
EXHIBIT F4

SUPPLEMENTAL AGREEMENT, DATED NOVEMBER 26,
1952, BY AND AMONG CENTRAL DELAWARE COUNTY
AUTHORITY, BOROUGH OF MORTON, BOROUGH OF
PROSPECT PARK, BOROUGH OF RIDLEY PARK, BOROUGH
OF RUTLEDGE, BOROUGH OF SWARTHMORE, TOWNSHIP OF
NETHER PROVIDENCE, TOWNSHIP OF RIDLEY
AND TOWNSHIP OF SPRINGFIELD

Supplemental Agreement

Dated November 26, 1952

Between

CENTRAL DELAWARE COUNTY AUTHORITY

and

**BOROUGH OF MORTON
BOROUGH OF PROSPECT PARK
BOROUGH OF RIDLEY PARK
BOROUGH OF RUTLEDGE
BOROUGH OF SWARTHMORE
TOWNSHIP OF NETHER PROVIDENCE
TOWNSHIP OF RIDLEY
TOWNSHIP OF SPRINGFIELD**

International, 236 Chestnut St., Phila. 6, Pa.

sewer heretofore so operated and maintained by the Borough of Swarthmore; and

WHEREAS, the Authority proposes to supplement said outfall sewer by constructing a new outfall sewer to be known as the Little Crum Creek Outfall Sewer over rights-of-way to be acquired by it, extending from a point approximately 266 feet north of Yale Avenue in the Borough of Swarthmore to a point north of MacDade Boulevard in the Township of Ridley, and, upon completion thereof, to operate and maintain the same; and

WHEREAS, the Authority is now constructing a sewage treatment plant for the primary treatment of the effluent from said sewerage system upon a site owned by it in the Township of Ridley and has agreed to complete the construction thereof prior to May 1, 1953; and

WHEREAS, by the terms of an agreement dated July 9, 1936, between the Municipalities and General Steel Castings Corporation, a Delaware corporation with a plant in the Township of Ridley, the Township of Ridley has undertaken to provide a force-main sewer from the property line of the plant of General Steel Castings Corporation to said sewage treatment plant; and

WHEREAS, the Authority proposes to construct said force-main sewer over rights-of-way to be acquired by it, and, upon completion thereof, to operate and maintain the same; and

WHEREAS, based upon construction bids received by the Authority on November 24, 1952, it is estimated that the total cost of constructing said outfall sewer will be approximately \$133,000, and that the total cost of constructing said force-main sewer will be approximately \$27,000, in each case including all costs and expenses properly allocable to such construction; and

WHEREAS, for the purpose of paying the cost of construction of said outfall sewer and said force-main sewer the Authority

and shall use its best efforts to complete such construction prior to June 1, 1953.

1.03. Upon completion, the Outfall Sewer and the Force-Main Sewer shall be connected by the Authority, likewise at its own cost and expense, with the said sewerage system as shown on a certain Plan of Damon & Foster, Civil Engineers, dated February 15, 1938, entitled "Plan of Joint Sewer System to be operated and maintained by the Central Delaware County Authority."

1.04. Upon completion of the Outfall Sewer, the Authority agrees to accept therein all or any portion of the sanitary sewage of each Municipality emanating within the watershed served thereby and, upon completion of the Force-Main Sewer, the Authority agrees to accept therein all sanitary sewage emanating from the plant of General Steel Castings Corporation in the Township of Ridley.

1.05. Each Municipality hereby states that it has complete and satisfactory information with respect to the Outfall Sewer and the Force-Main Sewer which the Authority has agreed to construct and with respect to the estimated cost of operation and maintenance thereof, and that the plans and specifications for the Outfall Sewer and the Force-Main Sewer have been approved by and are satisfactory to each Municipality.

1.06. Each of the following Municipalities shall pay to the Authority—but only from available current revenues or from sewer rentals legally available for the purpose, or from both—its proportionate share of the full amount which the Authority may be required to expend from time to time—over and above the moneys available for such purpose from the proceeds of said Sewer Revenue Bonds, Series B—for the rights-of-way acquired or to be acquired by the Authority in connection with the construction of the Outfall Sewer, computed as follows:

Municipality	Proportion
Borough of Swarthmore	.5198
Township of Ridley	.2738
Township of Springfield	.2064

tion 2.01, it will make, or make provision for, such payment out of any of its other available current revenues.

2.04. Each Municipality agrees that, in the event it becomes necessary for the Authority to issue additional bonds under the Indenture for the purpose of completing the construction of the Outfall Sewer or of the Force-Main Sewer, it will enter into a supplemental agreement with the Authority providing, inter alia, for the payment to the Authority by each Municipality named in Section 2.01 of an annual service charge or rental sufficient to enable the Authority to comply with all of the terms and conditions of the Indenture with respect to the issuance of such additional bonds.

2.05. It is understood and agreed that this Supplemental Agreement and the annual service charges or rentals required to be paid pursuant to the provisions of Section 2.01 are to be assigned to the Trustee and each Municipality hereby assents to such assignment; and the Authority hereby directs each Municipality named in Section 2.01 to, and each such Municipality agrees to, pay to the Trustee all service charges or rentals payable by such Municipality pursuant to said Section 2.01.

2.06. The right of the Authority to demand and receive from the respective Municipalities named in Section 2.01 payment of the sums agreed to be paid by each of such Municipalities pursuant to Section 2.01 shall be unaffected by any failure or delay on the part of the Authority to complete construction of the Outfall Sewer or of the Force-Main Sewer arising out of an inability to obtain requisite materials, or as a result of any stop or suspension order issued by governmental authority, or because of any matter, cause or thing beyond its control.

ARTICLE III.

OPERATION AND MAINTENANCE.

3.01. The Authority agrees that it will, for and during the term of this Supplemental Agreement, at its own cost and expense, operate

The payments agreed to be made by each Municipality in this Section 3.03 shall be in addition to any and all payments required to be made by any of said Municipalities pursuant to that certain Agreement dated December 1, 1938, between the Authority, the Borough of Swarthmore and the Townships of Nether Providence, Ridley and Springfield (relating to the Crum Creek Pumping Station) and/or pursuant to that certain Agreement dated August 1, 1950, between the Authority and the Municipalities (relating to the Willard Drive Pumping Station) and/or pursuant to that certain Agreement dated October 22, 1951, between the Authority and the Municipalities (relating to the Sewage Treatment Plant).

3.04. The Authority agrees that it will, for and during the term of this agreement, at its own cost and expense, operate and maintain the Force-Main Sewer and that it will keep the Force-Main Sewer in good order and repair; save where prevented from doing so by Act of God, war, riot, rebellion, sabotage, act of the public enemy, or public calamity—in which event the Authority may suspend operation of the Force-Main Sewer until the cause of such suspension shall no longer exist, and for such reasonable time thereafter as may be required to effect a resumption of operations.

The Authority shall be under no obligation to operate, maintain or repair any sewerage facilities which may be located inside the property line of the plant of General Steel Castings Corporation.

3.05. The Township of Ridley agrees to pay to the Authority—but only out of available current revenues or from sewer rentals imposed in accordance with law or both—the full amount expended by the Authority from time to time for the operation, maintenance and repair of the Force-Main Sewer.

ARTICLE IV.

DAMAGE OR DESTRUCTION.

4.01. Should the Outfall Sewer or the Force-Main Sewer be damaged or destroyed through any cause whatsoever, the Authority shall repair and reconstruct the same at its own cost and expense.

5.02. To insure the availability of current revenues adequate for the purpose, each Municipality shall impose annual sewer rentals in an aggregate amount equivalent to at least one hundred and ten per cent. (110%) of the total of: (a) all sums payable by it to the Authority during the then-current year under this Supplemental Agreement and under any and all other agreements between it and the Authority and (b) all sums payable by it to any other person, firm, corporation, municipality or municipal authority during the then-current year for sewer service. So much of said sewer rentals as shall equal one hundred and ten per cent. (110%) of all sums payable by it to the Authority during any such year are hereby pledged to meet any and all obligations of the several Municipalities to the Authority arising hereunder.

5.03. In the event that any Municipality shall fail or refuse to pay any sums due under this Agreement within thirty (30) days after the same shall become due and payable, unless otherwise herein expressly provided, the Authority may—and if notified to do so by a majority of its members it shall—take such legal action to enforce its rights under this Agreement as may be permitted by law.

5.04. Since the Authority will be required to borrow money in connection with the construction of the Outfall Sewer and the Force-Main Sewer, and to issue bonds or other evidence of indebtedness therefor, the Authority is expressly authorized, if so required, to stipulate in its said bonds or other evidence of indebtedness, or in any agreement supplemental thereto, that if at any time the several Municipalities, or any of them, shall fail to make payment to the Authority as required hereunder, the holder or holders of such obligations may take over the operation and maintenance of the plant, equipment or service of the Authority. This right shall be in addition to and not in limitation of the "Remedies of Bondholders" granted in Section 6 of "The Municipality Authorities Act" of May 2, 1945, its amendments and supplements.

that this shall constitute the separate Agreement of each of the several Municipalities named herein, grouped merely for convenience as parties of the first part, and not their joint obligations, and that no party hereto shall be in any way liable, jointly or severally, for the performance or non-performance by any other party of any obligation or responsibility assumed hereunder; nor shall default by any Municipality in the discharge of any obligation resting upon it hereunder relieve any other Municipality from full performance of and compliance with the terms hereof.

ARTICLE IX.

SEVERABILITY.

9.01. Should any one or more of the provisions of this Agreement for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement; and this Agreement shall in such circumstances be construed and enforced as if such illegal or invalid provision had not been contained herein.

ARTICLE X.

EFFECTIVE DATE AND TERM.

10.01. This Agreement shall become effective upon its execution and delivery by all of the parties hereto and shall remain in full force and effect until December 31, 1987, and thereafter until all bonds issued and to be issued by the Authority under the Indenture shall have been fully paid, both principal and interest, or until due provision for such payment shall have been made, provided, however, that when all of said bonds issued and to be issued by the Authority under the Indenture shall have been so paid in full or due provision for such payment made, the Authority may terminate this Agreement.

(Seal)

BOROUGH OF SWARTHMORE

By

H. L. Pease
President of Council

Attest: *Ruth A. B. Townsend*
Acting Sec'y of Council

(Seal)

TOWNSHIP OF NETHER PROVIDENCE

By

President of Board of
Commissioners

Attest: *Paul Blum*
Sec'y of Board of
Commissioners

Russell Johnson

(Seal)

TOWNSHIP OF RIDLEY

By

George A. Remington
President of Board of
Commissioners

Attest: *Edward J. Venable*
Sec'y of Board of
Commissioners

(Seal)

TOWNSHIP OF SPRINGFIELD

By

Paul Wagner
President of Board of
Commissioners

Attest:

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

(Seal)

CENTRAL DELAWARE COUNTY AUTHORITY

By

J. W. Calder
Chairman

Attest: *William A. Haggerty*
Secretary