EXHIBIT F6

SUPPLEMENTAL AGREEMENT, DATED DECEMBER 21, 2007, 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 EDGMONT, TOWNSHIP OF MARPLE, TOWNSHIP OF NETHER PROVIDENCE, TOWNSHIP OF NEWTOWN, TOWNSHIP OF RIDLEY, TOWNSHIP OF SPRINGFIELD AND TOWNSHIP OF UPPER PROVIDENCE

Draft: April 16, 2007
Revised May 11, 2007
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Revised October 2, 2007
Revised October 16, 2007
Revised November 7, 2007
Revised November 29, 2007
Revised November 29, 2007
Revised December 7, 2007
Final revision December 21, 2007

SUPPLEMENTAL AGREEMENT

Dated as of _____, ___, 2007

Between

CENTRAL DELAWARE COUNTY AUTHORITY

and

Borough of Morton
Borough of Prospect Park

orough of Frospect Fund

Borough of Ridley Park

Borough of Rutledge

Borough of Swarthmore

Township of Edgmont

Township of Marple

Township of Nether Providence

Township of Newtown

Township of Ridley

Township of Springfield

Township of Upper Providence

This SUPPLEMENTAL AGREEMENT, dated ______, 2007, by and between the Boroughs of Morton, Prospect Park, Ridley Park, Rutledge and Swarthmore and the Townships of Edgmont, Marple, Nether Providence, Newtown, Ridley, Springfield and Upper Providence, political subdivisions of the County of Delaware, Commonwealth of Pennsylvania (hereinafter collectively the "Municipalities"),

AND

Central Delaware County Authority, a joint municipal authority organized and existing 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, as amended) (hereinafter the "Authority").

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, and the Township of Marple subsequently joined the Authority (said municipalities collectively called the "Existing Member Municipalities"); and

WHEREAS, the Authority now operates and maintains a certain sewerage system, consisting of trunk line sewers, a sewage pumping station and appurtenant equipment (hereinafter "Sewerage System"), serving the Existing Member Municipalities, subject to the terms and conditions of Agreements dated September 20, 1938, December 1, 1938, October 1952 and August 17, 1960, as amended and supplemented by each Existing Member Municipality in 2006; and

WHEREAS, the Authority and the Delaware County Regional Water Quality

Control Authority (hereinafter "DELCORA") entered into a Service Agreement dated

December 1, 1973, and amendments thereto on April 21, 1981 and March 9, 1999

(hereinafter "DELCORA Service Agreement) which provides for conveyance of sewage from the Authority's Sewerage System through trunk lines of DELCORA to the Southwest Water Pollution Control Plant of the City of Philadelphia and/or DELCORA's Western Regional Treatment Plant in the City of Chester;

WHEREAS, each of the Existing Member Municipalities entered into separate Agreements with the Authority and DELCORA on May 1, 1973, and amendments thereto on March 9, 1999, wherein each, among other things, agreed to execution of the DELCORA Service Agreement by the Authority and agreed to pay its proportionate share of amounts payable by the Authority to DELCORA, thereunder;

WHEREAS, Upper Providence Township, Newtown Township and Edgmont

Township (hereinafter "New Member Municipalities") have each, through Resolutions

duly passed by their governing bodies, signified their desire to become members of the

Authority; and

WHEREAS, the New Member Municipalities propose to connect one or more of their respective municipal sewer lines to the Authority's Crum Creek trunk line interceptor ("Crum Creek Interceptor").

NOW THEREFORE, for and in consideration of the premises, as well as the mutual promises herein contained, the parties hereto, intending to be legally bound hereby, do hereby agree as follows:

ARTICLE I

ADMISSION OF NEW MEMBER MUNICIPALITIES

- 1.1 The New Member Municipalities shall be joined as full and equal members of the Authority, the joinder of each New Member Municipality will be effective upon the issuance of a Certificate from the Secretary of the Commonwealth indicating the Secretary's approval of the joinder.
- 1.2 The Authority and Municipalities agree to execute all documents and to take all actions necessary to effectuate the joinder of the New Member Municipalities as full and equal members of the Authority.
- 1.3 Each New Member Municipality shall appoint a member to the Board of the Authority whose term of office shall be as follows:
- (a) Township of Newtown: 3 year term effective from the First of January of the year in which such joinder shall become effective;
- (b) Township of Upper Providence: 2 year term effective from the First of January of the year in which such joinder shall become effective;
- (c) Township of Edgmont: 1 year term effective from the First of

 January of the year in which such joinder shall become effective.

 Thereafter, each New Member Municipality shall appoint a successor member to the

 Board of the Authority for successive five (5) year terms.
- 1.4 In accordance with the attached Exhibit "A" entitled "Crum Creek Watershed Sewage Flow Study" which shows the New Member Municipalities defined sewer service areas, the Authority agrees to accept within its Crum Creek Interceptor from the New Member Municipalities the following daily sanitary sewage flows:
 - a. Newtown Township 961,975 gallons per day, average daily flow;

- b. Edgmont Township 350, 000 gallons per day, average daily flow;
- c. Upper Providence Township 479,070 gallons per day, average daily flow.
- 1.4.2 Provided, however, that the Authority's obligation to accept any sewage flow from any sewer line of a New Member Municipality shall not arise until (1) the New Member Municipality has constructed an inter-connection or inter-connections between said New Member Municipality sewer line and the Authority's Crum Creek Interceptor satisfactory to the Authority's consulting engineer; (2) the New Member Municipality receives approval from the Pennsylvania Department of Environmental Protection through the Act 537 Sewage Facilities Process; (3) the New Member Municipality establishes, to the satisfaction of the Authority's consulting engineer, that the sewage flows will not include an unacceptable volume of inflow and infiltration (including flows during periods of wet weather) into the New Member Municipality's collection and conveyance sewer lines tributary to the inter-connection(s); and (4) the New Member Municipality's interconnection(s) to the Authority's Sewerage system must maintain meters that are coordinated, compatible and approved through the DELCORA metering program.
- 1.5 Each New Member Municipality shall bear the full responsibility for all costs and expenses associated with all inter-connections of the New Member Municipality's sewer lines with the Crum Creek Interceptor, including all costs of inspection by the Authority's consulting engineer, and any and all improvements

relating in any manner to the conveyance or discharge of any sanitary sewage flows within the New Member Municipality's borders into the Crum Creek Interceptor.

ARTICLE II

PAYMENTS BY NEW MEMBER MUNICIPALITIES

BUY-IN COSTS

- 2.1 Upon the issuance of a Certificate from the Secretary of the Commonwealth indicating the Secretary's approval of the joinder of the Township of Edgmont in the Authority, the Township of Edgmont shall pay to the Authority the sum of \$362,726.00 as representative of the Township of Edgmont's equity purchase of the Authority's existing system and facilities. The portion of the Township of Edgmont's equity purchase of the Authority's existing system and facilities shall be, within ten (10) days of the Authority awarding the contemplated capital improvement construction contracts outlined in Article 5, distributed to each of the Existing Member Municipalities as follows:
 - (a) Borough of Morton \$10,932.00
 - (b) Borough of Prospect Park –\$22,393.00
 - (c) Borough of Ridley Park \$26,948.00
 - (d) Borough of Rutledge \$2,545.00
 - (e) Borough of Swarthmore \$22,734.00
 - (f) Township of Marple \$63,432.00
 - (g) Township of Nether Providence \$42,788.00
 - (h) Township of Ridley \$110,317.00

- (i) Township of Springfield \$60,637.00
- 2.2 Upon the issuance of a Certificate from the Secretary of the Commonwealth indicating the Secretary's approval of the joinder of the Township of Newtown in the Authority, the Township of Newtown shall pay to the Authority the sum of \$606,565.00 (\$997,565.00 minus credit for \$391,000.00 previously paid by the Township of Newtown to the Authority) as representative of the Township of Newtown's equity purchase of the Authority's existing system and facilities. The portion of the Township of Newtown's equity purchase of the Authority's existing system and facilities shall, within ten (10) days of the Authority awarding the contemplated capital improvement construction contracts outlined in Article 5, be distributed to each of the Existing Member Municipalities as follows:
 - (a) Borough of Morton \$18,281.00
 - (b) Borough of Prospect Park \$37,447.00
 - (c) Borough of Ridley Park \$45,063.00
 - (d) Borough of Rutledge \$4,256.00
 - (e) Borough of Swarthmore \$38,017.00
 - (f) Township of Marple \$106,074.00
 - (g) Township of Nether Providence \$71,551.00
 - (h) Township of Ridley \$184,477.00
 - (i) Township of Springfield \$101,399.00
- 2.3 Upon the issuance of a Certificate from the Secretary of the Commonwealth indicating the Secretary's approval of the joinder of the Township of

Upper Providence in the Authority, the Township of Upper Providence shall pay to the Authority the sum of \$569,056.00 (\$579,056.00 minus credit for \$10,000.00 previously paid by the Township of Upper Providence to the Authority) as representative of the Township of Upper Providence's equity purchase of the Authority's existing system and facilities. The portion of the Township of Upper Providence's equity purchase of the Authority's existing system and facilities shall, within ten (10) days of the Authority awarding the contemplated capital improvement construction contracts outlined in Article 5, be distributed to each of the Existing Member Municipalities as follows:

- (a) Borough of Morton \$17,151.00
- (b) Borough of Prospect Park \$35,131.00
- (c) Borough of Ridley Park \$42,276.00
- (d) Borough of Rutledge \$3,993.00
- (e) Borough of Swarthmore \$35,666.00
- (f) Township of Marple \$99,514.00
- (g) Township of Nether Providence \$67,127.00
- (h) Township of Ridley \$173,069.00
- (i) Township of Springfield \$95,129.00

CASH RESERVE COSTS

2.4 On or before JUNE 30, 2008, the Township of Edgmont shall pay to the Authority the sum of \$57,442.00 as representative of the Township of Edgmont's proportionate contribution to the cash reserve fund of the Authority. The portion of the Township of Edgmont's cash reserve contribution to the Authority's existing cash

reserve account shall be, within ten (10) days of the Authority awarding the contemplated capital improvement construction contracts outlined in Article 5, distributed to each of the Existing Member Municipalities as follows:

- (a) Borough of Morton \$2,432.00
- (b) Borough of Prospect Park -\$4,982.00
- (c) Borough of Ridley Park \$5,995.00
- (d) Borough of Rutledge \$566.00
- (e) Borough of Swarthmore \$4,203.00
- (f) Township of Marple \$6,867.00
- (g) Township of Nether Providence \$4,632.00
- (h) Township of Ridley \$19,239.00
- (i) Township of Springfield \$8,526.00
- 2.5. On or before JUNE 30, 2008, the Township of Newtown shall pay to the Authority the sum of \$157,976.00 as representative of the Township of Newtown's proportionate contribution to the cash reserve fund of the Authority. The portion of the Township of Newtown's cash reserve contribution to the Authority's existing cash reserve account shall be, within ten (10) days of the Authority awarding the contemplated capital improvement construction contracts outlined in Article 5, distributed to each of the Existing Member Municipalities as follows:
 - -(a) -- Borough of Morton \$6,688.00
 - (b) Borough of Prospect Park -\$13,700.00

- (c) Borough of Ridley Park \$16,487.00
- (d) Borough of Rutledge \$1,557.00
- (e) Borough of Swarthmore \$11,560.00
- (f) Township of Marple \$18,886.00
- (g) Township of Nether Providence \$12,739.00
- (h) Township of Ridley \$52,911.00
- (i) Township of Springfield \$23,448.00
- 2.6 On or before JUNE 30, 2008, the Township of Upper Providence shall pay to the Authority the sum of \$91,700.00 as representative of the Township of Upper Providence's proportionate contribution to the cash reserve fund of the Authority. The portion of the Township of Upper Providence's cash reserve contribution to the Authority's existing cash reserve account shall be, within ten (10) days of the Authority awarding the contemplated capital improvement construction contracts outlined in Article 5, distributed to each of the Existing Member Municipalities as follows:
 - (a) Borough of Morton \$3,882.00
 - (b) Borough of Prospect Park –\$7,952.00
 - (c) Borough of Ridley Park \$9,570.00
 - (d) Borough of Rutledge \$904.00
 - (e) Borough of Swarthmore \$6,710.00
 - (f) Township of Marple \$10,963.00
 - (g) Township of Nether Providence \$7,395.00

- (h) Township of Ridley \$30,713.00
- (i) Township of Springfield \$13,611.00
- 2.7 Each of the New Member Municipalities represents and warrants that it has on hand, set aside and earmarked for the purpose, funds equal or in excess of the amount required for the payments outlined in Sections 2.1 through 2.6 and that said funds are legally available for said purpose. The above outlined distribution of the New Member Municipalities "buy-in" costs and "cash reserve contribution" is derived in accordance with the attached and incorporated spreadsheet entitled "Distribution of Contribution to Existing Members" which is identified as "Exhibit B."

PROFESSIONAL FEES, COSTS AND EXPENSES

- 2.8 In addition to the payments referenced in Sections 2.1 through 2.6, upon execution of this agreement, the New Member Municipalities shall pay to the Authority: (1) the previously agreed upon \$25,000.00 cost for professional fees incurred by the Authority prior to April 6, 2006 and (2) all costs and expenses, including attorneys and engineering fees and charges, incurred from the date of April 6, 2006 forward, by the Authority relating in any manner to the request of any New Member Municipality to join the Authority or the implementation of the joinder.
- 2.9 Except as provided herein, the right of the Authority to demand and receive from the New Member Municipalities the amounts payable under Sections 2.1 through 2.6 shall be unaffected by any delay for any reason in the construction or the approval by any governmental body or agency of any interconnection(s) or

improvements planned or being made by the New Member Municipalities, unless the delay is solely caused by or solely attributable to the Authority or any Existing Member Municipality.

ARTICLE III

OPERATION AND MAINTENANCE

- 3.1 The Authority agrees that it will, for and during the term of this

 Supplemental Agreement, operate and maintain the Sewerage system, 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 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.
- 3.2 Each Municipality agrees to pay to the Authority, but only from current revenues or sewer rentals or both which are legally available for the purpose, the Municipality's proportionate share of (1) all amounts expended for the operation, insuring, maintenance and repair of the Authority's Sewerage system; (2) all amounts expended for administration of the Authority; and (3) all amounts payable by the Authority under the DELCORA Service Agreement. Said proportionate share shall be determined in accordance with Sections 3.2.1 and 3.2.2, below.
- 3.2.1 PAYMENTS BY NEW MEMBER MUNICIPALITIES FOR

 OPERATION AND MAINTENANCE: For the purpose of computing the amount which each New Member Municipality shall owe for the ensuing calendar year under

Section 3.2, each New Member Municipality shall be responsible to pay to the Authority, as a service charge, each year an amount which bears the same proportion to Operating Costs of the Authority during the given year as the metered Sewage flowing from the particular Municipality to the Authority's facilities bears to the total amount of Sewage flowing from of all of the Municipalities to the Authority's facilities during such year. All service areas in each New Member Municipality must be metered by meters that are coordinated, compatible and approved through the DELCORA metering program.

After the receipt of such metered flow reports, the Authority shall compute the amounts to be paid by each New Member Municipality and shall so notify each Municipality accordingly, in writing, prior to the thirty-first (31st) day of December of each year. The amounts respectively due by each New Member Municipality as thus determined shall be paid to the Authority by the New Member Municipality, in equal quarterly installments, on or before the last days of February, May, August and November during the following year.

3.2.1 (A) The obligation of the New Member Municipalities to pay for the operating expenses outlined in Sections 3.2 and 3.2.1 above shall be conditioned upon the New Member Municipality (1) establishing an interconnection(s) with the Authority's Crum Creek Interceptor and (2) the Authority accepting sanitary sewer flows from the New Member Municipality's interconnection(s) with the Crum Creek Interceptor.

3.2.2 PAYMENTS BY EXISTING MEMBER MUNICIPALITIES

FOR OPERATION AND MAINTENANCE: For the purpose of computing the amount which each Existing Member Municipality shall owe for the ensuing calendar year under Section 3.2, each Existing Member Municipality agrees to pay to the Authority, as a service charge, an amount in respect of each calendar year or portion thereof during which Original Agreement, as amended hereby, is in effect, as follows:

- (a) For calendar year 2008, such amount shall be calculated and determined based on the following formula: twenty (20%) percent of the amount determined by use of the Metered Flow Method plus eighty (80%) percent of the amount determined by use of the EDUs Method;
- (b) For calendar year 2009, such amount shall be calculated and determined based on the following formula: forty (40%) percent of the amount determined by use of the Metered Flow Method plus sixty (60%) percent of the amount determined by use of the EDUs Method;
- (c) For calendar year 2010, such amount shall be calculated and determined based on the following formula: sixty (60%) percent of the amount determined by use of the Metered Flow Method plus forty (40%) percent of the amount determined by use of the EDUs Method;
- (d) For calendar year 2011, such amount shall be calculated and determined based on the following formula: eighty (80%) percent of the amount determined by use of the Metered Flow Method plus twenty (20%) percent of the amount determined by use of the EDUs Method;

(e) For calendar year 2012 and all periods thereafter, such amount shall be calculated and determined by use of the Metered Flow Method.

The number of Units for all other uses shall be agreed upon from time to time by the Authority and the Existing Member Municipality concerned. Each Existing Member Municipality agrees to promptly notify the Authority should its sewer lines receive sewage from uses not listed herein. The Authority may require that each Existing Member Municipality's submission contain a breakdown of the number of units for each type of use listed.

As used in Section 3.2.2, the term "Unit" is limited to facilities which are

(a) located in the area tributary to the Authority's Sewerage system and (b) connected with said Sewerage system.

After the receipt of such reports, the Authority shall compute the amounts to be paid by each Existing Member Municipality and shall so notify each Existing Municipality accordingly, in writing, prior to the thirty-first (31st) day of December of each year. The amounts respectively due by each Existing Member Municipality as thus determined shall be paid to the Authority by the Existing Member Municipality, in equal quarterly installments, on or before the last days of February, May, August and November during the following year.

The term Equivalent Dwelling Units (EDUs), as used throughout this agreement, shall be defined by resolution of the Authority Board. A true and correct copy of the Board's most recent resolution defining EDUs is attached hereto and incorporated herein as "Exhibit C."

3.3 Each Member Municipality shall be liable for its proportionate share of the cost of the entire sewer system of the Authority based on each Member Municipality's proportionate share of metered flows and EDU counts in accordance with Section 3.2, above. It is the intention of the New and Existing Member Municipalites to hereby eliminate the Administrative and Crum Creek Budgets of the Authority and to merge the Administrative and Crum Creek Budgets into the General Fund budget of the Authority.

ARTICLE IV

CAPITAL PROGRAM

- All Member Municipalities hereby acknowledge and agree that certain Capital Improvements must be completed on the Crum Creek Interceptor to address dry weather capacity, wet weather capacity, excessive inflow and infiltration and pipe rehabilitation. Said Capital Improvements are fully described in the document entitled "Central Delaware County Authority Crum Creek Interceptor: Capital Improvement Program and Comprehensive Trunkline Assessment: Final Report," dated October 2005, updated November 2006 and authored by Catania Engineering Associates, Inc. ("the Catania Report"), that is incorporated herein by reference.
- 4.2 For the purpose of computing the amount that each Member Municipality shall owe for the Capital Improvements to the Crum Creek Interceptor under Section 4.1, each Member Municipality shall be liable for the Capital Improvement costs for the

Rehabilitation work conducted on the Crum Creek Interceptor according to the following computations¹:

(a)	Upper Providence Township	5.0%
(b)	Newtown Township	8.7%
(c)	Edgmont Township	3.1%
(d)	Marple Township	9.9%
(e)	Morton Borough	3.5%
(f)	Nether Providence Township	7.1%
(g)	Prospect Park Borough	7.2%
(h)	Ridley Park Borough	8.6%
(i)	Ridley Township	27.7%
(j)	Rutledge Borough	0.8%
(k)	Springfield Township	12.4%
(1)	Swarthmore Borough	6.0%

4.3 For the purpose of computing the amount that each Member Municipality shall owe for the Capital Improvements to any and all other Capital Improvement projects other than the Crum Creek Interceptor under Section 4.2, each Member Municipality shall pay its proportionate share of their stated EDU at total build-out, in accordance to the payment provisions set forth in Section 4.2, above.

ARTICLE V

¹ The Capital Cost computations are based upon each Member Municipality's EDU-based percentage at build-out and are subject to review and revision by the Authority every five (5) years.

EXPANSION OR ENLARGEMENT COSTS:

- 5.1 The parties hereto acknowledge and agree that the addition of the New Member Municipalities to the Authority will require an expansion of the existing Crum Creek Interceptor facilities, trunkline and equipment. The New Member Municipalities shall bear responsibility to pay the costs and expenses, including construction, legal, engineering and financial costs, associated with the expansion and/or enlargement of the Crum Creek Interceptor facilities, trunkline and equipment.
- 5.2 Prior to December 30, 2007, each New Member Municipality shall conduct, at its sole cost and expense, a cost estimate review of the proposed expansion and/or enlargement project contained in the Catania Report. In the event that the New Member Municipality's cost estimate review determines that the expansion and/or enlargement cost estimate exceeds the Authority's cost estimate by thirty (30%) percent or greater, the New Member Municipality may, subject to the limitations below, withdraw its membership request by providing written notice of withdrawal to the Authority and the other New Member Municipalities on or before December 30, 2007.
- 5.2.1. Provided however, that the New Member Municipality's ability to withdraw its membership request shall not relieve the New Member Municipality from liability to reimburse the Authority for the professional fees, costs and expenses as outlined in Sections 2.8 and 2.9, above.
- 5.2.2. To the extent that the withdrawal(s) by a New Member

 Municipality shall necessitate the redesign of the expansion and/or enlargement

 project, the withdrawing New Member Municipalities shall bear the sole responsibility

for any redesign costs incurred due to the withdrawal(s). Payment for any redesign costs must be made within thirty (30) days of the invoice date for the cost.

- 5.3. In the event that any one New Member Municipality elects to withdraw its membership request, the remaining New Member Municipalities shall, on or before December 30, 2007, notify the Authority of their intent to proceed with membership, otherwise the Authority will cease all new membership efforts and projects within thirty (30) days of Authority's receipt of the withdrawal notice.
- 5.4 In the event that any one New Member Municipality elects to withdraw its membership request and one or both of the remaining New Member Municipalities notify the Authority of their intent to proceed with membership, the remaining New Member Municipalities shall:
- 5.4.1. Bear responsibility for any additional legal and/or engineering expenses associated with the expansion and/or enlargement project required to accommodate the New Member Municipalities;
- 5.4.2. Hold the Authority Harmless for any delay in the expansion and/or enlargement project caused by the withdrawal.
- 5.5 Contract Bids: Upon the issuance of a Certificate from the Secretary of the Commonwealth indicating the Secretary's approval of the joinder of the New Member Municipalities, the Authority will take steps to (i) borrow the capital funds necessary for the Capital Improvement Project and (ii) advertise the Capital Improvement Project and Expansion and Enlargement Project for bids (jointly hereinafter "Project Bids.")

- 5.5.1. In the event that the all Project Bids exceed the project cost estimate by twenty (20%) percent or more, the Authority will not proceed with the Capital Improvement Project and Expansion and Enlargement Project without the approval of the majority of Board Members. If the Board does not receive a majority vote in favor of proceeding, all efforts for the entire project (Capital Improvements and Expansion/Enlargement) will cease and All Existing and New Members will hold each other harmless for the failure of the Entire Project to proceed.
- 5.5.2. If the Board does not receive a majority vote of all existing members in favor of proceeding with the entire project (Capital Improvements and Expansion/Enlargement), the New Member Municipalities may withdraw its membership from the Authority and receive reimbursement of the "buy-in" and "cash reserve" costs, outlined in Sections 2.1 through 2.6, respectively. Prior to refunding any "buy-in" and "cash reserve" costs to a withdrawing New Member Municipality, the Authority shall deduct from said refund the New Member Municipality's proportionate share of the project costs incurred to date as outlined in Section 2.8.
- 5.6 For the purpose of computing the amount which each New Member Municipality shall owe for the Expansion or Enlargement Cost of the Crum Creek Interceptor under Section 3.5, each New Member Municipality shall pay its proportionate share based on its stated EDU at total build-out, as illustrated in the Plans of Catania Consulting Engineers, titled "Sanitary Sewer System for Central Delaware County Authority, Crum Creek as Built, Expansion to the Crum Creek Interceptor", dated June 8, 2007, which are attached hereto and incorporated herein as "Exhibit D,"

and in accordance to the payment provisions set forth in Section 3.2.1, above.

Expansion or Enlargement Cost payment by the New Member Municipalities shall be due according to any bond or bank loan repayment schedule associated with the funding obtained by the Authority for payment of the Expansion or Enlargement Costs.

Alternatively, at the option of the New Member Municipality, the Expansion or Enlargement Costs may be paid in a lump-sum cash payment.

ARTICLE VI

INSURANCE AND REPAIRS:

- 6.1 During the term of this Supplemental Agreement, the Authority shall insure or cause to be insured its Crum Creek Pumping Station, including all improvements thereto and equipment thereof, to the full insurable value against loss or damage by fire or other casualties, 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.
- 6.2 Should the Crum Creek Pumping Station, or any improvements thereto or equipment thereof, or any trunk line sewers or any improvements thereto or equipment thereof, be damaged, destroyed or impaired through any cause whatsoever, the Authority shall repair, reconstruct or replace the same at its own cost and expense, the proceeds of any insurance being applied to the extent necessary, and subject to reimbursement by Municipalities pursuant to Section 3.3, provided, however, that if such damage, destruction or impairment to the Crum Creek Pumping Station is caused

by the activities of any New Member Municipality in furtherance of the New Member Municipality's efforts to interconnect to the Crum Creek Pumping Station, trunk line and any improvements thereto or equipment thereof, the New Member Municipality causing such damage, destruction or impairment shall be solely responsible to repair, reconstruct or replace the same at its own cost and expense.

6.3 In the event that any trunk line sewer, or any improvement thereto or equipment thereof, is damaged, destroyed or impaired, each Member Municipality agrees to the pay to the Authority, but only out of current revenues or sewer rentals or both legally available for the purpose, its proportionate share based on each Member Municipality's proportionate share of metered flows and EDU counts in accordance with Section 3.2, above, of all costs and expenses reasonably incurred by the Authority in connection with the repair, reconstruction or replacement relating to such event.

ARTICLE VII

AMENDMENTS TO PRIOR AGREEMENTS:

7.1 The Basic Agreement dated September 20, 1938, as amended and supplemented, is hereby further amended and supplemented by adding the Townships of Edgmont, Newtown and Upper Providence as additional parties of the first part, it being understood and agreed that, unless the context clearly requires otherwise, the terms "the said Townships and Boroughs" and/or "Municipalities" wherever used therein shall be deemed to include the Townships of Edgmont, Newtown and Upper Providence in addition to the Existing Member Municipalities. The Basic Agreement, as

amended and supplemented, is hereby ratified and confirmed, but only to the extent the same is not inconsistent with this Supplemental Agreement.

ARTICLE VIII

OBLIGATIONS AND LIABILITIES OF MUNICIPALITIES:

- 8.1 Each Member Municipality 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.
- 8.2 To insure the availability of current revenues adequate for the purpose, each Member Municipality shall impose annual sewer rentals, or set aside such funds as are necessary, in an aggregate amount equivalent to at least one hundred and ten percent (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 ten percent (110%) of all sums payable by it to the Authority during any such year are hereby pledged by each Member Municipality to meet any and all of its obligations to the Authority arising hereunder.
- 8.3 In the event that any Member Municipality shall fail or refuse to pay any sums due from it under this Supplemental Agreement within thirty (30) days after the same shall become due and payable, 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 Supplemental Agreement as may be permitted by law.

- 8.4 The Member Municipalities shall not be held to be jointly and severally liable in the event of failure of any Member Municipality to perform and discharge its obligations under this Supplemental Agreement, it being the intent of this supplemental agreement that said obligations 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. No party hereto shall be 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 Member Municipality and the discharge of any obligation resting upon it hereunder relieve any other Municipality from full performance and compliance with the terms hereof.
- 8.5 If any Member Municipality shall not make full payment of any such quarterly installments or additional charge on or before the specified payment date, there shall be added to the amount thereof interest at the rate of six percent (6%) per annum from the due date of such charge to the date on which the Authority shall receive payment thereof.
- 8.6 In the event that any Member Municipality fails to remit timely quarterly payments, in addition to any right or remedy available to the Authority at law or equity, the Authority reserves the right to deny any new connections from the delinquent Member Municipality.

ARTICLE IX

REGULATORY COMPLIANCE:

- 9.1 Each New Member Municipality agrees to enter into a separate

 Agreement with DELCORA and the Authority relating to service provided by

 DELCORA and obligations of the Existing Member Municipalities relating thereto, such separate agreements to contain like provisions and to similarly bind the New Member Municipality to the same obligations as set forth in existing Agreements between

 DELCORA, the Authority and the Existing Member Municipalities, dated May 1, 1973 and amended March 9, 1999.
- 9.2 Each New Member Municipality shall abide by the Standards, Rules and Regulations of DELCORA and its industrial user Local Limitations, and any other applicable regulations of any governmental subdivision, department or agency relating to any discharge into their respective municipal sewer lines connected to the Authority's Sewer System. Each New Member Municipality shall enact an ordinance adopting said Standards, Rules and Regulations and Local Limitations of DELCORA, including enforcement provisions, in like form to ordinances heretofore passed by the Existing Member Municipalities.
- 9.3 Each Member Municipality shall enact and keep in full force and effect at all times ordinances or resolutions, including enforcement provisions, which prohibit connection of municipal storm water systems, roof or storm drains, cellar drains or any other sources of underground, surface or storm waters to their respective sewage collection systems and lines tributary to the Authority's Sewer System.

- 9.4 If any analysis of samples pursuant to the DELCORA Service Agreement indicates that sewage discharged from the Authority's Sewer System into the system of DELCORA requires special treatment or was harmful to or damaged the DELCORA System or was harmful to or damaged the aforementioned treatment facilities of the City of Philadelphia or DELCORA, and the Authority is required under the DELCORA Service Agreement to pay or otherwise incur any costs or expenses relating thereto, or indemnify DELCORA therefore, and such discharge of sewage is determined to have emanated from a sewer line of a Member Municipality, then said Member Municipality shall reimburse the Authority for and indemnify it against all said cost, expenses and damages.
- 9.5 In the event that it may be necessary, for the proper implementation or performance of this Supplemental Agreement on the part of the Authority, to apply to any governmental or other agency for any approval, permit or license to do or perform any act or thing contemplated hereby, and if such application must be made or joined in by a municipality, the Member Municipality or Member Municipalities affected agree that they will execute the required application upon request by the Authority and otherwise cooperate with the Authority in connection with same, all incidental costs to be paid by the Authority; it being understood that, in so doing, the Member Municipality shall not assume any obligations beyond those for which it would have been responsible had the Authority itself paid for said application.
- 9.6 In the event that the Commonwealth of Pennsylvania should subsequently confer jurisdiction of the subject matter of this Supplemental Agreement

upon the Pennsylvania Public Utilities Commission, in whole or in part, the Member Municipalities shall, if required to do so, proceed to obtain all necessary power, right and authority from said Public Utility Commission or other proper agency of the Commonwealth, in order to carry out the terms, provisions and intentions hereof.

ARTICLE X

FUTURE CAPACITY:

- 10.1 In the event that future improvements to the CDCA sewerage system, future rehabilitation of the CDCA sewerage system, or future flow reductions result in the generation of increased capacity in the System, All Existing and New Members shall be entitled to a proportionate share of that increased capacity. Said proportionate share for All Existing and New Members shall be defined by the proportionate amounts shown in Section 4.2, above.
- 10.2 In the event that any New or Existing Member Municipality shall conduct work within its municipal limits that reduces inflow and infiltration into the Authority's sewerage system, such that the Member Municipality generates additional capacity in the system, that Member Municipality alone shall enjoy the additional capacity so generated. The amount of flow allocation credits attributable to inflow and infiltration abatement shall be defined by a resolution of the Authority Board. The current Board resolution identifying the amount of flow allocation credits attributable to inflow and infiltration abatement is attached hereto and incorporated herein as Exhibit "E."

ARTICLE XI

SEVERABILITY AND AMENDMENT:

- 11.1 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 provisions of this Supplemental Agreement. This Supplemental Agreement shall in such circumstances be construed and enforced as if such illegal or invalid provision had not been contained herein.
- 11.2 This Supplemental Agreement may only be amended or supplemented by written agreement of all parties hereto.

ARTICLE XII

EFFECTIVE DATE AND TERM:

- 12.1 This Supplemental Agreement shall become effective upon execution and delivery by all of the parties hereto and compliance with all legally applicable requirements for joinder of the New Member Municipalities as members of the Authority.
- 12.2 This Supplemental Agreement shall be in full force and effect until the term of the existence of the Authority, including any extension(s) thereof, shall expire and until all the sums due the Authority hereunder from the Member Municipalities and all obligations of the Authority have been paid in full.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 The parties hereby acknowledge that the Authority will be required to borrow money in connection with the Capital Improvements as defined in Article 4.

Prior to the Authority acquiring any indebtedness to ensure the completion of the Capital Improvements as defined in Article 4, each New Member Municipality hereby agrees to submit their revised ACT 537 Plans to the Pennsylvania Department of Environmental Protection, with a copy of the same to the Authority.

- defined, shall require the Member Municipality to submit new connections to the Authority for review and recommendation regarding such connection by the Authority's consulting engineer. Following the Authority's consulting engineer's receipt and review of any request for a future connection to the Authority's System, the Authority's consulting engineer shall make a recommendation to the Authority's Board regarding the future connection request. All future connections to the Authority's System shall require approval from a majority vote of the member representatives of the Board. The criteria for approving additional connections tributary to the Authority's system will include:
- (a) the receipt of a current annual Infiltration and Inflow report from the Municipality making the request for connections. See, Section 13.3;
- (b) the requesting Municipality must be current with their quarterly payments to the Authority; and
- (c) the requesting Municipality shall have submitted a copy of their annual Chapter 94 Report to the Authority; and

13.3 Each Member Municipality agrees to submit annual inflow and infiltration reports to the Authority on or before March 1st. Said inflow and infiltration reports must contain the following information:

(a) a description of the Member Municipality's inflow and infiltration program for the upcoming year;

(b) a statement of inflow and infiltration progress that was made by the Municipality from the previous year;

(c) an acknowledgement that approval of any future connections to the Authority's System will be based on the Authority's receipt of the Municipality's annual inflow and infiltration report.

13.4 Failure of any Member Municipality to submit its annual inflow and infiltration report to the Authority on or before March 1st in accordance with Section 12.3, supra, shall result in the Authority's consulting engineer recommending denial of any future connections from the Member Municipality.

13.5 The enforcement of the terms of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania with jurisdiction resting the County of Delaware.

Borough of Morton

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Attest Barbarafarda

President of Council

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	(Seal)	President of Council
		Borough of Ridley Park
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		Borough of Rutledge
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	(Seal)	President of Council
		Borough of Swarthmore
Attest:		Ву:
	(Seal)	President of Council
		Township of Edgmont
Attest:		Ву:
	(Seal)	President, Bd. of Commissioners
		Township of Marple
Attest:		Ву:
	(Seal)	President, Bd. of Commissioners

		Borough of Prospect Park
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	(Seal)	President of Council
		Borough of Ridley Park
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		Borough of Swarthmore
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	(Seal)	President, Bd. of Commissioners

	borough of Prospect Park
Attest:	Ву:
(Seal)	President of Council
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Attest:(Seal)	Borough of Rutledge By: President of Council
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(Seal)	President, Bd. of Commissioners Township of Marple By:
(Seal)	President, Bd. of Commissioners

	Borough of Prospect Park
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	Borough of Ridley Park
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	Borough of Swarthmore
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(Seal)	President of Council
	Township of Edgmont
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(Seal)	President, Bd. of Commissioners
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(Séal)	President, Bd. of Commissioners

	Borough of Prospect Park
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	Borough of Ridley Park
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(Seal)	President of Council
ρ	Township of Edgmont
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(Seal)	President, Bd. of Commissioners
	Township of Marple
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(Seal)	President, Bd. of Commissioners

	Borough of Prospect Park
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(Seal)	President of Council
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(Seal)	President of Council
	Borough of Swarthmore
Attest: Jane C. Billings	Ву:
(Seal)	Tom Huestis President of Council
	Township of Edgmont
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	Township of Marple
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		Township of Nether Providence
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		Township of Newtown
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	eal)	President, Bd. of Commissioners
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		Central Delaware County Authority
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	Central Delaware County Authority
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(Seal)	Chairman

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	Township of Upper Providence
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	Central Delaware County Authority
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(Seal)	Chairman

Township of Nether Providence

	Township of Nether Providence
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(Seal)	President, Bd. of Commissioners
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(Seal)	President, Bd. of Commissioners
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	Central Delaware County Authority
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(Seal)	Chairman

		Township of Nether Providence
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	(Seal)	President, Bd. of Commissioners
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		Township of Ridley
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	(Seal)	President, Bd. of Commissioners
		Township of Springfield
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	(Seal)	President, Bd. of Commissioners
		Township of Upper Providence
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	(Seal)	President, Bd. of Commissioners
		Central Delaware County Authority
Attest:		Ву:
	(Seal)	Chairman

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Central Delaware County Authority Capital Cost - Valuation of Existing System Distribution of Contribution to Existing Members

		Original System		rum Creek Extension to Marple		Crum Creek Extension o Trout Run	-	rsm Croek imp Station 1963	Ī	num Creek Extension Patimer's Run	_	num Creek ump Station 1978	-	Crues Creek Tump Station 1991	_	Crum Carek Yump Station 2001		Courn Creek Pump Station 2005		iapital Buy-in isting System	fn	ndit Applied on Service greements		Total Cost	Oper	rating erve	т	DTAL
Marple Township	\$	34,347.62	\$	72,067.33	\$	41,120.95	s	14,560.02	2	31,322.97	*	BO,899.02	\$	18,908,67	3	6,469.43	\$	37,263.43	5	316,960,35	\$	47,839,25	\$	269,021.10 \$	3	6,718.00 \$	3	95,737.10
Morton Borough	5	12,164.09	\$	25,522,40	\$	14,562.84	\$	•	\$	11,092.92	\$	-	5	•	\$		3		8	63,342,26	\$	18,977.52	\$	46,384.74 \$	1	3,002.00 \$		59,388.74
Nether Providence Township	3	23,168.91	2	46,612.44	\$	27,737,80	\$	9,821,95	\$	21,128,65	\$	41,078.95	\$	12,754,69	\$	4,383,90	\$	25,135.75	\$	213,803,05	\$	32,337.03	\$	181,488,02 \$	2	4,766,00 \$	2	06,232.02
Prospect Park Borough	\$	24,916.10	\$	52,278,35	\$	29,829.54	\$	-	\$	22,721,98	\$	-	\$	•	\$	-	8	-	\$	129,745.99	\$	34,775.60	\$	94,970.38 \$	2	6,534.00 \$	1	21,604.39
Ridley Park Borough	\$	29,983.79	\$	62,911 <i>.2</i> 3	\$	35,896.57	\$		5	27,343,42	3	-	\$		\$	-	Ş		\$	156,135.00	\$	41,848,60	\$	114,285,40 \$	3	2,052.00 \$	1	46,338.40
Ridley Township	\$	98,225,00	5	201,903.19	\$	115,204,08	2	10,857.41	\$	87,754.17	5	44,573.15	3	13,839.61	\$	4,735,10	\$	27,273.81	\$	602,168.53	\$	134,306,16	\$	467,862.37 \$	10	2,863,00 \$	5	70,725.37
Rufledge Borough	\$	2,831,94	\$	5,941.91	\$	3,390,40	\$	-	\$	2,582.56	\$		\$	•	\$	-	\$		\$	14,746,80	\$	3,952.56	8	10,794.24 \$		3,027.00 \$		13,821.24
Springfield Township	5	42,644,71	\$	89,476.07	\$	61,054,21	\$	9,976,41	\$	38,889,42	\$	41,724.93	5	12,955.26	5	4,432.53	\$	25,531.02	\$	316,684,57	\$	59,519.58	\$	257,165.02 \$	4	5,585.00 \$	3	02,760.02
Swarthmore Borough	\$	21,024.26	\$	44,112.67	5	25,170,22	2	1,716,56	\$	19,172,88	\$	7,179.27	\$	2,229.11	3	762.87	\$	4,392.92	\$	125,760,44	•	29,343,72	\$	96,416,72 \$	Z	2,473.00 \$	1	16,883.72
	\$	287,309.43	\$	602,825.49	\$	343,966.62	\$	46,733.25	\$	262,008,98	5	195,4 55. 33	\$	60,687.34	\$	20,763.63	\$	119,596,92	\$	1,939,347.00	\$	401,000.00	\$	1,538,347.00 \$	30	7,118.00 \$	1,8	45,465,00



Table 3.2.2.a - Equivalent Dwelling Unit (EDU) Flow Projection Based Upon Gallons per Person per Day

	Gallons per day	Person
	per Person	per EDU
Airports (per passenger)	5	52
Country Club (per member)	100	2,5
Dwellings		
Boarding House	50	5
Multi-family (apartment)	65	4
Factory (per employee, exclusive of industrial waste)	35	7.5
Hospital (per bed space)	350	0.75
Hotels	60	4
institutions other than hospital (per bed space)	125	2
Laundries, self serve	50	5
Mobile Home Park (per space)	250	1
Restaurants (per seat)	25	10
with bar/cocktail lounge	27	9
Schools		
Boarding	100	2.5
Day, without gyms, cafeterias, or showers	15	17
Day, with gyms, cafeterias, or showers	25	10
Day, with cafeteria, without gyms or showers	20	13
Service Station (per vehicle served)	10	26
Swimming Pools	10	26
Theaters (per seat)	1	260

Table 3.2.2.b - Equivalent Dwelling Unit (EDU) Flow Projection Based Upon Building Gross Square Footage

Gallons per day	Gross square ft.
per gross square ft.	per EDU
0.09	2900
0.62	425
0.03	8750
0,05	5250
0.2	1300
0.13	2000
0,35	750
0.2	1300
80.0	3250
0.04	6500
0.04	6500
0.18	1450
0.31	850
3.68	70
0.18	1450
	Gallons per day per gross square ft. 0.09 0.62 0.03 0.05 0.2 0.13 0.35 0.2 0.08 0.04 0.04 0.18 0.31 3.68

Uses not described or justification of flows differing from tables shall be based upon water usage records

Inflow & Infiltration Abatement Flow Allocation Credits

Inflow and Infiltration Removal Estimate

Manhole Insert 300 gpd Manhole Rehabilitation 60 gpd

Pipe Grout/Lining 50 gpd/linear foot of pipe

Roof Drain Disconnection 40% of roof area gpd in sq feet
Sump Pump Removal 800 gpd

All flow allocation credits will equate to 10% of inflow and infiltration removal estimate unless metering data is available to justify a higher value

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