTHORITY, AND VALLEY FORGE
SEWER AUTHORITY

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AMENDMENT TO EAST WHITELAND TRUNK LINE AGREEMENT

This Amendment, dated as of the 12th day of December, 1979, to the East Whiteland Trunk Line Agreement dated as of February 1, 1971, as amended by Composite Amendment No. 1, dated as of December 1, 1974 (hereinafter referred to as "the Agreement"), is entered into between EAST WHITELAND MUNICIPAL AUTHORITY (East Whiteland Authority), the TOWNSHIP OF EAST WHITELAND (East Whiteland Township), parties of the first part, and the BOROUGH OF MALVERN (Malvern), and MALVERN MUNICIPAL AUTHORITY (Malvern Authority), parties of the second part, and VALLEY FORGE SEWER AUTHORITY, party of the third part.

WHEREAS, subsequent to the execution of the Agreement, Valley Forge Sewer Authority decided to seek the opportunity to transmit sewage from an area of Charlestown Township adjacent to East Whiteland Township through the East Whiteland Trunk Line (and the Valley Creek Trunk Line) to the Valley Forge Treatment Plant; and

WHEREAS, East Whiteland Authority and East Whiteland Township, at the request of Valley Forge Sewer Authority are willing to reserve for the Valley Forge Sewer Authority, the reserved capacity provided herein of the East Whiteland Trunk Line and the Mill Lane pumping station; and

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Valley Forge Sewer Authority shall have no rights or liabilities with respect to Section 1.01 of the Agreement.
2. Within thirty (30) days of the date of this Amendment, Valley Forge Sewer Authority shall pay to East Whiteland Authority the sum of one hundred fifteen thousand nine hundred seventy-five

dollars (\$115,975). Of that sum, \$114,189 shall be allocated to Valley Forge Sewer Authority's capital contribution pursuant to Sections 2.01 and 2.02 of the Agreement and \$1,786 to operating expenses for the first two (2) years pursuant to Section 4.13 of the Agreement. The calculation of the above figure takes into consideration all currently applicable grants. Exhibit B of the Agreement is hereby amended in part as set forth in Exhibit A attached hereto. All references in the Agreement to Exhibit B thereof shall be deemed to refer to Exhibit B as amended by Exhibit A attached hereto.

3. Valley Forge Sewer Authority hereby is granted rights, and assumes liabilities as if it were one of the parties referred to in the Agreement as a "Municipality" which rights and liabilities are defined in the Agreement.

4. Valley Forge Sewer Authority, at its own expense or at the expense of its users, may, during the term of the Agreement, cause sewage emanating from Charlestown Township to be discharged into sewer lines of East Whiteland Township which have been acquired from Great Valley Wastewater Company ("the Great Valley Line"). The East Whiteland Trunk Line shall thus be extended to the boundary of Charlestown Township.

5. Valley Forge Sewer Authority shall commence delivering sewage to the Great Valley Line as soon as practicable after the execution of this Agreement. East Whiteland Authority, as soon as practicable thereafter, shall permit connection at the locations that East Whiteland Authority may agree to, which agreement may not be unreasonably withheld, and shall accept sewage for conveyance to the treatment plant subject to the terms and conditions herein set forth. Valley Forge Sewer Authority may make subsequent connections at locations agreed to by East

Whiteland Authority, which shall not unreasonably withhold its agreement. Except as permitted pursuant to Article VII of the Agreement, Valley Forge Sewer Authority shall not exceed its reserved capacity as set forth in Exhibit B, as amended by this Agreement.

6. Section 4.01 of the Agreement is hereby amended to read as follows:

"The Borough of Malvern, the township of East Whiteland and Valley Forge Sewer Authority (all of which are referred to in this article IV and elsewhere in this agreement as 'said municipalities') shall share the operating expenses of the East Whiteland Trunk Line and its extension to Charlestown Township, as defined in Section 4.06, as follows: the proportion that the volume of sewage (determined as hereinafter provided and by other agreement of the parties) emanating from each such municipality and discharged into the several sections or reaches of the interceptor or trunk sewer, constituting the East Whiteland Trunk Line and its extension to Charlestown Township bears to the total volume of sewage discharged by said municipalities into such sections or reaches shall be used in calculating the amount that each such municipality shall pay for sewage conveyance services. Operating expenses of the East Whiteland Trunk Line for the first two years of operation shall be paid as set forth in Section 4.13 hereof."

All references in Article 4 of the Agreement to East Whiteland Trunk Line shall be deemed also to refer to the Great Valley Line.

7. Any sewage discharged by Valley Forge Sewer Authority into the East Whiteland Trunk Line or Great Valley Line shall conform to the standards for quality of sewage set forth in Article V of the Agreement.

3. Pursuant to an Agreement entitled "Valley Creek Trunk Sewer Agreement" dated November 1, 1970, as amended, East Whiteland Authority has made payments to Tredyffrin Township for operating expenses of the Valley Creek Trunk Line during its first two years of operation, and will, during subsequent years, continue to be obligated to make payments on account of operating expenses. Valley Forge Sewer Authority agrees hereby to, within thirty days from the execution of this Agreement, reimburse East Whiteland Authority for 7.89% of the amount paid on account of operating expenses during the first two years by East Whiteland Authority to Tredyffrin Township. Valley Forge Sewer Authority further agrees to reimburse East Whiteland Authority for Valley Forge Sewer Authority's share of any payments East Whiteland must make to Tredyffrin Township pursuant to Article 4 of the Valley Creek Trunk Sewer Agreement for operating costs during years subsequent to the first two years of operation and for payments for capital contributions paid subsequent to the date hereof. Valley Forge Sewer Authority's share of the said operating costs and additional capital contributions will be its pro-rata share, based on the proportion that the volume of sewage emanating from Charlestown Township into the East Whiteland Trunk Line and Great Valley Line bears to the total sewage emanating from East Whiteland Township into the Valley Creek Trunk Sewer Line. The payments by Valley Forge Sewer Authority shall not exceed those that would be made if said Authority had made its payments directly to the Tredyffrin Township Municipal Authority.

9. At such time as East Whiteland Authority must pay funds to the Tredyffrin Township Municipal Authority resulting from an enlargement of an interceptor or trunk sewer (or any section or reach thereof) or the construction of an additional interceptor

or trunk sewer or the enlargement of a pumping station or the construction of an additional pumping station pursuant to the Valley Creek Trunk Sewer Agreement, then Valley Forge Sewer Authority shall reimburse East Whiteland Township for its pro-rata share of said funds calculated on the basis of its pro-rata share of reserved capacity, as such reserved capacity shall be determined by Valley Forge Sewer Authority, in such section or reach of interceptor or trunk sewer. In the alternative, Valley Forge Sewer Authority may reserve capacity pursuant to Section 7.02 of the Valley Creek Trunk Sewer Agreement.

10. Valley Forge Sewer Authority hereby agrees that all sewage from Charlestown Township shall be deemed to be sewage of Valley Forge Sewer Authority for purpose of an Agreement dated as of November 1, 1970, as amended, known as "the Valley Forge Sewage Treatment Plan Agreement".

11. Valley Forge Sewer Authority shall, at its expense, construct or cause to be constructed a sewage meter or sewage flow measuring device to determine the volume of sewage emanating from Charlestown Township to East Whiteland Township.

12. All references in Sections 4.03, 7.03 and 8.03 of the Agreement to "Malvern" shall be deemed to refer to Malvern and Valley Forge Sewer Authority. Valley Forge Sewer Authority shall make payments pursuant to Section 4.04 of the Agreement at the same time as Malvern is required to make payments. All other sections of the Agreement refer to parties or municipalities defined in Section 4.01, as amended by Paragraph 6 of this Agreement, unless otherwise stated herein.

13. Pursuant to Paragraph 7.01 of the Valley Creek Trunk Sewer Agreement, Valley Forge Sewer Authority hereby is granted the right to rent a capacity of up to 300,000 gallons per day average flow (750,000 gallons per day peak flow) in the Valley

Creek Trunk Sewer from East Whiteland Authority, with all rental fees therefore being paid to East Whiteland Authority, as provided therein.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and attested by its proper officers pursuant to the proper action of its governing body as of the day and year first above written.

BY: *Joseph Weinstein*
Valley Forge Sewer Authority
Charles E. Galt

BY: *Robert Guy Simon*
East Whiteland Municipal
Authority

ATTEST: *J. Donald Reiman*
TOWNSHIP SECRETARY

ATTEST: _____

EAST WHITELAND TOWNSHIP
BOARD OF SUPERVISORS
209 CONESTOGA ROAD

FRAZER PA. 19355

BY: *Alfred J. Simon*
Township of East Whiteland
Alfred J. Simon

ATTEST: _____

✓ BY: *David Sedlacek*
Borough of Malvern

ATTEST: *Richard M. Spinio*

BY: *William B. Baker*
Malvern Municipal Authority

ATTEST: *Robert L. Wright*

EXHIBIT "A"

Exhibit "B" of the East Whiteland Trunk Line Agreement is amended in part to provide that if any expansion, repair, enlargement or construction to the Great Valley Line shall be required, Valley Forge Sewer Authority shall pay its pro rata share of such expansion, enlargement or construction on the basis of its reserved capacity in the expanded or repaired Great Valley Line to the total reserved capacity therein. Notwithstanding the foregoing, 300,000 gallons per day of capacity shall be reserved in the Great Valley Line for Valley Forge Sewer Authority.

EXHIBIT "B"

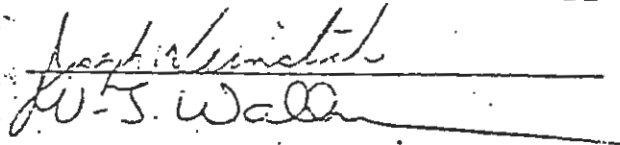
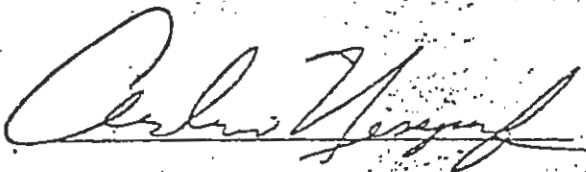
THIS AGREEMENT made this 27th day of December 1978,
by and between EAST WHITELAND MUNICIPAL AUTHORITY and VALLEY
FORGE SEWER AUTHORITY

W I T N E S S E T H:

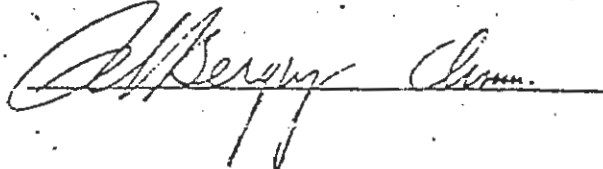
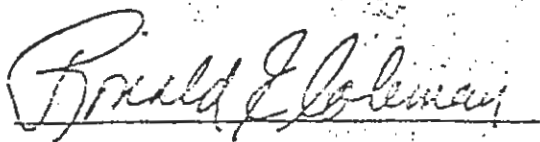
Valley Forge Sewer Authority and East Whiteland
Municipal Authority have agreed to share cost for the Sidley
Road Trunk Line repairs as indicated in Schedule A presented
by East Whiteland Municipal Authority (Schedule A attached
hereto). Items Nos. 1, 3, 4, and 6 of the Schedule A, which
are line replacements, will be deferred until additional flows
coming from Charlestown Township make ^{Replacements & AD} ~~repairs~~ necessary as
determined by East Whiteland Municipal Authority's consulting
engineers. Item No. 14 of Schedule A will be adjusted on the
basis of proposed additional repairs to be required in lieu
of replacement of earlier mentioned lines.

NOW THEREFORE, the parties hereto, agree that the
mutual promises herein contained and previous arrangements
will allow the parties to finalize the agreement to provide
sewer service to the southern portion of Charlestown Township
through the East Whiteland Trunk Line.

VALLEY FORGE SEWER AUTHORITY


J. A. Walle

EAST WHITELAND MUNICIPAL AUTHORITY


J. Berony

EAST WHITELAND/CHARLESTON SHARED COSTS

SCHEDULE A

Charlestown Twp.

P.L.H.

LLC

Manhole Runs Total Est. Capacity % Share Share of Total Capacity Cost Est. Capacity % Share Share of Total Capacity Cost Est.

1	67-25 to 23	\$12,000	.038	29	0	0.75	71	\$ 12,000	0.8
2	24 to 23		.038	29	0	0.75	71		
3	23 to 19	7,000	0.25	25	150	0.75 (1)	75	7,000	1.0
4	19 to 15	3,000 (2)	0.6	44	250	0.75	56	2,250	1.3
5	15 to 13	1,300	0.635	46	650	0.75	54	650	1.3
6	13 to 12	4,000	0.75	50	300	0.75	50	4,000	1.5
7	12 to 6	600	0.75	50	300	0.75	50	300	1.5
8	6 to 2	300	0.80	52	150	0.75	48	150	1.5
9	2 to 59-4		0.85	53		0.75	47		1.6
10	59-4 to Pump Sta.		0.95	56		0.75	44		1.7

4400

\$5,900

\$61,200

\$57,100

Engr./Insp./Legal

TOTAL

\$82,210

\$10,507

\$73,707

11	Surveying	1,804	50	902
12	TV & Cleaning	4,344	50	2,172
13	TV Engr/Insp.	3,060	50	1,533
14	Line Replacement	12,000 (3)	0	12,000

902	50	2,172	1,533	0
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902	50	2,172	1,533	12,000
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At DISTRICT UTIL. ROOTING WORK. \$9,707

\$73,707