
EXHIBIT F133

AGREEMENT, DATED AUGUST 29, 1960,
BY AND AMONG SOUTHWEST DELAWARE COUNTY
MUNICIPAL AUTHORITY AND RICHARD G. KELLY

Good title *Developers Agent* *Agmt* *✓*
SOUTHWEST / CHESTER TWP.

THIS AGREEMENT, made this 29th day of August

A. D. 1960, by and between SOUTHWEST DELAWARE COUNTY MUNICIPAL AUTHORITY, a municipal authority organized by the Board of Commissioners of the Township of Aston, Delaware County, Pennsylvania, and existing under the Pennsylvania Municipal Authorities Act of 1945, P. L. 382, as amended, with its office and place of business at the Municipal Building in the Township of Aston, (hereinafter called "Authority"), and RICHARD G. KELLY, an individual, whose office and place of business is at 1000 Shadeland Avenue, Drexel Hill, Delaware County, Pennsylvania, (hereinafter called "Kelly").

WITNESSETH:

WHEREAS, the Authority is presently constructing for the Township of Aston and certain adjacent territories a comprehensive sewerage system for the collection, treatment and disposal of sanitary sewerage and all appropriate facilities appurtenant thereto, (hereinafter called "Sewer System"); and

WHEREAS, Kelly is the owner, or for the purposes of this agreement has purchased the fee simple title to a certain tract of ground known as the Wolf Tract, containing approximately 132 acres, which premises are more particularly described in Deed from M. MADELINE KELLY, HAZEL W. GREEN and ELEANORE S. CLARKE, to RICHARD G. KELLY dated August 10, 1960 and recorded in the office for Recording of Deeds in and for Delaware County, in Deed Book No. 2002 page 110, which premises are located in the Township of Chester, which is adjacent to the aforementioned Township of Aston, which tract is shown on the Plan hereto attached and marked Exhibit "A"; and

WHEREAS, Kelly expects to develop the said Wolf Tract by the erection thereon and sale of dwelling houses, and desires as an inducement in the sale of such houses to provide sanitary sewage service to the houses; and

WHEREAS, as part of its sewer project Authority is willing to make its facilities for the collection, treatment and disposal of sanitary sewage, as and when hereafter constructed available to the houses constructed or to be constructed in the Wolf Tract; provided the treatment plant of the Authority, at the time of completion of construction of the proposed houses, shall have sufficient capacity to treat and dispose of sanitary sewage from said houses; and

WHEREAS, the said Authority, in order to provide said services, finds it necessary to obtain from Kelly a certain right-of-way agreement, sufficient in form and content unto its Solicitor; which right-of-way is indicated on the plan attached hereto and marked Exhibit "A".

NOW, THEREFORE, Authority and Kelly, for and in consideration of the mutual covenants herein contained, as well as for other good and valuable consideration, the parties hereto, intending to be legally bound hereby, agree to and with each other as follows:

1. The Authority agrees to complete the construction, at its sole cost and expense, the said sewer system, in accordance with plans and specifications therefor, dated October 13, 1960 as amended from time to time, prepared by Glace & Glace, Inc., Consulting Engineers, Harrisburg, Pennsylvania (the "Consulting Engineers" for the said Authority).

2. Authority agrees to amend its said plan to include connection to and with the said Wolf Tract, and Kelly, in connection with and

for the purposes of such construction, agrees, upon request from the Authority, to convey, or cause to be conveyed, as a gift, to Authority, Kelly paying transfer taxes, if any, on account of such conveyance, fee simple title, free and clear of all liens and encumbrances, to the sewer right-of-way through the Wolf Tract, as is shown in Exhibit "A" attached hereto. The form and contents of the indenture conveying said right-of-way shall be approved by the Solicitor of the Authority. A survey and legal description of said right-of-way shall be furnished by the Authority to Kelly.

3. All street sewer lines and street sewer laterals, manholes and house sewer laterals within the Wolf Tract shall be laid and constructed by Kelly, at his sole cost according to all specifications, rules and regulations, inspection and approval of the Authority and its Consulting Engineer, and pursuant to any rules and regulations and approval of any State or Municipal body, including the Township of Chester, having jurisdiction therein; and Kelly further agrees that he will obtain the approval of the said Township of Chester, by means of Resolutions and/or Ordinances or in any other manner necessary and proper prior to any connection of homes in said Tract to the sewer system, for said connection and subsequent service and charge of sewer rent against the individual homes by the Authority.

4. When the construction of the sewer system by the Authority has been completed to such an extent that it is available for use by the Wolf Tract, as evidenced by a certificate of the Consulting Engineer to the effect, then and any time thereafter, limited as aforesaid to sufficient capacity in said sewer system, Kelly shall have the right and privilege of tying in, or attaching by one or more sufficient connections, any and all sewer lines constructed by him on the Wolf Tract to the sewer system constructed

by the Authority, for use by any and all of the houses constructed or thereafter to be constructed on the Wolf Tract; all costs and expenses of such attachment, including Y's or extensions for connection to be borne by Kelly, but no individual tap-in or connection fee shall be made by Authority for any houses in the Wolf Tract which are connected to sewers constructed and laid in said Tract by Kelly and dedicated to the Authority. All such connections and attachments shall be subject to the supervision and approval of the Consulting Engineer.

5. Prior to the connection of any sewer lines by Kelly to the said sewer system for service to and for any section of the Wolf Tract then completed, Kelly shall, by appropriate deed of conveyance and dedication, dedicate or cause to be dedicated, to the Authority, as a gift, all of Kelly's or the then owner's, right, title and interest to all street sewers, street sewer laterals, manholes, house sewer laterals or other sewer laterals and appurtenances, and all easements and rights-of-way in connection therewith, created, laid out, constructed and erected in said Wolf Tract by Kelly. Similar sectional dedications shall thereafter be made and accepted from time to time as further or additional street sewers and street sewer laterals are attached by Kelly to sewer system. At the time of such dedication Kelly shall furnish Authority with a title policy of a reputable title insurance company insuring that the title so conveyed and dedicated is good and marketable and free and clear of all liens and encumbrances and shall also furnish Authority with its bond, in form satisfactory to Authority and with satisfactory corporate surety, in an amount equal to 20% of the cost to Kelly of the sewers so attached to the sewer system, guaranteeing the maintenance of the facilities covered by each such Deed of Dedication, for a period of two years from the date of each such deed.

6. This Agreement shall be binding upon and inure to the benefit

of the heirs, executors, administrators, successors and assigns of the parties hereto. In the event of a sale or sales of all or a part of the land herein described, Authority agrees to accept performance from such grantee or grantees in lieu of performance by Kelly.

7. Kelly agrees to pay all costs and fees to the Authority for services of the Consulting Engineer and of the Solicitor of the Authority in connection herewith.

8. Any houses built by Kelly, his heirs, executors, administrators, successors and assigns on said Wolf Tract and in fact connected to the Sewer System of the Authority shall be considered as Woodbrook Development houses for credit purposes under Agreement between Authority and Woodbrook Development Corporation dated August 1, 1959.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed, duly attested, all as of the day and year first above written.

SOUTHWEST DELAWARE COUNTY

MUNICIPAL AUTHORITY

Attest:

By

Marion C. Pines
Chairman

Corn P. Bacon
Secretary

Witness:

Stanley D. Tiers

Richard G. Kelly
Richard G. Kelly

File 80500
Toby Tamm

A G R E E M E N T

THIS INDENTURE made the 5th day of November, 1964, between RICHARD G. KELLY and M. MADELEINE KELLY, his wife, (hereinafter referred to as "Kelly"), of the Township of Upper Darby, County of Delaware and State of Pennsylvania, and SOUTHWEST DELAWARE COUNTY MUNICIPAL AUTHORITY, (hereinafter referred to as "Authority"), a municipal authority organized by the Board of Commissioners of the Township of Aston, Delaware County, Pennsylvania, and existing under the Pennsylvania Municipality Authority Act of 1945, P. L. 382, as amended.

WHEREAS, Authority has constructed for the Township of Aston, and certain adjacent territories, a complete system for the collection, treatment and disposal of sanitary sewerage and all appropriate facilities appurtenant thereto; and

WHEREAS, Kelly has developed and constructed certain family dwellings or houses in the Township of Chester, Delaware County, Pennsylvania and has constructed and provided sanitary sewerage service to the said dwellings or houses; and

WHEREAS, Kelly is the owner of the sanitary sewer lines constructed for said sanitary sewerage service, hereinafter more fully described; and

WHEREAS, it is the desire and intention of Kelly to convey to Authority and Authority is desirous of accepting title to all street sewer lines, street sewer laterals and manholes lying within the beds of certain streets, hereinafter more fully described;

WITNESSETH that the said Kelly for and in consideration as well of the advantage to them accruing as for divers other considerations affecting the public welfare, which they seek to advance, have granted, bargained, sold, aliened, enfeoffed, released and confirmed and by these presents do grant, bargain, sell, alien, enfeoff, release and confirm unto the said

Authority all street sewer lines, street sewer laterals and manholes lying in, along and under the hereinafter described streets, being

ALL THOSE CERTAIN sanitary sewer lines, SITUATE in the Township of Chester, County of Delaware, Commonwealth of Pennsylvania, the center lines of which are described as follows:

THE FIRST THEREOF, beginning at Manhole No. 51 of the Chester Creek interceptor of the Southwest Delaware County Municipal Authority, thence extending along the center line of a Thirty foot wide right-of-way South Sixty degrees, Thirty-three minutes, Ten seconds East a distance of Three hundred twenty-one feet to a manhole, thence continuing along the center line of said right-of-way and crossing under the Chester Creek South Seventy degrees, Fifty-eight minutes, Ten seconds East a distance of One hundred fifty-three and fifty one-hundredths feet to a junction manhole; thence extending along the center line of a Twenty foot wide right-of-way North Thirty-four degrees, Twenty-three minutes, Fifty seconds East a distance of Four hundred ninety-six and forty one-hundredths feet to a manhole, thence extending along the center line of said right-of-way South Seventy degrees, Sixteen minutes, Ten seconds East a distance of One hundred seventy-six feet to a junction manhole in the bed of Powell Road; thence extending along the center line of said right-of-way in the bed of Powell Road North forty-three degrees, Fifty-three minutes, Fifty seconds East a distance of One hundred twenty-five and thirty one-hundredths feet to a manhole, thence continuing along the same South Eighty-eight degrees, Three minutes, Ten seconds East a distance of Four hundred thirty-nine and fifty one-hundredths feet to a manhole in the center line of Harshaw Road; thence continuing along the said right-of-way (in the bed of Powell Road) South Eighty-eight degrees, Three minutes, Ten seconds East a distance of One hundred thirty-four feet to a manhole; thence continuing along the same South Eighty-nine degrees, Two minutes, Ten seconds East a distance of One hundred eighty-five feet to a manhole in the center line of Elson Road; thence continuing along the center line of said right-of-way in the bed of Powell Road South Eighty-nine degrees, Two minutes, Ten seconds East a distance of Two hundred one feet to a manhole; thence continuing along the center line of said right-of-way in the bed of Powell Road North Thirty-eight degrees, Fifty-nine minutes, Fifty seconds East a distance of One hundred eighty-nine and fifty one-hundredths feet to a manhole; thence continuing along the center line of said right-of-way in Powell Road North Eighteen degrees, Fifty-seven minutes, Fifty seconds East a distance of Four hundred seventy-one feet to a manhole situated Thirty-two and eighty one-hundredths feet Southwest of the center line of Bridgewater Road.

THE SECOND THEREOF (Harshaw Road), beginning at a manhole in the bed of Powell Road, thence extending along the center line of a Twenty foot wide right-of-way in the bed of Harshaw Road South Two degrees, Sixteen minutes, Fifty seconds West a distance of One hundred forty-two and eighty one-hundredths feet to a manhole, thence continuing along the center line of said right-of-way South Eighteen degrees, Fifty-seven minutes, Fifty seconds West a distance of Eight hundred thirty-two and ninety-one-hundredths feet to a manhole in the bed of Renolds Road.

THE THIRD THEREOF (Elson Road), beginning at a manhole in the bed of Powell Road, thence extending along the center line of a Twenty foot wide right-of-way in the bed of Elson Road South Eighteen degrees, Fifty-seven minutes, Fifty seconds West a distance of Eight Hundred four and ninety one-hundredths feet to a manhole; thence continuing along the center line of said right-of-way South Twenty degrees, Three minutes, Fifty seconds West a distance of Two hundred twenty-six feet to a manhole in the bed of Renolds Road.

THE FOURTH THEREOF (Adair Road), beginning at a manhole in the bed of Powell Road, thence extending along the center line of a Twenty foot wide right-of-way South One degree, Fifty-seven minutes, Fifty seconds West a distance of One hundred fifty feet to a manhole; thence continuing along the center line of said right-of-way South Eighteen degrees, Fifty-seven minutes, Fifty seconds West a distance of Eight hundred seventy-five feet to a manhole in the bed of Renolds Road.

THE FIFTH THEREOF (Renolds Road), beginning at the aforementioned junction manhole on the East side of Chester Creek, thence extending along the center line of a Twenty foot wide right-of-way South Eight degrees, Forty-five minutes, Fifty seconds West a distance of Two hundred ten feet to a manhole; thence continuing along the center line of said right-of-way South Thirty-four degrees, Fourteen minutes, Ten seconds East a distance of One hundred forty-five feet to a manhole at the intersection of the center line of Powell Road and Renolds Road; thence along the center line of said right-of-way in the bed of Renolds Road South Thirty-four degrees, Fourteen minutes, Ten seconds East a distance of Fifty and fifty-two one-hundredths feet to a manhole; thence continuing along the same South Fifty-seven degrees, Fourteen minutes, Ten seconds East a distance of One hundred ninety and fourteen one-hundredths feet to a manhole; thence continuing along the same North Eighty-seven degrees, Thirty minutes East a distance of Two hundred ten and thirteen one-hundredths feet to a manhole in the center line of Adair Road; thence continuing along the center line of said right-of-way in Renolds Road North Eighty-two degrees, Thirty-seven minutes, Fifty seconds East a distance of Two hundred ninety-five and sixty-seven one-hundredths feet to a manhole in the center line of Harshaw Road; thence continuing along the center line of said right-of-way in Renolds Road South seventy-three degrees, Fifty minutes, Ten seconds East a distance of Two hundred sixty-seven and forty-two one-hundredths feet to a manhole in the center line of Elson Road.

THE SIXTH THEREOF (Powell Road), beginning at the aforementioned junction manhole in Powell Road, thence extending along the center line of a Twenty foot wide right-of-way in Powell Road South Twenty-two degrees Forty-two minutes, Fifty seconds West a distance of One hundred thirty-five feet to a manhole; thence extending along the same South Eighteen degrees, Fifty-one minutes, Fifty seconds West a distance of Three hundred ninety-five feet to a manhole; thence continuing along the same South Forty-one degrees, Thirty-one minutes, Fifty seconds West a distance of Two hundred thirty feet to a manhole; thence continuing along the center line of said right-of-way in Powell Road South Fifty-five degrees, Forty-five minutes, Fifty seconds West a distance of One hundred eight feet to a manhole in the center line of Renolds Road.

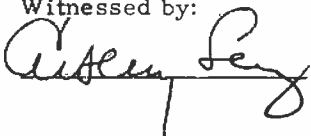
TO HAVE AND TO HOLD the said street sewer lines, street sewer laterals and manholes above described unto the said Authority, its Successors and Assigns, to and for the only proper use and behoof of the said Authority, its Successors and Assigns, forever for a sanitary sewerage system in accordance with the Pennsylvania Municipality Act of 1945, P. L. 382, as amended.

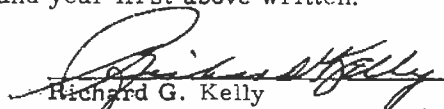

AND the said Kelly, for themselves, their Heirs and Assigns, do by these presents, covenant, promise and agree to and with the said Authority, its Successors and Assigns, that neither the said Kelly nor their Heirs and Assigns, shall nor will at any time hereafter ask, demand, recover or receive of or from the said Authority, its Successors or Assigns, any sum or sums of money as and for damages by reason of said conveyance.

TO HAVE AND TO HOLD the said street sewer lines, street sewer laterals and manholes above described unto the said Authority, its Successors and Assigns, to and for the only proper use and behoof of said Authority, its Successors and Assigns, and of the general public, as well as, the owners, tenants and occupiers of all lots abutting thereon, as and for sanitary sewerage system, at all times hereafter forever.

IN WITNESS WHEREOF, the said Kelly have hereunto set their hands and seals. Duly attested, the day and year first above written.

Witnessed by:




 (Seal)
Richard G. Kelly
 (Seal)
M. Madeleine Kelly

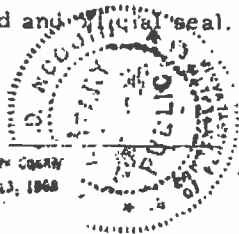
STATE OF PENNSYLVANIA:

SS:
COUNTY OF DELAWARE :

On the 5th day of November, 1964, before me, a Notary Public, in and for the Commonwealth of Pennsylvania and residing in the County of Delaware, the undersigned officer, personally appeared Richard G. Kelly and M. Madeleine Kelly, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained, and desired the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public, Chester, Delaware County
My Commission Expires May 13, 1968



I, William H. Snyder, Jr., Secretary of the Board of Supervisors of the Township of Chester, Delaware County, Pa., DO HEREBY CERTIFY that attached hereto is a true, correct, complete and conformed copy of an Ordinance dated July 2, 1959,

CONSENTING TO THE CONSTRUCTION OF SANITARY SEWERS IN A PORTION OF THE TOWNSHIP OF CHESTER; APPROVING THE PLAN SUBMITTED BY SOUTHWEST DELAWARE COUNTY MUNICIPAL AUTHORITY, FOR THE CONSTRUCTION BY THE AUTHORITY OF A SANITARY SEWER SYSTEM, INCLUDING A SEWAGE COLLECTION SYSTEM AND A SEWAGE TREATMENT PLANT IN AND FOR THE TOWNSHIP OF ASTON, DELAWARE COUNTY, PA., AND CERTAIN ADJACENT TERRITORY, INCLUDING THE NORTHERN PORTION OF THE TOWNSHIP OF CHESTER; PROPOSING TO CHARGE AND ASSESS A PART OF THE COST OF CONSTRUCTION OF SEWERS INCLUDED WITHIN THE SANITARY SEWER SYSTEM AGAINST THE PROPERTIES BENEFITED, IMPROVED OR ACCOMMODATED ACCORDING TO THE FOOT FRONT RULE, OR AS MAY OTHERWISE BE AUTHORIZED BY LAW

all as duly presented to, and enacted at, a public meeting of the Board of Township Supervisors held on the 2nd day of July, 1959, after notice thereof had been duly given as required by law, at which a quorum was present and in favor of which a majority of the members of the Board of Township Supervisors of the Township of Chester voted; that said Ordinance has been duly recorded upon the records of the Board showing how each member voted thereon; that the Ordinance has been duly advertised as required by law; and that the Ordinance is now in full force and effect, not having been altered, amended, supplemented or repealed.

IN WITNESS WHEREOF, I have hereunto set my signature as such official and affixed the seal of the Board of Township Supervisors this 2nd day of July, 1959.

William H. Snyder, Jr.
Secretary

[TOWNSHIP SEAL]

PROPOSED
ORDINANCE NO. 8-1959
OF THE
BOARD OF SUPERVISORS OF THE TOWNSHIP OF CHESTER
Delaware County, Pa.

CONSENTING TO THE CONSTRUCTION OF SANITARY SEWERS IN A PORTION OF THE TOWNSHIP OF CHESTER; APPROVING THE PLAN SUBMITTED BY SOUTHWEST DELAWARE COUNTY MUNICIPAL AUTHORITY, FOR THE CONSTRUCTION BY THE AUTHORITY OF A SANITARY SEWER SYSTEM, INCLUDING A SEWAGE COLLECTION SYSTEM AND A SEWAGE TREATMENT PLANT IN AND FOR THE TOWNSHIP OF ASTON, DELAWARE COUNTY, PA., AND CERTAIN ADJACENT TERRITORY, INCLUDING THE NORTHERN PORTION OF THE TOWNSHIP OF CHESTER; PROPOSING TO CHARGE AND ASSESS A PART OF THE COST OF CONSTRUCTION OF SEWERS INCLUDED WITHIN THE SANITARY SEWER SYSTEM AGAINST THE PROPERTIES BENEFITED, IMPROVED OR ACCOMMODATED ACCORDING TO THE FOOT FRONT RULE, OR AS MAY OTHERWISE BE AUTHORIZED BY LAW

WHEREAS, Southwest Delaware County Municipal Authority (the "Authority") has been authorized, and has undertaken to construct, a sanitary Sewer System, including a sewage collection system and a sewage treatment plant in and for the Township of Aston and for certain adjacent territory; and

WHEREAS, the residents of a portion of the Township of Chester, known as Bridgewater Farms, have petitioned the Authority to furnish sewer service to Bridgewater Farms; and

WHEREAS, the Authority has submitted to the Board of Supervisors of the Township of Chester a certified copy of its Resolution adopted , 1959, concerning, in part, the construction of the Sewer System, together with the report dated as of June 15 , 1959, prepared by Glace & Glace, Inc., Consulting Engineers, Harrisburg, Pa., relating to such construction and the estimated cost thereof, which report includes the cost of construction of sewers in the said Bridgewater Farms section of said Township; and

WHEREAS, in connection with such construction, and as set forth in said Resolution, Authority plans to assess a part of the cost of such sewers against properties benefited, improved or accommodated thereby, according to the foot front rule, or as may otherwise be

authorized by law; and

WHEREAS, such plan and estimated cost are submitted by the Authority for approval of the Board of Supervisors of the Township of Chester pursuant to the provisions of Paragraph (s), Subdivision B of Section 4 of the Municipality Authorities Act of May 2, 1945, P.L. 382, as amended;

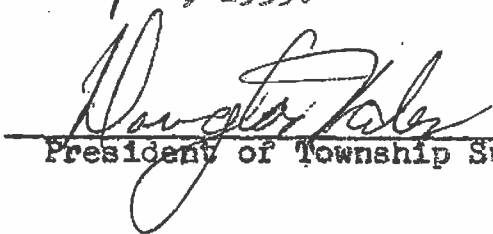
BE IT ENACTED AND ORDAINED by the Board of Supervisors of the Township of Chester, Delaware County, Pa., and it is hereby enacted and ordained by authority of the same as follows:

Section 1. The Board of Supervisors of the Township of Chester hereby consents to the construction, by the Authority, of sanitary sewers in the Bridgewater Farms section of the Township of Chester.

Section 2. The Board of Supervisors of the Township of Chester hereby approves the report and plan dated as of Jan 15, 1959, of Glace & Glace, Inc., Consulting Engineers, Harrisburg, Pa., and Consulting Engineers for the Authority in connection with the Sewer System as submitted to this meeting for the construction by Authority of the sanitary Sewer System, including a sewage collection system and a sewage treatment plant in and for the Township of Aston and for certain adjacent territory; and particularly as it relates to the construction of sanitary sewers in the Bridgewater Farms section of the Township of Chester.


Section 3. The total estimated cost of the entire Sewer System, in the total amount of \$3,750,000, as well as the itemized breakdown of such costs, all as shown in said report and plan and the proposal of Southwest Delaware County Municipal Authority to assess \$1,075,660.92 of the total cost of the sewers against the properties, including those in the Bridgewater Farms section of the Township of Chester, benefited, improved or accommodated thereby, according to the foot front rule (or as may otherwise be authorized by law) are hereby approved for the purposes and with the effect set forth.

DULY ENACTED by the Board of Supervisors of the Township of Chester this 2ND day of JULY, 1959.


President of Township Supervisors

Attest:

[TOWNSHIP SEAL]


Secretary

FRANCIS J. CATANIA, Solicitor
112 E. 5th St.
Chester, Pa.

Address All Communications to the Secretary
1312 Townsend St., Chester, Pa.
Phone: TRemont 6-6943

84. **TOWNSHIP OFFICIALS**

JOHN KORNIKIEWICZ
Building Inspector

JOHN THOMPkins
Tax Collector

EMIL J. PERPINKA
Justice of the Peace
1031 Townsend St.
Chester, Pa.

RAYMOND MAYO
Justice of the Peace
1906 Weightman St.
Chester, Pa.

BOARD OF SUPERVISORS

DOUGLAS HALES, President
2022 Harris St.
Chester, Pa.

WILLIAM H. SNYDER JR., Sec'y & Treas.
1312 Townsend St.
Chester, Pa.

SAMUEL WOMACK, Roadmaster
1502 Concord Avenue
Chester, Pa.

WILLARD NEEDLES
Plumbing Inspector

CHESTER F. BAKER, Engineer
Fidelity-Chester Building
Chester, Pa.

Township of Chester

COUNTY OF DELAWARE PENNSYLVANIA

REGULAR MEETINGS

First Thursday of Each Month
Fairground Home Annex, Feltonville, Chester, Pa.

ZONING BOARD OF ADJUSTMENT

MARGARET BLANK

ERMA GILLERLAIN

PETER ROCCIO

July 9, 1959

Mr. Chester F. Baker, Engineer
Township of Chester
502 Fidelity-Chester Building
Chester, Pennsylvania

Dear Mr. Baker:

Enclosed herewith is a certified copy of the Ordinance adopted by the Chester Township Supervisors on July 2, 1959 consenting to the construction of sanitary sewers in a portion of Chester Township etc.

Very truly yours



Francis J. Catania

FJC:bam

Enclosure

3.02(b)

I, *WILLIAM H. SNYDER JR.*, Secretary of the Board of Supervisors of the Township of Chester, Delaware County, Pennsylvania, DO HEREBY CERTIFY that attached hereto is a true, correct, complete and conformed copy of an Ordinance dated ~~July~~ ^{AUGUST 6}, 1959,

REQUIRING THAT ALL OCCUPIED BUILDINGS IN THE TOWNSHIP OF CHESTER, DELAWARE COUNTY, PENNSYLVANIA, BE CONNECTED WITH THE PUBLIC SANITARY SEWER SYSTEM; MAKING IT UNLAWFUL TO CONSTRUCT OR MAINTAIN PRIVIES, CESSPOOLS, SEPTIC TANKS OR OTHER DEVICES FOR RECEIVING SEWAGE OR CONDUITS FOR THE DISCHARGE OF SEWAGE, EXCEPT INTO THE SANITARY SEWERS; PROVIDING FOR RULES AND REGULATIONS; REQUIRING PLUMBING PERMITS; PRESCRIBING PENALTIES; AND GRANTING EASEMENTS, RIGHTS OF WAY AND OTHER RIGHTS ON, OVER AND UNDER THE PUBLIC STREETS AND ALLEYS OF THE TOWNSHIP

all as duly presented to, and enacted at, a public meeting of the Board of Township Supervisors held on the *6th* day of *AUGUST*, 1959, after notice thereof had been duly given as required by law, at which a quorum was present and in favor of which a majority of the members of the Board of Township Supervisors voted; that said Ordinance has been duly recorded upon the records of said Board showing how each member voted thereon; that said Ordinance has been duly advertised as required by law; and that said Ordinance is now in full force and effect, not having been altered, amended, supplemented or repealed.

IN WITNESS WHEREOF, I have hereunto set my hand as such official and affixed the seal of the Board of Township Supervisors this *6th* day of ^{*AUGUST*} ~~*JULY*~~, 1959.

William H. Snyder Jr.
Secretary

[TOWNSHIP SEAL]

PROPOSED
ORDINANCE NO. 2-1959
OF THE

BOARD OF SUPERVISORS OF THE TOWNSHIP OF CHESTER
Delaware County, Pennsylvania

REQUIRING THAT ALL OCCUPIED BUILDINGS IN THE TOWNSHIP OF CHESTER, DELAWARE COUNTY, PENNSYLVANIA, BE CONNECTED WITH THE PUBLIC SANITARY SEWER SYSTEM; MAKING IT UNLAWFUL TO CONSTRUCT OR MAINTAIN PRIVIES, CESSPOOLS, SEPTIC TANKS OR OTHER DEVICES FOR RECEIVING SEWAGE OR CONDUITS FOR THE DISCHARGE OF SEWAGE, EXCEPT INTO THE SANITARY SEWERS; PROVIDING FOR RULES AND REGULATIONS; REQUIRING PLUMBING PERMITS; PRESCRIBING PENALTIES; AND GRANTING EASEMENTS, RIGHTS OF WAY AND OTHER RIGHTS ON, OVER AND UNDER THE PUBLIC STREETS AND ALLEYS OF THE TOWNSHIP

WHEREAS, the Board of Commissioners of the Township of Aston, Delaware County, Pennsylvania, in order to promote and benefit the people of the Commonwealth of Pennsylvania and of the Township, by Ordinance duly enacted pursuant to the Municipality Authorities Act of 1945, P.L. 382, as amended, caused to be organized Southwest Delaware County Municipal Authority (the "Authority") and has designated a sewer project to be undertaken by the Authority for the Township of Aston and for such other territory as it may be authorized to serve; and

WHEREAS, in carrying out the project so designated, the Authority proposes to construct a public sanitary sewer system, including a sewage collection system and sewage treatment plant, together with appurtenant facilities, for the Township of Aston and certain adjacent territory, and the Authority will operate and maintain such sanitary sewer system and appurtenant facilities; and

WHEREAS, the residents of a portion of the Township of Chester, known as Bridgewater Farms, adjacent to the Township of Aston, have partitioned the Authority to furnish sewer service to Bridgewater Farms, and Authority has included such portion in its proposal to construct a public sanitary sewer system; and

WHEREAS, the Board of Supervisors of the Township of Chester, in order to promote the health, safety and welfare of the people of the Township of Chester and of the Commonwealth of Pennsylvania, and

the purity of its water, believing that the use thereof is unsafe and unsanitary, deems it advisable to prohibit certain use of privies, cesspools, septic tanks or similar receptacles for receiving sewage within a portion of the Township of Chester, in that such use encourages the spread of disease and impairs public health, and to require connections to be made to such sewer system, by the owners of occupied buildings on property adjoining, abutting on or adjacent to the sewer system, in accordance with this Ordinance and with the Rules and Regulations which may, from time to time, be adopted by the Authority or the Township of Chester, when construction thereof had been completed by the Authority;

BE IT ENACTED AND ORDAINED by the Board of Supervisors of the Township of Chester, Delaware County, Pa., and it is hereby enacted and ordained by authority of the same as follows:

Section 1. Definitions:

- a] "Authority" means Southwest Delaware County Municipal Authority as originally organized and as presently or hereafter constituted, which has been created by the Board of Commissioners of the Township of Aston and to which has been referred by said Board of Commissioners the specific project of sewers.
- b] "occupied building" means each single dwelling unit, household unit, flat or apartment unit, store, shop, office, business or industrial unit or family unit contained within any structure erected and intended for continuous or periodic habitation, occupancy or use by human beings or animals and from which structure sanitary sewage is, or may be, discharged.
- c] "person" means an individual, firm, company, association, society, corporation or group.
- d] "property accessible to the Sewer System" means improved

Section 2. Whenever the Sewer System is completed and ready for public use, it shall be the duty of the Township to cause notice of the fact to be given by advertisement, published once in one newspaper of general circulation in the Township, and such advertisement shall state that the Sewer System may be used by all persons owning occupied buildings on property accessible to the Sewer System, subject to the payment of any connection charges and of annual sewer rentals, in amounts as may from time to time be fixed by the Authority.

Section 3.

- a] All persons owning any occupied building now erected upon property accessible to the Sewer System shall, at their own expense, connect such building with the Sewer System within sixty (60) days after the date of publication specified in Section 2.
- b] All persons owning any property accessible to the Sewer System upon which an occupied building is hereafter erected shall, at the time of the erection of such building and at their own expense, connect the same with the Sewer System.
- c] All persons owning any occupied building upon property which hereafter becomes accessible to the Sewer System shall, at their own expense, connect such building with the Sewer System within sixty (60) days after notice to do so from the Township.

Where more than one occupied building, as hereinbefore defined, is contained in a separate structure, a single common connection to the lateral of the Sewer System may be permitted for accommodating all units contained in such structure, except that separate connections shall be required for each semi-detached or row-type house or structure.

Section 4. It shall be unlawful for any person owning any property accessible to the Sewer System to erect, construct or use or maintain or cause to be erected, constructed, used or maintained, any privy, cesspool, sinkhole, septic tank or other receptacle on such premises for receiving sanitary sewage after the expiration of the particular period specified in Section 3 hereof, or otherwise at any time to erect, construct, use or maintain any pipe, conduit, drain or other facility for the discharge of sanitary sewage into the gutters of the Township, the storm sewers of the Township or upon public or private property or otherwise, except into the Sewer System.

Section 5. Any person who erects, constructs, uses or maintains a privy, cesspool, sinkhole or septic tank on any property accessible to the Sewer System, or otherwise erects, constructs, uses or maintains any pipe, conduit, drain or other facility for the discharge of sanitary sewage in violation of this Ordinance, shall be deemed and shall be declared to be erecting, constructing and maintaining a nuisance, which nuisance the Township is hereby authorized and directed to abate in the manner provided by law.

Section 6. No connection shall be made to the Sewer System, except in compliance with the ordinances and resolutions, as well as such Rules and Regulations as may, from time to time, be enacted, adopted, approved or promulgated by the Township or the Authority.

printed notice requiring such connection to be made, and such notice shall further state that its requirements shall be complied with within thirty (30) days from the date thereof.

Section 8. Persons, firms and corporations desiring to do plumbing intended to be connected to the Sewer System shall obtain from the Secretary of Township, in the form to be provided a permit entitling the applicant to engage in regular or particular work during the calendar year in which the permit is granted, for which permit a fee of Five (\$5.00) Dollars shall be charged. The permit thus granted is revocable at will of the Township and the permit is renewable, upon payment of a fee of \$5.00 for each renewal, from year to year, by endorsement or by exchange for a new permit at the discretion of the Secretary of the Township. No plumbing or connections shall be made without this permit.

Section 9. Any person, firm or corporation which, for a period of at least one year previous to the passage of this Ordinance has been regularly engaged in the plumbing business in the Township, shall be deemed competent to initially obtain a permit; and all other persons, firms or corporations desiring to do plumbing business in the Township, or to do a particular piece of work to be connected with the Sewer System, shall exhibit such evidence of competency as the Township from time to time may require.

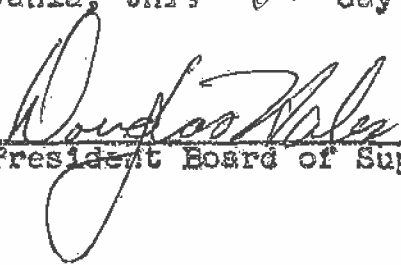
Section 10. Any plumber or other person who shall neglect or refuse to take out a permit or comply with the provisions of this Ordinance shall not be deemed competent to perform any work intended to be connected with the sewers, and no work performed by such plumbers or other persons shall be connected with any sewers.

Section 11. The provisions of this Ordinance are declared to be for the health, safety and welfare of the citizens of the Township and persons violating any provisions of this Ordinance, upon conviction before any Justice of the Peace of Delaware County, shall be fined Twenty-five (\$25.00) Dollars and costs. Each 90-day period during which such violation of such provision shall continue shall be deemed to be a separate offense. Each occupied building, as hereinbefore defined, whether or not the owners thereof shall be permitted to connect two or more occupied buildings or units by a single common connection to a lateral of the Sewer System or shall be required to make separate connections for each occupied building or unit, shall constitute a separate and distinct unit under the provisions of this Ordinance and the persons owning occupied buildings, consisting of multiple units contained in the same structure, who violate any of the provisions of this Ordinance, shall be subject to the aforesaid fine for each and every one of such occupied buildings or units which are in violation of the provisions of this Ordinance.

inconsistent herewith, be and the same are hereby repealed absolutely.

Section 15. This Ordinance is hereby declared to be urgent for the preservation of the peace, health and comfort of the people of the Township and shall take effect and be in force immediately after its passage.


DULY ENACTED by the Board of Supervisors of the Township of Chester, Delaware County, Pennsylvania, this 6th day of ~~July~~^{August}, 1959.



President Board of Supervisors

[S E A L]

Attest:



Secretary