

Evens

AGREEMENT made this 29th day of Sept 1947,

1947, by and between TOWNSHIP OF RADNOR, a township of the first class under the laws of the Commonwealth of Pennsylvania (hereinafter called Radnor), party of the first part, and TOWNSHIP OF LOWER MERION, also a township of the first class under the laws of said Commonwealth (hereinafter called Lower Merion), party of second part:

W I T N E S S E T H

WHEREAS there are certain small watersheds in Radnor which abut and drain into Lower Merion where it is not convenient for Radnor to provide sanitary sewer outlets while the sewer system of Lower Merion has or may in the future provide available pipes for the drainage of these areas; and

WHEREAS there are certain small watersheds in Lower Merion which abut and drain into Radnor where it is not convenient for Lower Merion to provide sanitary sewer outlets while the sewer system of Radnor has or may in the future provide available pipes for the drainage of these areas; and

WHEREAS Radnor and Lower Merion are willing to accept into their respective sanitary sewer systems sewage from the adjoining areas of the other, upon compliance with the terms and conditions hereinafter stated.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants hereinafter set forth, the parties hereto, each intending to be bound hereby, agree as follows:

1. Lower Merion agrees to accept into its sanitary sewer system all domestic sewage from all buildings now erected or hereafter to be erected on the aforesaid watersheds of Radnor

Stover

which abut on the line dividing Lower Merion from Radnor at such points as may be found necessary, subject to the approval of both parties hereto.

2. Radnor agrees to accept into its sanitary sewer system all domestic sewage from all buildings now erected or hereafter to be erected on the aforesaid watersheds of Lower Merion which abut on the line dividing Radnor from Lower Merion at such points as may be found necessary, subject to the approval of both parties hereto.

3. It is mutually understood and agreed that no storm, surface, or ground water, silt, or other materials liable to form deposits or create obstructions will be permitted to enter the sewer system of either party hereto.

4. It is mutually understood and agreed that in the construction of sewers along County Line Road "W" branches shall be installed for house connections on each side of said Road at the points specified by the proper official of each Township.

5. It is mutually understood and agreed that the construction of any sewer along County Line Road under ordinance shall be by joint action of Radnor and Lower Merion and that the cost of such sewer shall be assessed equally against properties on each side of said Road.

6. Radnor agrees that all connections to the Lower Merion sewer system shall be subject to the existing agreement between Lower Merion and the City of Philadelphia, dated September 2, 1903, and if the City of Philadelphia should at any time object to the admission of sewage from Radnor as an alleged violation of its agreement with Lower Merion, Radnor will as promptly as possible thereafter disconnect its sewers from the Lower Merion system.

7. Each of the parties hereto agrees to indemnify the other for any loss sustained by admission of sewage of the other which may make its own sewers inadequate for draining the area for which they were intended.

8. Nothing in this agreement shall be construed to require either party to construct extensions of its sewer system to provide outlets for the use of the abutting watershed of the other.

9. The right of inspection of the sewers and connections being constructed or to be constructed, in the abutting watersheds, to insure compliance with the terms of this agreement, is hereby granted to each of the parties hereto.

10. Each of the parties agrees to pay to the other as consideration for using its sewer system, 50% of all sewer rentals legally chargeable against each building discharging sewage into the sewer system of the other. Sewer rental charges shall be based upon the maximum rate scale used for like service throughout the Township. Payments based upon the amounts of sewer rentals received shall be made annually within 30 days after the termination of the discount period, and payments based upon the balance of the rentals, without penalties, legally assessable for the year then ending, or any portion thereof, whether collected or not, shall be made on or before the thirty-first day of December of each year.

11. Should circumstances arise which seriously alter the relationship between the rentals received and the cost of maintenance of the sewers, or the disposal of the sewage, either party hereto may upon request to the other reopen the matter of the mutual payments to be made hereunder. In the event the parties are unable to agree on an equitable settlement of the matter, the question

shall be determined by arbitrators, one to be appointed by each of the parties, and the third to be selected by the two so appointed, and the decision of the arbitrators shall be final and binding upon the parties.

12. This agreement may be terminated only by mutual consent of both parties expressed in writing.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be duly executed the day and year first above written.

Approved as to form:

Codina H. P. [Signature]
Township Solicitor

TOWNSHIP OF RADNOR

By

[Signature]
President

Attest:

J. W. Johnson
Secretary

Approved as to form:

[Signature]
Township Solicitor

TOWNSHIP OF LOWER MERION

By

Richard W. Johnston
President

Attest:

[Signature]
Secretary