
EXHIBIT F5

SUPPLEMENTAL AGREEMENT, DATED AUGUST 17, 1960,
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
MARPLE, TOWNSHIP OF NETHER PROVIDENCE,
TOWNSHIP OF RIDLEY AND TOWNSHIP OF SPRINGFIELD

[Conformed Copy]

Supplemental Agreement

Dated as of August 17, 1960

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 MARPLE
TOWNSHIP OF NETHER PROVIDENCE
TOWNSHIP OF RIDLEY
TOWNSHIP OF SPRINGFIELD**

SUPPLEMENTAL AGREEMENT, dated as of August 17, 1960, between the BOROUGHs OF MORTON, PROSPECT PARK, RIDLEY PARK, RUTLEDGE and SWARTHMORE, and the TOWNSHIPS OF MARPLE, NETHER PROVIDENCE, RIDLEY and SPRINGFIELD, political subdivisions of the County of Delaware, Commonwealth of Pennsylvania (hereinafter called the "Municipalities"), parties of the first part,

AND

CENTRAL DELAWARE COUNTY AUTHORITY, a joint municipal authority organized under the provisions of the "Municipality Authorities Act of 1935" (Act of June 28, 1935, P. L. 463, as amended) and operating under the provisions of the "Municipality Authorities Act of 1945" (Act of May 2, 1945, P. L. 382), its amendments and supplements (hereinafter called the "Authority"), party of the second part.

WHEREAS, the Authority was organized by the Boroughs of Morton, Prospect Park, Ridley Park, Rutledge and Swarthmore and the Townships of Nether Providence, Ridley and Springfield (hereinafter called the "Original Member Municipalities"); and the Township of Marple proposes to join in the Authority pursuant to the provisions of the "Municipality Authorities Act of 1945" (Act of May 2, 1945, P. L. 382); and

WHEREAS, the Authority now maintains and operates a certain sewerage system, consisting of sewers, sewage pumping stations, sewage treatment plant and appurtenant equipment, serving the Original Member Municipalities, subject to the terms and provisions of an Agreement dated October 22, 1951, and a Supplemental Agreement dated as of November 26, 1952, between the Authority and the Original Member Municipalities; and

WHEREAS, the Authority, at the request of the Townships of Marple, Nether Providence, Ridley and Springfield and the Borough of Swarthmore, proposes to construct an extension of its trunk line sewers, such extension being fully shown on certain plans prepared

by Damon & Foster, Civil Engineers, of Sharon Hill, Pennsylvania, dated June 1957 (as last revised April 18, 1960) and approved by the Sanitary Water Board of the Department of Health of the Commonwealth of Pennsylvania, and, upon completion of said extension, to operate and maintain the same; and

WHEREAS, based upon construction bids received by the Authority on August 17, 1960, it is estimated that the total cost of constructing said extension will be approximately \$954,242 including all costs and expenses properly allocable to such construction; and

WHEREAS, for the purpose of providing funds for and towards payment of the cost of construction of said extension, the Authority proposes to issue and sell \$1,050,000 principal amount of its Sewer Revenue Bonds, Series of 1960, dated October 1, 1960, under the provisions and upon the security of a certain Trust Indenture (hereinafter called the "Original Indenture", the Original Indenture and all indentures supplemental thereto being hereinafter collectively called the "Indenture") dated December 1, 1951, between the Authority and The Pennsylvania Company for Banking and Trusts (now known as The First Pennsylvania Banking and Trust Company), as Trustee (hereinafter called the "Trustee"), as supplemented and amended by a Supplemental Indenture dated December 1, 1952, and a Second Supplemental Indenture dated as of October 1, 1960;

Now, THEREFORE, THIS AGREEMENT WITNESSETH: That, for and in consideration of the premises, as well as of the mutual promises herein contained, the parties hereto, intending to be legally bound hereby, do hereby severally agree—each for itself, and not for any other party—as follows:

ARTICLE I.

CONSTRUCTION OF IMPROVEMENTS.

1.01. The Authority shall at its own cost and expense construct the aforementioned extension in accordance with plans and specifica-

tions prepared by Damon & Foster, Civil Engineers—copies of which are on file at the office of the Authority—duly approved by the Board of the Authority on June 15, 1960, and by the Sanitary Water Board of the Commonwealth of Pennsylvania (said extension being hereinafter called the "Improvements"), and shall use its best efforts to complete construction of the aforementioned extension prior to December 31, 1961.

1.02. Upon completion of said extension, the Authority agrees to accept therein all or any portion of the sanitary sewage of each Municipality emanating within the watershed served by such extension.

1.03. Each Municipality hereby states that it has complete and satisfactory information with respect to said extension 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 said extension are satisfactory to each Municipality.

ARTICLE II.

PAYMENTS BY CERTAIN MUNICIPALITIES.

2.01. From the proceeds of sale of its Sewer Revenue Bonds, Series of 1960, the Authority shall pay to the Township of Marple the sum of \$40,000 in reimbursement of the payment in that amount heretofore made by the Township of Marple to the Authority to finance the costs of acquisition of rights-of-way and the making of test borings in preparation for the construction of the Improvements.

2.02. On or before November 1, 1960, the Township of Marple shall pay to the Original Member Municipalities and to Baldwin-Lima-Hamilton Corporation the aggregate sum of \$264,855.94 as a contribution toward the cost of existing facilities of the Authority. The portion of such contribution to be paid by the Township of Marple to each of the recipients is as follows:

Borough of Swarthmore	\$ 24,108.42
Township of Springfield	55,087.88
Borough of Morton	6,129.29
Borough of Rutledge	3,609.69
Township of Ridley	76,681.37
Borough of Ridley Park	20,474.53
Borough of Prospect Park	16,942.68
Township of Nether Providence	50,712.24
Baldwin-Lima-Hamilton Corporation	11,109.84
	<hr/>
	\$264,855.94
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2.03. The Township of Nether Providence shall pay to the Authority from funds legally available for the purpose its proportionate share of the total cost of constructing and equipping the Improvements, which shall be determined on the basis of 3.6108% of the total cost of the extension of the trunk line sewers to the boundary line between Nether Providence Township and Upper Providence Township in Delaware County, Pennsylvania.

2.04. The Township of Springfield shall pay to the Authority from funds legally available for the purpose its proportionate share of the total cost of constructing and equipping the Improvements, which shall be determined on the basis of 13.6275% of the total cost of the extension of the trunk line sewers to said boundary line between Nether Providence Township and Upper Providence Township.

2.05. The Authority shall pay, out of the proceeds of said \$1,050,000 principal amount of its Sewer Revenue Bonds, Series of 1960, the remaining 82.7617% of the total cost of the extension of the trunk line sewers to said boundary line between Nether Providence Township and Upper Providence Township.

2.06. The entire cost of said \$1,050,000 principal amount of Sewer Revenue Bonds, Series of 1960, of the Authority, including the interest thereon and the amortization thereof, shall be discharged and paid by the Township of Marple by means of the payments provided for in Section 2.08 hereof, but only from current revenues or sewer rentals or both which are legally available for the purpose.

2.07. Payments pursuant to Sections 2.03 and 2.04 hereof shall be made to the Authority by each Municipality named in said Sections within thirty days after receipt of written request therefor from the Authority, which requests shall be made from time to time as construction progresses; provided, however, that each such Municipality shall have the privilege of prepaying all or any portion of such payments. For the purpose of said Sections the total cost of construction of the various portions of the Improvements shall include, in addition to the contract price (as increased or decreased by proper debits and credits), all reasonable engineering and legal fees and other expenses properly allocable to the construction and equipping thereof, excluding, however, any costs and expenses incurred by the Authority in connection with the issuance and sale of its bonds.

2.08. The Township of Marple shall pay to the Authority—but only from current revenues or sewer rentals or both which are legally available for the purpose—as a service charge or rental for the use of the Improvements the sum of \$11,400 on May 1, 1962, and the sum of \$16,975 on each February 1, May 1, August 1 and November 1 thereafter, commencing August 1, 1962, and continuing to and including May 1, 2000.

2.09. The Township of Marple agrees that to the extent that on any such February 1, May 1, August 1, or November 1 the receipts from sewer rentals imposed by it are insufficient to make, or make provision for, the payment required by said Section 2.08, it will make, or make provision for, such payment out of any of its other available current revenues.

2.10. 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 Improvements, it will enter into a supplemental agreement with the Authority providing, inter alia, for the payment to the Authority by the Township of Marple 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.

2.11. 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 2.08 hereof are to be assigned to the Trustee and each Municipality hereby assents to such assignment; and the Authority hereby directs the Township of Marple to, and the Township of Marple agrees to, pay to the Trustee all service charges or rentals payable by such Township pursuant to said Section 2.08.

2.12. The right of the Authority to demand and receive from the Township of Marple payment of the sums agreed to be paid by such Township pursuant to Section 2.08 hereof shall be unaffected by any failure or delay on the part of the Authority to complete construction of the Improvements 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 and maintain the Improvements, and that it will keep the same 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 Improvements 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.

3.02. Each of the Townships of Marple, Nether Providence, Ridley and Springfield and the Borough of Swarthmore agrees to pay to the Authority—but only from current revenues or sewer rentals or both which are legally available for the purpose—the full amount expended by the Authority for the operation, insuring, maintenance and repair of the Crum Creek pumping station; but each of said Municipalities shall be liable only for that portion of such expenses as the number of units comprising the population of such Municipality (determined as provided in Section 3.05 hereof) bears to the aggregate number of units comprising the population of all of the said Municipalities (determined as provided in Section 3.05 hereof).

3.03. Each of the Townships of Marple, Nether Providence and Springfield agrees to pay to the Authority—but only from current revenues or sewer rentals or both which are legally available for the purpose—the full amount expended by the Authority for the operation, maintenance and repair of that portion of the Improvements consisting of the extension of the trunk line sewers to said boundary line between Nether Providence Township and Upper Providence Township; but each of said three Municipalities shall be liable only for that portion of such expenses as the number of units comprising the population of such Municipality (determined as provided in Section 3.05 hereof) bears to the aggregate number of units comprising the population of all of the said three Municipalities (determined as provided in Section 3.05 hereof).

3.04. The Township of Marple agrees to pay to the Authority—but only from current revenues or sewer rentals or both which are legally available for the purpose—the full amount expended by the

Authority for the operation, maintenance and repair of those portions of the Improvements consisting of the extension of the trunk line sewers from said boundary line between Nether Providence Township and Upper Providence Township to Trout Run and the Trout Run sewer line.

3.05. For the purpose of computing the amount which each of the Townships of Marple, Nether Providence, Ridley and Springfield and the Borough of Swarthmore shall owe for the ensuing calendar year under the foregoing Sections 3.02 and 3.03, each of said Municipalities shall submit to the Authority annually, prior to the 15th day of November, in writing, the number of units comprising its population, such units to be determined in accordance with the following schedule:

- (a) Each single-family dwelling, —1 unit
- (b) Each dwelling (including apartment houses) containing separate living facilities for more than one family, —1 unit for each such separate living facility
- (c) Boarding schools and hotels, or inns, —1 unit for each 4 students or residents, on a yearly average basis
- (d) Day schools, —1 unit for each 8 students, on a yearly average basis
- (e) Industrial plants, —1 unit for each 8 persons employed, on a yearly average basis—subject to any special agreements which may be entered into by the Authority governing particular plants or situations
- (f) All other uses to be agreed upon from time to time by the Authority and the Municipality

As used in this Section 3.05, the term "unit" is limited to facilities which are (a) located in the area tributary to the Authority's sewer system and (b) connected with said sewer system.

After the receipt of such report from a Municipality, the Authority shall forward a copy thereof to each of the other Municipalities, within fifteen days after receipt thereof by the Authority. Any one or more of such other Municipalities, within twenty days after the receipt of any such report as to another Municipality, may request the Authority to, and the Authority shall, examine the sewer records and plans of the sewer system located within such Municipality and connected with the Authority's sewer system and advise such other Municipalities, in writing, as to the results of such examination. Each of said Municipalities agrees to maintain complete and accurate records as to the number and type of users within such Municipality located in the area tributary to the Authority's sewer system and connected with said sewer system and complete and up-to-date plans of the sewer system located within such Municipality and to make the same available for examination and inspection by the duly authorized officers, agents and representatives of the Authority from time to time.

After the receipt of such reports from all Municipalities, the Authority shall compute the amounts to be paid by each of said Municipalities, and shall so notify each Municipality accordingly, in writing, prior to the thirty-first day of December of each year; and the amounts respectively due as thus determined shall be paid to the Authority by the several Municipalities, in quarterly installments, on or before the last days of March, June, September and December during the following year.

3.06. The payments agreed to be made by the Townships of Marple, Nether Providence, Ridley and Springfield and the Borough of Swarthmore in the foregoing Sections 3.02, 3.03 and 3.04 shall be in addition to any and all payments required to be made by said Townships and said Borough pursuant to that certain Agreement dated September 20, 1938, between the Authority and the Original Member Municipalities (relating to the maintenance and operation

of the Authority's sewer system) and/or 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 Original Member Municipalities (relating to the Willard Drive pumping station) and/or pursuant to that certain Agreement dated October 22, 1951, between the Authority and the Original Member Municipalities (relating to the sewage treatment plant) and/or pursuant to that certain Supplemental Agreement dated November 26, 1952, between the Authority and the Original Member Municipalities (relating to the Little Crum Creek outfall sewer and the General Steel Castings Corporation force-main sewer); subject, however, to the provisions of Article V hereof.

ARTICLE IV.

INSURANCE AND DAMAGE OR DESTRUCTION.

4.01. During the term of this Agreement the Authority shall insure or cause to be insured its Crum Creek pumping station and the equipment thereof to the full insurable value against loss or damage by fire or other casualty, such insurance to be of the kind usually carried for like buildings, structures and equipment and to be placed with one or more responsible stock insurance companies authorized and qualified to do business in the Commonwealth of Pennsylvania.

4.02. Should the Improvements or any part thereof be damaged or destroyed through any cause whatsoever, the Authority shall repair and reconstruct the same at its own cost and expense, the proceeds of any insurance covering such damage or destruction being applied to the extent necessary to such repair and reconstruction.

4.03. In the event that the Crum Creek pumping station or its equipment is damaged or destroyed, and the proceeds of insurance

shall prove to be insufficient for the purpose, each of the Townships of Marple, Nether Providence, Ridley and Springfield and the Borough of Swarthmore agrees to pay to the Authority—but only out of current revenues or sewer rentals or both legally available for the purpose—its proportionate share of all costs and expenses reasonably incurred by the Authority in connection with the repair and reconstruction thereof in excess of such insurance proceeds. Such costs and expenses shall be allocated among said Municipalities by apportioning one-half thereof in accordance with the percentage which the area of each of said Municipalities tributary to the said pumping station is of the total area tributary thereto, and apportioning the other one-half thereof among said Municipalities in accordance with the percentage which the population of each of said Municipalities within said tributary area is of the total population within said tributary area, such population to be determined as provided in Section 3.05 hereof.

4.04. In the event that the portion of the Improvements consisting of the extension of the trunk line sewer to said boundary line between Nether Providence Township and Upper Providence Township is damaged or destroyed, and the proceeds of insurance (if any) shall prove to be insufficient for the purpose, each of the Townships of Marple, Nether Providence and Springfield agrees to pay to the Authority—but only out of current revenues or sewer rentals or both legally available for the purpose—its proportionate share of all costs and expenses reasonably incurred by the Authority in connection with the repair and reconstruction thereof in excess of such insurance proceeds. Such costs and expenses shall be allocated among said Municipalities by apportioning one-half thereof in accordance with the percentage which the area of each of said Municipalities tributary to the said extension is of the total area tributary thereto, and apportioning the other one-half thereof among the said Municipalities in accordance with the percentage which the population of each of said Municipalities within said tributary area is of the total population within said tributary area, such population to be determined as provided in Section 3.05 hereof.

4.05. In the event that the portions of the Improvements consisting of the extension of the trunk line sewer from said boundary line between Nether Providence Township and Upper Providence Township to Trout Run and the Trout Run sewer line are damaged or destroyed, and the proceeds of insurance (if any) shall prove to be insufficient for the purpose, the Township of Marple agrees to pay to the Authority—but only out of current revenues or sewer rentals or both legally available for the purpose—all costs and expenses reasonably incurred by the Authority in connection with the repair and reconstruction thereof in excess of such insurance proceeds.

ARTICLE V.

AMENDMENTS OF PRIOR AGREEMENTS.

5.01. The Agreement dated September 20, 1938, between the Townships of Springfield, Ridley and Nether Providence and the Boroughs of Swarthmore, Rutledge, Morton, Prospect Park and Ridley Park, as parties of the first part, and the Authority, as party of the second part, as heretofore amended and supplemented (the Basic Agreement), is hereby further amended and supplemented, effective October 1, 1960, as follows:

(a) By adding the Township of Marple as one of the parties of the first part to the Basic Agreement, it being understood and agreed that on and after October 1, 1960, unless the context clearly requires otherwise, the terms "the said Townships and Boroughs" and/or "the Municipalities" wherever used in the Basic Agreement shall be deemed to include the Township of Marple in addition to the Townships of Springfield, Ridley and Nether Providence and the Boroughs of Swarthmore, Rutledge, Morton, Prospect Park and Ridley Park.

(b) Section II (b) shall be amended to read as follows:

"(b) In addition thereto, the Townships of Springfield, Ridley and Nether Providence, the Township of Marple and

the Boroughs of Swarthmore, Rutledge, Morton, Prospect Park and Ridley Park shall pay unto the Authority on or before November 1 of each year beginning with the year 1960, either from current revenues or from sewer rentals imposed as provided by law or from both, the percentage below set opposite the name of each such Municipality of the total amount included in the Authority's budget for the next succeeding calendar year for administration expenses:

Township of Springfield	16.16%
Township of Ridley	25.80
Township of Nether Providence	14.95
Township of Marple	21.19
Borough of Swarthmore	7.22
Borough of Rutledge	1.29
Borough of Morton	2.12
Borough of Prospect Park	4.68
Borough of Ridley Park	6.59

(c) The tabulation set forth in Section III (c) shall be changed to provide for 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	.08775	.09595	.0000	.3577	.1304	.04365	.0722
Springfield	.0000	.1530	.16385	.1957	.0619	.13345	.15795	.1616
Morton	.0000	.0234	.0256	.1409	.0000	.0000	.0000	.0212
Rutledge	.0000	.0145	.0160	.0785	.0000	.0000	.0000	.0129
Ridley Twp.	.2540	.2491	.27345	.3172	.3266	.26705	.2411	.2580
Ridley Park	.0000	.0837	.09185	.2240	.2538	.0662	.0000	.0659
Prospect Park	.7460	.0847	.01115	.0437	.0000	.0000	.0000	.0468
Nether Providence Twp.	.0000	.12105	.1296	.0000	.0000	.16655	.2382	.1495
Marple Twp.	.0000	.1828	.19255	.0000	.0000	.23635	.3191	.2119

It is further understood that the present areas of the Township of Marple tributary to the System (as defined in the Basic Agreement) are as follows:

	<i>Acres</i>
Prospect Park Line	0
Effluent Line	3284
Spec. Section	3284
Stoney Creek	0
Little Crum N. of Pike	0
Little Crum S. of Pike	3284
Crum Creek	3284

The Basic Agreement, as so amended and supplemented, is hereby ratified and confirmed.

5.02. The provisions of Sections 3.02 and 3.05 hereof and of Sections 4.01, 4.02 and 4.03 hereof supersede those provisions of the Agreement dated December 1, 1938, between the Authority and the Townships of Springfield, Ridley and Nether Providence and the Borough of Swarthmore contained in subsections (b), (c) and (d) of Section II thereof, which subsections are hereby, by agreement of the Authority and the Municipalities parties to said Agreement, deleted therefrom. Subsections (e) and (f) of Section II of said Agreement dated December 1, 1938, are also hereby deleted therefrom. Said Agreement dated December 1, 1938, as so amended, is hereby ratified and confirmed by the parties thereto.

5.03. The Agreement dated October 22, 1951, between the Boroughs of Morton, Prospect Park, Ridley Park, Rutledge and Swarthmore and the Townships of Nether Providence, Ridley and Springfield, as parties of the first part, and the Authority, as party of the second part (the Sewage Treatment Plant Agreement) is hereby amended, effective October 1, 1960, by adding the Township of Marple as one of the parties of the first part to the Sewage Treatment Plant Agreement, it being understood and agreed that on and

after October 1, 1960, unless the context clearly requires otherwise, the terms "MUNICIPALITY" and "MUNICIPALITIES" wherever used in the Sewage Treatment Plant Agreement shall be deemed to include the Township of Marple in addition to the Boroughs of Morton, Prospect Park, Ridley Park, Rutledge and Swarthmore and the Townships of Nether Providence, Ridley and Springfield. The Sewage Treatment Plant Agreement, as so amended, is hereby ratified and confirmed.

ARTICLE VI.

REMEDIES.

6.01. Each of the Municipalities shall provide specifically in its annual budget for such sums as it may be obligated to pay to the Authority during the ensuing fiscal year under the terms of this Supplemental Agreement.

6.02. To insure the availability of current revenues adequate for the purpose, each of the Municipalities 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 by each of the Municipalities to meet any and all of its obligations to the Authority arising hereunder.

6.03. In the event that any of the Municipalities shall fail or refuse to pay any sums due from it 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.

6.04. Because the Authority will be required to borrow money in connection with the construction of the Improvements, 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 any of the Municipalities 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 1945", its amendments and supplements.

ARTICLE VII.

PUBLIC UTILITY LAW.

7.01. In the event that the Commonwealth of Pennsylvania should subsequently confer jurisdiction of the subject matter of this Supplemental Agreement upon the Pennsylvania Public Utility Commission, in whole or in part, the Municipalities shall, if required so to do, proceed forthwith to obtain all necessary power, right and authority, from the said Public Utility Commission or other proper agency of such Commonwealth, in order to carry out the terms, provisions and intendment hereof.

ARTICLE VIII.

PERMITS.

8.01. In the event that it may be necessary, for the proper performance of this Supplemental Agreement on the part of the Authority, to apply to any governmental or other agency for any permit or license to do or perform any act or thing contemplated hereby, and if such application must be made by a Municipality rather than by the

Authority, the Municipality affected agrees that it will execute the required application upon request by the Authority—all incidental costs to be paid by the Authority; it being understood that, in executing such application, the Municipality shall not assume any obligations beyond those for which it would have been responsible had the Authority itself made the said application.

ARTICLE IX.

LIABILITY.

9.01. The Municipalities shall not be held to be jointly liable in the event of failure of any Municipality to perform and discharge its obligations under this Supplemental Agreement—it being the intent hereof 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.

9.02. Except as otherwise provided in Article V hereof, nothing herein contained shall be construed to modify, affect, or limit any right, duty or obligation of any Municipality under or by virtue of any prior agreement or agreements between the Authority and any Municipality.

ARTICLE X.

SEVERABILITY.

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

ARTICLE XI.

EFFECTIVE DATE AND TERM.

11.01. This Supplemental Agreement shall become effective upon its execution and delivery by all of the parties hereto and shall remain in full force and effect until September 21, 2010, 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 Supplemental Agreement.

IN WITNESS WHEREOF, as of 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 or Resolutions 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 adopted by its Board.

BOROUGH OF MORTON

(Seal)

By BENJ. F. GLOVER, JR.

President of Council

By KENNARD D. WEST

Burgess

Attest:

THOS. J. VIGUERS

Sec'y of Council

BOROUGH OF PROSPECT PARK

(Seal)

By ROBERT C. GORBEY, JR.
President of Council

By JOHN D. ALLISON
Burgess

Attest:

GORDON E. GRANGER
Sec'y of Council

BOROUGH OF RIDLEY PARK

(Seal)

By PAUL W. CROSBY
President of Council

By GEORGE E. BURKE
Burgess

Attest:

HELEN W. MAXWELL
Sec'y of Council

BOROUGH OF RUTLEDGE

(Seal)

By W. MAXWELL MCKEE
President of Council

By GEORGE A. WHITAKER
Burgess

Attest:

BETTY W. COLLISON
Sec'y of Council

BOROUGH OF SWARTHMORE

(Seal)

By B. K. MORSE

President of Council

By JOSEPH REYNOLDS

Burgess

Attest:

ELLIOTT RICHARDSON

Sec'y of Council

TOWNSHIP OF MARPLE

(Seal)

By J. FRANK STERLING

ROY S. BENJAMIN

WILLIAM J. DAVIES

Supervisors

Attest:

WILLIAM J. DAVIES

*Sec'y of Board of
Supervisors*

TOWNSHIP OF NETHER PROVIDENCE

(Seal)

By RUSSELL C. JENKINS

*President of Board of
Commissioners*

Attest:

J. PAUL PALMER

*Sec'y of Board of
Commissioners*

TOWNSHIP OF RIDLEY

(Seal)

By JAMES J. DOUGHERTY
*President of Board of
Commissioners*

Attest:

GORDON L. GARLING
*Sec'y of Board of
Commissioners*

TOWNSHIP OF SPRINGFIELD

(Seal)

By LOUIS WAGNER
*President of Board of
Commissioners*

Attest:

HARRY A. BORNMAN
*Sec'y of Board of
Commissioners*

CENTRAL DELAWARE COUNTY AUTHORITY

(Seal)

By J. PAUL PALMER
Chairman

Attest:

WILLIAM A. HAGERTY
Secretary