139 079

DOCUMENTARY SURCHARGE PAID $3.00

STORM AND SANITARY SEWER AGREEMENT

8928

THIS AGREEMENT, made this 3rd day of October, 1986, by and between the DELAWARE SOLID WASTE AUTHORITY ("DSWA") and CROUSE RECOVERY OF DELAWARE, INC. ("Crouse").

W I T N E S S E T H:

WHEREAS, Crouse is the operator of an energy generating facility and solid waste transfer station (the "Project") situate on lands which Crouse leases from DSWA (the "Project Site") pursuant to an agreement of lease between DSWA, as landlord, and Crouse, as tenant, dated October 26, 1983 (the "Lease"); and

WHEREAS, the Lease was amended by an Amendment Agreement No. 1 between DSWA and Crouse and dated August 2, 1984 ("Amendment No. 1"); and

WHEREAS, DSWA is the owner of a certain tract of land adjacent to the Project Site located near Lambsons Lane in New Castle Hundred, New Castle County, State of Delaware (the "Property"); and

WHEREAS, Crouse wishes to connect the Project to the nearby storm sewers and sanitary systems maintained by DSWA on the Property; and

WHEREAS, under Section 6.02 of the Lease, as amended by Amendment No. 1, DSWA has agreed to provide Crouse with rights of way with respect to the Property for such sewer and other utilities as may be necessary

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for the construction and operation of the Project.

NOW, THEREFORE, it is agreed, for and in consideration of the sum of ONE DOLLAR ($1.00) in hand paid to DSWA, as well as the mutual covenants and promises herein contained that:

1. The DSWA shall permit Crouse to connect to the storm sewer and sanitary sewer systems, shown on the Major Land Development Plan accompanying this agreement as those storm and sanitary sewer lines lying on DSWA land outside the lands leased to Crouse. The sanitary sewer system includes both sewers conduits and a pumping station (not shown) perviously contructed by DSWA and is presently maintained by or on behalf of DSWA. Both sanitary and storm sewer systems are believed to be presently sufficient in capacity to handle the present and forseeable needs of Crouse.

2. DSWA agrees to repair or correct any deficiencies, blockages, collapses, breakdowns or other condition which might impair the proper operation of both the storm sewer and sanitary sewer systems, including the pumping station, on its property and outside the leased area as soon as such conditions are made known to it. In the event that Crouse became aware of any condition in these sytems which might adversely affect its operations, it shall immediately notify the DSWA representative on the Project Site. DSWA agrees that it will take prompt action to correct said condition and will inform Crouse

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of the schedule for corrective action.

3. Crouse agrees that its use of the DSWA storm and sanitary sewer systems shall impose no obligation on DSWA, financial or otherwise, except as set forth in this agreement. In the event that, at some future date, it is determined that the capacity of the storm and sanitary sewer systems, including the pumping station, is insufficient for the needs of both Crouse and DSWA, DSWA shall make the necessary improvements or additions to its storm and sanitary sewer systems as are required to increase the capacity of said systems to acceptable levels, with the costs of such improvements or additions to be borne by Crouse.

4. If DSWA shall decline to make said improvements or additions or if Crouse in its sole discretion shall so elect at any time, Crouse may install its own storm and sanitary sewer systems on other lands of DSWA, other than the Delaware Reclamation Project property, at its sole cost; and in such event DSWA agrees to provide such easements, including construction easements, to Crouse as may be necessary for Crouse to install, maintain and operate such storm and sanitary sewer systems.

5. In the event that Crouse elects to use the DSWA sanitary sewer system, than Crouse shall install a meter to allow proper billing to Crouse for such use, said billing to be at such rates as shall be agreed between Crouse and DSWA from time to time, which rates shall be

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constructed to permit DSWA to pass on to Crouse Crouse's proportionate cost of the operations and maintenance of the DSWA storm and sanitary sewer systems, based on Crouse's actual use thereof. If blockage or other conditions occurs to the sanitary or storm sewer systems on DSWA lands as a result of Crouse's use or operation of said systems, then DSWA will correct such deficiency and Crouse will pay the full costs or pro rated costs of the correction to the extent it is determined that the blockage or other condition resulted wholly or in part from Crouse's use of the system, as the case may be.

Witness

DELAWARE SOLID WASTE AUTHORITY

BY: _____ (SEAL)

Witness

CROUSE RECOVERY OF DELAWARE, INC.

BY: _____ (SEAL)

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STATE OF DELAWARE)
KENT) SS
~~NEW CASTLE~~ COUNTY)

BE IT REMEMBERED, that on this 24th day of [illegible], 1986, personally came before me, a Notary Public for the State of Delaware, N. C. Vasuki, General Manager ~~President~~ of DELAWARE SOLID WASTE AUTHORITY, a ~~corporation~~ body politic existing under the laws of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed and the act and deed of said ~~corporation~~ Authority, that the signature of the General Manager ~~President~~ thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of said ~~corporation~~ Authority, and that his act of sealing, executing, acknowledging and delivering said Indenture was duly authorized by a resolution of the Board of Directors of said ~~corporation~~ Authority.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

Notary Public

STATE OF DELAWARE)
) SS
NEW CASTLE COUNTY)

BE IT REMEMBERED, that on this 2nd day of October, 1986, personally came before me, a Notary Public for the State of Delaware, Francis C. Campisi, President of CROUSE RECOVERY OF DELAWARE, INC., a Corporation existing under the laws of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed and the act and deed of said corporation, that the signature of the Pres President thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of said corporation, and that his act of sealing, executing, acknowledging and delivering said Indenture was duly authorized by a resolution of the Board of Directors of said corporation.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

Notary Public

LEO A DUGAN, Jr. Recorder

RECD FOR RECORD OCT 7 1986

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