

CHARTER, ORDINANCES,

AND

RESOLUTIONS

OF THE

CITY OF CHESTER,

From September 19th, 1826,
To April 1st, 1892.

PUBLISHED UNDER THE SUPERVISION OF A JOINT COMMITTEE OF
SELECT AND COMMON COUNCILS.

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under existing ordinances, or for the registration of dogs, to pay to the City Treasurer the amount required for the issuing of such license or registry, and upon presenting such receipt to the Clerk of Council, said Clerk shall deliver to the applicant such license or certificate of registry.

SEC. 3. Upon presentation of such certificate or registry of a dog to the Chief of Police, he shall furnish to the applicant a collar for such dog, as provided by existing ordinances.

SEC. 4. Each applicant for a license shall pay to the City Treasurer the sum of fifty cents and to the Clerk of Council the sum of fifty cents, as fees for issuing such license, in addition to the amount required to be paid to the City for such license; this section not to apply to the registration of dogs.

SEC. 5. The City Treasurer and the Clerk of Council shall keep separate detailed accounts of all licenses issued, and license and registry fees received, and report to Council monthly.

SEC. 6. Any violation of the provisions of this ordinance shall subject the offender to the penalty of a fine of not more than fifty dollars, in addition to such penalties as are now provided for the infraction of existing ordinances upon the same subject matter, to be recovered as fines and penalties are recoverable by law, before the Mayor, City Recorder, or any of the Aldermen of the said City.

SEC. 7. All ordinances, or parts of ordinances, inconsistent with the provisions of this ordinance, be, and the same are hereby repealed.

Approved March 21st, 1887.

A BILL

To Ratify and Confirm an Ordinance Directing the Corporate Authorities of the City of Chester to Enter into and Execute an Agreement with the South Ward Water Works and the New Chester Water Company for a Sale and Transfer of the Property of the South Ward Water Works to the New Chester Water Company, under the Conditions set out in the Agreement; and to Ratify and Confirm the Action of the Corporate Authorities of the City of Chester in Executing and Delivering the said Contract.

SECTION 1. *The Mayor and Council of the City of Chester do ordain*, That an ordinance entitled "An Ordinance Directing

the Corporate Authorities of the City of Chester to enter into and execute an agreement with the South Ward Water Works and the New Chester Water Company for a sale and transfer of the property of the South Ward Water Works to the New Chester Water Company, under the conditions set out in the agreement," approved the 31st day of May, A. D. 1887, be, and the same is hereby ratified and confirmed as the same is hereinafter fully set out, and that the action of the Corporate Authorities of the City of Chester, to wit, the Mayor, President of Council and Clerk of Council, in executing the agreement provided for in the said ordinance as therein directed on the said 31st day of May, 1887, be, and the same is hereby ratified and confirmed. The said ordinance, as adopted and hereby ratified, being in the following words: An Ordinance Directing the Corporate Authorities of the City of Chester to enter into and execute an agreement with the South Ward Water Works and the New Chester Water Company for a Sale and Transfer of the Property of the South Ward Water Works to the New Chester Water Company under the Conditions set out in the Agreement.

SECTION I. *The Mayor and Council of the City of Chester do ordain*, That the corporate authorities of the City of Chester, to wit: The Mayor, President of Council and Clerk of Council (who shall affix the corporate seal of the City to said agreement) are hereby authorized, empowered and directed to enter into and execute the following agreement with the respective parties therein named, and in the form following, viz:

This tripartite agreement made this thirty-first day of May, A. D. 1887, between David M. Johnson, Thomas J. Houston, William C. Gray, John Lilley, Jr., and Jesse W. Rawcliffe, members of the City Council of the City of Chester, in the State of Pennsylvania, for the South ward thereof, and ex-officio corporators of the Water Works of the said South ward of the one part; the City of Chester, in the State of Pennsylvania, of the second part, and the New Chester Water Company, a corporation of the State of Pennsylvania, of the third part.

WITNESSETH, That whereas the said party of the first part were created a corporation by the Act of Assembly of the State of Pennsylvania aforesaid, approved the second day of March, A. D. 1867, and empowered therein and by supplements thereto to supply the said South ward and the City of Chester and adjacent districts with water, and thereby represents the public which is interested in an adequate supply of pure water in the districts aforesaid;

As such corporation the said party of the first part in the exercise of the powers conferred upon it by the said Acts of Assembly has become the owner of a pumping station, reservoir system of pipes and appurtenances in the City of Chester, and is also possessed of divers choses in action;

AND WHEREAS the said party of the first part is of the opinion that the interests which it represents as aforesaid will be better subserved by the performance of the contract as hereinafter set forth;

AND WHEREAS the said party of the second part is also interested that there shall be at all times furnished to the public an adequate supply of pure water, and likewise believes that such interests will be better subserved by the performance of this contract;

AND WHEREAS the said party of the second part has the power, by virtue of the seventh section of the Act of March 2, 1867, to purchase the said water works and appurtenances belonging to the said party of the first part—the term of twenty years from the introduction of water into the City of Chester by the said party of the first part having expired;

AND WHEREAS the said party of the third part has been incorporated under the Act of Assembly of the Commonwealth of Pennsylvania, approved the 29th day of April, A. D. 1874, as a water company for the City of Chester and neighboring districts;

Now, therefore, the said party of the first part, for and in consideration of the performance of this contract on the part of the said party of the third part, its successors and assigns, hereby agrees to grant, bargain, and sell to the said party of the third part, its successors and assigns, all the real and personal estate belonging to it, as of the first day of July, A. D. 1887, a schedule of which is hereto annexed, marked "A," and hereby covenants with the said party of the third part, its successors and assigns, to deliver to it on the first day of July, A. D. 1887, all such necessary deeds, transfers, and other instruments of writing, requisite to vest the said real estate in the said party of the third part in fee simple, and the said personal estate in the said party of the third part absolutely, and hereby covenants and agrees to permit the said party of the third part to sue for and collect in its name, all choses in action belonging to it the said party of the first part, of the date aforesaid; keeping the said party of the first part at all times indemnified, against costs and charges incurred in said suits.

The said party of the second part, for and in consideration of the performance of this contract, on the part of the said party of the third part, its successors and assigns, hereby agrees to abstain from exercising its power of purchase above referred to, and hereby assigns, transfers and sets over to the said party of the third part, its successors and assigns, all its right and power of purchase above specified.

In consideration of the foregoing, the said party of the third part, its successors and assigns, hereby agrees to assume and pay all the outstanding bonds of the said party of the first part, a schedule of which is hereto annexed marked "F," as the same may from time to time mature; and until such time of payment, the said party of the third part, its successors and assigns, further agrees to pay the interest and taxes upon the said outstanding bonds, as the same shall from time to time mature. The said party of the third part, its successors and assigns, further agrees to pay all of the floating debt of the said party of the first part, in cash on July 1, 1887, as the same shall exist at that time, and assume all the liabilities of the said party of the first part as of July 1, 1887, a schedule of the said floating debt and liabilities being hereto annexed and marked "F." As security for the faithful and prompt payment of the said bonds, interest and floating debt, the said party of the third part gives to the said party of the first part the following security, to wit: A special deposit of cash in The Chester National Bank, of Chester, Pa., to the amount of three hundred thousand dollars on the first day of July, A. D. 1887, out of which the said bonds and floating debt shall be paid.

The said party of the third part, its successors and assigns, further agrees with the said parties of the first and second part, their respective successors and assigns, that it will increase from time to time the amount of supply and pressure on pipes, and the purity of water supplied over and above the present capacity of the South Ward Water Works, and as speedily as practicable to be done, by the erection of a reservoir on "Harrison's hill," and by other means; and will furnish water to the people of Chester and adjacent districts at charges which shall not exceed the schedule of rates which is hereto annexed and marked "G" and made part of this agreement. If at any time in the future the said party of the third part, its successors or assigns, shall exceed any of the charges specified in the said schedule, it shall and may be lawful for the City of Chester to give written notice to the said party of the third part, its successors and assigns, of

such violation of this agreement, and if the same be not corrected within thirty days from the service of said notice, then the said parties of the second and third parts hereby agree, that the time limited by law for the purchase of said water works by the City of Chester, to wit, twenty years, shall be reduced to the date of the said breach of this contract, and thereupon the City of Chester shall have the power, at its option, either to take the said water works under the provisions of existing law, or shall have power to take the said water works as of its right of eminent domain. If the City of Chester shall elect to take the said water works, as of its right of eminent domain, the value thereof shall be ascertained by a jury, appointed by the Court of Common Pleas of Delaware county in the same manner as juries are appointed under the general railroad law of 1849 and its supplements, and thereupon proceedings shall be had in the said Court, in the same manner and with the same force and effect, as provided by the general railroad law, with the same right of appeal and writ of error as now exists by law, and the valuation as thus ascertained shall be final and conclusive between the parties, and upon the payment of the said amount by the City of Chester to the said party of the third part, its successors and assigns, all the property, powers, rights, franchises and appurtenances, at that time belonging to the said party of the third part, shall vest in the City of Chester.

Providing that nothing in this covenant contained shall be construed to deprive the said party of the third part of any right of appeal to the Court of last resort, on the question of the amount of such valuation, or to deprive it of the right to apply for a change of venue, or of any other right of remedy that other suitors enjoy under the law in similar proceedings.

And it is further provided that the application of the said party of the second part to said Court shall be made after thirty days notice to the said party of the third part, its successors and assigns, so that it, them or any of them shall have an opportunity of answering and having determined by the said Court the averments of the said petition as to breach of this contract.

It is further agreed by the said parties of the first and third parts, that the charter franchises of the said party of the first part shall hereafter be limited and restrained to whatever is necessary to enforce a compliance with this contract, and the said powers and franchises shall not be operated in any way hereafter except for the purposes of the suits and collections of

the choses in action hereinbefore referred to and the enforcement of this contract.

And further, the parties of the first and second parts, at the expense of the New Chester Water Company, agree to join in any judicial or legislative action that may be deemed expedient to give full legal force and effect to this agreement and the ratification thereof. But a failure to procure such judicial or legislative action shall not be deemed a breach of this contract on the part of the said party of the first part. All suits pending between any of the parties hereto shall be discontinued, and all unpaid costs shall be paid by the said party of the third part.

All amounts owing to the said party of the first part for unpaid water mains now laid, and for interest on such unpaid water mains, are reserved by the said party of the first part from the operation of the transfer or assignment herein contracted for, and the franchise of collecting the cost of water mains and interest, is expressly reserved by the said party of the first part from the operation of this contract. And it is agreed that all claims of the said party of the first part, for unpaid water mains and interest on same, shall be absolutely extinguished, and the said party of the first part absolutely debarred from ever collecting the same or any part thereof.

SEC. 2. That the maximum schedule of water rates hereby agreed to and designated in said agreement as Schedule "G," shall be as follows:

SCHEDULE "G" WATER RATES.

Hydrants, - - - - -	\$ 8 00
Tap, - - - - -	6 00
Bath Tub, - - - - -	5 00
Wash Pave, - - - - -	6 00
Basin in Pantry, - - - - -	4 00
Basin in Chamber, - - - - -	2 00
Water Closets and Urinals (self-closing),	2 00
Water Closets (other descriptions), - - -	4 00

STORES.

Hydrant in yd., or Basin in store, 1 tap, -	6 00
Each Basin in sink additional, - - -	3 00
Water Closets and Urinals (self-closing), -	3 00
Other descriptions, - - - - -	6 00

BARBER SHOPS.	
1 Chair,	9 00
Each additional chair,	2 00
DRUG STORES.	
1 Hydrant or sink,	10 00
Each additional sink,	4 00
BAKERIES.	
Family Bakers,	6 00
LIVERY STABLES.	
Each stall,	2 00
Each 4 wheel vehicle,	2 00
Each 2 wheel vehicle,	1 00
PRIVATE STABLES.	
Each stall,	1 50
Each 4 wheel vehicle,	2 00
Each 2 wheel vehicle,	1 00
PUBLIC BUILDINGS.	
Hydrants (each),	10 00
Each basin or sink in Public Buildings,	6 00
Water Closets or Urinals (self-closing),	9 00
Water Closets or Urinals of other descriptions,	20 00
PUBLIC SCHOOLS.	
Each 100 children,	5 00
LAUNDRIES.	
Rated according to capacity not less than Printing offices (special).	6 00
OFFICES.	
1 Sink or basin in office (private attachment),	3 00
HOTELS, SALOONS, RESTAURANTS.	
Tap,	6 00
Hydrant,	8 00
Hotel and saloon bar, with or without water,	20 00
Hydrant in restaurant bar,	10 00
Wash-basins each,	4 00
Slop sink,	6 00
Bath for use of boarders,	12 00
Each additional bath,	6 00
Wash tubs in laundry each,	3 00
Water Closets and Urinals (self-closing),	10 00
Of other descriptions,	20 00
Horse trough,	20 00

KITCHEN.

According to capacity and number of drawing
cocks, - - - 6 00 to 25 00

BUILDING PURPOSES.

Brick, per 1000, - - - - - 06
Stone, per perch, - - - - - 04

ENGINES.

High pressure, per horse power, - 3 00
Low pressure, per horse power, boiler only, 4 00

FOUNTAINS.

Flowing ten hours per day for four months of
the year from a $\frac{1}{2}$ inch ferule (five dollars
being always charged on the first opening), 5 00
For the first jet of 1-16 of an inch, - 15 00
For each additional jet of 1-16 of an inch, - 3 00
For the first jet of $\frac{1}{8}$ of an inch, - 18 00
For each additional jet of $\frac{1}{8}$ of an inch, - 5 00
For the first jet of $\frac{1}{4}$ of an inch, - 35 00
For each additional jet of $\frac{1}{4}$ of an inch, - 22 00
For $\frac{1}{2}$ inch jet, - - - - 80 00

For ferule larger than $\frac{1}{2}$ inch granted for foun-
tains exclusively.

Mills, Founderies, Shipyards, Dye-houses, Bot-
tling Establishments, Railway Stations, and
other manufacturing and industrial establish-
ments where metre is not used, governed by
special rates, based on number and character
of openings and estimated consumption of
water.

500 gallons and under per day, 1000 gallons, 30 00
500 to 1000 gallons " " " 25 00
1000 " 2000 " " " " 20 00
2000 " 5000 " " " " 17 00
5000 " 10000 " " " " 15 00
10000 " 25000 " " " " 12 00
25000 and upwards per day, per 1000 gallons, 10 00

CITY PLUGS.

Flushing sewers every two weeks under super-
intendence of Water Company; all new plugs
at expense of Water Company, - 40 00
Approved May 31, 1887.