
EXHIBIT F73

SEWAGE DISPOSAL AGREEMENT AND AMENDMENT AND
SUPPLEMENT TO SEWAGE DISPOSAL AGREEMENT,
DATED SEPTEMBER 6, 1956 AND DECEMBER 1, 1960,
BY AND AMONG
CHESTER TOWNSHIP AND CHESTER CITY

AMENDMENT AND SUPPLEMENT TO SEWAGE DISPOSAL AGREEMENT

WHEREAS, Chester Township, the Party of the First Part, and The City of Chester, Party of the Second Part entered into a Sewage Disposal Agreement dated September 6, 1956, which is incorporated herein by reference and description; and

WHEREAS, Chester Township desires to include for service an additional area, as appears by plan of Damon & Foster, dated June 8, 1960, revised November 11, 1960, attached hereto and made part hereof; and

WHEREAS, a portion of said plan indicates operation of the additional system by means of pumping and not by gravity flow;

NOW THEREFORE, it is hereby covenanted and agreed by and between the parties hereto, as follows:-

1. The City of Chester will accept sewage for the additional portion recorded on plan attached hereto under the same terms and conditions as set forth by Agreement of September 6, 1956.
2. The Township of Chester may include in said area a portion wherein the sewage is pumped, as indicated on said Plan, but no further addition or accretion to the system may be made by the said Township wherein pumping is necessary except by later agreement and consent by the City of Chester.
3. In the event that the Township of Chester desires to assign its rights and obligations under the original contract or this amendment to any Sewer Authority created by it, the parties hereto agree that the said Township may do so by proper notice to the City.

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, dated this 1st day of December, A.D., 1960.

CHESTER TOWNSHIP

BY Samuel A. Tomack
(Title)

Attest: William H. Snyder
(Title)

CITY OF CHESTER

BY James E. Boden
Director of the Department of
Streets & Public Improvements.

Attest: Richard J. Leach

SEWAGE DISPOSAL AGREEMENT

THIS AGREEMENT made this 6th day of March A.D., 1966,
by and between Chester Township, County of Delaware and State of
Pennsylvania, Party of the First Part, and the City of Chester,
County and State aforesaid, Party of the Second Part.

WHEREAS, the Party of the First Part has made application
to the Party of the Second Part to receive the sanitary sewage
which flows by gravity from certain hereinafter described areas
within the boundaries of the Party of the First Part into the
sewerage system of the Party of the Second Part, either directly
or indirectly, and to treat said sanitary sewage discharge in the
sewage disposal facilities of the Party of the Second Part; and

WHEREAS, the Party of the Second Part is agreeable to re-
ceive and treat the said sanitary sewage of the Party of the First
Part under the terms and conditions hereinafter set forth.

WITNESSETH that for and in consideration of their mutual
undertakings the aforesaid parties agree as follows:-

1. The area of collection of sanitary sewage discharge
within the boundaries of Party of the First Part is limited and
described as follows:-

The southern section of Chester Township below
the Baltimore & Ohio R.R. which can be sewerred
by gravity, the limits of which as delineated
on accompanying plan in color ; said plan to
become a part of this agreement.

2. The discharge is limited to gravity flow of sanitary
sewage and any connections of other than sanitary sewage are pro-
hibited, except as hereinafter provided.

3. The sanitary sewerage system including mains, laterals
and house plumbing within the area of the Party of the First Part
must be designed, installed and maintained on sound sanitary engi-
neering practices. A competent and licensed plumbing inspector of
the Party of the First Part must inspect and approve all plumbing
and fixture connections.

4. At any time during the tenure of this agreement, the
City of Chester may request an inspection to be made by the Party
of the First Part of any one or more connections or any portion of
the collection system of Party of the First Part that the City

considers may be in violation of this agreement, and the said Party of the First Part shall within ten (10) days of the receipt of such request, have an inspection made by a competent plumbing inspector and a report of the findings made to the Party of the Second Part. Any connection found in violation of the intent of this agreement shall be immediately corrected by action of the Party of the First Part.

5. No permit for a connection of any industry having an industrial waste discharge may be issued by the Party of the First Part 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 Party of the First Part. 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 Party of the Second Part. When issuing an industrial sewage permit the City of Chester shall promulgate the annual sewage rental from that industry. This annual industrial sewage rental shall be paid the City of Chester by and through the municipality, Party of the First Part, and this amount shall be subject to periodic review and adjustment.

6. The parties hereto agree that should the discharge of sanitary sewage by the Party of the First Part 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 Party of the Second Part may direct the Party of the First Part to discontinue the discharge or delivery of said harmful material within thirty (30) days' written notice to the

Party of the First Part. 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 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 Second Part.

7. It is understood by both parties hereto that the amount of annual sewage rental charges hereinafter given are based on present economic conditions and present costs of operating the now existing Primary Sewage Treatment Plant, including grit chambers, pumping stations, siphons, intercepting and trunk sewers of the City of Chester, plus a fair return on the capital investment and operating costs. As either of these conditions vary and/or should the City of Chester install additional or more complete treatment facilities or make changes in the capital investment that would render the aforesaid annual charges inequitable to the Party of the Second Part, the Party of the First Part agrees to accept and be bound by an equitable adjustment of said annual rental charge. It is likewise understood that the City of Chester shall, in addition to the above, review said annual rental charges in 1956, and every five (5) years thereafter and any equitable rating established by such review shall be binding on the Party of the First Part.

8. It is agreed that the calculations and books of the City from which an annual rental is determined shall be made available for study by the Party of the First Part at the City Engineer's Office. Any dispute concerning the equity of a promulgated rate or any other question arising under this agreement shall be decided by arbitration. The Board of Arbitration shall consist of three (3) members; one arbitrator chosen by the Party of the First Part; one arbitrator chosen by the Party of the Second Part,

and the third arbitrator chosen by the above two. The decision of this Board of Arbitration shall be binding upon both parties.

9. It is agreed by the Party of the Second Part that the Party of the First Part may terminate this agreement at any time upon sixty (60) days' written notice to Party of the Second Part. In such event the annual rental due Party of the Second Part shall be proportioned up to the date of cessation of sewage discharge by the Party of the First Part into the sewage system of Party of the Second Part.

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

11. The annual sewage rental charge to be paid by the Party of the First Part to the Party of the Second Part as herein described shall be on a unit basis for domestic sewage discharge and on a special rating for industrial wastes to be promulgated for each separate industry at the time of approval by the City Engineer and as subsequently altered.

12. A unit shall be defined as a number arrived at by

the following rules so that a uniform disposal charge may be applied thereto:-

- a. The sewage discharge from a dwelling or a separate apartment when occupied by a single family shall be classed as one unit.
- b. Each apartment shall be classed as a separate unit.
- c. Each additional family occupying a dwelling shall be classed as a separate unit.
- d. Hotels, rooming or boarding houses shall be charged an additional unit for each four persons occupying the same over and above the family unit.
- e. Boarding schools shall be charged one unit for each four (4) persons living or working therein.
- f. Churches having sewage connections shall be charged one unit for each Church. Parsonages shall be charged the same as dwellings.
- g. Day schools, public or parochial schools, shall be charged one unit for each twelve (12) students, teachers and operating personnel.
- h. Hospitals or Nursing homes shall be charged one unit for every five (5) patients and operating personnel.
- i. 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.
- j. 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.
- k. 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.
- l. 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.

13. The Party of the First Part agrees to report, through its authorized officers, in detail to the Party of the Second Part, on or before February 1st of each year as to the number of units which in its opinion should be charged them for the immediately

preceding year.

14. The City of Chester will thereupon render a bill to the Party of the First Part covering sewage treatment charges for the preceding year. This bill will be rendered on or before March 1st of each year.

15. Party of the First Part agrees that payment to the Party of the Second Part will be made in full within sixty (60) days of receipt of bill.

16. The annual sewage rental charge to be paid by the Party of the First Part to the Party of the Second Part under the terms of this agreement is hereby fixed at Eight Dollars (\$8.00) per unit until changed as hereinbefore provided.

17. All prior agreements inconsistent with the provisions of this agreement are hereby repealed.

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.

CHESTER TOWNSHIP

BY William H. Snyder Jr.
(Title) Pres.

Attest: Samuel Womack
(Title) Secretary

CITY OF CHESTER

BY Mr. Lawrence Amick
Director of the Department of
Streets & Public Improvements.

Attest: Richard J. Larkin Jr.
City Clerk