
EXHIBIT F3

AGREEMENT, DATED AUGUST 13, 1991, BY AND AMONG
THE PLYMOUTH TOWNSHIP MUNICIPAL AUTHORITY
AND PLYMOUTH TOWNSHIP AND EAST NORRITON
SEWER AUTHORITY AND EAST NORRITON TOWNSHIP
BOARD OF SUPERVISORS

A G R E E M E N T

THIS AGREEMENT, made this 13th day of August, 1990, by and between the PLYMOUTH TOWNSHIP MUNICIPAL AUTHORITY and PLYMOUTH TOWNSHIP, bodies politic and corporate, of the Township of Plymouth, County of Montgomery, Commonwealth of Pennsylvania, (hereinafter referred to as "PLYMOUTH") and the EAST NORRITON SEWER AUTHORITY and EAST NORRITON TOWNSHIP BOARD OF SUPERVISORS, likewise bodies politic and corporate of the Township of East Norriton, County of Montgomery, Commonwealth of Pennsylvania, (hereinafter referred to as "EAST NORRITON"):

W I T N E S S E T H:

WHEREAS, PLYMOUTH AND EAST NORRITON each desire to drain certain areas of their municipalities by the means of sanitary sewer collection system located within the boundary of the other; and

WHEREAS, neither of said municipalities has existing sanitary sewage collection facilities available in their own municipalities to drain those certain areas; and

WHEREAS, PLYMOUTH AND EAST NORRITON each have available existing sanitary sewage collection facilities for acceptance of sewage from the other municipality in those areas where said municipalities are unable to supply such facilities to their property owners; and

WHEREAS, PLYMOUTH AND EAST NORRITON have each agreed to accept such sewage for collection and to allow property owners of

the other to be connected to their sanitary sewage collection systems;

NOW THEREFORE, this agreement witnesseth:

1. PLYMOUTH and EAST NORRITON each agree to accept into their mains, trunklines, outfall sewers, and pumping stations, sanitary sewage from property owners of each other located in specific geographic areas within each municipality as set forth in Exhibit "A" for Plymouth Township and Exhibit "B" for East Norriton Township as attached hereto.

2. PLYMOUTH and EAST NORRITON each agree to convey, through their respective collection systems, any sanitary sewage received under the terms of this Agreement to the East Norriton-Plymouth Joint Sewer Authority sewage treatment facility in accordance with the terms hereinafter provided.

3. PLYMOUTH shall bill PLYMOUTH property owners for sewer rentals based on rates as charged in the PLYMOUTH sewer area and EAST NORRITON shall bill EAST NORRITON property owners sewer rentals based on rates as charged in the EAST NORRITON sewer area. PLYMOUTH and EAST NORRITON shall bill for sewer collection rentals on an individual basis and retain said rentals for their own use. PLYMOUTH shall bill and remit to the East Norriton-Plymouth Joint Sewer Authority proper charges for sewage treatment service for the said PLYMOUTH properties and EAST NORRITON shall bill and remit to the East Norriton-Plymouth Joint Sewer Authority proper charges for sewage treatment service for the said EAST NORRITON properties.

4. PLYMOUTH and EAST NORRITON both agree that the amount of flow generated and transported through each other's municipality

collection system will be attributed to the total flow of each municipality for purposes of determining utilization of capacity and for allocation of the budget as determined by the East Norriton-Plymouth Joint Sewer Authority under the terms of the Intermunicipal Service Agreement. Furthermore, it is agreed that the East Norriton-Plymouth Joint Sewer Authority shall periodically establish the number of gallons per day per EDU (currently 275 gallons per day) which will be utilized in determining the amount of flow to be reallocated between the respective municipalities. In this regard, it shall be the responsibility of EAST NORRITON and PLYMOUTH to agree on the proper allocation of flow on an annual basis and to inform the Joint Sewer Authority on a timely basis (no later than September 1st of each year) to permit the Joint Sewer Authority to make the necessary adjustments for the purpose of allocating its budget and the calculation of the use of capacity regarding each municipality. For example, based on current connections the adjustment would be as follows:

Total Connections - 356
(267 East Norriton; 89 Plymouth)

Net East Norriton flows currently being charged
to Plymouth by Joint Authority: $267 - 15 = 252$

$252 \text{ EDU's} \times 275 \text{ gallons/day} = 69,300 \text{ gallons/day}$

This figure of 69,300 will be reported to the Joint Authority and on a daily basis is to be deducted from Plymouth's flows and added to East Norriton's.

5. Each municipality agrees to be responsible for its share of the cost of the maintenance, repair, replacement and operation (including liability claims and fines) of the sewage collection lines utilized under the terms of this Agreement located in each municipality. The allocation of these costs between

PLYMOUTH and EAST NORRITON shall be based on a percentage determined by the number of EDU's connected by each municipality to the collection lines of the other municipality in relation to the total number of EDU's connected to said lines. For example, it has been agreed by PLYMOUTH and EAST NORRITON that as of the effective date of this Agreement, PLYMOUTH has 89 connections to the Old Arch Street-New Hope Street line located in PLYMOUTH TOWNSHIP and to other East Norriton lines and that EAST NORRITON has 267 connections to the Old Arch Street-New Hope Street line which results in a percentage allocation of said costs of 25% to PLYMOUTH and 75% to EAST NORRITON. (Please note the schedule attached hereto as Exhibit C.) It is also agreed that these percentages may be modified on an annual basis by April 1st of each year as future connections are added by each township. As a future condition of this Agreement, PLYMOUTH agrees to have the Old Arch Street-New Hope Street connection line inspected by TV and agrees to submit the inspection results to EAST NORRITON. The costs of this inspection shall be shared 75% by EAST NORRITON and 25% by PLYMOUTH.

6. Only residential units and office buildings shall be permitted to be connected under the terms of this Agreement. All other connections shall be subject to separate negotiation and agreement by the parties hereto.

7. All connection and/or impact fees are to be charged by the municipality in which the connecting EDU is located, based on each municipality's own schedule of fees. The municipality collecting said fees from its property owners is responsible to remit to the municipality in which the collection system is located an amount equal to any connection and/or impact fee charged by that

municipality, but in no event greater than the connection fee or impact fee actually collected. Each municipality agrees to report to the other municipality any connection to be made to its sanitary sewage system prior to such connections. Any connection fees and/or impact fees charged by East Norriton-Plymouth Joint Sewer Authority for any connections within either municipality will be collected by the municipality in which the connecting residence is located and remitted to the Joint Sewer Authority in accordance with its rules and regulations.

8. It is agreed that the terms of this agreement do not give to either municipality a fixed property right in the sewage collection system of the other. It is, however, understood that perpetually hereafter each municipality shall have the right to continue to depose of sewage received from such connections made under this agreement into the sanitary sewage collection system of the other.

9. It is further agreed and understood that if any proposed connection or connections of one municipality to the sewer system of the other will overload the sewer collection lines or sewer pumping system of the receiving municipality, the receiving municipality shall have the right to refuse to accept such additional connection or connections. In the event of such refusal to accept additional connections, the agreement between the municipal parties hereto providing for mutual acceptance of sewage from the other shall be deemed terminated as to all future connections. However, the terms and conditions of this agreement as to connections in existence on the date of such termination shall continue in full force and effect.

10. The termination of this agreement as to additional connections in accordance with the provisions of paragraph 9 above shall not prevent either of the municipal parties hereto from accepting other new connections under the terms and conditions set forth herein on an individual basis, where the parties hereto mutually agree that any such new connections shall be made under and subject to the terms and conditions of this agreement.

11. Each of said municipalities acknowledges that it has received copies of and is familiar with the ordinances of the other pertaining to sewage collections and connection and each hereby agrees to comply with the ordinances of the other pertaining thereto. At their option, each municipality may inspect the installations made in the areas of the other which drain into the receiving municipality's sewage system.

12. Each municipality hereby agrees that they will conform with all local, state and federal ordinances, rules and regulations which control the quality and quantity of sewage disposed into sewage collection systems of each other pursuant to the terms of this Agreement.

13. It is hereby agreed and understood that if and when either of the municipalities which are parties hereto construct or install its own sanitary sewage collection system to accommodate the area of that municipality contemplated to be serviced hereunder by the sanitary sewage collection system of the other, that at such time the properties then so connected will thereupon be connected to the sanitary sewage system of the municipality in which the properties are situate, whereupon this agreement shall become null and void as to those connections.

14. It is hereby agreed by PLYMOUTH and EAST NORRITON that the effective date of this Agreement shall be April 1, 1990.

IN WITNESS WHEREOF, the parties hereto intending to be bound hereby have caused to be affixed their corporate seals, duly attested by the proper corporate officers of each.

Attest: *[Signature]*

PLYMOUTH TOWNSHIP MUNICIPAL AUTHORITY

By: *[Signature]*

Attest: *[Signature]*

PLYMOUTH TOWNSHIP COUNCIL

By: *[Signature]*

Attest: *[Signature]*

EAST NORRITON TOWNSHIP MUNICIPAL AUTHORITY

By: *[Signature]*



Attest: *[Signature]* 5.13.91

EAST NORRITON TOWNSHIP BOARD OF SUPERVISORS

By: *[Signature]*

PLYMOUTH SANITARY SEWER CONNECTIONS
FLOWS GOING TO EAST NORRITON

ARCH ROAD

3004
3006
3008
3010
3012
3014
3016
3018
3020
3022

TOWNSHIP LINE ROAD

322
324
326

OAKWOOD DRIVE

3019
3021

EXHIBIT "B"

ARCH ROAD SEWER AGREEMENT

<u>STREET #</u>	<u>STREET</u>
400	SAW MILL COURT
401	SAW MILL COURT
402	SAW MILL COURT
403	SAW MILL COURT
404	SAW MILL COURT
405	SAW MILL COURT
406	SAW MILL COURT
407	SAW MILL COURT
408	SAW MILL COURT
409	SAW MILL COURT
410	SAW MILL COURT
411	SAW MILL COURT
412	SAW MILL COURT
413	SAW MILL COURT
414	SAW MILL COURT
415	SAW MILL COURT
416	SAW MILL COURT
417	SAW MILL COURT
418	SAW MILL COURT
419	SAW MILL COURT
420	SAW MILL COURT
421	SAW MILL COURT
422	SAW MILL COURT
423	SAW MILL COURT
424	SAW MILL COURT
425	SAW MILL COURT
426	SAW MILL COURT
427	SAW MILL COURT
428	SAW MILL COURT
429	SAW MILL COURT
430	SAW MILL COURT
431	SAW MILL COURT
432	SAW MILL COURT
434	SAW MILL COURT
436	SAW MILL COURT
438	SAW MILL COURT
440	SAW MILL COURT
442	SAW MILL COURT
444	SAW MILL COURT
446	SAW MILL COURT
448	SAW MILL COURT
450	SAW MILL COURT

<u>STREET #</u>	<u>STREET</u>	
2007	NEW HOPE STREET	
2101	NEW HOPE STREET	SENIOR SUITES
2211	NEW HOPE STREET	
2213	NEW HOPE STREET	
2215	NEW HOPE STREET	
2217	NEW HOPE STREET	
2219	NEW HOPE STREET	
2221	NEW HOPE STREET	
2223	NEW HOPE STREET	
2225	NEW HOPE STREET	
2319	NEW HOPE STREET	
2321	NEW HOPE STREET	
2323	NEW HOPE STREET	
2325	NEW HOPE STREET	
2327	NEW HOPE STREET	
2329	NEW HOPE STREET	
2331	NEW HOPE STREET	

<u>STREET #</u>	<u>STREET</u>
2004	ARCH STREET
2421	ARCH STREET
2425	ARCH STREET
2953	ARCH STREET
2955	ARCH STREET
2961	ARCH STREET
3011	ARCH STREET
3015	ARCH STREET
3019	ARCH STREET
3021	ARCH STREET
3025	ARCH STREET
3029	ARCH STREET
3033	ARCH STREET
3037	ARCH STREET

<u>STREET #</u>	<u>STREET</u>	
101	SUSAN CONSTANT CT	
102	SUSAN CONSTANT CT	
103	SUSAN CONSTANT CT	
104	SUSAN CONSTANT CT	
105	SUSAN CONSTANT CT	
106	SUSAN CONSTANT CT	
107	SUSAN CONSTANT CT	(SMPL)
108	SUSAN CONSTANT CT	" "
109	SUSAN CONSTANT CT	" "
110	SUSAN CONSTANT CT	
111	SUSAN CONSTANT CT	
112	SUSAN CONSTANT CT	
113	SUSAN CONSTANT CT	

<u>STREET #</u>	<u>STREET</u>
114	SUSAN CONSTANT CT
115	SUSAN CONSTANT CT
116	SUSAN CONSTANT CT
117	SUSAN CONSTANT CT
118	SUSAN CONSTANT CT
119	SUSAN CONSTANT CT
120	SUSAN CONSTANT CT

<u>STREET #</u>	<u>STREET</u>
121	DISCOVERY CT
122	DISCOVERY CT
123	DISCOVERY CT
124	DISCOVERY CT
125	DISCOVERY CT
126	DISCOVERY CT
127	DISCOVERY CT
128	DISCOVERY CT
129	DISCOVERY CT
130	DISCOVERY CT
131	DISCOVERY CT
132	DISCOVERY CT
133	DISCOVERY CT
134	DISCOVERY CT
135	DISCOVERY CT
136	DISCOVERY CT
137	DISCOVERY CT
138	DISCOVERY CT
139	DISCOVERY CT
140	DISCOVERY CT
141	DISCOVERY CT
142	DISCOVERY CT

<u>STREET#</u>	<u>STREET</u>
143	JEFFERSON CT
144	JEFFERSON CT
145	JEFFERSON CT
146	JEFFERSON CT
147	JEFFERSON CT
148	JEFFERSON CT
149	JEFFERSON CT
150	JEFFERSON CT
151	JEFFERSON CT
152	JEFFERSON CT
153	JEFFERSON CT
154	JEFFERSON CT
156	JEFFERSON CT

<u>STREET #</u>	<u>STREET</u>
157	JEFFERSON CT
158	JEFFERSON CT
159	JEFFERSON CT
160	JEFFERSON CT
161	JEFFERSON CT
162	JEFFERSON CT

<u>STREET #</u>	<u>STREET</u>
163	PERCY CT
164	PERCY CT
165	PERCY CT
166	PERCY CT
167	PERCY CT
168	PERCY CT
169	PERCY CT
170	PERCY CT
171	PERCY CT
172	PERCY CT

<u>STREET #</u>	<u>STREET</u>
2102	CAROL LANE
2103	CAROL LANE
2104	CAROL LANE
2105	CAROL LANE
2106	CAROL LANE
2107	CAROL LANE
2109	CAROL LANE
2110	CAROL LANE
2111	CAROL LANE
2112	CAROL LANE
2113	CAROL LANE
2115	CAROL LANE
2116	CAROL LANE
2117	CAROL LANE
2118	CAROL LANE
2119	CAROL LANE
2120	CAROL LANE
2121	CAROL LANE
2123	CAROL LANE
2124	CAROL LANE
2125	CAROL LANE

<u>STREET #</u>	<u>STREET</u>
2132	CAROL LANE
2202	CAROL LANE ✓
2204	CAROL LANE ✓
2206	CAROL LANE ✓
2208	CAROL LANE ✓
2210	CAROL LANE ✓
2212	CAROL LANE ✓
2318	CAROL LANE ✓
2320	CAROL LANE ✓
2322	CAROL LANE ✓

<u>STREET #</u>	<u>STREET</u>
1902	TEARDROP TERRACE
1904	TEARDROP TERRACE
1906	TEARDROP TERRACE
1907	TEARDROP TERRACE
1909	TEARDROP TERRACE
1911	TEARDROP TERRACE

<u>STREET#</u>	<u>STREET</u>
173	GODSPEED COURT
174	GODSPEED COURT
175	GODSPEED COURT
176	GODSPEED COURT
177	GODSPEED COURT
155	GODSPEED COURT

<u>STREET#</u>	<u>STREET</u>
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JOHNSON HIGHWAY ST PAUL'S SCHOOL

<u>STREET#</u>	<u>STREET</u>
306	CENTRAL STREET
2316	CENTRAL STREET

<u>STREET#</u>	<u>STREET</u>
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7	BRISTOL STREET ✓	
	BRISTOL STREET	HERBERT JONES

<u>STREET#</u>	<u>STREET</u>
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303	CONNOR AVENUE ✓
305	CONNOR AVENUE ✓
306	CONNOR AVENUE ✓
311	CONNOR AVENUE ✓
312	CONNOR AVENUE ✓
1718	CONNOR AVENUE ✓

<u>STREET#</u>	<u>STREET</u>
304	HAZELTON STREET
306	HAZELTON STREET
309	HAZELTON STREET
311	HAZELTON STREET
313	HAZELTON STREET

<u>STREET#</u>	<u>STREET</u>
306	WARSAW STREET

<u>STREET#</u>	<u>STREET</u>
1904	RAHWAY AVENUE ✓
1905	RAHWAY AVENUE ✓
1906	RAHWAY AVENUE ✓
1907	RAHWAY AVENUE ✓
1908	RAHWAY AVENUE ✓
1909	RAHWAY AVENUE ✓
1910	RAHWAY AVENUE ✓
2004	RAHWAY AVENUE ✓
2006	RAHWAY AVENUE ✓
2009	RAHWAY AVENUE ✓
2011	RAHWAY AVENUE ✓
2012	RAHWAY AVENUE ✓
2107	RAHWAY AVENUE ✓
2108	RAHWAY AVENUE ✓
2110	RAHWAY AVENUE ✓
2111	RAHWAY AVENUE ✓
2112	RAHWAY AVENUE ✓
<hr/>	
2200	RAHWAY AVENUE ✓
2201	RAHWAY AVENUE
2202	RAHWAY AVENUE
2203	RAHWAY AVENUE
2208	RAHWAY AVENUE
2301	RAHWAY AVENUE
2302	RAHWAY AVENUE
2303	RAHWAY AVENUE
2305	RAHWAY AVENUE
2315	RAHWAY AVENUE
2324	RAHWAY AVENUE
2325	RAHWAY AVENUE
2326	RAHWAY AVENUE
2450	RAHWAY AVENUE

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EAST NORRITON TOWNSHIP CONNECTIONS TO ARCH ROAD LINE

Saw Mill Court	42	
New Hope Street	16	
Arch Street	14	
Susan Constant Ct. (Jamestowne)	20	
Discovery Ct. (Jamestowne)	22	
Jefferson Ct. (Jamestowne)	19	
Percy Ct. (Jamestowne)	10	
Godspeed Ct. (Jamestowne)	6	
Carol Lane	31	
Teardrop Terrace	6	
Johnson Highway (St. Paul's)	8	(EDUs)
Central Street	2	
Bristol Street	2	-2
Connor Avenue	6	-6
Hazelton Street	5	
Warsaw Street	1	
Rahway Avenue	31	-17
Senior Suites	26	(EDUs)
Subtotal	<u>267</u>	-25 = 242

PLYMOUTH CONNECTIONS TO ARCH ROAD LINE

New Hope Street	14	
Arch Road	26	
Renel Road	1	
Oxford Road	6	
Germantown Pike	1	
Henley Road	26	
Subtotal	<u>74</u>	

PLYMOUTH FLOWS GOING TO EAST NORRITON

Old Arch Street	10	
Township Line Road	3	
Oakwood Drive	2	
Subtotal	<u>15</u>	

Total Connections in Question - 356 - 25 = 331
 (267 East Norriton; 89 Plymouth)

Allocation of Arch Road Line Maintenance Costs (Per Agreement)

East Norriton	-	²²⁴ 267/356	=	75%	202/331 = 50 73
Plymouth	-	89/356	=	25%	89/331 = 27