



June 28, 2022

**VIA E-FILING**

**Jonathan P. Nase**

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Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2nd Floor North  
Harrisburg, PA 17120

**Re: StoneyBank Development LLC v. The Walnut Hill Utility Company; Docket No. C-2020-3022179**

**Petition of StoneyBank Development LLC to Rescind or Amend the Final Order Entered in this Matter on May 25, 2021**

Dear Secretary Chiavetta:

Enclosed for filing with the Pennsylvania Public Utility Commission ("Commission") is the Petition of StoneyBank Development LLC to Rescind or Amend the Final Order Entered in this Matter on May 25, 2021. Copies are being served as shown on the attached certificate of service.

Please contact me if you have any questions regarding this filing. Thank you.

Sincerely,

COZEN O'CONNOR

By: Jonathan P. Nase  
Counsel for *StoneyBank Development LLC*

JPN:kmg  
Enclosure

cc: ra-OSA@pa.gov  
Deputy Chief Administrative Law Judge Joel H. Cheskis  
Per Certificate of Service  
Stephen G. Mantakounis

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

StoneyBank Development LLC

v.

The Walnut Hill Utility Company

:  
:  
:  
:  
:

Docket No. C-2020-3022179

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a true copy of the foregoing **Petition of StoneyBank Development LLC to Rescind or Amend the Final Order Entered in this Matter on May 25, 2021** upon the following, listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

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DATED: June 28, 2022



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Jonathan P. Nase, Esquire  
Counsel for *StoneyBank Development LLC*

**VERIFICATION**

I, STEPHEN G. MANTALOUIS hereby state that the facts set forth above are true and correct to the best of my knowledge, information and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Date: June 28, 2022

SGM

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

StoneyBank Development LLC	:	
	:	
v.	:	Docket No. C-2020-3022179
	:	
The Walnut Hill Utility Company	:	

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**NOTICE TO PLEAD**

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Pursuant to 52 Pa. Code § 5.72(e), you are hereby notified that, if you wish to contest the enclosed Petition to Rescind or Amend, an answer to the enclosed petition must be filed within ten (10) days from service of the enclosed petition. Any such answer or other responsive pleading must be filed with the Secretary of the Pennsylvania Public Utility Commission with a copy served on counsel for StoneyBank Development LLC and, where applicable, the Administrative Law Judge presiding over the case.

File with:

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
P.O. Box 3265  
Harrisburg, PA 17105-3265

With a copy to:

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Cozen O'Connor  
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Dated: June 28, 2022

Counsel for *StoneyBank Development LLC*

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

StoneyBank Development LLC	:	
	:	
v.	:	Docket No. C-2020-3022179
	:	
The Walnut Hill Utility Company	:	

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**PETITION OF STONEYBANK DEVELOPMENT LLC  
TO RESCIND OR AMEND THE FINAL ORDER ENTERED  
IN THIS MATTER ON MAY 25, 2021**

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AND NOW COMES StoneyBank Development LLC (“StoneyBank”), pursuant to 66 Pa. C.S. § 703(g) (“Rescission and amendment of orders”) and 52 Pa. Code § 5.572(a) (“Petitions for Relief”), to request that the Pennsylvania Public Utility Commission (“Commission”) rescind or amend the Final Order (the “Final Order”) entered in this matter on May 25, 2021. The Final Order adopted the Initial Decision (the “Initial Decision” or “I.D.”) of Deputy Chief Administrative Law Judge Joel H. Cheskis (the “ALJ”), issued on April 21, 2021. The Initial Decision granted the Petition of StoneyBank for Leave to Withdraw Complaint (the “Petition to Withdraw”).

The Petition to Withdraw was based on a settlement in principle (“Settlement”) between StoneyBank and The Walnut Hill Utility Company (“Walnut Hill”<sup>1</sup>). StoneyBank has recently discovered, however, that the Settlement was based on a mutual mistake of fact. As a result of this mistake, the Settlement will not result in wastewater service to StoneyBank’s development (as

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<sup>1</sup> StoneyBank and Walnut Hill are referred to herein as the “Parties.”

defined herein) and does not resolve the Parties' controversy, as contemplated by the Settlement. StoneyBank respectfully requests that the Commission place the Parties into their former position by rescinding or amending its Final Order, denying the Petition to Withdraw and remanding this proceeding to the ALJ for further proceedings.

In support whereof, StoneyBank avers as follows:

## **I. PROCEDURAL HISTORY**

1. On September 24, 2020, StoneyBank filed the instant Complaint alleging that Walnut Hill was offering or furnishing wastewater collection, treatment, and disposal service to the public for compensation without obtaining a certificate of public convenience ("Certificate") from the Commission.

2. In pertinent part, the Complaint alleged that StoneyBank was in the process of developing a thirty-three unit townhouse development (the "Development" or the "Reserves at StoneyBank") that requires wastewater treatment and disposal service. The Complaint also alleged that, in July 2017, StoneyBank entered into a Sanitary Sewage Agreement ("Agreement") with Walnut Hill by which Walnut Hill agreed to provide sanitary sewage treatment and disposal service for the townhouses in the Development and for the adjacent property owned by Mark and Nancy Beard (the "Beards"). Finally, the Complaint alleged that Walnut Hill sought to terminate the Agreement due to limitations imposed on Walnut Hill by the Pennsylvania Public Utility Code ("Code"). StoneyBank was unwilling to terminate the Agreement due to its need for wastewater service to the Development.

3. On October 19, 2020, Walnut Hill filed an Answer to the Complaint (“Answer”), averring, among other things, that it is not a public utility as defined in the Code, 66 Pa. C.S. § 102 (“Definitions”) because it is a *bona fide* cooperative association.

4. Also on October 19, 2020, Walnut Hill filed Preliminary Objections, contending that StoneyBank lacks standing to maintain the Complaint and that the Complaint is not legally sufficient. On October 29, 2020, StoneyBank filed an Answer to the Preliminary Objections.

5. On November 6, 2020, Walnut Hill filed an errata to its Answer because its original Answer attached an incomplete copy of Walnut Hill’s bylaws. Walnut Hill attached a complete copy of its bylaws as the errata. Based on this errata, on November 16, 2020, StoneyBank filed an Amended Answer to the Preliminary Objections.

6. The ALJ issued an Order Denying Preliminary Objections on November 24, 2020.

7. A hearing was scheduled for January 19, 2021 and the ALJ issued a Prehearing Order on November 25, 2020.

8. The hearing was cancelled to permit the Parties additional time to negotiate the Settlement.

9. The Parties filed a Joint Status Report on February 5, 2021. The Joint Status Report advised the ALJ that StoneyBank and Walnut Hill had reached the Settlement and explained several of the key provisions in the Settlement. The Joint Status Report requested that this matter continue to be held in abeyance.

10. In response to the Joint Status Report, the ALJ issued his Order Granting Request for Abeyance on February 12, 2021.

11. On April 1, 2021, StoneyBank filed its Petition to Withdraw. The Petition to Withdraw, at ¶ 11, stated that StoneyBank and Walnut Hill had reached the Settlement, which stated, in pertinent part:

2. Vote of the Users of Walnut Hill

a. By February 5, 2021, Walnut Hill shall schedule a virtual meeting of Users to vote on whether to admit the residents of the Reserves at StoneyBank and the Beards as Users of Walnut Hill (see Paragraph 2.d.), and shall advise counsel for StoneyBank of the date and time of the meeting.

b. The meeting shall be held on or before March 31, 2021.

c. The President of StoneyBank Development LLC may attend the meeting in an observational capacity only.

d. If a quorum is present at the meeting, the Users shall vote on whether to admit the residents of the Reserves at StoneyBank, and the Beards, as Users of Walnut Hill, subject to the rates, terms and conditions set forth in the Sanitary Sewage Agreement (and, by incorporation therein, the Declaration of Covenants, Easements, Conditions and Restrictions of Walnut Hill Utility Company, as amended). Residents of the Reserves at StoneyBank and the Beards shall pay the same rates as owners of Units in Darlington Woods.

(1) The residents of the Reserves at StoneyBank, shall become Users of Walnut Hill upon settlement on the townhomes in the Reserves at StoneyBank.

(2) The Beards shall become Users of Walnut Hill upon the commencement of flows from the Beards to Walnut Hill.

(3) Residents of the Reserves at StoneyBank and the Beards would not be required to be members of the Darlington Woods Homeowners Association, or any other homeowners association.

e. A 2/3 vote of the Users attending the meeting live or via proxy shall be necessary for the motion to pass.

f. If the motion passes:

(1) StoneyBank shall, within 30 days, file a Petition for Leave to Withdraw its Complaint, pursuant to 52 Pa. Code § 5.94. Walnut Hill shall not oppose the Petition.

(2) StoneyBank will not file a Complaint or other filing in the Pennsylvania Public Utility Commission (“Commission”) challenging Walnut Hill’s status as a *bona fide* cooperative association for a period of three years from the date of the vote passing the motion; provided that the originally approved motion is not materially modified by a subsequent vote or other action during that time period. StoneyBank reserves its right to file a Complaint or other filing in the Commission on any other grounds, including an action to enforce this settlement agreement.

12. The Petition to Withdraw also stated that a virtual meeting of Users was held on March 24, 2021, which was attended by a quorum of Users. “By a vote of 101 to 23, the Users adopted a motion to admit the residents of the Reserves at StoneyBank and the Beards as Users of Walnut Hill, subject to the terms and conditions set forth in the Settlement.” Petition to Withdraw ¶ 12.

13. The Petition to Withdraw represented that the Users’ adoption of the above-described motion would resolve StoneyBank’s Complaint because it would (a) allow the residents of the Development and the Beards to become members of Walnut Hill’s cooperative association, and (b) allow Walnut Hill to provide wastewater collection and treatment service to the residents of the Development and the Beards. Petition to Withdraw p. 1 and ¶ 15(a).

14. The ALJ noted that there was no objection to the Petition to Withdraw. He concluded that the Petition to Withdraw was in the public interest and he therefore granted it. I.D. pp. 4, 7.

15. No Exceptions were filed. The Initial Decision became final by operation of law, 66 Pa. C.S. § 332(h), and the Final Order was entered on May 25, 2021.

## **II. LEGAL STANDARDS**

16. 66 Pa. C.S. § 703(g) states:

(g) Rescission and amendment of orders.--The commission may, at any time, after notice and after opportunity to be heard as provided in this chapter, rescind or amend any order made by it.

17. In addition, 52 Pa. Code § 5.572(d) provides that a petition for rescission or amendment may be filed at any time.

18. In *Application of Susquehanna Valley Limousine, Inc.*, Docket Nos. A-2013-2395502 and A-00110765 (Order entered November 13, 2014) p. 4, the Commission stated:

A petition to amend a final Commission Order may only be granted judiciously and under appropriate circumstances because such an action results in the disturbance of final orders. *City of Pittsburgh v. Pa. Dep't of Transp.*, 490 Pa. 264, 416 A.2d 461 (1980). Additionally, we recognize that, while a petition under Section 703(g) may raise any matter designed to convince us that we should exercise our discretion to amend or rescind a prior order, at the same time “[p]arties . . . , cannot be permitted by a second motion to review and reconsider, to raise the same questions which were specifically considered and decided against them.” *Duick v. Pennsylvania Gas and Water Company*, 56 Pa. P.U.C. 553 (Order entered December 17, 1982 (quoting *Pennsylvania Railroad Co. v. Pennsylvania Public Service Commission*, 179 A. 850, 854 (Pa. Super. Ct. 1935))). Such petitions are likely to succeed only when they raise “new and novel arguments” not previously heard or considerations which appear to have been overlooked or not addressed by the Commission. *Duick* at 559.

19. In *Feleccia v. PPL Electric Utilities Corp. et al.*, Docket No. C-20016210 (Order entered March 7, 2003) at , the Commission stated ““To establish a proper basis for rescission, a petitioner must first establish the existence of newly discovered evidence, a substantial change in circumstances, or an error of fact or law.”

20. A decision to grant or deny a petition for rescission or amendment is a matter squarely within the Commission's discretion, subject to being overturned only where a reviewing court finds "the agency's decision demonstrates evidence of bad faith, fraud, capricious action or abuse of power." *West Penn Power Co. v. Pa. Pub. Util. Comm'n*, 659 A.2d 1055, 1065 (Pa. Cmwlth. 1995).

**III. THE COMMISSION SHOULD RESCIND OR AMEND THE FINAL ORDER, DENY THE PETITION TO WITHDRAW AND REMAND THIS MATTER FOR FURTHER PROCEEDINGS.**

**A. BACKGROUND – THE PETITION TO WITHDRAW WAS BASED ON THE SETTLEMENT, WHICH, IN TURN, WAS BASED ON A MUTUAL MISTAKE OF FACT.**

21. StoneyBank requested permission to withdraw its Complaint against Walnut Hill, consistent with the Settlement. Petition to Withdraw ¶ 11. In pertinent part, the Settlement provided that Walnut Hill would hold a meeting of Users at which a vote would be taken on whether to admit the residents of the Development and the Beards as Users of Walnut Hill, “subject to the rates, terms and conditions set forth in the Sanitary Sewage Agreement.” Settlement ¶ 2d, quoted in Petition to Withdraw ¶ 11. The Parties therefore intended that the Agreement would remain in effect.

22. The meeting of Users was held on March 24, 2021, a quorum of Users was present, and a majority voted in favor of the above-described motion.

23. A mutual mistake of fact occurs when the parties to a contract have an erroneous belief as to a basic assumption of the contract at the time of formation, which will have a material effect on the agreed exchange, so that the written instrument fails to set forth the true agreement of the parties. *Murray v. Willistown Tp.*, 169 A.3d 84, 90 (Pa. Super. 2017) (“*Murray*”), quoting *Voracek v. Crown Castle USA Inc.*, 907 A.2d 1105, 1107-1108 (Pa. Super. 2006) appeal denied, 919 A.2d 958 (Pa. 2007).

24. Here, the Parties’ mutual mistake of fact relates to the Agreement, which was signed in 2017 – well before the Parties reached the Settlement. **Exhibit 1.**

25. The Agreement provides that StoneyBank will construct certain wastewater facilities (the “StoneyBank Sewer Improvements”), which, upon completion, will be turned over to Walnut Hill and become part of the Walnut Hill Sewer System. Agreement ¶¶ 3, 10.

26. In addition, the Agreement provides that StoneyBank will construct certain wastewater facilities (the “Reserves Sewer System”), which will not be turned over to Walnut Hill; instead, they will be owned and operated by StoneyBank (or its successors or assigns). Agreement ¶¶ 3, 18.

27. Finally, the Agreement provides that StoneyBank will be responsible for preparing, and submitting to the Pennsylvania Department of Environmental Protection (“DEP”), the planning modules necessary to obtain permits to construct the StoneyBank Sewer Improvements and the Reserves Sewer System. Agreement ¶ 2.

28. A basic assumption of the Agreement – and the Settlement – is that DEP would approve StoneyBank’s ownership and operation of the Reserves Sewer System.

29. Following the Commission’s approval of the Petition to Withdraw, StoneyBank worked with DEP to receive approval of the planning modules for the new wastewater facilities, described above. DEP has advised StoneyBank that DEP will not approve StoneyBank’s ownership and operation of the Reserves Sewer System; DEP promotes the regionalization and consolidation of water and wastewater systems and will not approve StoneyBank’s ownership and operation of a small wastewater collection system that transports wastewater to the Walnut Hill system for treatment and disposal. Consequently, DEP will not approve the planning modules that StoneyBank has submitted.

30. Without DEP approval of the planning modules, StoneyBank cannot obtain the permits necessary to construct the StoneyBank Sewer Improvements or the Reserves Sewer

System. Until these facilities are constructed, the owners of townhomes in the Development and the Beards cannot be connected to the Walnut Hill wastewater system and cannot receive wastewater service, as contemplated by the Settlement. Furthermore, until the townhomes and the Beards are connected to the Walnut Hill system, the owners of the townhomes and the Beards cannot become Users of the Walnut Hill system, as contemplated by the Settlement.

**B. STONEYBANK HAS SATISFIED THE LEGAL STANDARDS FOR RESCINDING OR AMENDING A FINAL ORDER.**

31. *Duick* creates a two-part analysis. First, the party requesting relief must offer a satisfactory reason for the Commission to reconsider its prior order. The party must offer new and novel arguments, or identify considerations that were overlooked or not addressed by the Commission, in its previous order. Second, the Commission evaluates the party's new or novel argument, or overlooked consideration, to determine whether the Commission will modify its previous decision; the Commission will not necessarily modify its prior decision just because a party offers a new and novel argument or identifies a consideration that was overlooked or not addressed by the Commission in its previous order. Based on its evaluation of the record and the parties' positions in each particular case, the Commission will determine if there is a sufficient basis to exercise its discretion to modify the prior order, in whole or in part. *Pa. Pub. Util. Comm'n v. PECO Energy Co. – Gas Div.*, Docket Nos. R-2020-3018929 *et al.* (Order entered August 26, 2021) p. 13.

32. *Susquehanna Valley Limousine* establishes a similar two-step analysis for rescinding or amending a Commission order. The petitioner must offer a satisfactory reason for the Commission to rescind or amend its prior order, and, if it does, the Commission must decide whether it will rescind or amend its previous order.

33. StoneyBank has clearly satisfied the first step of the *Susquehanna Valley Limousine/Duick* analysis. StoneyBank has raised new facts, which only came to light after the Commission approved the Petition to Withdraw (*i.e.*, DEP's refusal to approve the planning modules because it will not allow StoneyBank to own/operate the Reserves Sewer System). This satisfies the test stated in *Feleccia, supra*.

34. These new facts indicate that the Parties made a mutual mistake of fact when they entered into the Settlement. This mutual mistake of fact will have a material effect on the agreed exchange. Specifically, because of the mutual mistake of fact, the Settlement will not resolve the Parties' conflict because it will not result in wastewater service to the Development and the Beards, and it will not allow owners of the townhomes at the Development or the Beards to become Users of Walnut Hill.

**C. BASED ON THE FACTS NOW KNOWN TO THE PARTIES, THE COMMISSION SHOULD DENY THE PETITION TO WITHDRAW AND REMAND THIS PROCEEDING TO THE ALJ.**

35. With respect to the second step of the analysis (whether the Commission will rescind or amend its previous order), the question presented is whether the Commission should grant StoneyBank's Petition to Withdraw. StoneyBank submits that the Commission should deny that petition, based on the facts now known to the Parties.

36. The Final Order adopted the Initial Decision, which granted the Petition to Withdraw. The Initial Decision found that granting the Petition to Withdraw was in the public interest because it: resolves the controversy between the Parties, promotes economic development, and conserves the resources of the Commission and the Parties. I.D. p. 7.

37. Based on the facts now known to the Parties, it is apparent that the Petition to Withdraw does not resolve the controversy between the Parties, nor does it promote economic

development. As long as StoneyBank owns/operates the Reserves Sewer System, as provided in the Agreement, it cannot obtain DEP approval of the planning modules required for construction of the StoneyBank Sewer Improvements and the Reserves Sewer System.

38. By rescinding or amending the Final Order, denying the Petition to Amend, and remanding this matter to the ALJ for further proceedings, the Commission would restore the Parties to their former position before they entered into the Settlement. This is the remedy that is commonly granted where parties enter into a contract based on a mutual mistake of fact. *Murray, supra*. Restoring the Parties to their former position will allow them to negotiate a new Settlement, based on the facts as now known, or to fully litigate the Complaint, if a new agreement cannot be reached.

#### **IV. CONCLUSION AND REQUEST FOR RELIEF.**

WHEREFORE, for all of the reasons stated above, StoneyBank Development, LLC respectfully requests that the Pennsylvania Public Utility Commission:

- (1) Grant this Petition to Rescind or Amend the Final Order entered in this proceeding on May 25, 2021; and
- (2) Rescind or amend the Final Order entered in this proceeding on May 25, 2021 to deny the Petition to Withdraw Complaint that StoneyBank Development LLC filed on April 1, 2021, and remand this proceeding to the Administrative Law Judge for further proceedings.

[Signature appears on next page.]

Respectfully submitted,



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Dated: June 28, 2022

Counsel for *StoneyBank Development LLC*

# **EXHIBIT 1**

## **Sanitary Sewage Agreement (June 2017)**

Folio Nos: 06-00-00082-00 & 44-00-00324-01

## **SANITARY SEWAGE AGREEMENT**

This Sanitary Sewage Agreement ("Agreement") is made as of the \_\_\_ day of \_\_\_\_\_, 2017, by and among THE WALNUT HILL UTILITY COMPANY, a Pennsylvania Nonprofit Corporation ("Walnut Hill") having an address of 400 Ashley Court, Glen Mills, PA 19342-2046, STONEYBANK DEVELOPMENT LLC, a Pennsylvania Limited Liability Company, or its nominee or assignee ("StoneyBank") having an address of 6 Dickinson Drive, Chadds Ford, PA 19317, and MARK and NANCY BEARD ("Beard") the owners of 29 Stoney Bank Road, Glen Mills, PA.

### **Background**

- A. Walnut Hill is the owner of a Sanitary Sewer System (the "Walnut Hill Sanitary Sewer System"), which includes a Sanitary Sewage Treatment Plant (the "Plant"), which Plant is professionally operated by a third party (the "Operator").
- B. Walnut Hill currently provides sanitary sewer collection and treatment for the properties known as Darlington Woods, Highland Reserve, and Darlington Square Shopping Center.
- C. Walnut Hill has not generally offered the use of its sewage treatment facilities to the general public, and the Plant has not been operated as, nor is it intended to be operated as, a public utility.
- D. StoneyBank owns approximately 9.55 acres of land located along Stoney Bank Road in Chester Heights Borough, Delaware County, Pennsylvania identified as New Lot 2 on a Reverse Subdivision/Subdivision Plan of Mark and Nancy Beard prepared by Catania Engineering Associates dated July 1, 2015, last revised April 12, 2016 (the "StoneyBank Property"). Beard owns approximately 4.51 acres of land with improvements located at 29 Stoney Bank Road, Glen Mills, PA in Thornbury Township and Chester Heights Borough, Delaware County, Pennsylvania identified as New Lot 1 on said Reverse Subdivision/Subdivision Plan (the "Beard Property"). A copy of said Reverse Subdivision/Subdivision Plan is attached hereto as Exhibit "A."
- E. StoneyBank is developing the StoneyBank Property with a thirty-three (33) unit townhouse development together with related improvements, as shown on the Final Subdivision Plan for The Reserves at StoneyBank prepared by Catania Engineering Associates dated April 7, 2014, last revised June 15, 2017, as said plan may be further revised with approval of Chester Heights Borough, and said development is to be known as "The Reserves at StoneyBank." A copy of said Final Subdivision Plan is attached hereto as Exhibit "B."

F. StoneyBank estimates that it will require sanitary sewer service for 8,663 gallons per day ("gpd") of normal domestic strength sewage for The Reserves at StoneyBank and has agreed to reserve sanitary sewer service for 525 gpd for the Beard Property for a combined total of 9,188 gpd, and has requested that Walnut Hill provide sanitary sewer collection and treatment for the residences in The Reserves at StoneyBank and for the Beard Property.

G. Walnut Hill has available capacity to treat the 9,188 gpd and is willing to provide capacity and future sanitary sewer collection and treatment to the residences in The Reserves at StoneyBank and the Beard Property in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE,** Walnut Hill, StoneyBank and Beard, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, agree as follows:

1. Walnut Hill represents and warrants that the Plant has available capacity to treat the 9,188 gpd of normal domestic strength sewage to be generated by the thirty-three (33) new townhome residences in The Reserves at StoneyBank and up to 2 EDUs at the Beard Property and agrees that it will reserve this capacity for the future use of The Reserves at StoneyBank and the Beard Property. In order to conduct an inspection and confirm said available capacity, StoneyBank will, at its own cost and expense, retain Catania Engineering, or another reputable engineering firm approved by Walnut Hill, to prepare an analysis and report containing signed/sealed calculations demonstrating the proposed capacity of a proposed new pump station to be constructed within the Reserves at Stoney Bank Subdivision, the decommissioning of the existing Walnut Hill Pump Station and the available and proposed capacity of gravity sewer lines within the Walnut Hill Sanitary Sewer System and demonstrating, based on data provided by the Operator, that the Plant has adequate capacity to meet the sanitary sewer needs of The Reserves at StoneyBank and the Beard Property (the "Report"). StoneyBank agrees to provide Walnut Hill with a full and complete copy of the Report before submitting any applications for any Sewage Facilities Planning Modules. If the Report concludes that the Plant does not have adequate capacity to meet the sanitary sewer needs of The Reserves at StoneyBank and the Beard Property, then this Agreement shall automatically terminate, and shall be null and void for all purposes.

2. StoneyBank shall apply to the Pennsylvania Department of Environmental Protection (DEP) for Sewage Facilities Planning Module approval. As part of the application to DEP for Sewage Facilities Planning Module approval, and subject to the condition that it must have received a full and complete copy of the Report concluding that the Plant does have adequate capacity to meet the sanitary sewer needs of The Reserves at StoneyBank and the Beard Property, Walnut Hill shall confirm to DEP that it has available capacity to treat the aforesaid sewage to be generated by the residences in The Reserves at StoneyBank and the Beard Property.

3. Contingent on StoneyBank's receipt of said Planning Module approval from DEP, StoneyBank shall, at its own cost and expense, construct a collection and conveyance system, including a New Pump Station and power generator system, a Proposed 8" Gravity Line from the location of the existing Walnut Hill Pump Station (which is to be removed and converted into a manhole junction box for gravity sewers) to the New Pump Station, and a New 4" Forcemain from the New Pump Station to connect with the existing 4" forcemain which is part of the Walnut Hill Sanitary Sewer System on the Darlington Woods Property (the "StoneyBank Sewer Improvements"). The New Pump Station and power generator system will be located in a

Proposed Permanent Sewer Easement on the StoneyBank Property. The Proposed 8" Gravity Line and New 4" Forcemain will be located partially in the Proposed Permanent Sewer Easement on the StoneyBank Property and partially in the Proposed Temporary Construction Easement on the Darlington Woods Property, all as depicted in Exhibit "C" attached hereto. The StoneyBank Sewer Improvements shall be of a sufficient capacity to handle all sewage flows currently draining to the existing Walnut Hill Pump Station and all sewage flows that will be coming from The Reserves at StoneyBank and the Beard Property. In addition to the StoneyBank Sewer Improvements, StoneyBank will also construct a conveyance and collection system taking sewage flows from the StoneyBank Property and the Beard Property (The "Reserves Sewer System") to the New Pump Station in the Proposed Permanent Sewer Easement on the StoneyBank Property.

4. Subject to the terms and conditions of this Agreement, Walnut Hill authorizes StoneyBank, its contractors and/or agents, to construct the StoneyBank Sewer Improvements substantially where depicted on Exhibit "C," or at such other area as may be mutually agreed upon by and among StoneyBank, Walnut Hill and Darlington Woods. Walnut Hill represents that it has the right to do so and shall obtain the consent of Darlington Woods to this Agreement and the construction of said StoneyBank Sewer Improvements in the Darlington Woods Open Space in the area depicted on Exhibit "C" as the Proposed Temporary Construction Easement or at such other area as may be mutually agreed upon by and among StoneyBank, Walnut Hill and Darlington Woods. StoneyBank agrees that it will not commence construction of the StoneyBank Sewer Improvements until such time as Walnut Hill obtains and provides written confirmation that Darlington Woods has consented to this Agreement and to the construction of those of the StoneyBank Sewer Improvements which will be located in the Darlington Woods Open Space.

5. Upon completion of the construction of the StoneyBank Sewer Improvements, StoneyBank shall, at its own cost and expense, have said StoneyBank Sewer Improvements inspected and verified as clean, complete and code compliant by a reputable contractor. The inspection shall include a video camera line inspection. StoneyBank shall provide Walnut Hill with written certification that the StoneyBank Sewer Improvements have been inspected and verified as clean, complete and code compliant, after which StoneyBank shall promptly and substantially restore and return, at its sole cost and expense, all disturbed portions of the Darlington Woods Open Space to their prior condition and appearance, or as near thereto as reasonably practicable.

6. Before construction of the New Pump Station may start, Walnut Hill and the Operator of the Walnut Hill Sanitary Sewer System shall have the right to review and approve plans and specifications for the New Pump Station, including, but not limited to, the design, type and configuration of the station, construction details, controls, by-pass features, and all other appurtenances appropriate for a complete and operable station. In addition, Walnut Hill shall have the right to review and approve the plan for the decommissioning of the existing Walnut Hill Pump Station. Walnut Hill and the Operator of the Walnut Hill Sanitary Sewer System shall have the right to review and approve the adequacy of the construction of the StoneyBank Sewer Improvements, which approval shall not be unreasonably withheld, delayed or conditioned.

7. There shall be only one (1) Gravity Line connection from The Reserves at StoneyBank and one (1) gravity line connection from the Walnut Hill Sanitary Sewer System to the New Pump Station and one (1) new forcemain connection into the existing Walnut Hill forcemain. The existing Walnut Hill forcemain from the existing Walnut Hill Pump Station to the proposed new forcemain connection shall be removed by StoneyBank.

8. StoneyBank shall pay Walnut Hill a tapping fee of \$8,500.00 per townhouse unit with said fee to be paid to Walnut Hill at the time that a building permit is issued for each such unit or units. For example, if a building permit or building permits is/are issued for the construction of six (6) townhouse units, the sum of \$51,000.00 (\$8,500.00 per unit x 6 units) would be paid by StoneyBank to Walnut Hill. StoneyBank agrees not to commence construction of any unit for which a building permit has been issued until the full amount of the tapping fee for the unit has paid to Walnut Hill. Prior to the connection of the Beard Property to The Reserves Sewer System which has been connected to the Walnut Hill Sanitary Sewer System, StoneyBank or Beard shall pay Walnut Hill a tapping fee of \$8,500.00 per residential dwelling unit (up to a maximum of two (2) dwelling units) proposed to be so connected from the Beard Property. Beard agrees that no dwelling on the Beard Property may be connected to The Reserves Sewer System which has been connected to the Walnut Hill Sanitary Sewer System until the full amount of the tapping fee for each dwelling has been paid to Walnut Hill.

9. StoneyBank shall be responsible to obtain and pay the cost of all engineering design and building permits for The Reserves Sewer System and the StoneyBank Sewer Improvements and for the cost of the construction of The Reserves Sewer System and the initial construction of the StoneyBank Sewer Improvements. StoneyBank and Beard agree to indemnify, defend and hold Walnut Hill harmless from all claims, causes of action, demands, liens and judgments which may arise or be asserted against Walnut Hill in regard to the initial construction of the StoneyBank Sewer Improvements.

10. Upon satisfactory completion and inspection of the StoneyBank Sewer Improvements in accordance with Paragraphs 5 and 6 above, Walnut Hill shall own and maintain the StoneyBank Sewer Improvements as part of the Walnut Hill Sanitary Sewer System. StoneyBank and Beard, for themselves and their heirs, successors, assigns and personal representatives, as may now or hereafter be applicable, hereby covenant and agree that upon the satisfactory completion and inspection of the StoneyBank Sewer Improvements, and the land upon which, or under which, the StoneyBank Sewer Improvements are located will be and remain subject to all of the provisions of that certain Declaration of Covenants, Easements, Conditions and Restrictions of Walnut Hill Utility Company filed of record in the office of the Recorder of Deeds of Delaware County, Pennsylvania on September 6, 1988, at Volume 0605, Page 2311, et seq. (the "Declaration"), and they further covenant and agree that by reason of the benefits they will derived from their use and enjoyment of the StoneyBank Sewer Improvements and the Walnut Hill Sanitary Sewer System, each townhouse unit located on the StoneyBank Property and each connected dwelling located on the Beard Property, shall be and remain obligated to pay Sewer Charges, as required by the aforesaid Declaration, to Walnut Hill (Sewer Charges are currently due and payable on a quarterly basis, and Sewer Charges will be \$90.00 per quarter per townhouse unit and per dwelling during 2017; Sewer Charges may increase in the future at the same rate as set forth all other Walnut Hill Utility Users) in accordance with Article X of the Declaration.

11. Contingent upon full execution of this Agreement, including the consent of Darlington Woods, the approval by DEP of the necessary planning module, the construction of the StoneyBank Sewer Improvements, the connection of the Reserves Sewer System to the New Pump Station, providing access to the New Pump Station, and the acceptance by Walnut Hill of ownership and maintenance responsibility for the StoneyBank Sewer Improvements, StoneyBank shall allow Walnut Hill non-exclusive access to the New Pump Station and the Proposed Sanitary Sewer Easement as shown on Exhibit "C" over and through the proposed street to be known as Tara Lane, the proposed path located between Lots 10 & 11, and the proposed Nature Path/Pump Station Access, all located within The Reserves at StoneyBank as depicted on Exhibit "C", with said access, except for the paved access drive, to be limited to pick up/skids steer size equipment.

12. Subject to the terms and conditions of this Agreement, StoneyBank, its successors and assigns, are hereby granted the free and uninterrupted right, liberty and privilege to enter, and permit employees, agents and contractors of StoneyBank to enter, upon the Proposed Temporary Construction Easement depicted on Exhibit "C" and described in Exhibit "D" attached hereto and made a part hereof (the "Proposed Temporary Construction Easement") for the temporary purposes of excavation, construction and staging necessary or related to the removal of the Existing Walnut Hill Pump Station and conversion of the structures into a manhole junction box for gravity sewers, the installation of the Proposed 8" Gravity Line, the removal/abandonment of the Existing 4" Forcemain, the construction of the Proposed 4" forcemain and the connection of same into the existing 4" forcemain, all as depicted on Exhibit "C" (the "StoneyBank Sewer Improvements") and the continued inspection, repair, replacement and operation of the StoneyBank Sewer Improvements for so long as StoneyBank is obligated to perform said work.

13. StoneyBank and Beard hereby grant, declare and reserve unto Walnut Hill, its successors and assigns, the non-exclusive uninterrupted right, use and privilege to access, inspect, maintain, repair, replace and operate the New Pump Station, Proposed 8" Gravity Line, Proposed 4" Forcemain and related improvements to be constructed in the Proposed Permanent Sewer Easement depicted on Exhibit "C" and described in Exhibit "E" (the "Proposed Permanent Sewer Easement").

14. After any disturbance of the Darlington Woods Open Space by StoneyBank or any disturbance of The Reserves at StoneyBank by Walnut Hill or the Operator of the Walnut Hill Sanitary Sewer System, or their contractors or agents, the party responsible for the disturbance shall, at its own cost and expense, promptly restore the disturbed property to substantially its condition before said disturbance or as near thereto as reasonably practicable.

15. The grant of reservation of treatment plant capacity by Walnut Hill is made subject to all applicable requirements of the Borough of Chester Heights and DEP and the usual and regular rules and obligations applied to other residential users of the Walnut Hill Sanitary Sewer System, all of which StoneyBank and Beard agree to be bound by and to comply with. These requirements may include, inter alia, provisions relating to the use and maintenance of sewage facilities and the payment of fees and charges including user fees.

16. Subject to the terms and conditions of this Agreement, as well as the aforesaid Declaration, Walnut Hill agrees to provide sanitary sewage treatment for the effluent from The Reserves at StoneyBank and from the Beard Property as set forth herein.

17. The term "sanitary sewage" as herein used is defined to include any waste water arising from human sanitary activities of residents and invitees, excrement arising from such persons, toilet, sink and urinal flush water, and waste water arriving from any kitchen therewith. Sanitary sewage discharge shall not exceed design discharge standards of: Biological Oxygen Demand (BOD5): 200/mg/l; Total Suspended Solids (TSS): 125/mg/l; Ammonia: 40/mg/l and Fat, Oil and Grease (FOG): 100/mg/l; and Phosphorous: 2.0/mg/l. The term sanitary sewage shall not include liquids, water or solids containing hazardous or toxic waste as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et. seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613 (October 17, 1986) ("CERCLA"); the Resources Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq. ("RCRA"); the Pennsylvania Solid Waste Management Act, 35 Pa.C.S. Section 6018.101 et. seq.; the Pennsylvania Clean Streams Law, 35 Pa.C.S. Section 691.1 et. seq.; and the Pennsylvania Hazardous Sites Cleanup Act, Act 108 of 1988, 35 Pa.C.S. Section 6020.101 et. seq. ("Pennsylvania Superfund") and regulations enacted thereunder.

18. Walnut Hill shall have no responsibility or obligation to pay for, or to perform, maintenance, repair or replacement of The Reserves Sewer System. Upon completion and inspection of the StoneyBank Sewer Improvements, Walnut Hill shall assume full responsibility to perform maintenance, repair or replacement of the StoneyBank Sewer Improvements, which shall become part of the Walnut Hill Sewer System.

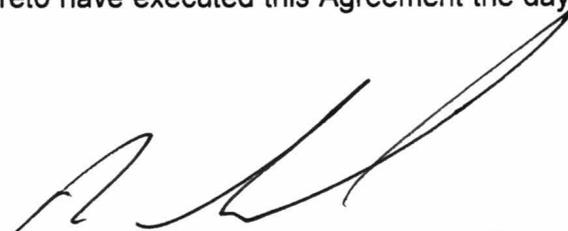
19. Each party shall be responsible for its own counsel fees related to the preparation and review of this Agreement, which shall be deemed to have been jointly prepared by the parties. StoneyBank agrees to reimburse Walnut Hill for Walnut Hill's reasonable attorney's fees for the preparation of documents to be submitted to Darlington Woods for any required approval of this Agreement by Darlington Woods and for any other necessary legal documents related to said approval.

20. This Agreement shall be recorded. StoneyBank and Beard agree to reimburse Walnut Hill for all costs and fees incurred to record this Agreement.

21. The parties agree to be, and to remain at all times, subject to the exclusive jurisdiction of the Common Pleas Court of Delaware County with respect to all claims, causes of action, demands, liens and judgments which may arise or be asserted by or between them under, or with respect to, this Agreement. This Agreement contains the entire agreement of the parties. All of the terms and conditions of this Agreement shall be binding and inure to the benefit of the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first above written.

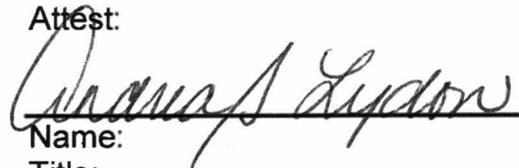
Witness:

\_\_\_\_\_   
Mark Beard

Witness:

\_\_\_\_\_   
Nancy Beard

Attest:

  
Name:  
Title:

THE WALNUT HILL UTILITY COMPANY

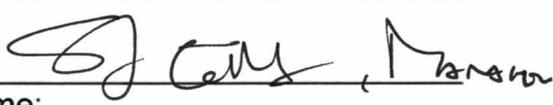
By:   
Name:  
Title:

Witness:

\_\_\_\_\_

Name:

STONEYBANK DEVELOPMENT LLC

By:   
Name:  
Title: President.

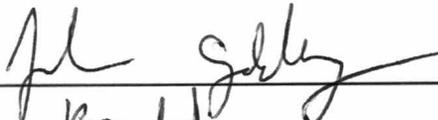
**CONSENT JOINDER**

Darlington Woods Home Owners Association hereby consents to the terms of this Sanitary Sewage Agreement and intending to be legally bound has joined in its execution and agrees to be bound by the terms thereof and specifically authorizes StoneyBank, its agents, successors and assigns, to enter onto the Darlington Woods Open Space as reasonably necessary to inspect and survey the area where the StoneyBank Sewer Improvements are to be constructed and to construct, inspect, repair and/or replace the StoneyBank Sewer Improvements. Said authorization shall continue until such time as Walnut Hill and the Operator of the Walnut Hill Sanitary Sewer System inspect and approve the StoneyBank Sewer Improvements construction and Walnut Hill accepts ownership and responsibility for the StoneyBank Sewer Improvements which shall become part of the Walnut Hill Sanitary Sewer System and which shall be permitted to permanently remain in the Darlington Woods Open Space.

**ATTEST:**

**DARLINGTON WOODS HOME OWNERS  
ASSOCIATION**

  
Secretary

By:   
Title: President  
Date: 7/6/17

**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Delaware : SS.

On this 6<sup>th</sup> day of July, 2017, before me, the undersigned officer, personally appeared Joseph Laporte, the President of the **Walnut Hill Utility Company**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Sanitary Sewer Agreement, and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.

Barbara J. Castellotti  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Barbara J. Castellotti, Notary Public  
Chadds Ford Twp., Delaware County  
My Commission Expires March 19, 2021  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Delaware : SS.

On this 13 day of June, 2017, before me, the undersigned officer, personally appeared Stephen Mankowski, the President of the **StoneyBank Development, LLC**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Sanitary Sewer Agreement, and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
THOMAS JOSEPH WEISS  
Notary Public  
CHADDS FORD TOWNSHIP, DELAWARE COUNTY  
My Commission Expires Jan 26, 2019

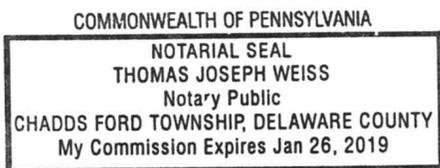
[Signature]  
NOTARY PUBLIC

**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Delaware : SS

On this 13 day of June, 2017, before me, the undersigned officer, personally appeared **Mark Beard**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Sanitary Sewer Agreement, and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.



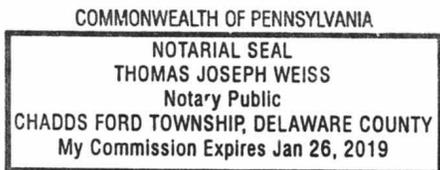
[Signature]  
NOTARY PUBLIC

**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Delaware : SS

On this 13 day of June, 2017, before me, the undersigned officer, personally appeared **Nancy Beard**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Sanitary Sewer Agreement, and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.



[Signature]  
NOTARY PUBLIC

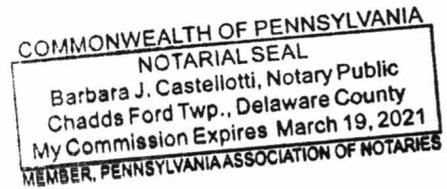
**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Delaware : SS.

On this 6<sup>th</sup> day of July, 2017, before me, the undersigned officer, personally appeared Jordan Goldberg, the President of the **Darlington Woods Home Owners Association**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Sanitary Sewer Agreement, and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.

Barbara J. Castellotti  
NOTARY PUBLIC

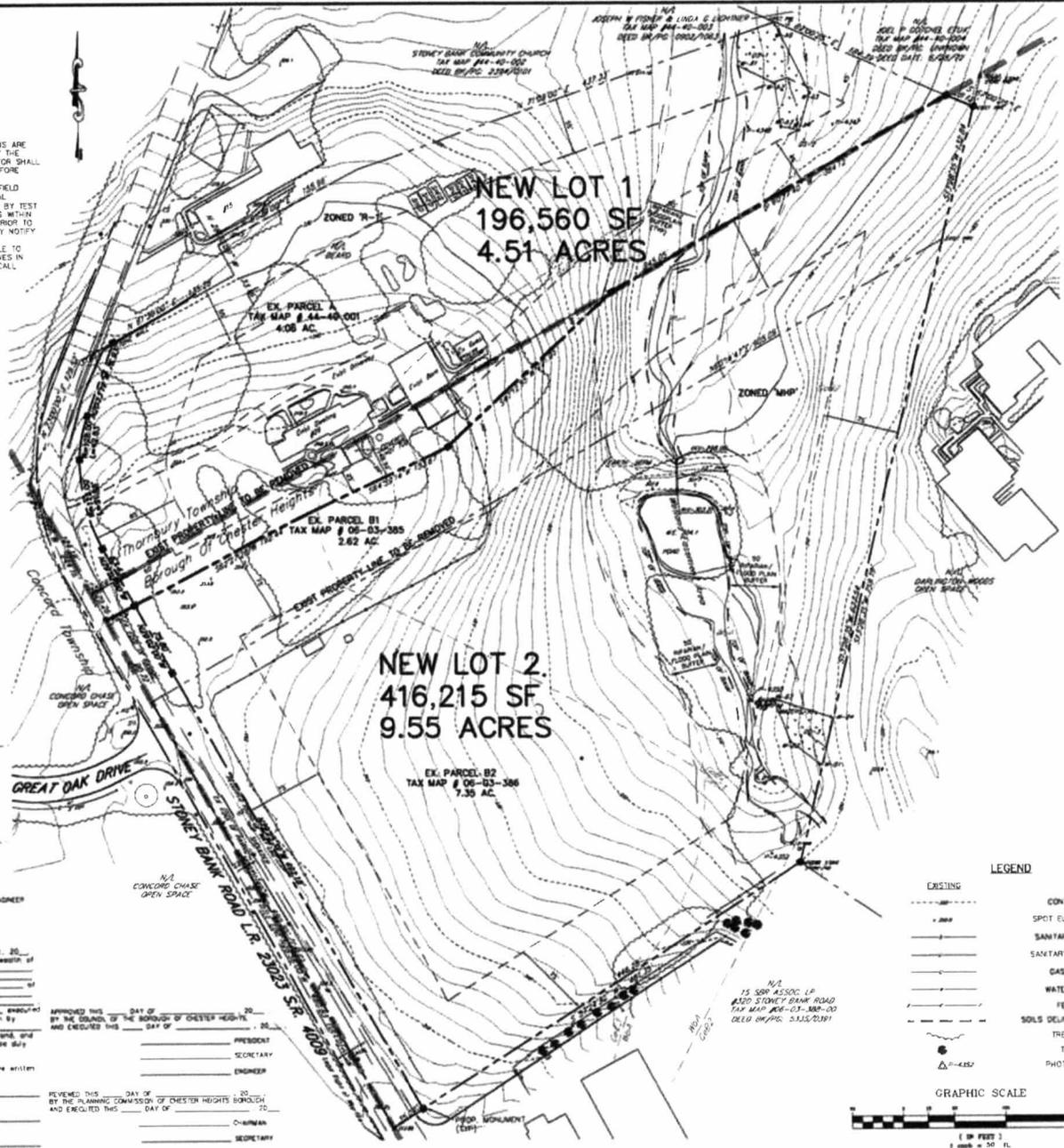


**EXHIBIT "A"**

**REVERSE SUBDIVISION/SUBDIVISION PLAN  
FOR MARK & NANCY BEARD  
PREPARED BY CATANIA ENGINEERING ASSOC.  
DATED 7/1/15, LAST REVISED 4/12/16**

PA ONE CALL No 2014121250  
**CALL BEFORE YOU DIG!**  
 PENNSYLVANIA LAW REQUIRES  
 3 WORKING DAYS NOTICE FOR  
 CONSTRUCTION PHASE AND 10 WORKING  
 DAYS IN DESIGN STAGE - STOP CALL  
 Pennsylvania One Call System, Inc.  
 1-800-242-1776

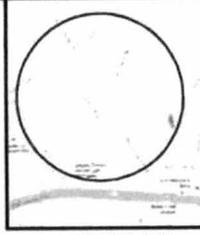
THE LOCATIONS OF ALL UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND MUST BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONTACT PA ONE-CALL AT 811 AT LEAST 3-DAYS BEFORE PROCEEDING WITH ANY EXCAVATION. IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ACCURATE FIELD LOCATIONS OF ALL EXISTING UNDERGROUND AND AERIAL UTILITIES FROM BOTH THE UTILITY COMPANIES AND/OR BY TEST PITS PRIOR TO BEGINNING WORK. ALL UTILITY SERVICES WITHIN THE LIMITS OF WORK MUST ALSO BE FIELD LOCATED PRIOR TO EXCAVATION WORK. CONTRACTORS ARE TO IMMEDIATELY NOTIFY THE ENGINEER OF ANY DEVIATIONS FROM THE PLAN. INFORMATION THE CONTRACTOR SHALL BE RESPONSIBLE TO TAKE ALL PREVENTIVE MEASURES TO PROTECT THE LINES IN ACCORDANCE WITH THE PA ONE-CALL ACT PA ONE-CALL SERIAL NUMBER 2014121250



**SOILS INFORMATION**  
 G#2 - CLEVELAND CHANNERY SILT LOAM, 8-18% SLOPES MODERATELY ERODED  
 G#3 - CLEVELAND CHANNERY SILT LOAM, 8-18% SLOPES SEVERELY ERODED  
 G#2 - CLEVELAND SILT LOAM, 3-8% SLOPES, MODERATELY ERODED  
 W#A - MORSHAM SILT LOAM, 0-3% SLOPES

**FLOODPLAIN INFORMATION**  
 SITE LIES IN ZONE X AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN ON FEMA INSURANCE RATE MAP NUMBER 42045C0008 F, DATED NOVEMBER 19 2009

**NOTES:**  
 1 THE PURPOSE OF THIS PLAN IS TO CREATE 2 NEWLY CONFIGURED LOTS FROM 3 EXISTING PARCELS. NO DEVELOPMENT IS PROPOSED WITH THIS APPLICATION.  
 2 THERE IS NO CLEARING OF LAND OR TREES WITH THIS APPLICATION.  
 3 THERE IS NO GRADING PROPOSED WITH THIS APPLICATION.  
 4 SHOULD THE EXISTING BARN BE USED FOR THE KEEPING OF LIVESTOCK, NO MANURE STORAGE SHALL BE ESTABLISHED CLOSER THAN 80 FEET TO ANY PROPERTY LINE.  
 5 VERTICAL DATUM IS BASED UPON THE NAVD OF 1988.  
 6 THE ERROR OF CLOSURE FOR LOT 1 IS 1:2,714.636 AND FOR LOT 2 IS 1:2,792.854 AND WITHIN THE STANDARDS OF SURVEY.



**LOCATION MAP**  
SCALE: 1"=600'

**REFERENCE DRAWINGS:**  
 1 Plan of Subdivision for Solihanna as prepared by Chester Valley Engineers, Inc. dated January 3, 1992 and revised May 13, 1992.

LOT 1		LOT 2	
GROSS:	196,560 SF 4.51 AC	GROSS:	416,215 SF 9.55 AC
NET:	187,409 SF 4.30 AC	NET:	397,386 SF 9.12 AC

**ZONING REQUIREMENTS**  
 (Borough of Chester Heights)  
 "MHP" Mobile Home Park District (Min Lot Area - 20 Acres)  
 Front Yard = 50' Public Road  
 25' Interior Roads  
 Outrigger Setback = 75'  
 Unit Setback = 25'  
 Common Open Space = 20%  
 Parking = 2.5 Spaces/Unit

"R-1 1/2" Residence District (Borough of Chester Heights)  
 Lot Area = REQUIRED  
 Lot Width = 1-1/2 Ac  
 Lot Depth = 150'  
 Big Area = 25% (Max)  
 Front Yard = 60'  
 Rear Yard = 40' (Min)  
 Side Yards = 25' (Min)  
 Side Yards = 60' (Aggr)  
 Big Height = 35' Max

(Thornbury Township)  
 "R-1" Residential District  
 Lot Area = 87,000 Sq Ft  
 Lot Width = 200' at Big Line  
 Lot Coverage = 15% (Max)  
 Front Yard = 85'  
 Rear Yard = 45' (Min)  
 Side Yards = 45' (Min)  
 Side Yards = 100' (Aggr)

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAN AND SURVEY WERE PERFORMED IN ACCORDANCE WITH THE LATEST MINIMUM STANDARDS FOR BOUNDARY SURVEYS SECTION OF THE MANUAL OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS IN THE COMMONWEALTH OF PENNSYLVANIA, AS ADOPTED BY THE PENNSYLVANIA SOCIETY OF LAND SURVEYORS.

ROBERT W. MATOCH, P.L.S., LIC. NO. SJ0077856

**LEGEND**

- CRUISING
- CONTOURS
- SPOT ELEVATIONS
- SANITARY SEWER
- SANITARY LATERAL
- GAS MAIN
- WATER MAIN
- FENCE
- SOILS DELINEATION LINE
- TREELINE
- TREE
- PHOTO SITE

**GRAPHIC SCALE**



MAP #	EGLO #	OWNER/APPLICANT/DEVELOPER
A 44-40-001	44-00-00324-01	Mark & Nancy Beard
B1 06-03-385	06-00-00082-00	29 Stoney Bank Road
B2 06-03-366	06-00-00082-01	Glen Mills, Pa 19342

NO.	DATE	BY	REVISION
1	4/2/16	J.M.S. M.J.C.	PER A/E ENGINEER
2	3/7/2016	J.M.S. M.J.C.	PER A/E ENGINEER

**CATANIA ENGINEERING ASSOCIATES, INC.**  
 Consulting Engineers  
 500 WEST WOODHURST BOULEVARD  
 WILMINGTON, PA 19383-5314  
 TEL: (302) 522-2884  
 FAX: (302) 522-2823

**REVERSE SUBDIVISION / SUBDIVISION PLAN FOR MARK & NANCY BEARD**

THORNBURY TOWNSHIP DELAWARE COUNTY, PA  
 CHESTER HEIGHTS BOROUGH

APPROVED THIS DAY OF \_\_\_\_\_ 20\_\_\_\_  
 BY THE SUPERVISOR OF THE BOROUGH OF THORNBURY,  
 AND EXECUTED THIS DAY OF \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
 CHAIRMAN

\_\_\_\_\_  
 MEMBER

\_\_\_\_\_  
 MEMBER

\_\_\_\_\_  
 SECRETARY

REVIEWED THIS DAY OF \_\_\_\_\_ 20\_\_\_\_  
 BY THE PLANNING COMMISSION OF THORNBURY TOWNSHIP  
 AND EXECUTED THIS DAY OF \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
 CHAIRMAN

\_\_\_\_\_  
 MEMBER

\_\_\_\_\_  
 MEMBER

\_\_\_\_\_  
 SECRETARY

State of Pennsylvania 20\_\_\_\_  
 County of Delaware 20\_\_\_\_

On this day of \_\_\_\_\_ A.D. 20\_\_\_\_  
 before me the undersigned a Notary Public of the Commonwealth of Pennsylvania, residing in \_\_\_\_\_ personally appeared \_\_\_\_\_ who acknowledged to be the \_\_\_\_\_ of \_\_\_\_\_ a corporation, and that on each \_\_\_\_\_ being authorized to do so, and that the said corporation desires that the said plan may be duly recorded.

WITNESS my hand and seal the day and date above written

Signature of Notary \_\_\_\_\_  
 Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

APPROVED THIS DAY OF \_\_\_\_\_ 20\_\_\_\_  
 BY THE COUNCIL OF THE BOROUGH OF CHESTER HEIGHTS,  
 AND EXECUTED THIS DAY OF \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
 PRESIDENT

\_\_\_\_\_  
 SECRETARY

\_\_\_\_\_  
 ENGINEER

REVIEWED THIS DAY OF \_\_\_\_\_ 20\_\_\_\_  
 BY THE PLANNING COMMISSION OF CHESTER HEIGHTS BOROUGH  
 AND EXECUTED THIS DAY OF \_\_\_\_\_ 20\_\_\_\_

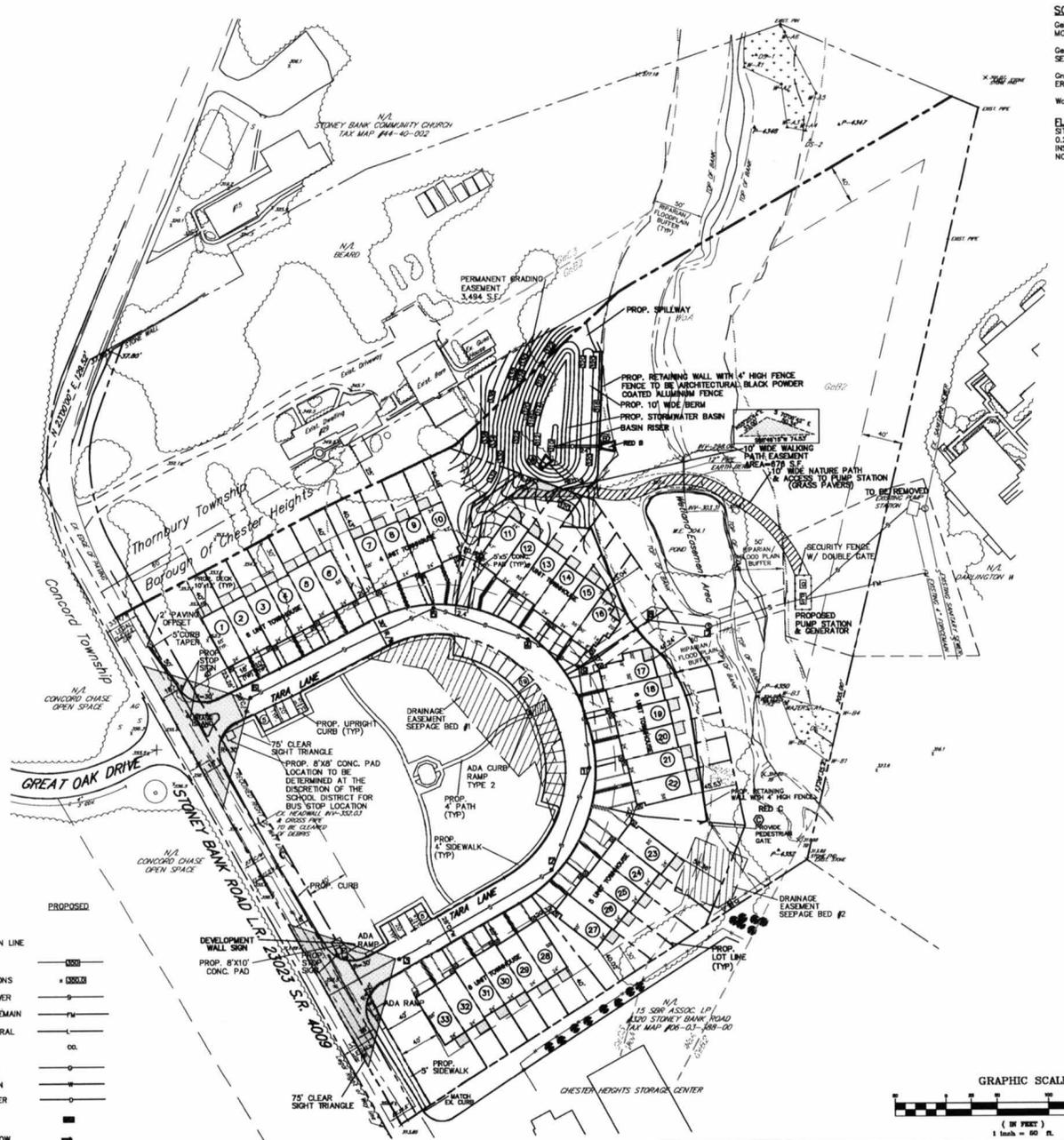
\_\_\_\_\_  
 CHAIRMAN

\_\_\_\_\_  
 SECRETARY

**EXHIBIT "B"**

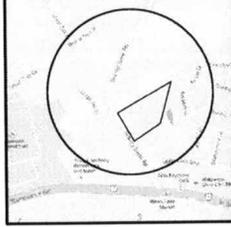
**FINAL SUBDIVISION PLAN FOR THE RESERVES AT STONEY BANK  
PREPARED BY CATANIA ENGINEERING ASSOC.  
DATED 4/7/14, LAST REVISED 6/15/17**





**SOILS INFORMATION**  
 GwB2 - GLENELG CHANNERY SILT LOAM, 3-8% SLOPES, MODERATELY ERODED.  
 GwC3 - GLENELG CHANNERY SILT LOAM, 8-15% SLOPES, SEVERELY ERODED.  
 GwB2 - GLENVILLE SILT LOAM, 3-8% SLOPES, MODERATELY ERODED.  
 WoA - WORSHAM SILT LOAM, 0-3% SLOPES.

**FLOODPLAIN INFORMATION:**  
 SITE LIES IN ZONE X AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN ON FEMA INSURANCE RATE MAP NUMBER 42045C0088 F, DATED NOVEMBER 18, 2009.



**LOCATION MAP**  
 SCALE: 1"=600'

**REFERENCE DRAWINGS:**  
 1. Plan of Subdivision for Sohemmo as prepared by Chester Valley Engineers, Inc. dated January 3, 1992, last revised May 13, 1992.

**IMPERVIOUS COVERAGE TABLE**

ROAD/CURB	24,128 S.F.
DRIVEWAYS	14,850 S.F.
ROOFS	43,560 S.F.
SIDEWALKS	3,328 S.F.
DECKS	3,960 S.F.
PARKING	5,510 S.F.
PUMP STATION & GENERATOR	90 S.F.
GAZEBO/WALKWAYS	2,019 S.F.
<b>TOTAL</b>	<b>97,445 S.F.</b>

**OWNER/APPLICANT/DEVELOPER**  
 Mark & Nancy Beard  
 29 Stoney Bank Road  
 Glen Mills, Pa 19342

NO.	DATE	REVISION	BY	CHK BY
11	7/5/77	PER BOROUGH ENGINEER	J.M.D.	M.J.C.
10	5/7/77	SAN. SEWER	J.M.D.	M.J.C.
9	4/13/77	PER BOROUGH	J.M.D.	M.J.C.
8	12/13/76	PER BOROUGH	J.M.D.	M.J.C.
7	11/2/76	PER BOROUGH	J.M.D.	M.J.C.
6	7/23/76	PER BOROUGH	J.M.D.	M.J.C.
5	2/11/76	FINAL	J.M.D.	M.J.C.
4	10/19/75	PER BOROUGH	J.M.D.	M.J.C.
3	7/1/75	PER BOROUGH	J.M.D.	M.J.C.
2	8-22-75	REV. LAYOUT	J.M.D.	M.J.C.
1	7-22-75	REV. LAYOUT	J.M.D.	M.J.C.

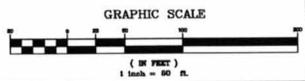
INFORMATION SHOWN ON THIS PLAN IS THE RESULT OF PROFESSIONAL SERVICES RENDERED BY CATANIA ENGINEERING ASSOCIATES, INC. REPRODUCTION OF THIS PLAN FOR THE PURPOSE OF OBTAINING ADDITIONAL COPIES OR REVISION PLAN WITHOUT APPROVAL OF CATANIA ENGINEERING ASSOCIATES, INC. IS PROHIBITED. CERTIFICATION FOR THE WORK CONTAINED HEREIN IS LIMITED TO THE ENTITY FOR WHOM THE WORK WAS PERFORMED, AS OF THE DATE SHOWN ON THE PLAN.

**CATANIA ENGINEERING ASSOCIATES, INC.**  
 Consulting Engineers

520 WEST MAHADEE BOULEVARD  
 WILMONT PARK, PA. 19353-3311  
 TEL. (610) 532-2884  
 FAX. (610) 532-2923

**FINAL LAND DEVELOPMENT PLAN**  
 FOR  
**THE RESERVES AT STONEY BANK**  
**MARK & NANCY BEARD**

THORNBURY TOWNSHIP  
 CHESTER HEIGHTS BOROUGH  
 DELAWARE COUNTY, PA.



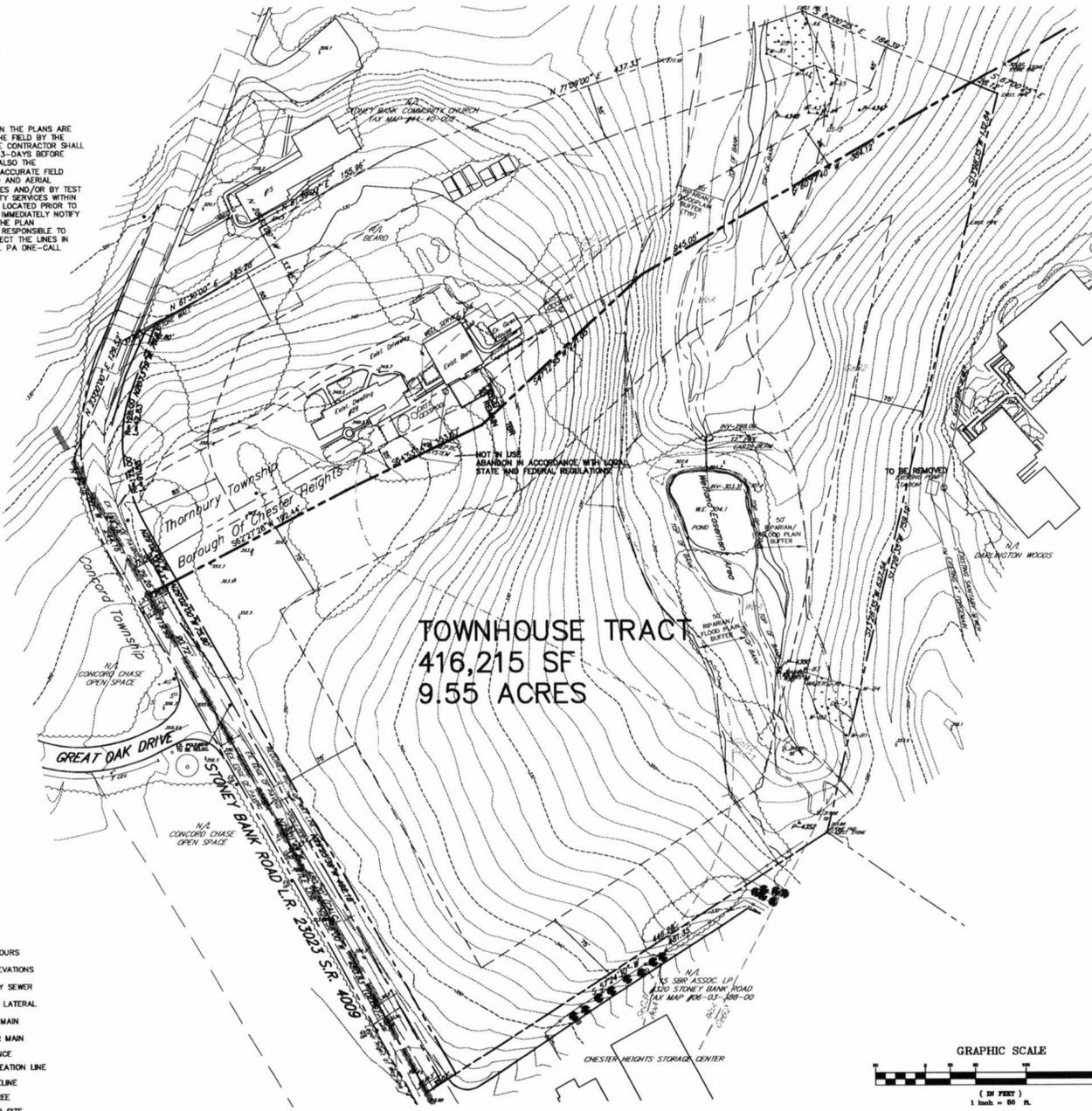
DWN. BY J.M.D. DSG. BY NA FIELD BOOK/PAGE SCALE 1"=50' DRAWING NO. 85124  
 CHKD. BY M.J.C. DATE 4-07-14 SHEET 2 OF 13 SHEETS

**LEGEND**

EXISTING	PROPOSED
TREELINE	---
SOILS DELINEATION LINE	---
CONTOURS	---
SPOT ELEVATIONS	•
SANITARY SEWER	—
SANITARY FORCEMAIN	—
SANITARY LATERAL	—
CLEANOUT	—
GAS MAIN	—
WATER MAIN	—
STORM SEWER	—
INLET	—
DRAINAGE FLOW	→

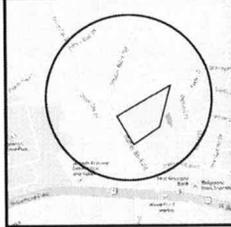
PA ONE CALL No. 2014121250  
**CALL BEFORE YOU DIG!**  
 PENNSYLVANIA LAW REQUIRES  
 3 WORKING DAYS NOTICE FOR  
 CONSTRUCTION PHASE AND 10 WORKING  
 DAYS IN DESIGN STAGE — STOP CALL  
 Pennsylvania One Call System, Inc.  
 1-800-242-1776

THE LOCATIONS OF ALL UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND MUST BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONTACT PA ONE-CALL AT 811 AT LEAST 3-DAYS BEFORE PROCEEDING WITH ANY EXCAVATION. IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ACCURATE FIELD LOCATIONS OF ALL EXISTING UNDERGROUND AND AERIAL UTILITIES FROM BOTH THE UTILITY COMPANIES AND/OR BY TEST PITS PRIOR TO BEGINNING WORK. ALL UTILITY SERVICES WITHIN THE LIMITS OF WORK MUST ALSO BE FIELD LOCATED PRIOR TO EXCAVATION WORK. CONTRACTORS ARE TO IMMEDIATELY NOTIFY THE ENGINEER OF ANY DEVIATIONS FROM THE PLAN INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE TO TAKE ALL PREVENTIVE MEASURES TO PROTECT THE LINES IN ACCORDANCE WITH THE PA ONE-CALL ACT. PA ONE-CALL SERIAL NUMBER 2014121250.



**SOILS INFORMATION.**  
 GcB2 - GLENELG CHANNERY SILT LOAM, 3-8% SLOPES, MODERATELY ERODED.  
 GcC3 - GLENELG CHANNERY SILT LOAM, 8-15% SLOPES, SEVERELY ERODED.  
 GcB2 - GLENVILLE SILT LOAM, 3-8% SLOPES, MODERATELY ERODED.  
 WcA - WORSHAM SILT LOAM, 0-3% SLOPES.

**FLOODPLAIN INFORMATION:**  
 SITE LIES IN ZONE X AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN ON FEMA INSURANCE RATE MAP NUMBER 42045C0088 F, DATED NOVEMBER 18, 2009.



LOCATION MAP  
 SCALE: 1"=600'

REFERENCE DRAWINGS:  
 1: Plan of Subdivision for Sothemma as prepared by Chester Valley Engineers, Inc. dated January 3, 1992, last revised May 13, 1992.

**TOWNHOUSE TRACT**  
**416,215 SF**  
**9.55 ACRES**

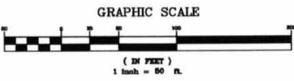
MAP # 81 06-03-385 82 06-03-388 FOLIO # 06-00-00082-00 06-00-00082-01 OWNER/APPLICANT/DEVELOPER Mark & Nancy Beard 29 Stony Bank Road Gen Mills, Pa 19342

NO.	DATE	REVISION	DWN. BY	CHK. BY
10	6/15/17	PER BOROUGH ENGINEER	J.M.D.	M.J.C.
9	5/17/17	SAN. SEWER	J.M.D.	M.J.C.
8	4/13/17	PER BOROUGH	J.M.D.	M.J.C.
7	12/13/16	PER BOROUGH	J.M.D.	M.J.C.
6	11/2/16	PER BOROUGH	J.M.D.	M.J.C.
5	7/22/16	PER BOROUGH	J.M.D.	M.J.C.
4	10/19/15	PER BOROUGH	J.M.D.	M.J.C.
3	7/1/15	PER BOROUGH	J.M.D.	M.J.C.
2	5-22-15	REV. LAYOUT	J.M.D.	M.J.C.
1	1-22-15	REV. LAYOUT	J.M.D.	M.J.C.

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**CATANIA ENGINEERING ASSOCIATES, INC.**  
 Consulting Engineers  
 520 WEST MONROE BOULEVARD  
 WILMONT PARK, PA 19033-3311  
 TEL: (610) 532-2884  
 FAX: (610) 532-2923

FINAL EXISTING CONDITIONS/DEMOLITION PLAN  
 FOR  
**THE RESERVES AT STONEY BANK**  
**MARK & NANCY BEARD**  
 THORNBURY TOWNSHIP  
 CHESTER HEIGHTS BOROUGH  
 DELAWARE COUNTY, PA.



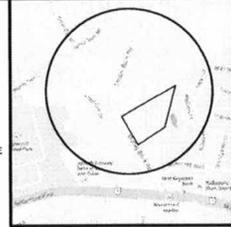
- LEGEND**
- EXISTING
  - CONTOURS
  - SPOT ELEVATIONS
  - SANITARY SEWER
  - SANITARY LATERAL
  - GAS MAIN
  - WATER MAIN
  - FENCE
  - SOILS DELINEATION LINE
  - TREELINE
  - TREE
  - PHOTO SITE

DWN. BY J.M.D. DSG. BY M.A.C. FIELD BOOK/PAGE NA SCALE 1"=50' DRAWING NO. 85124  
 CHK. BY M.A.C. M.J.C. DATE 4-07-14 SHEET 3 OF 13 SHEETS

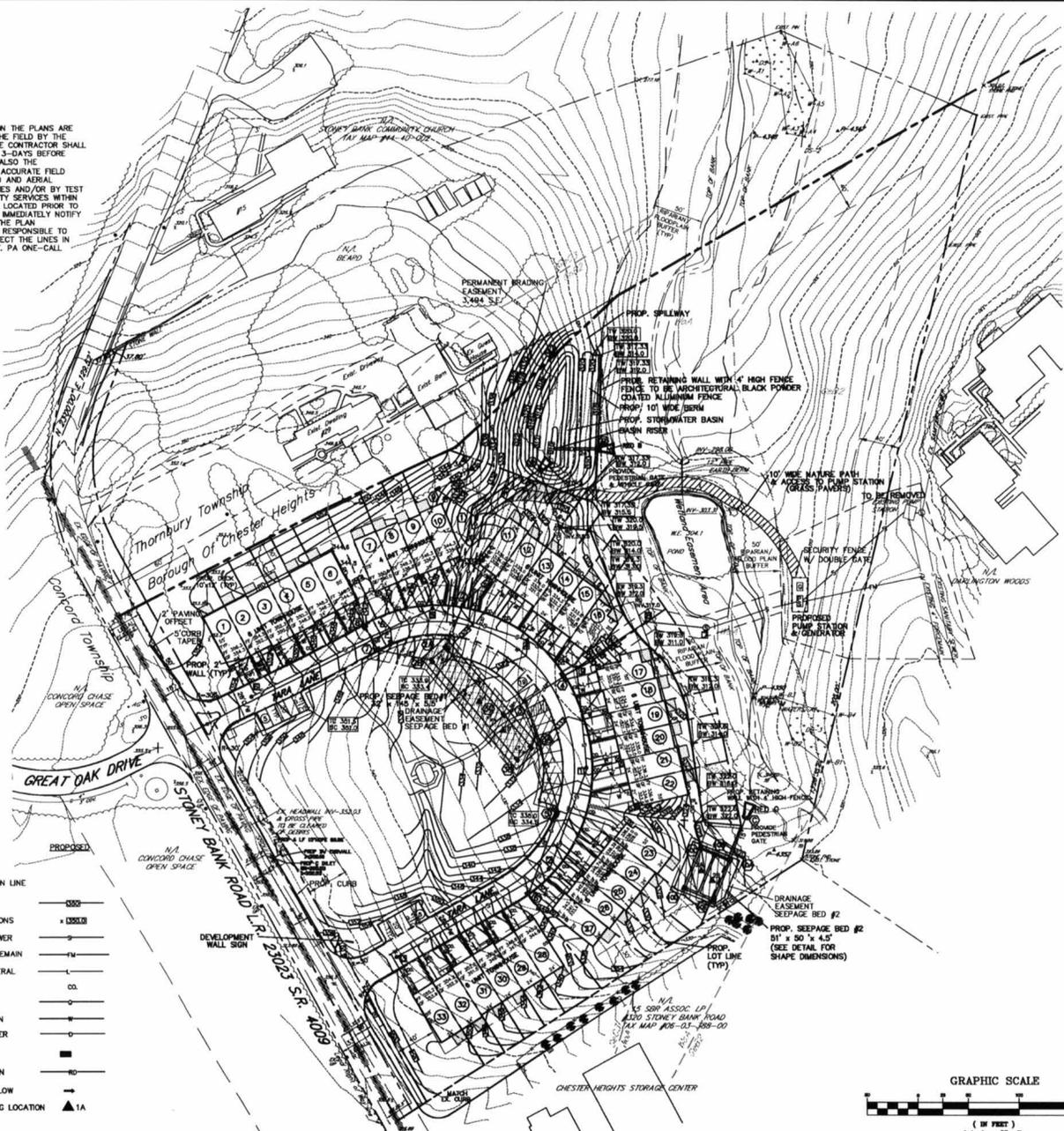
PA ONE CALL No. 2014121250  
**CALL BEFORE YOU DIG!**  
 PENNSYLVANIA LAW REQUIRES  
 3 WORKING DAYS NOTICE FOR  
 CONSTRUCTION PHASE AND 10 WORKING  
 DAYS IN DESIGN STAGE - STOP CALL  
 Pennsylvania One Call System, Inc.  
 1-800-242-1776

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**SOILS INFORMATION**  
 GhB2 - GLENDEL CHANNERY SILT LOAM, 3-8% SLOPES, MODERATELY ERODED.  
 GhC3 - GLENDEL CHANNERY SILT LOAM, 8-15% SLOPES, SEVERELY ERODED.  
 GhB2 - GLENVILLE SILT LOAM, 3-8% SLOPES, MODERATELY ERODED.  
 WaA - WORSHAM SILT LOAM, 0-3% SLOPES.  
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LOCATION MAP  
 SCALE: 1"=600'



**STORMWATER BASIN & UNDERGROUND SEEPAGE BED INSTALLATION AND MAINTENANCE NOTES:**

- MAINTENANCE OF THE UNDERGROUND SEEPAGE BED AND STORMWATER BASIN SHALL BE THE RESPONSIBILITY OF HOMEOWNERS ASSOCIATION. MAINTENANCE ACTIVITIES SHALL INCLUDE PERIODIC CLEANING OF THE ROOF GUTTERS, LEAF GRATES OVER THE DOWNSPOUTS, THE BED DEBRIS TRAP, AND STORMWATER INLET GRATES.
- INFLOW AND OUTFLOW POINTS INTO THE SYSTEM SHOULD BE KEPT CLEAR OF LEAVES AND OTHER DEBRIS. ANY LEAVES OR DEBRIS WILL NEGATIVELY IMPACT THE PERFORMANCE OF THESE SYSTEMS. ALL DOWNSPOUTS AND OVERFLOW PIPES SHOULD BE KEPT IN GOOD WORKING ORDER.
- MAINTENANCE ACTIVITIES SHALL OCCUR EVERY 6 MONTHS OR AFTER A 3" OR GREATER STORM EVENT.
- THE BOROUGH SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION TO INSPECT THE STORMWATER MANAGEMENT FACILITIES.
- THE HOMEOWNERS ASSOCIATION IS OBLIGATED TO NOTIFY THE BOROUGH IF A STORMWATER MANAGEMENT SYSTEM MALFUNCTION IS OBSERVED.
- THE DRAINAGE AREAS TO THE BED AND BASIN SHALL BE PRESERVED.

**SANITARY SEWER NOTES:**

- THE PROPOSED PUMP STATION AND GENERATOR WILL BE OWNED AND OPERATED BY THE WALNUT HILL UTILITY COMPANY. ROUTINE INSPECTIONS OF THE PUMP STATION AND GENERATOR SHALL BE ALLOWED BY FOOT THROUGH THE USE OF THE NATURE PATH AND ACCESS TO THE PUMP STATION. REQUIRED REPAIRS OR HEAVY MAINTENANCE WOULD ALLOW FOR VEHICULAR ACCESS TO THE PUMP STATION AND GENERATOR THROUGH SAME ACCESSWAY.

OWNER/DEVELOPER  
 Mark & Nancy Beard  
 28 Stony Bank Road  
 Glen Mills, Pa 19342

NO.	DATE	REVISION	CHK. BY	CHK. BY
12	6/15/17	PER BOROUGH ENGINEER	J.M.D.	M.J.C.
11	5/17/17	SAN. SEWER	J.M.D.	M.J.C.
10	4/13/17	PER BOROUGH	J.M.D.	M.J.C.
9	12/13/16	PER BOROUGH	J.M.D.	M.J.C.
8	11/27/16	PER BOROUGH	J.M.D.	M.J.C.
7	7/22/16	PER BOROUGH	J.M.D.	M.J.C.
6	5/3/16	PER NPDES	J.M.D.	M.J.C.
5	2/11/16	FINAL	J.M.D.	M.J.C.
4	10/19/15	PER BOROUGH	J.M.D.	M.J.C.
3	7/1/15	PER BOROUGH	J.M.D.	M.J.C.
2	5-22-15	REV. LAYOUT	J.M.D.	M.J.C.
1	1-22-15	REV. LAYOUT	J.M.D.	M.J.C.

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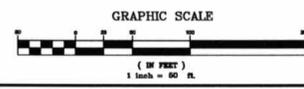
**CATANIA ENGINEERING ASSOCIATES, INC.**  
 Consulting Engineers  
 530 WEST HANCOCK BOULEVARD  
 WILMONT PARK, PA 19383-3311  
 TEL: (610) 532-2881  
 FAX: (610) 532-2923

FINAL POST CONSTRUCTION STORMWATER MANAGEMENT/GRADING PLAN  
 THE RESERVES AT STONEY BANK  
 FOR  
**MARK & NANCY BEARD**  
 THORNBURY TOWNSHIP  
 CHESTER HEIGHTS BOROUGH DELAWARE COUNTY, PA.

DWN. BY: J.M.D.	DES. BY: J.M.C.	FIELD BOOK/PAGE: NA	SCALE: 1"=50'	DRAWING NO.: 85124
CHK. BY: M.J.C.	M.J.C.	DATE: 4-07-14	SCALE: 4'-07'-14	SHEET: 4 OF 13 SHEETS

**LEGEND**

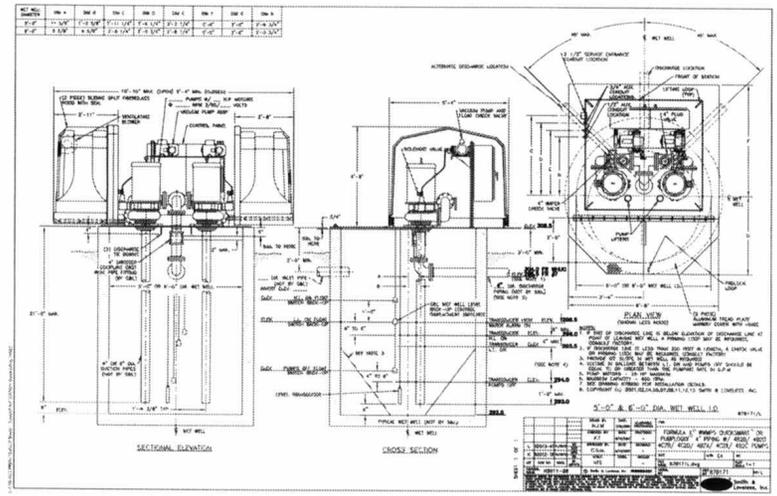
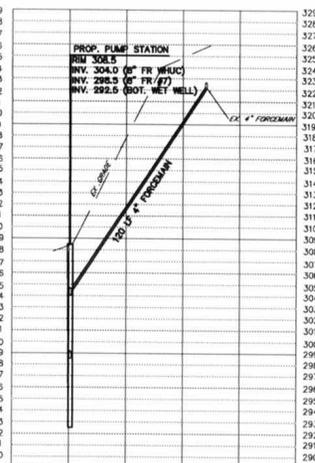
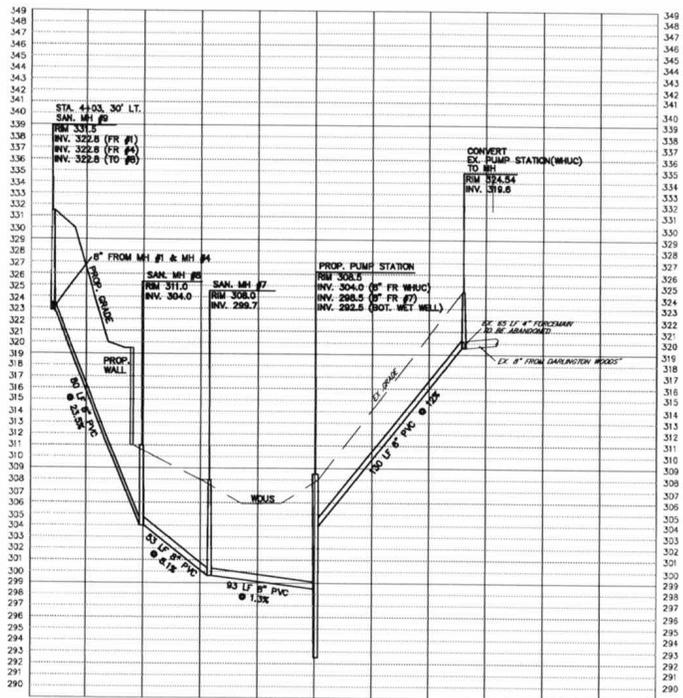
EXISTING	PROPOSED
TREELINE	
SOILS DELINEATION LINE	
CONTOURS	3500
SPOT ELEVATIONS	x 100.00
SANITARY SEWER	—S—
SANITARY FORCEMAIN	—FM—
SANITARY LATERAL	—L—
CLEANOUT	—CO—
GAS MAIN	—G—
WATER MAIN	—W—
STORM SEWER	—D—
INLET	—IN—
ROOF DRAIN	—RD—
DRAINAGE FLOW	—DF—
INFILTRATION TESTING LOCATION	—IA—



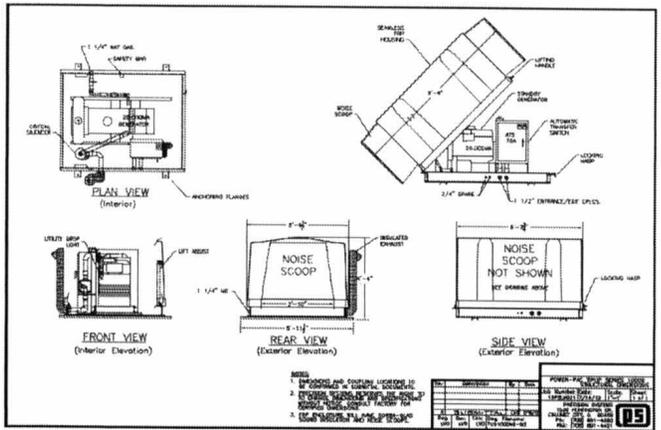




PA ONE CALL No. 20153202569  
**CALL BEFORE YOU DIG!**  
 PENNSYLVANIA LAW REQUIRES  
 3 WORKING DAYS NOTICE FOR  
 CONSTRUCTION PHASE AND 10 WORKING  
 DAYS IN DESIGN STAGE - STOP CALL  
 Pennsylvania One Call System, Inc.  
 1-800-242-1776



PUMP STATION DETAIL



GENERATOR DETAIL

PROFILE SCALE:  
 1" = 50' HORIZ.  
 1" = 5' VERT.

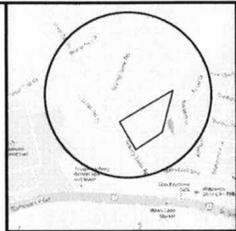
NO.	DATE	REVISION	BY	CHK BY
7	6/15/17	PER BOROUGH ENGINEER	J.M.D.	M.J.C.
6	5/1/17	SAN SEWER	J.M.D.	M.J.C.
5	4/13/17	PER BOROUGH	J.M.D.	M.J.C.
4	12/3/16	PER BOROUGH	J.M.D.	M.J.C.
3	11/2/16	PER BOROUGH	J.M.D.	M.J.C.
2	7/22/16	PER BOROUGH	J.M.D.	M.J.C.
1	2/11/16	FINAL	J.M.D.	M.J.C.

**CATANIA**  
 Consulting Engineers  
 ENGINEERING ASSOCIATES, INC.  
 520 WEST MADRADE BOULEVARD  
 BELMONT PARK, PA. 19013-3311  
 TEL: (610) 532-2884  
 FAX: (610) 532-2923

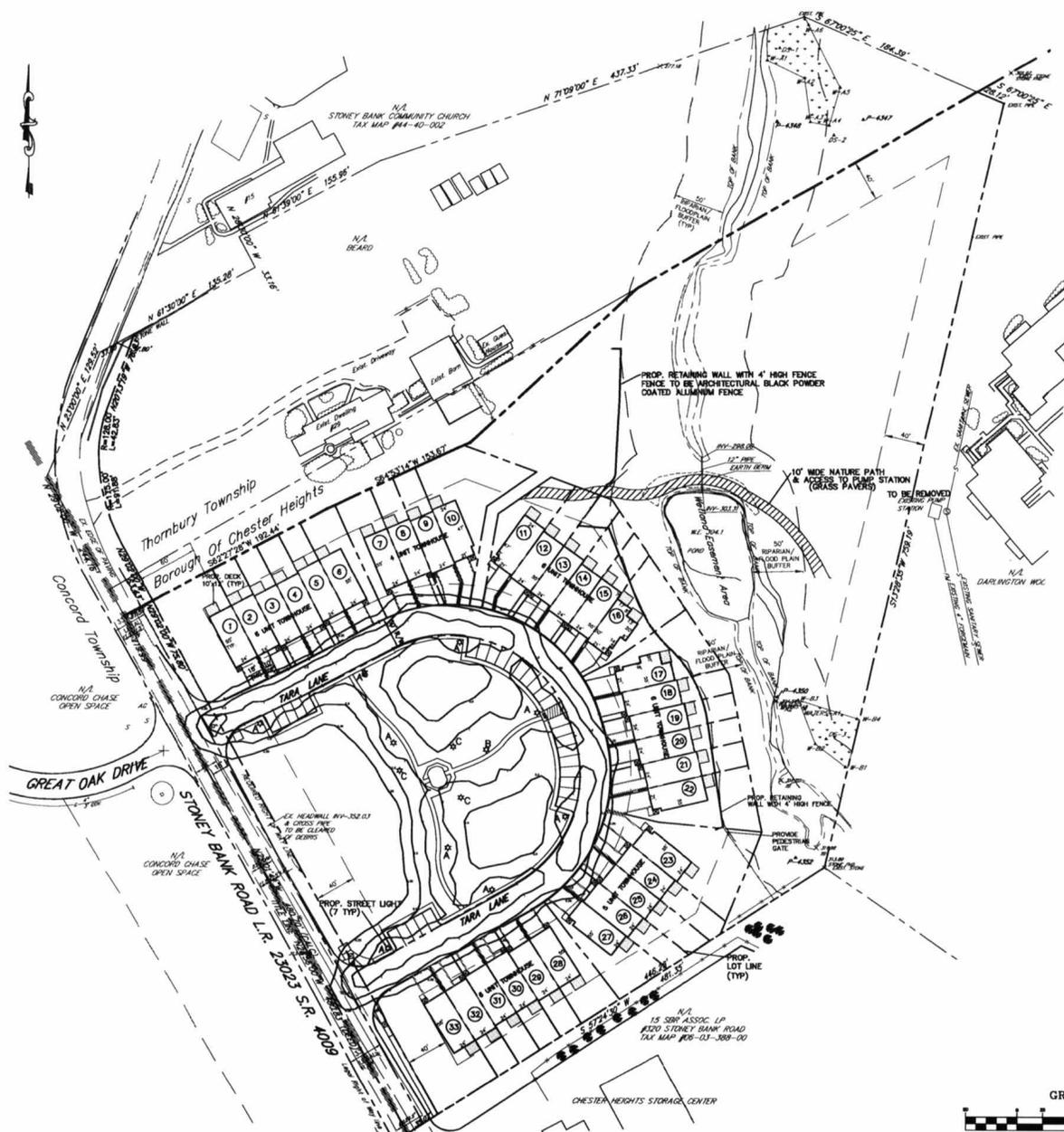
**FINAL SANITARY FORCEMAIN PROFILE**  
 FOR  
**THE RESERVES AT STONEY BANK**  
**MARK & NANCY BEARD**  
 THORNBURY TOWNSHIP  
 CHESTER HEIGHTS BOROUGH  
 DELAWARE COUNTY, PA.

OWN BY	J.M.D.	DES BY	J.M.D.	SCALE	1"=50'	DRAWING NO.	65174
CHK BY	M.J.C.	ISS BY	NA	DATE	4-27-14	SHEET	7 OF 13 SHEETS

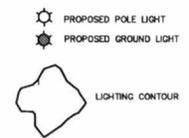




LOCATION MAP  
SCALE: 1"=600'



HOLOPHANE LIGHTING SCHEDULE					
SYMBOL	QTY	Model #	Description	Lamp	Height
A	8	WA15AHP00X3X6	WASHINGTON POSTLITE	150W CLEAR HPS	12' POLE
B	1	WA15AHP00X3FXK	WASHINGTON POSTLITE	150W CLEAR HPS	12' POLE
C	3	PD7QH12JW3GAPDW PDR12 08657X	PREDATOR GROUND FLOODLIGHT	70W CLEAR HPS	GROUND MOUNTED ON YOK



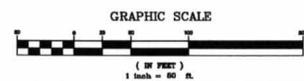
OWNER/APPLICANT/DEVELOPER  
Mark & Nancy Beard  
29 Stoney Bank Road  
Clerk Mills, Pa 19342

NO.	DATE	REVISION	DRN. BY	CHK. BY
11	8/15/17	PER BOROUGH ENGINEER	J.M.D.	M.J.C.
10	5/7/17	SAN. SEWER	J.M.D.	M.J.C.
9	4/13/17	PER BOROUGH	J.M.D.	M.J.C.
8	12/13/16	PER BOROUGH	J.M.D.	M.J.C.
7	11/2/16	PER BOROUGH	J.M.D.	M.J.C.
6	7/22/16	PER BOROUGH	J.M.D.	M.J.C.
5	2/11/16	FINAL	J.M.D.	M.J.C.
4	10/19/15	PER BOROUGH	J.M.D.	M.J.C.
3	7/1/15	PER BOROUGH	J.M.D.	M.J.C.
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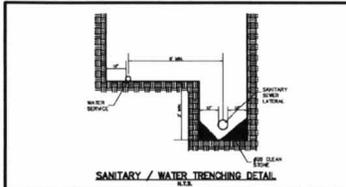
**CATANIA ENGINEERING ASSOCIATES, INC.**  
Consulting Engineers  
320 WEST MOONDAKE BOULEVARD  
MILFORD PARK, PA 19033-3311  
TEL: (610) 532-2884  
FAX: (610) 532-2923

**FINAL LIGHTING PLAN**  
FOR  
**THE RESERVES AT STONEY BANK**  
**MARK & NANCY BEARD**  
THORNBURY TOWNSHIP  
CHESTER HEIGHTS BOROUGH  
DELAWARE COUNTY, PA.

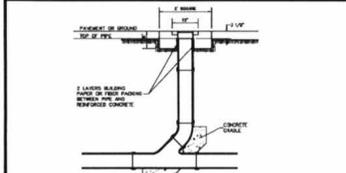


DWN. BY: J.M.D.    DSG. BY: M.A.G.    FIELD BOOK/PAGE: NA    SCALE: 1"=50'    DRAWING NO.: B3124  
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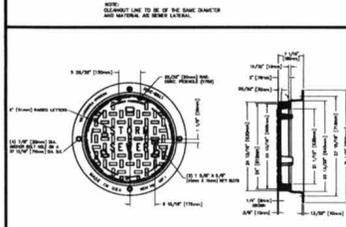




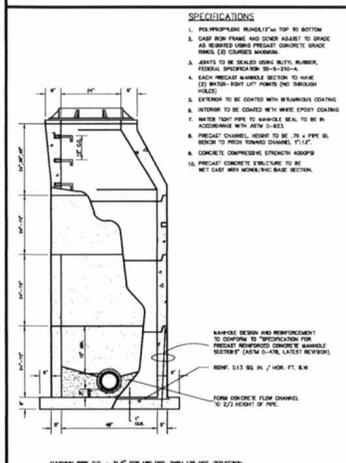
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N.T.S.



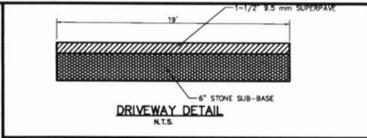
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N.T.S.



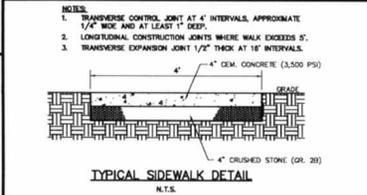
**FRAME AND LID LETTERED "STORM SEWER"**  
N.T.S.



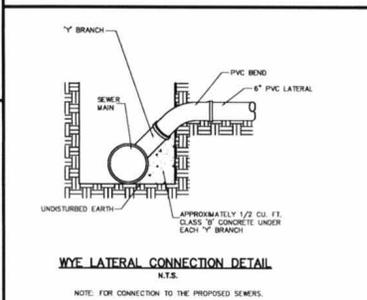
**48" DIA. PRECAST CONCRETE MANHOLE**  
N.T.S.  
**SANITARY/STORM MANHOLE DETAIL**



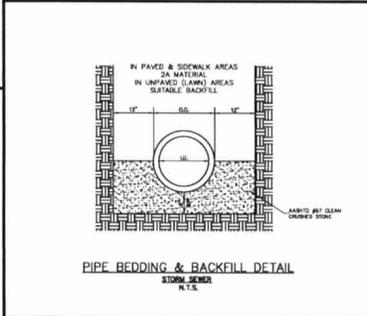
**DRIVEWAY DETAIL**  
N.T.S.



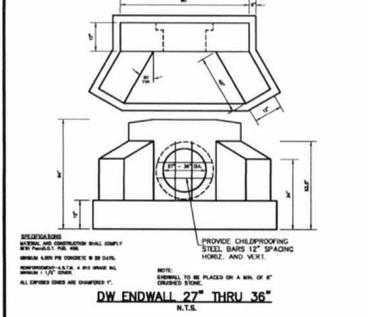
**TYPICAL SIDEWALK DETAIL**  
N.T.S.



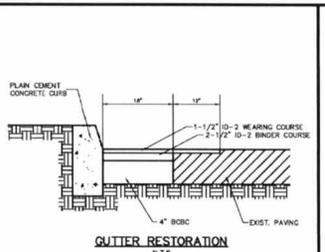
**VYE LATERAL CONNECTION DETAIL**  
N.T.S.



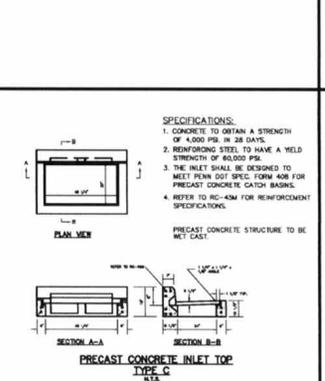
**PIPE BEDDING & BACKFILL DETAIL**  
N.T.S.



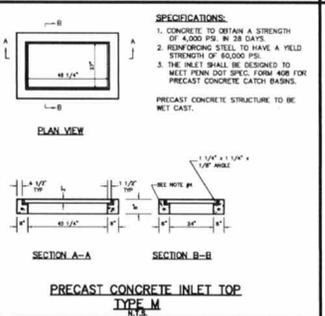
**DW ENDWALL 27" THRU 36"**  
N.T.S.



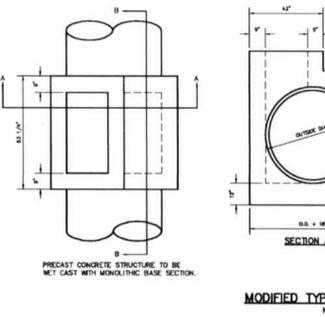
**GUTTER RESTORATION**  
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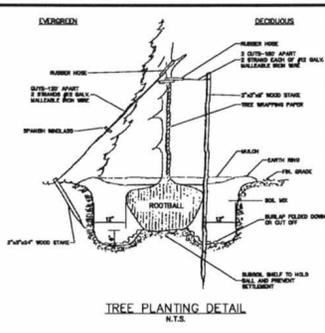
**PRECAST CONCRETE INLET TOP TYPE D**  
N.T.S.



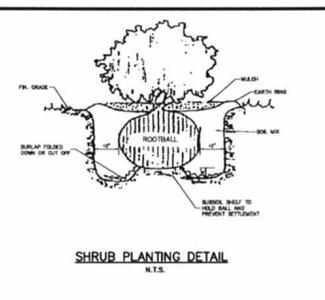
**PRECAST CONCRETE INLET TOP TYPE M**  
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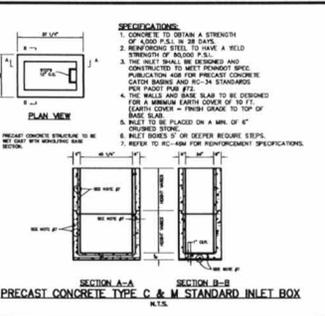
**MODIFIED TYPE LINLET BOX**  
N.T.S.



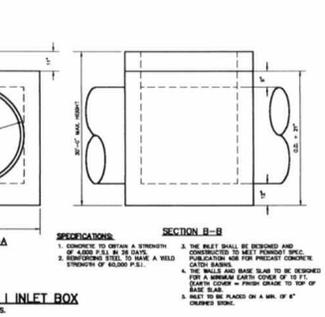
**TREE PLANTING DETAIL**  
N.T.S.



**SHRUB PLANTING DETAIL**  
N.T.S.



**STRUCTURAL STEEL GRATE BICYCLE SAFE**  
N.T.S.



**PRECAST CONCRETE INLET TOP TYPE C & M STANDARD INLET BOX**  
N.T.S.

**GRASS AREA**  
ALL AREAS DESIGNATED FOR GRASS COVER SHALL BE PREPARED AND SEED AS FOLLOWS AND THE MATERIALS SHALL BE APPLIED AT THE RATES INDICATED AND INCORPORATED INTO THE SOIL.

AGRICULTURAL GROUND LIMESTONE - 180 LBS./1000 S.F.  
FERTILIZER - 0-30-20 FORMULA - 20 LBS./1000 S.F.  
FERTILIZER - 10-5-0 FORMULA - 20 LBS./1000 S.F.

PREPARED AREAS SHALL BE SEED WITH "CHAMPION BRAND" PERENNIAL HYBRASS MIXTURE (50% S.R. 4100 - 20% S.R. 4200 - 20% S.R. 4200) SOON AT THE RATE OF 10 LBS./1000 S.F. OF SURFACE AREA AND ROLLED WITH A LIGHT WEIGHT ROLLER. "CHAMPION BRAND" PERENNIAL HYBRASS MIXTURE AS PREPARED BY THE SNEYDEY SEED COMPANY, KING OF PRUSSIA, PA OR EQUIVALENT.

**TEMPORARY SEEDING SPECIFICATIONS**  
SEEDING: 100% COMMON HYBRASS AT 5 LBS./1000 S.F.  
FERTILIZER: 10-5-0 OR EQUAL AT 40 LBS./1000 S.F.  
LIME: GROUND LIMESTONE AT 100 LBS./1000 S.F.

**MULCH - HAY OR STRAW**  
ALL AREAS WHICH ARE SEED WITH EITHER TEMPORARY OR PERMANENT SEED MIXTURES SHOULD BE MULCHED. MULCH IS A LOOSE LAYER 3/4" TO 1" DEEP OF HAY OR STRAW. MULCH REDUCES SOIL EROSION, ADDS SOIL NUTRIENTS, AND CONSERVES MOISTURE. HAY OR STRAW SHOULD NOT BE CHOPPED OR FINELY BROKEN DURING APPLICATION. MULCH SHOULD BE APPLIED AT THE RATE OF 3 TONS PER ACRE, 140 LBS. PER 1000 S.F.

**MAINTENANCE PROGRAM**

1. INSPECT EROSION CONTROL MEASURES WEEKLY AND AFTER EACH SUBSTANTIAL RAINFALL. REPAIR/REPLACE AS REQUIRED.
2. MAINTAIN CONSTRUCTION ENTRANCE. ADD NEW STONE AS REQUIRED.
3. KEEP ALL ROADWAYS, ADJACENT PROPERTIES, AND WATER COURSES FREE FROM ALL DEBRIS, DROPPINGS AND SEDIMENT. IMMEDIATELY REMOVE ANY SUCH ACCUMULATIONS.
4. ALL AREAS WHICH HAVE EXPOSED SHALL BE FILLED, COMPACTED, SEEDED AND MULCHED IMMEDIATELY.

**UNFORESEEN EROSION CONDITIONS**

1. SHOULD UNFORESEEN EROSION CONDITIONS DEVELOP DURING CONSTRUCTION, THE CONTRACTOR SHALL TAKE ACTION TO REPAIR SUCH CONDITIONS AND TO PREVENT DAMAGE TO ADJACENT PROPERTIES AS A RESULT OF INCREASED RUNOFF AND SEDIMENT. STOCKPILES OF WOODS, BRICKS, CRUSHED STONE AND OTHER MULCHES SHALL BE HELD IN READINESS TO DEAL IMMEDIATELY WITH EMERGENCY PROBLEMS OF EROSION.
2. THE CONTRACTOR IS ADVISED TO BECOME THOROUGHLY FAMILIAR WITH THE PROVISIONS OF APPENDIX 64, EROSION CONTROL RULES AND REGULATIONS, TITLE 25, PART 1, DEPARTMENT OF ENVIRONMENTAL RESOURCES, SUB-PART C, PROTECTION OF NATURAL RESOURCES, ARTICLE II, WATER RESOURCES, CHAPTER 102, EROSION CONTROL.
3. PROTECTION TO EXISTING TREES AND SHRUBS SHALL BE TAKEN BY THE CONTRACTOR TO ELIMINATE UNNECESSARY DAMAGE.

6	6/15/17	PER BOROUGH ENGINEER	J.M.D.	M.J.C.
10	5/2/17	SEWER	J.M.D.	M.J.C.
9	4/13/17	PER BOROUGH	J.M.D.	M.J.C.
8	12/13/16	PER BOROUGH	J.M.D.	M.J.C.
7	11/2/16	PER BOROUGH	J.M.D.	M.J.C.
6	7/22/16	PER BOROUGH	J.M.D.	M.J.C.
5	2/11/16	FINAL	J.M.D.	M.J.C.
4	10/19/15	PER BOROUGH	J.M.D.	M.J.C.
3	7/1/15	PER BOROUGH	J.M.D.	M.J.C.
2	5-22-15	REV. LAYOUT	J.M.D.	M.J.C.
1	1-22-15	REV. LAYOUT	J.M.D.	M.J.C.

DESIGNED BY: J.M.D. DRAWN BY: M.J.C.  
CHECKED BY: M.J.C. DATE: 4-07-14

INFORMATION SHOWN ON THIS PLAN IS THE RESULT OF PROFESSIONAL SERVICES RENDERED BY CATANIA ENGINEERING ASSOCIATES, INC. REPRODUCTION OF THIS PLAN FOR THE PURPOSE OF OBTAINING ADDITIONAL COPIES OR REVISING PLAN WITHOUT APPROVAL OF CATANIA ENGINEERING ASSOCIATES, INC. IS PROHIBITED. CERTIFICATION FOR THE WORK CONTAINED HEREIN IS LIMITED TO THE ENTITY FOR WHOM THE WORK WAS PERFORMED, AS OF THE DATE SHOWN ON THE PLAN.

**CATANIA ENGINEERING ASSOCIATES, INC.**  
Consulting Engineers

520 WEST WOODSIDE BOULEVARD  
WILMONT PARK, PA. 19033-3311  
TEL: (610) 532-2884  
FAX: (610) 532-2923

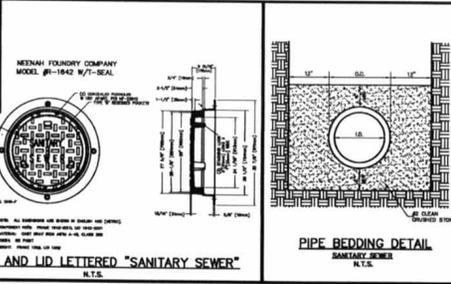
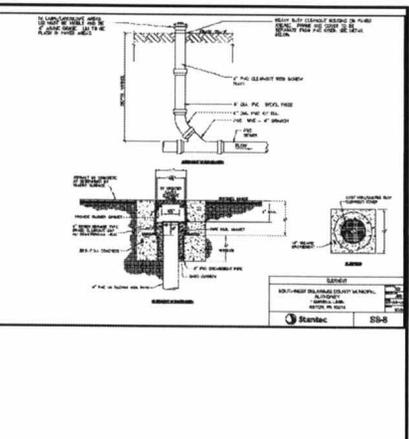
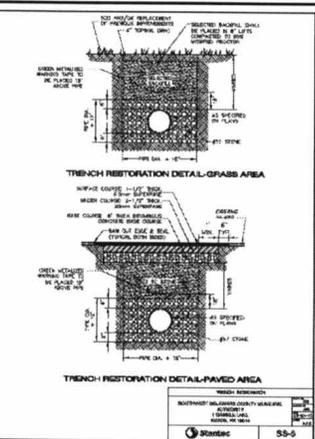
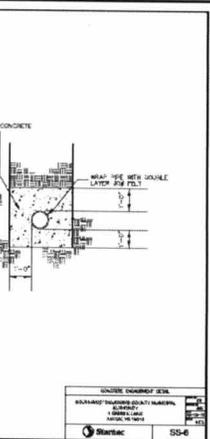
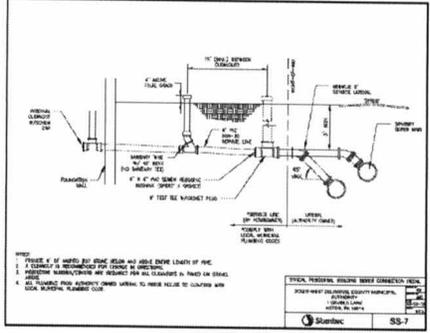
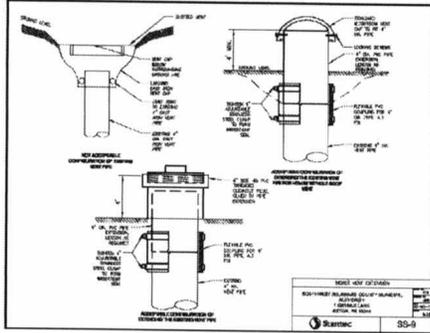
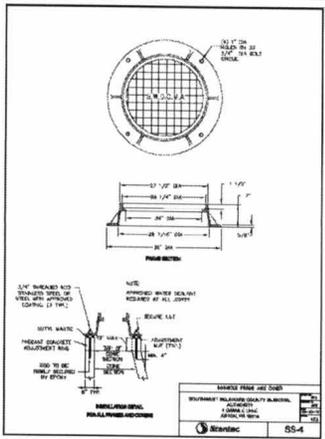
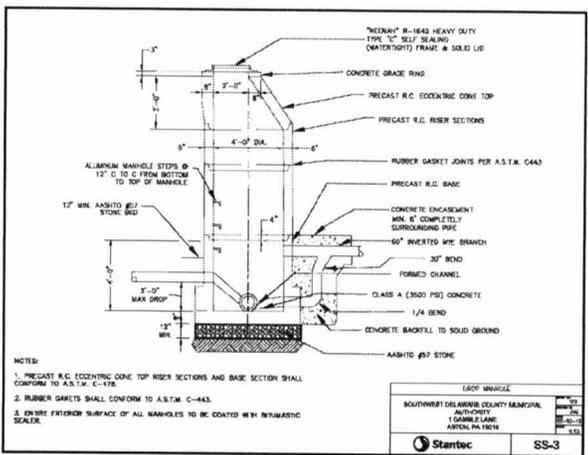
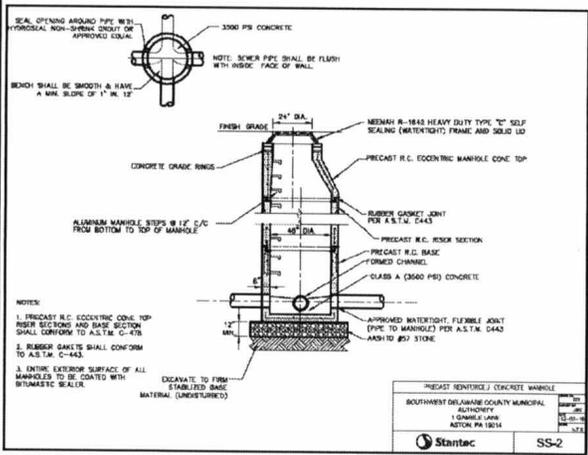
**FINAL DETAILS**  
FOR  
**THE RESERVES AT STONEY BANK**  
**MARK & NANCY BEARD**  
THORNBYR TOWNSHIP  
CHESTER HEIGHTS BOROUGH  
DELAWARE COUNTY, PA.

DWN. BY: J.M.D. DSG. BY: M.J.C. FIELD BOOK/PAGE: NA SCALE: 1"=50' DATE: 4-07-14 SHEET: 11 OF 13 SHEETS



**SANITARY SEWER NOTES**

1. ALL CONSTRUCTION SHALL BE COMPLETED IN ACCORDANCE WITH THE SOUTHWEST DELAWARE COUNTY MUNICIPAL AUTHORITY SPECIFICATIONS.
2. THE OWNER SHALL SCHEDULE A PRE-CONSTRUCTION CONFERENCE WITH THE OWNER, CONTRACTOR, SEWER AUTHORITY AND AUTHORITY ENGINEER.
3. SHOP DRAWINGS AND/OR CATALOG DATA FOR ALL MATERIALS TO BE USED ON THE PROJECT MUST BE SUBMITTED AND APPROVED BEFORE CONSTRUCTION CAN COMMENCE. THIS INCLUDES MANHOLES, FRAMES AND COVERS, PIPE, FITTINGS AND ALL OTHER COMPONENTS OF THE SYSTEM.
4. ALL WORK MUST BE INSPECTED BY THE AUTHORITY ENGINEER PRIOR TO BACKFILLING. ANY WORK COVERED PRIOR TO INSPECTION SHALL BE UNCOVERED AND REINSPECTED BEFORE ANY OTHER WORK PROCEEDS. THE AUTHORITY ENGINEER MUST BE NOTIFIED AT LEAST 24 HOURS IN ADVANCE OF ANY REQUIRED INSPECTIONS.
5. ALL WORK IN THE EXISTING PUBLIC RIGHT-OF-WAY SHALL BE BACKFILLED WITH SELECT BACKFILL, PENNDOT 2A MODIFIED STONE OR APPROVED EQUAL.
6. THE CONTRACTOR SHALL BE REQUIRED TO COMPACT ALL BACKFILL MATERIALS WITHIN THE ROAD RIGHT-OF-WAY TO A MINIMUM OF 90% OF THE MATERIALS MAXIMUM DRY DENSITY AS DETERMINED BY ASTM TEST.
7. ALL MANHOLES LOCATED IN LAWN AREAS SHALL CONTAIN WATERTIGHT FRAMES AND COVERS AND SHALL BE SET 6 INCHES ABOVE GRADE. ALL MANHOLES LOCATED IN UNMAINTAINED EXISTENCE AREAS SHALL CONTAIN WATER-TIGHT FRAMES AND COVERS AND BE SET 3 FEET ABOVE GRADE.
8. W/ TRENCH SURFACES FOR ANY OTHER LANDSCAPING ITEMS MAY BE PLACED WITHIN THE SANITARY SEWER EASEMENT OR WITHIN 10 FEET OF ANY PORTION OF THE PUBLIC SEWER. CONSULT WITH THE LANDSCAPE PLANS SHALL BE RESOLVED IN FAVOR OF THIS NOTE.
9. ALL NEW MANHOLES IN FINED AREAS SHALL BE INSTALLED WITH A HEAT ACTIVATED HDPE-CHERRY MEMBRANE ENTANGLED WITH THE JOINT BETWEEN THE MANHOLE FRAME AND COVER AND OWNED. THE PRODUCT SHALL BE INSTALLED BY A MANUFACTURER CERTIFIED CONTRACTOR. THE MEMBRANE MUST BE INSTALLED PRIOR TO THE MANHOLE VACUUM TEST.



NO.	DATE	REVISION	DMN. BY	OKD. BY
8	6/15/17	PER BOROUGH ENGINEER	J.M.D.	M.J.C.
5	5/1/17	SAN. SEWER	J.M.D.	M.J.C.
4	4/13/17	PER BOROUGH	J.M.D.	M.J.C.
3	12/13/16	PER BOROUGH	J.M.D.	M.J.C.
2	11/2/16	PER BOROUGH	J.M.D.	M.J.C.
1	7/22/16	PER BOROUGH	J.M.D.	M.J.C.

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Consulting Engineers  
520 WEST MARSHALL BOULEVARD  
MILFORD PARK, PA 19033-3311  
TEL. (610) 532-2864  
FAX. (610) 532-2923

**FINAL DETAILS FOR THE RESERVES AT STONEY BANK MARK & NANCY BEARD**

**THORNBURY TOWNSHIP CHESTER HEIGHTS BOROUGH DELAWARE COUNTY, PA.**

**PIPE BEDDING DETAIL SANITARY SEWER N.T.S.**

**DRW. BY: J.M.D. OKD. BY: M.J.C. SCALE: 1"=50' DRAWING NO. 1-585724-107**  
**DRW. BY: J.M.D. OKD. BY: M.J.C. DATE: 2-11-18 SHEET 12 OF 12 SHEETS**

**EXHIBIT "C"**

**FINAL POST CONSTRUCTION STORMWATER  
MANAGEMENT/GRADING PLAN  
DATED 4-07-14, LAST REVISED 12/9/16**



**EXHIBIT "D"**

**LEGAL DESCRIPTION FOR  
PROPOSED TEMPORARY CONSTRUCTION EASEMENT**



# CATANIA ENGINEERING ASSOCIATES, INC.

Consulting Engineers & Land Surveyors

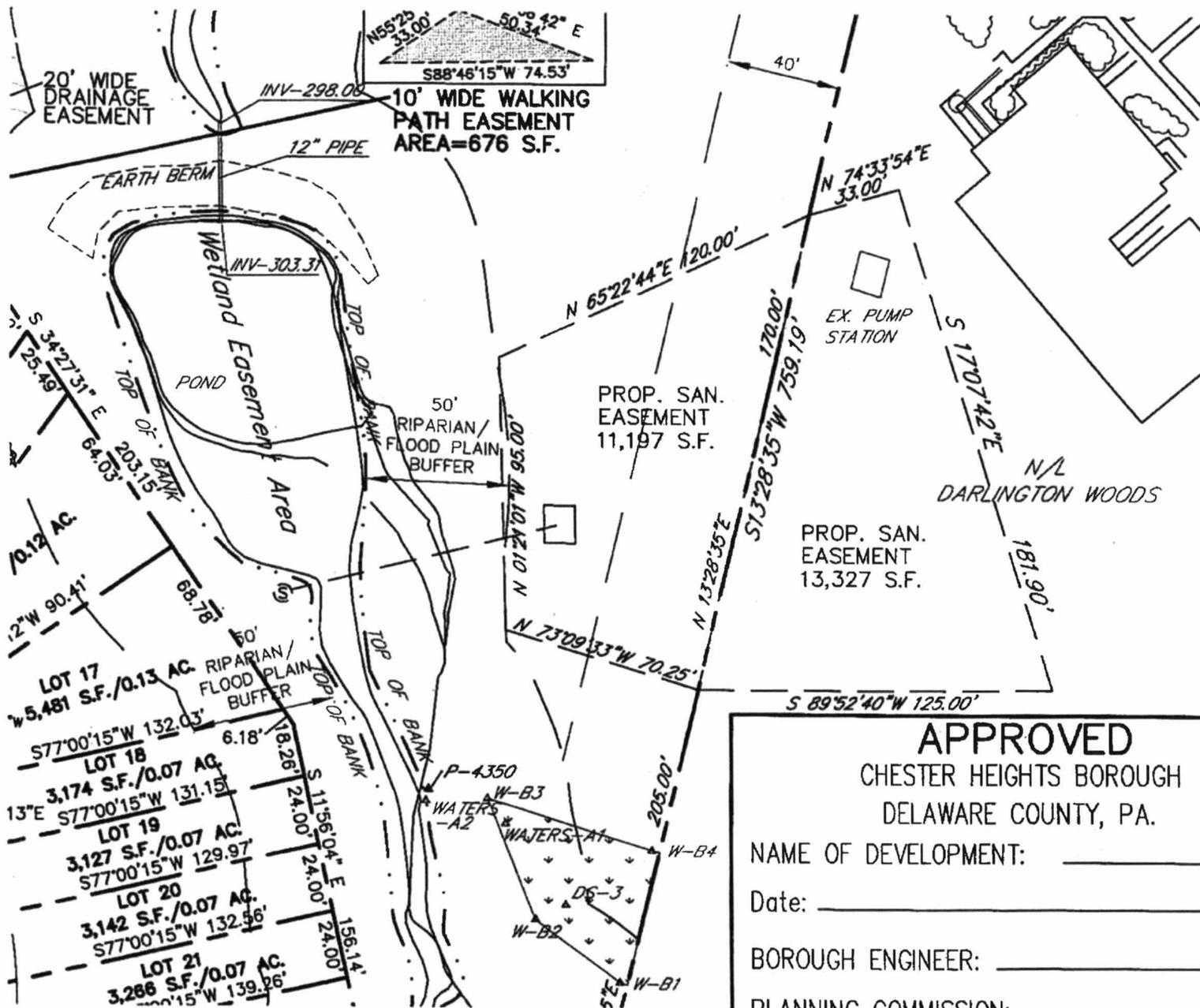
Legal Description  
Reserves at Stoneybank  
Sanitary Sewer Pump Station  
Proposed Darlington Woods Temporary Sewer Easement

December 29, 2016  
File #85124

ALL THAT CERTAIN strip of land and appurtenances thereto situate in the Borough of Chester Heights, County of Delaware, and Commonwealth of Pennsylvania, and being more fully described according to wit:

BEGINNING AT A POINT, said point being located in the northeastern property line of the open space of the Reserves at Stoney Bank, with same line being in common with the open space of Darlington Woods and located by the following three courses and distances; the first point being located in the titleline of Stoney Bank Road (46.5 feet wide), 752 feet more or less Northwestwardly from the center line of Baltimore Pike; THENCE leaving Stoney Bank Road, N 57°24'30" E, 481.35 feet to a point; THENCE N 13°28'35" E, 205.00 feet to a point and said place of beginning; THENCE extending from said point of beginning (1) N 13°28'35" E, 170.00 feet to a point; THENCE (2) N 74°33'54" E, 33.00 feet to a point; THENCE (3) S 17°07'42" E, 181.90 feet to a point; THENCE (4) S 89°52'40" W, 125.00 feet to a point and said place of beginning.

CONTAINING 13,327 square feet of land more or less.



ZONING REQ  
(Borough of Ches

"MHP" Mobile Hor  
(Min Lot Area

- Front Yard
- 25' Interior
- Outbound Setba
- Unit Setback
- Common Open
- Parking

PROPOSED ZONIN

Tract Area

Density

Lot Area

Exterior Road /  
Interior Road  
Distance Between

Unit Width  
Tract Frontage  
Building Height  
Impervious Cover

Rear Yard

Open Space

Parking

**EXHIBIT "E"**

**LEGAL DESCRIPTION FOR  
PROPOSED PERMANENT SEWER EASEMENT**



# CATANIA ENGINEERING ASSOCIATES, INC.

Consulting Engineers & Land Surveyors

Legal Description  
Reserves at Stoneybank  
Sanitary Sewer Pump Station  
Proposed Permanent Sewer Easement

December 29, 2016

File #85124

ALL THAT CERTAIN strip of land and appurtenances thereto situate in the Borough of Chester Heights, County of Delaware, and Commonwealth of Pennsylvania, and being more fully described according to wit:

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CONTAINING 11,197 square feet of land more or less.

