
EXHIBIT F2

AGREEMENT, DATED SEPTEMBER 20, 1938, BY AND
AMONG CENTRAL DELAWARE COUNTY AUTHORITY,
TOWNSHIPS OF SPRINGFIELD, RIDLEY AND NETHER
PROVIDENCE, AND BOROUGHES OF SWARTHMORE, MORTON,
RUTLEDGE, PROSPECT PARK AND RIDLEY PARK

Executed
AGREEMENT

BETWEEN

CENTRAL DELAWARE COUNTY AUTHORITY

AND

TOWNSHIPS OF

SPRINGFIELD

RIDLEY

NETHER PROVIDENCE

AND

BOROUGHES OF

SWARTHMORE

MORTON

RUTLEDGE

PROSPECT PARK

RIDLEY PARK

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This Agreement made this 20th day of September A. D., 1938, between the Townships of Springfield, Ridley and Nether Providence and the Boroughs of Swarthmore, Rutledge, Morton, Prospect Park and Ridley Park, municipalities of the County of Delaware and State of Pennsylvania, parties of the first part, hereinafter called the MUNICIPALITIES, and the CENTRAL DELAWARE COUNTY AUTHORITY, a Joint Authority organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter called the AUTHORITY, of the second part, WITNESSETH:—

WHEREAS the Townships of Springfield, Ridley and Nether Providence and the Boroughs of Swarthmore, Rutledge, Morton, Prospect Park and Ridley Park in conjunction with the Works Progress Administration, have constructed certain trunk line sewers and an effluent line;

AND WHEREAS the said Townships and Boroughs are required by order of the Sanitary Water Board to operate their sewers so that sewage will flow to the Delaware River and not be discharged into the Crum, Little Crum and Stoney Creeks;

AND WHEREAS under agreement with the General Steel Castings Corporation, the United States of America and the Commissioners of Navigation, the Sanitary Water Board and the Water and Power Resources Board, it has been agreed to extend the said effluent line from its present location, nine hundred and eighty-four feet more or less into the Delaware River for the purpose of discharging sewage at a point which will not interfere with the water intake of the said General Steel Castings Corporation, nor create a nuisance, nor condition detrimental to health;

Now Therefore, in consideration of the mutual covenants hereinafter contained, the said Authority and the said Townships and Boroughs, parties hereto, do hereby severally agree, each for itself, and not for any other of such parties as follows:—

SECTION I.

Effluent Line

(a) The Authority, shall at its own cost and expense construct a 36 inch cast iron effluent line, in accordance with the plans and specifications prepared by Damon & Foster, Engineers, dated the 20th day of September, 1936, and approved by the Sanitary Water Board of the State of Pennsylvania.

(b) The said effluent line shall be connected by the Authority with the present terminus of the present effluent line of the aforesaid sewage system constructed by the said Townships and Boroughs,—said terminus being located in the bank of the Delaware River on property of the General Steel Castings Corporation at a point South of the junction of the Darby Creek with the said Delaware River.

(c) The said Authority shall accept from the said Townships and Boroughs all of the sewage delivered at the junction and convey the same through its effluent line, the said distance of nine hundred and eighty-four feet more or less as aforesaid.

(d) For and during the term hereinafter provided the Authority shall at its own cost and expense, operate and maintain the said effluent line, and the said Authority shall pay the costs and charges of maintenance of the same, and shall keep the same in good repair, as herein provided.

3908.81
7265.10
2913.87
14087.78

17,705.00
14,087.78
3,617.22

(e) Neither during the construction of the said effluent line, nor in the operation and maintenance of the same, shall the Authority be liable for any cessation resulting from any Act of God, war, or public calamity, not within the control of the said Authority, whether herein specifically referred to or not, and the said Authority shall not be liable in the operation and maintenance of the said effluent line for any interruption, cessation or stoppage resulting from any cause whatsoever, except from its negligence or bad faith.

(f) The said Townships and Boroughs grant to the said Authority ingress and egress over their lines, constructed through the plant of the General Steel Castings corporation, for the purpose of making repairs, inspections, etc., to the said effluent line and its connection with the lines of the said Townships and Boroughs.

SECTION II. Payment

(a) The Township of Ridley and the Boroughs of Swarthmore, Morton, Rutledge and Prospect Park shall pay from funds available for purposes set forth in this contract unto the Authority upon the execution of this agreement, as their share of the cost of the extension of the effluent line, as set forth in Section I, the following sums:—

Township of Ridley	\$7265.10 #1
Borough of Swarthmore	2894.95
Borough of Morton	\$1013.86
Borough of Rutledge	572.94
Borough of Prospect Park	2913.87 #1

The Townships of Springfield and Nether Providence and the Borough of Ridley Park shall pay as their share of the cost of the extension of the effluent line, as set forth in Section I, the amounts in the manner as follows:—

Township of Springfield	\$4017.90
Township of Nether Providence	3920.45
Borough of Ridley Park	3262.35

The said Townships of Springfield and Nether Providence and the Borough of Ridley Park agree to include in their budgets for the year 1939 and 1940 — fifty per cent of the above amount each year, plus interest thereon from the date of this agreement until the date of payment.

The said sums shall be payable to the Authority in quarterly installments as set forth in Section IV, either from current revenues or from sewer rentals imposed as provided by law or from both, as the Commissioners or Councils may determine. A sufficient amount to meet their respective obligations shall be segregated and ear-marked for the purpose of paying the said sums to the said Authority.

(b) In addition thereto, the said Townships of Springfield, Ridley and Nether Providence and the Boroughs of Swarthmore, Rutledge, Morton, Prospect Park and Ridley Park are to pay unto the Authority on or before November 1st, 1938 and each year thereafter beginning with the year 1939, either from current revenues or from sewer rentals imposed as provided by law or from both, for administration and other services rendered by the said Authority, the sums set forth below:—

Township of Springfield	\$622.87
Township of Ridley	969.24
Township of Nether Providence	697.87
Borough of Swarthmore	445.77
Borough of Rutledge	226.59
Borough of Morton	262.68
Borough of Prospect Park	347.94
Borough of Ridley Park	427.04

(c) As the United States Government did on the 30th day of April, 1937, issue a permit to the said Townships and Boroughs to construct the said effluent line nine hundred and eighty-four feet into the Delaware River, and as the said permit provided for the payment by the said Townships and Boroughs of the sum of Five hundred dollars (\$500.) per annum, for the right to discharge their sewage into the said river through the said effluent line, which sum the said Townships and Boroughs agreed to pay by Ordinances amending a certain contract dated the 20th. day of January, A.D., 1936, between the said Townships and Boroughs by adding thereto a new section numbered "4½", the said Authority agrees to pay the said rental to the said Government of the United States, for the duration of this contract, or so long as the contract with the United States shall be in force and effect. If the said contract be terminated, a reduction in the amount to be paid by each Township and Borough annually shall be made as follows:—

Township of Springfield	\$ 86.50
Township of Ridley	154.15 .
Township of Nether Providence	101.15
Borough of Swarthmore	51.90
Borough of Rutledge	9.10
Borough of Morton	16.15
Borough of Prospect Park	32.80
Borough of Ridley Park	48.25

(d) The rate of compensation herein provided for is based on the present design and plans. Any increase or addition to the said sewage system, necessitating an increase in the said effluent line or any requirement on the part of the said Federal Government or the Sanitary Water Board or any other State Agency, for the extension or change in said line shall be borne by the Townships and Boroughs, and paid to the Authority in the proportions as provided in Section III-c hereof, either from current revenues or from sewer rentals which may be imposed as provided by law or from both, in addition to the payments fixed herein, either by new agreement for the said Townships and Boroughs or by amendment to this agreement.

(e) In the event that the said effluent line be destroyed or damaged the Authority agrees to rebuild the same; in consideration for the undertaking by the Authority contained in this sub-section (e) of Section II the said Townships and Boroughs agree that they will pay to the Authority as rental, in addition to the rental or payment provided in sub-section (b) of this section II, an amount equal to their proportionate share of the cost of such rebuilding in the proportions as set forth in section III-(c), such additional rental to be paid by the said Townships and Boroughs either from current revenues or from sewer rentals as provided by law or from both, in equal annual installments, and if practicable, distributed over the remainder of the term of this agreement after such destruction or damage, such payments to be made under the same terms as those under this contract and subject to the same conditions in the event of failure to make such payments.

SECTION III

Operation and Maintenance of System Reconstruction and Enlargement

(a) WHEREAS under agreement dated the 20th. day of January, A.D., 1936, the aforesaid Townships and Boroughs entered into an agreement for the repair and maintenance of the sewer lines comprising the trunk line system, to be constructed;

AND WHEREAS in addition to the said trunk line system recently constructed, there are other sewers which form a part of the whole system in which the said Townships and Boroughs are interested;

THEREFORE it is agreed between the said Authority and the said Townships and Boroughs that the said Authority shall take over the operation, maintenance and repair of the said trunk

lines, force main and effluent line belonging to the said system, as shown on plan of Damon & Foster, entitled "Joint Sewer System to be operated and maintained by Central Delaware County Authority," dated the 15th day of February, A.D. 1938 (14 sheets), copy of said plans being attached to this agreement; and that it will operate, maintain and keep in repair the said trunk line system throughout the period covered by this contract.

(b) Upon the execution of this agreement by the said Townships and Boroughs, and the said Authority, the said agreement dated the 20th. day of January, A.D., 1936, in reference to maintenance and repair shall become null and void and of no effect.

(c) The Townships and Boroughs in addition to the sums herein provided to be paid by each under this contract agree to pay quarterly out of current revenues, or by imposition of sewer rentals, as provided by law, or from both, in the manner hereinafter set forth, their proportionate share of the amounts expended by the Authority for maintenance and repair of the said trunk lines, force main and effluent line as shown on the said plan—each Township and/or Borough to pay its share of the total cost in the following proportions:—

	Prospect Park Line	Effluent Line	Special Sec.	Stoney Creek	Little Crum N. of Pike	Little Crum S. of Pike	Crum Creek	Proportion where all participate
Swarthmore	.0000	.1159	.1323	.0000	.3577	.1958	.0825	.1038
Springfield	.0000	.1538	.1650	.1957	.0619	.1534	.2064	.1730
Morton	.0000	.0389	.0450	.1409	.0000	.0000	.0000	.0323
Rutledge	.0000	.0220	.0254	.0785	.0000	.0000	.0000	.0182
Ridley Twp.	.2540	.2792	.3158	.3172	.3266	.3205	.3497	.3083
Ridley Park	.0000	.1276	.1472	.2240	.2538	.1163	.0000	.0965
Prospect Park	.7460	.1207	.0148	.0437	.0000	.0000	.0000	.0656
Nether Providence Twp.	.0000	.1419	.1545	.0000	.0000	.2140	.3614	.2023

In computing any sums to be paid by the Townships and Boroughs for maintenance and repair as provided in this section, salaries of officers or members of the Board, clerks or stenographers employed in the office of the Authority, and legal fees shall not be included in the computation of the amount due.

(d) No Municipality shall add any additional area without notifying the Authority of its intention so to do, whereupon the percentages set forth above shall be revised by the Authority and thereafter shall be used in computing sums to be paid by the respective municipalities.

The present areas of the Municipalities tributary to the said System are as follows:—

	Prospect Park Line Acres	Effluent Line Acres	Spec. Section Acres	Stoney Creek Acres	Little Crum N. of Pike Acres	Little Crum S. of Pike Acres	Crum Creek Acres
Borough of Swarthmore	000	745	745	000	645	745	100
Township of Springfield	000	2109	2109	573	206	1536	1330
Borough of Morton	000	182	182	182	000	000	000
Borough of Rutledge	000	92½	92½	92½	000	000	000
Township of Ridley	144	2085	2085	557	713	1528	815
Borough of Ridley Park	000	661	661	331	330	330	000
Borough of Prospect Park	423	425½	37½	37½	000	000	000
Township of Nether Providence	000	1679	1679	000	000	000	1679

(e) In determining any question involving the expenditure of any sums of money as provided in Sec. III-c above, all action by the Board shall require the favorable vote of the members representing Townships and/or Boroughs contributing the majority in percentage of the cost of the particular undertaking, as well as a majority in number of the Board. In determining the percentages of cost, the table as set forth in said Section III-c shall be used.

(f) Any increase, addition to or enlargement of the said system as shown on the said plans shall be borne by all the Townships and Boroughs whose sewer systems or mains are connected with the said trunk line system, operated by the Authority and paid to the Authority in the proportions as provided in Section III-c hereof, either from funds available for the purposes set forth in this contract, from current revenues or from sewer rentals which may be imposed as provided by law, or from both, in addition to the payments fixed herein, either by new agreement for the said Townships and Boroughs or by amendments to this agreement.

(g) The said Townships and Boroughs grant to the said Authority, ingress and egress over any of their lines to be operated and maintained by the said Authority for the purpose of carrying out the provisions of this agreement.

SECTION IV.

Manner of Payment.

Payments of any sums set forth in this contract, or any other sums that may become due by reason of the provisions thereof, are to be made by the Townships and Boroughs, either from

funds available for that purpose, out of current revenues or by the imposition of sewer rentals as provided by law, or from both, as follows:

(a) For the year 1938, payments are to be made on or before November 1st.; for the year 1939 and each year thereafter to be made quarterly on the first days of April, July, October and December 31st.

(b) In the event that any of the said Townships and Boroughs shall fail to pay to the Authority any sums due under this contract within thirty days after the same shall become due and payable, unless otherwise herein expressly provided, the said Authority may, at its option, take such legal action to collect the same as it may deem proper. In any such legal action the Authority may, in addition to any sums that may be due, collect interest thereon at the rate of six per cent per annum, the cost of suit, including a reasonable attorney fee, and where action is to recover a sum fixed in this contract, a penalty of ten per cent of the amount due.

(c) As the Authority may have to issue bonds or other evidences of indebtedness for the purpose of constructing the said effluent line, it is agreed that the said Authority may, if so required, stipulate in its Bonds or other evidences of indebtedness, or agreement upon which any monies are borrowed, in addition to and not in limitation of the "Remedies of Bondholders", as provided in the Act of June 28, 1935, as amended by Act No. 200 approved May 20th., 1937, that if at any time the said municipalities shall fail to make payment as required hereunder, the party or parties lending the said money in whatever manner the same may be done, may take over the operation and maintenance of the system, plant, equipment or service of the said Authority, and may by proper proceedings at law, require the Township or Townships, Borough or Boroughs, so failing to carry out this agreement, to pay the necessary and reasonable sums for so doing, in the manner prescribed and subject to the same claims for interest, costs, attorneys fees and penalties as prescribed in paragraph b of this section.

(d) The said Townships and Boroughs agree that they will provide in their annual budgets a sum equal to the amount to be paid during the current year by the said Townships and Boroughs to the Authority, in accordance with the provisions of this contract, either from funds available for the purposes set forth in this contract, from current revenues, or by the imposition of a sewer rental in the manner provided by law, or from both. In the event that sewer rentals are imposed by any Township or Borough, the said rentals, or so much thereof as may be necessary are hereby pledged to pay any sums which may become due under this contract. Where such rentals are levied, they are to be levied and collected by the Township or Borough.

SECTION V

Arbitration

In the event of any dispute as to any of the matters contained in this contract, regarding the construction, operation or maintenance, or as to any sums to be paid hereunder, said dispute shall be referred to a Board of Arbitrators,—one to be selected by the Township or Borough, one by the Authority, and a third to be chosen by the said two Arbitrators. In the event of their failure to choose, then the appointment is to be made by the Court of the Common Pleas of Delaware County. If any Borough or Township or the Authority shall be dissatisfied with the decision of the Arbitrators, either of said parties to this contract shall have the right to appeal to the Court of Common Pleas of Delaware County.

SECTION VI
Public Utility Law.

In the event that the Public Utility Laws of the Commonwealth of Pennsylvania should be amended so as to cover the terms and conditions of this agreement, the Townships and Boroughs shall proceed forthwith to obtain the necessary power, right and authority from the Public Utilities Commission of the Commonwealth of Pennsylvania, or any other proper agency of such Commonwealth for the purpose of carrying out the terms and conditions of this agreement.

SECTION VII
Applications for Permits

In the event that it may be necessary for the proper performance of this contract on the part of the Authority, that any application for permit or license to do or perform certain things shall have to be made to any Government or other agency by anyone of the said Townships or Boroughs, or by all of them, rather than by the Authority itself, the said Townships and Boroughs agree that they will execute such application upon request of the said Authority. The cost thereof to be paid by the Authority. In executing such application such municipality shall not assume any obligation other than that for which it would have been liable had the Authority itself made application.

SECTION VIII
Other Projects.

The Authority shall not enter into any agreement for any Project other than the building of the Crum Creek Pumping Station, unless such Project shall be approved by proper action of the Authority, such approval to be evidenced by the unanimous vote of all of the *Members of the Board*.

SECTION IX
Term of Contract.

This contract shall be in force and effect for a period of twenty-six years and until all of the sums due the Authority hereunder by the said Townships and Boroughs and all obligations of the Authority have been paid in full.

SECTION X
Liability

The Townships and Boroughs shall not be held to be jointly liable in the event of the failure of any one or more Townships and Boroughs to perform and discharge their obligations and undertakings under this contract,—it being the intent hereof that this is the separate contract of each of the several Townships and Boroughs named herein, and grouped for convenience as parties of the first part, and not their joint obligation; and that none thereof will, or shall be, in any way liable for the performance or non-performance of such undertaking by any other of such parties, nor for any

joint responsibility of any sort hereunder; nor shall the default of any municipality as to any obligation hereunder relieve any other municipality to this agreement from its obligations and compliance with the terms thereof.

IN WITNESS WHEREOF on the day and year first above written the said municipalities have hereunto set their names and seals duly signed and attested by their proper officers pursuant to Ordinances adopted by their respective Councils or Commissioners as the case may be, and the said Authority has hereunto affixed its corporate name and seal signed and attested by its proper officers pursuant to Resolution duly passed by its Board of Directors.

ATTEST:

J. W. Calder
Sec'y. of Board of Commissioners.

TOWNSHIP OF SPRINGFIELD

By Guy M. Kennedy
President of Board of Commissioners. (Seal)

ATTEST:

Gordon L. Darling
Sec'y. of Board of Commissioners.
P. L. 1206 - Section 1106
Account 33-X.

TOWNSHIP OF RIDLEY

By Eugene L. Burns
President of Board of Commissioners. (Seal)

Approved by

Walter L. Reese
Controller—Township of Ridley.

ATTEST:

J. Paul Palmer
Sec'y. of Board of Commissioners.

TOWNSHIP OF NETHER PROVIDENCE

By L. Jay Sprout (Seal)
President of Board of Commissioners.

ATTEST:

Elliott Richardson
Sec'y of Council.

BOROUGH OF SWARTHMORE

By L. E. Hessenbrook
President of Council.

(Seal)

ATTEST:

BOROUGH OF MORTON

Gertrude E. Schubert
Clerk of Council.

By David C. Lueders
President of Council. (Seal)

ATTEST:

BOROUGH OF RUTLEDGE

Edward A. Weiss
Clerk of Council.
Protem

By Frank L. Martin
President of Council.
(Seal)

ATTEST:

BOROUGH OF PROSPECT PARK

Albert L. Torrest
Clerk of Council.

By Walter B. Krause
President of Council. (Seal)

ATTEST:

BOROUGH OF RIDLEY PARK

N. E. Hoopman
Clerk of Council.

By W. J. Stephani
President of Council. (Seal)

ATTEST:

CENTRAL DELAWARE COUNTY AUTHORITY.

James S. Maxwell
Secretary.
(Seal)

By J. W. Calder
President.