

**CWA** Chester Water Authority

415 Welsh Street  
P.O. Box 467  
Chester, Pennsylvania 19016-0467  
Tel: (610) 876-8185

May 29, 2003  
5610  
Chester Downs

RECEIVED

JUN 2 2003

CATANIA ENGR. ASSOC., INC

Mr. Charles J. Catania, Sr., PE  
Catania Engineering Associates, Inc.  
520 West McDade Boulevard  
Milmont Park, PA 19033-3311

Re: Possible Water Service, Chester Downs and Marina, Foot of Morton Avenue, City of Chester, Delaware County

Dear Mr. Catania:

The Authority has the capacity and ability to provide water service to the proposed project. When available please send us a complete set of approved plans and a copy of the plans on disk (AutoCAD 2000) so that we can determine the facilities that are necessary to serve this proposed project.

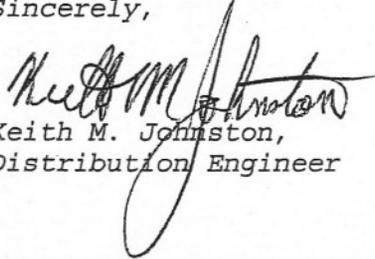
The following information is required in order to determine what size service(s) may be required for this project:

- 1) Anticipated average and maximum domestic service demands in gallons per minute and average daily consumption in gallons.
- 2) Anticipated maximum fire service demand in gallons per minute, if applicable.

Enclosed is one copy each of CWA Distribution Maps A, A06D and A10B showing the distribution mains in the area of the Chester Downs and Marina property.

Please call me if you have any questions or if you require any additional information.

Sincerely,

  
Keith M. Johnston,  
Distribution Engineer

KMJ/sdc  
c: RWN  
Enclosures  
Q:\DAILY\2003\May\245.s.doc

**RESOLUTION FOR PLAN REVISION  
FOR NEW LAND DEVELOPMENT**

Resolution of the Council of Chester City, Delaware County, Pennsylvania (hereinafter "the municipality").

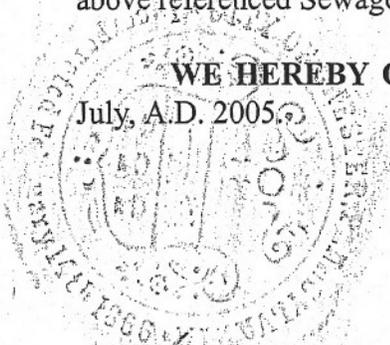
**WHEREAS**, Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act", as Amended, and the rules of Regulations of the Pennsylvania Department of Environmental Protection (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

**WHEREAS**, Chester Downs & Marina, LLC has proposed the development of a parcel of land identified as Harrah's Chester Racetrack, and described in the attached Sewage facilities Planning Module, and proposes that such subdivision be served by pump station.

**WHEREAS**, City of Chester finds that the subdivision described in the attached Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

**NOW, THEREFORE, BE IT RESOLVED** that the Council of the City of Chester hereby adopt and submit to the Department of Environmental Protection for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

**WE HEREBY CERTIFY** that this Resolution passed Council this 13<sup>th</sup> day of July, A.D. 2005.



Willie M. Wells  
Deputy MAYOR

Attest: Sara Bingnear  
CITY CLERK

I Sara Bingnear, Secretary, Sara Bingnear City Clerk  
(signature) Sara Bingnear, City Clerk

City Council hereby certify that the foregoing is a true copy of the City Resolution adopted July 13, 2005.



## DELAWARE COUNTY PLANNING DEPARTMENT

COURT HOUSE/GOVERNMENT CENTER  
201 W. Front St. Media, PA 19063

### COUNCIL

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**Office Location:** Toal Building, 2nd & Orange Sts., Media, PA 19063  
Phone: (610) 891-5200 FAX: (610) 891-5203  
E-mail: [planning\\_department@co.delaware.pa.us](mailto:planning_department@co.delaware.pa.us)

JOHN E. PICKETT, AICP  
DIRECTOR

June 20, 2005

Mr. William Payne  
Director of Chester City Planning  
One West Fourth Street  
Chester, PA 19013

RE: Act 537 Review  
Harrah's Chester Racetrack & Casino  
City of Chester  
1-23001-063-3IJ

Dear Mr. Payne:

The Delaware County Planning Department (DCPD) has completed the review of the planning module for Harrah's Chester Racetrack & Casino. The proposed plan calls for 348,098 GPD of sewage to be collected onsite by gravity system and one small pump station. It is to be disposed offsite into DELCORA's interceptor via one private pumping station located on site. DCPD has no objection to the proposed method of wastewater disposal.

The enclosed review form serves as a substitute/attachment for DEP Component 4 as it relates to County Planning Agency Review.

If you have any questions or require additional information please do not hesitate to contact me at (610)-891-5214.

Very truly yours,

Steven R. Beckley  
Senior Planner

### Enclosures

Cc: Department of Environmental Protection  
Catania Engineering Associates  
Harrah's Entertainment, Inc.





January 12 , 2005

Mr. William Payne  
Director, City Planning  
City of Chester  
1 Fourth Street  
Chester PA 19013

Harrah's Chester Downs  
Traffic Analysis

Dear Mr. Payne:

Orth-Rodgers & Associates Inc. has conducted an analysis of the traffic associated with a racetrack and slots gaming casino, to be operated by Harrah's in the City of Chester, on the Delaware River Waterfront. Access to the site is via PA Route 291 (4<sup>th</sup> Street). The primary visitor entrance to the site is at Melrose Avenue, with a second entrance on Morton Avenue that would be used by horse trailers and other paddock traffic, as well as a small portion of visitors. The primary vehicle exit is via Morton Avenue. The site also has a connection to PA 291 via 2<sup>nd</sup> Street and Saville Avenue in Eddystone Borough.

## **EXISTING CONDITIONS**

### Site Location

The Harrah's casino site is located in the City of Chester on the Delaware River Waterfront, just west of the Ridley Creek, which forms the City's border with Eddystone Borough (Figure 1). The site is located between the rail tracks of Conrail and the Delaware River. The site access is via PA Route 291.

### Roadway Network

I-95 is a six lane interstate highway through the City, which has full or partial interchanges at US 322/Highland Avenue, Kerlin Street, and PA 352/PA320.

PA 291, 4<sup>th</sup> Street, is a five lane roadway in the vicinity of the site with two lanes each direction plus a center turn lane. PA 291 is signalized at Penn Street, Welsh Street, Madison Street, and Morton Avenue. East of Melrose Avenue, PA 291 narrows to four lanes at the bridge over Ridley Creek and continues east as a four-lane roadway. The nearest traffic signal further east is at Saville Avenue in Eddystone Borough.

*230 South Broad Street • Philadelphia, Pennsylvania 19102*  
*Phone (215) 735-1932 • Fax (215) 735-5954*  
*www.orth-rodgers.com*

Morton Avenue is a two-lane city street, which becomes US 13 north of 9<sup>th</sup> Street. Morton Avenue is signalized at 7<sup>th</sup> Street and 9<sup>th</sup> Street. At the signalized intersection with PA 291, Morton Avenue provides two lanes in each direction. The State Correctional Facility is located on the corner of PA 291 and Morton Avenue. A parking lot for the correctional facility is located across Morton Avenue and a driveway to this lot is located close to the intersection of PA 291. A pedestrian crosswalk is striped across Morton Avenue at the driveway, and employees cross Morton Avenue there rather than at the signal. Further toward the river is a grade crossing of active Conrail tracks. Railroad flashers are installed at the grade crossing; there are no gates. Just past the railroad crossing is an entrance to Kimberly Clark.

Melrose Street is a two-lane city street, which presently connects to 2<sup>nd</sup> Street. The 2<sup>nd</sup> Street Bridge is currently closed off, so that only the abutting property owners now use Melrose Street. Melrose forms a T intersection at Pa 291. The Conrail tracks that cross Morton Avenue at-grade are on bridge overpasses over Melrose Street.

### Existing Traffic Volumes

Automatic Traffic Recorders were placed on PA 292 and on Morton Avenue south of 9<sup>th</sup> Street for a one-week period in November, 2004. PA 291 carries 5,000 vehicles daily on a weekday in the vicinity of the site. Saturday volumes are lower, about 3,000 vehicles, and Sunday volumes still lower. A high percentage of volume is truck traffic due to the industrial land use along PA 291. Morton Avenue carries 6,000 vehicles on a weekday, slightly more volume on a daily basis than PA 291.

The weekday PM commuter peak hour turn movement volumes at intersections are illustrated on Figure 2, along with daily traffic volume.

### Routes of Approach to Site

Traffic to the Harrah's site that is traveling any substantial distance will utilize I-95 and I-476. The main route of approach for this traffic will be I-95 to Exit 8 Stewart Avenue, then south to PA 291, and west to the site. The intention is to provide directions via that route.

Visitors who are familiar with the local road system may use other routes, such as

US 13 to Morton Avenue to PA 291

I-95 south to Exit 6, then Chestnut Street to Morton Avenue to PA 291.

PA 352 or PA 320 to Edgemont Avenue, west on 12<sup>th</sup> Street or 9<sup>th</sup> Street to Upland Avenue (PA 320 South), south to PA 291.

## Transit

The SEPTA Route 37 Bus (South Philadelphia to Chester Transportation Center) runs on Route 291 past the site. SEPTA is receptive to bringing the bus route into the site for a stop. It is anticipated that some employees who work at Chester Downs will ride the bus.

The SEPTA R-2 commuter rail (Wilmington DE– Philadelphia - Norristown) stops at the Chester Transportation Center at 6<sup>th</sup> Street and Avenue of the States. The Chester train station is about 0.8 mile from the site. Visitors are unlikely to take the train unless it is marketed and a shuttle service is provided between the station and the casino. However, a number of employees might utilize the train.

## Rail Freight Activity on Conrail Tracks

Kimberly Clark accounts for most of the rail activity at the Morton Avenue grade crossing. Two trains deliver raw materials daily. A switching operation is performed to collect empty cars from spur tracks and to drop off the loaded cars in a specific order required by Kimberly Clark. At present this switching operation sometimes blocks Morton Avenue.

## **CHARACTERISTICS OF PROPOSED DEVELOPMENT**

### Proposed Harrah's Casino

The proposed development will contain a slot machine-only casino facility, with clubhouse and several restaurants and lounges. It will also contain a harness racing track and track support facilities. The grandstand viewing area for the track will contain 1,500 seats.

The casino does not have a hotel associated with it. All patrons will be day trips, either within driving range of home or visiting the region and staying at a hotel within driving range.

The casino development will be phased. The initial phase is proposed to be in operation in Spring of 2006. Initially, 3,500 slot machines will be installed. As the market dictates, more machines will be installed. The maximum number of machines permitted by legislation is 5,000. A probable maximum number of machines for the Chester location is 3,500. However, the site planning is based on the full 5,000 slots.

The development includes

	<u>Initial</u>	<u>Ultimate</u>
Square feet Casino area	105,000 SF	150,000 SF

Slots	3,500		5,000
Restaurants	15,000 SF Buffet 8,000 SF Coffee Shop 6,000 SF Pub 8,000 SF Fine Dining		
Clubhouse	12,000 SF		
VIP Lounge	4,000 SF		
Track Grandstand	1,500 seats		
Parking Spaces	2,598 self park garage 575 valet 74 Paddock Admin. 48 trailer		add 960 garage spaces
	<b>3,295 spaces total</b>		<b>4,255 spaces total</b>
Employees	900-1,000 70	casino track	950-1,050 70 track

Hours of Operation

The casino will be a 24-hour operation. Racing will be seasonal, 150 days per year. Racing time is expected to be during the hours of 10:00 AM to 6:00 PM.

Employment

The casino will initially employ a total of about 1,000 people for a 24-hour, 7 days per week operation. Three shifts would be in operation, with the estimated employment being 450 on day shift (beginning 8 – 10am, 350 on ‘swing shift’ (beginning 4-6 pm), and 200 on night shift (beginning midnight – 2am). The typical categories of employment for a casino operation are management and administrative, casino, food and beverage, maintenance and security.

Because the casino technology is largely cashless, increasing the number of machines to 5,000 would only increase employment by about 25 people.

In addition, the track will employ approximately 70 people.

### Racing Operation Traffic

The track will be a 'ship-in, ship-out' facility. In the morning, horses are transported in and are assigned their stall and race number. Because there is stable room only for the horses in that day's race, at the end of the racing day all horses will be transported out. The size of the transport vehicle depends on the number of horses being shipped by an owner, and typically will range from a pickup truck with one-horse trailer attached to a 6-horse trailer. Occasionally an 18-wheel tractor trailer would be used. It is assumed that a typical race day will see 10 races with 8 horses in each race. About 50 horse transport vehicles would arrive and 50 would depart on a typical day.

About 70 employees are associated with the racing operation. These employees have their own parking area.

### Casino Trip Generation

The racinos (slots casino with race track) are a new use in Pennsylvania and the travel characteristics are not yet known. Therefore, trip generation was examined three ways:

- using trip rates from traffic counts at racetrack/slots gaming facilities in Delaware. Traffic counts of Delaware Park and Dover Downs conducted by others in April of 2003 were examined. At the time both had 2,000 slots.
- using a trip generation study conducted in Las Vegas
- applying estimates of peak hour percentage, mode split and vehicle occupancy to daily estimated attendance

A study of Las Vegas casinos<sup>1</sup> found a significant difference between the "Strip" casinos and "local" casinos, those which are outside the resort corridor and not within walking distance of another casino. For these "local" casinos, the number of trips was not closely related to number of hotel rooms, but closely related to gaming positions and casino floor area. The trip generation equations developed for "local" casinos were applied to Harrah's Chester Downs.

Harrah's estimates that with 3,500 slots, the average daily person traffic would be approximately 17,000 persons/day. This number would be higher on a Friday and Saturday and lower other days. For ultimate conditions with 5,000 slots, the daily average might be as much as 25,000 persons/day.

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<sup>1</sup> "Recalibration of Trip Generation Model for Las Vegas Hotel/Casinos", Curtis D. Rowe, P.E. University of Nevada Las Vegas, 2000

We expect that the mode split will be highly auto oriented. In Atlantic City, 76% of visitors arrive by auto and 21% arrive by bus. The percentage of visitors traveling to Atlantic City by bus has been decreasing since the late 1990's.<sup>2</sup> However in Detroit, a city with stand-alone gaming sites, 96% of visitors arrive by auto. Harrah's does not plan to run promotions or offer incentives for bus trips. Harrah's can control the time of arrival and departure of buses that do travel to Chester Downs. It is assumed bus trips would arrive in the morning and depart by 4:00 pm when and will not coincide with peak casino hours.

The average auto occupancy for visitors at Atlantic City casinos is 2.4 persons per auto. The auto occupancy at a slots-only facility would probably be lower. For purposes of this study, an occupancy of 2.0 per vehicle was used. The peak hour was assumed to have 12% of daily visitor traffic entering and 10% exiting.

The peak hour trip generation for 3,500 slots at Chester Downs was calculated based on the trip rates of the various sources, shown in the following table. During the peak hour, approximately 1,900 vehicle trips are expected. This would occur in the early evening.

**Table 1. Estimated Trip Generation of Casino with 3,500 slot machines**

Source for trip rate	Resulting Trip Estimate for 3,500 slots		
	In	Out	Total
Dover Downs - weekend	1,153	737	1,890
Delaware Park - weekend	868	802	1,670
Dover Downs - weekday	646	596	1,243
Las Vegas study –PM peak	1,216	1,123	2,339
Estimated Daily Attendance factored for peak hour % and vehicle occupancy	1,020	850	1,870
Peak Hour Trip Estimate Used - 3,500 slots	1,100	800	1,900

On a daily basis, Chester Downs will generate approximately 18,200 vehicle trips total in and out --- 17,000 by visitors, 1,000 by employees and 240 by the racetrack administration and paddock activity.

Trip Distribution

The market for this facility will be day trips. Figure 3 illustrates the area covered within a 30 minute and one hour drive time of Chester Downs. As indicated, the area to the south on I-95 has a competing slots and racing facility (Delaware Park). To the north on I-95, it is anticipated

<sup>2</sup> Source: South Jersey Transportation Authority

that there will be two future slots-only sites in Philadelphia (locations to be determined), and slots with racing in Bucks County (Philadelphia Park). In New Jersey, Atlantic City is closer for some NJ residents within the hour drive time of Chester Downs. To the north on I-476 there is no competing site; also I-476 connects with the Pennsylvania Turnpike. The estimated trip distribution is

I-95 from the north	30%
I-476	35%
I-95 from the south	15%
PA 320, 352, 322	20%

I-95 traffic will be encouraged to use Exit 8 and will approach from the east on 291. The trip distribution on roadways at the site is shown in Figure 4.

### Site Circulation

The primary visitor entrance to the site is at Melrose Avenue. Melrose Avenue is grade separated from the railroad tracks and so train movements would not affect this access. Visitors entering at Melrose can turn into the porte cochere for valet service, or drive directly into the garage and self park.

A second entrance is provided on Morton Avenue that would be used by the horse trailers and other paddock traffic during the racing season. Some portion of visitor traffic would also use Morton Avenue to enter the site and can enter the garage or use the valet.

The Melrose Avenue and Morton Avenue driveways will be connected by a two-way, two lane roadway parallel to the Conrail tracks.

The primary vehicle exit is via Morton Avenue. Vehicles exiting the garage will be directed to turn left toward Morton to exit.

Visitors using valet parking will pick up their cars at the opposite side of the main lobby from the valet drop-off. The pickup area is separated from the drop-off to avoid conflicts and congestion in the valet zone. Visitors leaving the valet area will travel behind the garage, merge with the garage exit lane and exit to Morton Avenue.

For groups arriving by bus, bus drop-off zone with four spaces is located east of the garage. Buses can reach the zone from either access driveway, but all will exit to Morton Avenue. As indicated earlier, Harrah's expects a very small portion of visitors to be in bus groups.

The Chester Downs site also has a driveway for service and delivery traffic at the eastern end of the site to 2<sup>nd</sup> Street

Figure 5 illustrates the new peak hour trips generated by 3,500 slots and distributed to the driveways and adjacent roads.

## FUTURE CONDITIONS

### Proposed Roadway Improvement Projects

Several projects that will improve access to the site are either planned or under construction

- Widening of PA 291 from Trainer Borough line to Franklin Street. Upon completion, PA 291 will be a five lane roadway its entire length in the City of Chester, two lanes each direction plus a center turn lane. This project is under construction.
- Addition of a new on- ramp to southbound I-95 at Edgemont Avenue. This ramp is under construction.
- I-95 Interchange 6 streetscape project, improving the entrance to Widener University. Includes routing of traffic bound for PA 352- PA 320 via 14<sup>th</sup> Street and new traffic signals at intersections of 14<sup>th</sup> Street / Edgemont Avenue and 14<sup>th</sup> Street / Providence Avenue.
- Intersection improvement at Morton Avenue, 10<sup>th</sup> Street and Chestnut Street (no additional lanes). Northbound Morton Avenue traffic uses Chestnut Street as a route to I-95.
- Traffic signal improvements on US 13, Morton Avenue and 9<sup>th</sup> Street. Also includes signal improvements at two intersections on Kerlin Street. This project is in design.
- New direct connection between PA 291 and I-95 both northbound and southbound. The connection will be via a new on-ramp from PA 291 (at Jeffrey Street) to westbound US 322, and new off ramp from eastbound US 322 to PA 291 (at Tilghman Street). The new interchange location is about 1.8 miles west of Chester Downs. Once completed, this interchange will become the route of choice for traffic from the south and west. This project is now under design, and the approximate construction date is late 2006.

### Future Volumes and Levels of Service

Peak casino generated traffic volume was added to existing PM peak hour traffic volumes. The resulting volumes are illustrated in Figure 6.

The intersections of PA 291 with Morton Avenue and with Melrose Avenue were analyzed to determine whether sufficient capacity exists for the added traffic. By definition, ‘capacity’ represents the maximum number of vehicles that can be accommodated, given the constraints of roadway geometry, environment, traffic characteristics, and controls. Intersections generally control capacity in road networks because most conflicts exist at these points between

through, crossing, and turning vehicles. Because of these conflicts, congestion is most likely to occur at intersections. Therefore, intersections are studied most often when determining the quality of traffic flow on a road network.

A descriptive mechanism called “Level of Service” has been developed to describe the delays associated with the ‘conflicting movements’. Level of service is described from ‘A’ (best performance, least delay) to ‘F’ (worst performance, greatest delay). Tables 2 and 3 describe the Level of Service ranges for unsignalized and signalized intersections, respectively. In an urban area, Level of Service D – delay of 55 seconds at a signal or 35 seconds at a stop sign--- is generally considered to be acceptable.

Peak hour levels of service (LOS) were determined using version 4.1 of the Federal Highway Administration’s Highway Capacity Software (HCS) and are shown in Figure 7.

## RECOMMENDED IMPROVEMENTS

### Morton Avenue

All movements at the signalized intersection of PA 291 and Morton Avenue operate acceptably, except for northbound Morton Avenue exiting the site. Northbound Morton Avenue operates at Level of Service F with future volumes under the existing lanes and signal timing. Changing the signal timing to give Morton Avenue more green time would reduce delay, but not to an acceptable level. An improvement that would give acceptable level of service is to restripe Morton Avenue to provide an additional northbound travel lane. The 54’ roadway would be striped as three 12’ wide northbound lanes approaching the signal: a left turn lane, a through lane and a through-and right turn lane. A single 18’ wide entry lane would be provided. Parking along the west curb line would be removed.

The change in the northbound lanes of Morton Avenue requires a change in the southbound striping to align across the intersection. The existing two southbound approach lanes would be restriped as one through-and-right-turn lane and one left turn lane. This modification plus a 5-second shift in signal timing results in acceptable operation for all movements.

The State Correctional Institution as the corner of Morton Avenue and 291 has a parking lot with a driveway to Morton Avenue. At present, Morton Avenue volumes are light and drivers can pull out of the lot and up to the signal. With the addition of casino traffic, the queue at the signal will extend past the driveway. If drivers attempt to exit to Morton they could block the inbound lane. It is recommended that the Morton Avenue driveway to this parking lot be used for entry only. The lot has a driveway to Madison Street and has access to PA 291 at that traffic signal.

A crosswalk is striped across Morton Avenue between the Correctional Institution and the parking lot. Again, when volume and queues increase on Morton Avenue, there will be more vehicle –pedestrian conflicts. The crosswalk should be relocated to the normal crosswalk position at a traffic signal.

## Melrose Avenue

The intersection of PA 291 and Melrose Avenue is not signalized. The left turn into Melrose Avenue is expected to be in the range of 600 – 700 vehicles in an hour. At the same time, eastbound traffic on PA 291 will increase substantially due to exiting Casino traffic traveling to I-95 north. Under unsignalized conditions, the projected level of service is Level F. The left turn would improve to Level of Service D with the addition of a new traffic signal. This intersection could well meet a four hour signal warrant, considering the westbound left turn as the minor street and the eastbound through lanes as the major street.

The westbound left turn lane of PA 291 at Melrose Avenue is approximately 6 – 8 vehicles long. The roadway returns to a four-lane section at the bridge over the Ridley Creek. The westbound left turn volume into Chester Downs is likely to be greater than the westbound through volume during many hours of the day. Through traffic volume on PA 291 does not need the capacity of two lanes. It is proposed to restripe PA 291 to merge the two westbound lanes into one and then develop a long (400 feet) left turn lane approaching Melrose Avenue. The turn lane would then extend over the Ridley Creek bridge. This will allow for a greater queue storage length. The longer lane, combined with an advance directional sign, would give motorists more reaction time to see the turn and move to the left lane.

Figure 7 illustrates future Levels of Service with peak hour casino traffic and no improvements. The Levels of Service with the proposed improvements are also illustrated. Figure 8 summarizes the proposed improvements at these intersections.

## Other Improvements

Motorists who are coming to Harrah's Chester Downs will need some directional signing. In particular, motorists on I-95 are to be encouraged to use Exit 8 so that they do not all travel through the downtown.

It is not possible to get new attraction signs on I-95 due to the close spacing of existing signs.

Exit 8 is already signed for 'Chester Waterfront' in both directions on I-95. Harrah's can advertise their location as being on the Chester Waterfront. Starting at the off ramp intersections with Stewart Avenue, more directional signing is needed to lead motorists to the site. Penn DOT will require that such signs be the standard Tourist Oriented Directional Signs (TODS).

In addition, to lead visitors back to the interstate after leaving Chester Downs, exit signs with route direction markers start within the site. More route marker signs should be placed on Industrial Highway and Stewart Avenue. PA 291 and Stewart Avenue should be signed as the route to I-95 and also to I-476 since that route is simple and direct. PennDOT has been contacted and is willing to work with the developer to locate appropriate signing.

### Ultimate Conditions with 5,000 slots

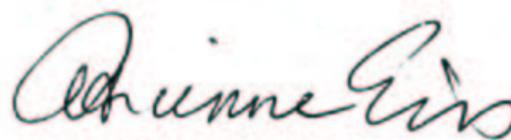
In the future, Harrah's Chester Downs could expand to a maximum of 5,000 slot machines. While this is an increase of 43% in the number of slots, the number of daily or peak hour visitors would not necessarily increase as much. However, this assumption would yield approximately 25,000 daily visitors. The peak hour trips generated would total 2,800, with 1,600 entry and 1,200 exiting trips.

The construction of the new interchange of PA 291 with I-95 may alter the travel distribution in the future. The need for any additional improvements due to increasing to 5,000 slot machines can better be determined when the first phase is completed and when the new interchange is in place, by actual measurement of traffic volumes and patterns experienced.

### **SUMMARY**

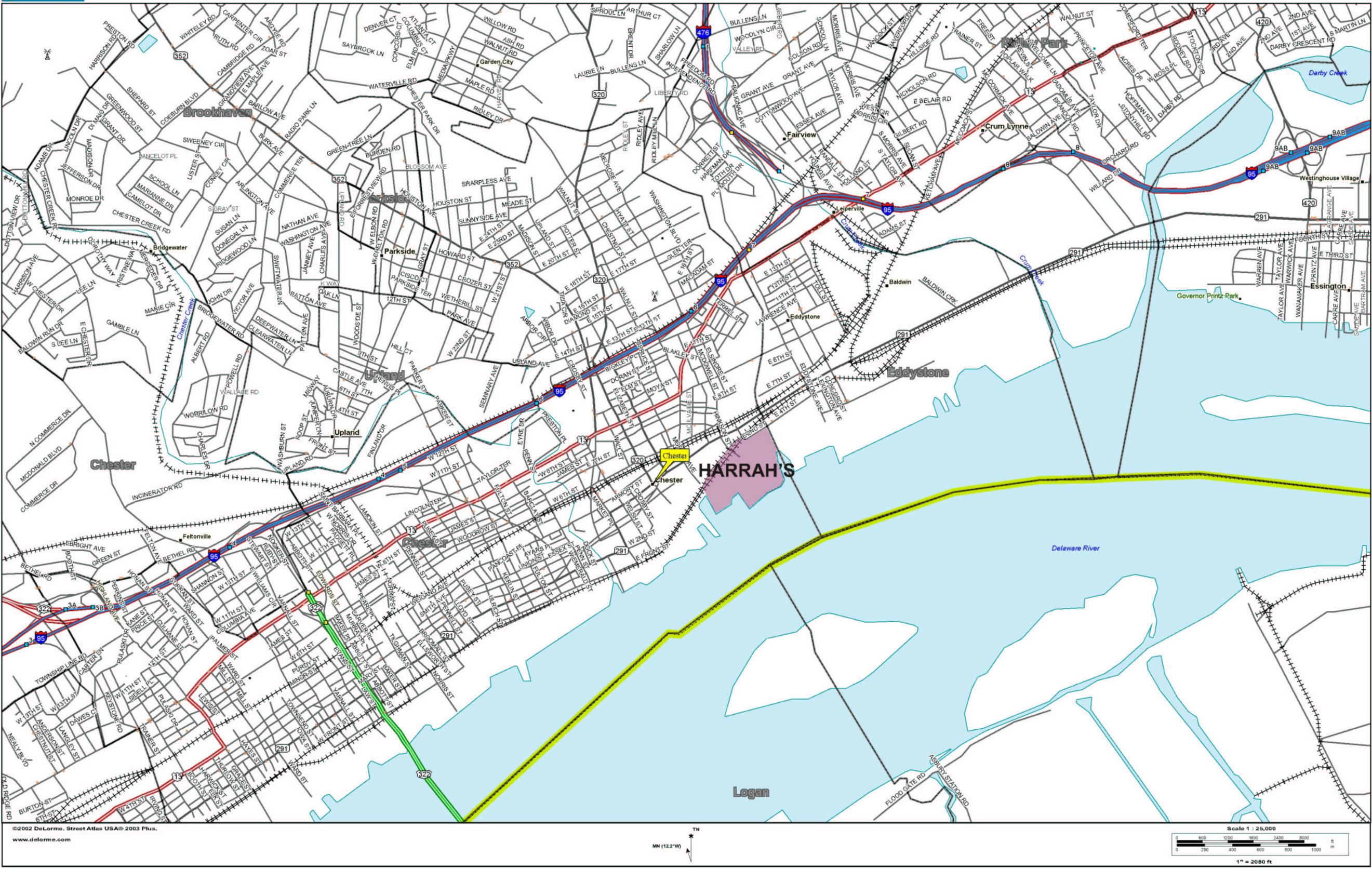
Harrah's Chester Downs will add a significant volume of traffic to PA 291. However, the existing volumes are relatively low. With some minor improvements as outlined in this report, adequate levels of service can be obtained.

Very truly yours,  
ORTH-RODGERS & ASSOCIATES, INC.



ARIENNE EISS  
Senior Project Manager

cc: Lisa Catania, P.E.  
Michael Koep



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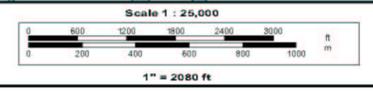
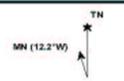
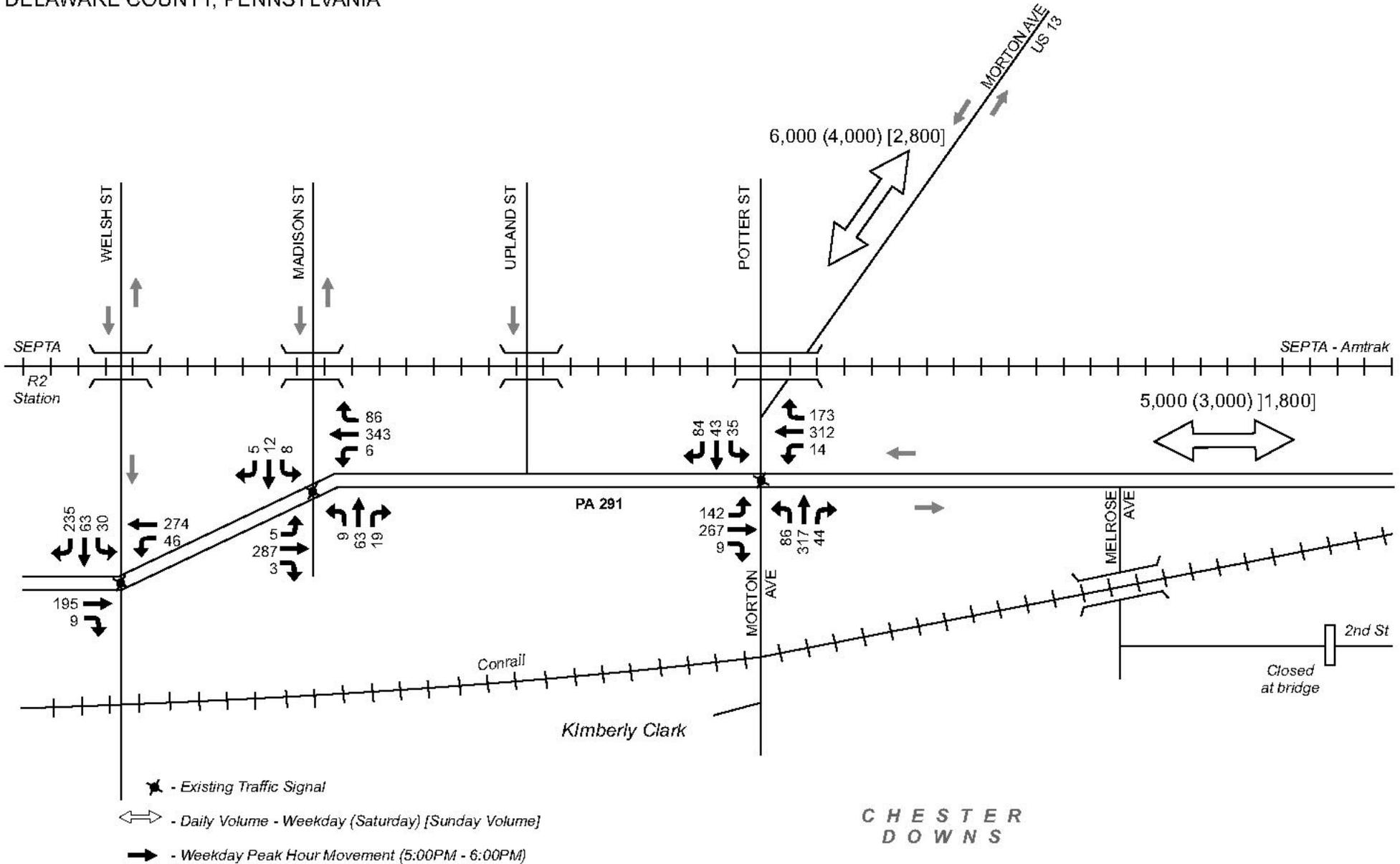


FIGURE 1



# Existing Daily and Peak Hour Traffic Volumes

**Harrah's Chester Downs**  
 CITY OF CHESTER  
 DELAWARE COUNTY, PENNSYLVANIA



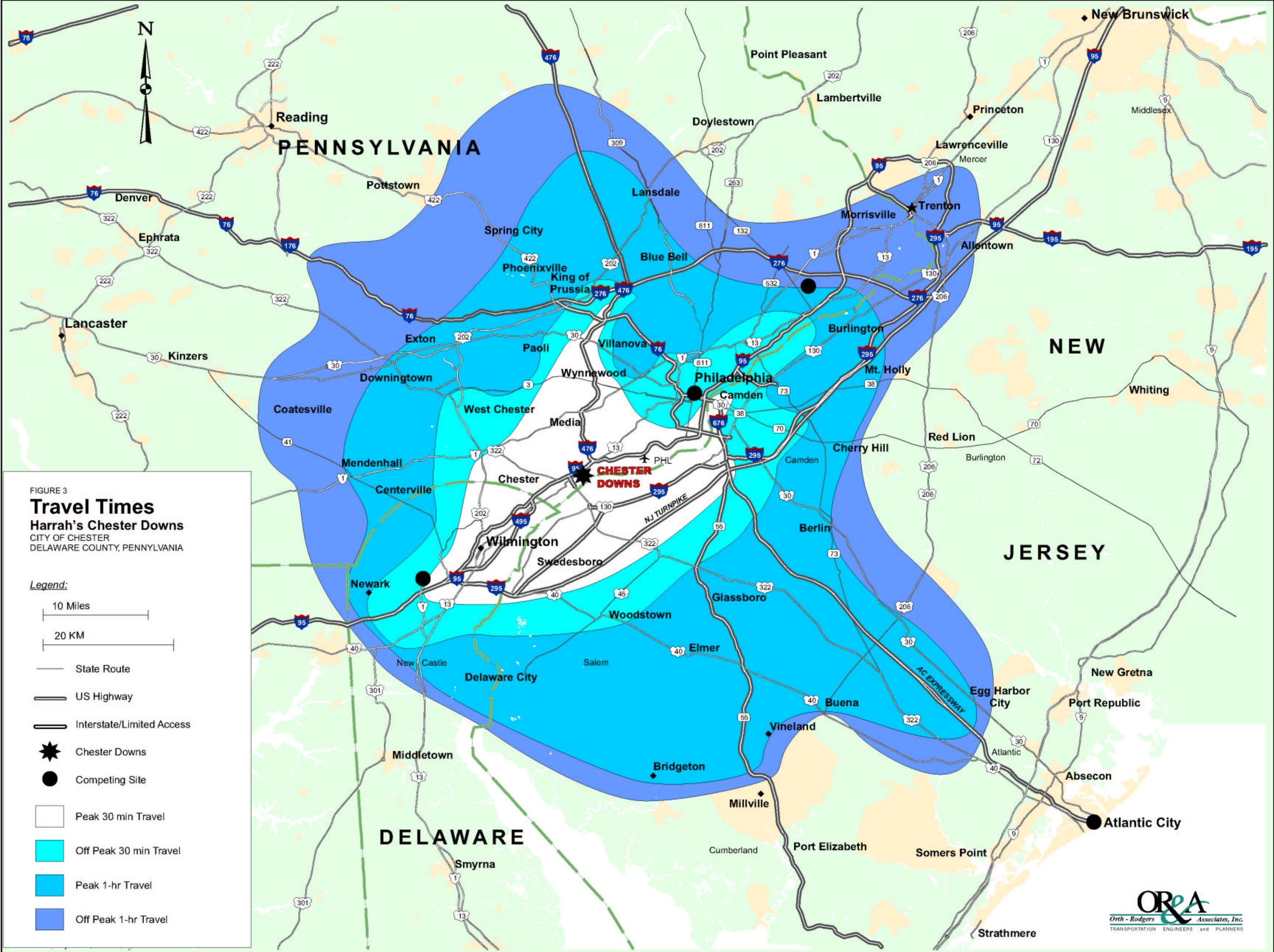
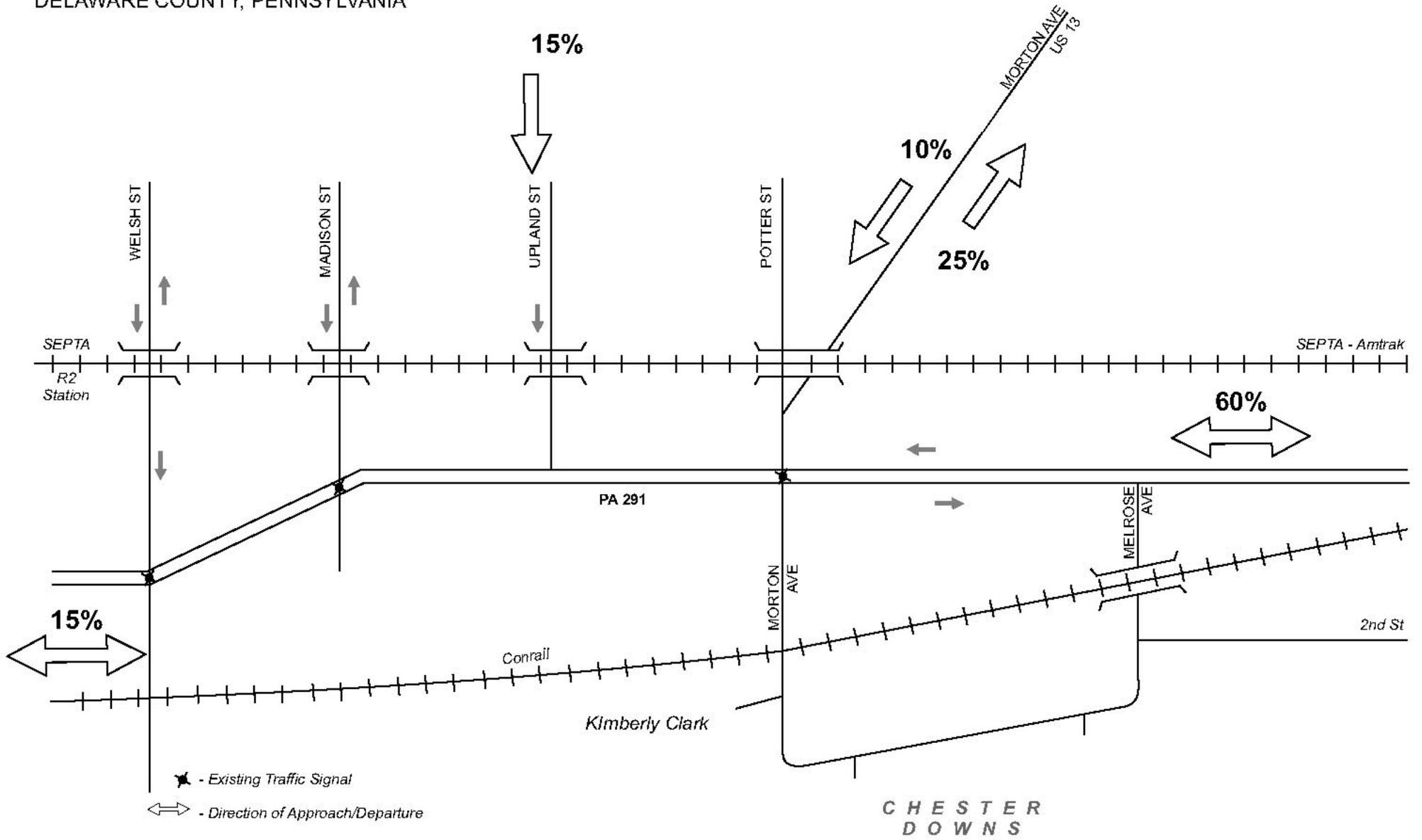


FIGURE 3  
**Travel Times**  
 Harrah's Chester Downs  
 CITY OF CHESTER  
 DELAWARE COUNTY, PENNSYLVANIA

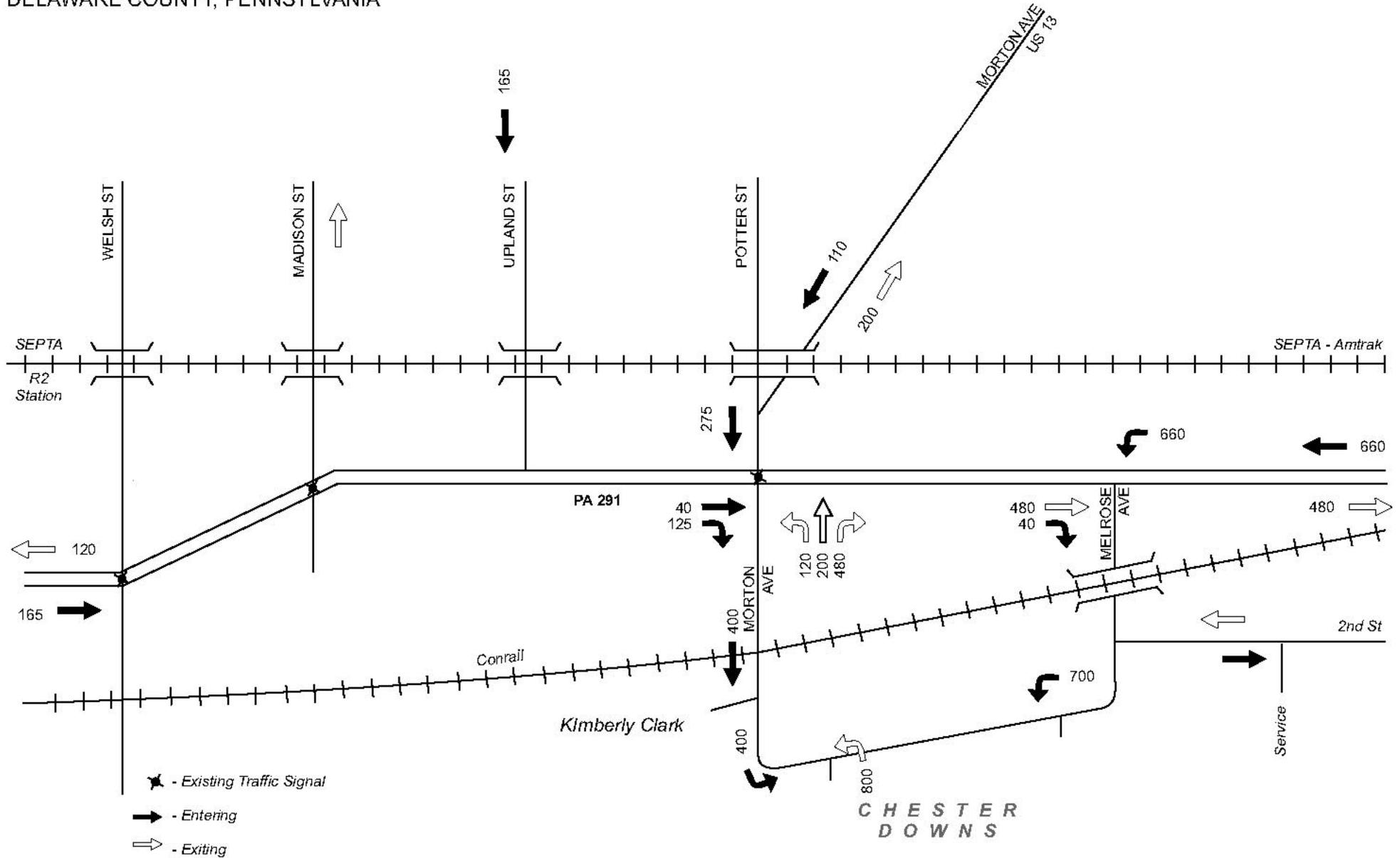
- Legend:**
- 10 Miles
  - 20 KM
  - State Route
  - US Highway
  - Interstate/Limited Access
  - Chester Downs
  - Competing Site
  - Peak 30 min Travel
  - Off Peak 30 min Travel
  - Peak 1-hr Travel
  - Off Peak 1-hr Travel

**Site Trip Distribution**  
**Harrah's Chester Downs**  
 CITY OF CHESTER  
 DELAWARE COUNTY, PENNSYLVANIA



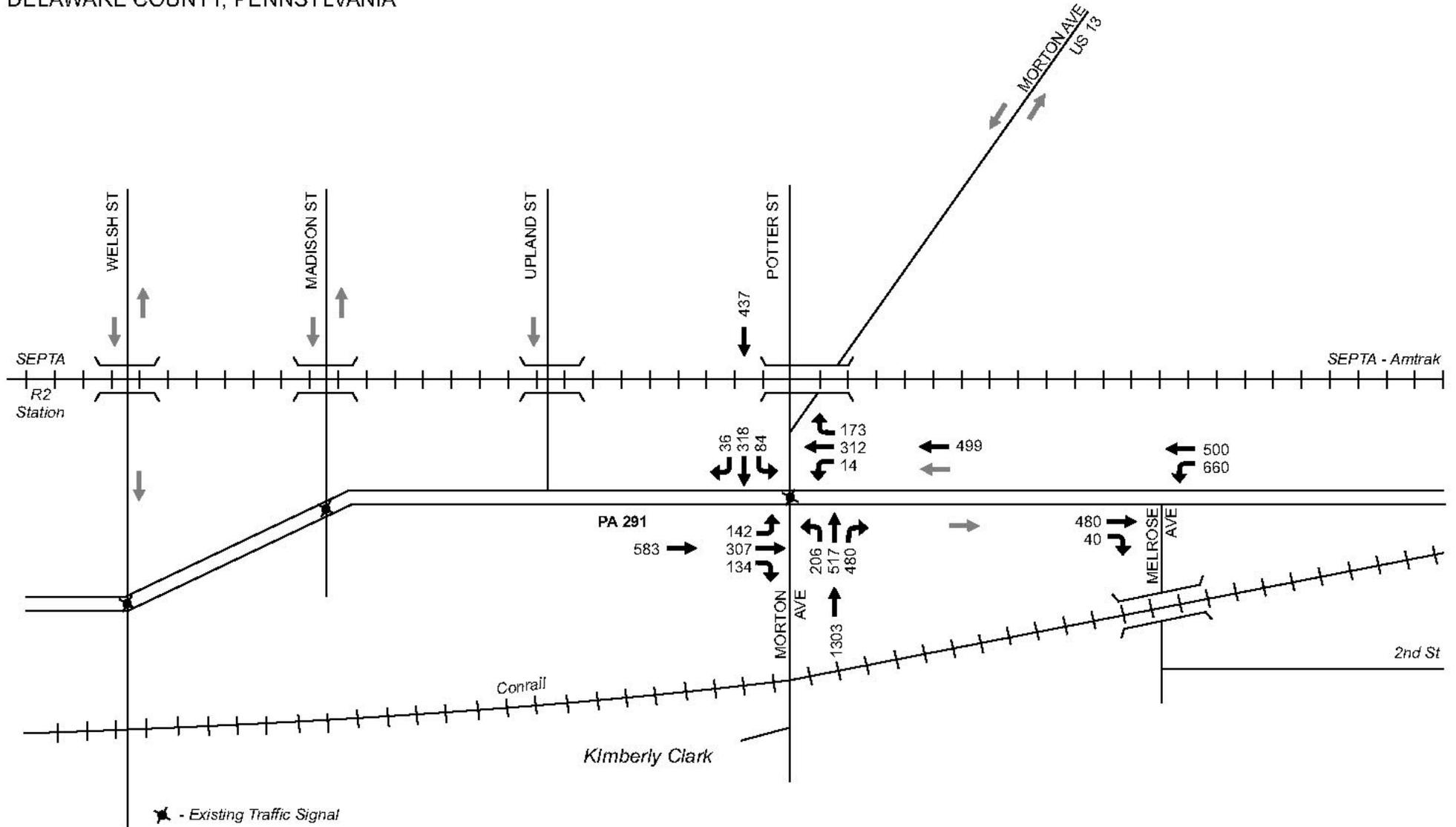
# New Peak Hour Trips Generated - with 3,500 Slots

**Harrah's Chester Downs**  
 CITY OF CHESTER  
 DELAWARE COUNTY, PENNSYLVANIA



# Peak Hour Total Traffic Volumes - with 3,500 Slots

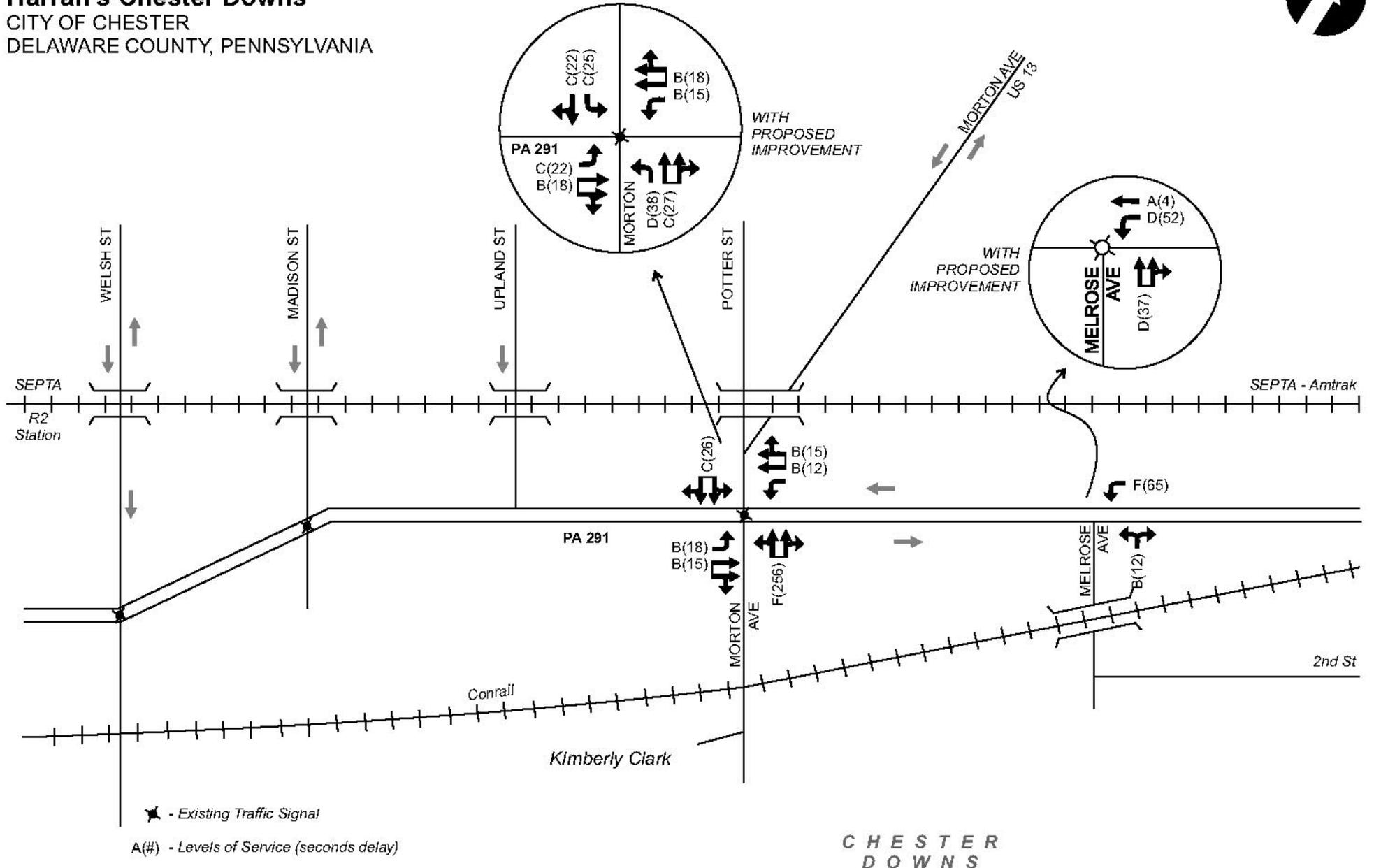
**Harrah's Chester Downs**  
 CITY OF CHESTER  
 DELAWARE COUNTY, PENNSYLVANIA



CHESTER  
 DOWNS

# Peak Hour Levels of Service - with 3,500 Slots

**Harrah's Chester Downs**  
 CITY OF CHESTER  
 DELAWARE COUNTY, PENNSYLVANIA

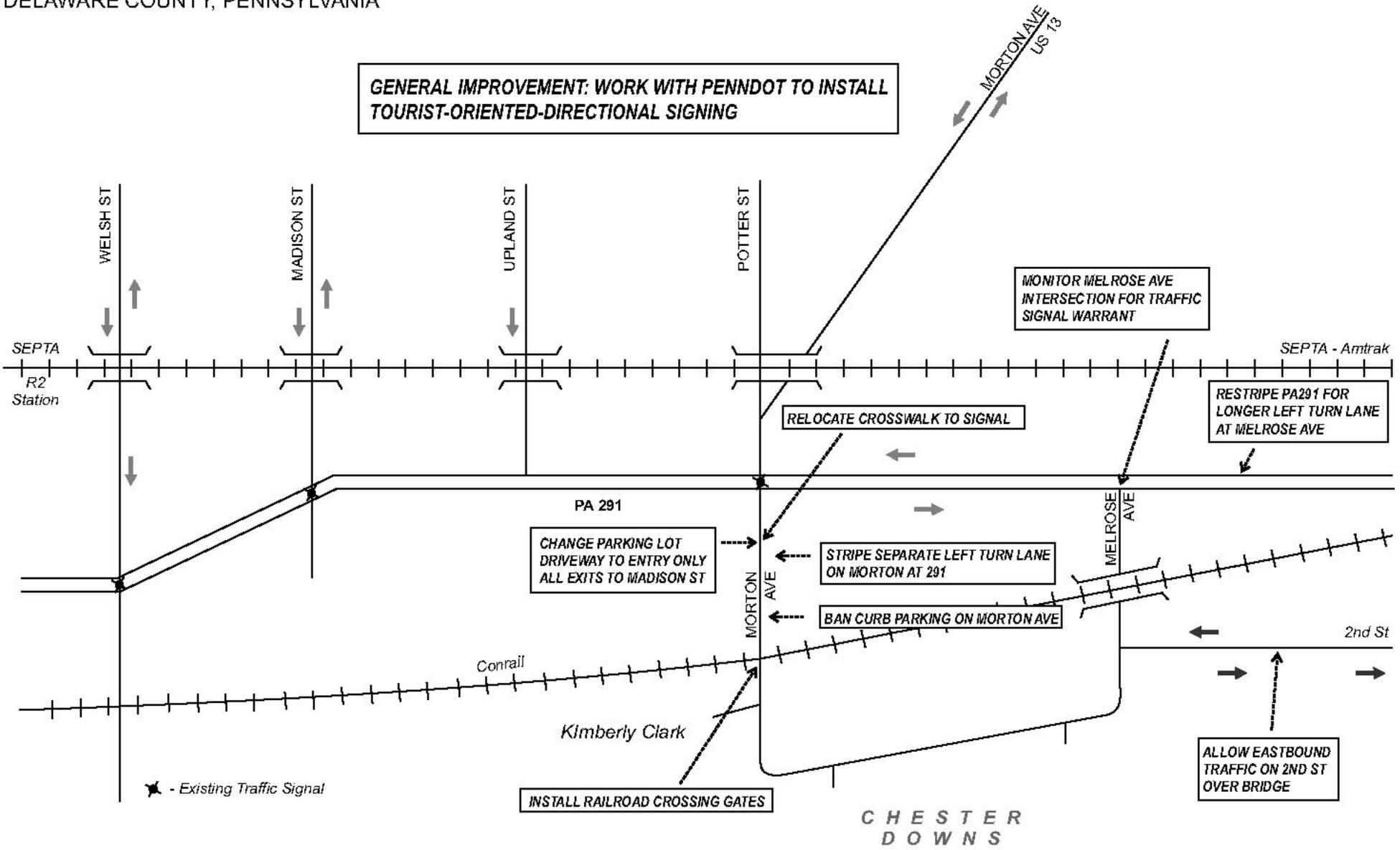




# Recommended Improvements

**Harrah's Chester Downs**  
 CITY OF CHESTER  
 DELAWARE COUNTY, PENNSYLVANIA

**GENERAL IMPROVEMENT: WORK WITH PENNDOT TO INSTALL TOURIST-ORIENTED-DIRECTIONAL SIGNING**



**Table 2  
LEVEL OF SERVICE AND EXPECTED DELAY FOR  
UNSIGNALIZED INTERSECTIONS<sup>1</sup>**

<b>Level of Service</b>	<b>Expected Traffic Delay</b>	<b>Average Control Delay (Seconds/Vehicle)</b>
a	Little or no delay	≤ 10.0
b	Short traffic delays	10.1 to 15.0
c	Average traffic delays	15.1 to 25.0
d	Long traffic delays	25.1 to 35.0
e	Long traffic delays	35.1 to 50.0
f	Very long traffic delays	> 50.0

**Table 3  
LEVEL OF SERVICE  
FOR SIGNALIZED INTERSECTIONS**

<b>Level of Service</b>	<b>Expected Traffic Delay</b>	<b>Average Control Delay Per Vehicle (Seconds/Vehicle)</b>
A	Very low delay, good progression; most vehicles do not stop at intersection	≤ 10.0
B	Generally good signal progression and/or short cycle length; more vehicles stop at intersection than Level of Service A	10.1 to 20.0
C	Fair progression and/or longer cycle length; significant number of vehicles stop at intersection	20.1 to 35.0
D	Congestion becomes more noticeable; individual cycle failures; longer delays from unfavorable progression, long cycle length, or high volume/capacity ratio; most vehicles stop at intersection	35.1 to 55.0
E	Usually considered limit of acceptable delay indicative of poor progression, long cycle length, or high volume/capacity ratio; frequent individual cycle failures	55.1 to 80.0
F	Could be considered excessive delay in some areas, frequently an indication of oversaturation (i.e. arrival flow exceeds capacity), or very long cycle lengths with minimal side street green time. Capacity is not necessarily exceeded under this level of service	> 80.0

<sup>1</sup> *Transportation Research Board, Highway Capacity Manual 2000, published by the Transportation Research Board, Washington, D.C., 2000.*



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

April 29, 2005

Mr. Alex Rodriguez, P. E.  
Catania Engineering Associates, Inc..  
520 West MacDade Blvd.  
Milmont Park, PA 19033-3311

Re: Sewer Planning Module Exemption  
Harrah's Chester Casino & Racetrack  
Chester

Dear Mr. Rodriguez:

Please be advised that DELCORA has sufficient capacity at the Western Regional Treatment Plant to accept the 348,098 GPD from the referenced project and is able to provide service for the next five (5) years. DELCORA does not project an overload for a five-year period.

As part of DELCORA'S approval, please also note:

1. A connection permit application must be completed and a connection (tapping) plan approved. The tap into the DELCORA 36 inch force must be done by an approved contractor engaged in the business of tapping sewers of this size. A tapping tee and appropriate flanges and valving must be designed. (The application is enclosed.)
2. Please provide confirmation that the October 1, 2004, GSA letter is final and represents the extent of the casino development at this first stage. During preliminary meetings with Ms. Lisa Catania of your office, Lisa was trying to confirm, as final, these anticipated flows. The letter should also be part of the application. (Please forward).
3. This approval does not include DELCORA'S approval to accept any wastewaters generated during construction activities, including contaminated groundwaters or the discharge of animal waste from the holding tanks. A separate pretreatment approval is needed.
4. Based on prior discussions, DELCORA assumes that it will not take responsibility for the on-site sewers, pump station, and force main. If that is not the case, please note that a developer's agreement will be needed and DELCORA will review the design to ensure future ease of maintenance.

ADMINISTRATION

610-876-5523  
 FAX: 610-876-2728

CUSTOMER SERVICE/BILLING

610-876-5526  
 FAX: 610-876-1460

PURCHASING & STORES

610-876-5523  
 FAX: 610-497-7959

PLANT & MAINTENANCE

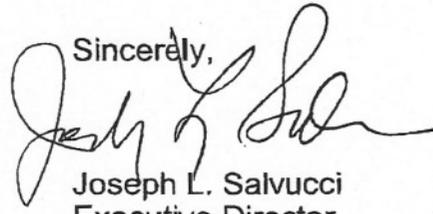
610-876-5523  
 FAX: 610-497-7950

Alex Rodriguez, P. E.  
Page 2.  
April 29, 2005

The Chapter 94 Consistency Determination form has been signed in the appropriate places. Please contact Christine Volkay-Hilditch, Director of Engineering at (610) 876-5523, ext 116, if you have any questions.

Thank you for your attention.

Sincerely,



Joseph L. Salvucci  
Executive Director

JLS:trb  
Enclosure

cc: E. Bothwell  
D. Dutton  
J. Morris  
P. Higgins, Weston  
M. Maddren, Blank Rome LLP  
File



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

July 7, 2005

Via Fax: #(610) 532-2923

Mr. Alex Rodriguez, P. E.  
Catania Engineering Associates, Inc..  
520 West MacDade Blvd.  
Milmont Park, PA 19033-3311

Re: Sewer Planning Module Exemption  
Harrah's Chester Racetrack  
Chester

Dear Mr. Rodriguez:

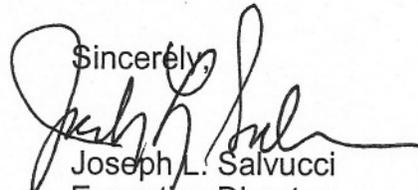
Please be advised that DELCORA has sufficient capacity at the Western Regional Treatment Plant to accept the 237,231 GPD from the referenced project and is able to provide service for the next five (5) years. DELCORA does not project an overload for a five-year period. This is a reduced flow from the original planning module. We are concerned that the casino expansion flow does not include the ancillary flows, (meals, events, etc.), that the initial phase includes. DELCORA can provide service for additional flow, but is only concerned that the private facilities are sized to include additional flows.

Also enclosed is DELCORA's original approval letter. The issues surrounding the connection permit and the physical connection to the force main will need to be resolved. We look forward to addressing these issues with you and your client.

Please contact Christine Volkay-Hilditch, Director of Engineering at (610) 876-5523, ext 116, if you have any questions.

Thank you for your attention.

Sincerely,



Joseph L. Salvucci  
Executive Director

JLS:trb

Enclosure

cc: E. Bothwell  
D. Dutton  
J. Morris  
P. Higgins, Weston  
M. Maddren, Blank Rome LLP  
File

## CB Danner

---

**From:** Eric Dominguez  
**Sent:** Friday, October 28, 2005 7:42 PM  
**To:** CB Danner  
**Cc:** Mike Nasby  
**Subject:** Comments

CB,

Mike Nasby asked me to review a PECO electric service agreement that you forwarded to him by fax (Morton Avenue, Chester PA service account). I looked at the agreement and didn't see anything that raised any flags. The agreement matches PECO's approved electric tariffs. I'm assuming the account rep that you're dealing with at the utility explained the different service options available and determined the rate class and riders that made most sense given your facility's electrical characteristics. Please note the minimum and maximum demands defined in the contract establish not only your delivery limits, but also your minimum charges. If you're sure you will always exceed 3000 kW, shouldn't be an issue. Lastly, you may want to verify whether the language in contract for electric service requires you to purchase your energy from PECO at the default PLR rates for three years or whether you will have the option of switching energy providers if you find a better alternative. I don't think you should be obligated to PECO for the energy aspect of your service given the electricity market is deregulated in PA. The three year term should just apply to your distribution service charges. You may want to verify to make sure that's the case.

If you have any questions for me, please feel free to call. Good luck!

Eric Dominguez  
Director - Energy Services  
HARRAH'S ENTERTAINMENT, INC.  
Facilities & Construction Services  
One Harrahs Court  
Las Vegas, NV 89119-4312  
Tel. 702.880.6876  
Fax. 702.407.6079  
Cell. 702.343.9501  
edominguez@harrahs.com



PECO Energy Company  
2301 Market Street - S10-1  
Philadelphia, PA 19103

October 18, 2005

C.B. Danner  
Harrah's Entertainment  
777 Harrah's Boulevard  
Atlantic City NJ 08401

Dear Mr. Danner

Subject: Electric Service to Your Premises  
Morton Avenue  
Chester PA 19016

We are pleased to enclose for your consideration Agreement for Electric Service to the subject premises under our Rate HT High-Tension Power and our Rules and Regulations. The Agreement, is modified by the Night Service Rider and Construction Rider. The Agreement, when properly executed will become effective on the first day the service is energized for a term of three (3) years.

The minimum guarantee under this Agreement will be 3000 kilowatts and we shall not be required to supply capacity for a billing demand in excess of 7500 kilowatts, except as modified by the Night Service Rider under which the maximum billing demand shall not exceed 7500 kilowatts.

If the enclosed Agreement changes the status of your exemption under the Pennsylvania Sales Tax, which applies to the charges for Electric Service, please submit an Exemption Certificate with this Agreement.

If you desire service under the enclosed Agreement, please have it signed and witnessed in duplicate and returned to us. The Agreement will become binding on our returning to you one copy executed by us. This Agreement is subject to acceptance by you and receipt by us within ten (10) days from date.

Very truly yours,

A handwritten signature in cursive script that reads "Louie Velasco".

Louie Velasco  
Account Manager  
ESO East New Business Desk

enclosure

*Customer's copy*

**PECO ENERGY COMPANY**  
**OUTLINE FOR CUSTOMER'S ELECTRIC SERVICE**

T-3187  
Single-Line Diagram#: 260718  
Request #: 378897  
Work Order #: 98615850

**Customer:** Harrah's Entertainment (Dual 13.2 kV Service)  
Morton Avenue & Delaware River  
Chester, PA 19016

**Service Characteristics**

13,200 Volts      3 phase      4 wire  
 Single       Dual       Regular & Reserve       Other type service  
 Open Wire       Aerial Cable       Underground  
Billed on Rate HT:      **Contract Limits:** 3,000 – 7,500 kW (7,895 kVA)  
7,500 kW (7,895 kVA) Night Service Rider

Circuits: **Saville-138 & Saville-140**

Delivery Point: Per design provided by Mike Fabian / Glenn Wilson

Metering: 13,200 Volts, 3 phase, 3 wire - meter# 918MQ series, rated 4890 kW per service

**PECO TO PROVIDE**

Two set of 2 – 14,400–120 Volt VTs and 2 - 150/5 Amp CTs

**DUAL METERING POINT SELECT FROM:**

- Provide 1 - Triplex 11 jaw dual meter panel 12982 (3 Phase Delta) with provisions for customer contacts and phone line per per 2004 ESR fig 8.52
- Install MUG meters and phone line
- Combine meter registration for coincident demand and energy

**CONTRACTOR TO:**

- Install PECO's metering VTs and CTs in customer's utility metering compartment and make all primary connections.
- Install meter panel with provisions for customer contacts and phone line per 2004 ESR Figure 8.52
- Extend acceptable rigid steel secondary conduit from PECO metering transformer compartment to PECO meter panel per ESR 8.10.3.5.

**Installation must be in accordance with the 2004 Revision of PECO Energy's Electric Service Requirements (ESR) handbook, and as described below:**

**Service Assembly 13.2 kV by Customer**

- ESR Table 10.26 (Dual 13.2 kV Service via Main-Tie-Main Circuit Breakers)
- Circuit Breakers
- Auto Primary Transfer
- Overcurrent Relays

Transformer Capacity by Customer – 11,000 kVA

**Underground or Aerial Cable Work by Company**

- Splice, property line

**Underground or Aerial Cable Work by Customer**

- Contractor: Hobbs & Company, Inc. Phone: (610) 485-4701 Contact: Ed Collison
- Manhole (see ESR table 12.39)
- Extend cable (3 – 1 x 500 CU, 15 kV, Concentric Neutral) to company's manhole per design by Mike Fabian / Glenn Wilson. Leave 15 feet of cable for company to splice in manhole.

**CONTRACT FOR ELECTRIC SERVICE (RATE HT)**

Harrah's Entertainment, a Corporation, incorporated in the State/Commonwealth of New Jersey, at premises located at Morton Avenue Chester PA 19016, hereinafter called Customer, on this 18th day of October, 2005, hereby agrees to purchase electric service from PECO Energy Company, a public utility authorized to supply electric service in the Commonwealth of Pennsylvania, hereinafter called Company, in accordance with the Company's Tariff for Electric Service on file with the Public Utility Commission (Electric PA P.U.C. No. 3) as follows:

**TERM OF CONTRACT.** This contract shall be for a term of three (3) year(s) commencing on the first day the service is energized. Thereafter, this contract will continue with full force and effect on a month-to-month basis until terminated upon 7 days notice by either party to the other.

**RATE.** Customer agrees to use and pay for electric service supplied hereunder in accordance with Rate HT High-Tension Power and the Company's Tariff for Electric Service, and any supplements thereto or any tariffs issued to supersede said Tariff, which may hereafter be filed.

**CUSTOMER'S OBLIGATION.** Customer agrees to pay each month during the term of this agreement such minimum charges required by the Company's Tariff. Customer understands that this Contract is subject to, and incorporates by reference all applicable provisions of, the Company's Tariff for Electric Service, and that the Company must provide service and bill the Customer strictly in accordance with the applicable provisions of the Company's Tariff for Electric Service.

**CUSTOMER'S FACILITIES.** The Customer promises that its electric facilities shall comply with the National Electrical Code and the Company's published "Electric Service Requirements."

**COMPANY SERVICE.** The Company will supply electric energy to the Customer nominally at sixty-cycle unregulated alternating current in the form of 3 phase, 4 wires, nominally 13200 volts.

**CONTRACT LIMITS.** The Customer's minimum billing demand shall be of 3000 kilowatts and the Company shall not be required to supply capacity for a billing demand in excess of 7500 kilowatts.

**RIDERS.** The following riders are made a part of this Contract, in accordance with their terms and conditions as set forth in the Company's Tariff, and pursuant to the following terms: Night Service and Construction Riders.

IN WITNESS WHEREOF, Customer hereby enters into this Contract as of the day and year first above written:

**WITNESS OR ATTEST:**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

**PECO Energy Company**

\_\_\_\_\_

By: \_\_\_\_\_

HT-Agmt.

**NIGHT SERVICE HT RIDER**

Applied in conjunction with a contract at Rate HT, dated October 18, 2005, between Harrah's Entertainment located at Morton Avenue Chester PA 19016 ("Customer") and PECO Energy Company, ("Company").

**RIDER STATEMENT**

**AVAILABILITY/APPLICABILITY.** To service provided during Off-Peak Hours for demands in excess of those supplied during On-Peak Hours. The demand specified for Off-Peak Hours shall be limited to an amount determined by the Company which shall be dependent upon the capacity of the generation, transmission and distribution facilities available for such supply.

**DEFINITION OF PEAK HOURS.** On-Peak Hours are defined as the hours between 8:00 am and 8:00 pm, Eastern Standard Time or Daylight Saving Time, whichever is in common use, daily except Saturdays, Sundays and holidays; except that the On-Peak Hours will end at 4:00 pm on Fridays. Off-Peak Hours are defined as the hours other than those specified as On-Peak Hours.

**RATE IMPACT.** Rates HT or EP, including all terms and guarantees, are applicable during On-Peak Hours. The capacity charges and blocking of the energy charges contained in the Variable Distribution Service Charges, CTCs, and Energy and Capacity Charges (if applicable) shall be based on the billing demand for On-Peak Hours except that, when the greatest demand during Off-Peak Hours, as determined by measurement, exceeds the demand specified for Off-Peak Hours, the amount of such excess shall be added to the billing demand for On-Peak Hours and the resultant sum shall then constitute the basis for said capacity charges and blocking of energy charges. If the customer receives Default PLR Service, the terms of this rider shall also apply to the Energy and Capacity Charge.

**MONTHLY RATE TABLE.**

**Night Service billing and metering charge: \$11.39**  
**Charge per kW of Off-Peak billing demand per month: \$0.88 (I)**

**STATE TAX ADJUSTMENT CLAUSE APPLIES TO THIS RIDER.**

**DETERMINATION OF OFF-PEAK BILLING DEMAND.** The Off-Peak billing demand shall be the amount by which the greatest demand during Off-Peak Hours, as determined by measurement, exceeds the billing demand for On-Peak Hours, whether the latter is a minimum or an actual demand, except that, when said greatest demand during Off-Peak Hours exceeds the demand specified for Off-Peak Hours, said greatest Off-Peak demand shall be reduced by the amount of the excess in determining the Off-Peak billing demand.

**OTHER RIDERS.** Where the Off-Peak Rider and this rider are applied to the same contract, the Off-Peak Rider will be applied only to the provisions of the contract, and this rider will then be applied to the contract as modified. This rider will not be applied in conjunction with the Temporary Service Rider.

**TERM OF CONTRACT.** The initial contract term shall be for at least one year.

(I) Denotes Increase

Dated: October 18, 2005

\_\_\_\_\_

Maximum Off-Peak demand 7500 kW.

BY: \_\_\_\_\_

**PECO Energy Company**

BY: \_\_\_\_\_

**CONSTRUCTION RIDER (ELECTRIC SERVICE)**

Applied in conjunction with a contract at Rate HT, dated October 18, 2005, between Harrah's Entertainment located at Morton Avenue Chester PA 19016 ("Customer") and PECO Energy Company, ("Company").

**RIDER STATEMENT**

**AVAILABILITY/APPLICABILITY.** To service provided during or immediately following a major construction or expansion period or during a receding load period, after the expiration of the initial contract term, while a business is in process of dissolution. A major construction or expansion period is defined as a construction or expansion project undertaken by the customer which upon completion will require an upward modification of the customer's contract limits.

**RATE IMPACT.** During the expanding load period preceding the operation within the load limits provided in the contract or the receding load period subsequent to the fulfillment of the initial contract term, PECO Energy will not apply the following guarantees of revenue: power factor adjustment, minimum billing demand, and contract minimum. If the customer receives Default PLR Service, the terms of this rider shall also apply to the Energy and Capacity Charge.

**RIDER TERM.** The total term of application of this rider during the preliminary or construction period shall be 6 months subject to the option of the Company to grant not more than three successive renewals of the rider term on major construction projects. Its application during a receding load period subsequent to the completion of an initial contract term shall be for not more than one year.

**TERM OF CONTRACT.** The initial contract term for service to expanding locations to which this rider is applied shall be extended for a period corresponding to the total number of months this rider is applied to the customer's bill during construction or expansion of the customer's facility.

**OTHER RIDERS.** This rider, when applied to service to temporary installations to which the Temporary Service Rider is also applied, shall not operate as a waiver of the requirement that monthly minimum charges be paid for a period of not less than 6 months.

Dated : October 18, 2005

Rider Effective for [initial term] from the first day the service is energized to six months thereafter.

\_\_\_\_\_  
BY: \_\_\_\_\_

**PECO Energy Company**

BY: \_\_\_\_\_



PECO Energy Company  
2301 Market Street - S10-1  
Philadelphia, PA 19103

DATE

C.B. Danner  
Harrah's Entertainment  
777 Harrah's Boulevard  
Atlantic City NJ 08401

Dear Mr. Danner:

Subject: Electric Service to Your Premises for Parking Garage & Stables  
1 Morton Avenue  
Chester PA 19016

We are pleased to enclose for your consideration Agreement for Electric Service to the subject premises under our Rate HT High-Tension Power and our Rules and Regulations. The Agreement, is modified by the Night Service and Construction Riders. The Agreement, when properly executed will become effective on the first day the service is energized for a term of three (3) years.

The minimum guarantee under this Agreement will be 160 kilowatts and we shall not be required to supply capacity for a billing demand in excess of 400 kilowatts, except as modified by the Night Service Rider under which the maximum billing demand shall not exceed 400 kilowatts.

If the enclosed Agreement changes the status of your exemption under the Pennsylvania Sales Tax, which applies to the charges for Electric Service, please submit an Exemption Certificate with this Agreement.

If you desire service under the enclosed Agreement, please have it signed and witnessed in duplicate and returned to us. The Agreement will become binding on our returning to you one copy executed by us. This Agreement is subject to acceptance by you and receipt by us within ten (10) days from date.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Louie Velasco".

Louie Velasco  
Account Manager  
ESO East New Business Desk

enclosure

*Customer's Copy*

**PECO ENERGY COMPANY**  
**OUTLINE FOR CUSTOMER'S ELECTRIC SERVICE**

T-3206  
Single-Line Diagram#: 261131  
Request #: 420426  
Work Order #: #####

**Customer:** Harrah's Entertainment (Parking and Stables)  
1 Morton Avenue  
Chester, PA 19016

**Service Characteristics**

13,200 Volts      3 phase      3 wire  
 Single       Dual       Regular & Reserve       Other type service  
 Open Wire       Aerial Cable       Underground  
Billed on Rate HT:      **Contract Limits:** 160 - 400 kW (444 kVA)  
400 kW (444 kVA) Night Service Rider

Circuit: **Saville-138**

**Delivery Point: To Port #3 on new PMH-9 per Glenn Wilson's Design**

Metering: 13,200 Volts, 3 phase, 3 wire - meter# 906MU series, rated 465 kW

**PECO TO PROVIDE**

One set of 2 - 14,400-120 Volt VTs and 2 - 15/5 Amp CTs

**Single Metering Point Select from:**

- Provide Duplex 11 jaw meter panel 121-87806 (3 Phase Delta) with provisions for customer contacts and phone line per 2004 ESR Fig 8.41
- Install AMR Solid State Meter

**CONTRACTOR TO:**

- Install PECO's metering VTs and CTs in customer's utility metering compartment and make all primary connections.
- Install meter panel with provisions for customer contacts and phone line per 2004 ESR Figure 8.41 as appropriate
- Extend acceptable rigid steel secondary conduit from PECO metering transformer compartment to PECO meter panel per ESR 8.10.3.5.

**Installation must be in accordance with the 2004 Revision of PECO Energy's Electric Service Requirements (ESR) handbook, and as described below:**

**Service Assembly 13.2 kV by Customer**

- ESR Table 10.26P

**Transformer Capacity by Customer - 500 kVA Dry-Type**

**Underground or Aerial Cable Work by Company**

- Splice omitted

**Underground or Aerial Cable Work by Customer**

- Manhole or Splice Box omitted (See ESR section 4.4.2)
- Extend cable (3 - 1 x #2 CU, 15 kV, Concentric Neutral) to company's new PMH-9 module per Glenn Wilson's Design. Leave 15 feet of cable for company to terminate in module.

**Contractor Contact Information**

Company: **Hobbs and Company, Inc.** Phone: **Ed Collison** Contact Person: **(610) 485-4701**

**CONTRACT FOR ELECTRIC SERVICE (RATE HT)**

Harrah's Entertainment, a Corporation, incorporated in the State/Commonwealth of New Jersey, at premises located at 100 Morton Avenue Chester PA 19016, hereinafter called Customer, on this 30<sup>th</sup> day of November, 2005, hereby agrees to purchase electric service from PECO Energy Company, a public utility authorized to supply electric service in the Commonwealth of Pennsylvania, hereinafter called Company, in accordance with the Company's Tariff for Electric Service on file with the Public Utility Commission (Electric PA P.U.C. No. 3) as follows:

**TERM OF CONTRACT.** This contract shall be for a term of three (3) year(s) commencing on the first day the service is energized. Thereafter, this contract will continue with full force and effect on a month-to-month basis until terminated upon 7 days notice by either party to the other.

**RATE.** Customer agrees to use and pay for electric service supplied hereunder in accordance with Rate HT High-Tension Power and the Company's Tariff for Electric Service, and any supplements thereto or any tariffs issued to supersede said Tariff, which may hereafter be filed.

**CUSTOMER'S OBLIGATION.** Customer agrees to pay each month during the term of this agreement such minimum charges required by the Company's Tariff. Customer understands that this Contract is subject to, and incorporates by reference all applicable provisions of, the Company's Tariff for Electric Service, and that the Company must provide service and bill the Customer strictly in accordance with the applicable provisions of the Company's Tariff for Electric Service.

**CUSTOMER'S FACILITIES.** The Customer promises that its electric facilities shall comply with the National Electrical Code and the Company's published "Electric Service Requirements."

**COMPANY SERVICE.** The Company will supply electric energy to the Customer nominally at sixty-cycle unregulated alternating current in the form of 3 phase, 3 wires, nominally 13200 volts.

**CONTRACT LIMITS.** The Customer's minimum billing demand shall be of 160 kilowatts and the Company shall not be required to supply capacity for a billing demand in excess of 400 kilowatts.

**RIDERS.** The following riders are made a part of this Contract, in accordance with their terms and conditions as set forth in the Company's Tariff, and pursuant to the following terms: Night Service & Construction Riders.

IN WITNESS WHEREOF, Customer hereby enters into this Contract as of the day and year first above written:

**WITNESS OR ATTEST:** \_\_\_\_\_

By: \_\_\_\_\_

**PECO Energy Company**

By: \_\_\_\_\_

HT-Agmt.

**NIGHT SERVICE HT RIDER**

Applied in conjunction with a contract at Rate HT, dated November 30, 2005, between Harrah's Entertainment located at 1 Morton Avenue Chester PA 19016 ("Customer") and PECO Energy Company, ("Company").

**RIDER STATEMENT**

**AVAILABILITY/APPLICABILITY.** To service provided during Off-Peak Hours for demands in excess of those supplied during On-Peak Hours. The demand specified for Off-Peak Hours shall be limited to an amount determined by the Company which shall be dependent upon the capacity of the generation, transmission and distribution facilities available for such supply.

**DEFINITION OF PEAK HOURS.** On-Peak Hours are defined as the hours between 8:00 am and 8:00 pm, Eastern Standard Time or Daylight Saving Time, whichever is in common use, daily except Saturdays, Sundays and holidays; except that the On-Peak Hours will end at 4:00 pm on Fridays. Off-Peak Hours are defined as the hours other than those specified as On-Peak Hours.

**RATE IMPACT.** Rates HT or EP, including all terms and guarantees, are applicable during On-Peak Hours. The capacity charges and blocking of the energy charges contained in the Variable Distribution Service Charges, CTCs, and Energy and Capacity Charges (if applicable) shall be based on the billing demand for On-Peak Hours except that, when the greatest demand during Off-Peak Hours, as determined by measurement, exceeds the demand specified for Off-Peak Hours, the amount of such excess shall be added to the billing demand for On-Peak Hours and the resultant sum shall then constitute the basis for said capacity charges and blocking of energy charges. If the customer receives Default PLR Service, the terms of this rider shall also apply to the Energy and Capacity Charge.

**MONTHLY RATE TABLE.**

**Night Service billing and metering charge: \$11.39**  
**Charge per kW of Off-Peak billing demand per month: \$0.88 (I)**

**STATE TAX ADJUSTMENT CLAUSE APPLIES TO THIS RIDER.**

**DETERMINATION OF OFF-PEAK BILLING DEMAND.** The Off-Peak billing demand shall be the amount by which the greatest demand during Off-Peak Hours, as determined by measurement, exceeds the billing demand for On-Peak Hours, whether the latter is a minimum or an actual demand, except that, when said greatest demand during Off-Peak Hours exceeds the demand specified for Off-Peak Hours, said greatest Off-Peak demand shall be reduced by the amount of the excess in determining the Off-Peak billing demand.

**OTHER RIDERS.** Where the Off-Peak Rider and this rider are applied to the same contract, the Off-Peak Rider will be applied only to the provisions of the contract, and this rider will then be applied to the contract as modified. This rider will not be applied in conjunction with the Temporary Service Rider.

**TERM OF CONTRACT.** The initial contract term shall be for at least one year.

(I) Denotes Increase

Dated: November 30, 2005 \_\_\_\_\_

Maximum Off-Peak demand 400 kW. BY: \_\_\_\_\_

**PECO Energy Company**

BY: \_\_\_\_\_

**CONSTRUCTION RIDER (ELECTRIC SERVICE)**

Applied in conjunction with a contract at Rate HT, dated November 30, 2005, between Harrah's Entertainment located at 1 Morton Avenue Chester PA 19016 ("Customer") and PECO Energy Company, ("Company").

**RIDER STATEMENT**

AVAILABILITY/APPLICABILITY. To service provided during or immediately following a major construction or expansion period or during a receding load period, after the expiration of the initial contract term, while a business is in process of dissolution. A major construction or expansion period is defined as a construction or expansion project undertaken by the customer which upon completion will require an upward modification of the customer's contract limits.

RATE IMPACT. During the expanding load period preceding the operation within the load limits provided in the contract or the receding load period subsequent to the fulfillment of the initial contract term, PECO Energy will not apply the following guarantees of revenue: power factor adjustment, minimum billing demand, and contract minimum. If the customer receives Default PLR Service, the terms of this rider shall also apply to the Energy and Capacity Charge.

RIDER TERM. The total term of application of this rider during the preliminary or construction period shall be 6 months subject to the option of the Company to grant not more than three successive renewals of the rider term on major construction projects. Its application during a receding load period subsequent to the completion of an initial contract term shall be for not more than one year.

TERM OF CONTRACT. The initial contract term for service to expanding locations to which this rider is applied shall be extended for a period corresponding to the total number of months this rider is applied to the customer's bill during construction or expansion of the customer's facility.

OTHER RIDERS. This rider, when applied to service to temporary installations to which the Temporary Service Rider is also applied, shall not operate as a waiver of the requirement that monthly minimum charges be paid for a period of not less than 6 months.

Dated : November 30, 2005

] Rider Effective for [initial term] from the first day the service is energized to six months thereafter.

\_\_\_\_\_  
BY: \_\_\_\_\_

**PECO Energy Company**

BY: \_\_\_\_\_

**PECO Energy Company**  
**AGREEMENT FOR COMMERCIAL/INDUSTRIAL GENERAL SERVICE**  
**NATURAL GAS**

This Agreement is made on the 21st day of July, 2005, by and between PECO Energy Company ("PECO Energy") with a business address at 2301 Market Street, Philadelphia, Pennsylvania and Harrah's Entertainment ("Customer") with a business address at 777 Harrah's Boulevard Atlantic City Nj 08401 (individually referred to as "Party" or collectively as "Parties"), for the installation of natural gas facilities required to provide natural gas service to Customer at Morton Avenue Chester PA 19016 (the "Premises").

**WHEREFORE**, in consideration of the obligations and mutual promises set forth herein, and intending to be legally bound hereby, the Parties agree as follows:

1. **DEFINITIONS**. Wherever used in this Agreement with initial capitalization, the following terms shall have the meanings specified or referred to in this Section 1:

1.1 **Agreement**. This Agreement for Commercial/Industrial General Service Natural Gas.

1.2 **Agreement Date**. The date the Agreement is executed by both parties.

1.3 **EBAR**. The estimated base annual revenue attributable to the Customer, calculated by multiplying the Variable Distribution Charge for Rate GC, as defined in PECO Energy's Gas Service Tariff, times the estimated annual consumption.

1.4 **EBAR Calculation**. Five times the EBAR attributable to Customer, based on the information provided by Customer as defined on Schedule A.

1.5 **Installation Cost**. Total estimated cost of installation of all natural gas facilities required to provide natural gas service to Customer, based in part on information provided by Customer under Section 2.2 herein.

1.6 **Customer Contribution**. Payment to PECO Energy by Customer which represents the Installation Cost less the EBAR Calculation.

2. **CUSTOMER'S OBLIGATIONS**.

2.1 **Payment**. Prior to the installation of any facilities by PECO Energy, Customer shall pay PECO Energy in full a Customer Contribution in the amount of \$0.00. The Customer Contribution is the difference between the Installation Cost (\$25,283.00) and

the EBAR Calculation (\$658,595.00). Payment of the Customer Contribution does not in any way give Customer title to, nor interest in, any PECO Energy natural gas service facilities. Customer is also responsible for the costs of any rights-of-way obtained by PECO Energy pursuant to Section 3.1 herein.

2.2 Environmental Conditions. Prior to installation of PECO Energy's gas facilities, Customer must provide in writing to PECO Energy all available information regarding potential or actual contamination, waste or similar materials, sink holes or other adverse environmental or hazardous conditions on or near the Premises where PECO Energy facilities are to be located. In addition, Customer must provide in writing to PECO Energy all available information regarding all privately owned underground facilities installed at Customer's property, such as: underground storage tanks; drains; sprinkler systems; cable lines; electric wires; invisible fences, etc. These private facilities must be located and clearly marked by Customer. PECO Energy assumes no liability associated with any damage to unmarked Customer facilities during the installation of PECO Energy natural gas facilities.

2.3 Installation of Appliances. Within six (6) months of the Agreement Date, Customer shall install connect, and initiate Rate GC natural gas service for those appliances listed on Schedule A. Customer is responsible for extending the natural gas piping ("fuel lines") through the building wall to the outdoor meter location and for pressure testing the fuel lines. Customer further agrees that the installation of the gas appliances and the piping must be in compliance with the then existing National Fuel Gas Code, PECO Energy's addendum to that code, and all local codes, as the same may be amended from time to time. When conflicts exist among codes, the more stringent of the codes apply, unless the local authority having jurisdiction approves a variance or change.

Prior to installation, Customer is responsible for ensuring that the appliances listed on Schedule A will operate on PECO's distribution system. PECO Energy assumes no liability for installed equipment that will not operate on PECO's distribution system because of pressure requirements inconsistent with PECO's distribution system.

2.4 Meter Installation. Customer must contact PECO Energy's metering department at the appropriate number listed below, to arrange for the gas meter installation and witness of the fuel line pressure test, after installation of PECO Energy's natural gas facilities and installation of Customer's appliances are completed.

Bucks or Montgomery County: (610) 941-1586  
Delaware or Chester County: (610) 490-3158

2.5 Proof of Installation. At any time after six (6) months from the Agreement Date, upon request by PECO Energy, Customer shall provide PECO Energy documentary proof that all natural gas appliances listed on Schedule A have been installed by Customer at the Premises. Documents accepted by PECO Energy in satisfaction of Customer's obligation are: receipt(s) showing purchase of appliance(s); invoice(s) or contract(s) for the installation of appliance(s); or any other document reasonably acceptable to PECO

Energy.

2.6 Reimbursement. Customer shall reimburse PECO Energy for all appliances that are not installed and connected within six (6) months of the Agreement Date, in an amount equal to the EBAR Calculation attributable to that appliance(s), as reflected on Schedule A, except that no reimbursement shall be required if the EBAR Calculation for any appliance(s) installed, exceeds the Installation Cost. In no event shall the total reimbursement required exceed the Installation Cost.

2.7 Right-of-way. By separate document, Customer shall grant PECO Energy a right-of-way for purposes of installing the required natural gas service facilities on Customer's Premises pursuant to this Agreement.

2.8 Restoration and Paving. Customer is responsible to perform and pay for all paving and final restoration work required on Customer's Premises after the installation by PECO Energy of the facilities pursuant to this Agreement.

2.9 Rate Schedule Change. Customer shall reimburse PECO Energy for any decrease in the EBAR Calculation amount attributable to Customer's voluntary change from Rate GC within five (5) years from the Agreement Date.

### 3. PECO Energy's Obligations.

3.1 Permits and Rights-of-way. PECO Energy shall exercise reasonable diligence to obtain all necessary permits and rights-of-way required for the installation of the natural gas service facilities to serve Customer. To the extent that such permits and rights-of-way cannot be obtained or obtained in a timely manner, PECO Energy shall not be responsible for any damages or losses incurred by Customer.

3.2 Installation of Natural Gas Facilities. Upon fulfillment of the terms and conditions identified in Sections 2.1, 2.2, 2.7 and 3.1, PECO Energy will proceed with reasonable diligence to complete the installation of all main extensions, service-supply pipes and any additional system work necessary to provide natural gas service to Customer.

3.3 Meter Installation. PECO Energy will proceed with reasonable diligence to install gas metering equipment at an outdoor location after interior building fuel lines have been extended to the meter location in accordance with Section 2.3 of this Agreement.

4. Contract Offer Term. The terms and conditions of this contract offer are revoked by PECO Energy if it has not received this Agreement executed by the Customer within forty-five (45) days from the date first written in above.

5. Subcontractors. The Parties may subcontract any or all of the their obligations under this Agreement provided that the obligations subcontracted meet PECO Energy's standards. The Parties shall at all times be responsible for the acts and omissions of its subcontractors and persons employed by them. Unless specifically provided in a separate

agreement, nothing in this Agreement shall create any contract between a subcontractor and the Parties or any obligations on the part of the Parties to pay, or to be responsible for the payment of, any sums to any subcontractors.

6. **Force Majeure.** The Parties' performance under this Agreement, other than payment of account already due, shall be excused if such nonperformance is due to acts or occurrences which are not voluntary by such Party or its affiliates and beyond their reasonable control, including, without limitation, governmental orders not based on the qualifications or acts of PECO Energy or its equipment, civil commotion, acts of nature, weather disturbances or adverse weather conditions, and other circumstances beyond the Parties' reasonable control.

7. **Adverse Conditions.** PECO Energy may terminate this Agreement by written notice to Customer, upon notice or detection of any adverse condition(s) set forth in Sections 2.2 of this Agreement, or any other unforeseen site condition(s) that: (a) renders it operationally unreasonable or unsafe for PECO Energy to perform its obligations under this Agreement; or (2) substantially increases the Installation Cost. Such termination shall excuse PECO Energy from performance of its obligations under this Agreement.

8. **Regulatory Approvals.** The provision of the obligations hereunder by PECO Energy shall be subject to the receipt of all required regulatory approvals. PECO Energy shall be responsible for obtaining any regulatory approvals it needs to perform its obligations under this Agreement.

9. **Waiver.** No term or condition of this Agreement or breach thereof shall be deemed waived except by written consent of the Party against whom the waiver is claimed. Any waiver of the breach of any such term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same term or condition or any other term or condition.

10. **Main Extension Refunds.** A portion of the Customer Contribution for the installation of a gas main extension(s) may be refunded if, within three years from the Agreement Date, additional customers with excess EBAR attach to a natural gas main for which installation, the Customer paid the Customer Contribution. Such refunds will not be paid to Customer until all monies owed by Customer to PECO Energy are paid in full and all of Customer's obligations under this Agreement have been fulfilled. Customer Contributions paid for gas services only, and not gas main extensions, are not refundable.

11. **Tariff.** This Agreement, and all fees, charges and surcharges for service hereunder, in all respects shall be and remain subject to the applicable provisions of PECO Energy's Gas Service Tariff, Gas-PA. PUC No. 1 ("Tariff"), as such Tariff may be amended or superseded from time to time, on file with, and approved by, the Pennsylvania Public Utility Commission.

12. **Entire Agreement.** This Agreement, including Schedule A attached hereto and made part hereof, sets forth the entire understanding and agreement of the Parties as to

the subject matter of this Agreement and merges and supersedes all prior written and oral understandings, offers, agreements, commitments, representations, writings, discussions or other communications of every kind between the Parties pertaining to the installation of natural gas facilities for the Customer, and constitutes the entire agreement between the Parties with respect to its subject matter, and as to all other representations, understandings, or agreements which are not fully expressed herein.

13. **Limitation of Liability.** Absent gross negligence or willful and wanton misconduct, neither PECO Energy nor Customer shall be liable under this Contract or under any cause of action relating to the subject matter of this Contract for any special, indirect, incidental or consequential damages. Under any circumstances, PECO Energy's liability to the Customer shall not exceed the amount of the Customer Contribution.

14. **Assignment.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, but none of the Customer's rights, interests or obligations hereunder shall be assigned or delegated, including by operation of law, without the prior written consent of PECO Energy.

_____	_____
Customer Signature	PECO Energy Company Representative Signature
_____	_____
Customer Name (Printed)	PECO Energy Company Representative Printed
Dated: _____	Dated: _____



**SEWER OPERATION AND MAINTENANCE AGREEMENT**

**BY AND AMONG THE CITY OF CHESTER,  
THE DELAWARE COUNTY REGIONAL WATER  
QUALITY CONTROL AUTHORITY  
AND  
CHESTER DOWNS AND MARINA LLC**

**RE: HARRAH'S CHESTER DOWNS CASINO AND RACETRACK**

**WITNESSETH:**

WHEREAS, the City of Chester ("City") with an address of 1 Fourth Street, City of Chester, Pennsylvania 19013, has granted final plan approval to Chester Downs and Marina LLC ("Chester Downs") with an address of 777 Harrah's Way, Atlantic City, NJ 08401, for the Harrah's Chester Downs Casino and Race Track (the "Project") located on the former Sun Shipbuilding and Dry Dock Company along the waterfront in Chester on tax parcel number 49-03-00457-00; and

WHEREAS, sewer service to the Project is by way of a privately-owned pump station and ancillary on-site collection/transportation lines ("On-Site System") to convey the sewage to the existing public sanitary sewer collection system operated by the Delaware County Regional Water Quality Control Authority ("Authority"); and

WHEREAS, the Authority, the owner and operator of the existing public sanitary sewer collection system, and the City have agreed to the use of the On-Site System for sewage conveyance from the Project to Authority, provided, however, that the pump station is modified to the Authority's satisfaction; and

WHEREAS, Chester Downs or its assign(s) is the owner of the property containing the Project and desires to set forth its responsibility for future maintenance and operation of the On-Site System; and

WHEREAS, notwithstanding the selection of the alternative providing for the privately-owned, operated and maintained On-Site System as set forth above, the City recognizes its ultimate obligation to assure the proper operation and maintenance of the On-Site System and the need for the Authority to take over such On-Site System in the event that Chester Downs fails in its obligations; and

WHEREAS, Chester Downs, the Authority and the City have agreed that the On-Site System will be designed and constructed to meet any reasonable requirements the Authority may put forth and will be operated and maintained so as to meet the requirements set forth in all applicable ordinances of the City or resolutions of the City or the Authority; and

WHEREAS, Chester Downs, the Authority and the City desire to set forth, in writing, the terms and conditions of said Agreement so as to insure: (a) that the complete On-Site System is designed and constructed to the full and completed satisfaction of the Authority, so as to facilitate the Authority's takeover, if deemed necessary and/or essential at a later date, and (b) that Chester Downs operates its On-Site System in a manner acceptable to both the Authority and the DEP so as to minimize the need for the Authority takeover of the On-Site System.

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

1. That the recitals set forth above are incorporated herein by reference as though set forth at length.
2. That Chester Downs owns and shall operate and maintain sewage collection, transportation and treatment facilities ("Sewage Facilities") within certain areas as designated on the 537 Plan within the corporate limits of the City and shall operate said Sewage Facilities in accordance with the terms of provisions of Act 537 as well as the Rules and Regulations of the

PA Department of Environmental Protection (“DEP”), specifically Chapter 71 of Title 25 of the Pennsylvania Code, the ordinances and resolutions of the City, the resolutions of the Authority and any permits issued to Chester Downs by the Authority.

3. That pursuant to the City’s Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage waste, Chester Downs is desirous of providing for the discharge of sewage/waste water emanating from the Project into the Authority’s Sewage Facilities.

4. That predicated upon the alternative option selected, as hereinbefore set forth, the connection of the On-Site System to the Authority’s Sewage Facilities shall be made at a point on the Chester Downs property, in the immediate vicinity of the Project, and where a segment of the Authority’s Sewage Facilities already exists; PROVIDED, HOWEVER, that the exact point of connection shall be reasonably established and designated by the Consulting Engineer for the Authority; and FURTHER PROVIDED Chester Downs’ connection to the Authority’s Sewage Facilities shall be made in accordance with any requirements the Authority may set forth consistent with standard practices, and only by a contractor pre-approved by the Authority, which approval shall not be unreasonably withheld.

5. Chester Downs as the owner of the Project shall be responsible for the purchase, installation, use, service, repair, replacement, and long term maintenance and operation of the On-Site System.

6. The purchase, installation, use, service, repair, replacement, and long term maintenance and operation of the On-Site System shall comply with the applicable rules and

regulations of the Pennsylvania Department of Environmental Protection (“DEP”), the Authority and the City in effect from time to time.

7. That prior to the commencement of any work associated with the On-Site System or the ultimate connection of that On-Site System to the Authority’s Sewage Facilities, a Part II Permit shall be secured from the DEP. Chester Downs shall have full and complete responsibility for the preparation and submission of the application for the Part II Permit to DEP, PROVIDED, HOWEVER, that said application be submitted to DEP jointly by Chester Downs and the City with the Permit being issued by DEP jointly to Chester Downs and the City. In the event any other permits or approvals shall be required from DEP, the City or any other governmental agency having jurisdiction, the applications and permits shall be applied for and issued in the joint names of Chester Downs and the City. Any and all permit application fees and/or other costs and charges shall be the sole and exclusive responsibility of Chester Downs and shall be paid for by Chester Downs in their entirety.

8. Chester Downs shall have full responsibility for using the On-Site System consistent with any manufacturer’s instructions and in compliance with the Authority’s standards, rules and regulations and shall avoid introducing into the sewage system materials that may damage the On-Site System.

9. Chester Downs shall either retain employees trained to maintain and operate the On-Site System or contract with a certified sewer operator and/or sewer repair specialist (hereinafter collectively referred to as “O&M Contractor”) to keep the On-Site System under repair.

10. Chester Downs consents to the Authority, the City and either of their authorized representatives entering onto the Project to conduct inspections of the On-Site System.

Inspections shall be made during normal business hours, except in the case of an emergency, and advance notice shall be provided to Chester Downs.

11. The Authority shall maintain an oversight responsibility with regard to the On-Site System. This oversight responsibility shall include the Authority's right to inspect the On-Site System at such time and on such schedule as shall be deemed appropriate by the Authority's Director of Engineering and consistent with Paragraph 10 above. In its oversight capacity, the Authority shall be provided within one (1) working day with a copy of any notice of violation, citation or such similar notices as may be issued to Chester Downs and/or Chester Downs' O & M Contractor by the DEP or any other governmental agency having jurisdiction over the premises with regard to the malfunctioning of any segment of the On-Site System.

12. That Chester Downs and Authority shall establish a schedule for a minimum number of inspections each year by the Authority's representatives for the purpose of determining if the On-Site System is being operated and maintained in accordance with this Agreement, as well as a fee schedule for the same. The Authority shall issue to Chester Downs, as well as Chester Downs' O & M Contractor, written reports containing any violations of protocol or such similar matters as may be disclosed during the oversight inspection by the Authority. Chester Downs and Chester Downs' O & M Contractor shall address any remedial directives as may be issued by the Authority within the time period specified therein. In the event any remedial directive is not addressed or resolved to the satisfaction of the Authority within that specified time period, a remedial action may be undertaken by the Authority with Chester Downs being obligated to pay the Authority for such time and reasonable costs (including reasonable attorney's fees) expended with regard to its remedial action or to

reimburse the Authority for any reasonable costs (including reasonable attorney's fees) expended with regard to the remediation.

13. That should the Authority determine that Chester Downs has established a record of non-compliance with the rules and regulations, standards or requirements as are in effect by the DEP, the Authority or any other governmental agency having jurisdiction and/or has otherwise demonstrated an inability to properly, professionally and safely perform its assigned task with regard to the operation and maintenance of the On-Site System or has otherwise demonstrated a lack of cooperation with the Authority or, generally, has been found by the Authority not to be performing its duties at a level deemed appropriate for the maintenance and integrity of the Authority's Sewage Facilities, then, and in any of those events, the Authority shall have the absolute right to order the termination of this O & M Agreement. In the event such action is deemed necessary, the Authority shall issue a written notice to Chester Downs directing the termination of the O & M Agreement. Such termination shall take place within the time period specified in the notice issued by the Authority. Upon the termination of the O & M Contractor and during any interim period as may exist until such time as a replacement O & M Contractor is selected, the Authority, in its sole and absolute discretion, reserves the right to assume direct responsibility for the operation and maintenance of the On-Site System, and in that event the Authority shall charge Chester Downs for all such costs and expenses as shall be incurred by the Authority in the performance of such responsibility. Chester Downs agrees to pay its obligations to the Authority within thirty (30) days of receiving documentation of the costs and expenses incurred by the Authority and hereby consents to the Authority's withdrawal of such monies from an escrow account as shall hereinafter be established.

14. In the event that Chester Downs fails to operate and maintain the On-Site system in compliance with the terms of this Agreement, the Authority, in recognition of its ultimate obligation to assure the proper operation and maintenance of the On-Site System and the integrity of the Authority's Sewage Facilities shall have the right and authority, to direct the termination of the O & M Contractor and to step in the place of the O & M Contractor in providing all maintenance and service as had been anticipated under the O & M Agreement, or, in its sole discretion, contract someone to do the same, and to be compensated at the same rate of compensation as had been established for the O & M Contractor, or such higher rate as the Authority may reasonably obtain from a third party contractor to perform such services, with Chester Downs hereby concurring with the Authority's right to take such action and further reaffirming its commitment to compensate the Authority for all costs it may incur in connection therewith.

15. That prior to the connection of that On-Site System with the Authority's Sewage Facilities, Chester Downs shall deposit the sum of \$10,000.00 with the Authority, which shall be held by the Authority in an interest-bearing escrow account, with the interest being payable to Chester Downs. In lieu of the cash escrow deposit, Chester Downs may substitute an Irrevocable Letter of Credit in the amount of \$10,000.00 with said Letter of Credit being issued for the benefit of the Authority. A separate escrow account/Letter of Credit (hereinafter, at times, collectively and interchangeably referred to as "Escrow") shall serve as financial security for the Authority in the event the Authority is compelled to take direct remedial action to insure the uninterrupted operation of the On-Site System and any ancillary segments of the On-Site System. The Escrow shall also serve as security should Chester Downs not pay in a timely manner its on-going cost to the Authority for Authority's oversight management nor reimburse the Authority

for any costs incurred by Authority's Consulting Engineer, Licensed Plant Superintendent, solicitor or any other duly-authorized representative of the Authority. The Authority shall have the immediate right of access to said funds without any further written authorization or other action of any kind by the Owner, or any one of them, it being the intent of Chester Downs that its execution of this Agreement shall be accepted as its authorization for the Authority to take this action should it become necessary. In furtherance of the above, the Authority may, on its application and request alone, withdraw such funds as shall be needed to satisfy Chester Downs' obligation from the Escrow account or, in the case of a Letter of Credit, direct the issuer of said Letter of Credit to immediately issue such funds directly to the Authority upon receipt of a written notice from the Authority. Said written notice shall be signed by two (2) members of the Board of the Authority and countersigned by the Authority's Director of Engineering, and shall read, substantially, as follows, to wit:

“We certify that (“Chester Downs”) has defaulted in its performance under the terms of a Sewage Facilities Operation/Maintenance & Oversight Agreement, dated \_\_\_\_\_, for the maintenance of certain On-Site sewage facilities in the City of Chester, Delaware County, Pennsylvania, and for which an Irrevocable Letter of Credit was issued by your institution”.

The Authority shall provide, no less often than quarter-annually, an accounting as to the status of the Escrow, including an exact itemization of all expenditures/withdrawals from said Escrow. Should the Escrow fall below the sum of \$6,000.00, upon written notification of the Authority, Chester Downs shall promptly deposit such sums as may be necessary to bring the account to \$10,000.00 level. In the event that a Letter of Credit is used as security, said Letter shall provide for the issuance of a written notification to the Authority from the issuing institution at least fifteen (15) working days prior to the expiration date of said Letter of Credit if said Letter of

Credit has not been extended or renewed. Written verification of the renewal of the Letter of Credit shall be forwarded to the Authority no later than fifteen (15) working days prior to the expiration date of the Letter of Credit then in effect. In the event the Letter of Credit is not renewed or written notification from the issuing financial institution has not been forwarded to the Authority confirming that a new Letter of Credit will be effective contemporaneously with the expiration of the Letter of Credit then in effect, then in those events, the Authority shall issue a written notice in the form as set forth above to the holder of the Letter of Credit then in effect requesting that the entire balance as guaranteed by the Letter of Credit be released and paid over to the Authority. Upon receipt of those monies as drawn on the Letter of Credit, the Authority shall within three (3) working days, deposit said funds into a separate cash escrow account and thereafter maintain said funds in the same manner as all other cash escrows.

Chester Downs further acknowledges that the Authority shall have the right to immediately lien the premises for any sum of money deemed due the Authority under this Agreement but not timely paid by Chester Downs. The Authority shall also have all other legal rights and remedies as may be available to it to insure compliance with the terms and conditions of this Agreement by Chester Downs.

16. That notwithstanding any other provision of this Agreement to the contrary, the Authority reserves unto itself, at its sole and absolute discretion, the right to take over ownership and operation of the On-Site System, or any portion of the same if (a) the Authority determines that Chester Downs has failed to operate the On-Site System consistent with all applicable standards of the Authority, the DEP, and the City, and the Authority has exhausted its remedies provided through this Agreement and by law, and (b) the Authority is ordered by the DEP, in accordance with the provisions of the Clean Streams Law and/or Act 537, to assume full control

over the On-Site System. Upon the happening of either of the above, Chester Downs agrees to transfer ownership of the On-Site System or so much as shall be directly affected, to the Authority for \$1.00; PROVIDED, HOWEVER, that before any such takeover or assumption of responsibility by the Authority, Chester Downs shall first have made and completed all repairs necessary to bring the On-Site System into compliance with Authority, the DEP, and any other applicable governmental agency's regulations at Chester Downs' sole cost and expense.

17. This Agreement shall be enforced in accordance with the laws of the Commonwealth of Pennsylvania and shall be binding upon the heirs, executors, administrators, successors and assigns of the various parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**CITY OF CHESTER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**THE DELAWARE COUNTY REGIONAL  
WATER QUALITY CONTROL AUTHORITY**

By: \_\_\_\_\_

Attest: \_\_\_\_\_

**CHESTER DOWNS AND MARINA LLC**

By: \_\_\_\_\_

Attest: \_\_\_\_\_

December 19, 2005

**Via Federal Express**

Mr. William C. Payne  
Chester City Planning Commission  
One West Fourth Street  
Chester, PA 19013

Mr. John E. Pickett, AICP, Director  
Delaware County Planning Commission  
Court House/Government Center  
201 W. Front Street  
Media, PA 19063

**Re: Chester Downs & Marina, LLC (Proposed Licensee)**  
**Plan Title: Harrah's Chester Casino & Racetrack**

Dear Messrs. Payne and Pickett:

Chester Downs & Marina, LLC ("CDM") will be submitting a Conditional/Category 1 – Application and Disclosure Information Form to the Pennsylvania Gaming Control Board.

As you know, Pennsylvania Gaming Control Board Regulations 441.3 (c) and 441.4 (21) state:

441.3 (c) - A copy of the local impact report required under section 441.4(a) (21) relating to slot machine license application) shall be provided to each political subdivision in which the licensed facility will be located at least 7 days prior to the filing of the application for a slot machine license. The applicant shall file a proof of service with the Board; and

441.4 (21) - A local impact report, which shall include but not be limited to: engineering reports and traffic studies, including details of any adverse impact on transportation, transit access, housing, water and sewer systems, local police and emergency service capabilities, existing tourism, including historical and cultural resources or other municipal

service or resource. Local impact reports and other studies and reports shall clearly indicate all information in the study or report that the applicant consider confidential.

Pursuant to the requirements of those Regulatory provisions, please find enclosed copies of the following items noted below, which comprise of the local impact report:

- 1) Letter dated May 29, 2003 from Keith M. Johnston, Distribution Engineer of the Chester Water Authority Re: Possible Water Service, Chester Downs and Marina, Foot of Morton Avenue, City of Chester, Delaware County;
- 2) Letter dated January 12, 2005 from Arienne Eiss, Senior Project Manager of Orth-Rogers Associates, Inc. Transportation Engineers and Planners Re: Harrah's Chester Downs Traffic Analysis;
- 3) Letter dated April 29, 2005 from Joseph L. Salvucci, Executive Director of the Delaware County Regional Water Quality Control Authority Re: Sewer Planning Module Exemption Harrah's Chester Casino & Racetrack Chester;
- 4) Letter dated July 7, 2005 from Joseph L. Salvucci, Executive Director of the Delaware County Regional Water Quality Control Authority Re: Sewer Planning Module Exemption Harrah's Chester Casino & Racetrack Chester;
- 5) Letter dated October 18, 2005 from Louie Velasco, Account Manager of PECO Energy Company Re: Electric Service to Your Premise Morton Avenue Chester, PA 19016 and PECO Energy Company Outline For Customer's Electric Service – Work Order #98615850;
- 6) Letter undated from Louie Velasco, Account Manager of PECO Energy Company Re: Electric Service to Your Premises for Parking Garage & Stables 1 Morton Avenue Chester, PA 19016 and PECO Energy Company Outline For Customer's Electric Service – Work Order #####;
- 7) PECO Energy Company Agreement For Commercial/Industrial General Service Natural Gas dated July 21, 2005 by and between PECO Energy Company and Harrah's Entertainment; and
- 8) Sewer Operation And Maintenance Agreement (undated) Re: Harrah's Chester Downs Casino and Racetrack.

Also, please be advised that CDM representatives have spoken to the Southeastern Pennsylvania Transportation Authority ("SEPTA") regarding allowing them access to CDM's site with public bus

Messrs. Payne and Pickett  
Chester City Planning Commission  
Delaware County Planning Commission  
Page 3 of 3

transportation, and have designated an area for SEPTA to drop-off and pick-up. This would eliminate any transit stop on the major frontage road, Highway 291, and allow employees and/or patrons to walk from the designated drop off and/or pick-up site.

Should you have any questions or concerns, please do not hesitate to contact me at (702) 407-6243. Thank you.

Sincerely,

Dennis Gallagher

DG:cpl

Enclosures

cc: w/enclosures  
Ms. Susan Hensel, Acting Director of Licensing – Pennsylvania Gaming Control Board  
Mr. Vince Donlevie, SVP and General Manager – Chester Downs & Marina, LLC  
Mr. Chirs Komanowski, Vice President Development – Harrah's Entertainment, Inc.  
Mr. CB Danner, Vice President of Design & Construction – Harrah's Atlantic City

w/out enclosures  
Mr. Victor Stabile, Esq. - Dilworth Paxson, LLP  
Stephanie Tetreault, Manager, Gaming Licensing Services – Harrah's Entertainment, Inc.