
EXHIBIT F68

AGREEMENT, DATED SEPTEMBER 25, 1964,
BY AND AMONG
CITY OF CHESTER AND BOROUGH OF BROOKHAVEN

THIS AGREEMENT made this 25th day of September, A. D. 1964
by and between THE CITY OF CHESTER, Delaware County, Pennsylvania, herein-
after referred to as "CITY", Party of the First Part, and the BOROUGH OF BROOK-
HAVEN, Delaware County, Pennsylvania, hereinafter referred to as "BOROUGH",
Party of the Second Part.

WITNESSETH:

WHEREAS, the parties have heretofore entered into an agreement or
agreements whereby the City was to receive the sanitary sewage, which flows
by gravity, except if otherwise described, from certain described areas within
the boundaries of the said Borough, into the sewerage system of the said City,
either directly or indirectly, and to treat such sanitary sewage discharge in the
sewage disposal facilities of the said City; and

WHEREAS, the said parties desire to define, amplify and otherwise
amend the said prior agreement or agreements;

NOW, THEREFORE, in consideration of the premises, intending to
be legally bound, the said parties do covenant, and agree as follows:

1. All prior agreements inconsistent with the provisions of this
agreement are hereby revoked, and it is understood and agreed by the Parties
hereto that the provisions of this Agreement shall be effective to cover prior
services performed beginning with February 1, 1963, and shall be effective
back to that date.
2. The City shall receive sanitary sewage which flows by gravity,
except as otherwise specifically noted, from the boundaries of the said Borough,
and shall treat same in its sewage disposal facilities.
3. The area of collection of sanitary sewage discharge within the
boundaries of the Borough is limited to and described in Exhibit "A", attached

hereto and made a part hereof.

4. The discharge is limited to gravity flow of sanitary sewage and any connections of other than sanitary sewage are prohibited, except as hereinabove or hereinafter provided.

5. The sanitary sewerage system, including mains, laterals and house plumbing within the area of the Borough must be designed, installed and maintained on sound sanitary engineering practices. A competent and licensed plumbing inspector of the Borough must inspect and approve all plumbing and fixture connections.

6. At any time during the tenure of this agreement, the City of Chester may request an inspection to be made by the Borough of any one or more connections or any portions of the collection system of the Borough that the City considers may be in violation of this agreement, and the said Borough shall within ten (10) days of the receipt of such request, have an inspection made by a competent plumbing inspector and report of the findings made to the City. Any connection found in violation of the intent of this Agreement shall be immediately corrected by the action of the Borough.

7. No permit for a connection of any industry having an industrial waste discharge may be issued by the Borough until and after written approval has been secured from the City Engineer of the City of Chester on application made jointly by the industrial owner and the Borough. If approval is secured from the City Engineer of the City of Chester for an industrial waste discharge, the permit issued shall be a provisional one that will provide for an immediate cancellation of permit should such industrial waste discharge later prove either injurious to the sewage system or to the sewage treatment process of the City. The annual industrial sewer rental shall be collected by the Borough and shall be paid to the City of Chester.

8. The parties hereto agree that should the discharge of sanitary sewage by the Borough be, in the opinion of the City Engineer of the City of Chester, detrimental, deleterious or harmful in any manner to the sanitary sewage system, or sewage disposal plant, any of its parts or equipment, then, in that event, the City may direct the Borough to discontinue the discharge or delivery of said harmful material within thirty (30) days after written notice to the Borough. In the event that the deposit or delivery of said material shall not be discontinued within the said thirty (30) days, this agreement may be terminated by the City and the discharge of sewage into the sewerage system of the City of Chester terminated, discontinued, cut-off and stopped.

9. The Borough shall pay to the City an annual rental or charge, to be determined as follows:

(a) The number of units in the Borough discharging into the sewage system of the City during the preceding fiscal shall be ascertained by the said Borough. This determination shall be made as of July 1, 1963 for the preceding fiscal year 1962-1963, and thereafter on July 1st of each year. Units shall be determined under the method and classification of Ordinance No. 95, of the City of Chester, adopted December 29, 1959, and Resolution passed by City Council on February 2nd, 1960, as amended from time to time.

A unit shall be defined as a number arrived at by the following rules so that a uniform disposal charge may be applied thereto:

1. The sewage discharge from a dwelling or a separate apartment when occupied by a single family shall be classed as one unit.
2. Each apartment shall be classed as a separate unit.
3. Each additional family occupying a dwelling shall be classed as a separate unit.
4. Hotels, rooming or boarding houses shall be charged an additional unit for each four (4) persons occupying the same over and above the family unit.
5. Boarding schools shall be charged one (1) unit for each four (4) persons living or working therein.

6. Churches having sewage connections shall be charged one (1) unit for each Church. Parsonages shall be charged the same as dwellings.

7. Day schools, public or parochial schools shall be charged one unit for each twelve (12) students, teachers and operating personnel.

8. Hospitals or Nursing homes shall be charged one unit for every five (5) patients and operating personnel.

9. Commercial establishments shall be charged one unit for each four (4) employees or operating personnel. Commercial establishments using water for other than sanitary fixture purposes and discharging into the sanitary sewer shall be charged an extra number of units for said extra discharge based on 250 gallons per day constituting one unit.

10. Industrial establishments shall be charged one unit for each four (4) employees for its domestic sewage discharge and shall be separately rated for its industrial waste discharge as hereinbefore noted.

11. In computing the number of units, a discharge for less than one-half year shall be charged one-half unit. A discharge for more than one-half year shall be charged a full unit.

12. The installation and/or usage of mechanical grinding units which discharge ground organic matter into the sewer system are declared illegal and their use prohibited.

(b) The number of units, as above, times the unit rental charge shall equal the annual rental.

(c) The Borough shall furnish the City by September 1, following the end of the fiscal year (starting July 1, 1963), with information as to the type and number of units discharging into the sewer system of the City during the preceding fiscal year, as above.

(d) The City shall then bill the Borough on or before October 1st (beginning October 1, 1963) for the annual rent due for the said preceding fiscal year, on the basis of said number of units and the unit rental charge.

(e) The Borough shall pay to the City said annual rental or charges within six (6) months from said October 1st.

(f) Sewer rentals for industry shall be promulgated by the City of Chester and said rentals shall be determined by the type of industry, the flow and nature of the industry discharge. Said rentals shall be promulgated by the City for each individual type of industry, either by prior order, decree or Ordinance, or upon application for same.

10. The unit rental or charge shall be determined annually by the City on or before September 1st, and said unit rental or charge shall be based upon the factors hereinafter enumerated as determined from the actual costs in the preceding fiscal year.

11. The City shall use the following cost factors in setting the unit rental or charge:

- a. Operation
- b. Maintenance
- c. Repairs
- d. Alterations
- e. Inspections, billings, collections
- f. Amortization costs or interest on Bonds
- g. Depreciation
- h. Margin of Safety of ten (10) per cent

12. The total costs to the City plus a margin of safety of ten (10) per cent as above, divided by the total number of units using, directly or indirectly, the sewage system of the City, shall equal the unit rental or charge.

13. Depreciation shall be based upon a capitalization of fixed assets of the City of \$3,759,668.00, of which \$876,070.00 for buildings shall be depreciated at two (2) per cent, and \$2,883,598.00 for sewer pipes, lines and appurtenances, shall be depreciated at one (1) per cent.

14. Any future capital expenditures by the City shall be considered for amortization costs or interest or depreciation only if expended for the construction, addition to or enlargement of trunk or interceptor sewer lines, pumping stations and disposal plants.

15. Any excess funds to the City at the end of each year, from the ten (10) per cent safety factor, shall first be applied as a credit against any increase in the unit rental or charge, unless the City shall have a sewer bond issue outstanding, in which case any excess funds from the ten (10) per cent safety factor shall be paid into the sinking fund of such bond issue.

16. It is covenanted and agreed that the books of account of the said City upon which the annual rental is determined shall be made available for study by the said Borough at any convenient time. In the event of any dispute concerning the equity of a promulgated rate or any other question arising between the parties hereto, the said Borough may pay the annual rental under protest and take an appeal or other action to any Court of competent jurisdiction.

17. The Borough covenants and agrees that the City may inspect the books and records of the said Borough and any of the sewer facilities in the said Borough in order to estimate the number of units and/or connections and the nature of the sewage being deposited into said system.

18. It is covenanted and agreed by the City that the Borough may terminate this agreement at any time upon six (6) months notice so to do to the said City. The annual rental due from the said Borough shall be proportioned up to and including the date of the cessation of the sewage discharge into the sewerage system of the said City.

19. The basis of this agreement is a willingness of the City of Chester to perform a sewage treatment service for the Party of the Second Part should such Party of the Second Part so desire. To give protection and permanency to future planning of the Party of the Second Part, The City of Chester, Party of the First Part, reserves no right of termination of agreement except that which may be occasioned by failure of the Party of the Second Part to abide by the provisions herein contained. Should such violations by the Party of the Second Part occur, other than that provided for in paragraph eight herein, for a period of not less than one hundred and twenty (120) days after due notice in writing by the Party of the First Part to the Party of the Second Part, this agreement may be terminated by the Party of the First Part by

written notice to the Party of the Second Part, and the discharge of sewage into the sewerage system of the City of Chester stopped by action of the Party of the First Part.

IN CONSIDERATION of their mutual agreement to the provisions hereinbefore set forth and in witness whereof, the parties have hereunto set their hands and seals, and have caused these presents to be signed by their duly authorized officers.

Attest *Paul Kraft*
City Clerk

CITY OF CHESTER
By *Harry E. Bolion*
Director, Department of Streets
& Public Improvements

Attest *Elaine K. Thompson*
Secretary (Title).

BOROUGH OF BROOKHAVEN
By *Alfred B. Whittington*
President (Title)