
EXHIBIT F100

AGREEMENT OF BROOKHAVEN ROAD PUMPING STATION,
DATED FEBRUARY 9, 1967, BY AND AMONG
BOROUGH OF ROSE VALLEY
AND TOWNSHIP OF NETHER PROVIDENCE

Pls return to Boro Fil

AGREEMENT

RE BROOKHAVEN ROAD PUMPING STATION

This Agreement dated the NINTH day of FEBRUARY 1967, between the BOROUGH OF ROSE VALLEY, Delaware County, Pennsylvania and hereinafter called "BOROUGH" and the TOWNSHIP OF NETHER PROVIDENCE, Delaware County, Pennsylvania, hereinafter called "TOWNSHIP"

W I T N E S S E T H:

WHEREAS, "Fairfield Estates" has constructed on Brookhaven Road within the boundaries of Borough a small sewage pumping station facility to service a certain area of Township, which area consists of approximately 16 acres on which may ultimately be erected approximately 32 homes, and

WHEREAS, the aforesaid pumping station was also constructed for the purpose of servicing an area within the Borough of approximately 67.75 acres on which may ultimately be erected 58 homes, and

WHEREAS, the said sanitary sewer lines of the Borough serve by the pumping station will connect through sewer lines of the Township with sewer lines of the City of Chester and an agreement with the City of Chester in regard thereto has been approved, as well as an agreement with the Township in regard to the use of its lines,

NOW THEREFORE, in consideration of the mutual promises herein contained, and intending to be legally bound hereby, Borough and Township covenant and agree as follows:

1. That the lot of ground on Brookhaven Road and the small sewage pumping station thereon shall be conveyed by "Fairfield Estates" unto the Borough:

2. That the said pumping station shall be maintained and operated in good working order by the Township.

3. That Borough will maintain appropriate insurance on said installation.

4. That the cost of maintenance, operation, repair, replacement or enlargement of said pumping station shall be shared by the Borough and Township in proportion to the number of acres to be serviced; payments of said share shall be made within sixty (60) days of billing, which billing shall be on a quarterly basis.

5. That annually, on or about the 1st day of January, Borough and Township shall submit to each party a list of current connections using said pumping station.

6. That Borough does hereby provide and permit adequate means of ingress and egress to the Township for the purposes of maintenance and operation of said pumping station.

7. That if any one or more of the provisions of this agreement shall be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this agreement and this agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

8. That in the event Borough or Township shall fail or refuse to comply with the provisions of this agreement, the aggrieved party may take such legal action to enforce its rights under this agreement as may be permitted by law.

9. That the term of this agreement shall be for a period of five (5) years from the date hereof and at the end of said term shall extend for additional terms of five (5) years, unless ninety (90) day's written notice is given by one party to the other prior to the end of each five (5) year term that Borough or Township desires to renegotiate the same.

IN WITNESS WHEREOF the said Borough and the said Township have caused these presents to be duly executed and attested by their proper officers the day and year first written above.

BOROUGH OF ROSE VALLEY

By

John F. [Signature]
President

Attest

J. Victor Hawley
Secretary

Approved:

James G. Law
Mayor

TOWNSHIP OF NETHER PROVIDENCE

By

John F. [Signature]
President

Attest

James Eastwood
Secretary

SEWER AND SANITATION COMMITTEE

RE: Rose Valley and Nether Providence Sewer Agreement for the Brookhaven Road Pumping Station.

The Borough has been proposing that the cost of the operation of the pumping station be shared on a unit basis. Nether Prov Twp. wants to share the cost on an acreage basis. The following is based on the assumption that the cost of operation of the station will not cost more than approx. \$1,000.00 per year.

The units connectable are:

32 units in Nether Prov. for a percentage of 36.4
56 units in Rose Valley for a percentage of 63.6

The acres connectible are:

13.6 acres in Nether Prov. for a percentage of 17.6
63.74 acres in Rose Valley for a percentage of 82.4

Difference 18.8%

The Committee believes that as the difference in cost between the two methods is only about 200.00 per year or \$1,000.00 for the period of the contract, that the Borough should accept the Acreage Basis, with the thought of renegotiation in five years.

November 14, 1967

Mr. Harrison Eastwood, Secretary
Nether Providence Township
Municipal Building
Wallingford, Pennsylvania

Dear Mr. Eastwood,

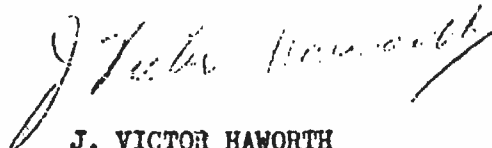
This letter is to confirm the fact that Nether Providence Township accepted the responsibility of the maintenance and operation of Rose Valley Borough's Brookhaven Road Pumping Station on November 7, 1967, as per our agreement dated February 9, 1967.

The Borough will repair and install the ventilating fan, and a new light switch at the earliest convenience.

It is understood that the Township will supply a new locking mechanism for this station. Would you be good enough to supply the Borough with a key?

We trust that this will meet with your approval.

Yours very truly,



J. VICTOR HAWORTH
Secretary