
EXHIBIT F3

AGREEMENT, DATED DECEMBER 1, 1938, BY AND
AMONG CENTRAL DELAWARE COUNTY AUTHORITY,
TOWNSHIPS OF SPRINGFIELD, RIDLEY AND NETHER
PROVIDENCE, AND BOROUGHES OF SWARTHMORE,
MORTON, RUTLEDGE, PROSPECT AND RIDLEY PARK

THIS AGREEMENT made this 1st day of December A. D. ¹⁹³⁸~~1939~~, between the Townships of Springfield, Ridley and Nether Providence and the Borough of Swarthmore, 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 Municipalities, parties hereto, 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 Creek;

AND WHEREAS it has become necessary for the said Municipalities, parties hereto, to erect along the Crum Creek upon a site in Ridley Township, a Pumping Station, as more particularly hereinafter described;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the said Authority and the said Townships and Borough, parties hereto, do hereby severally agree, each for itself, and not for any other of such parties as follows:-

SECTION I.

(a) The Authority shall at its own cost and expense construct a Pumping Station on the hereinafter described land, in accordance with plans and specifications prepared by Damon & Foster, Engineers, dated the 14th. day of January, 1938, and approved by the Sanitary Water Board of the State of Pennsylvania.

(b) The land upon which the said Pumping Station is to be erected is described as follows:-

ALL THAT CERTAIN Lot or piece of land, SITUATE in the Township of Ridley, in the County of Delaware and State of Pennsylvania, beginning at a point in the Southerly right of way line of the Crum Creek Branch of the Baltimore and Ohio Railroad Company, said point being located from the intersection of the Northerly side of Darby and Chester Turnpike, as laid out 60 feet wide, with the Westerly side of Fairview Road, as laid out 33 feet wide, in the following manner, South 59 degrees 10 minutes West 812 feet along the Northerly side of said Turnpike to a point; thence continuing along the said side of said Turnpike South 57 degrees 10 minutes West 121.38 feet to a point in the Southerly R/W line of the Crum Creek Branch of the Baltimore & Ohio Railroad Company; thence along the said Southerly R/W line North 50 degrees, 25 minutes West 115.39 feet to the aforementioned place of beginning. Thence continuing along the Southerly R/W line of said Railroad North 50 degrees 25 minutes West 73.43 feet to a point in the line of lands of the Philadelphia Suburban Water

Company; thence along the same South 57 degrees 10 minutes West 248 feet more or less to a point in the center line of Crum Creek; thence along the center line of said Creek in a Southerly direction, down stream, 77 feet more or less to a point in the line of lands of the said Water Company; thence along the same North 57 degrees 10 minutes East 258 feet more or less to the first mentioned point or place of beginning.

RESERVING to the Philadelphia Suburban Water Company the right and privilege of a 30 feet wide right of way extending from the Southerly Right of Way line of said Railroad and parallel to said Right of Way across the Easterly portion of said property heretofore more fully described.

As the said described land was conveyed to the said Townships and Borough under deed dated the 27th. day of December, A. D., 1937, and recorded in the Office for the Recording of Deeds, etc., in and for Delaware County in Deed Book No. 1056, page 266, for the purpose of erecting thereon the said Pumping Station, the said Townships and Borough agree to convey to the Authority, the above described land for the consideration of \$1.00 in accordance with the provisions of Act of Assembly No. 200 approved May 20 th., 1937.

(c) The said Pumping Station shall be connected by the Authority with the present trunk line sewer along Crum Creek as shown on Plan of Damon and Foster, dated February 15, 1938 and entitled Plan of Joint Sewer System to be operated and maintained by the Central Delaware County Authority.

(d) The said Authority shall accept from the said Townships and Boroughs all of the sewage delivered to the Pumping Station, and convey and pump the same

through the said station so that it will be conveyed through a certain force main constructed along the Chester Pike as shown on said plan.

(e) For and during the term hereinafter provided the Authority shall at its own cost and expense operate and maintain the said Pumping Station, 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.

(f) The said Pumping Station is essential to eliminate the discharge of sewage into the Crum Creek and to convey the same through a force main heretofore constructed along the Chester Pike, so that the same will flow through the system constructed by the Townships and Borough as aforesaid, into the effluent line which the Authority is about to construct.

(g) For and during the term hereinafter provided, the Authority shall operate and continue to operate the said Pumping Station at its highest efficiency, save only in the event of any Act of God, war, or public calamity not within the control of the said Authority, then and in such event there may be a cessation until the cause of such cessation shall be eliminated.

(h) The said Townships and Borough agree that the said equipment, pumps, etc., in the said Pumping Station shall be connected by the Authority and at

its own expense to their said system recently constructed as aforesaid, and that all sewage shall be delivered thereto for and during the term of this contract.

SECTION II.

Rental

(a) The said Municipalities, parties hereto, are to pay each year for the term of this contract, in the manner herein provided, from revenues which may legally be used for such purposes, unto the said Authority for services rendered by the said Authority in conveying and discharging said sewage into the River, and for other services rendered under this contract and incident thereto, the sums set forth in the following table:-

| | | |
|-------------------------------|------------------------|-----------|
| Township of Springfield | \$ 835.492 | \$ 694.74 |
| Township of Ridley | \$ 1116.123 | 1177.09 |
| Township of Nether Providence | \$ 1433.167 | 1216.47 |
| Borough of Swarthmore | \$ 284.114 | 277.70 |

(b) In the event that the said Pumping Station be destroyed or damaged the Authority agrees to rebuild the same; in consideration for the undertaking by the Authority contained in this sub-section (b) of Section II the said Townships and Borough agree that they will pay to the Authority as rental, in addition to the rental provided in sub-section (a) of this Section II, an amount equal to the cost of such rebuilding in the proportions as set forth in Section III - (c) of Effluent

actions
(c) + (d)
provided
4. Agreement
08/17/60
\$5.02
deleted
version

(3) - (f)
delivered
3
07/10/60
\$ 11

Line Agreement dated September 20th., 1938, such additional rental to be paid by the said Townships and Borough from revenues which may legally be used for such purposes, 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.

(c) In addition to the foregoing annual payments for the said service, each of the said Municipalities agrees to pay from revenues which may legally be used for such purposes, unto the Authority for the operation and maintenance (including insurance) of the Pumping Station a sum equal to its proportionate share of the cost of operation and maintenance of the same, as hereinafter provided, said proportion being the same proportion of the total sewage passing through the pumping station as the amount of sewage delivered to the trunk line by such Municipality bears to the total amount delivered to the trunk line by the aforesaid and any other municipalities. The total amount passing through the Pumping Station shall be measured by a certified venturi tube and meter, or other approved mechanical device. The amounts delivered to the main outfall by the various municipalities will be measured or gauged manually by the Authority at the expense of the

*Approved & attested
by Agreement
dated 8/17/60
\$5.02*

Municipalities, and charged as a part of the cost of operation. In the event the Municipalities desire to install mechanical measuring devices this may be done under the supervision and inspection of the Authority, and will be operated and maintained by the said Authority.

(d) For the purpose of computing the amounts to be paid, meters, registers and other records kept or maintained for that purpose by the said Authority shall be evidence of the quantity of sewage passed through such Pumping Station, such meters, registers and records to be open for inspection of the Townships and Borough at all reasonable times.

(e) The rate of compensation herein provided for is based on the maximum of 7 million gallons per day. Any increase or addition to such present requirements necessitating an increase in the cost, either by reason of increased equipment or construction, is to be borne and paid for by the Townships and Borough from revenues which may legally be used for such purposes, in addition to the payments fixed hereunder, either by new agreement for the said Townships and Borough or by amendment to this Agreement.

(f) Should the said Townships or Borough or any of them, fail to agree upon the amount to be paid within sixty days after written notice from the Authority that it is necessary to increase the capacity of the said Pumping Station to properly pass the sewage delivered by the

Supervised & altered by § 5.02 of Agreement dated 8/17/60

Deleted by § 5.02 of Agreement dated 8/17/60

Deleted by § 5.02 of Agreement dated 8/17/60

and Townships and Borough, then the said Authority may submit to Arbitrators, as set forth in Section IV hereof, the question as to the amount to be paid. The said Authority shall have the right to add to the sums agreed to be paid, the amount necessary to pay the cost of such increased facilities as determined by the Arbitrators; the cost thereof to be apportioned as provided in the column entitled "Crum Creek" in Section III - (c) of Effluent Line Agreement dated September 20th., 1938, and if practical, distributed over the period within which this agreement has to run, payments to be made under the same terms as others under this contract, and subject to the same conditions in the event of failure.

SECTION III

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 Borough from revenues which may legally be used for such purposes as follows:-

(a) Any sums due for the year 1939 shall be payable not later than November 1st., 1939; for the year 1940 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 or the Borough 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 permitted by law.

(c) As the Authority may have to issue bonds or other evidences of indebtedness for the purpose of constructing the said Pumping Station, 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.

(d) The said Townships and Borough 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 Borough to the Authority, in accordance with the provisions of this contract, from revenues which may legally be used for such purposes. The sewer rentals imposed by any Township or the Borough or so much thereof as may be necessary are hereby pledged to pay any sums which may become due under this contract and any other contract which any of said Townships or said Borough may enter into with this or any

other Authority now, or hereafter to be created, for the purpose of acquiring, holding, constructing, improving, owning, maintaining, operating or leasing any sewers, sewer systems or sewage treatment works, provided that, in fixing such annual sewer rentals, each of said Townships and said Borough will fix such rentals at an amount equal to 133 1/3 per cent of the amount required to provide the payments necessary to be made by any of them from such rentals under the terms of this or any other agreement entered into by any of them with this or any other Authority now, or hereafter to be created, for any of the purposes hereinabove set forth. Where such rentals are levied, they are to be levied and collected by the Township or the Borough.

SECTION IV

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 Common Pleas of Delaware County. If the Borough or any 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 V.

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 the Borough 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 VI.

Application 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 any one of the said Townships or the Borough, or by all of them, rather than by the Authority itself, the said Townships and the Borough agree that they will execute such application upon request of the said Authority. The cost thereof shall 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 VII.

Term of Contract.

This contract shall run concurrently with a

certain contract entered into between the Townships of Springfield, Ridley and Nether Providence and the Boroughs of Swarthmore, Rutledge, Morton, Prospect Park and Ridley Park and the Central Delaware County Authority, dated the 20th. day of September, 1938, and shall terminate at the same time, provided all of the sums due the Authority hereunder by the said Townships and Borough and all obligations of the Authority pertaining to the Pumping Station have been paid in full.

SECTION VIII.

Liability

The Townships and the Borough shall not be held to be jointly liable in the event of failure of any one or more Townships and the Borough to perform and discharge their obligation and undertakings under this contract, - it being the intent hereof that this is the separate contract of each of the several Townships and the Borough 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 Council 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: (SEAL)

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

TOWNSHIP OF SPRINGFIELD

BY GUY M. KENNEDY
President of Board of Commissioners

ATTEST:

GORDON L. CARLING
SEC'y. of Board of Commissioners

TOWNSHIP OF RIDLEY

EUGENE L. BURNS
President of Board of Commissioners

ATTEST:

J. PAUL PALMER
Sec'y. of Board of Commissioners

TOWNSHIP OF NETHER PROVIDENCE

By T. JAY SPROUL
President of Board of Commissioners

ATTEST:

ELLIOTT RICHARDSON
Sec'y. of Council

BOROUGH OF SWARTHMORE

By T. E. HESSENBRUCH
President of Council

ATTEST:

JAMES T. MAXWELL
Secretary

CENTRAL DELAWARE COUNTY AUTHORITY

By John W. Calder
President.