GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

Act 537 Special Study:
Towamencin Township, Montgomery County
Acquisition of Towamencin Township / Towamencin Municipal Authority Sewage Facilities by NextEra Water Pennsylvania, LLC

Prepared For:

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Hatfield Township
1950 School Road
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Lansdale Borough
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Franconia Township
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TABLE OF CONTENTS

Plan Summary

	A.	Facilities To Be Acquired	3
	B.	Private Sewerage Facilities Not Being Acquired	4
	C.	Necessary Institutional Arrangements to Implement Selected Alternative	5
	D.	Estimated Cost of Implementing Acquisition	5
	E.	Municipal and NextEra Water Pennsylvania, LLC Commitments	5
	F.	Implementation Schedule	6
I.		Previous Sewage Facilities Planning	
	A.	Previous Wastewater Planning	7
	B.	Sewage Facilities Planning Not Implemented	7
	C.	Sewage Facilities Planning Anticipated by a Chapter 94 Corrective Action Plan	7
	D.	Sewage Facilities Planning Modules, Exemptions or Addenda	7
II.		Physical And Demographic Characteristics	
	A.	Identification of Planning Area	8
	B.	Physical Characteristics	8
III.		Existing Sewage Facilities in The Planning Area	
	A.	Wastewater Treatment Plant	8
	B.	Sewage Pumping Stations	10
	C.	Collection and Conveyance Systems	11
	D.	Descriptions of Problems with Existing Facilities	12
	E.	Proposed Upgrades of Treatment Facilities	12
	F.	Disposal Areas	12
IV.		Future Growth and Land Development	
	A.	Undedicated Sewer Infrastructure	12
	B.	Previously Approved Land Development	12
V.		Identify Alternatives	
	A.	Alternative 1 – No Action Alternative	13
	B.	Alternative 2 – Sell Towamencin Township System to NextEra Water Pennsylvania, LLC	13
VI.		Evaluation Of Alternatives	
	A.	Water Quality Standards and Effluent Limitations	13
	B.	Purchase Price	14
	C.	Implementation of Alternatives	14
	D.	Administrative Organizations and Legal Authority	14

TABLE OF CONTENTS

VII. Institutional Evaluation
A. Institutional Alternatives Necessary for Implementation 15
B. Description of Administration and Legal Activities 16

VIII. Implementation Schedule and Justification for Selected Alternative 19

LIST OF APPENDICIES

Appendix A – Resolution for Municipal Adoption – Towamencin Township A
Appendix B – Public Notice B
Appendix C – Public Comment and Responses C
Appendix D – Components 4A, 4B and 4C from Public Agencies D
Appendix E – Resolution from Adjacent Municipalities E
Appendix F – Asset Purchase Agreement F
Appendix G - Towamencin Township Sanitary Sewer Service Area Map G
Appendix H – Towamencin Township Sanitary Sewer System Ownership Map H
Appendix I - Sewage Grinder Pumps Ordinance I
Appendix J – Sanitary Sewer Lateral Ordinance J
Appendix K – Fats, Oils and Grease (FOG's) and Industrial Pretreatment Ordinance (IPP) K
Appendix L – On-Lot Disposal System Ordinance (OLDS) L
Appendix M – Water Quality Management Permits M
Appendix N – Intermunicipal Agreement Lower Salford Township N
Appendix O - Intermunicipal Agreement Upper Gwynedd Township O
Appendix P - Milestone/Hollis Hills Development - Worcester Township P
Appendix Q - Intermunicipal Agreement Lansdale Borough Q
Appendix R – Intermunicipal Agreement – Ashers - Franconia Township R
Appendix S – Intermunicipal Agreement Hatfield Township S
Appendix T – Act 537 Plan Content and Environmental Assessment Checklist T

PLAN SUMMARY

The purpose of this Act 537 Plan is to obtain planning approval from the Pennsylvania Department of Environmental Protection (PADEP) for the acquisition of the Towamencin Township's sewage facilities by NextEra Water Pennsylvania, LLC, which is a proposed regulated public utility under the jurisdiction of the Pennsylvania Public Utility Commission (PaPUC). The Township's sewage facilities include collection/conveyance sewers, three pump stations and their associated force mains and a wastewater treatment plant (WWTP), which is located at 2225 Kriebel Road in Towamencin Township. The Township's sewage facilities serve Towamencin Township, and small areas of Upper Gwynedd Township, Worcester Township, Lower Salford Township, Hatfield Township, Franconia Township and Lansdale Borough. Towamencin Township entered into an agreement with NextEra Water Pennsylvania, LLC that details the conditions and responsibilities of each party relative to the acquisition. It is the intent of NextEra Water Pennsylvania, LLC, after approval of this Act 537 Plan from PADEP, to obtain approval from the PaPUC for the acquisition and the establishment of a Service Territory for Towamencin Township and those portions of Upper Gwynedd Township, Worcester Township, Lower Salford Township, Hatfield Township, Franconia Township and Lansdale Borough that are currently customers of Towamencin Township.

No existing or projected conditions have been identified that would warrant upgrades to the Township's sewage facilities at this time. This plan is consequently intended to solely address the transference of ownership as noted above.

The content of this Plan has been prepared in accordance with the PADEP outline entitled *Act 537 Planning, Sale of Sewage Facilities, Special Study Outline.*

A. Facilities to Be Acquired

The facilities to be acquired by NextEra Water Pennsylvania, LLC include the following:

- Towamencin Municipal Authority Wastewater Treatment Plant
  Location: 2225 Kriebel Road in Towamencin Township
  Permitted Capacity: 6.5 MGD Max. Month: 7.3 MGD
  NPDES Permit No.: PA0039004
  Water Quality Management Permit No.: 4619403

- Rittenhouse Road Pumping Station and associated force main
  Location: Located on a 9,504 SF parcel at 1700 Old Forty Foot Road at the intersection of Old Forty Foot Road and Rittenhouse Road
  Permitted Capacity: 8.5 MGD hydraulic; Planning: 3.65 MGD
  Water Quality Management Permit No.: 4687464

- Hollis Hills Pumping Station and associated force main
  Location: Located within an easement on a 3.46-acre parcel at 2033 Hollis Road in Worcester Township.
  Permitted Capacity: 16,000 GPD (40 EDU @ 400 GPD/EDU)
  Hydraulic Capacity: 120 GPM
  Water Quality Management Permit No: Permit Not found by PADEP

- Milestone Pumping Station and associated force main
  Location: Located on a parcel of land adjacent to a residence at 3074 Scheid Road in Worcester Township.
  Permitted Capacity: 27,600 GPD (69 EDU @ 400 GPD/EDU)
  Hydraulic Capacity: 120 GPM
  Water Quality Management Permit No.: 4676422

- The Towamencin Township wastewater collection and conveyance system consisting of approximately 420,000 linear feet of 8-inch, 10-inch, 12-inch, 15-inch and 21-inch diameter sanitary sewer pipes constructed of various materials.

- Approximately 110,000 linear feet of sanitary sewer service laterals.

- 2,000 sanitary sewer manholes

B. Private Sewerage Facilities Not Being Acquired

There are multiple private sewerage facilities located in the Township that will not be acquired by NextEra Water Pennsylvania, LLC and will not be affected by this Special Study. These sewerage facilities shown on the sewer system map in Appendix H are as follows:

- Jacobs Woods Apartments
- Main Street Apartment Homes
- Lidl Shopping Center
- Clemens Food Group
- Walton Farm Elementary School
- Presentation of Our Lord Ukrainian Catholic Church
- Allen Forge Shopping Center
- Forge Gate Apartments
- Dock Community
- Christopher Dock High School Pump Station and Force Main
- Gehman Center
- Walnut Meadows
- Towamencin Corporate Center
- Timber Creek at Towamencin
- Chatham Village at Towamencin
- Towamencin Condominium

- Fischer's Park Pump Station and Force Main
- Molly's Country Kennels Pump Station and force Main (Worcester Township)
- Cedars Country Store Pump Station and Force Main (Worcester Township)

C. Necessary Institutional Arrangements to Implement Selected Alternative

The Township's sewage facilities provide service to Towamencin Township and small areas of Upper Gwynedd Township, Worcester Township, Lower Salford Township, Hatfield Township, Franconia Township and Lansdale Borough. This Act 537 Plan addresses the institutional arrangements for acquisition, ownership and operation of the Township's sewage facilities. The proposed asset acquisition does not require new departments or municipal authorities. NextEra Water Pennsylvania, LLC will obtain the certificated franchise territory from the PaPUC. Users who are now direct customers of Towamencin Township or customers of adjacent municipally owned sanitary sewer systems connected to the Towamencin sewer system, including those in areas of Upper Gwynedd Township, Worcester Township, Lower Salford Township, Hatfield Township, Franconia Township and Lansdale Borough, will become customers of NextEra Water Pennsylvania, LLC. NextEra Water Pennsylvania, LLC will own and operate Towamencin Township's sewage facilities. As owner and operator of the wastewater system, NextEra Water Pennsylvania, LLC will be responsible for the operation, maintenance, repair, replacement, and monitoring of all elements of the wastewater system. Legal actions required to implement the sale of the Township's sewage facilities to NextEra Water Pennsylvania, LLC will include such items as change in ownership of assets and transfer of permits, rights-of-ways, easements and property. Prior to acquisition of the Township's sewage facilities by NextEra Water Pennsylvania, LLC, Towamencin Township and NextEra Water Pennsylvania, LLC will enter into an Assignment Agreement whereby Towamencin Township will assign all its rights, obligations, and liabilities under previous sewer agreements, included in the appendices, with Upper Gwynedd Township, Worcester Township, Lower Salford Township, Hatfield Township, Franconia Township and Lansdale Borough to NextEra Water Pennsylvania, LLC.

D. Estimated Cost of Implementing Acquisition

The purchase price for the Township's sewage facilities assets is One Hundred Fifteen Million Three Hundred Thousand Dollars ($115,300,000). This purchase price is for the acquisition of the wastewater assets as identified in the purchase agreement owned and operated by the Township. It is anticipated the current staff at the wastewater treatment plant would continue to work at the wastewater treatment plant. The cost of implementing the acquisition has yet to be determined but would include all legal and associated costs with the PaPUC filing, title work, and other transaction costs necessary to close the acquisition, which will occur after the PaPUC has issued an Order approving the application filing.

E. Municipal and NextEra Water Pennsylvania, LLC Commitments

As the purchasing entity, NextEra Water Pennsylvania, LLC commitments include all tasks and responsibilities required to own, operate, and maintain the Township's sewage facilities. This includes compliance with applicable environmental regulations; investment in and maintenance

of infrastructure; investigation of and response to any reports of sewer overflows (SSO's); completion of required reports, such as Chapter 94 Wasteload Management Reports; and review of planning modules for new connections with respect to the available collection, conveyance, and treatment capacity. Towamencin Township, in accordance with Act 537 requirements will retain approvals for Act 537 sewer planning updates and sewer planning modules throughout the Township including the initiating of any expansion of sewer facilities and approval of Sewage Facilities Planning Modules for new developments. Towamencin Township will also retain management of the on-lot system and grinder pump ordinances for properties in Towamencin Township.

F. Implementation Schedule

The proposed Implementation Schedule for the selected alternative is presented below.

Act 537 Implementation Schedule

Complete Plan for Agency Review and Public Notice	Day One
Public Agency Review* (60 Days)	75 Days after Day One
30 Day Public Comment Period (Comments must be in writing)	45 Days after Day One
Towamencin Township Board of Supervisors, Upper Gwynedd Township Board of Commissioners, Hatfield Township Board of Supervisors, Lower Salford Township Board of Supervisors, Worcester Township Board of Supervisors, Franconia Township Board of Supervisors and Lansdale Borough Council adopt Resolutions approving Plan	Days 90 -135 after Day One
Submit Adopted Plan to PADEP	Day 140
PADEP approves Plan (Assumes 90 days)	** Day 230
PaPUC Approval of Acquisition	** Day 270
Closing and Transfer of the Towamencin Township Sewage Facilities to NextEra Water Pennsylvania, LLC (NextEra Water Pennsylvania, LLC assumes operations of sewer system)	** Day 280

** Tentative based on agency approval timeline
*Public Agencies Include:
Towamencin Township Planning Commission
Upper Gwynedd Township Planning Commission
Hatfield Township Planning Commission
Lower Salford Township Planning Commission
Worcester Township Planning Commission
Franconia Township Planning Commission
Lansdale Borough Planning Commission
Montgomery County Planning Commission
Montgomery County Health Department

I. PREVIOUS SEWAGE FACILITIES PLANNING

A. Previous Wastewater Planning

1. Towamencin Township, Montgomery County, Pennsylvania Sewage Facilities Plan July 1987

   The Towamencin Township, Montgomery County, Sewage Facilities Plan Report, which was approved by PADEP in 1987, addressed the sewage planning needs for Towamencin Township, Hatfield Township, Lower Salford Township, Worcester Township, Upper Gwynedd Township, and Lansdale Borough. The 1987 plan determined that the existing Towamencin Authority Wastewater Treatment Plant, located in Towamencin Township, would be able to accommodate future growth within Towamencin Township and within those portions of Hatfield Township, Lower Salford Township, Worcester Township, Upper Gwynedd Township, and Lansdale Borough adjacent to Towamencin. The selected alternative in the 1987 Plan included:

   a) Improve collection/conveyance system maintenance.

   b) Interceptor replacement.

   c) Elimination of the Wambold Road Pump Station with construction of the Skippack Creek Interceptor and Rittenhouse Road Pump Station.

   d) Development and implementation of an On-Lot Disposal System (OLDS) Management Program for properties not serviced by public sewers.

B. Sewage Facilities Planning Not Implemented

In general, the Township has implemented all the approved planning outlined above.

C. Sewage Facilities Planning Anticipated by a Chapter 94 Corrective Action Plan

There is no anticipated, planned, or approved sewage facilities planning under a Chapter 94 Corrective action Plan associated with the subject planning area.

D. Sewage Facilities Planning Modules, Exemptions or Addenda

Future sewage flows from approved planning modules, exemptions or addenda are captured in the Township's Chapter 94 Report.

II. PHYSICAL AND DEMOGRAPHIC CHARACTERISTICS

A. Identification of Planning Area

The Planning Area associated with this Act 537 Plan corresponds to the proposed Service Territory to be requested by NextEra Water Pennsylvania, LLC from the PaPUC, which includes Towamencin Township and those portions of Hatfield Township, Lower Salford Township, Worcester Township, Franconia Township, Upper Gwynedd Township, and Lansdale Borough that are currently direct customers of Towamencin Township. See Towamencin Township Sanitary Sewer Service Area Map in Appendix G.

B. Physical Characteristics

Towamencin Township is centrally located in Montgomery County. The Township is a mix of residential, commercial, and rural development. The Township is comprised of two natural drainage basins, the Towamencin Creek and the Skippack Creek Watersheds both of which ultimately drain to the Schuylkill River.

III. EXISTING SEWAGE FACILITIES IN THE PLANNING AREA

A. Wastewater Treatment Plant

The Wastewater Treatment Plant (WWTP) rated at 6.5 MGD Average Daily Flow (ADF) is located at 2225 Kriebel Road in Towamencin Township, Montgomery County, Pennsylvania near the confluence of the Towamencin Creek and Bustard Road. The Towamencin Municipal Authority (TMA) Wastewater Treatment Plant currently serves Towamencin Township, and portions of Upper Gwynedd Township, Worcester Township, Lower Salford Township, Hatfield Township, Franconia Township and Lansdale Borough. The WWTP processes employ channel grinders/comminutors, influent pumping and metering, primary screening, pre-aeration, conventional activated sludge, intermediate clarification, trickling filter treatment, final clarification, and disinfection by chlorination. The present treatment facilities function as two separate treatment trains, termed the Stage I and Stage II trains, which are operated in parallel. that discharge to the Towamencin Creek.

The original plant facilities were constructed in 1966 and consisted of the Stage I treatment train rated at 1.3 million gallons per day (MGD). The plant was expanded to include a separate Stage II treatment train rated at 4.33 MGD in 1987; and additional capacity was added to the Stage I facilities in 1989, increasing the rating to 2.17 MGD. The total rated hydraulic loading is 6.50 MGD, with a maximum monthly hydraulic loading of 7.30 MGD, and a permitted peak capacity of the influent pump station(s) at 20 MGD. Included in the appendices are a 2021 wastewater treatment plant site schematic, a process flow diagram for the liquid handling and a process flow diagram for the solids handling at the WWTP. The treatment works consisted basically of the following major components:

STAGE I TRAIN

- Comminutors
- Influent pumps
- Rotating screens
- Pre-aeration tanks.
- Aeration tanks.
- Intermediate clarifiers (Floc Separators).
- Trickling filters in series with trickling filter loading and recirculation pumps.
- Final clarifiers.
- Chlorine contact tanks.
- Effluent pump for high flows
- Effluent flow meter
- Outfall sewers

STAGE II TRAIN

- Comminutors.
- Influent pumps.
- Rotating screens.
- Pre-aeration tanks.
- Aeration tanks.
- Intermediate clarifiers.
- Tricking filters in series with trickling filter loading and recirculation pumps.
- Flash mix tanks and flocculation tanks

- Final clarifiers.
- Chlorine contact tanks.
- Effluent pump for high flows.
- Effluent flow meters.
- Outfall sewers.
- Chemical storage and feed equipment for phosphorus removal.
- Service Building - housing Screens, Blowers, Maintenance shop and Sludge Dewatering Equipment.
- Emergency Generator Building.
- Sludge Processing Equipment and Sludge Storage
- Administration Building

B. Sewage Pumping Stations

Rittenhouse Road Pump Station: Located at 1700 Old Forty Foot Road, at the intersection of Old Forty Foot Road and Rittenhouse Road serves the Skippack Creek Interceptor in the western portion of Towamencin Township. Approximately 4,450 EDU's discharge sewage to the pump station. The pump station has a hydraulic permitted capacity of 8.5 mgd, an ADF permitted capacity of 3.65 MGD and is equipped with four submersible pumps. Wastewater is pumped through two (2) parallel 16-inch force mains, that discharge into the Township's existing gravity collection system at Manhole BRP-3, which is located on the Township Public Works Facility and Bustard Road Park property (1979 Bustard Road). The pump station was originally constructed in 1988.

Milestone Pump Station: Located on tax parcel adjacent to a residence at 3074 Scheid Way in Worcester Township. Milestone Pump Station serves a portion of a subdivision which is located in the northeastern portion of Worcester Township. The pump station is permitted for an ADF of 27,600 GPD and is equipped with two submersible pumps, each capable of 120 gpm peak flow. Wastewater is pumped through 1,680 linear feet of four-inch force main, that discharges into the Township's existing gravity collection system at Manhole W4.74, which is located in the right of way of Locust Drive, Worcester Township. The pump station was constructed in1996.

Hollis Hills Pump Station: Located within an easement on a parcel at 2033 Hollis Road in Worcester Township. Hollis Hills Pump Station serves a subdivision which is located in the northern portion of Worcester Township. Approximately 30 EDU's discharge sewage to the pump station. The pump station is permitted for an ADF of 16,000 GPD and is equipped with two submersible pumps, each capable of 120 gpm peak flow. Wastewater is pumped through 5,740 linear feet of four-inch force

main, that discharges into the Township's existing gravity collection system at Manhole 533, which is located in the right of way of Kriebel Road and Bustard Road, Towamencin Township. The pump station was constructed in 1991.

C. Collection and Conveyance Systems

The wastewater collection and conveyance system in the Township consists of approximately 420,000 linear feet of sewage gravity conveyance piping, 27,000 linear feet of force mains, and three (3) pumping stations (Rittenhouse Road, Hollis Hills, and Milestone). The collection/conveyance system consists of 8-inch, 10-inch, 12-inch, 15-inch and 21-inch sewer pipes constructed of various materials. There are approximately 2,000 manholes in the system. There are approximately 110,000 linear feet of laterals. Lateral lineal footages were estimated based on average length from the center of the road to the road ROW limits behind the curb or half the width of the sewer easement where laterals are located in a collection sewer easement. A majority of the piping was installed between 1967 and 2015. There is a permanent flow meter on the conveyance line coming from Upper Gwynedd Township which was installed in 2015. The permanent meter for the Lower Salford flows is planned to be upgraded by a Lower Salford Township developer in 2023.

All public owned sanitary sewers located in Upper Gwynedd Township serving Upper Gwynedd properties tributary to the Towamencin Township sewer system are owned and maintained by Upper Gwynedd Township.

All public owned sanitary sewers located in Hatfield Township serving Hatfield properties tributary to the Towamencin Township sewer system are owned and maintained by Hatfield Township municipal Authority.

All public owned sanitary sewers located in Lansdale Borough serving Lansdale Borough properties tributary to the Towamencin Township sewer system are owned and maintained by Towamencin Township.

All public owned sanitary sewers located in Worcester Township serving Worcester Township properties tributary to the Towamencin Township sewer system are owned and maintained by Towamencin Township.

The public owned sanitary sewers located in Lower Salford Township serving Lower Salford Township properties, shown on the Towamencin Township Sanitary Sewer System Ownership Map in the appendices, are owned and maintained by Towamencin Township. All other public sanitary sewer lines located in Lower Salford Township serving Lower Salford properties tributary to the Towamencin Township sewer system are owned and maintained by Lower Salford Township Authority.

There are no public sanitary sewer lines in Franconia Township tributary to the Towamencin Township sewer system. The sanitary sewer lateral serving Ashers property is owned and maintained by Ashers.

D. Description of Problems with Existing Facilities

According to the 2021 Chapter 94 Report, the Towamencin Township collection and conveyance facilities did not experience capacity related bypassing, sanitary sewer overflows, or surcharging during the report year. The Township maintains an Infiltration and Inflow (I/I) Collection/Conveyance System Maintenance Program.

According to the 2021 Chapter 94 Report, the Township WWTP has no projected 5-year hydraulic or organic overload. Also included in the 2021 Chapter 94 Report is documentation that during the 2021 reporting period, there were three sanitary sewer overflows, one was due to a broken valve at the WWTP, second was due to an operator error at the WWTP, and the third was due to the extreme impacts of Hurricane IDA.

E. Proposed Upgrades of Treatment Facilities

There are no scheduled or in-progress capacity upgrades for the Township WWTP.

F. Disposal Areas

The Township WWTP effluent is discharged to the Towamencin Creek. The NPDES Permit Number for the effluent discharge permit is PA0039004.

IV. FUTURE GROWTH AND LAND DEVELOPMENT

A. Undedicated Sewer Infrastructure

Currently, there exists new sewer infrastructure within the Township that has or is being constructed in conjunction with new land development. Per the land development agreement between the Township and the respective developers, the Township can accept dedication of these new sewer facilities. The following are the current significant developments where new sewer facilities have been planned and remain undedicated:

1. Delp Drive (268,000 Sf Industrial Bldg.)

The plan provides for the abandonment and construction of approximately 200 Lf of 8-inch sewer main which will be dedicated to Towamencin Township.

B. Previously Approved Land Development

There are no previously approved developments not fully built out with proposed sanitary sewer facilities to be dedicated to Towamencin Township.

V. IDENTIFY ALTERNATIVES

A. Alternative 1 – No Action Alternative

Under this alternative, Towamencin Township will continue to operate the system as it has been with the power to construct, finance, and maintain the associated facilities throughout the Township. The 2022 and 2023 sewer rate for a typical single-family customer in Towamencin Township is $450/Year.

B. Alternative 2 – Sell Towamencin Township System to NextEra Water Pennsylvania, LLC

Under this alternative, Towamencin Township will sell all sanitary sewer related treatment, collection and conveyance facilities, including all collection system mains (whether gravity or force mains) laterals (from the main to the edge-of-road of the right-of-way or easement), pumping stations, generators, manholes, WWTP, and other related appurtenances and assets necessary to run the system to NextEra Water Pennsylvania, LLC. Following the sale closing sewer rates will be established by the PA PUC approved NextEra Water Pennsylvania, LLC rate tariff.

VI. EVALUATION OF ALTERNATIVES

A. Water Quality Standards and Effluent Limitations

Evaluation of alternatives with respect to water quality standards, effluent limitations, or other technical, legislative, or legal requirements is not applicable since these standards/limitations/requirements will not change regardless of the entity that own's the system.

CONSISTENCY ANALYSIS SUMMARY Determination For Wastewater Recommended Alternatives			
Evaluation Category	Consistency		Comments
	Yes	No	
Clean Stream Law Section 208 of Clean Water Act	X		The alternative is consistent with the objectives and requirements this Act.
Chapter 94 – Municipal Wasteload Management Plan	X		The existing sewer system has adequate capacity for the next 5 years.
Title II – Clean Water Act	X		N/A Federal funding is not anticipated for this project.
Comprehensive Plans	X		The alternative is consistent with the goals of the Municipal Comprehensive Plans.
Antidegradation Requirements	X		N/A Federal funding not anticipated for project.

State Water Plan	X		The alternative is consistent with the State Water Plan.
PA Prime Agriculture Land Policy	X		N/A Construction is not anticipated for this project.
County Stormwater Management Plan	X		The alternative is consistent with the Montgomery County Stormwater Management Plan.
Wetland Protection	X		N/A Construction is not anticipated for this project.
PNDI Review	X		N/A Construction is not anticipated for this project.
Historical and Archaeological Resource Protection	X		N/A Construction is not anticipated for this project.

B. Purchase Price

The Asset Purchase Agreement dated June 13, 2022, provides for the transfer of assets for a purchase price of One Hundred Fifteen Million Three Hundred Thousand Dollars ($115,300,000). This purchase price is for the acquisition of the wastewater assets as identified in the purchase agreement owned and operated by the Township. It is anticipated the current staff at the wastewater treatment plant would continue to work at the wastewater treatment plant. The cost of implementing the acquisition has yet to be determined but would include all legal and associated costs with the PaPUC filing, title work, and other transaction costs necessary to close the acquisition, which will occur after the PaPUC has issued an Order approving the application filing.

C. Implementation of Alternatives

The transfer of ownership of all assets will be immediate upon closing in accordance with the requirements of the Asset Purchase Agreement. As established previously, no other alternatives were evaluated; therefore, an analysis of the need for immediate or phased implementation is not applicable.

D. Administrative Organizations and Legal Authority

Towamencin Township owns, maintains, and operates the sewage facilities to be acquired by NextEra Water Pennsylvania, LLC. The Township is a signatory to an agreement to effectuate the sale of the sewage facilities to NextEra Water Pennsylvania, LLC. In addition, approval of this Act 537 Plan by Towamencin Township as well as by Upper Gwynedd Township, Franconia Township, Lower Salford Township, Hatfield Township, Worcester Township and Lansdale Borough by Resolution(s) will satisfy the PADEP planning requirements for the acquisition of the sewage facilities. Upon acquisition, NextEra Water Pennsylvania, LLC will obtain the Certified Franchise Territory corresponding to the Service Area as shown on the map in Appendix G in accordance with all rules and regulations of the PaPUC.

NextEra Water Pennsylvania, LLC is proposed to be regulated by the PA PUC. NextEra currently provides regulated utility service to millions of customers. NextEra Water Pennsylvania, LLC brings industry leading expertise and has extensive technical experience in upgrading, operating, and maintaining utility facilities.

VII. INSTITUTIONAL EVALUATION

A. Institutional Alternatives Necessary for Implementation

1. Need for New Municipal Departments or Municipal Authorities

Following the acquisition, the Towamencin Township sewer system will be owned and operated by NextEra Water Pennsylvania, LLC using licensed operators and staff. The licensed operators and staff will be employees or contractors of NextEra Water Pennsylvania, LLC. No new municipal departments or Authorities will be required or created as part of this acquisition.

Sewage Facilities Planning and sewer related ordinances such as On-Lot-Disposal-Systems (OLDS) will continue to be implemented by the Township. Modifications to any existing or permitting of any new on-lot sewage systems will be coordinated by Township Staff and permitted by the Montgomery County Health Department. The Township Codes Department will continue to permit and inspect all new sanitary sewer laterals beyond the right-of-way.

2. Functions of Existing and Proposed Organizations

The Township does not have any responsibility for: any private grinder pumps; facilities located in the area originating from the Township's terminus point of the collection facilities at the edge-of-road or curb line when the facilities are located with a public right-of-way or the edge of an easement when the collection facilities are located within private property to and throughout the customer's property; or any and all piping and fixtures internal to each individual customer structure (whether residential, commercial, industrial or other customer classes/types).

Upon closing the acquisition of the Township's sewage facilities, the existing Township sewer customers will become customers of NextEra Water Pennsylvania, LLC. As customers of NextEra Water Pennsylvania, LLC, the wastewater tariff as approved by the PaPUC will define the rates, rules, and regulations governing the furnishing of wastewater service.

After the acquisition is completed, NextEra Water Pennsylvania, LLC will own and maintain the WWTP, three pump stations, and the collection/conveyance system as shown on the Towamencin Township Sanitary Sewer System Ownership Map in Appendix H.

NextEra Water Pennsylvania, LLC would respond to and investigate any reports of sewer overflows. If an overflow is discovered within the NextEra Water Pennsylvania, LLC owned and maintained system, NextEra Water Pennsylvania, LLC will stabilize the situation and make corrective actions as necessary to eliminate the overflow and make the required notification to the appropriate regulatory agencies. Blockages within the property owner's side of the sewer service are the responsibility of the property owner, a condition which will be unchanged.

The transfer of the system will also assign existing agreements the Township currently has in place for collection/conveyance/treatment from surrounding municipalities to NextEra Water Pennsylvania, LLC. As such, NextEra Water Pennsylvania, LLC will be required to uphold the requirements of such agreements.

Lastly, the permitting and operation of on-lot-disposal systems will not change. These systems will remain under the control of the Montgomery County Health Department and Towamencin Township through its OLDS ordinance.

3. Cost of Administration and Capability of Authority/Agency to Reaction to Future Needs

As a result of the acquisition, NextEra Water Pennsylvania, LLC will be responsible for the costs of administering and implementing any upgrades to address future needs in accordance with applicable PaPUC rules and regulations. The Township retains the authority to govern sewage facility planning in accordance with Title 25, Section 71 of the Pennsylvania Code.

B. Description of Administration and Legal Activities

1. Incorporation of Authorities or Agencies

As owner and operator of the wastewater system, NextEra Water Pennsylvania, LLC will be responsible for the operation, maintenance, repair, replacement, upgrade, expansion, permitting, compliance and monitoring of all elements of the Township's former system.

2. Ordinances, Regulations, and Standards

NextEra Water Pennsylvania, LLC will be responsible for preparing the annual Chapter 94 Report as well as other wastewater system permits and notifications, including industrial discharge permitting and sanitary sewer overflow notifications. NextEra Water Pennsylvania, LLC will also be responsible for review of planning modules for new connections with respect to the available collection, conveyance, and treatment capacity. More specifically NextEra Water Pennsylvania, LLC will act as the "Responsible Agent" for Section J Chapter 94 Consistency Determination of a Sewage Facilities Planning Module, Component 3. Section J addresses the capacity of the collection, conveyance, and treatment facilities to ensure that the proposed development will not cause a

hydraulic overload in the collection or conveyance facilities within 5 years or cause a hydraulic or organic overload in the treatment facilities within 5 years. NextEra Water Pennsylvania, LLC will work directly with the applicant to obtain the necessary information and to conduct the appropriate analyses. NextEra Water Pennsylvania, LLC will cooperate with the Township in the review and approval of sewage facility planning modules for such projects. NextEra Water Pennsylvania, LLC will accept, convey, and treat all domestic sewage flows from such development/redevelopment projects within the certified franchise area and consistent with NextEra Water Pennsylvania, LLC Tariff. The Township will remain responsible for sewage facilities planning approval in accordance with Act 537 and will have ultimate approval over any sewage planning module.

Complaints regarding the public sewer system will be directed to NextEra Water Pennsylvania, LLC with the ability to contact the township if issues are not adequately handled to obtain assistance in resolving problems. Private sewer systems and on-lot systems will be the responsibility of the property owner.

After the acquisition, agreements and inter-municipal agreements can be negotiated by NextEra Water Pennsylvania, LLC with other sewer authorities or municipalities, if new development or redevelopment is proposed.

The Township will maintain authority to enforce plumbing code for residential and commercial ordinances, in cooperation with NextEra Water Pennsylvania, LLC, including grease trap, sump pump, grinder pumps (Include in Appendix I) and building sewer inspection.

The Township is expected to update/amend, maintain, and enforce ordinances (1) prohibiting or regulating the discharge into the sewage system of fats, oils, grease (FOG ordinance included in Appendix K), acids, and other prohibited substances consistent with the regulations governing the wastewater system and (2) prohibiting the discharge into any sanitary sewer of surface or groundwater. NextEra Water Pennsylvania, LLC will administer the ordinance and work with the Township if the ordinance needs updating.

The Township will maintain responsibility for the on-lot disposal system (OLDS) ordinance (Include in Appendix L).

The Township is responsible for adoption of the Industrial Pretreatment Program (IPP) ordinance (Included in Appendix K) with NextEra responsible for the ordinance implementation and administration.

3. Act 537 Sewage Facilities Planning

NextEra Water Pennsylvania, LLC acknowledges that the Township as predecessor in interest have previously committed to an official plan, commonly known as an Act 537

Plan under the Pennsylvania Sewage Facilities Act (Act 537) which has been made available to NextEra Water Pennsylvania, LLC.

NextEra Water Pennsylvania, LLC acknowledges the Township as predecessor in interest has authority over sewage facilities planning and sewer service within portions of the system that provide service within the service area through the Act 537 Plan and its Act 537 planning program, zoning, subdivision and land development ordinances and comprehensive land use planning policies.

Subject to PaPUC approval of the service area, NextEra Water Pennsylvania, LLC shall extend sewer lines and provide sewage collection and treatment services to properties within the service area in a manner consistent with the Act 537 Plan and the NextEra Water Pennsylvania, LLC tariff, the Public Utility Code, and the PaPUC' s regulations and orders. The Township will confer with NextEra Water Pennsylvania, LLC concerning any amendment to the Act 537 Plan that would affect the provision of sewage collection and treatment services within the service area. The Township shall not propose or adopt any amendments to the Act 537 Plan that would reduce the service area or divert wastewater flows generated from properties located in the service area from being served by the system without the approval of NextEra Water Pennsylvania, LLC.

NextEra Water Pennsylvania, LLC will not request, pursue, or implement expansion of the system within the Township beyond the current service area (that would trigger an Act 537 Plan amendment) without the prior written approval of the Township and the PADEP. The Township shall promptly notify and confer with NextEra Water Pennsylvania, LLC, and consider NextEra Water Pennsylvania, LLC's comments, concerning any proposed Act 537 Plan amendment (including any sewage facilities planning module) that would involve the provision of sewage collection and treatment services by the system to area properties outside the service area. With respect to any such potential Act 537 Plan amendment, the Township and NextEra Water Pennsylvania, LLC shall cooperate in evaluating alternatives for provisions of sewage services to such areas consistent with the requirements of 25 Pa Code Chapter 71, including consideration of the technical feasibility, economic feasibility and cost effectiveness, consistency with the objectives and policies of plans and requirements of 25 Pa Code Chapter 71.21(a)(5), consistency with municipal land use plans and development, technically and administratively able to be implemented, and other factors required under Act 537 or under NextEra Water Pennsylvania, LLC's tariff, the Public Utility Code, and the PaPUC's regulations and orders.

If the Township and NextEra Water Pennsylvania, LLC each determine that the provisions of sewage collection and treatment services by the system to certain areas or properties outside the service area is technically feasible, economically feasible and cost effective, and meets all of the requirements set forth in Act 537 and 25 Pa Code Chapter 71, The Township shall amend the Act 537 Plan to include such identified areas and properties in the service area. If the Township amends the Act 537 Plan and such amendment is approved by PADEP, NextEra Water Pennsylvania, LLC shall request that the modified

service area be approved by PaPUC and subject to PaPUC approval of the inclusion of such modified service area, NextEra Water Pennsylvania, LLC shall extend sewer lines and provide sewage collection services to properties within such service area in a manner consistent with the Act 537 Plan and NextEra Water Pennsylvania, LLC's tariff, the Public Utility Code, and the PaPUC's regulations and orders.

4. Inter-Municipal and Development Agreements

The Township has in place intermunicipal agreements (Included in the Appendices) with various entities for collection, conveyance, and treatment of sewage to the Township. These entities include Franconia Township, Hatfield Township, Lower Salford Township, Upper Gwynedd Township, Worcester Township, and Lansdale Borough. Upon closing of the sale, NextEra Water Pennsylvania, LLC will assume the role of the Township for these agreements.

5. Transfer of Lands, Right-of-Ways and Easements

In accordance with the Asset Purchase Agreement, Towamencin Township will convey to NextEra Water Pennsylvania, LLC rights to all real property comprising the Township's sewer system, including property owned in fee, easements, and rights-of-way that comprise the wastewater system.

6. Adoption of Other Municipal Sewage Facilities Plans

The Township will continue to be responsible for adoption of other required municipal sewage facilities plans that impact the sewage disposal needs within the Township. NextEra Water Pennsylvania, LLC, as the owner and operator of the wastewater system, will provide stakeholder input and be involved in the planning process, as necessary.

7. Other Legal Documents

Not Applicable

8. Dates or Timeframes for Items 1 to 6 Above

Items 1 to 6 above would be in effect at the date of closing.

VIII. IMPLEMENTATION SCHEDULE AND JUSTIFICATION FOR SELECTED ALTERNATIVE

The selected alternative is to sell Towamencin Township's sewer system to NextEra Water Pennsylvania, LLC. After the sale, NextEra Water Pennsylvania, LLC will become the owner and operator of all wastewater system assets within the service territory.

The selected alternative is the best alternative based on the following considerations:

1. Existing Wastewater Disposal Needs

   The selected alternative ensures that the existing wastewater system will be managed by a well-qualified and financially secure public utility company that has more resources, and access to funding than the Township.

2. Future Wastewater Disposal Needs

   The sale of the Township's sewer system to NextEra Water Pennsylvania, LLC will continue to allow for future wastewater needs to be met. The Township will partnership with NextEra Water Pennsylvania, LLC to assist in identifying such needs. NextEra Water Pennsylvania, LLC as the owner of the sewer system can track these needs, investigate options, and determine the appropriate solution(s)/timing to address such needs.

3. Operation and Maintenance Considerations

   The sale of the system to NextEra Water Pennsylvania, LLC will provide for enhanced capabilities, including operational and maintenance practices that will sustain the sewer system over the long-term. NextEra Water Pennsylvania, LLC has significant engineering and operational resources, which can offer potentially newer methods, practices, and technologies. In addition, they also have capabilities to support the system with shared services and staff and market volume purchasing of materials/services, potentially providing a more cost-effective and efficient model.

4. Available Management and Administrative Systems

   NextEra has established maintenance programs, system automation and monitoring systems, experienced engineering and operations management, and well-established criteria/programs for capital investment and system improvement.

5. Environmental Soundness and Compliance with Natural Resources Planning and Preservation Programs

   NextEra Water Pennsylvania, LLC will operate the sewer system to comply with applicable environmental regulations. NextEra Water Pennsylvania, LLC will provide the capabilities and resources to address any water quality and environmental problems. No significant changes to the sewer system are anticipated in relation to the consistency with natural resource planning or preservation programs.

6. Implementation Schedule

The Implementation Schedule for the selected alternative is presented below.

Act 537 Implementation Schedule

Complete Plan for Agency Review and Public Notice	Day One
Public Agency Review* (60 days)	75 Days after Day One
30 Day Public Comment Period (Comments must be in writing)	45 Days after Day One
Towamencin Township Board of Supervisors, Upper Gwynedd Township Board of Commissioners, Hatfield Township Board of Supervisors, Lower Salford Township Board of Supervisors, Worcester Township Board of Supervisors, Franconia Township Board of Supervisors and Lansdale Borough Mayor and Council adopt Resolutions approving Plan	Days 90 - 135 after Day One
Submit Adopted Plan to PADEP	Day 140
PADEP approves Plan (Assumes 90 days)	** Day 230
PaPUC Approval of Acquisition	** Day 270
Closing and Transfer of the Towamencin Township Sewage Facilities to NextEra Water Pennsylvania, LLC (NextEra Water Pennsylvania, LLC assumes operations of sewer system)	** Day 280

** Tentative based on agency approval timeline
*Public Agencies Include:
Towamencin Township Planning Commission
Upper Gwynedd Township Planning Commission
Hatfield Township Planning Commission
Lower Salford Township Planning Commission
Worcester Township Planning Commission
Franconia Township Planning Commission
Lansdale Borough Planning Commission
Montgomery County Planning Commission
Montgomery County Health Department

APPENDIX A

Resolution for Municipal Adoption – Towamencin Township

TOWNSHIP OF TOWAMENCIN
RESOLUTION _____

WHERE AS, Section 5 of the act of January 24 1966, P.L. 1535, No. 537 known as *the Pennsylvania Sewage Facilities Act*, as amended, and the Rules and Regulations of the Department of Environmental Protection (PADEP) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, requires the Municipality to adopt an Official Sewage Facilities Plan (Facilities Plan), providing for sewage services adequate to prevent contamination of water and/or environmental health hazards with sewage waste, and to revise said plan whenever it is necessary to meet the sewage disposal needs of the municipality; and

WHERE AS, Towamencin Township has prepared an *"Act 537 Special Study Acquisition of Towamencin Township / Towamencin Municipal Authority Sewage Facilities by NextEra Water Pennsylvania, LLC"* Dated January 2023, last revised _____, which provides for the acquisition of the Towamencin Township sewage facilities by NextEra Water Pennsylvania, LLC: and

WHERE AS, the Act 537 Special Study was developed to address the Department's planning requirements for the acquisition of public sewerage system to a private entity, NextEra Water Pennsylvania, LLC., with NextEra Water Pennsylvania, LLC becoming the owner and operator of all sewage facility assets as described in the Plan. Topics covered include previous wastewater planning, description and graphical mapping of the existing assets being transferred in relation to municipal boundaries and physical characteristics, future growth and how that will be addressed, evaluation of alternatives, institutional evaluation and a description of the legal and administrative activities to support the implementation of the asset transfer and future ongoing operation and maintenance of the transferred assets, and

NOW, THEREFORE, BE IT RESOLVED, that the Supervisors of Towamencin Township has found the Act 537 Special Study adequate for the wastewater disposal and management needs of the municipality and hereby adopts the Act 537 special Study, and submits it to the Department for its approval, as a revision of the "Official Plan" of the Municipality, the above referenced Facility Plan. The Municipality hereby assures the Department of the proper and timely implementation of the said plan as set forth herein.

Adopted the _____ day of _____, 2023.

TOWAMENCIN TOWNSHIP BOARD OF SUPERVISORS

_____
H. Charles Wilson, III, Chairman

_____
Richard Marino, Vice Chairman

_____
Kristin Warner, Treasurer

_____
Laura C. Smith, Secretary

_____
Joyce F. Snyder, Asst. Secretary / Asst. Treasurer
ATTEST:

I, Laura C. Smith, Secretary, Towamencin Township, Township Board of Supervisors hereby certifies that the foregoing is a true copy of the Township's Resolution No. _____, adopted _____.

_____ **(SEAL)**
Laura C. Smith, Secretary

APPENDIX B

Public Notice

PUBLIC NOTICE

In accordance with the requirements of the Pennsylvania Sewage Facilities Act No. 537, Towamencin Township, is preparing to submit to the Pennsylvania Department of Environmental Protection (PADEP) an Act 537 Special Study to address the acquisition of the Township's Sanitary Sewerage Facilities by NextEra Water Pennsylvania, LLC. Towamencin sewer rates for 2022 and 2023 are $450/EDU, rates after the sale closing will be established by NextEra Water Pennsylvania, LLC based upon PA PUC approval. The system current serves Towamencin Township and portions of Lansdale Borough, Upper Gwynedd Township, Worcester Township, Lower Salford Township, Franconia Township, and Hatfield Township. This notice is published to allow the public to comment on the study.

The 30-day public comment period has been established commencing on the date of this advertisement. The public may review the Special Study at the following locations:

Towamencin Township Administration Building,
1090 Troxel Road, Lansdale, PA 19446.
(215) 368-7602, Contact the Township to make an in-person appointment to review the Study.

Franconia Township Administration Building
671 Allentown Road, Telford PA 18969
(215) 723-1137, Contact the Township to make an in-person appointment to review the Study.

Hatfield Township Administration Building
1950 School Road, Hatfield, PA 19440
(215) 855-0900, contact the Township to make an in-person appointment to review the Study.

Lower Salford Township Administration Building
379 Main Street, Harleysville, PA 19438
(215) 256-8087, Contact the Township to make an in-person appointment to review the Study.

Upper Gwynedd Township Administration Building
1 Parkside Place, North Wales, PA 19454
(215) 699-7777, Contact the Township to make an in-person appointment to review the Study.

Worcester Township Administration Building
1721 S. Valley Forge Road, Worcester, PA 19490
(610) 584-1410, Contact the Township to make an in-person appointment to review the Study.

Lansdale Borough Administration Building
1 Vine Street, Suite 201, Lansdale, PA 19446
(215) 368-1691, Contact the Borough to make an in-person appointment to review the Study.

The general public may forward written comments to the Municipal Manager of the respective Municipality at the above listed address. All written comments must be received prior to the end of the 30-day comment period. Any written comments will be addressed prior to submitting the Special Study to PADEP.

APPENDIX C

Public Comments and Responses

APPENDIX D

Components 4A, 4B and 4C from Public Agencies

- Component 4A – Municipal Planning Agency Review – Towamencin Township
- Component 4A – Municipal Planning Agency Review – Franconia Township
- Component 4A – Municipal Planning Agency Review – Hatfield Township
- Component 4A – Municipal Planning Agency Review – Lower Salford Township
- Component 4A – Municipal Planning Agency Review – Upper Gwynedd Township
- Component 4A – Municipal Planning Agency Review – Worcester Township
- Component 4A – Municipal Planning Agency Review – Lansdale Borough
- Component 4B – County Planning Agency Review – Montgomery County
- Component 4C – County Health Department Review – Montgomery County

Established in 1728
Towamencin
TOWNSHIP
A Community of Tradition and Vision

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

January 12, 2023

Mr. Jon A. Hammer, Township Manager
Franconia Township
671 Allentown Road
Telford, PA 18969

Reference: Towamencin Township Act 537 Special Study
Towamencin Township, Montgomery County, Pennsylvania
PADEP Sewage Facilities Planning Module – Component 4A Review

Dear Mr. Hammer: JON

Towamencin Township, Montgomery County is in the process of selling their sanitary sewerage system. Part of your municipality is serviced by the Towamencin Township sanitary sewer system.

Attached to this letter please find the Component 4A – Municipal Planning Agency Review and a copy of the Act 537 Special Study "Acquisition of Towamencin Township / Towamencin Municipal Authority Sewage Facilities by NextEra Water Pennsylvania, LLC". As part of the review process, PADEP requires local Municipal Planning Agency review of the Act 537 Special Study and completion the Component 4A within 60 days of receipt. Please place this on the next available Planning Commission meeting agenda for review by the Planning Commission.

Upon completion of the Municipal Planning Agency review, please sign Component 4A and return it to the following address:

Gilmore & Associates, Inc.
184 W. Main Street, Suite 300
Trappe, PA 19426
Attention: William Dingman
Email: wdingman@gilmore-assoc.com
Phone: 610-489-4949

Thank you in advance for your attention to this matter. Should you have any questions or require additional information please contact me at 215-368-7602 ext.1201 or William Dingman at Gilmore & Associates, Inc.

Very truly yours,

David Kraynik
Towamencin Township Manager

Enclosure

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

INSTRUCTIONS FOR COMPLETING COMPONENT 4A MUNICIPAL PLANNING AGENCY REVIEW

Remove and recycle these instructions prior to mailing component to the approving agency.

Background

This component, Component 4, is used to obtain the comments of planning agencies and/or health departments having jurisdiction over the project area. It is used in conjunction with other planning module components appropriate to the characteristics of the project proposed.

Who Should Complete the Component?

The component should be completed by any existing municipal planning agency, county planning agency, planning agency with areawide jurisdiction, and/or health department having jurisdiction over the project site. It is divided into sections to allow for convenient use by the appropriate agencies.

The project sponsor must forward copies of this component, along with supporting components and data, to the appropriate planning agency(ies) and health department(s) (if any) having jurisdiction over the development site. These agencies are responsible for responding to the questions in their respective sections of Component 4, as well as providing whatever additional comments they may wish to provide on the project plan. After the agencies have completed their review, the component will be returned to the applicant. The agencies have 60 days in which to provide comments to the applicant. If the agencies fail to comment within this 60 day period, the applicant may proceed to the next stage of the review without the comments. The use of registered mail or certified mail (return receipt requested) by the applicant when forwarding the module package to the agencies will document a date of receipt.

After receipt of the completed Component 4 from the planning agencies, or following expiration of the 60 day period without comments, the applicant must submit the entire component package to the municipality having jurisdiction over the project area for review and action. If approved by the municipality, the proposed plan, along with the municipal action, will be forwarded to the approving agency (Department of Environmental Protection or delegated local agency). The approving agency, in turn, will either approve the proposed plan, return it as incomplete, or disapprove the plan, based upon the information provided.

Instructions for Completing Planning Agency and/or Health Department Review Component

Section A. Project Name

Enter the project name as it appears on the accompanying sewage facilities planning module component (Component 2, 2m, 3, 3s or 3m).

Section B. Review Schedule

Enter the date the package was received by the reviewing agency, and the date that the review was completed.

Section C. Agency Review

1. Answer the yes/no questions and provide any descriptive information necessary on the lines provided. Attach additional sheets, if necessary.

2. Complete the name, title, and signature block.

Section D. Additional Comments

The Agency may provide whatever additional comment(s) it deems necessary, as described in the form. Attach additional sheets, if necessary.

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

DEP Code #:

SEWAGE FACILITIES PLANNING MODULE
COMPONENT 4A - MUNICIPAL PLANNING AGENCY REVIEW

Note to Project Sponsor: To expedite the review of your proposal, one copy of your completed planning module package and one copy of this *Planning Agency Review Component* should be sent to the local municipal planning agency for their comments.

SECTION A. PROJECT NAME (See Section A of instructions)

Project Name

Towamencin Township Act 537 Special Study Transfer of Sanitary Sewerage Facilities

SECTION B. REVIEW SCHEDULE (See Section B of instructions)

1. Date plan received by municipal planning agency _____
2. Date review completed by agency _____

SECTION C. AGENCY REVIEW (See Section C of instructions)

Yes	No		
☐	☐	1.	Is there a municipal comprehensive plan adopted under the Municipalities Planning Code (53 P.S. 10101, *et seq.*)?
☐	☐	2.	Is this proposal consistent with the comprehensive plan for land use? If no, describe the inconsistencies _____
☐	☐	3.	Is this proposal consistent with the use, development, and protection of water resources? If no, describe the inconsistencies _____
☐	☐	4.	Is this proposal consistent with municipal land use planning relative to Prime Agricultural Land Preservation?
☐	☐	5.	Does this project propose encroachments, obstructions, or dams that will affect wetlands? If yes, describe impacts _____
☐	☐	6.	Will any known historical or archaeological resources be impacted by this project? If yes, describe impacts _____
☐	☐	7.	Will any known endangered or threatened species of plant or animal be impacted by this project? If yes, describe impacts _____
☐	☐	8.	Is there a municipal zoning ordinance?
☐	☐	9.	Is this proposal consistent with the ordinance? If no, describe the inconsistencies _____
☐	☐	10.	Does the proposal require a change or variance to an existing comprehensive plan or zoning ordinance?
☐	☐	11.	Have all applicable zoning approvals been obtained?
☐	☐	12.	Is there a municipal subdivision and land development ordinance?

SECTION C. AGENCY REVIEW (continued)

Yes	No	
☐	☐	13. Is this proposal consistent with the ordinance? If no, describe the inconsistencies _____
☐	☐	14. Is this plan consistent with the municipal Official Sewage Facilities Plan? If no, describe the inconsistencies _____
☐	☐	15. Are there any wastewater disposal needs in the area adjacent to this proposal that should be considered by the municipality? If yes, describe _____
☐	☐	16. Has a waiver of the sewage facilities planning requirements been requested for the residual tract of this subdivision?
☐	☐	If yes, is the proposed waiver consistent with applicable ordinances? If no, describe the inconsistencies _____

17. Name, title and signature of planning agency staff member completing this section:

Name: _____

Title: _____

Signature: _____

Date: _____

Name of Municipal Planning Agency: Franconia Township Planning Commission

Address 671 Allentown Road, Telford, PA 18969

Telephone Number: (215) 723-1137

SECTION D. ADDITIONAL COMMENTS (See Section D of instructions)

This component does not limit municipal planning agencies from making additional comments concerning the relevancy of the proposed plan to other plans or ordinances. If additional comments are needed, attach additional sheets.

The planning agency must complete this component within 60 days.

This component and any additional comments are to be returned to the applicant.

Established in 1728

Towamencin

TOWNSHIP

A Community of Tradition and Vision

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

January 12, 2023

Mr. Aaron Bibro, Township Manager
Hatfield Township
1950 School Road
Hatfield, PA 19440

Reference: Towamencin Township Act 537 Special Study
Towamencin Township, Montgomery County, Pennsylvania
PADEP Sewage Facilities Planning Module – Component 4A Review

Dear Mr. Bibro:

Towamencin Township, Montgomery County is in the process of selling their sanitary sewerage system. Part of your municipality is serviced by the Towamencin Township sanitary sewer system.

Attached to this letter please find the Component 4A – Municipal Planning Agency Review and a copy of the Act 537 Special Study "Acquisition of Towamencin Township / Towamencin Municipal Authority Sewage Facilities by NextEra Water Pennsylvania, LLC". As part of the review process, PADEP requires local Municipal Planning Agency review of the Act 537 Special Study and completion the Component 4A within 60 days of receipt. Please place this on the next available Planning Commission meeting agenda for review by the Planning Commission.

Upon completion of the Municipal Planning Agency review, please sign Component 4A and return it to the following address:

Gilmore & Associates, Inc.
Attention: William Dingman
184 W. Main Street, Suite 300
Trappe, PA 19426
Email: wdingman@gilmore-assoc.com
Phone: 610-489-4949

Thank you in advance for your attention to this matter. Should you have any questions or require additional information please contact me at 215-368-7602 ext.1201 or William Dingman at Gilmore & Associates, Inc.

Very truly yours,

David Kraynik
Towamencin Township Manager

Enclosure

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DEPARTMENT OF ENVIRONMENTAL PROTECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

INSTRUCTIONS FOR COMPLETING COMPONENT 4A MUNICIPAL PLANNING AGENCY REVIEW

Remove and recycle these instructions prior to mailing component to the approving agency.

Background

This component, Component 4, is used to obtain the comments of planning agencies and/or health departments having jurisdiction over the project area. It is used in conjunction with other planning module components appropriate to the characteristics of the project proposed.

Who Should Complete the Component?

The component should be completed by any existing municipal planning agency, county planning agency, planning agency with areawide jurisdiction, and/or health department having jurisdiction over the project site. It is divided into sections to allow for convenient use by the appropriate agencies.

The project sponsor must forward copies of this component, along with supporting components and data, to the appropriate planning agency(ies) and health department(s) (if any) having jurisdiction over the development site. These agencies are responsible for responding to the questions in their respective sections of Component 4, as well as providing whatever additional comments they may wish to provide on the project plan. After the agencies have completed their review, the component will be returned to the applicant. The agencies have 60 days in which to provide comments to the applicant. If the agencies fail to comment within this 60 day period, the applicant may proceed to the next stage of the review without the comments. The use of registered mail or certified mail (return receipt requested) by the applicant when forwarding the module package to the agencies will document a date of receipt.

After receipt of the completed Component 4 from the planning agencies, or following expiration of the 60 day period without comments, the applicant must submit the entire component package to the municipality having jurisdiction over the project area for review and action. If approved by the municipality, the proposed plan, along with the municipal action, will be forwarded to the approving agency (Department of Environmental Protection or delegated local agency). The approving agency, in turn, will either approve the proposed plan, return it as incomplete, or disapprove the plan, based upon the information provided.

Instructions for Completing Planning Agency and/or Health Department Review Component

Section A. Project Name

Enter the project name as it appears on the accompanying sewage facilities planning module component (Component 2, 2m, 3, 3s or 3m).

Section B. Review Schedule

Enter the date the package was received by the reviewing agency, and the date that the review was completed.

Section C. Agency Review

1. Answer the yes/no questions and provide any descriptive information necessary on the lines provided. Attach additional sheets, if necessary.

2. Complete the name, title, and signature block.

Section D. Additional Comments

The Agency may provide whatever additional comment(s) it deems necessary, as described in the form. Attach additional sheets, if necessary.

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DEPARTMENT OF ENVIRONMENTAL PROTECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

DEP Code #:

SEWAGE FACILITIES PLANNING MODULE
COMPONENT 4A - MUNICIPAL PLANNING AGENCY REVIEW

Note to Project Sponsor: To expedite the review of your proposal, one copy of your completed planning module package and one copy of this *Planning Agency Review Component* should be sent to the local municipal planning agency for their comments.

SECTION A. PROJECT NAME (See Section A of instructions)

Project Name

Towamencin Township Act 537 Special Study Transfer of Sanitary Sewerage Facilities

SECTION B. REVIEW SCHEDULE (See Section B of instructions)

1. Date plan received by municipal planning agency _____
2. Date review completed by agency _____

SECTION C. AGENCY REVIEW (See Section C of instructions)

Yes	No		
☐	☐	1.	Is there a municipal comprehensive plan adopted under the Municipalities Planning Code (53 P.S. 10101, *et seq.*)?
☐	☐	2.	Is this proposal consistent with the comprehensive plan for land use?
			If no, describe the inconsistencies _____
☐	☐	3.	Is this proposal consistent with the use, development, and protection of water resources?
			If no, describe the inconsistencies _____
☐	☐	4.	Is this proposal consistent with municipal land use planning relative to Prime Agricultural Land Preservation?
☐	☐	5.	Does this project propose encroachments, obstructions, or dams that will affect wetlands?
			If yes, describe impacts _____
☐	☐	6.	Will any known historical or archaeological resources be impacted by this project?
			If yes, describe impacts _____
☐	☐	7.	Will any known endangered or threatened species of plant or animal be impacted by this project?
			If yes, describe impacts _____
☐	☐	8.	Is there a municipal zoning ordinance?
☐	☐	9.	Is this proposal consistent with the ordinance?
			If no, describe the inconsistencies _____
☐	☐	10.	Does the proposal require a change or variance to an existing comprehensive plan or zoning ordinance?
☐	☐	11.	Have all applicable zoning approvals been obtained?
☐	☐	12.	Is there a municipal subdivision and land development ordinance?

SECTION C. AGENCY REVIEW (continued)

Yes	No	
☐	☐	13. Is this proposal consistent with the ordinance? If no, describe the inconsistencies _____
☐	☐	14. Is this plan consistent with the municipal Official Sewage Facilities Plan? If no, describe the inconsistencies _____
☐	☐	15. Are there any wastewater disposal needs in the area adjacent to this proposal that should be considered by the municipality? If yes, describe _____
☐	☐	16. Has a waiver of the sewage facilities planning requirements been requested for the residual tract of this subdivision?
☐	☐	If yes, is the proposed waiver consistent with applicable ordinances? If no, describe the inconsistencies _____

17. Name, title and signature of planning agency staff member completing this section:

Name: _____

Title: _____

Signature: _____

Date: _____

Name of Municipal Planning Agency: Hatfield Township Planning Commission

Address 1950 School Road, Hatfield, PA 19440

Telephone Number: (215) 855-0900

SECTION D. ADDITIONAL COMMENTS (See Section D of instructions)

This component does not limit municipal planning agencies from making additional comments concerning the relevancy of the proposed plan to other plans or ordinances. If additional comments are needed, attach additional sheets.

The planning agency must complete this component within 60 days.

This component and any additional comments are to be returned to the applicant.

Established in 1728
Towamencin
TOWNSHIP
A Community of Tradition and Vision

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

January 12, 2023

Mr. John J Ernst, Borough Manager
Lansdale Borough
1 Vine Street, Suite 201
Lansdale, PA 19446

Reference: Towamencin Township Act 537 Special Study
Towamencin Township, Montgomery County, Pennsylvania
PADEP Sewage Facilities Planning Module – Component 4A Review

Dear JOHN Mr. Ernst:

Towamencin Township, Montgomery County is in the process of selling their sanitary sewerage system. Part of your municipality is serviced by the Towamencin Township sanitary sewer system.

Attached to this letter please find the Component 4A – Municipal Planning Agency Review and a copy of the Act 537 Special Study "Acquisition of Towamencin Township / Towamencin Municipal Authority Sewage Facilities by NextEra Water Pennsylvania, LLC". As part of the review process, PADEP requires local Municipal Planning Agency review of the Act 537 Special Study and completion the Component 4A within 60 days of receipt. Please place this on the next available Planning Commission meeting agenda for review by the Planning Commission.

Upon completion of the Municipal Planning Agency review, please sign Component 4A and return it to the following address:

Gilmore & Associates, Inc.
184 W. Main Street, Suite 300
Trappe, PA 19426
Attention: William Dingman
Email: wdingman@gilmore-assoc.com
Phone: 610-489-4949

Thank you in advance for your attention to this matter. Should you have any questions or require additional information please contact me at 215-368-7602 ext.1201 or William Dingman at Gilmore & Associates, Inc..

Very truly yours,

David G. Kraynik
Towamencin Township Manager

Enclosure

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

INSTRUCTIONS FOR COMPLETING COMPONENT 4A
MUNICIPAL PLANNING AGENCY REVIEW

Remove and recycle these instructions prior to mailing component to the approving agency.

Background

This component, Component 4, is used to obtain the comments of planning agencies and/or health departments having jurisdiction over the project area. It is used in conjunction with other planning module components appropriate to the characteristics of the project proposed.

Who Should Complete the Component?

The component should be completed by any existing municipal planning agency, county planning agency, planning agency with areawide jurisdiction, and/or health department having jurisdiction over the project site. It is divided into sections to allow for convenient use by the appropriate agencies.

The project sponsor must forward copies of this component, along with supporting components and data, to the appropriate planning agency(ies) and health department(s) (if any) having jurisdiction over the development site. These agencies are responsible for responding to the questions in their respective sections of Component 4, as well as providing whatever additional comments they may wish to provide on the project plan. After the agencies have completed their review, the component will be returned to the applicant. The agencies have 60 days in which to provide comments to the applicant. If the agencies fail to comment within this 60 day period, the applicant may proceed to the next stage of the review without the comments. The use of registered mail or certified mail (return receipt requested) by the applicant when forwarding the module package to the agencies will document a date of receipt.

After receipt of the completed Component 4 from the planning agencies, or following expiration of the 60 day period without comments, the applicant must submit the entire component package to the municipality having jurisdiction over the project area for review and action. If approved by the municipality, the proposed plan, along with the municipal action, will be forwarded to the approving agency (Department of Environmental Protection or delegated local agency). The approving agency, in turn, will either approve the proposed plan, return it as incomplete, or disapprove the plan, based upon the information provided.

Instructions for Completing Planning Agency and/or Health Department Review Component

Section A. Project Name

Enter the project name as it appears on the accompanying sewage facilities planning module component (Component 2, 2m, 3, 3s or 3m).

Section B. Review Schedule

Enter the date the package was received by the reviewing agency, and the date that the review was completed.

Section C. Agency Review

1. Answer the yes/no questions and provide any descriptive information necessary on the lines provided. Attach additional sheets, if necessary.

2. Complete the name, title, and signature block.

Section D. Additional Comments

The Agency may provide whatever additional comment(s) it deems necessary, as described in the form. Attach additional sheets, if necessary.

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

DEP Code #:

SEWAGE FACILITIES PLANNING MODULE
COMPONENT 4A - MUNICIPAL PLANNING AGENCY REVIEW

Note to Project Sponsor: To expedite the review of your proposal, one copy of your completed planning module package and one copy of this *Planning Agency Review Component* should be sent to the local municipal planning agency for their comments.

SECTION A. PROJECT NAME (See Section A of instructions)

Project Name

Towamencin Township Act 537 Special Study Transfer of Sanitary Sewerage Facilities

SECTION B. REVIEW SCHEDULE (See Section B of instructions)

1. Date plan received by municipal planning agency _____
2. Date review completed by agency _____

SECTION C. AGENCY REVIEW (See Section C of instructions)

Yes	No		
☐	☐	1.	Is there a municipal comprehensive plan adopted under the Municipalities Planning Code (53 P.S. 10101, *et seq.*)?
☐	☐	2.	Is this proposal consistent with the comprehensive plan for land use?
			If no, describe the inconsistencies _____
☐	☐	3.	Is this proposal consistent with the use, development, and protection of water resources?
			If no, describe the inconsistencies _____
☐	☐	4.	Is this proposal consistent with municipal land use planning relative to Prime Agricultural Land Preservation?
☐	☐	5.	Does this project propose encroachments, obstructions, or dams that will affect wetlands?
			If yes, describe impacts _____
☐	☐	6.	Will any known historical or archaeological resources be impacted by this project?
			If yes, describe impacts _____
☐	☐	7.	Will any known endangered or threatened species of plant or animal be impacted by this project?
			If yes, describe impacts _____
☐	☐	8.	Is there a municipal zoning ordinance?
☐	☐	9.	Is this proposal consistent with the ordinance?
			If no, describe the inconsistencies _____
☐	☐	10.	Does the proposal require a change or variance to an existing comprehensive plan or zoning ordinance?
☐	☐	11.	Have all applicable zoning approvals been obtained?
☐	☐	12.	Is there a municipal subdivision and land development ordinance?

SECTION C. AGENCY REVIEW (continued)

Yes	No	
☐	☐	13. Is this proposal consistent with the ordinance? If no, describe the inconsistencies _____
☐	☐	14. Is this plan consistent with the municipal Official Sewage Facilities Plan? If no, describe the inconsistencies _____
☐	☐	15. Are there any wastewater disposal needs in the area adjacent to this proposal that should be considered by the municipality? If yes, describe _____
☐	☐	16. Has a waiver of the sewage facilities planning requirements been requested for the residual tract of this subdivision?
☐	☐	If yes, is the proposed waiver consistent with applicable ordinances? If no, describe the inconsistencies _____

17. Name, title and signature of planning agency staff member completing this section:

Name: _____

Title: _____

Signature: _____

Date: _____

Name of Municipal Planning Agency: Lansdale Borough Planning Commission

Address 1 Vine Street, Suite 201, Lansdale, PA 19446

Telephone Number: (215) 368-1691

SECTION D. ADDITIONAL COMMENTS (See Section D of instructions)

This component does not limit municipal planning agencies from making additional comments concerning the relevancy of the proposed plan to other plans or ordinances. If additional comments are needed, attach additional sheets.

The planning agency must complete this component within 60 days.

This component and any additional comments are to be returned to the applicant.

Established in 1728

Towamencin

TOWNSHIP

A Community of Tradition and Vision

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

January 12, 2023

Mr. Joseph S. Czajkowski, Township Manager
Lower Salford Township
379 Main Street
Harleysville, PA 19438

Reference: Towamencin Township Act 537 Special Study
Towamencin Township, Montgomery County, Pennsylvania
PADEP Sewage Facilities Planning Module – Component 4A Review

Dear Mr. Czajkowski:

Towamencin Township, Montgomery County is in the process of selling their sanitary sewerage system. Part of your municipality is serviced by the Towamencin Township sanitary sewer system.

Attached to this letter please find the Component 4A – Municipal Planning Agency Review and a copy of the Act 537 Special Study "Acquisition of Towamencin Township / Towamencin Municipal Authority Sewage Facilities by NextEra Water Pennsylvania, LLC". As part of the review process, PADEP requires local Municipal Planning Agency review of the Act 537 Special Study and completion the Component 4A within 60 days of receipt. Please place this on the next available Planning Commission meeting agenda for review by the Planning Commission.

Upon completion of the Municipal Planning Agency review, please sign Component 4A and return it to the following address:

Gilmore & Associates, Inc.
184 W. Main Street, Suite 300
Trappe, PA 19426
Attention: William Dingman
Email: wdingman@gilmore-assoc.com
Phone: 610-489-4949

Thank you in advance for your attention to this matter. Should you have any questions or require additional information please contact me at 215-368-7602 ext.1201 or William Dingman at Gilmore & Associates, Inc.

Very truly yours,

David G. Kraynik
Towamencin Township Manager

Enclosure

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

INSTRUCTIONS FOR COMPLETING COMPONENT 4A
MUNICIPAL PLANNING AGENCY REVIEW

Remove and recycle these instructions prior to mailing component to the approving agency.

Background

This component, Component 4, is used to obtain the comments of planning agencies and/or health departments having jurisdiction over the project area. It is used in conjunction with other planning module components appropriate to the characteristics of the project proposed.

Who Should Complete the Component?

The component should be completed by any existing municipal planning agency, county planning agency, planning agency with areawide jurisdiction, and/or health department having jurisdiction over the project site. It is divided into sections to allow for convenient use by the appropriate agencies.

The project sponsor must forward copies of this component, along with supporting components and data, to the appropriate planning agency(ies) and health department(s) (if any) having jurisdiction over the development site. These agencies are responsible for responding to the questions in their respective sections of Component 4, as well as providing whatever additional comments they may wish to provide on the project plan. After the agencies have completed their review, the component will be returned to the applicant. The agencies have 60 days in which to provide comments to the applicant. If the agencies fail to comment within this 60 day period, the applicant may proceed to the next stage of the review without the comments. The use of registered mail or certified mail (return receipt requested) by the applicant when forwarding the module package to the agencies will document a date of receipt.

After receipt of the completed Component 4 from the planning agencies, or following expiration of the 60 day period without comments, the applicant must submit the entire component package to the municipality having jurisdiction over the project area for review and action. If approved by the municipality, the proposed plan, along with the municipal action, will be forwarded to the approving agency (Department of Environmental Protection or delegated local agency). The approving agency, in turn, will either approve the proposed plan, return it as incomplete, or disapprove the plan, based upon the information provided.

Instructions for Completing Planning Agency and/or Health Department Review Component

Section A. Project Name

Enter the project name as it appears on the accompanying sewage facilities planning module component (Component 2, 2m, 3, 3s or 3m).

Section B. Review Schedule

Enter the date the package was received by the reviewing agency, and the date that the review was completed.

Section C. Agency Review

1. Answer the yes/no questions and provide any descriptive information necessary on the lines provided. Attach additional sheets, if necessary.

2. Complete the name, title, and signature block.

Section D. Additional Comments

The Agency may provide whatever additional comment(s) it deems necessary, as described in the form. Attach additional sheets, if necessary.

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

DEP Code #:

SEWAGE FACILITIES PLANNING MODULE
COMPONENT 4A - MUNICIPAL PLANNING AGENCY REVIEW

Note to Project Sponsor: To expedite the review of your proposal, one copy of your completed planning module package and one copy of this *Planning Agency Review Component* should be sent to the local municipal planning agency for their comments.

SECTION A. PROJECT NAME (See Section A of instructions)

Project Name

Towamencin Township Act 537 Special Study Transfer of Sanitary Sewerage Facilities

SECTION B. REVIEW SCHEDULE (See Section B of instructions)

1. Date plan received by municipal planning agency _____
2. Date review completed by agency _____

SECTION C. AGENCY REVIEW (See Section C of instructions)

Yes	No		
☐	☐	1.	Is there a municipal comprehensive plan adopted under the Municipalities Planning Code (53 P.S. 10101, *et seq.*)?
☐	☐	2.	Is this proposal consistent with the comprehensive plan for land use? If no, describe the inconsistencies _____
☐	☐	3.	Is this proposal consistent with the use, development, and protection of water resources? If no, describe the inconsistencies _____
☐	☐	4.	Is this proposal consistent with municipal land use planning relative to Prime Agricultural Land Preservation?
☐	☐	5.	Does this project propose encroachments, obstructions, or dams that will affect wetlands? If yes, describe impacts _____
☐	☐	6.	Will any known historical or archaeological resources be impacted by this project? If yes, describe impacts _____
☐	☐	7.	Will any known endangered or threatened species of plant or animal be impacted by this project? If yes, describe impacts _____
☐	☐	8.	Is there a municipal zoning ordinance?
☐	☐	9.	Is this proposal consistent with the ordinance? If no, describe the inconsistencies _____
☐	☐	10.	Does the proposal require a change or variance to an existing comprehensive plan or zoning ordinance?
☐	☐	11.	Have all applicable zoning approvals been obtained?
☐	☐	12.	Is there a municipal subdivision and land development ordinance?

SECTION C. AGENCY REVIEW (continued)

Yes	No	
☐	☐	13. Is this proposal consistent with the ordinance? If no, describe the inconsistencies _____
☐	☐	14. Is this plan consistent with the municipal Official Sewage Facilities Plan? If no, describe the inconsistencies _____
☐	☐	15. Are there any wastewater disposal needs in the area adjacent to this proposal that should be considered by the municipality? If yes, describe _____
☐	☐	16. Has a waiver of the sewage facilities planning requirements been requested for the residual tract of this subdivision?
☐	☐	If yes, is the proposed waiver consistent with applicable ordinances? If no, describe the inconsistencies _____

17. Name, title and signature of planning agency staff member completing this section:

Name: _____

Title: _____

Signature: _____

Date: _____

Name of Municipal Planning Agency: Lower Salford Township Planning Commission

Address 379 Main Street, Harleysville, PA 19438

Telephone Number: (215) 256-8087

SECTION D. ADDITIONAL COMMENTS (See Section D of instructions)

This component does not limit municipal planning agencies from making additional comments concerning the relevancy of the proposed plan to other plans or ordinances. If additional comments are needed, attach additional sheets.

The planning agency must complete this component within 60 days.

This component and any additional comments are to be returned to the applicant.

Established in 1728
Towamencin
TOWNSHIP
A Community of Tradition and Vision

January 12, 2023

Towamencin Township Planning Commission
1090 Troxel Road
Lansdale, PA 19446

Reference: Towamencin Township Act 537 Special Study
Towamencin Township, Montgomery County, Pennsylvania
PADEP Sewage Facilities Planning Module – Component 4A Review

Dear Planning Commission:

Towamencin Township, Montgomery County is in the process of selling their sanitary sewerage system..

Attached to this letter please find the Component 4A – Municipal Planning Agency Review and a copy of the Act 537 Special Study "Acquisition of Towamencin Township / Towamencin Municipal Authority Sewage Facilities by NextEra Water Pennsylvania, LLC". As part of the review process, PADEP requires local Municipal Planning Agency review of the Act 537 Special Study and completion the Component 4A within 60 days of receipt. Please place this on the next available Planning Commission meeting agenda for review by the Planning Commission.

Upon completion of the Municipal Planning Agency review, please sign Component 4A and return it to the following address:

Gilmore & Associates, Inc.
184 W. Main Street, Suite 300
Trappe, PA 19426
Attention: William Dingman
Email: wdingman@gilmore-assoc.com
Phone: 610-489-4949

Thank you in advance for your attention to this matter. Should you have any questions or require additional information please contact me at 215-368-7602 ext.1201 or William Dingman at Gilmore & Associates, Inc..

Very truly yours,

David G. Kraynik
Towamencin Township Manager

Enclosure

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

INSTRUCTIONS FOR COMPLETING COMPONENT 4A MUNICIPAL PLANNING AGENCY REVIEW

Remove and recycle these instructions prior to mailing component to the approving agency.

Background

This component, Component 4, is used to obtain the comments of planning agencies and/or health departments having jurisdiction over the project area. It is used in conjunction with other planning module components appropriate to the characteristics of the project proposed.

Who Should Complete the Component?

The component should be completed by any existing municipal planning agency, county planning agency, planning agency with areawide jurisdiction, and/or health department having jurisdiction over the project site. It is divided into sections to allow for convenient use by the appropriate agencies.

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Instructions for Completing Planning Agency and/or Health Department Review Component

Section A. Project Name

Enter the project name as it appears on the accompanying sewage facilities planning module component (Component 2, 2m, 3, 3s or 3m).

Section B. Review Schedule

Enter the date the package was received by the reviewing agency, and the date that the review was completed.

Section C. Agency Review

1. Answer the yes/no questions and provide any descriptive information necessary on the lines provided. Attach additional sheets, if necessary.

2. Complete the name, title, and signature block.

Section D. Additional Comments

The Agency may provide whatever additional comment(s) it deems necessary, as described in the form. Attach additional sheets, if necessary.

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

DEP Code #:

SEWAGE FACILITIES PLANNING MODULE
COMPONENT 4A - MUNICIPAL PLANNING AGENCY REVIEW

Note to Project Sponsor: To expedite the review of your proposal, one copy of your completed planning module package and one copy of this *Planning Agency Review Component* should be sent to the local municipal planning agency for their comments.

SECTION A. PROJECT NAME (See Section A of instructions)

Project Name

Towamencin Township Act 537 Special Study Transfer of Sanitary Sewerage Facilities

SECTION B. REVIEW SCHEDULE (See Section B of instructions)

1. Date plan received by municipal planning agency _____
2. Date review completed by agency _____

SECTION C. AGENCY REVIEW (See Section C of instructions)

Yes	No		
☐	☐	1.	Is there a municipal comprehensive plan adopted under the Municipalities Planning Code (53 P.S. 10101, *et seq.*)?
☐	☐	2.	Is this proposal consistent with the comprehensive plan for land use?
			If no, describe the inconsistencies _____
☐	☐	3.	Is this proposal consistent with the use, development, and protection of water resources?
			If no, describe the inconsistencies _____
☐	☐	4.	Is this proposal consistent with municipal land use planning relative to Prime Agricultural Land Preservation?
☐	☐	5.	Does this project propose encroachments, obstructions, or dams that will affect wetlands?
			If yes, describe impacts _____
☐	☐	6.	Will any known historical or archaeological resources be impacted by this project?
			If yes, describe impacts _____
☐	☐	7.	Will any known endangered or threatened species of plant or animal be impacted by this project?
			If yes, describe impacts _____
☐	☐	8.	Is there a municipal zoning ordinance?
☐	☐	9.	Is this proposal consistent with the ordinance?
			If no, describe the inconsistencies _____
☐	☐	10.	Does the proposal require a change or variance to an existing comprehensive plan or zoning ordinance?
☐	☐	11.	Have all applicable zoning approvals been obtained?
☐	☐	12.	Is there a municipal subdivision and land development ordinance?

SECTION C. AGENCY REVIEW (continued)

Yes	No	
☐	☐	13. Is this proposal consistent with the ordinance? If no, describe the inconsistencies _____
☐	☐	14. Is this plan consistent with the municipal Official Sewage Facilities Plan? If no, describe the inconsistencies _____
☐	☐	15. Are there any wastewater disposal needs in the area adjacent to this proposal that should be considered by the municipality? If yes, describe _____
☐	☐	16. Has a waiver of the sewage facilities planning requirements been requested for the residual tract of this subdivision?
☐	☐	If yes, is the proposed waiver consistent with applicable ordinances? If no, describe the inconsistencies _____

17. Name, title and signature of planning agency staff member completing this section:

Name: _____

Title: _____

Signature: _____

Date: _____

Name of Municipal Planning Agency: Towamencin Township Planning Commission

Address 1090 Troxel Road, Lansdale, PA 19446

Telephone Number: (215) 368-7602

SECTION D. ADDITIONAL COMMENTS (See Section D of instructions)

This component does not limit municipal planning agencies from making additional comments concerning the relevancy of the proposed plan to other plans or ordinances. If additional comments are needed, attach additional sheets.

The planning agency must complete this component within 60 days.

This component and any additional comments are to be returned to the applicant.

Established in 1728

Towamencin TOWNSHIP

Community Tradition and Vision

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

January 12, 2023

Ms. Sandra Brookley Zadell, Township Manager
Upper Gwynedd Township
1 Parkside Place
North Wales, PA 19454

Reference: Towamencin Township Act 537 Special Study
Towamencin Township, Montgomery County, Pennsylvania
PADEP Sewage Facilities Planning Module – Component 4A Review

Dear Ms. Sandra Brookley Zadell:

Towamencin Township, Montgomery County is in the process of selling their sanitary sewerage system. Part of your municipality is serviced by the Towamencin Township sanitary sewer system.

Attached to this letter please find the Component 4A – Municipal Planning Agency Review and a copy of the Act 537 Special Study "Acquisition of Towamencin Township / Towamencin Municipal Authority Sewage Facilities by NextEra Water Pennsylvania, LLC". As part of the review process, PADEP requires local Municipal Planning Agency review of the Act 537 Special Study and completion the Component 4A within 60 days of receipt. Please place this on the next available Planning Commission meeting agenda for review by the Planning Commission.

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Gilmore & Associates, Inc.
184 W. Main Street, Suite 300
Trappe, PA 19426
Attention: William Dingman
Email: wdingman@gilmore-assoc.com
Phone: 610-489-4949

Thank you in advance for your attention to this matter. Should you have any questions or require additional information please contact me at 215-368-7602 ext.1201 or William Dingman at Gilmore & Associates, Inc.

Very truly yours,

David G. Kraynik
Towamencin Township Manager

Enclosure

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DEPARTMENT OF ENVIRONMENTAL PROTECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

INSTRUCTIONS FOR COMPLETING COMPONENT 4A MUNICIPAL PLANNING AGENCY REVIEW

Remove and recycle these instructions prior to mailing component to the approving agency.

Background

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Instructions for Completing Planning Agency and/or Health Department Review Component

Section A. Project Name

Enter the project name as it appears on the accompanying sewage facilities planning module component (Component 2, 2m, 3, 3s or 3m).

Section B. Review Schedule

Enter the date the package was received by the reviewing agency, and the date that the review was completed.

Section C. Agency Review

1. Answer the yes/no questions and provide any descriptive information necessary on the lines provided. Attach additional sheets, if necessary.

2. Complete the name, title, and signature block.

Section D. Additional Comments

The Agency may provide whatever additional comment(s) it deems necessary, as described in the form. Attach additional sheets, if necessary.

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

DEP Code #:

SEWAGE FACILITIES PLANNING MODULE
COMPONENT 4A - MUNICIPAL PLANNING AGENCY REVIEW

Note to Project Sponsor: To expedite the review of your proposal, one copy of your completed planning module package and one copy of this *Planning Agency Review Component* should be sent to the local municipal planning agency for their comments.

SECTION A. PROJECT NAME (See Section A of instructions)

Project Name

Towamencin Township Act 537 Special Study Transfer of Sanitary Sewerage Facilities

SECTION B. REVIEW SCHEDULE (See Section B of instructions)

1. Date plan received by municipal planning agency _____
2. Date review completed by agency _____

SECTION C. AGENCY REVIEW (See Section C of instructions)

Yes	No		
☐	☐	1.	Is there a municipal comprehensive plan adopted under the Municipalities Planning Code (53 P.S. 10101, *et seq.*)?
☐	☐	2.	Is this proposal consistent with the comprehensive plan for land use?
			If no, describe the inconsistencies _____
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☐	☐	12.	Is there a municipal subdivision and land development ordinance?

SECTION C. AGENCY REVIEW (continued)

Yes	No	
☐	☐	13. Is this proposal consistent with the ordinance? If no, describe the inconsistencies _____
☐	☐	14. Is this plan consistent with the municipal Official Sewage Facilities Plan? If no, describe the inconsistencies _____
☐	☐	15. Are there any wastewater disposal needs in the area adjacent to this proposal that should be considered by the municipality? If yes, describe _____
☐	☐	16. Has a waiver of the sewage facilities planning requirements been requested for the residual tract of this subdivision?
☐	☐	If yes, is the proposed waiver consistent with applicable ordinances? If no, describe the inconsistencies _____

17. Name, title and signature of planning agency staff member completing this section:

Name: _____

Title: _____

Signature: _____

Date: _____

Name of Municipal Planning Agency: Upper Gwynedd Township Planning Commission

Address 1 Parkside Place, North Wales, PA 19454

Telephone Number: (215) 699-7777

SECTION D. ADDITIONAL COMMENTS (See Section D of instructions)

This component does not limit municipal planning agencies from making additional comments concerning the relevancy of the proposed plan to other plans or ordinances. If additional comments are needed, attach additional sheets.

The planning agency must complete this component within 60 days.

This component and any additional comments are to be returned to the applicant.

Established in 1728

Towamencin

TOWNSHIP

A Community of Tradition and Vision

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

January 12, 2023

Mr. Sean Halbom, Township Manager
Worcester Township
1721 S. Valley Forge Road
Worcester, PA 19490

Reference: Towamencin Township Act 537 Special Study
Towamencin Township, Montgomery County, Pennsylvania
PADEP Sewage Facilities Planning Module – Component 4A Review

Dear Sean Halbom:

Towamencin Township, Montgomery County is in the process of selling their sanitary sewerage system. Part of your municipality is serviced by the Towamencin Township sanitary sewer system.

Attached to this letter please find the Component 4A – Municipal Planning Agency Review and a copy of the Act 537 Special Study "Acquisition of Towamencin Township / Towamencin Municipal Authority Sewage Facilities by NextEra Water Pennsylvania, LLC". As part of the review process, PADEP requires local Municipal Planning Agency review of the Act 537 Special Study and completion the Component 4A within 60 days of receipt. Please place this on the next available Planning Commission meeting agenda for review by the Planning Commission.

Upon completion of the Municipal Planning Agency review, please sign Component 4A and return it to the following address:

Gilmore & Associates, Inc.
184 W. Main Street, Suite 300
Trappe, PA 19426
Attention: William Dingman
Email: wdingman@gilmore-assoc.com
Phone: 610-489-4949

Thank you in advance for your attention to this matter. Should you have any questions or require additional information please contact me at 215-368-7602 ext.1201 or William Dingman at Gilmore & Associates, Inc.

Very truly yours,

David G. Kraynik
Towamencin Township Manager

Enclosure

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

INSTRUCTIONS FOR COMPLETING COMPONENT 4A MUNICIPAL PLANNING AGENCY REVIEW

Remove and recycle these instructions prior to mailing component to the approving agency.

Background

This component, Component 4, is used to obtain the comments of planning agencies and/or health departments having jurisdiction over the project area. It is used in conjunction with other planning module components appropriate to the characteristics of the project proposed.

Who Should Complete the Component?

The component should be completed by any existing municipal planning agency, county planning agency, planning agency with areawide jurisdiction, and/or health department having jurisdiction over the project site. It is divided into sections to allow for convenient use by the appropriate agencies.

The project sponsor must forward copies of this component, along with supporting components and data, to the appropriate planning agency(ies) and health department(s) (if any) having jurisdiction over the development site. These agencies are responsible for responding to the questions in their respective sections of Component 4, as well as providing whatever additional comments they may wish to provide on the project plan. After the agencies have completed their review, the component will be returned to the applicant. The agencies have 60 days in which to provide comments to the applicant. If the agencies fail to comment within this 60 day period, the applicant may proceed to the next stage of the review without the comments. The use of registered mail or certified mail (return receipt requested) by the applicant when forwarding the module package to the agencies will document a date of receipt.

After receipt of the completed Component 4 from the planning agencies, or following expiration of the 60 day period without comments, the applicant must submit the entire component package to the municipality having jurisdiction over the project area for review and action. If approved by the municipality, the proposed plan, along with the municipal action, will be forwarded to the approving agency (Department of Environmental Protection or delegated local agency). The approving agency, in turn, will either approve the proposed plan, return it as incomplete, or disapprove the plan, based upon the information provided.

Instructions for Completing Planning Agency and/or Health Department Review Component

Section A. Project Name

Enter the project name as it appears on the accompanying sewage facilities planning module component (Component 2, 2m, 3, 3s or 3m).

Section B. Review Schedule

Enter the date the package was received by the reviewing agency, and the date that the review was completed.

Section C. Agency Review

1. Answer the yes/no questions and provide any descriptive information necessary on the lines provided. Attach additional sheets, if necessary.

2. Complete the name, title, and signature block.

Section D. Additional Comments

The Agency may provide whatever additional comment(s) it deems necessary, as described in the form. Attach additional sheets, if necessary.

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

DEP Code #:

SEWAGE FACILITIES PLANNING MODULE
COMPONENT 4A - MUNICIPAL PLANNING AGENCY REVIEW

Note to Project Sponsor: To expedite the review of your proposal, one copy of your completed planning module package and one copy of this *Planning Agency Review Component* should be sent to the local municipal planning agency for their comments.

SECTION A. PROJECT NAME (See Section A of instructions)

Project Name

Towamencin Township Act 537 Special Study Transfer of Sanitary Sewerage Facilities

SECTION B. REVIEW SCHEDULE (See Section B of instructions)

1. Date plan received by municipal planning agency _____
2. Date review completed by agency _____

SECTION C. AGENCY REVIEW (See Section C of instructions)

Yes	No		
☐	☐	1.	Is there a municipal comprehensive plan adopted under the Municipalities Planning Code (53 P.S. 10101, *et seq.*)?
☐	☐	2.	Is this proposal consistent with the comprehensive plan for land use? If no, describe the inconsistencies _____
☐	☐	3.	Is this proposal consistent with the use, development, and protection of water resources? If no, describe the inconsistencies _____
☐	☐	4.	Is this proposal consistent with municipal land use planning relative to Prime Agricultural Land Preservation?
☐	☐	5.	Does this project propose encroachments, obstructions, or dams that will affect wetlands? If yes, describe impacts _____
☐	☐	6.	Will any known historical or archaeological resources be impacted by this project? If yes, describe impacts _____
☐	☐	7.	Will any known endangered or threatened species of plant or animal be impacted by this project? If yes, describe impacts _____
☐	☐	8.	Is there a municipal zoning ordinance?
☐	☐	9.	Is this proposal consistent with the ordinance? If no, describe the inconsistencies _____
☐	☐	10.	Does the proposal require a change or variance to an existing comprehensive plan or zoning ordinance?
☐	☐	11.	Have all applicable zoning approvals been obtained?
☐	☐	12.	Is there a municipal subdivision and land development ordinance?

SECTION C. AGENCY REVIEW (continued)

Yes	No	
☐	☐	13. Is this proposal consistent with the ordinance? If no, describe the inconsistencies _____
☐	☐	14. Is this plan consistent with the municipal Official Sewage Facilities Plan? If no, describe the inconsistencies _____
☐	☐	15. Are there any wastewater disposal needs in the area adjacent to this proposal that should be considered by the municipality? If yes, describe _____
☐	☐	16. Has a waiver of the sewage facilities planning requirements been requested for the residual tract of this subdivision?
☐	☐	If yes, is the proposed waiver consistent with applicable ordinances? If no, describe the inconsistencies _____

17. Name, title and signature of planning agency staff member completing this section:

Name: _____

Title: _____

Signature: _____

Date: _____

Name of Municipal Planning Agency: Worcester Township Planning Commission

Address 1721 S. Valley Forge Road, Worcester, PA 19490

Telephone Number: (610) 584-1410

SECTION D. ADDITIONAL COMMENTS (See Section D of instructions)

This component does not limit municipal planning agencies from making additional comments concerning the relevancy of the proposed plan to other plans or ordinances. If additional comments are needed, attach additional sheets.

The planning agency must complete this component within 60 days.

This component and any additional comments are to be returned to the applicant.

Established in 1728

Towamencin

TOWNSHIP

A Community of Tradition and Vision

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

January 12, 2023

Montgomery County Planning Commission
425 Swede Street, Suite 201
P.O. Box 311
Norristown, PA 19404-0311

Reference: Towamencin Township Act 537 Special Study
Towamencin Township, Montgomery County, Pennsylvania
PADEP Sewage Facilities Planning Module – Component 4B Review

Gentlemen / Ladies:

Towamencin Township, Montgomery County is in the process of selling their sanitary sewerage system.

Attached to this letter please find the Component 4B – County Planning Agency Review and a copy of the Act 537 Special Study "Acquisition of Towamencin Township / Towamencin Municipal Authority Sewage Facilities by NextEra Water Pennsylvania, LLC". As part of the review process, PADEP requires County Planning Agency review of the Act 537 Special Study and completion the Component 4B within 60 days of receipt. Please place this on the next available Planning Commission meeting agenda for review by the Planning Commission.

Upon completion of the Planning Agency review, please sign Component 4B and return it to the following address:

Gilmore & Associates, Inc.
184 W. Main Street, Suite 300
Trappe, PA 19426
Attention: William Dingman
Email: wdingman@gilmore-assoc.com
Phone: 610-489-4949

Thank you in advance for your attention to this matter. Should you have any questions or require additional information please contact me at 215-368-7602 ext.1201 or William Dingman at Gilmore & Associates, Inc.

Very truly yours,

David G. Kraynik
Towamencin Township Manager

Enclosure

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DEPARTMENT OF ENVIRONMENTAL PROTECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

INSTRUCTIONS FOR COMPLETING COMPONENT 4B
COUNTY PLANNING AGENCY REVIEW
(or Planning Agency with Areawide Jurisdiction)

Remove and recycle these instructions prior to mailing component to the approving agency.

Background

This component, Component 4, is used to obtain the comments of planning agencies and/or health departments having jurisdiction over the project area. It is used in conjunction with other planning module components appropriate to the characteristics of the project proposed.

Who Should Complete the Component?

The component should be completed by any existing municipal planning agency, county planning agency, planning agency with areawide jurisdiction, and/or health department having jurisdiction over the project site. It is divided into sections to allow for convenient use by the appropriate agencies.

The project sponsor must forward copies of this component, along with supporting components and data, to the appropriate planning agency(ies) and health department(s) (if any) having jurisdiction over the development site. These agencies are responsible for responding to the questions in their respective sections of Component 4, as well as providing whatever additional comments they may wish to provide on the project plan. After the agencies have completed their review, the component will be returned to the applicant. The agencies have 60 days in which to provide comments to the applicant. If the agencies fail to comment within this 60 day period, the applicant may proceed to the next stage of the review without the comments. The use of registered mail or certified mail (return receipt requested) by the applicant when forwarding the module package to the agencies will document a date of receipt.

After receipt of the completed Component 4 from the planning agencies, or following expiration of the 60 day period without comments, the applicant must submit the entire component package to the municipality having jurisdiction over the project area for review and action. If approved by the municipality, the proposed plan, along with the municipal action, will be forwarded to the approving agency (Department of Environmental Protection or delegated local agency). The approving agency, in turn, will either approve the proposed plan, return it as incomplete, or disapprove the plan, based upon the information provided.

Instructions for Completing Planning Agency and/or Health Department Review Component

Section A. Project Name

Enter the project name as it appears on the accompanying sewage facilities planning module component (Component 2, 3, 3s or 3m).

Section B. Review Schedule

Enter the date the package was received by the reviewing agency, and the date that the review was completed.

Section C. Agency Review

1. Answer the yes/no questions and provide any descriptive information necessary on the lines provided. Attach additional sheets, if necessary.

2. Complete the name, title, and signature block.

Section D. Additional Comments

The Agency may provide whatever additional comment(s) it deems necessary, as described in the form. Attach additional sheets, if necessary.

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

DEP Code #:

SEWAGE FACILITIES PLANNING MODULE
COMPONENT 4B - COUNTY PLANNING AGENCY REVIEW

(or Planning Agency with Areawide Jurisdiction)

Note to Project Sponsor: To expedite the review of your proposal, one copy of your completed planning package and one copy of this *Planning Agency Review Component* should be sent to the county planning agency or planning agency with areawide jurisdiction for their comments.

SECTION A. PROJECT NAME (See Section A of instructions)

Project Name

Towamencin Township Act 537 Special Study Transfer of Sanitary Sewerage Facilities

SECTION B. REVIEW SCHEDULE (See Section B of instructions)

1. Date plan received by county planning agency _____
2. Date plan received by planning agency with areawide jurisdiction _____

   Agency name _____
3. Date review completed by agency _____

SECTION C. AGENCY REVIEW (See Section C of instructions)

Yes	No		
☐	☐	1.	Is there a county or areawide comprehensive plan adopted under the Municipalities Planning Code (53 P.S. 10101 *et seq.*)?
☐	☐	2.	Is this proposal consistent with the comprehensive plan for land use?
☐	☐	3.	Does this proposal meet the goals and objectives of the plan? If no, describe goals and objectives that are not met _____
☐	☐	4.	Is this proposal consistent with the use, development, and protection of water resources? If no, describe inconsistency _____
☐	☐	5.	Is this proposal consistent with the county or areawide comprehensive land use planning relative to Prime Agricultural Land Preservation? If no, describe inconsistencies: _____
☐	☐	6.	Does this project propose encroachments, obstructions, or dams that will affect wetlands? If yes, describe impact _____
☐	☐	7.	Will any known historical or archeological resources be impacted by this project? If yes, describe impacts _____
☐	☐	8.	Will any known endangered or threatened species of plant or animal be impacted by the development project? If yes, describe impacts _____
☐	☐	9.	Is there a county or areawide zoning ordinance?
☐	☐	10.	Does this proposal meet the zoning requirements of the ordinance? If no, describe inconsistencies _____

SECTION C. AGENCY REVIEW (continued)

Yes	No		
☐	☐	11.	Have all applicable zoning approvals been obtained?
☐	☐	12.	Is there a county or areawide subdivision and land development ordinance?
☐	☐	13.	Does this proposal meet the requirements of the ordinance?
			If no, describe which requirements are not met _____
☐	☐	14.	Is this proposal consistent with the municipal Official Sewage Facilities Plan?
			If no, describe inconsistency _____
☐	☐	15.	Are there any wastewater disposal needs in the area adjacent to this proposal that should be considered by the municipality?
			If yes, describe _____
☐	☐	16.	Has a waiver of the sewage facilities planning requirements been requested for the residual tract of this subdivision?
☐	☐		If yes, is the proposed waiver consistent with applicable ordinances.
			If no, describe the inconsistencies _____
☐	☐	17.	Does the county have a stormwater management plan as required by the Stormwater Management Act?
☐	☐		If yes, will this project plan require the implementation of storm water management measures?
		18.	Name, Title and signature of person completing this section:
			Name: _____
			Title: _____
			Signature: _____
			Date: _____
			Name of County or Areawide Planning Agency: Montgomery County Planning Commission
			Address: 425 Swede Street, Suite 201, P.O. Box 311, Norristown, PA 19404-0311
			Telephone Number: (610) 278-3722

SECTION D. ADDITIONAL COMMENTS (See Section D of instructions)

This component does not limit county planning agencies from making additional comments concerning the relevancy of the proposed plan to other plans or ordinances. If additional comments are needed, attach additional sheets.

The county planning agency must complete this component within 60 days.

This component and any additional comments are to be returned to the applicant.

Established in 1728
Towamencin
TOWNSHIP
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CERTIFIED MAIL – RETURN RECEIPT REQUESTED

January 12, 2023

Montgomery County Health Department
364 King Street
Pottstown, PA 19464

Reference: Towamencin Township Act 537 Special Study
Towamencin Township, Montgomery County, Pennsylvania
PADEP Sewage Facilities Planning Module – Component 4C Review

Gentlemen / Ladies:

Towamencin Township, Montgomery County is in the process of selling their sanitary sewerage system.

Attached to this letter please find the Component 4C – County Health Department Review and a copy of the Act 537 Special Study "Acquisition of Towamencin Township / Towamencin Municipal Authority Sewage Facilities by NextEra Water Pennsylvania, LLC". As part of the review process, PADEP requires County Health Department review of the Act 537 Special Study and completion the Component 4C within 60 days of receipt.

Upon completion of the Agency review, please sign Component 4C and return it to the following address:

Gilmore & Associates, Inc.
184 W. Main Street, Suite 300
Trappe, PA 19426
Attention: William Dingman
Email: wdingman@gilmore-assoc.com
Phone: 610-489-4949

Thank you in advance for your attention to this matter. Should you have any questions or require additional information please contact me at 215-368-7602 ext.1201 or William Dingman at Gilmore & Associates, Inc..

Very truly yours,

David Kraynik
Towamencin Township Manager

Enclosure

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DEPARTMENT OF ENVIRONMENTAL PROTECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

INSTRUCTIONS FOR COMPLETING COMPONENT 4C
COUNTY OR JOINT HEALTH DEPARTMENT REVIEW

Remove and recycle these instructions prior to mailing component to the approving agency.

Background

This component, Component 4, is used to obtain the comments of planning agencies and/or health departments having jurisdiction over the project area. It is used in conjunction with other planning module components appropriate to the characteristics of the project proposed.

Who Should Complete the Component?

The component should be completed by any existing municipal planning agency, county planning agency, planning agency with areawide jurisdiction, and/or health department having jurisdiction over the project site. It is divided into sections to allow for convenient use by the appropriate agencies.

The project sponsor must forward copies of this component, along with supporting components and data, to the appropriate planning agency(ies) and health department(s) (if any) having jurisdiction over the development site. These agencies are responsible for responding to the questions in their respective sections of Component 4, as well as providing whatever additional comments they may wish to provide on the project plan. After the agencies have completed their review, the component will be returned to the applicant. The agencies have 60 days in which to provide comments to the applicant. If the agencies fail to comment within this 60 day period, the applicant may proceed to the next stage of the review without the comments. The use of registered mail or certified mail (return receipt requested) by the applicant when forwarding the module package to the agencies will document a date of receipt.

After receipt of the completed Component 4 from the planning agencies, or following expiration of the 60 day period without comments, the applicant must submit the entire component package to the municipality having jurisdiction over the project area for review and action. If approved by the municipality, the proposed plan, along with the municipal action, will be forwarded to the approving agency (Department of Environmental Protection or delegated local agency). The approving agency, in turn, will either approve the proposed plan, return it as incomplete, or disapprove the plan, based upon the information provided.

Instructions for Completing Planning Agency and/or Health Department Review Component

Section A. Project Name

Enter the project name as it appears on the accompanying sewage facilities planning module component (Component 2, 2m, 3, 3s or 3m).

Section B. Review Schedule

Enter the date the package was received by the reviewing agency, and the date that the review was completed.

Section C. Agency Review

1. Answer the yes/no questions and provide any descriptive information necessary on the lines provided. Attach additional sheets, if necessary.

2. Complete the name, title, and signature block.

Section D. Additional Comments

The Agency may provide whatever additional comment(s) it deems necessary, as described in the form. Attach additional sheets, if necessary.

3850-FM-BCW0362C 6/2016

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

DEP Code #:

SEWAGE FACILITIES PLANNING MODULE
COMPONENT 4C - COUNTY OR JOINT HEALTH DEPARTMENT REVIEW

Note to Project Sponsor: To expedite the review of your proposal, one copy of your completed planning module package and one copy of this *Planning Agency Review Component* should be sent to the county or joint county health department for their comments.

SECTION A. PROJECT NAME (See Section A of instructions)

Project Name

Towamencin Township Act 537 Special Study Transfer of Sanitary Sewerage Facilities

SECTION B. REVIEW SCHEDULE (See Section B of instructions)

1. Date plan received by county or joint county health department _____

   Agency name _____

2. Date review completed by agency _____

SECTION C. AGENCY REVIEW (See Section C of instructions)

Yes	No		
☐	☐	1.	Is the proposed plan consistent with the municipality's Official Sewage Facilities Plan?
			If no, what are the inconsistencies? _____
☐	☐	2.	Are there any wastewater disposal needs in the area adjacent to this proposal that should be considered by the municipality?
			If yes, describe _____
☐	☐	3.	Is there any known groundwater degradation in the area of this proposal?
			If yes, describe _____
☐	☐	4.	The county or joint county health department recommendation concerning this proposed plan is as follows: _____
		5.	Name, title and signature of person completing this section:

Name: _____

Title: _____

Signature: _____

Date: _____

Name of County Health Department: Montgomery County Health Department

Address: 364 King Street, Pottstown, PA 19464

Telephone Number: _____

SECTION D. ADDITIONAL COMMENTS (See Section D of instructions)

This component does not limit county planning agencies from making additional comments concerning the relevancy of the proposed plan to other plans or ordinances. If additional comments are needed, attach additional sheets.

The county planning agency must complete this component within 60 days.
This component and any additional comments are to be returned to the applicant.

APPENDIX E

Resolution from Adjacent Municipalities

- Franconia Township – Resolution No. _____
- Hatfield Township – Resolution No. _____
- Lower Salford Township – Resolution No. _____
- Upper Gwynedd Township – Resolution No. _____
- Worcester Township – Resolution No. _____
- Lansdale Borough – Resolution No. _____

FRANCONIA TOWNSHIP
RESOLUTION _____

WHERE AS, Section 5 of the act of January 24 1966, P.L. 1535, No. 537 known as *the Pennsylvania Sewage Facilities Act*, as amended, and the Rules and Regulations of the Department of Environmental Protection (PADEP) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, requires the Municipality to adopt an Official Sewage Facilities Plan (Facilities Plan), providing for sewage services adequate to prevent contamination of water and/or environmental health hazards with sewage waste, and to revise said plan whenever it is necessary to meet the sewage disposal needs of the municipality; and

WHERE AS, Towamencin Township has prepared an *"Act 537 Special Study Acquisition of Towamencin Township / Towamencin Municipal Authority Sewage Facilities by NextEra Water Pennsylvania, LLC"* Dated January 2023, last revised _____, which provides for the acquisition of the Towamencin Township sewage facilities by NextEra Water Pennsylvania, LLC: and

WHERE AS, portions of Franconia Township are served by the Towamencin Township sewage facilities, and

WHERE AS, the Act 537 Special Study was developed to address the Department's planning requirements for the acquisition of public sewerage system to a private entity, NextEra Water Pennsylvania, LLC., with NextEra Water Pennsylvania, LLC becoming the owner and operator of all sewage facility assets as described in the Plan. Topics covered include previous wastewater planning, description and graphical mapping of the existing assets being transferred in relation to municipal boundaries and physical characteristics, future growth and how that will be addressed, evaluation of alternatives, institutional evaluation and a description of the legal and administrative activities to support the implementation of the asset transfer and future ongoing operation and maintenance of the transferred assets, and

NOW, THEREFORE, BE IT RESOLVED, that the Franconia Township has found the Act 537 Special Study adequate for the wastewater disposal and management needs of the municipality and hereby adopts the Plan, as a revision of the "Official Plan" of the Municipality. The Municipality hereby assures the Department of the proper and timely implementation of the said plan as set forth herein.

Adopted the _____ day of _____, 2023.

Authorized Signatures:

_____

_____

_____

SEAL

HATFIELD TOWNSHIP
RESOLUTION _____

WHERE AS, Section 5 of the act of January 24 1966, P.L. 1535, No. 537 known as *the Pennsylvania Sewage Facilities Act*, as amended, and the Rules and Regulations of the Department of Environmental Protection (PADEP) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, requires the Municipality to adopt an Official Sewage Facilities Plan (Facilities Plan), providing for sewage services adequate to prevent contamination of water and/or environmental health hazards with sewage waste, and to revise said plan whenever it is necessary to meet the sewage disposal needs of the municipality; and

WHERE AS, Towamencin Township has prepared an *"Act 537 Special Study Acquisition of Towamencin Township / Towamencin Municipal Authority Sewage Facilities by NextEra Water Pennsylvania, LLC"* Dated January 2023, last revised _____, which provides for the acquisition of the Towamencin Township sewage facilities by NextEra Water Pennsylvania, LLC: and

WHERE AS, portions of Hatfield Township are served by the Towamencin Township sewage facilities, and

WHERE AS, the Act 537 Special Study was developed to address the Department's planning requirements for the acquisition of public sewerage system to a private entity, NextEra Water Pennsylvania, LLC., with NextEra Water Pennsylvania, LLC becoming the owner and operator of all sewage facility assets as described in the Plan. Topics covered include previous wastewater planning, description and graphical mapping of the existing assets being transferred in relation to municipal boundaries and physical characteristics, future growth and how that will be addressed, evaluation of alternatives, institutional evaluation and a description of the legal and administrative activities to support the implementation of the asset transfer and future ongoing operation and maintenance of the transferred assets, and

NOW, THEREFORE, BE IT RESOLVED, that the Hatfield Township has found the Act 537 Special Study adequate for the wastewater disposal and management needs of the municipality and hereby adopts the Plan, as a revision of the "Official Plan" of the Municipality. The Municipality hereby assures the Department of the proper and timely implementation of the said plan as set forth herein.

Adopted the _____ day of _____, 2023.

Authorized Signatures:

_____

_____

_____

SEAL

LOWER SALFORD TOWNSHIP
RESOLUTION _____

WHERE AS, Section 5 of the act of January 24 1966, P.L. 1535, No. 537 known as *the Pennsylvania Sewage Facilities Act*, as amended, and the Rules and Regulations of the Department of Environmental Protection (PADEP) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, requires the Municipality to adopt an Official Sewage Facilities Plan (Facilities Plan), providing for sewage services adequate to prevent contamination of water and/or environmental health hazards with sewage waste, and to revise said plan whenever it is necessary to meet the sewage disposal needs of the municipality; and

WHERE AS, Towamencin Township has prepared an *"Act 537 Special Study Acquisition of Towamencin Township / Towamencin Municipal Authority Sewage Facilities by NextEra Water Pennsylvania, LLC"* Dated January 2023, last revised _____, which provides for the acquisition of the Towamencin Township sewage facilities by NextEra Water Pennsylvania, LLC: and

WHERE AS, portions of Lower Salford Township are served by the Towamencin Township sewage facilities, and

WHERE AS, the Act 537 Special Study was developed to address the Department's planning requirements for the acquisition of public sewerage system to a private entity, NextEra Water Pennsylvania, LLC., with NextEra Water Pennsylvania, LLC becoming the owner and operator of all sewage facility assets as described in the Plan. Topics covered include previous wastewater planning, description and graphical mapping of the existing assets being transferred in relation to municipal boundaries and physical characteristics, future growth and how that will be addressed, evaluation of alternatives, institutional evaluation and a description of the legal and administrative activities to support the implementation of the asset transfer and future ongoing operation and maintenance of the transferred assets, and

NOW, THEREFORE, BE IT RESOLVED, that the Lower Salford Township has found the Act 537 Special Study adequate for the wastewater disposal and management needs of the municipality and hereby adopts the Plan, as a revision of the "Official Plan" of the Municipality. The Municipality hereby assures the Department of the proper and timely implementation of the said plan as set forth herein.

Adopted the _____ day of _____, 2023.

Authorized Signatures:

_____

_____

_____

SEAL

UPPER GWYNEDD TOWNSHIP
RESOLUTION _____

WHERE AS, Section 5 of the act of January 24 1966, P.L. 1535, No. 537 known as *the Pennsylvania Sewage Facilities Act*, as amended, and the Rules and Regulations of the Department of Environmental Protection (PADEP) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, requires the Municipality to adopt an Official Sewage Facilities Plan (Facilities Plan), providing for sewage services adequate to prevent contamination of water and/or environmental health hazards with sewage waste, and to revise said plan whenever it is necessary to meet the sewage disposal needs of the municipality; and

WHERE AS, Towamencin Township has prepared an *"Act 537 Special Study Acquisition of Towamencin Township / Towamencin Municipal Authority Sewage Facilities by NextEra Water Pennsylvania, LLC"* Dated January 2023, last revised _____, which provides for the acquisition of the Towamencin Township sewage facilities by NextEra Water Pennsylvania, LLC: and

WHERE AS, portions of Upper Gwynedd Township are served by the Towamencin Township sewage facilities, and

WHERE AS, the Act 537 Special Study was developed to address the Department's planning requirements for the acquisition of public sewerage system to a private entity, NextEra Water Pennsylvania, LLC., with NextEra Water Pennsylvania, LLC becoming the owner and operator of all sewage facility assets as described in the Plan. Topics covered include previous wastewater planning, description and graphical mapping of the existing assets being transferred in relation to municipal boundaries and physical characteristics, future growth and how that will be addressed, evaluation of alternatives, institutional evaluation and a description of the legal and administrative activities to support the implementation of the asset transfer and future ongoing operation and maintenance of the transferred assets, and

NOW, THEREFORE, BE IT RESOLVED, that the Upper Gwynedd Township has found the Act 537 Special Study adequate for the wastewater disposal and management needs of the municipality and hereby adopts the Plan, as a revision of the "Official Plan" of the Municipality. The Municipality hereby assures the Department of the proper and timely implementation of the said plan as set forth herein.

Adopted the _____ day of _____, 2023.

Authorized Signatures:

_____

_____

_____

SEAL

WORCESTER TOWNSHIP
RESOLUTION _____

WHERE AS, Section 5 of the act of January 24 1966, P.L. 1535, No. 537 known as *the Pennsylvania Sewage Facilities Act*, as amended, and the Rules and Regulations of the Department of Environmental Protection (PADEP) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, requires the Municipality to adopt an Official Sewage Facilities Plan (Facilities Plan), providing for sewage services adequate to prevent contamination of water and/or environmental health hazards with sewage waste, and to revise said plan whenever it is necessary to meet the sewage disposal needs of the municipality; and

WHERE AS, Towamencin Township has prepared an *"Act 537 Special Study Acquisition of Towamencin Township / Towamencin Municipal Authority Sewage Facilities by NextEra Water Pennsylvania, LLC"* Dated January 2023, last revised _____, which provides for the acquisition of the Towamencin Township sewage facilities by NextEra Water Pennsylvania, LLC: and

WHERE AS, portions of Worcester Township are served by the Towamencin Township sewage facilities, and

WHERE AS, the Act 537 Special Study was developed to address the Department's planning requirements for the acquisition of public sewerage system to a private entity, NextEra Water Pennsylvania, LLC., with NextEra Water Pennsylvania, LLC becoming the owner and operator of all sewage facility assets as described in the Plan. Topics covered include previous wastewater planning, description and graphical mapping of the existing assets being transferred in relation to municipal boundaries and physical characteristics, future growth and how that will be addressed, evaluation of alternatives, institutional evaluation and a description of the legal and administrative activities to support the implementation of the asset transfer and future ongoing operation and maintenance of the transferred assets, and

NOW, THEREFORE, BE IT RESOLVED, that the Worcester Township has found the Act537 Special Study adequate for the wastewater disposal and management needs of the municipality and hereby adopts the Plan, as a revision of the "Official Plan" of the Municipality. The Municipality hereby assures the Department of the proper and timely implementation of the said plan as set forth herein.

Adopted the _____ day of _____, 2023.

Authorized Signatures:

_____

_____

_____

SEAL

LANSDALE BOROUGH
RESOLUTION _____

WHERE AS, Section 5 of the act of January 24 1966, P.L. 1535, No. 537 known as *the Pennsylvania Sewage Facilities Act*, as amended, and the Rules and Regulations of the Department of Environmental Protection (PADEP) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, requires the Municipality to adopt an Official Sewage Facilities Plan (Facilities Plan), providing for sewage services adequate to prevent contamination of water and/or environmental health hazards with sewage waste, and to revise said plan whenever it is necessary to meet the sewage disposal needs of the municipality; and

WHERE AS, Towamencin Township has prepared an *"Act 537 Special Study Acquisition of Towamencin Township / Towamencin Municipal Authority Sewage Facilities by NextEra Water Pennsylvania, LLC"* Dated January 2023, last revised _____, which provides for the acquisition of the Towamencin Township sewage facilities by NextEra Water Pennsylvania, LLC: and

WHERE AS, portions of the Borough of Lansdale are served by the Towamencin Township sewage facilities, and

WHERE AS, the Act 537 Special Study was developed to address the Department's planning requirements for the acquisition of public sewerage system to a private entity, NextEra Water Pennsylvania, LLC., with NextEra Water Pennsylvania, LLC becoming the owner and operator of all sewage facility assets as described in the Plan. Topics covered include previous wastewater planning, description and graphical mapping of the existing assets being transferred in relation to municipal boundaries and physical characteristics, future growth and how that will be addressed, evaluation of alternatives, institutional evaluation and a description of the legal and administrative activities to support the implementation of the asset transfer and future ongoing operation and maintenance of the transferred assets, and

NOW, THEREFORE, BE IT RESOLVED, that the Borough of Lansdale has found the Act 537 Special Study adequate for the wastewater disposal and management needs of the municipality and hereby adopts the Plan, as a revision of the "Official Plan" of the Municipality. The Municipality hereby assures the Department of the proper and timely implementation of the said plan as set forth herein.

Adopted the _____ day of _____, 2023.

Authorized Signatures:

_____

_____

_____

SEAL

APPENDIX F

Asset Purchase Agreement

Execution Version

ASSET PURCHASE AGREEMENT

By and Among

Township of Towamencin, Montgomery County

As Seller

Towamencin Municipal Authority

and

NextEra Water Pennsylvania, LLC

As Buyer

Dated as of June 14, 2022

TABLE OF CONTENTS

Page

ARTICLE I.

DEFINITIONS 1

ARTICLE II.

TERMS OF PURCHASE AND ASSUMPTION OF LIABILITIES 11

Section 2.01. Purchase and Sale of Acquired Assets 11
Section 2.02. Excluded Assets 12
Section 2.03. Sale Free of Liens 13
Section 2.04. Assumption of Liabilities 14
Section 2.05. Further Assurances 14
Section 2.06. Certain Transfers; Assignment of Contracts 15

ARTICLE III.

PURCHASE PRICE 16

Section 3.01. Purchase Price 16
Section 3.02. Fair Consideration 17
Section 3.03. Allocation Schedule 17
Section 3.04. Transfer Taxes 18

ARTICLE IV.

REPRESENTATIONS AND WARRANTIES OF THE SELLER AND THE AUTHORITY 18

Section 4.01. Organization 18
Section 4.02. Power and Authority 19
Section 4.03. Enforceability 19
Section 4.04. No Conflict or Violation 19
Section 4.05. Consents and Approvals 19
Section 4.06. Undisclosed Liabilities 20
Section 4.07. Absence of Certain Changes or Events 20
Section 4.08. Tax Matters 20
Section 4.09. Real Property and Easements 20
Section 4.10. Equipment and Machinery 21
Section 4.11. Employee Benefit Plans 21
Section 4.12. Seller's Personnel 22
Section 4.13. Environmental Compliance 22
Section 4.14. Authorizations and Permits 24
Section 4.15. System Contracts 24
Section 4.16. Compliance with Law; Litigation 25
Section 4.17. Broker's and Finder's Fees 25
Section 4.18. Title to the Acquired Assets; Sufficiency 25
Section 4.19. Pending Development Plans 26

ARTICLE V.

REPRESENTATIONS AND WARRANTIES OF BUYER 26
Section 5.01. Organization 26
Section 5.02. Authorization and Validity of Agreement 27
Section 5.03. No Conflict or Violation 27
Section 5.04. Consents and Approvals 27
Section 5.05. Broker's and Finder's Fees 27
Section 5.06. Financial Wherewithal 27
Section 5.07. Sufficient Funds 27
Section 5.08. Independent Decision 28
Section 5.09. Scheduled Matters 28
Section 5.10. Independent Investigation 28
Section 5.11. Litigation 28

ARTICLE VI.

TITLE TO REAL ESTATE; EASEMENTS 29
Section 6.01. Evidence of Title 29
Section 6.02. Objections to Title 29
Section 6.03. Title Expenses 31
Section 6.04. UCC Search; Releases 31
Section 6.05. Easements. 31
Section 6.06. Unscheduled Property 32

ARTICLE VII.

OTHER AGREEMENTS 33
Section 7.01. Taxes 33
Section 7.02. Cooperation on Tax Matters 33
Section 7.03. Personnel Matters 33
Section 7.04. Initial and Future Rates 35
Section 7.05. Buyer Taxpayer 36
Section 7.06. PaPUC Approval 36
Section 7.07. Remedies for Breach of Article VII Agreements 36
Section 7.08. Operation and Maintenance of MS4 and Stormwater Systems 37
Section 7.09. Pending Development Plans 37
Section 7.10. Act 537 Plan 37
Section 7.11. Utility Valuation Experts 38
Section 7.12. Compliance and Operational Reports 39
Section 7.13. Implementation and Enforcement of Municipal Code 39
Section 7.14. Covenant Survival 39
Section 7.15. Phase I Environmental Site Assessment 39

ARTICLE VIII.

INDEMNIFICATION 39
Section 8.01. Survival 39
Section 8.02. Indemnification by the Seller 40
Section 8.03. Indemnification by Buyer 40

Section 8.04. Indemnification Procedure 41
Section 8.05. Limitations on Indemnification Obligations 43
Section 8.06. Knowledge of Breach 44

ARTICLE IX.

PRE-CLOSING COVENANTS OF THE SELLER AND THE AUTHORITY 44
Section 9.01. Operation of the System 44
Section 9.02. Cooperation 45
Section 9.03. Supplements and Updates 45
Section 9.04. Governmental Approvals 45

ARTICLE X.

PRE-CLOSING COVENANTS OF BUYER 46
Section 10.01. Actions Before the Closing Date 46
Section 10.02. Governmental Approvals 46
Section 10.03. Cooperation 46
Section 10.04. Supplements and Updates 46

ARTICLE XI.

CONDITIONS PRECEDENT TO OBLIGATIONS OF THE SELLER 47
Section 11.01. Consents and Approvals 47
Section 11.02. Representations and Warranties of Buyer 47
Section 11.03. PaPUC Approval 47
Section 11.04. No Injunctions 47
Section 11.05. Performance of the Obligations of Buyer 47
Section 11.06. Deliveries by Buyer 48
Section 11.07. No Material Adverse Effect 48

ARTICLE XII.

CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER 48
Section 12.01. Consents and Approvals 48
Section 12.02. Representations and Warranties of Seller 49
Section 12.03. PaPUC Approval 49
Section 12.04. No Injunctions 49
Section 12.05. No Material Adverse Effect 49
Section 12.06. Deliveries by Seller 49
Section 12.07. Performance of the Obligations of Seller 49
Section 12.08. Phase 1 Environmental Site Assessment 49

ARTICLE XIII.

CLOSING 50
Section 13.01. Closing Date 50
Section 13.02. Deliveries by the Seller 50
Section 13.03. Deliveries by Buyer 51

ARTICLE XIV.

TERMINATION 52
Section 14.01. Events of Termination 52
Section 14.02. Effect of Termination 52

ARTICLE XV.

MISCELLANEOUS 53
Section 15.01. Confidentiality 53
Section 15.02. Public Announcements 53
Section 15.03. Notices 53
Section 15.04. Headings 54
Section 15.05. Severability 54
Section 15.06. Entire Agreement 54
Section 15.07. Amendments; Waivers 55
Section 15.08. Parties in Interest; Third Party Beneficiary 55
Section 15.09. Successors and Assigns 55
Section 15.10. Governing Law; Jurisdiction 55
Section 15.11. Specific Performance 56
Section 15.12. Interpretation. 56
Section 15.13. Counterparts; Electronic Mail; Facsimile Execution 56
Section 15.14. Future Sale 56

Exhibits

Exhibit A Bill of Sale
Exhibit B Assignment and Assumption Agreement
Exhibit C Reserved
Exhibit D Additional Escrow Agreement

Schedules

Schedule 2.01(b) Acquired Assets
Schedule 2.02(h) Excluded Assets
Schedule 3.03 Allocation Schedule
Schedule 4.05 Consents and Approvals
Schedule 4.06 Undisclosed Liabilities
Schedule 4.07 Absence of Certain Changes or Events
Schedule 4.08 Unpaid Taxes and Tax Claims
Schedule 4.09 Real Property and Easements; Liens
Schedule 4.10 Equipment and Machinery; Associated Liens
Schedule 4.11(a) Plans and Benefit Obligations
Schedule 4.11(b) Multiemployer Plans
Schedule 4.11(c) Benefit Obligations of Terminated and Retired Personnel
Schedule 4.11(e) Severance Agreements
Schedule 4.12(a) Collective Bargaining Agreements

Schedule 4.12(b)	Personnel Payments
Schedule 4.13	Noncompliance with Environmental Requirements
Schedule 4.14	Authorizations and Permits
Schedule 4.15	Assigned Contracts
Schedule 4.16	Litigation Involving Seller
Schedule 4.18(a)	Title to Acquired Assets
Schedule 4.18(b)	Sufficiency
Schedule 4.19	Pending Development Plans
Schedule 5.04	Consents and Approvals
Schedule 5.11	Litigation Involving Buyer
Schedule 6.05(e)	Missing Easements
Schedule 7.03(a)	Personnel
Schedule 7.04	Rates

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of June 14, 2022 (the "Effective Date"), is made and entered into by and between the Township of Towamencin, Montgomery County, a body corporate and politic, organized under the Pennsylvania law, (the "Seller" or the "Township"), the Towamencin Municipal Authority, a body corporate and politic created under the Pennsylvania Municipal Authorities Act (the "Authority") and NextEra Water Pennsylvania, LLC (formerly known as NextEra Towamencin Wastewater, LLC) (the "Buyer"), a Delaware limited liability company.

WITNESSETH:

WHEREAS, the Authority owns that certain sanitary wastewater collection and treatment system (the "System") which is leased to the Township under a Lease and Service Agreement dated June 30, 2015 ("Lease") pursuant to which the Authority provides sanitary wastewater service to various customers in the Township and portions of Lower Salford, and Worcester, Montgomery County, Pennsylvania (the "Service Area"); and

WHEREAS, the Seller, acting by and through its Board of Supervisors (the "Municipal Board") intends to terminate the Lease and acquire possession and operational control of the assets of the System on or before the Closing Date (as defined herein); and

WHEREAS, Buyer is, or as of the Closing Date will be, a regulated public utility that furnishes wastewater service to the public in Pennsylvania; and

WHEREAS, Buyer, in reliance upon the representations, warranties and covenants of the Seller and Authority herein, desires to purchase and acquire from the Seller, and the Seller, in reliance upon the representations, warranties and covenants of Buyer herein, desires to sell, transfer and convey to Buyer all of the assets of the System (other than the Excluded Assets), and in connection therewith, Buyer has agreed to assume certain ongoing obligations and liabilities of the Seller related to such acquired assets, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual representations, warranties, covenants, and agreements contained in this Agreement, the receipt and sufficiency of which are acknowledged, intending to be legally bound, the Parties agree as follows:

ARTICLE I.

DEFINITIONS

In addition to the capitalized terms defined elsewhere in this Agreement, the following terms, as used in this Agreement (unless otherwise specified in this Agreement), have the meanings specified in this Article I:

"**Abstractor**" has the meaning specified in Section 6.05(a).

"**Accounts Receivables**" means all accounts or notes receivable held by Seller, and any security, claim, remedy or other right related to the foregoing, including the right to receive and collect payment for sanitary wastewater customer services and to receive and hold customer deposits in connection thereof.

"**Acquired Assets**" has the meaning specified in Section 2.01.

"**Act 537**" has the meaning specified in Section 7.10(a).

"**Act 537 Plan**" has the meaning specified in Section 7.10(a).

"Additional Deposit" has the meaning specified in Section 3.01(b).

"Additional Deposit Escrow Agreement" has the meaning specified in Section 3.01(b).

"**Affiliate**" means, when used to indicate a relationship with a specified Person, a Person that, directly or indirectly, through one or more intermediaries has a 10% or more voting or economic interest in such specified Person or controls, is controlled by or is under common control with (which include, with respect to a managed fund or trust, the right to direct or cause the direction of the management and policies of such managed fund or trust as manager, advisor, supervisor, sponsor or trustee pursuant to relevant contractual arrangements) such specified Person, and a Person is deemed to be controlled by another Person if controlled in any manner whatsoever that results in control in fact by that other Person (or that other Person and any Person or Persons with whom that other Person is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise (and for purposes of this definition, a managed fund or trust is deemed to be an Affiliate of the Person managing, supervising, sponsoring or advising such fund or trust and a limited partner in a managed fund or trust is deemed to be an Affiliate of such fund or trust and of the Person managing, supervising, sponsoring or advising such fund or trust).

"**Agreement**" has the meaning specified in the preamble to this Agreement (and includes all Schedules and Exhibits referred to herein), as amended, modified and supplemented from time to time in accordance with the terms hereof.

"**Allocation Schedule**" has the meaning specified in **Error! Reference source not found.**.

"**Assigned Contracts**" has the meaning specified in Section 2.01(c) and includes the Municipal Agreements.

"**Assignment and Assumption Agreement**" has the meaning specified in Section 13.02(c).

"**Assumed Liabilities**" has the meaning specified in Section 2.04(a).

"Authority Board" means the five member board of the Towamencin Municipal Authority who are appointed by the Municipal Board.

"**Authorizations and Permits**" mean all licenses, permits, franchises, authorizations, certificates, registrations, consents, orders, adjudications, variances, waivers and approvals currently in effect issued or granted by Governmental Authorities, including without limitation, environmental permits, operating permits and approvals that are held by the Seller or the Authority that primarily relate directly or indirectly to the operation of the System, including those set forth on Schedule 4.14.

"Authority" has the meaning specified in the preamble of this Agreement.

"**Business Day**" means any day that is neither a Saturday, a Sunday nor a day observed as a holiday by either the Commonwealth of Pennsylvania or the United States government.

"**Buyer**" has the meaning specified in the preamble of this Agreement.

"**Buyer Fundamental Representations**" has the meaning specified in Section 8.01.

"**Buyer Indemnified Persons**" has the meaning specified in Section 8.02.

"**CERCLA**" means the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq., as amended.

"**Closing**" means the consummation of the sale and purchase of the Acquired Assets and assumption of the Assumed Liabilities, the release/waiver of liabilities and the other transactions contemplated by this Agreement, all in accordance with the terms and conditions of this Agreement and as provided for in Article XIII.

"**Closing Date**" has the meaning specified in Section 13.01.

"**Closing Effective Time**" has the meaning specified in Section 13.01.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Collective Bargaining Agreement**" means the existing collective bargaining agreement between the Authority, as predecessor-in-interest to Seller, and the Union for the period beginning February 1, 2019 and ending January 31, 2023, as amended by the First Amendment and as may be amended from time to time.

"**Confidential Information**" means any information about Buyer, Seller or the System related to the transactions contemplated by this Agreement; except that such term does not include information which the receiving Party can demonstrate (a) is generally available to or known by the public other than as a result of improper disclosure by the receiving Party, (b) is obtained by the receiving Party from a source other than the disclosing Party, and that such source was not bound by a duty of confidentiality to the disclosing Party with respect to such information, or (c) is legally in the public domain.

"Deposit" has the meaning specified in Section 3.01(a).

"**Easements**" means all easements, rights of way, licenses, use agreements, occupancy agreements, leases and other agreements and appurtenances for and over the real property of third parties that, in each case, is for or used in connection with the operation of the System or to provide continuous and unimpeded rights of way for the Acquired Assets (including access thereto).

"**EDU**" means the equivalent dwelling unit that also equates to 280 gallons per day.

"**Effective Date**" has the meaning specified in the preamble.

"**Environment**" means soil, surface waters, ground waters, land, stream sediments, flora, fauna, surface or subsurface strata and ambient air.

"**Environmental Claims**" means all notices of investigations, warnings, notice letters, notices of violations, Liens, orders, claims, demands, suits or administrative or judicial actions for any injunctive relief, fines, penalties, third party claims, or other claims asserting violations or liability pursuant to Environmental Requirements or responsibility for Environmental Liabilities.

"**Environmental Conditions**" means the Release of Hazardous Materials or the presence of Hazardous Materials on, in, under or within any property (including the presence in the Environment), other than the presence of Hazardous Materials in locations and at concentrations that are naturally occurring.

"**Environmental Liabilities**" means any legal obligation or liability arising under Environmental Requirements or related to or arising out of any Environmental Condition, including those consisting of or relating to any (a) duty imposed by, breach of or noncompliance with any Environmental Requirements; (b) environmental, health or safety matters or conditions (including on-site or off-site contamination, occupational safety and health and regulation of Hazardous Materials); (c) Remedial Action undertaken by any Person; (d) bodily injury (including illness, disability and death, and regardless of when any such bodily injury occurred, was incurred or manifested itself), property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real or personal property), or other losses or damages incurred by any other Person (including any employee or former employee of such Person); (e) any injury to, destruction of, or loss of natural resources, or costs of any natural resource damage assessments; (f) exposure of any Person to any Hazardous Materials; and (g) the presence or Release of any Hazardous Materials.

"**Environmental Requirements**" mean all Laws (including common law), regulations, legally binding or otherwise enforceable requirements and Authorizations and Permits relating to human health, pollution, or protection of the Environment (including ambient air, surface water, ground water, land surface or surface strata), including (i) those relating to emissions, discharges, Releases, or threatened Releases of Hazardous Materials, and (ii) those relating to the identification, generation, manufacture, processing, distribution, use, treatment, storage, disposal, release, recovery, transport or other handling of Hazardous Materials. Without limiting the foregoing, the term "**Environmental Requirements**" includes (1) CERCLA; the Superfund Amendments and Reauthorization Act, Public Law 99-499, 100 Stat. 1613; the Emergency

Planning and Community Right to Know Act, 42 U.S.C. Sections 11001-11050; the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901-6992k ("RCRA"); the Safe Drinking Water Act, 42 U.S.C. Sections 300f to 300j-26; the Toxic Substances Control Act, 15 U.S.C. Sections 2601-2692; the Hazardous Materials Transportation Act, 49 U.S.C. Sections 5101-5127; the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251-1387; the Oil Pollution Act of 1990, 33 U.S.C. Sections 2701--2761; the Clean Air Act, 42 U.S.C. Sections 7401-7671q; the Atomic Energy Act of 1954, as amended, 42 U.S.C. Sections 2011 et seq.; the Low Level Radioactive Waste Policy Act, as amended, 42 U.S.C. Section 2021b et seq.; the Occupational Safety and Health Act, 29 U.S.C. Sections 651-678, and the regulations promulgated pursuant to the above-listed federal statutes, and (2) counterpart Laws and regulations promulgated or issued by any state or local Governmental Authority, specifically including the Pennsylvania Storage Tank and Spill Prevention Act of 1989 (35 Pa. C.S.A. § 6021.101 *et. seq.*).

"**EPA**" means the United States Environmental Protection Agency, or a successor Governmental Authority with substantially similar power and authority thereto.

"**Equipment and Machinery**" means (i) all the equipment, tangible personal property, machinery, office furniture and equipment, fixtures, tooling, spare maintenance or replacement parts, environmental testing equipment, and vehicles owned or leased by the Seller or the Authority (including all leases of such property), which are primarily used in the operation of the System, (ii) any rights of the Seller or the Authority to warranties applicable to the foregoing (to the extent assignable), and licenses received from manufacturers and seller of any such item, and (iii) any related claims, credits, and rights of recovery with respect thereto, as listed on Schedule 4.10.

"**Escrow Agreement**" has the meaning set forth in **Error! Reference source not found.**(d).

"**Excluded Assets**" has the meaning specified in Section 2.02.

"**Excluded Liability**" or "**Excluded Liabilities**" means all liabilities other than Assumed Liabilities.

"**Files and Records**" means all files and records of each of the Seller and the Authority primarily relating to the System and the Acquired Assets, whether in hard copy, digital, or magnetic or other format including data, geographic information system data, plans, and contracts relating to the Acquired Assets (including property records, related to the foregoing), customer and supplier records, customer lists (both current and prospective), personnel and human resources records related to the Personnel, records of sales calls, manuals, books, files, records, engineering data, procedures, systems, instructions, drawings, blueprints, plans, designs, specifications, equipment lists, parts lists, equipment maintenance records, equipment warranty information, plant plans, specifications and drawings, sales and advertising material, computer software, and records, whether stored on-site or off-site.

"**Final Order**" means a Governmental Approval by a Governmental Authority as to which (a) no request for stay of the action is pending, no such stay is in effect and if any time period is permitted by statute or regulation for filing any request for such stay, such time period has

passed, (b) no petition for rehearing, re-argument, reconsideration, clarification, rescission, amendment, or supersedes of the action is pending and the time for filing any such petition has passed, (c) such Governmental Authority does not have action under consideration on its own motion and (d) no appeal to a court or administrative tribunal or a request for stay by a court or administrative tribunal of the Government Authority's action is pending or in effect and the deadline for filing any such appeal or request for stay has passed.

"**Freeze Period**" has the meaning specified in Section 7.04(a).

"**Governmental Approval**" means any consent, approval, authorization, notice, filing, registration, submission, reporting, order, adjudication or similar item of, to or with any Governmental Authority.

"**Governmental Authority**" or "**Governmental Authorities**" means any court, department, commission, board, bureau, municipality, municipal authority (established pursuant to the Pennsylvania Municipal Authorities Act of the Commonwealth of Pennsylvania), agency or instrumentality of the United States, any state, county, city or political subdivision thereof, or any foreign governmental body, including without limitation, the PaPUC, the EPA, PaDEP, the Municipal Board and the Authority Board.

"**Hazardous Materials**" means any solid, liquid, gas, odor, heat, sound, vibration, radiation or other substance or emission which is a contaminant, pollutant, dangerous substance, toxic substance, hazardous waste, residual waste, solid waste, hazardous material or hazardous substance which is or becomes regulated by applicable Environmental Requirements or which is classified as hazardous or toxic under applicable Environmental Requirements (including gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls, asbestos and urea formaldehyde foam insulation).

"**Indemnified Party**" means any Buyer Indemnified Persons or Seller Indemnified Persons, as applicable, entitled to indemnification pursuant to Article VIII.

"**Indemnifying Party**" means a Party which is obligated to indemnify the Buyer Indemnified Persons or the Seller Indemnified Persons, as applicable, pursuant to Article VIII.

"**Knowledge**" means either (i) the actual knowledge of a Representative of Buyer and the knowledge that such person would reasonably be expected to obtain in the course of diligently performing his or her duties for Buyer or (ii) the actual knowledge of Senior Staff, the Municipal Board and the Authority Board, and in the case of Senior Staff, the knowledge that each person would reasonably be expected to obtain in the course of diligently performing his or her duties for Seller or the Authority, as applicable based on the context in which the term is used.

"**Law**" means any applicable law, statute, regulation, ordinance, rule, order, judicial, administrative and regulatory decree, judgment, adjudication, consent decree, settlement agreement or governmental requirement enacted, promulgated, entered into, agreed or imposed by any Governmental Authority, as may be in effect at the relevant time or times in the context in which the term is used.

"Lease" has the meaning specified in the preamble of this Agreement.

"Lender" means the Delaware Valley Regional Finance Authority.

"**Liability Cap**" has the meaning specified in Section 8.05(c).

"**Lien**" means any lien in a fixed and ascertainable monetary sum, or any pledge, mortgage, deed of trust or security interest securing a fixed and ascertainable monetary sum, or any charge or claim in a fixed and ascertainable monetary sum. In addition, in connection with Real Property, any item otherwise falling within the definition of a "Lien" must be filed of record by the responsible Party in accordance with the terms of this Agreement.

"**Loss**" means any and all losses, liabilities, obligations, damages, penalties, interest, Taxes, claims, actions, demands, causes of action, judgments, reasonable attorneys', consultants' and other professional fees, and all other reasonable costs and expenses sustained or incurred in investigating, preparing or defending or otherwise incident to any such claim, action, demand, cause of action or judgment or the enforcement of a Party's rights under Article VIII; except that "**Losses**" do not include punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple, except in the case of fraud or to the extent actually awarded to a Governmental Authority or other third party in respect of a Third Party Claim.

"**Material Adverse Effect**," means any result, occurrence, fact, change, event or effect that has a materially adverse effect on the business, financial condition or results of operations of the System; except that no effect arising out of or in connection with or resulting from any of the following will be deemed, either alone or in combination, to constitute or contribute to a Material Adverse Effect: (i) general economic conditions or changes therein; (ii) financial, banking, currency or capital markets fluctuations or conditions (either in the United States or any international market and including changes in interest rates); (iii) conditions affecting the real estate, financial services, construction, water utility or sewer utility industries generally; (iv) any existing event, circumstance, condition or occurrence of which the Buyer has Knowledge as of the Effective Date; (v) any action, omission, change, effect, circumstance or condition contemplated by this Agreement or attributable to the execution, performance or announcement of this Agreement or the transactions contemplated by this Agreement; and (vi) negligence, intentional misconduct or bad faith of the Buyer or its Representatives.

"**Missing Easements**" means, as of any particular date, each Easement that either (a) has not been expressly obtained through a duly executed and recorded instrument by the Authority or Seller and is for or used in connection with the operation of the System or (b) if such Easement has been obtained by the Authority or Seller, such Easement is unrecorded or such Easement is not sufficient to operate the System as currently conducted.

"**Municipal Agreements**" means, collectively, the inter-municipal agreements pursuant to which the Seller or the Authority provides sanitary wastewater service in various municipalities in Montgomery County, Pennsylvania, as more specifically set forth in Schedule 4.15.

"**Municipal Board**" has the meaning set forth in the recitals to this Agreement.

"**Non-Union Personnel**" means Personnel who are not members of the Union.

"**Objection Notice**" has the meaning set forth in Section 6.02(a).

"**Outside Date**" means the date that is 180 days after the Effective Date for a municipal authority and with respect to a regulated utility 365 days after the later to occur of (i) the date the application to the PaPUC is accepted as complete by the PaPUC, and (ii) the date the statutory 6-month consideration period is initiated.

"**Outstanding Indebtedness**" means the following outstanding indebtedness of the Seller and the Authority: Delaware Valley Regional Finance Authority Guaranteed Sewer Revenue Notes, 2019 Series and the Delaware Valley Regional Finance Authority Guaranteed Sewer Revenue Notes, 2013 Series.

"**PaDEP**" means the Pennsylvania Department of Environmental Protection, or any successor Governmental Authority with substantially similar powers thereto.

"**PaPUC**" means the Pennsylvania Public Utility Commission, or any successor Governmental Authority with substantially similar powers thereto.

"**Party**" means Buyer, the Authority or the Seller and the term "Parties" means collectively Buyer, the Authority and the Seller.

"**PCB Equipment**" means PCB equipment as defined in 40 C.F.R. Part 761.

"**Pending Development Plan**" means any project for the development of real property which is the subject of a subdivision or land development plan that has been submitted to the Seller for approval, or for which the Seller already has granted approval, pursuant to the Pennsylvania Municipal Planning Code, but which has yet to be constructed as of the Effective Date (and as updated before the Closing Date), as provided in Schedule 4.19.

"**Permitted Liens**" means (a) Liens for Taxes not yet due and payable or being contested in good faith by appropriate procedures; (b) easements, rights of way, zoning ordinances and other similar encumbrances affecting Real Property and Easements as set forth on Schedule 4.09; (c) other than with respect to Real Property owned by Seller, Liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business; (d) other imperfections of title or Liens, if any, that have not had, and would not have, a Material Adverse Effect; and (e) any encumbrances set forth in the Title Commitment not identified in the Objection Notice in accordance with the procedures and deadlines prescribed in Section 6.02(a).

"**Person**" means any individual (including, the heirs, beneficiaries, executors, legal representatives or administrators thereof), corporation, partnership, joint venture, trust, limited liability company, limited partnership, joint stock company, unincorporated association or other entity or a Governmental Authority.

"**Personnel**" means the employees of the Authority who are primarily employed to operate the System and includes Union Personnel and Non-Union Personnel.

"**Purchase Price**" has the meaning specified in Section 3.01.

"**Real Property**" means those certain parcels of land, with the buildings, improvements, and Equipment and Machinery affixed thereto, that are part of the System and fee simple title to which is to be conveyed by Seller to Buyer as part of the Acquired Assets.

"**Regulated Asbestos Containing Material**" means regulated asbestos containing material as defined by 40 C.F.R. § 61.141.

"**Release**" means any actual or threatened spilling, leaking, pumping, pouring, injecting, emptying, discharging, emitting, escaping, leaching, dumping, disposal, or release or migration of Hazardous Materials into the Environment, including the abandonment or discarding of barrels, containers and other receptacles containing any Hazardous Materials.

"**Remedial Action**" means any and all actions to (a) investigate, clean up, remediate, remove, treat, contain or in any other way address any Hazardous Materials in the Environment, (b) prevent the Release or threat of Release or minimize the further Release of any Hazardous Materials so it does not migrate or endanger public health or welfare or the indoor or outdoor Environment, and (c) perform pre-remedial studies and investigations and post-remedial monitoring, maintenance and care. The term "**Remedial Action**" includes any action which constitutes (i) a "removal", "remedial action" or "response" as defined by Section 101 of CERCLA, 42 U.S.C. §§ 9601(23), (24), and (25); (ii) a "corrective action" as defined in RCRA, 42 U.S.C. § 6901 et seq.; or (iii) a "response" or "interim response" as defined in the Pennsylvania Hazardous Sites Cleanup Act, 35 P.S. §6020.103.

"**Representative**" means, with respect to any Person, any director (including, in the case of the Seller, any member of the Municipal Board and, in the case of the Authority, any member of the Authority Board), officer, employee, official, lender mortgagee, financier, provider of any financial instrument (or any agent or trustee acting on their behalf), partner, member, owner, agent, lawyer, accountant, auditor, professional advisor, consultant, engineer, contractor, other Person for whom such Person is at law responsible or other representative of such Person and any professional advisor, consultant or engineer designated by such Person as its "Representative."

"**Schedules**" means the disclosure schedules delivered by Seller and Buyer, respectively, concurrently with the execution and delivery of this Agreement, and as may be supplemented and updated pursuant to Sections 9.03 and 10.04. Any disclosure set forth on any particular Schedule are deemed disclosure in reference to all Schedules comprising the Schedules to which such disclosure is reasonably apparent.

"**Seller**" has the meaning specified in the preamble of this Agreement.

"**Seller DEP Permits**" means the permits listed on Schedule 4.14 issued by PaDEP to Seller with respect to the System, including any revisions or amendments thereto.

"**Seller Fundamental Representations**" has the meaning specified in Section 8.01.

"**Seller Indemnified Persons**" has the meaning specified in Section 8.03.

"**Seller's Benefit Obligations**" means all material obligations, arrangements, or practices, whether or not legally enforceable, to provide benefits, other than salary or wages to present or former directors, employees or agents, (other than obligations, arrangements and practices that are Seller's Plans), that were owed, adopted or followed by the Authority, and upon the termination of the Authority, are now owned, adopted or followed by the Seller. Seller's Benefit Obligations also include consulting agreements under which the compensation paid does not depend upon the amount of service rendered, sabbatical policies, severance payment policies and fringe benefits within the meaning of Code §132.

"**Seller's Plans**" means each voluntary employees' beneficiary association under Section 501(c)(9) of the Code whose members include any Personnel and any employee benefit plans or any other retirement, pension, profit sharing, stock option, stock bonus, deferred compensation (including any "nonqualified deferred compensation plan" within the meaning of Section 409A of the Code), severance, sick leave or other material plan or arrangement providing benefits to current or former Personnel, in each case, if either currently in effect or terminated within the last six (6) years, to which the Authority is a plan sponsor or to which the Authority otherwise contributes or has contributed within the last six (6) years, or in which the Authority otherwise participates or has participated within the last six (6) years.

"Senior Staff" means the Township Manager, the Township Director of Finance and Administration, the Township Sanitary Sewer Engineer and Authority Engineer.

"**Service Area**" has the meaning specified in the recitals to this Agreement.

"**Supplies**" means all lubricants, spare parts, fuel, chemicals, raw materials, and other supplies and inventory as related to the Acquired Assets, and all rights to warranties received from suppliers with respect to the foregoing, and related claims, credits, and rights of recovery with respect thereto.

"**System**" has the meaning specified in the recitals to this Agreement and includes the Acquired Assets and excludes the Excluded Assets.

"**System Improvements**" has the meaning specified in Section 7.10(a).

"**Taxes**" means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, permit fees, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, abandoned or unclaimed property, parking, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax, levy, impost, stamp tax, duty, fee, withholding or similar imposition of any kind payable, levied, collected, withheld or assessed at any time, including any interest, penalty or addition thereto, whether disputed or not.

"Third Party Claim" has the meaning specified in Section 8.04(a).

"**Threshold Amount**" has the meaning specified in Section 8.05(a).

"**Title Commitment**" has the meaning specified in Section 6.01.

"**Title Company**" has the meaning specified in Section 6.01.

"**Title Policy"** has the meaning specified in Section 2.03.

"**Township"** has the meaning specified in the preamble of this Agreement.

"**Transferred Personnel**" has the meaning specified in Section 7.03(a).

"**UCC Search"** has the meaning specified in Section 6.04.

"Union" means District Council 88, American Federation of State, County and Municipal Employees AFL-CIO.

"**Union Personnel"** means Personnel who are members of the Union.

"**Unscheduled Real Property"** has the meaning specified in Section 6.06.

"**Utility Valuation Expert**" means an expert that has applied and has been approved by the PaPUC and is currently, at the time of this Agreement, on the list of approved appraisers maintained by the PaPUC.

ARTICLE II.
TERMS OF PURCHASE AND ASSUMPTION OF LIABILITIES

Section 2.01. **Purchase and Sale of Acquired Assets**

Subject to the terms and conditions set forth in this Agreement, at Closing, Buyer shall purchase from the Seller and the Seller shall sell, transfer, assign and deliver to Buyer, free and clear of all Liens except for Permitted Liens, all of Seller's right, title and interest in and to all assets, facilities, business, goodwill, properties and rights of the Seller of every kind and description, whether tangible or intangible, real, personal or mixed, wherever situated, in each case used in, held for use in, or acquired or developed for use in, the System, or otherwise related to, or arising out of the operation or conduct of the System (whether or not any such assets have any value for accounting purposes or are carried or reflected on the books or financial records of the Seller), including any of the foregoing in which Seller is entitled to acquire such rights or interests but in all cases other than the Excluded Assets (the foregoing collectively referred to as the "Acquired Assets"), including:

(a) all real property and appurtenant interests necessary for the operation of the System, including without limitation (i) good and marketable fee simple title to the Real Property set forth on Schedule 4.09 hereof, and (ii) all Easements, including without limitation those set forth on Schedule 4.09;

(b) all sanitary wastewater related treatment and conveyance facilities, including but not limited to the Seller's (i) assets set forth on Schedule 2.01(b), (ii) sewage treatment plant located in the Township and (iii) all collection system mains (whether gravity or force mains), laterals (from the collection system main to the edge-of-road or curb-line when the main is located within a public right-of-way or the edge of an easement where the main is located within private property), generators, manholes, pump stations and other related appurtenances and any billing and collections related assets necessary to own and operate the System;

(c) all contracts, licenses and leases set forth on Schedule 4.15 to which the Seller (or the Authority as predecessor in interest) is a party, including without limitation, all Municipal Agreements, customer service agreements or applications for service, construction contracts, surety bonds, operation and maintenance agreements, management agreements, reserved capacity agreements, architect agreements and consultant agreements, and agreements relating to vehicles and other items of personal property (the "Assigned Contracts");

(d) all Supplies;

(e) all personal property and fixed assets, including all Equipment and Machinery, auxiliary equipment and plant equipment, including without limitation those items listed on Schedule 4.10 hereof;

(f) all expenses prepaid by Seller or the Authority and security deposits by Seller and by the Authority;

(g) all Files and Records;

(h) Accounts Receivable arising on or after the Closing Date; and

(i) all Authorizations and Permits of or held by the Seller (or the Authority as predecessor in interest) (to the extent transferrable to Buyer under Law), including all Authorizations and Permits which are environmental permits, the Seller DEP Permits as set forth on Schedule 4.14 hereto and other operating permits and those items set forth on Schedule 4.14 hereto; and

(j) all goodwill of the System.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER REGARDING THE VALUE OF ANY OF THE ACQUIRED ASSETS OF THE SYSTEM OR THE FUTURE PROFITABILITY OR FUTURE EARNINGS PERFORMANCE OF THE ACQUIRED ASSETS OR THE SYSTEM OR ANY FUTURE RATEMAKING THAT MAY BE ALLOWED BY THE PAPUC FOR ANY OF THE ACQUIRED ASSETS. NOTWITHSTANDING THE FOREGOING, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE VALID UNTIL THE TIME OF CLOSING.

Section 2.02. **Excluded Assets**

Notwithstanding Section 2.01 or any other provision of this Agreement to the contrary, the Acquired Assets do not include the following (the "Excluded Assets"):

(a) all contracts, licenses and leases that are not Assigned Contracts;

(b) the seals, organizational documents, minute books, Tax returns, books of account or other records having to do with the organization of Seller and the organization of the Authority;

(c) cash (including any cash whenever received resulting from the payment received by Seller or the Authority attributable to wastewater service provided to EDU's before the Closing Date) and cash equivalents, including Accounts Receivable accrued before the Closing Date and existing financial security guaranteeing installation of public improvements (including sewer facilities);

(d) all insurance policies of Seller and all insurance policies of the Authority and all rights to applicable claims and proceeds thereunder;

(e) all Seller's Plans and trusts or other assets attributable thereto;

(f) other than to the extent relating to any Assumed Liability, all actions, suit or claim of any nature available to or being pursued by Seller or the Authority, whether arising by way of counterclaim or otherwise;

(g) all assets, properties and rights used by Seller or the Authority other than those which primarily relate to the operations of the System;

(h) the assets, properties and rights specifically set forth on Schedule 2.02(h);

(i) all municipal separate storm sewer system ("MS4") assets and stormwater assets of the Seller or the Authority (and any related NPDES permits); and

(j) the rights which accrue or will accrue to Seller or the Authority under this Agreement and any related agreement, exhibit or schedule.

Section 2.03. **Sale Free of Liens**

After Buyer fulfills its obligations pursuant to Section 3.01(a), on the Closing Date, the Acquired Assets will be free and clear of all Liens other than Permitted Liens. The Seller (or the Authority as predecessor in interest) shall convey such Acquired Assets by appropriate special warranty or other deed (subject to Section 6.02(c)), bills of sale, endorsements, assignments and other instruments of transfer or conveyance described in the Agreement, or by transfer documents satisfactory in form and substance reasonably acceptable to Buyer and Seller and their counsel in their reasonable discretion. At Closing, Buyer shall cause the Title Company to insure the Real Property, at the Title Company's filed rates, as a good and marketable title, free and clear of all Liens and exceptions to title insurance coverage, except for the Permitted Liens, pursuant to an

owner's policy of title insurance on the American Land Title Association's ("ALTA") Owner's Form 2006, subject to the terms of Section 6.02 below (the "Title Policy").

Section 2.04. **Assumption of Liabilities**

(a) On the terms and subject to the conditions set forth in this Agreement and excluding the Excluded Liabilities, Buyer shall assume and agrees to pay, perform and discharge when due any and all liabilities and obligations of the Seller (1) arising under the Seller DEP Permits (arising from, related to, or based on events or circumstances occurring on or after the Closing Date), (2) arising under the Collective Bargaining Agreement or an amended and restated collective bargaining agreement with respect to any Transferred Personnel (arising from, related to or based on events or circumstances occurring on or after the Closing Date), and (3) arising out of or relating to the System or the Acquired Assets on or after the Closing, including, without limitation, the following:

(i) all liabilities and obligations under the Assigned Contracts and Authorizations and Permits resulting from events that occur or conditions that arise on or after the Closing;

(ii) any litigation initiated against Seller or the Authority related to the System or the Acquired Assets resulting from events that occur or conditions that arise on or after the Closing;

(iii) all liabilities and obligations for Taxes relating to the System, its operation, the Acquired Assets and the Assumed Liabilities attributable to the period beginning on the Closing Date; and

(iv) all other liabilities and obligations arising out of or relating to Buyer's ownership or operation of the System and the Acquired Assets on or after the Closing (all of the aforementioned liabilities in this Section 2.04(a) are referred to as the "Assumed Liabilities").

(b) After the Closing, Buyer shall indemnify Seller against its obligations under the Assumed Liabilities in accordance with Section 8.03.

(c) Buyer shall not assume or be liable to pay any liabilities or obligations relating to the Excluded Liabilities or any other liabilities or obligations that are not Assumed Liabilities.

Section 2.05. **Further Assurances** At any time and from time to time after the Closing Date, the Seller shall, upon the request of Buyer, and Buyer shall, upon the request of the Seller, at the cost of requesting Party, promptly execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such other instruments of conveyance and transfer and other documents, and perform or cause to be performed such further acts, as may be reasonably required to evidence or effectuate, or more fully evidence or effectuate, (a) the sale, conveyance, transfer, assignment and delivery hereunder of the Acquired Assets to Buyer, (b) the assumption by Buyer of any of the Assumed Liabilities, (c) performance by the Parties of any of their other respective obligations under this Agreement, (d) the vesting in Buyer of all right, title and

interest in the Acquired Assets and the System as provided herein, and (e) any other matters reasonably requested by a Party to carry out the provisions, purposes and intent of this Agreement.

Section 2.06. **Certain Transfers; Assignment of Contracts**

(a) Notwithstanding anything to the contrary in this Agreement, and subject to the provisions of this Section 2.06(a) and Section 2.06(b), to the extent that the sale, transfer, assignment, conveyance and delivery, or attempted sale, transfer, assignment, conveyance and delivery, to Buyer of any Assigned Contract or other Acquired Asset would result in a violation of Law, or would require the consent, authorization, approval or waiver of any Person (other than the Parties hereto), including any Governmental Authority, and such consent, authorization, approval or waiver has not been obtained before the Closing, this Agreement shall not constitute a sale, transfer, assignment, conveyance and delivery, or an attempted sale, transfer, assignment, conveyance and delivery, thereof (any such Acquired Asset, a "Nonassignable Asset"). Following the Closing, the Seller and the Buyer shall use commercially reasonable efforts (at the cost and expense of the Party that is responsible for compliance with such Law or obtaining such consent, authorization, approval or waiver), and shall cooperate with each other, to obtain any such required consent, authorization, approval or waiver, or any release, substitution, novation or amendment required to sell, transfer, assign, convey and deliver any such Nonassignable Asset to Buyer; except that in no event will Buyer be required to pay any consideration therefor. Once such consent, authorization, approval, waiver, release, substitution or amendment is obtained, the Seller shall sell, transfer, assign, convey and deliver to Buyer the relevant Acquired Asset to which such consent, authorization, approval, waiver, release, substitution or amendment relates for no additional consideration. Any applicable sales, transfer and other similar Taxes in connection with such sale, transfer, assignment, conveyance and delivery shall be paid fifty percent (50%) by Buyer and fifty percent (50%) by Seller.

(b) Until such time as a Nonassignable Asset is transferred to Buyer pursuant to this Article II, Buyer and Seller shall cooperate in any commercially reasonable and economically feasible arrangements (such as subleasing, sublicensing or subcontracting) to provide to the Parties the economic and, to the extent permitted under Law, operational equivalent of the transfer of such Nonassignable Asset to Buyer at the Closing and the performance by Buyer of its obligations with respect thereto, and so long as the Seller transfers and turns over all economic and beneficial rights with respect to each such Nonassignable Asset, Buyer shall, to the extent permitted under Law and the terms of any applicable contract that constitutes a Nonassignable Asset, as agent or subcontractor for the Seller, pay, perform and discharge the liabilities and obligations of the Seller thereunder from and after the Closing Date, but only to the extent that such liabilities and obligations would constitute Assumed Liabilities if the applicable consent or approval had been obtained on or before the Closing Date and such Nonassignable Asset had been assigned to Buyer at Closing. To the extent permitted under Law, the Seller shall hold in trust for and pay to Buyer promptly upon receipt thereof, such Nonassignable Asset and all income, proceeds and other monies received by Seller with respect to such Nonassignable Asset in connection with the arrangements under this Article II.

(c) If, following the Effective Date and before the Closing, Buyer identifies any contract to which the Seller (or the Authority) is a party which is not set forth on Schedule 4.15 as an Assigned Contract as of the Effective Date, and Buyer reasonably determines such contract is necessary to the operation of the System, Buyer shall notify Seller of such determination and Seller shall, promptly following receipt of such notice, deliver to Buyer an updated Schedule 4.15 reflecting the addition of such contract, and such contract will thereafter constitute and be deemed an Assigned Contract for all purposes hereunder.

(d) If, during the twenty four (24) month period following the Closing, Buyer identifies any contract to which the Seller or the Authority was a party as of the Closing and which (i) was not set forth on Schedule 4.15 (as may be updated pursuant to (c)) and (ii) Buyer reasonably believes is necessary to the operation of the System, the Seller shall, promptly following Buyer's written request therefor, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such other instruments of conveyance and transfer and other documents, and perform or cause to be performed such further acts, as may be reasonably required to evidence or effectuate, or more fully evidence or effectuate the assignment of such contract to Buyer for no additional consideration, and upon such assignment, such contract will be deemed an Assigned Contract for all purposes hereunder.

ARTICLE III.
PURCHASE PRICE

Section 3.01. **Purchase Price**

The purchase price for the Acquired Assets is One Hundred Fifteen Million Three Hundred Thousand Dollars ($115,300,000) (the "Purchase Price") which Buyer shall pay as follows at Closing unless otherwise indicated:

(a) Deposit.

(i) Buyer shall pay One Hundred Thousand Dollars ($100,000) to Seller as a deposit on account of the Purchase Price (the "Deposit") upon the third Business Day following the execution by the Parties of this Agreement; and

(ii) Seller shall be free to use the Deposit as it determines in the Seller's sole discretion;

(iii) In the event that this Agreement is terminated for any reason, half of the Deposit shall be refundable to the Buyer within ninety days following the effective date of termination per Section 14.01, provided, however, if the Agreement is terminated by Seller pursuant to Section 14.01(c), then Seller shall be permitted to offset against Seller's obligation to refund the Deposit any damages recoverable by Seller per the terms of this Agreement.

(b) Additional Deposit.

(i) Buyer shall cause to be deposited in escrow pursuant to an escrow agreement substantially in the form attached as Exhibit D and entered into by and among the Seller, the Buyer and the escrow agent party thereto (the "Additional Deposit Escrow Agreement"), an amount equal to Ten Million Dollars ($10,000,000) as a deposit on account of the Purchase Price (the "Additional Deposit") upon the third Business Day following the execution by the Parties of this Agreement;

(ii) Seller shall be free to use the Additional Deposit solely in accordance with the terms and conditions of the Additional Deposit Escrow Agreement; and

(iii) In the event that this Agreement is terminated for any reason, the Additional Deposit shall be refunded to the Buyer within thirty days following the effective date of termination per Section 14.01 in accordance with the Additional Deposit Escrow Agreement.

(c) Outstanding Indebtedness. Buyer shall pay in full the total amount of Outstanding Indebtedness;

(d) Escrow. Buyer shall cause to be deposited in escrow pursuant to an escrow agreement, in form and substance as mutually agreed by Buyer and Seller and entered into by and among the Seller, the Buyer and the escrow agent party thereto (the "Escrow Agreement"), an amount calculated in accordance with Section 6.05(e);

(e) Final Payment. Subject to any adjustment in Purchase Price resulting from the proration procedures specified in Section 3.01(f) below, Buyer shall pay to the Seller at Closing by wire transfer of immediately available funds the balance of the Purchase Price remaining after the payment of the Deposit, the Additional Deposit, debt repayment pursuant to Section 3.01(b), and any escrow as set forth in Section 6.05(e), to one or more accounts that Seller designates and provides to Buyer at least three (3) Business Days before the Closing Date; and

(f) Final Billing. The Buyer is entitled to all customer billings with respect to sanitary wastewater customer services for the period on or after the Closing Effective Time, and the Seller is entitled to all such billings before the Closing Effective Time. The Parties shall cooperate to calculate an agreed upon proration of billing amounts and to the extent that a Party collects billings that are attributable to service provided by another Party, the Party holding the other Party's billing collections shall pay such amount to the other Party.

Section 3.02. **Fair Consideration**

The Parties acknowledge and agree that the consideration provided for in this Article III represents fair consideration and reasonable equivalent value for the sale and transfer of the Acquired Assets and the transactions, covenants and agreements set forth in this Agreement, which consideration was agreed upon as the result of arm's-length good faith negotiations between the Parties and their respective Representatives.

Section 3.03. **Allocation Schedule**

The Purchase Price (which for purposes of this Section 3.03 shall include any liabilities required to be treated as part of the Purchase Price for federal income tax purposes), may, at the option of the Buyer, be allocated among the Acquired Assets in accordance with the allocation reflected in a schedule prepared by Buyer and attached hereto as Schedule 3.03. In the event Buyer does not opt to prepare a schedule pursuant to the preceding sentence, then within sixty (60) days following the Closing Date, Buyer may deliver to Seller a draft of the Allocation Schedule setting forth Buyer's proposed allocation for Seller's review. Seller shall have the right to review and reasonably comment upon Buyer's proposed Allocation Schedule, provided, that (a) such proposed Allocation Schedule shall be deemed approved by Seller and shall be final and binding upon the Parties unless Seller provides written notice of Seller's comments to one or more items reflected in the proposed Allocation Schedule within twenty (20) Business Days after delivery of the proposed Allocation Schedule to Seller, and (b) upon receipt of any such written comments from Seller with respect to the proposed Allocation Schedule, Buyer may make such adjustments or revisions to the proposed Allocation Schedule based on Seller's comments as Buyer determines in good faith to be necessary and appropriate, provided further, that Buyer shall have no obligation to make any such adjustments or revisions absent manifest error. The Parties shall adhere to the Allocation Schedule (as finally determined pursuant to this **Error! Reference source not found.**) for all purposes relevant to the calculation of federal or state Taxes, and will report the transactions contemplated herein in a manner consistent with such Allocation Schedule. Except as required by applicable Law, Buyer and Seller shall not take any position on their respective Tax Returns that is inconsistent with the Allocation Schedule.

Section 3.04. **Transfer Taxes**

Any and all deed stamps or transfer Taxes which may be due the Commonwealth of Pennsylvania or any political subdivision in connection with the sale, transfer, assignment, conveyance and delivery hereunder of the Acquired Assets to Buyer (collectively, "Transfer Taxes"), will be paid fifty percent (50%) by Buyer and fifty percent (50%) by Seller. The terms hereof shall survive Closing. Seller and Buyer shall cooperate in good faith to prepare the Pennsylvania Form REV-138 (Realty Transfer Tax Statement of Value) setting forth the amount of the Purchase Price that shall be allocated to the Real Property for purposes of calculating Transfer Taxes.

ARTICLE IV.
REPRESENTATIONS AND WARRANTIES OF THE SELLER AND THE AUTHORITY

The Seller and Authority jointly and severally make only the specified representations and warranties which are set forth in this Article IV.

As a material inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated by this Agreement, the Seller and Authority represent and warrant, as of the Effective Date (except to the extent any of the following representations and warranties specifically apply to or relate to another date, in which event such representations and warranties shall be true and correct as of such other date), as follows:

Section 4.01. **Organization**

Seller is a township of the Second Class of the Commonwealth of Pennsylvania duly organized under the Pennsylvania Second Class Township Code. The Authority is a body corporate and politic, duly organized and existing under the Municipal Authorities Act and incorporated by appropriate legal action of the Seller.

Section 4.02. **Power and Authority**

Seller has (i) duly adopted the ordinance(s) authorizing the transactions contemplated by this Agreement, which remain(s) in full force and effect, (ii) duly authorized and approved the execution and delivery of this Agreement, and (iii) duly authorized and approved the performance by the Seller of its obligations contained in this Agreement. The Seller has the power and authority to enter into this Agreement and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms hereof. The Authority has (i) duly adopted the resolution(s) authorizing the transactions contemplated by this Agreement, which remain(s) in full force and effect, and (ii) duly authorized and approved the performance by the Authority of the obligations specific and exclusive to the Authority as contained in this Agreement. The Authority has the power and authority to enter into this Agreement and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms hereof.

Section 4.03. **Enforceability**

This Agreement has been duly authorized, executed and delivered by each of the Seller and the Authority and constitutes a valid and legally binding obligation of the Seller and the Authority, enforceable against the Seller and the Authority in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

Section 4.04. **No Conflict or Violation**

The execution and delivery of this Agreement by each of the Seller and the Authority, the consummation of the transactions contemplated by this Agreement and the performance by the Seller and the Authority of the terms, conditions and provisions hereof has not and will not contravene or violate or result in a breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any material obligations of the Seller or the Authority under (i) any Law or (ii) any agreement, instrument or document to which the Seller or the Authority is a party or by which it is bound.

Section 4.05. **Consents and Approvals**

Schedule 4.05 sets forth a list of each consent, waiver, authorization or approval of any Governmental Authority, or of any other Person, and each declaration to or filing or registration with any Governmental Authority required in connection with the execution and delivery of this Agreement by the Seller and the Authority or the performance by the Seller or the Authority of their respective obligations hereunder.

Section 4.06. **Undisclosed Liabilities**

Except as set forth on Schedule 4.06, there are no liabilities or obligations of Seller or the Authority as predecessor in interest, either accrued, absolute, contingent or otherwise, relating to the Acquired Assets, that would be required to be set forth on a balance sheet prepared under generally accepted accounting principles applicable to municipalities, other than liabilities incurred in the ordinary course that could not reasonably be expected to have a Material Adverse Effect on Buyer. Upon payment of the Purchase Price in accordance with Section 3.01, (a) all of the Outstanding Indebtedness shall, without further action, be immediately repaid, extinguished or defeased in full and (b) any security interests granted by Seller to secure its obligations pursuant thereto shall, without further action, be immediately extinguished or terminated at or before the Closing pursuant to the contractual terms applicable to such Outstanding Indebtedness.

Section 4.07. **Absence of Certain Changes or Events**

Except as set forth on Schedule 4.07, since December 31, 2020, there has not been any transaction or occurrence that has resulted or is reasonably likely to result in a Material Adverse Effect and the Seller, either through itself or the Authority, has operated and maintained the System since December 31, 2020 in the ordinary course.

Section 4.08. **Tax Matters**

Except as set forth on Schedule 4.08 or as would not have a Material Adverse Effect, that (i) the Seller and the Authority as predecessor in interest have timely paid all Taxes that may have been or may be due and payable by the Seller or the Authority on or before the Closing Date, arising from the ownership or operation of the Acquired Assets or the System on or before the Closing Date; (ii) no Taxing authority has asserted any claim against either the Seller of the Authority for the assessment of any additional Tax liability or initiated any action or proceeding which could result in such an assertion; (iii) the Seller and the Authority have made all withholding of Taxes required to be made under all Laws and regulations, including without limitation, withholding with respect to compensation paid to employees, and the amounts withheld have been properly paid over to the appropriate Taxing authorities; and (iv) the Seller and the Authority have at all times been exempt from U.S. federal income Tax and from income Taxes imposed by the Commonwealth of Pennsylvania (and its political subdivisions) and by other states (and their respective political subdivisions), and income and revenue produced by or with respect to the System and the Acquired Assets has at all times been excluded from gross income by virtue of the provisions of Section 115(1) of the Code. This section does not apply to any Tax matter related to an employee benefit plan or compensation arrangement that is addressed separately in Section 4.11.

Section 4.09. **Real Property and Easements**

Schedule 4.09 identifies all Real Property of Seller and the Authority, as applicable, and separately identifies all Easements. Except as provided in Schedule 4.09, Seller does not lease (as lessee) any real property that is used in the operation of the System. There are no pending condemnation proceedings relating to any of the Real Property or Easements nor has Seller

actually received any written threats of any condemnation proceedings and, to the Knowledge of Seller, no such proceedings are threatened. Neither the Seller nor the Authority has received any written notices of any violations of any Law from any Governmental Authority with respect to the Real Property or the Easements which have not been cured in all material respects and, to Seller's Knowledge, no such violations of Law exist. With respect to the Real Property (i) there are no leases, options, rights of reversions or other rights of use or rights to acquire the Real Property held by third parties, (ii) Seller or Authority, as applicable, is in sole possession of the Real Property, and (iii) to Seller's Knowledge there are no encroachments either way across the boundary of the Real Property, nor any dispute with adjacent property owners over the location of boundaries or potential claims adverse to title.

Section 4.10. **Equipment and Machinery**

Schedule 4.10 sets forth all Equipment and Machinery included in the Acquired Assets. Except as set forth on Schedule 4.10, the Seller or Authority, as applicable, has good title, free and clear of all Liens (other than the Permitted Liens and Liens which are released on or before Closing) to such Equipment and Machinery. Except as specifically disclosed on Schedule 4.10, all the Equipment and machinery is owned by Seller or Authority, as applicable, and none is leased or used under any conditional sales, title-retention, lease, license or similar arrangement.

Section 4.11. **Employee Benefit Plans**

(a) Schedule 4.11(a) contains a true and complete list of all the Seller's Plans and Seller's Benefit Obligations, including amounts owed to current or past employees for severance, unpaid and unused vacation pay or sick leave, or similar obligations. All such Seller's Plans and Seller's Benefit Obligations are in full force and effect and are in material compliance both as to form and operation, with applicable provisions of Employee Retirement Income Security Act of 1974, as amended or the Code, and any other Laws, and with any applicable collective bargaining agreement. To Seller's Knowledge, no event has occurred which has resulted in the imposition of any liability on the Seller or the Authority under the Code or other Law with respect to any Seller's Plans or Seller's Benefit Obligations and there is no unfunded pension liability owed or owing to any Person pursuant to Seller's Plans that is required to be assumed by Buyer;

(b) Except as set forth on Schedule 4.11(b), with respect to the System, neither the Seller nor the Authority sponsor, maintain, contribute to, or are required to contribute to, any "multiemployer plan" within the meaning of Section 414(f) of the Code, and neither has any liability of any nature, whether known or unknown, fixed or contingent, with respect to any such multiemployer plan;

(c) Except as set forth on Schedule 4.11(c), neither the Seller nor the Authority sponsor, maintain, contribute to, or are required to contribute to, any medical, health, life or other welfare plan or benefits for present or future terminated or retired Personnel or their spouses or dependents, other than as required by COBRA, or any comparable state law, and neither has any liability of any nature, whether known or unknown, fixed or contingent, with respect to any such post-termination welfare benefits;

(d) The Seller and the Authority are and have been in compliance in all material respects with the requirements of COBRA regarding the Personnel and are not subject to any excise Tax under Code Section 4980B for the current or any prior taxable year; and

(e) Except as set forth on Schedule 4.11(e), neither the Seller nor the Authority has entered into any severance or similar arrangement with respect to any present or former Personnel that will result in any obligation (absolute or contingent) of Buyer to make any payment to any present or former Personnel following termination of employment, including the termination of employment effected by the transactions contemplated by this Agreement. The consummation of the transactions contemplated by this Agreement will not trigger any severance or other obligation of the Seller or the Authority as predecessor in interest for which Buyer shall have any liability.

Section 4.12. **Seller's Personnel**

(a) Schedule 4.12(a) sets forth all collective bargaining agreements and contractual relationships with Personnel relating to the System to which the Seller or the Authority is a party, including the identification of the parties thereto and the expiration dates. Other than the collective bargaining agreements and relationships set forth on Schedule 4.12(a), there are no commitments, contracts, agreements, arrangements or understandings (whether written or oral, formal or informal) of the Seller or the Authority with respect to the Union or the Union Personnel, and the collective bargaining agreements set forth on Schedule 4.12(a) constitute the entire agreement between the Authority and the other parties thereto, with respect to the subject matter thereof.

(b) Except as set forth on Schedule 4.12(b), the Authority shall timely pay, or cause to be timely paid, the Personnel as required under its policies and/or by Law for accrued but unused and unpaid vacation, sick leave and other accrued benefits as of the Closing Date. To Seller's Knowledge, all obligations to the Personnel under applicable wage and hour Laws and leave policies will have been satisfied by the Closing Date.

(c) The Authority or Seller has not, in the past five (5) years, effectuated:

(i) a "plant closing" (as defined in the Worker Adjustment and Retraining Notification Act ("WARN Act")) affecting any site of employment or one or more facilities or operating units within any site of employment or facility of the System; or

(ii) a "mass layoff" (as defined in the WARN Act) affecting any site of employment or facility of the System; nor has the System been affected by any transaction or engaged in layoffs or employment terminations sufficient in number to trigger application of any similar state or local Law.

None of the Personnel has suffered an "employment loss" (as defined in the WARN Act) during the previous six months.

Section 4.13. **Environmental Compliance**

Except as set forth on Schedule 4.13 or that otherwise could not be expected to have a Material Adverse Effect:

(a) To the Seller's Knowledge, the System as currently operated by the Seller and the Authority and all operations and activities conducted by the Seller and the Authority with respect to the System are in compliance in all material respects with all applicable Environmental Requirements.

(b) To the Seller's Knowledge, the Seller and the Authority has generated, used, handled, treated, stored and disposed of all Hazardous Materials in (i) compliance in all material respects with all applicable Environmental Requirements and (ii) a manner that has not given, and could not reasonably be anticipated to give, rise to Environmental Liabilities.

(c) Except as has been disclosed to Buyer on Schedule 4.13, neither the Seller nor the Authority has received notice of any Environmental Claims related to the System that have not been fully and finally resolved, and to the Knowledge of Seller no claims of Environmental Liabilities have been threatened allegedly arising from or relating to the System that have not been fully and finally resolved.

(d) To Seller's Knowledge, Hazardous Materials are not present at or on the System, there has been no Release of Hazardous Materials at, on or from any part of the System or the Acquired Assets, in each case in a manner that violates any Environmental Requirements or has resulted in, or could reasonably be anticipated to give rise to, Environmental Liabilities which has not been appropriately resolved pursuant to applicable Environmental Requirements.

(e) No Lien or activity use limitation or institutional control has been recorded affecting any Acquired Assets by any Governmental Authority due to either the presence of any Hazardous Material on or off the Acquired Assets or a violation of any Environmental Requirement except as has been disclosed by the Seller or the Authority to Buyer.

(f) Neither the Seller nor the Authority has Knowledge of any underground storage tanks on or at any of the Acquired Assets other than as set forth on Schedule 4.13. To the Seller's Knowledge, any underground storage tanks previously located at the Acquired Assets other than as set forth on Schedule 4.13 have been removed or otherwise closed, plugged and abandoned in compliance with applicable Environmental Requirements in effect at the time of such closure.

(g) Neither the Seller nor the Authority has Knowledge of any PCB Equipment on or at any of the Acquired Assets. Any PCB Equipment that previously existed at the Acquired Assets has been flushed of polychlorinated byphenyls or has been removed and properly disposed of, in compliance with applicable Environmental Requirements, and any remaining PCB Equipment is labeled to the extent required under applicable Environmental Requirements and being managed in compliance with applicable Environmental Requirements.

(h) Neither the Seller nor the Authority has Knowledge of the existence of any Regulated Asbestos Containing Material in or on the Acquired Assets in an aggregate amount that would reasonably be expected to result in an Environmental Liability; and any Regulated Asbestos Containing Material is being managed in compliance with all applicable Environmental Requirements.

(i) The Seller has delivered to Buyer (1) all environmental site assessments, if any, pertaining to the System, that the Seller or the Authority has Knowledge of, within the previous five (5) years, (2) all material compliance audits or compliance assurance reviews prepared within the previous five (5) years relating to compliance with Environmental Requirements by the System, and (3) all documents pertaining to, any known and unresolved Environmental Liabilities incurred in relation to the System, to the extent possessed by or under the reasonable control of the Seller or the Authority.

(j) Except as has been disclosed to Buyer on Schedule 4.13, neither the Seller nor the Authority has received notice or has Knowledge of any historic environmental conditions that could give rise to any Environmental Claims related to the System, any Acquired Asset, or the underlying Real Property.

Section 4.14. **Authorizations and Permits**

Schedule 4.14 sets forth the Authorizations and Permits of the Seller and the Authority as applicable. The Seller has made true and complete copies of all Authorizations and Permits available to Buyer. Except as set forth on Schedule 4.14, the Seller and Authority, as applicable, is in compliance in all material respects with all terms, conditions and requirements of all Authorizations and Permits, except in each case where such violation or failure, individually or in the aggregate, would not have a Material Adverse Effect, and no proceeding is pending or, to the Knowledge of the Seller threatened relating to the revocation or limitation of any of the Authorizations or Permits, other than those revocations or limitations which do not individually or in the aggregate have a Material Adverse Effect.

Section 4.15. **System Contracts**

(a) Schedule 4.15 sets forth a complete and accurate list of all the Assigned Contracts and any amendments thereto.

(b) Except as specifically identified on Schedule 4.15, the Seller and the Authority have made available to Buyer true and complete copies of all the contracts primarily related to the System, including the foregoing Assigned Contracts.

(c) All of the Assigned Contracts set forth on Schedule 4.15 are in full force and effect. Neither Seller nor the Authority has, nor to the Knowledge of the Seller has any other party thereto, breached any material provision of or defaulted under the material terms of, nor does any condition exist which, with notice or lapse of time, or both, would cause the Seller or the Authority, or to the Knowledge of Seller, any other party, to be in default under any Assigned Contract.

Section 4.16. **Compliance with Law; Litigation**

(a) The Seller and the Authority have operated and are operating the System in compliance, in all material respects, with all Laws, Authorizations and Permits and are not in breach of any Law, Authorization or Permit that would have a Material Adverse Effect on the operations of the System or on the Buyer. There are no Authorizations or Permits from any Governmental Authority necessary for the operation of the System as currently being operated except for those Authorizations and Permits listed in Schedule 4.14.

(b) Except as set forth on Schedule 4.16, there are no facts, circumstances, conditions or occurrences regarding the System that could reasonably be expected to give rise to any environmental claims or governmental enforcement actions that could reasonably be expected to have a Material Adverse Effect, and there are no past, pending or threatened environmental claims or governmental enforcement actions against the Seller or the Authority that individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

(c) Except as set forth on Schedule 4.16, there is no action, suit or proceeding, at law or in equity, or before or by any Governmental Authority, pending nor, to the Knowledge of the Seller, threatened against the Seller or the Authority before or at the Closing Effective Time, which will have a Material Adverse Effect. There is no action, suit or proceeding, at Law or in equity, or before or by any Governmental Authority, pending nor, to the Knowledge of the Seller, threatened against the Seller or the Authority which could materially affect the validity or enforceability of this Agreement.

Section 4.17. **Broker's and Finder's Fees**

No broker, finder, or Person is entitled to any commission or finder's fee by reason of any agreement or action of Seller or the Authority in connection with this Agreement or the transactions contemplated by this Agreement. Seller has employed PFM Financial Advisors LLC, as municipal advisor to provide transaction structuring advice and to provide Seller with municipal advice relating to the sale of the System. Seller is solely responsible to pay all fees owed to PFM Financial Advisors LLC in connection with the transactions contemplated by this Agreement.

Section 4.18. **Title to the Acquired Assets; Sufficiency**

(a) Except as set forth on Schedule 4.18(a), the Seller or the Authority as predecessor in interest has good and marketable title to, valid leasehold interest in or valid licenses or Easements to use, all of the Acquired Assets, free and clear of all Liens, other than Permitted Liens and Liens which will be fully and unconditionally released at or before Closing. The use of the Acquired Assets is not subject to any Liens, other than Permitted Liens, and such use does not encroach on the property or the rights of any Person.

(b) Except as set forth on Schedule 4.18(b), the Acquired Assets are sufficient for, and constitute all the assets, properties, business, goodwill and rights of every kind and description, and services required for, the continued conduct and operation of the System by Buyer in substantially the same manner as currently conducted and operated by Seller and the

Authority. Except for the Excluded Assets and except as set forth on Schedule 4.18(b), (i) the Acquired Assets, taken as a whole, comprise all the assets, properties, business, goodwill and rights of every kind and description used or held for use in, or useful or necessary to the operation of the System as currently operated by Seller and the Authority, and (ii) there are no assets, properties, business, goodwill, rights or services used in the conduct or operation of the System that are owned by any Person other than Seller or the Authority as predecessor in interest that will not be licensed or leased to Buyer under valid, current license arrangements or leases pursuant to an Assigned Contract, if applicable. None of the Excluded Assets are material to the System.

Section 4.19. **Pending Development Plans**

Schedule 4.19 sets forth a full and complete list of all Pending Development Plans for which Seller has received notice as of the Effective Date. Each Pending Development Plan, if consummated, could result in additional customers and reduction of available treatment capacity. Seller provides no assurances whatsoever that any development or expansion of the Service Area associated with any Pending Development Plan will actually be undertaken or completed. The Parties expect that Schedule 4.19 will change from time to time between the Effective Date and Closing, and the Seller shall promptly provide updates to Schedule 4.19 upon the occurrence of any significant change, decision or development and shall further deliver such updates pursuant to Section 9.03.

Section 4.20. **Customer Sewer Laterals and Grinder Pumps**

As of the Closing Date, neither the Seller nor the Authority will own, or have any responsibility for: any grinder pumps; connecting facilities located in the area originating from the Seller's terminus point of the collection facilities at the edge-of-road or curb-line when the facilities are located with a public right-of-way or the edge of an easement where the collection facilities are located within private property to and throughout the customer's property; or any and all piping and fixtures internal to each individual customer structure (whether residential, commercial, industrial or other customer classes/types).

ARTICLE V.
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer makes only the representations and warranties that are set forth in this Article V.

As a material inducement to the Seller to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer represents and warrants to the Seller, as of the Effective Date and as of the Closing Date (except to the extent any of the following representations and warranties specifically apply or relate to another date, in which event such representations and warranties shall be true and correct as of such other date), as follows:

Section 5.01. **Organization**

Buyer is duly organized, validly existing and in good standing under the laws of the state of its organization.

Section 5.02. **Authorization and Validity of Agreement**

Buyer has the power and authority to enter into this Agreement and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms hereof. This Agreement has been duly authorized, executed and delivered by the Buyer and constitutes a valid and legally binding obligation of the Buyer, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

Section 5.03. **No Conflict or Violation**

The execution and delivery of this Agreement by the Buyer, the consummation of the transactions contemplated by this Agreement and the performance by the Buyer of the terms, conditions and provisions hereof has not and will not contravene or violate or result in a material breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any material obligations of the Buyer under (i) any Law, (ii) any material agreement, instrument or document to which the Buyer is a party or by which it is bound or (iii) the articles, bylaws or governing documents of the Buyer.

Section 5.04. **Consents and Approvals**

Schedule 5.04, sets forth a list of each consent, waiver, authorization or approval of any Governmental Authority, or of any other Person, and each declaration to or filing or registration with any Governmental Authority required in connection with the execution and delivery of this Agreement by Buyer or the performance by Buyer of its obligations hereunder.

Section 5.05. **Broker's and Finder's Fees**

No broker, finder or third party is entitled to any commission or finder's fee in connection with this Agreement or the transactions contemplated by this Agreement.

Section 5.06. **Financial Wherewithal**

Upon Closing, and after giving effect to the consummation of the transactions contemplated by this Agreement and the incurrence of any indebtedness in connection therewith, Buyer shall have the financial ability and will have sufficient working capital for its needs and anticipated needs to operate the System as a certificated public utility system regulated by the PaPUC authorized, among things, to provide wastewater utility services to retail residential, commercial and industrial customers in the System.

Section 5.07. **Sufficient Funds**

Buyer shall have sufficient funds available at Closing to consummate the transactions contemplated by this Agreement, to pay the Purchase Price in accordance with Article III and expenses related to the transactions contemplated by this Agreement, and on and after Closing, to generally provide ownership, operation and capital for the operations and capital needs of the

System following the Closing, and assuring that the customers of the System will receive safe, adequate and reliable wastewater service equal to or better than such customers would have received without the transactions contemplated by this Agreement and at all times consistent with the provisions of the Pennsylvania Public Utility Code, 66 Pa. C. S. § 101 *et seq,* and Law.

Section 5.08. **Independent Decision**

Except as expressly set forth in this Agreement, or any of the related agreements, Buyer acknowledges that (a) neither Seller nor any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of the System or information provided to Buyer, and (b) neither Seller nor any other Person shall have or be subject to any liability to Buyer or any other Person resulting from the distribution to Buyer, or Buyer use of, any information regarding the System or Acquired Assets that has been furnished or made available to Buyer and its Representatives. Buyer acknowledges that other than as expressly set forth in this Agreement or any related agreement, Seller expressly disclaims any warranty of future profitability or future earnings performance of any Acquired Assets or the System.

Section 5.09. **Scheduled Matters**

Buyer acknowledges that: (a) the inclusion of any matter on any Schedule is not an admission by Seller that such listed matter is material or that such listed matter has or could have a Material Adverse Effect or constitutes a material liability with respect to the Acquired Assets; (b) matters reflected in the Schedules are not necessarily limited to matters required by this Agreement to be reflected in such Schedules; and (c) such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature.

Section 5.10. **Independent Investigation**

Buyer acknowledges that it has conducted an independent investigation of the financial condition, assets, liabilities, properties and projected capital needs and operations of the System in making its determination as to the propriety of the transaction contemplated by this Agreement and, in entering into this Agreement and related agreements, has relied solely on the results of its investigation and on the representations and warranties of the Seller and the Authority expressly contained in Article IV of this Agreement.

Section 5.11. **Litigation**

The Buyer is not in breach of any applicable Law that could have a Material Adverse Effect on the operations of the System or the Buyer. Neither the Buyer nor any Affiliate of the Buyer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of Persons with which the Seller may not do business under applicable Law: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. Except as set forth on Schedule 5.11, there is no action, suit or proceeding, at law or in equity, or before or by any Governmental Authority, pending nor, to the Knowledge of the Buyer, threatened against the Buyer before or at the Closing Effective Time, which will have a material adverse effect on (i)

the transactions contemplated by this Agreement or (ii) the validity or enforceability of this Agreement.

ARTICLE VI.
TITLE TO REAL ESTATE; EASEMENTS

Section 6.01. **Evidence of Title**

Subject to Section 6.06, with respect to all Real Property, Buyer shall obtain, at its sole cost and expense, a commitment for an owner's policy of title insurance on the American Land Title Association's ("ALTA") Owner's Form 2006 (the "Title Commitment"), issued by a title insurance company selected by Buyer and licensed to insure title to real property by the Commonwealth of Pennsylvania (the "Title Company"), having an effective date after the Effective Date. Promptly following the Effective Date, Buyer shall order the Title Commitment from the Title Company and shall provide Seller evidence of the order. Notwithstanding anything to the contrary in Section 6.02(a) below, Buyer shall not be entitled to send an Objection Notice with respect to any parcel of Real Property and the Title Commitment for the same if, within forty five (45) Business Days after the Effective Date, Buyer has not ordered the Title Commitment from the Title Company for such parcel of Real Property and provided Seller with evidence of the same.

Section 6.02. **Objections to Title**

(a) Notice of Objections. Within thirty (30) days of Buyer's receipt from the Title Company of a Title Commitment for any of the parcels of Real Property, Buyer shall deliver to Seller a true, correct and complete copy of the Title Commitment and true, correct, complete and legible copies of any and all exception documents listed in the Title Commitment, along with Buyer's written notice to Seller of any of the exceptions to title set forth on Schedule B of such Title Commitment to which Buyer objects (the "Title Objection Items") (such written notice of Buyer being referred to as the "Objection Notice"). The Objection Notice shall (a) not contain exceptions that are Permitted Liens, (b) not relate to the Buyer or any requirements, conditions or obligations of the Buyer, (c) not relate to matters of record and set forth in the Title Commitment and unrecorded matters revealed to Buyer in its due diligence or revealed in the survey unless such Title Objection Item materially and adversely in Buyer's commercially reasonable opinion restricts or prevents the use of the Real Property in the current operation of the System and (d) not contain the standard Title Company exceptions to the extent that such standard Title Company exceptions are commonly removed by the execution and delivery of a standard owner's affidavit by Seller. The Buyer shall include a true, correct and complete copy of the Title Commitment and true, correct, complete and legible copies of any and all exception documents listed in the same in the Objection Notice. If Buyer provides the Seller with an Objection Notice, the Seller shall use commercially reasonable efforts to have all of the Title Objection Items cured, satisfied or released of record, or insured over, by the Title Company (individually, "Cure" and collectively, "Cured") before or as of the Closing. At or before the Closing, the Seller shall deliver written evidence to Buyer, in form and substance reasonably satisfactory to Buyer, evidencing that Seller has Cured all such Title Objection Items. In the event that Seller is unable to Cure any Title Objection Item per this Section 6.02(a), Seller shall

indemnify Buyer for such inability per the terms of Article VIII hereof, provided that Seller's indemnification obligation arising under this Section 6.02(a) shall not be subject to the Threshold Amount nor the Liability Cap set forth in Section 8.05. For avoidance of doubt, Buyer acknowledges that no item listed in clauses (a) through and including (d) above, may be objected to by Buyer as a Title Objection Item.

(b) Liens. Without limiting the Seller's obligations pursuant to Section 6.02(a) above, before or as of the Closing, the Seller shall, at the Seller's cost and expense, Cure any Lien encumbering the Real Property which can be Cured by the payment of money (other than Permitted Liens).

(c) Title Endorsements/Survey. Buyer shall pay for any endorsements required by the Buyer or any mortgagee of the Buyer to Buyer's Title Policy. If any survey is required by Buyer or its mortgagee, either as a condition to any such endorsement or otherwise, the Buyer shall obtain it at its sole cost and expense. If Buyer obtains a survey of any or all of the Real Property and desires the deed to contain the legal description based on such survey, if the same is not identical to the legal description contained in Seller's deed of record, Seller is not obligated to include the same in the deed to Buyer unless the survey is certified to Seller and such description is included in the deed on a "quitclaim" basis only and without warranty of title.

(d) License at Closing. At Closing, Seller shall provide Buyer with a license agreement granting Buyer a license in all of Seller's rights to access such Real Property (as acquired from the Authority) in order to allow Buyer to operate and maintain in the System until such time as Buyer is provided title to such Real Property as provided for in this Agreement. For the avoidance of doubt, Seller shall provide such title as soon as reasonably practicable in accordance with Section 6.01.

(e) Insurable Claims. To the extent any Claim for Losses under Article VIII constitutes an Insurable Claim (as defined below), Buyer shall assert the Insurable Claim and use its commercially reasonable efforts to obtain recovery for such Insurable Claim against the Title Company (which shall include commencing litigation and diligently prosecuting such Insurable Claim to judgment) before pursuing a Claim for Losses under Article VIII. If at any time following a non-favorable judgment that substantially denies the relief sought by Buyer from the Title Company in connection with the Insurable Claim (each a "Non-Favorable Judgment"), Buyer may, following such Non-Favorable Judgment, pursue the Seller with a Claim for Losses under Article VIII (any such Claim against the Seller following an attempted Insurable Claim against the Title Company being a "Residual Title Claim"). Notwithstanding anything to the contrary in Article VIII, Buyer may assert a Claim for Losses based upon a Residual Title Claim for a sixty (60) day period after the Non-Favorable Judgment. For purposes of this Section 6.02(e), an "Insurable Claim" means a Claim that: (i) arises out of Buyer's discovery of a title defect or encumbrance with respect to any of the Real Property following the Closing that materially restricts or prevents the use of such Real Property in the operation of the System; and (ii) constitutes a claim against the Title Company under Buyer's Title Policy. Buyer acknowledges that any and all Claims which Buyer could otherwise bring as a breach of a covenant of title under the special warranty deed to the Real Property shall be included within the Claim for Losses under Article VIII and is subject to the terms of this Section 6.02(e).

Section 6.03. **Title Expenses**

Irrespective of whether the transactions described by this Agreement are consummated and Closing occurs, Buyer shall pay all costs and expenses of obtaining the Title Commitment, Title Policy and any survey.

Section 6.04. **UCC Search; Releases**

Not later than one hundred eighty (180) days after the Effective Date, Buyer shall obtain at its sole cost and expense a Uniform Commercial Code search against Seller covering any of the personal property or fixtures included among the Acquired Assets from the Office of the Secretary of the Commonwealth of Pennsylvania and the Recorder of Deeds Montgomery County, Pennsylvania (the "UCC Search"). On or before the Closing, Seller shall at its sole cost and expense obtain releases of any and all security interests in any of the Acquired Assets which are not Permitted Liens. The Seller shall provide the form of the releases of such security interests to Buyer on or before the Closing Date.

Section 6.05. **Easements**

(a) Abstract of Easements. Within ninety (90) days after the Effective Date, the Seller shall, at its sole cost and expense, cause an abstractor selected by the Seller and reasonably acceptable to Buyer and the Title Company (the "Abstractor"), to perform a search of the public land records of Montgomery County, based on the Seller's and the Authority's records and plans of the System (and such other sources of information as are reasonably related thereto), by searching the grantee index in the names of the Seller and the Authority and such other searches as the Abstractor may reasonably make, to (i) identify and provide Buyer with title information on any and all recorded Easements (including information related to any Liens or encumbrances on Seller's or the Authority's title thereto), and (ii) taking into account any information provided by Buyer, identify all Missing Easements. During the process, as the Abstractor provides written search results to the Seller (including updated versions of the abstractor search result chart), the Seller will promptly provide the same to Buyer for its review, and, without limiting the foregoing, the Seller shall, or shall cause the Abstractor to, provide Buyer with periodic updates (which shall occur no less frequently than bi-weekly) on the status of the activities set forth in the previous sentence.

(b) Notice of Objections. Within forty-five (45) days of Buyer's receipt from the Seller (or the Abstractor) of the information specified in subsection (a) above, Buyer shall deliver to Seller written notice identifying the encumbrances on the Easements that, in Buyer's reasonable commercial opinion, could materially and adversely restrict or prevent the use of the Easements in the current operation of the System (the "Easement Objection Items") (such written notice of Buyer being referred to as an "Easement Objection Notice"). The Easement Objection Notice shall not include any encumbrances that: (a) are Permitted Liens, (b) pertain to the Buyer or any requirements, conditions or obligations of the Buyer, or (c) are matters of record and set forth in the Abstractor's search results that do not, in Buyer's commercially reasonable opinion, materially and adversely restrict or prevent the use of the Easements in the current operation of the System (specifically including mortgages or other instruments securing indebtedness incurred by the owner of the land burdened by the Easement). If Buyer provides the Seller with an

Easement Objection Notice, the Seller shall use commercially reasonable efforts to have the Easement Objection Items Cured, prior to or as of the Closing. At or prior to the Closing, the Seller shall deliver written evidence to Buyer, in form and substance reasonably satisfactory to Buyer, evidencing Seller has Cured all Easement Objection Items. In the event that Seller is unable to Cure any such Easement Objection Item per this Section 6.05(b), Seller shall indemnify Buyer for such inability per the terms of Article VIII hereof, provided that Seller's indemnification obligation arising under this Section 6.05(b) shall not be subject to the Threshold Amount nor the Liability Cap set forth in Section 8.05.

(c) Missing Easements. If during the process of Abstractor's review and investigation of the Montgomery County land records, either Party determines, based on the Abstractor's investigation, that there is a Missing Easement, the Seller (at its cost and expense) shall take any and all actions (including the use of its power of condemnation) to obtain any such Missing Easements so that the same may be sold, assigned, transferred and conveyed to Buyer at the Closing pursuant to the terms and conditions of this Agreement. The Seller shall pay for all costs and expenses incurred in connection with obtaining each Missing Easement (including any consideration payable to the landowner in connection with condemnation, in lieu of condemnation or otherwise to obtain Missing Easements). If Seller has not obtained all Missing Easements by the date that is ninety (90) days after the date that Abstractor has completed his review of the County land records and delivered the last results of the same to Seller (the "Abstract Completion Date"), then the Seller (at its cost and expense) shall, as soon as reasonably practicable, commence and file in the Court of Common Pleas, Montgomery County, a condemnation or eminent domain proceeding to obtain any and all such Missing Easements. For the purposes of clarity, upon obtaining each Missing Easement (including upon the final resolution of a condemnation proceeding), each Missing Easement that has been acquired or obtained by the Seller is considered an Easement.

(d) License at Closing. At Closing, Seller shall provide Buyer with a license agreement granting Buyer a license in all of Seller's and the Authority's rights to access such Missing Easement in order to allow Buyer to operate and maintain the System until such time as Buyer is provided title to such Missing Easement as provided for in this Agreement.

(e) Escrow at Closing for Missing Easements. For all of the Missing Easements listed on attached Schedule 6.05(e) as of the Closing Date, Seller will have additional time following the Closing Date to secure and assign and transfer the Missing Easements to Buyer. Seller shall diligently pursue and deliver the Missing Easements on or before the third (3rd) anniversary of the Closing Date, subject to any extension as permitted by the Escrow Agreement, that will require, among other things, the funding of an escrow account in the amount of Two Thousand Dollars ($2,000) for each Missing Easement set forth on Schedule 6.05(e) as of the Closing Date to secure the Seller's obligations under this Agreement and the Escrow Agreement.

Section 6.06. **Unscheduled Property**

The Parties acknowledge that the Seller may own interests in or have the legal right to use or occupy the Real Property and/or Easements that are necessary or essential to the operation of the System and that are not set forth in Schedule 4.09 (the "Unscheduled Real Property"). If the

Parties discover before or after the Closing Date, one or more parcels of Unscheduled Real Property, the discovering Party shall give written notice of such discovery to the non-discovering Party. In addition to its obligations in Section 2.03, Seller shall convey, assign or otherwise transfer any rights to each parcel of Unscheduled Real Property, with no adjustment to the Purchase Price, in such a manner as to provide Buyer with reasonable assurances that Buyer will have the right to use or occupy the Unscheduled Real Property as it was used by Seller as of the Effective Date.

ARTICLE VII.
OTHER AGREEMENTS

Section 7.01. **Taxes**

Except as provided in this Agreement, Seller or the Authority as predecessor in interest shall pay any and all Taxes, if any, arising out of the ownership of the Acquired Assets and out of the operation of the System before the Closing Date.

Section 7.02. **Cooperation on Tax Matters**

Seller and the Authority shall furnish or cause to be furnished to Buyer, as promptly as practicable, whether before or after the Closing Date, such information and assistance relating to the System as is reasonably necessary for the preparation and filing by Buyer of any filings relating to any Tax matters.

Section 7.03. **Personnel Matters**

(a) Subject to the obligations of the Authority under applicable Law and Buyer's obligations specified in Section 7.03(h) below with respect to Union Personnel, Buyer shall, or shall cause an Affiliate of Buyer to, offer employment effective on the Closing Date, to the Personnel set forth on Schedule 7.03(a), who are available to commence work on the Closing Date, subject to Buyer's existing standard hiring policies and procedures applicable to new employees, (including background check and drug testing, and written acknowledgment of Buyer's Code of Conduct and other employment policies, if applicable) except with respect to benefits as otherwise provided in Section 7.03(c). The Personnel who accept such employment and commence employment on the Closing Date, are referred to in this Agreement as the "Transferred Personnel." Schedule 7.03(a) shall not be amended after the date this Agreement is executed without the prior written consent of Buyer. For purposes of clarity, nothing contained in this Section 7.03 limits, restricts or prohibits Buyer from interviewing the Personnel for informational purposes only in connection with the transfer of employment of the Personnel to Buyer as provided in this Section 7.03. Buyer may make the required offer of employment at such a time to permit Buyer to require such offerees' decision to accept or reject such offers up to three (3) months prior to the Closing Date. Nothing contained in Section 7.03 limits or restricts Buyer from interviewing Personnel for employment purposes in connection with the transfer of Personnel to Buyer.

(b) Transferred Personnel who are Non-Union Personnel will be employees-at-will of Buyer. Buyer shall provide each of the Transferred Personnel who are Non-Union Personnel

compensation and benefits which are substantially comparable to the compensation and benefits then provided to similarly situated employees of Buyer. Nothing in this Agreement requires Buyer to provide any particular form or type of employee benefit program, plan or policy to any Transferred Personnel who are Non-Union Personnel as a result of the transaction contemplated by this Agreement.

(c) Subject to the obligations of the Authority under the Collective Bargaining Agreement and Law and Buyer's obligations specified in Section 7.03(h) below with respect to Union Personnel, with respect to any employee benefit plan maintained by Buyer or an Affiliate of Buyer for the benefit of any Transferred Personnel, effective as of the Closing, Buyer shall, or shall cause its Affiliate to, recognize all service of the Transferred Personnel with the Authority, as if such service were with Buyer for purposes of determining eligibility and vesting for benefits (except where doing so would result in a duplication of benefits). Buyer's pension plans and retiree medical plans are excluded from the foregoing sentence.

(d) Subject to the obligations of the Authority under the Collective Bargaining Agreement and applicable Law and Buyer's obligations specified in Section 7.03(h) below with respect to Union Personnel, effective as of the Closing, the Transferred Personnel employment with the Authority will end and will cease active participation in the Seller's Plans. Seller shall remain liable for all eligible claims for benefits under the Seller's Plans that are incurred by the Transferred Personnel before the Closing Date. Subject to the obligations of Seller, as successor to the Authority, under the Collective Bargaining Agreement and applicable Law and Buyer's obligations specified in Section 7.03(h) below with respect to Union Personnel, Seller shall remain liable to make any contributions to Seller's Plans related to, and/or to fund any retirement benefits accrued by, the Transferred Personnel before Closing. Notwithstanding anything in this Agreement to the contrary, Seller will remain liable for all pay, expenses, liabilities, wages, Taxes and all other obligations and liabilities of any nature whatsoever relating to (i) the period prior to the Closing Date with respect to any Personnel that become Transferred Personnel and (ii) relating to all periods before or after the Closing Date with respect to any current or former Personnel who do not become Transferred Personnel.

(e) This Section 7.03 binds and inures solely to the benefit of each of the Parties to this Agreement, and nothing in this Section 7.03, express or implied, is conferred upon any other Person any rights or remedies of any nature whatsoever under or because of this Section 7.03. This Section 7.03 does not create any right in any Transferred Personnel or any other Person to any continued employment with Buyer or any of its Affiliates or compensation or benefits of any nature or kind whatsoever, and is not be deemed to restrict Buyer in the exercise of its independent business judgment in establishing or modifying any of the terms or conditions of the employment of the Transferred Personnel. Nothing contained in this Section 7.03 constitutes an amendment of, or an undertaking to amend, any employee benefit plan, program or arrangement maintained by Buyer or its Affiliates or is intended to prevent Buyer or its Affiliates from amending or terminating any such employee benefit plan, program or arrangement in accordance with its terms.

(f) Notwithstanding anything in this Agreement to the contrary, it is expressly understood that Buyer will not acquire any asset, or assume any liability or obligation in

connection with the transactions contemplated by this Agreement relating to any of the Seller's Plans or Seller's Benefit Obligations. Seller is solely responsible for any liability, funding obligation, claim or expense arising from the Seller's Plans or Seller's Benefit Obligations, both before, and after, the Closing Date, except as provided in Section 7.03(c).

(g) At a reasonable time prior to the Closing Date, Seller and Authority shall transfer all records pertaining to the employment of the Transferred Personnel to Buyer including, but not limited to, all personnel and human resources Files and Records.

(h) Effective as of and conditioned upon Closing and to the greatest extent permissible by law:

(1) Buyer shall recognize the Union as the exclusive bargaining representative for Union Personnel in their current bargaining unit if the Buyer's employees performing the bargaining unit work previously performed by Union Personnel constitute at least a majority of Union Personnel in the applicable bargaining unit and the related bargaining unit contains more than one (1) employee.

(2) To the extent the Union is recognized pursuant to Section 7.03(h)(1) herein, Buyer shall collectively bargain in good faith with the Union to establish a new collective bargaining agreement. Except as outlined in Section 7.03(h)(3) herein, if initial terms and conditions of employment cannot be agreed to by the Buyer and the Union, Buyer will adopt Seller's Collective Bargaining Agreement for employees in the applicable bargaining unit as of and conditioned upon Closing.

(3) Buyer is not required, however, to provide medical insurance, paid time off or pension benefits as provided for in the Collective Bargaining Agreements, but instead may provide Union Personnel with the medical insurance, paid time off and retirement benefits it provides to similarly situated employees. The Buyer also shall not be bound by and any provision of the Collective Bargaining Agreement with which it legally cannot comply. Seller makes no representations, and Buyer is solely responsible for determining, that these terms meet Buyer's obligations under applicable labor law.

Section 7.04. **Initial and Future Rates**

(a) Rates. After Closing, Buyer shall implement the Seller's sanitary wastewater rates then in effect at Closing, as set forth on Schedule 7.04 and inclusive of any PaPUC permitted or required surcharges or pass-through costs ("Base Rates"), as Buyer's effective sanitary wastewater rates, provided that the rates reflected on Schedule 7.04 (at Closing) shall not be lower than those in effect on the date of the Effective Date. The Base Rates shall not be increased until after the second anniversary of the Closing Date (the "Freeze Period") provided that the foregoing Freeze Period restriction shall not apply to rates applicable to the Municipal Agreements or any customer(s) receiving services pursuant to such Municipal Agreements nor shall the Freeze Period apply to any customer receiving services pursuant to any other agreement set forth set forth on Schedule 4.15. During the Freeze Period, Buyer shall apply its then-existing miscellaneous fees and charges, rules and regulations for wastewater service as set forth in Buyer's tariff within Seller's Service Area. Buyer intends to bill on a monthly basis.

(b) PaPUC Approval. The Buyer shall include the rate provisions of Section 7.04(a) in its requested PaPUC Governmental Approval.

Section 7.05. **Buyer Taxpayer**

From and after the Closing Date, Buyer acknowledges that, upon conveyance of the Acquired Assets to Buyer, the Buyer will be subject to, among other Taxes, real estate Taxes, which Buyer shall pay when due. But solely to the extent such Taxes are owed for and relating to periods after the Closing.

Section 7.06. **PaPUC Approval**

(a) Promptly after the Effective Date, Buyer shall timely initiate and faithfully prosecute the necessary proceedings to obtain from the PaPUC (i) the issuance of certificates of public convenience to Buyer to provide wastewater services in the Service Area, (ii) the approval of the acquisition of the System by Buyer under terms and conditions that are reasonably acceptable to Seller and Buyer, and (iii) the approval of any inter-municipal agreements. Seller shall cooperate with and assist Buyer in proceedings before the PaPUC.

(b) The Parties agree that the procedures for determining fair market value of the System and Acquired Assets outlined in subsection (a) of Section 1329 of Title 66 of the Pennsylvania Consolidated Statutes ("Section 1329") shall be utilized and filed with the PaPUC as contemplated by Section 1329.

(c) The fees and expenses related to engaging the licensed engineer for such Section 1329 determination shall be paid fifty percent (50%) by Buyer and fifty percent (50%) by the Seller.

(d) To the extent requested by Buyer, Seller shall participate in any proceedings before the PaPUC as an intervenor and active party, provided that the Seller shall bear the fees and expenses directly related to such intervention. Seller may be represented by the counsel of its choice in any such proceedings.

(e) Buyer, in Buyer's first base rate proceeding with respect to the System following the Closing, shall propose the use of statutory and regulatory mechanisms that may be available to Buyer to benefit the Buyer's acquired customers for ratemaking purposes. In the Buyer's first base rate proceedings including the Seller's System, the Seller shall not file an intervention, complaint (formal or informal), or protest of Buyer's base rate proceedings. For the avoidance of doubt this provision does not apply to citizens in the Township.

Section 7.07. **Remedies for Breach of Article VII Agreements**

If Buyer breaches any of the covenants and agreements set forth in this Article VII, in addition to all other rights and remedies available at law or in equity, including specific performance and/or injunctive relief, Seller may commence proceedings before the PaPUC seeking enforcement of such covenants and agreements.

Section 7.08. **Operation and Maintenance of MS4 and Stormwater Systems**

Subject to Law, the Seller shall at all times maintain ownership of its MS4 system and stormwater system assets. This provision shall not preclude Seller from transferring its MS4 system and stormwater system assets to another governmental entity, municipal authority or other qualified purchaser at a future time.

Section 7.09. **Pending Development Plans**

(a) Buyer and the Seller acknowledge that from the time of the Effective Date, the Seller shall continue to administer, and perform its duties and responsibilities with respect to the Pending Development Plans set forth on Schedule 4.19. For the avoidance of doubt, after the Closing Date, the Seller shall not seek to collect any EDU or tapping related fees.

(b) Following the Effective Date, Seller shall not enter into any contract with a third party that contemplates the construction of new sanitary wastewater facilities or upgrades to existing facilities, including, without limitation, pumping stations, force mains, manholes, or pipelines for service to future customers related to Pending Development Plans (collectively, "New System Assets") without providing a draft of such contracts to Buyer for its review and approval as to the design and specifications before execution by the parties to such contracts. Buyer shall have fifteen (15) Business Days to review and approve such contracts, and Buyer's failure to object in writing to any terms of such contracts within such fifteen (15) Business Day review period is deemed an approval of the same by Buyer.

Section 7.10. **Act 537 Plan**

(a) Buyer acknowledges that Seller and the Authority as predecessor in interest have previously committed to an official plan, commonly known as an Act 537 Plan (the "Act 537 Plan") under the Pennsylvania Sewage Facilities Act ("Act 537"), which has been made available to Buyer. Buyer understands that the Act 537 Plan contains obligations and commitments, as more fully set forth in the Act 537 Plan to complete certain improvements and upgrades to the System (the "System Improvements"). Buyer shall accept and complete all of the System Improvements as Seller and the Authority agreed to complete under the existing Act 537 Plan. Prior to agreeing to further obligations pursuant to future amendments to the Act 537 Plan that could reasonably be deemed to affect Buyer, Seller shall provide written notice of such proposed amendment(s), and Buyer and Seller shall negotiate in good faith to resolve any objections Buyer may raise in connection with such proposed amendment(s).

(b) Buyer acknowledges Seller and the Authority as predecessor in interest has jurisdiction over sewage facilities planning and sewer service within portions of the System that provide service within the Service Area through the Act 537 Plan and its Act 537 planning program, zoning, subdivision and land development ordinances and comprehensive land use planning policies. Buyer, Seller and the Authority shall cooperate with respect to current and future sewage facilities planning and sewer service consistent with the provisions of this Section 7.10.

(c) Subject to PaPUC approval of the Service Area as provided in Section 7.06, Buyer shall extend sewer lines and provide sewage collection and treatment services to properties within the Service Area in a manner consistent with the Act 537 Plan and the Buyer's tariff, the Public Utility Code, and the Pa PUC's regulations and orders. Seller will confer with Buyer concerning any amendment to the Act 537 Plan that would affect the provision of sewage collection and treatment services within the Service Area. Neither Seller nor the Authority shall propose or adopt any amendment to the Act 537 Plan that would reduce the Service Area or divert wastewater flows generated from properties located within the Service Area from being served by the System without the approval of Buyer.

(d) Buyer will not request, pursue, or implement expansions of the System within the Seller beyond the current Service Area (that would trigger an Act 537 Plan amendment) without the prior written approval of Seller and the PaDEP. Seller shall promptly notify and confer with Buyer, and consider Buyer's comments, concerning any proposed Act 537 Plan amendment (including any sewage facilities planning module) that would involve the provision of sewage collection and treatment services by the System to area or properties outside of the Service Area. With respect to any such potential Act 537 Plan amendment, Seller and Buyer shall cooperate in evaluating alternatives for provision of sewage services to such areas consistent with the requirements of 25 Pa Code Ch. 71, including consideration of the technical feasibility, economic feasibility and cost effectiveness, consistency with the objectives and policies of plans and requirements of 25 Pa. Code Ch. 71.21(a)(5), consistency with municipal land use plans and ordinances, subdivision ordinances and other ordinances and plans for controlling land use and development, technically and administratively able to be implemented, and other factors required under Act 537 or under Buyer's tariff, the Public Utility Code, and the Pa PUC's regulations and orders.

(e) If Seller and Buyer each determine that the provision of sewage collection and treatment services by the System to certain areas or properties outside of the Service Area is technically feasible, economically feasible and cost effective, and meets all of the requirements set forth in Act 537 and 25 Pa. Code Ch. 71, the Seller and the Authority shall amend the Act 537 Plan to include such identified areas and properties in the Service Area. If Seller and the Authority amend the Act 537 Plan pursuant to this subsection and such amendment is approved by PaDEP, (i) Buyer shall request that the modified Service Area be approved by PaPUC; and (ii) subject to PaPUC approval of the inclusion of such modified Service Area, Buyer shall extend sewer lines and provide sewage collection services to properties within such Service Area in a manner consistent with the Act 537 Plan and Buyer's tariff, the Public Utility Code, and the Pa PUC's regulations and orders.

Section 7.11. **Utility Valuation Experts**

Buyer and Seller shall each be responsible for the costs associated with their respective Utility Valuation Expert for the preparation and completion of their respective Utility Valuation Expert's appraisal report and any additional work by their respective Utility Valuation Expert necessary to assist in the processing and prosecution of the application to the PaPUC in regard to this transaction under Section 1329.

Section 7.12. **Compliance and Operational Reports**

After the Effective Date and through the Closing Date, Seller shall provide Buyer with a monthly report to the person designated by Buyer, disclosing any and all material compliance or operational deficiencies that occurred during the previous month. During the same period, Seller shall also provide Buyer with copies of all reports filed with PaDEP regarding the System, including any discharge monitoring reports, associated supplemental reports, and WETT reports, when available. Seller shall permit Buyer to complete an inspection of the Acquired Assets within twenty (20) days prior to Closing.

Section 7.13. **Implementation and Enforcement of Municipal Code**

Following the Effective Date and continuing after Closing Date, Seller shall continue to implement and enforce the relevant provisions of the Municipal Code of the Township of Towamencin, as amended, including, without limitation, enforcement of the Seller's fats, oils, and grease program, lateral inspection program, investigation of illegal connections, and related operations and maintenance programs.

Section 7.14. **Covenant Survival**

The covenants in this Article survive Closing.

Section 7.15. **Phase I Environmental Site Assessment**

Following the Effective Date, if requested by Buyer, Seller and the Authority shall make the System and the Real Property available for Phase I environmental site assessment by Buyer at Buyer's expense and Buyer's Representatives during normal business hours upon reasonable notice.

ARTICLE VIII.
INDEMNIFICATION

Section 8.01. **Survival**

All representations and warranties contained in this Agreement shall survive until twelve (12) months following the Closing Date, except that (a) the representations and warranties of the Seller and the Authority specified in Section 4.01 (Organization), Section 4.02 (Power and Authority), Section 4.03 (Enforceability), Section 4.17 (Brokers' and Finders' Fees) and Section 4.18 (Title to Acquired Assets; Sufficiency) (collectively, the "Seller Fundamental Representations") shall survive the Closing indefinitely or until the latest date permitted by applicable Law, (b) the representations and warranties of Seller and the Authority specified in Section 4.13 (Environmental Compliance) shall survive Closing until the expiration of the applicable statute of limitations (giving effect to any waiver, mitigation or extension thereof) , and (c) the representations and warranties of Buyer specified in Section 5.01 (Organization), Section 5.02 (Authorization and Validity of Agreement), and Section 5.05 (Brokers' and Finders' Fees) (collectively, the "Buyer Fundamental Representations") shall survive the Closing indefinitely or until the latest date permitted by applicable Law. The covenants and agreements

of the Parties contained herein shall survive the Closing indefinitely or for the shorter period explicitly specified therein, except that for such covenants and agreements that survive for such shorter period, breaches thereof shall survive indefinitely or until the latest date permitted by applicable Law. Notwithstanding the preceding sentences, (x) any breach of representation, warranty, covenant or agreement in respect of which indemnity may be sought under this Agreement shall survive the time at which it would otherwise terminate pursuant to the preceding sentences, if notice of the inaccuracy or breach thereof giving rise to such right of indemnity shall have been given to the party against whom such indemnity may be sought before such time, and (y) nothing contained in this Section 8.01 shall limit in any way any rights a Party may have to bring claims grounded in fraud, intentional misrepresentation or willful misconduct, which rights shall survive the Closing indefinitely.

Section 8.02. **Indemnification by the Seller**

To the maximum extent permitted by applicable Law and subject to the terms and conditions of this Article VIII, the Seller shall indemnify, defend and hold harmless, Buyer and its successors and Affiliates and their respective employees, officers, directors, trustees and agents (the "Buyer Indemnified Persons"), from and against any and all claims for Losses arising from or relating to: (a) any misrepresentation as to, or any material inaccuracy in, any of the representations and warranties of the Seller and/or the Authority contained in this Agreement or in any exhibit, schedule, certificate or other instrument or document furnished or to be furnished by the Seller or the Authority before the Closing pursuant to this Agreement (without regard to any materiality, Material Adverse Effect or related qualifications in the relevant representation or warranty (except where such provision requires disclosure of lists of items of a material nature or above a specified threshold)); (b) any material breach or material nonfulfillment of any of the covenants or agreements of the or the Authority Seller contained in this Agreement or in any exhibit, schedule, certificate or other instrument or document furnished or to be furnished by the Seller or the Authority before the Closing pursuant to this Agreement; or (c) any Excluded Liability or Excluded Asset, or (d) the ownership, use, operation or control of the Acquired Assets or the System prior to the Closing or any incident, occurrence, condition or claim arising prior to Closing and relating to the ownership, use, operation or control of the System prior to Closing.

Section 8.03. **Indemnification by Buyer**

To the maximum extent permitted by applicable Law and subject to the terms and conditions of this Article VIII, Buyer shall defend, indemnify and hold harmless the Seller and its successors and Affiliates and each of their respective employees, officers, directors and agents (the "Seller Indemnified Persons") from and against any and all claims for Losses arising from or relating to: (a) any misrepresentation as to, or any material inaccuracy in, any of the representations and warranties of Buyer contained in this Agreement or in any exhibit, schedule, certificate or other instrument or document furnished or to be furnished by Buyer pursuant to this Agreement; (b) any material breach of any of the covenants or agreements of Buyer contained in this Agreement or in any exhibit, schedule certificate or other instrument or document furnished or to be furnished by the Buyer pursuant to this Agreement; (c) any Assumed Liability as and when payment and performance is due, including without limitation any liability related to any claims by any Governmental Authority; (d) Buyer's actions involving Environmental Requirements,

Hazardous Materials or environmental claims from and after the Closing Date; or (e) the ownership, operation or control of the Acquired Assets or the System from and after the Closing Date.

Section 8.04. **Indemnification Procedure**

(a) Third Party Claims. If any Indemnified Party receives notice of the assertion or commencement of any action, suit, claim or other legal proceeding made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a Representative of the foregoing (a "Third Party Claim") against such Indemnified Party with respect to which the Indemnifying Party may be obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party prompt written notice thereof. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits material rights or material defenses because of such failure. Such notice by the Indemnified Party shall describe the Third Party Claim in reasonable detail and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party may participate in, or by giving written notice to the Indemnified Party (and subject to the other requirements herein) to assume the defense of any Third Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel (which counsel is reasonably acceptable to the Indemnified Party), so long as (i) the Indemnifying Party notifies the Indemnified Party, within ten (10) Business Days after the Indemnified Party has given notice of the Third Party Claim to the Indemnifying Party (or by such earlier date as may be necessary under applicable procedural rules in order to file a timely appearance and response) that the Indemnifying Party is assuming the defense of such Third Party Claim, provided, that if the Indemnifying Party assumes control of such defense it must first agree and acknowledge in such notice that the Indemnifying Party is fully responsible (with no reservation of any rights other than the right to be subrogated to the rights of the Indemnified Party) for all Losses relating to such Third Party Claim, (ii) the Indemnifying Party conducts the defense of the Third Party Claim actively and diligently and at its own cost and expense, and (iii) the Third Party Claim (A) does not involve injunctive relief, specific performance or other similar equitable relief, any claim in respect of Taxes, any Governmental Authority, any criminal allegations, or any potential damage to the goodwill, reputation or overriding commercial interests of Buyer or its Affiliates, (B) is not one in which the Indemnifying Party is also a party and joint representation would be inappropriate or there may be legal defenses available to the Indemnified Party which are different from or additional to those available to the Indemnifying Party, or (C) does not involve a claim which, upon petition by the Indemnified Party, the appropriate court rules that the Indemnifying Party failed or is failing to vigorously prosecute or defend. The Indemnified Party shall reasonably cooperate in good faith in such defense. If the Indemnifying Party assumes the defense of any Third Party Claim, subject to Section 8.04(b), it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party may, at its own cost and expense, participate in the defense of any Third Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof. If the Indemnifying Party elects not to compromise or defend such Third Party Claim or fails to promptly notify the

Indemnified Party in writing of its election to defend as provided in this Agreement, the Indemnified Party may, subject to Section 8.04(b), pay, compromise, defend such Third Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third Party Claim. The Seller and Buyer shall reasonably and in good faith cooperate with one another in all reasonable respects in connection with the defense of any Third Party Claim, including making available records relating to such Third Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third Party Claim.

(b) Settlement of Third Party Claims. Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third Party Claim without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed), except as provided in this Section 8.04(b). If a firm offer is made to settle a Third Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give prompt written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within fifteen (15) days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third Party Claim and in such event, the maximum liability of the Indemnifying Party as to such Third Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third Party Claim, the Indemnifying Party may settle the Third Party Claim upon the terms set forth in such firm offer to settle such Third Party Claim. If the Indemnified Party has assumed the defense pursuant to Section 8.04(a), it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

(c) Direct Claims. Any claim by an Indemnified Party with respect to any Loss which does not arise or result from a Third Party Claim (a "Direct Claim") shall be asserted by the Indemnified Party giving the Indemnifying Party prompt written notice thereof. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits material rights or material defenses because of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail and shall indicate the estimated amount, if reasonably practicable, of the Losses that have been or may be sustained by the Indemnified Party. The Indemnifying Party shall have thirty (30) days after its receipt of such notice to respond in writing to such Direct Claim. During the thirty (30) day period, the Indemnified Party shall reasonably cooperate and assist the Indemnifying Party in determining the validity and amount of such Direct Claim. If the Indemnifying Party does not so respond within such thirty (30) day period, by delivery of written notice disputing the basis or amount of the Direct Claim, the Indemnifying Party is deemed to have rejected such claim, in which case the Indemnified Party is free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement. If the Indemnifying Party has timely disputed its indemnity obligation for any Losses with respect to such Direct Claim, the

Parties shall proceed in good faith to negotiate a resolution of such dispute and, if not resolved through negotiations, such dispute may be resolved by litigation in an appropriate court of jurisdiction determined pursuant to this Agreement.

Section 8.05. **Limitations on Indemnification Obligations**

(a) Subject to the other limitations contained in this Section 8.05, neither Buyer nor Buyer Indemnified Persons is entitled to indemnification pursuant to Section 8.02(a) (other than for an intentional breach of any agreement or covenant contained in this Agreement) unless the aggregate amount of Losses incurred by Buyer and Buyer Indemnified Persons under this Agreement exceeds one percent (1%) of the Purchase Price in the aggregate (the "Threshold Amount"), in which case Seller shall then be liable for Losses in excess of the Threshold Amount; except that the foregoing limitations contained in this Section 8.05(a) shall not apply to any claims for indemnification (i) based on fraud, intentional misrepresentation or willful misconduct, (ii) based on any inaccuracy in, misrepresentation as to or breach of any of the Seller Fundamental Representations or any of the representations and warranties set forth in Section 4.13, or (iii) pursuant to Section 8.02(d).

(b) Subject to the other limitations contained in this Section 8.05 neither Seller nor the Seller Indemnified Persons is entitled to indemnification pursuant to Section 8.03(a) (other than for an intentional breach of any agreement or covenant contained in this Agreement) unless the aggregate amount of Losses incurred by Seller and Seller Indemnified Persons under this Agreement exceeds the Threshold Amount, in which case Buyer shall then be liable for Losses in excess of the Threshold Amount; except that the foregoing limitations contained in this Section 8.05(a) shall not apply to any claims for indemnification based on fraud, intentional misrepresentation or willful misconduct or pursuant to Sections 8.03(c), (d) and (e).

(c) Except in the case of fraud, intentional misrepresentation or willful misconduct (for which all applicable legal and equitable remedies will be available to Buyer), the Buyer Indemnified Parties shall only be entitled to assert claims under Section 8.02(a) (other than claims with respect to breaches of any of the Seller Fundamental Representations, which shall not be limited by this Section 8.05(c)) up to the aggregate amount of 8% of Purchase Price (the "Liability Cap"), which shall represent the sole and exclusive remedy of Buyer and the other Buyer Indemnified Parties for any such claims under Section 8.02(a) (other than claims with respect to breaches of any of the Seller Fundamental Representations, in the case of fraud, intentional misrepresentation or willful misconduct or pursuant to Section 8.02(c) which shall not be subject to the Liability Cap, but is capped at the Purchase Price).

(d) Payments by an Indemnifying Party pursuant to Section 8.02 or Section 8.03 in respect of any Loss is limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds actually received and any indemnity, contribution or other similar payment received or reasonably expected to be received by the Indemnified Party in respect of any such claim. The Indemnified Party shall use its commercially reasonable efforts to recover under insurance policies or indemnity, contribution or other similar agreements for any Losses before seeking indemnification under this Agreement.

(e) Payments by an Indemnifying Party pursuant to Section 8.02 or Section 8.03 in respect of any Loss will be reduced by an amount equal to any Tax benefit realized or reasonably expected to be realized as a result of such Loss by the Indemnified Party.

(f) Each Indemnified Party shall take, and cause its Affiliates to take, all reasonable steps to mitigate any Loss upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto, including incurring costs only to the minimum extent necessary to remedy the breach that gives rise to such Loss.

(g) Subject to the provisions of Sections 3.02, 7.07, 15.11 and any other provisions for equitable relief and/or specific performance, the Parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this Article VIII. In furtherance of the foregoing, each Party waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other Party hereto and their Affiliates and each of their respective representatives arising under or based upon any Law, except pursuant to the indemnification provisions set forth in this Article VIII. Nothing in this Section 8.05(g) limits any Parties' right to seek and obtain any equitable relief and/or specific performance to which any Party is entitled pursuant to this Agreement.

Section 8.06. **Knowledge of Breach**

Seller will not be liable under this Article VIII for any Losses based upon or arising out of any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement if Buyer had Knowledge of such inaccuracy or breach before the Closing Date. Buyer will not be liable under this Article VIII for any Losses based upon or arising out of any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement if Seller had Knowledge of such inaccuracy or breach before the Closing Date.

ARTICLE IX.
PRE-CLOSING COVENANTS OF THE SELLER AND THE AUTHORITY

Section 9.01. **Operation of the System**

Except as otherwise expressly permitted by this Agreement, as required by applicable Law or with the prior written consent of Buyer (which consent shall not be unreasonably withheld, delayed or conditioned), from the Effective Date until the Closing, the Seller and the Authority shall (i) operate and manage the System only in the ordinary course of business in accordance with past practices and procedures, (ii) comply in all material respects with all applicable Laws and Authorizations and Permits, (iii) use commercially reasonable efforts to maintain and preserve intact the business and assets of the System and preserve the rights, franchises, goodwill and relationships of the Seller, the Authority and the System and their customers, lenders, suppliers, regulators and others having business relationships with the Seller, the Authority and the System including, but not limited to, the land development agreements and the agreements

with Clemens Food Group (Hatfield Quality Meats) in existence as of the Effective Date which such agreements shall not be extended, renewed, replaced or materially amended without notice to and the consent of Buyer, which consent shall not be unreasonably withheld or delayed, and (iv) prior to Closing, maintain the existence of the Lease except for purposes of acquiring title to the System by the Seller in order to consummate the sale of the System to Buyer.

Section 9.02. **Cooperation**

The Seller and the Authority shall reasonably cooperate with Buyer and its employees, attorneys, accountants and other agents and, generally, act in reasonably good faith to timely carry out the purposes of this Agreement and the consummation of the transactions contemplated by this Agreement, including without limitation to effect the following at or before the Closing: (i) the repayment of the Outstanding Indebtedness, and (ii) the acquisition by Seller of title to all Acquired Assets.

Section 9.03. **Supplements and Updates**

The Seller and the Authority shall promptly deliver to Buyer any supplemental information updating the information set forth in the representations and warranties in Article IV of this Agreement so that such representations and warranties as supplemented by such information will be true and correct as of the Closing Date (or such other date as provided in such representations and warranties) as if then made. At least ten (10) Business Days of having Knowledge of the same, but in no event later than (3) Business Days before the Closing Date, the Seller shall advise Buyer of any facts which would constitute a breach of a representation or warranty as of the date made or a default in a covenant contained in this Agreement. For the avoidance of doubt, no such supplemental information or facts provided pursuant to this Section 9.03 shall be deemed to alter any Schedules without the prior written consent of Buyer (such consent not to be unreasonably withheld, conditioned or delayed).

Section 9.04. **Governmental Approvals**

Promptly after the execution of this Agreement, or as required by Law, except as provided in Section 7.06 or otherwise expressly provided herein, the Seller and the Authority, as applicable, shall file all applications and reports that are required to be filed by Seller or the Authority with any Governmental Authority as provided on Schedule 4.05 to the Buyer. The Seller and the Authority shall also promptly provide all information that any Governmental Authority may require in connection with any such application or report. The Seller and the Authority shall use commercially reasonable efforts to obtain all required material consents, waivers, authorizations or approvals of any Governmental Authority, or of any other Person in connection with the transactions contemplated by this Agreement, including as required under any Assigned Contract. All authorizations of any Governmental Authority necessary to consummate the transactions contemplated by this Agreement shall be in form and content reasonably satisfactory to Buyer and the Seller before Closing and must be final and non-appealable. If a party to the PaPUC proceeding appeals PaPUC authorization of the transaction, the Buyer and the Seller may agree to proceed to consummate the transaction.

ARTICLE X.
PRE-CLOSING COVENANTS OF BUYER

Section 10.01. **Actions Before the Closing Date**

Buyer shall not take any action that will cause it to be in breach of any representation, warranty, covenant or agreement contained in this Agreement or cause it to be unable to perform in any material respect its obligations hereunder, and Buyer shall use commercially reasonable efforts (subject to any conditions set forth in this Agreement) to perform and satisfy all conditions to Closing to be performed or satisfied by Buyer under this Agreement, including action necessary to obtain all consents and approvals of third parties required to be obtained by Buyer to effect the transactions contemplated by this Agreement.

Section 10.02. **Governmental Approvals**

Promptly after the execution of this Agreement, or as required by Law, except as otherwise expressly provided herein, Buyer shall file all applications and reports which are required to be filed by Buyer with any Governmental Authority as provided on Schedule 5.04. Buyer shall also promptly provide all information that any Governmental Authority may reasonably require in connection with any such application or report. Buyer shall use commercially reasonable efforts to obtain all consents, waivers, authorizations or approvals of any Governmental Authority, or of any other Person necessary to consummate the transactions contemplated by this Agreement.

Section 10.03. **Cooperation**

Buyer shall reasonably cooperate with the Seller and the Authority and their employees, attorneys, accountants and other agents and, generally, do such other acts and things in good faith as may be reasonable to timely carry out the purposes of this Agreement and the consummation of the transactions contemplated in accordance with the provisions of this Agreement.

Section 10.04. **Supplements and Updates**

Buyer shall promptly deliver to the Seller any supplemental information updating the information set forth in the representations and warranties in Article V of this Agreement so that such representations and warranties as supplemented by such information will be true and correct as of the Closing Date (or such other date as provided in such representations and warranties) as if then made. Within ten (10) Business Days of having Knowledge of the same, and at least three (3) Business Days before the Closing Date, Buyer shall advise the Seller of any facts which would constitute a breach of a representation or warranty as of the date made or a default in a covenant contained herein.

ARTICLE XI.
CONDITIONS PRECEDENT TO OBLIGATIONS OF THE SELLER

The obligation of the Seller to consummate the transactions provided for in this Agreement is subject to the satisfaction, at or before the Closing, of the following conditions, any one or more of which may be waived in writing by the Seller in its sole discretion:

Section 11.01. **Consents and Approvals**

Receipt of all required consents, waivers, authorizations or approvals of any Governmental Authority, or of any other Person and any other approvals necessary to consummate the transactions contemplated by this Agreement set forth on Schedule 5.04, including without limitation all required EPA and PaDEP approvals and all such Authorizations and Permits and Governmental Approvals must be final (and not subject to any appeal and any applicable appeal period having expired). Seller shall obtain the consent of any Governmental Authority as required by the PaPUC.

Section 11.02. **Representations and Warranties of Buyer**

The representations and warranties made by Buyer in Article V which are (a) not qualified by materiality shall be true and correct in all material respects on and as of the Closing Date (except for representations or warranties that speak of a specific date or time other than the Closing Date which shall be true and correct in all material respects as of such specified date) and (b) qualified by materiality shall be true and correct in all respects on and as of the Closing Date (except for representations or warranties that speak of a specific date or time other than the Closing Date which shall be true and correct in all respects as of such specified date), and the Seller shall have received a certificate to the effect of the foregoing from a duly authorized officer of Buyer dated as of the Closing Date.

Section 11.03. **PaPUC Approval**

PaPUC must have issued a Final Order approving the acquisition of the System under terms and conditions that are reasonably acceptable to the Seller and Buyer. If a party to the PaPUC proceeding appeals or files a petition for reconsideration of the PaPUC authorization of the transaction, the Buyer and Seller may mutually agree to proceed to consummate the transaction.

Section 11.04. **No Injunctions**

Neither Seller nor Buyer shall be subject to any injunction, preliminary restraining order or other similar decree of a court of competent jurisdiction prohibiting the consummation of the transactions contemplated by this Agreement.

Section 11.05. **Performance of the Obligations of Buyer**

Buyer shall have performed and been in compliance in all material respects with all obligations and covenants required under this Agreement to be performed by Buyer on or before the Closing

Date, and the Seller shall have received a certificate to that effect from Buyer dated the Closing Date.

Section 11.06. **Deliveries by Buyer**

Buyer shall have made delivery to the Seller of the documents and items specified in Section 13.03.

Section 11.07. **No Material Adverse Effect**

There shall not have occurred any event or condition which gives rise to a Material Adverse Effect with respect to the Acquired Assets or the System.

ARTICLE XII.
CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER

The obligation of Buyer to consummate the transactions provided for in this Agreement is subject to the satisfaction, at or before the Closing, of the following conditions, any one or more of which may be waived in writing by Buyer in its sole discretion:

Section 12.01. **Consents and Approvals**

(a) Receipt of all required material, non-governmental third party consents and any other approvals necessary or advisable to consummate the transactions contemplated by this Agreement set forth on Schedule 4.05 and all consents, waivers, authorizations and approvals of any Governmental Authority required pursuant to Section 5.04, including without limitation all required EPA and PaDEP approvals/renewals and all such Authorizations and Permits and Governmental Approvals must be final (and not subject to any appeal and any applicable appeal period having expired); and

(b) Approval by the Municipal Board and the Authority Board for: (i) defeasance and redemption of any outstanding bonds issued by the Seller or the Authority on the System included in the Outstanding Indebtedness, and (ii) discharge of any other outstanding debt issued to the Seller or the Authority and payable to any current lender secured by the lease payments under the Lease.

(c) Delivery of evidence that Seller shall have taken all actions to acquire title to the System and the Acquired Assets required to permit Seller to convey the System and the Acquired Assets to Buyer as pursuant to this Agreement; and

(d) Delivery of evidence of: (1) the termination of the Authority or transfer of all leasehold and operating rights in the assets of the System to the Township and the assumption of the Authority's rights and obligations thereunder, and (2) the transfer of the ownership to the Township of the laterals from the collection system main to the edge-of-road or curb-line when the main is located within a public right-of-way or the edge of easement where the main is located within private property.

Section 12.02. **Representations and Warranties of Seller**

The representations and warranties made by the Seller and the Authority in Article IV of this Agreement (disregarding all "materiality" and "Material Adverse Effect" or similar qualifications contained therein) shall be true and correct on and as of the Closing Date (except for representations and warranties expressly stated to relate to a specific date, in which case each such representation and warranty shall be true and correct as of such earlier date), with only such exceptions as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and the Buyer shall have received a certificate to that effect from the Seller dated as of the Closing Date.

Section 12.03. **PaPUC Approval**

PaPUC must have issued a Final Order authorizing the Buyer to operate as a public utility n the Commonwealth of Pennsylvania and Final Order(s) approving the acquisition of the System under terms and conditions that are reasonably acceptable to the Seller and Buyer. If a party to the PaPUC proceeding appeals PaPUC authorization of the transaction, the Buyer and Seller may agree to proceed to consummate the transaction.

Section 12.04. **No Injunctions**

The Seller, the Authority and the Buyer are not subject to any injunction, preliminary restraining order or other similar decree of a court of competent jurisdiction prohibiting the consummation of the transactions contemplated by this Agreement.

Section 12.05. **No Material Adverse Effect**

There shall not have occurred any event or condition which gives rise to a Material Adverse Effect with respect to the Acquired Assets or the System.

Section 12.06. **Deliveries by Seller**

Seller shall have made delivery to Buyer of the documents and items specified in Section 13.02.

Section 12.07. **Performance of the Obligations of Seller**

Seller shall have performed and been in compliance in all material respects with all obligations and covenants required under this Agreement to be performed by Seller on or before the Closing Date, and Buyer shall have received a certificate to that effect from Seller dated the Closing Date.

Section 12.08. **Phase 1 Environmental Site Assessment**

If applicable under Section 7.15 hereof, a Phase 1 environmental site assessment shall have been properly completed in respect of the System and the Real Property.

ARTICLE XIII.
CLOSING

Section 13.01. **Closing Date**

The Closing shall take place at a place in Pennsylvania that is mutually agreed upon by the Parties, at 10:00 a.m. eastern standard time on the earliest agreed upon date or within twenty (20) Business Days after the date upon which all the conditions precedent to Closing described in this Agreement have been fulfilled or waived and Buyer and the Seller receive the last of the required consents, waivers, authorizations and approvals from the Governmental Authorities, in each case, for the transactions contemplated by this Agreement, or at such other place and time, by such other method, or on such other date, as may be mutually agreed to by the Parties (the "Closing Date"). The Closing will be effective at 12:01 a.m., Township of Towamencin, PA time, on the Closing Date (the "Closing Effective Time").

Section 13.02. **Deliveries by the Seller**

At the Closing, Seller, shall have delivered or cause to be delivered to Buyer executed copies of the following agreements, documents and other items:

(a) A Bill of Sale transferring all of the Acquired Assets comprising personal property, in the form attached hereto as Exhibit A;

(b) Possession of the Acquired Assets, including without limitation, the Real Property, the Easements and an interest in the Missing Easements, including a license from Seller to Buyer;

(c) A duly executed counterpart to an Assignment and Assumption Agreement with respect to the Assumed Liabilities (the "Assignment and Assumption Agreement"), in the form attached hereto as Exhibit B;

(d) The consents to transfer all of the Assigned Contracts and Authorizations and Permits (including environmental Authorizations and Permits), to the extent required hereunder;

(e) One or more special warranty or other deeds in recordable form reasonably acceptable to Buyer transferring fee simple title of Real Property, and one or more assignments in recordable form reasonably acceptable to Buyer with respect to the Easements (exclusive of any Missing Easements);

(f) Copies or originals of all Files and Records, materials, documents and records in possession of the Seller relating to the Real Property or the Assigned Contracts;

(g) Certificate of Seller pursuant to Section 12.02 of this Agreement;

(h) Certificate of Seller pursuant to Section 12.07 of this Agreement;

(i) Any documents duly executed by Seller required by the Title Company to issue final owner's title policies in accordance with the procedures set forth in Article VI;

(j) A duly executed counterpart to the Escrow Agreement;

(k) Pursuant to Section 12.01(d), documents and certificates, as applicable, evidencing that the System is reclaimed from the Authority and the Authority conveyed the System to Seller, in accordance with the Pennsylvania Municipal Authorities Act;

(k) All such other instruments of conveyance or other documents as shall, in the reasonable opinion of Buyer and its counsel, be necessary to transfer to Buyer the Acquired Assets in accordance with this Agreement or to carry out the terms of this Agreement, duly executed and acknowledged by Seller, if necessary, and in a recordable form;

(l) A form W-9 properly completed by the Seller;

(m) Simultaneously with Closing, evidence of UCC-3 termination statements filed with the Secretary of State of the Commonwealth of Pennsylvania releasing all liens held in the Acquired Assets by or on behalf of the Lender;

(n) An executed release, in form and substance acceptable to the Buyer, from the Lender confirming the discharge of the Outstanding Indebtedness and release of any and all security interests in any of the Acquired Assets which are not Permitted Liens, subject only to the receipt by the Lender of the Payoff Amount at Closing; and

(o) Copies of the duly adopted ordinance(s) and resolution(s) of the Seller and the Authority authorizing the transactions contemplated by this Agreement.

Section 13.03. **Deliveries by Buyer**

At the Closing, Buyer shall have delivered or caused to be delivered to the Seller the following agreements, documents and other items:

(a) Payment in full of the Purchase Price;

(b) A duly executed counterpart to the Assignment and Assumption Agreement;

(c) Certificate of Buyer pursuant to Section 11.02 of this Agreement;

(d) Certificate of Buyer pursuant to Section 11.05 of this Agreement;

(e) Evidence of PaPUC approval as provided in Section 12.03;

(f) A duly executed counterpart to the Escrow Agreement; and

(g) All such other instruments of assumption as shall, in the reasonable opinion of Seller and its counsel, be necessary for Buyer to assume the Assumed Liabilities in accordance with this Agreement.

ARTICLE XIV.
TERMINATION

Section 14.01. **Events of Termination**

This Agreement may, by notice given in the manner provided in this Agreement, be terminated and abandoned at any time before completion of the Closing:

(a) By the consent of both of the Seller and the Buyer;

(b) By any of the Seller or the Buyer if:

(i) the Closing shall not have occurred on or before the Outside Date; except that the Buyer shall have the one-time right to extend the Outside Date for up to ninety (90) days if, in the Buyer's sole discretion, any such amount of time up to ninety (90) days is necessary to obtain a required Governmental Approval; or

(ii) any Governmental Authority shall have issued an order, decree or ruling or taken any other action, in each case permanently restraining, enjoining or otherwise prohibiting the material transactions contemplated by this Agreement and such order, decree, ruling or other action will have become final and non-appealable, provided however, that the Party seeking termination pursuant to this clause (b) of this Section 14.01 is not in breach in any material respect of any of its representations, warranties, covenants or agreements contained in this Agreement;

(c) By the Seller (if Seller is not then in material breach of any provision of this Agreement) in the event of a material breach of any covenant or agreement to be performed or complied with by the Buyer pursuant to the terms of this Agreement or of any representation or warranty of the Buyer contained in this Agreement, which breach (i) has continued without cure for a period of sixty (60) days following written notice thereof by the Seller to the Buyer or if such breach cannot be cured and (ii) would result in a condition to Closing set forth in Article XI of this Agreement not being satisfied (which condition has not been waived by the Seller in writing); or

(d) By the Buyer (if Buyer is not then in material breach of any provision of this Agreement) in the event of a material breach of any covenant or agreement to be performed or complied with by the Seller or the Authority pursuant to the terms of this Agreement or of any representation or warranty of the Seller or the Authority contained in this Agreement, which breach (i) has continued without cure for a period of sixty (60) days following written notice thereof by the Buyer to the Seller or the Authority or if such breach cannot be cured and (ii) would result in a condition to Closing set forth in Article XII of this Agreement not being satisfied (which condition has not been waived by the Buyer in writing).

This Agreement may not be terminated after completion of the Closing.

Section 14.02. **Effect of Termination**

If this Agreement is terminated by the Seller or the Buyer pursuant to Section 14.01, written notice thereof will forthwith be given to the other and all further obligations of the Parties under this Agreement will terminate without further action by any Party and without liability or other obligation of any Party to any other Party hereunder; except that no Party will be released from liability hereunder if this Agreement is terminated and the transactions abandoned because of any willful breach of this Agreement. For the avoidance of doubt, the Parties agree that in the event that this Agreement is terminated for any reason, the Additional Deposit shall be refunded to the Buyer as specified in Section 3.01(b)(iii) of this Agreement.

ARTICLE XV.
MISCELLANEOUS

Section 15.01. **Confidentiality**

Except as and to the extent required by applicable Law (including but not limited to the Pennsylvania Right-To-Know Act at 65 Pa § 67.101) or pursuant to an order of a court of competent jurisdiction and as required hereunder to obtain any and all required Governmental Approvals, no Party hereto shall, directly or indirectly, disclose or use (and no Party shall permit its representatives to disclose or use) any Confidential Information with respect to any other Party furnished, or to be furnished, by such other Party hereto or its shareholders, directors, officers, agents, or representatives to the other Party hereto or its employees, directors, officers, agents or representatives in connection herewith at any time or in any manner other than in connection with the completion of the transactions contemplated by this Agreement and related transactions.

Section 15.02. **Public Announcements** Subject to applicable Law or listing rules of an exchange on which Buyer's parent corporation's stock is listed, and except as otherwise set forth in this Agreement, the initial public announcement relating to the transactions contemplated herein will be mutually agreed upon and jointly made by the Parties. Subsequent public announcements by one Party are subject to review and approval by the other Parties before issuance, such approval not to be unreasonably withheld, conditioned or delayed.

Section 15.03. **Notices**

The Parties shall make all notices, other communications and approvals required or permitted by this Agreement in writing, stating specifically that they are being given pursuant to this Agreement and shall be addressed as follows:

in the case of the Seller and the Authority:

Attention:

Township of Towamencin
1090 Troxel Road
Lansdale, PA 19446
Attention: Township Manager
Fax: 215-368-7650

with a copy to:

Township of Towamencin
1090 Troxel Road
Lansdale, PA 19446
Attention: Solicitor
Fax: 215-368-7650

in the case of the Buyer:

NextEra Water Pennsylvania, LLC
700 Universe Boulevard
Juno Beach, Florida 33408
Attention: Eric Mooney
E-mail: eric.mooney@nexteraenergy.com

with a copy to:

NextEra Water Pennsylvania, LLC
700 Universe Boulevard
Juno Beach, Florida 33408
Attention: Vice President & General Counsel
E-mail: Neer-General-Counsel@nexteraenergy.com

or such other persons or addresses as a Party may from time to time designate by notice to the other Party. A notice, other communication or approval is deemed to have been sent and received (i) on the day it is delivered, or if such day is not a Business Day or if the notice is received after ordinary office hours (time of place of receipt), the notice, other communication or approval is deemed to have been sent and received on the next Business Day, or (ii) on the fourth Business Day after mailing if sent by United States registered or certified mail.

Section 15.04. **Headings**

The article, section and paragraph headings in this Agreement are for reference purposes only and have no affect the meaning or interpretation of this Agreement.

Section 15.05. **Severability**

If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement remain in full force and effect and in no way be affected, impaired or invalidated.

Section 15.06. **Entire Agreement**

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the Parties. There are no representations, warranties, conditions or other agreements, whether direct or collateral, or express or implied, that form part of or affect this Agreement, or that induced any Party to enter into this Agreement or on which reliance is placed by any Party, except as specifically set forth in this Agreement. The Parties acknowledge and agree that (i) each has substantial business experience and is fully acquainted with the provisions of this Agreement, (ii) the provisions and language of this Agreement have been fully negotiated and (iii) no provision of this Agreement shall be construed in favor of any Party or against any Party because of such provision of this Agreement having been drafted on behalf of one Party rather than the other Party.

Section 15.07. **Amendments; Waivers**

This Agreement may be amended, changed or supplemented only by a written agreement signed by the Parties. Any waiver of, or consent to depart from, the requirements of any provision of this Agreement will be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement will operate as a waiver of such right. No single or partial exercise of any such right precludes any other or further exercise of such right or the exercise of any other right.

Section 15.08. **Parties in Interest; Third Party Beneficiary**

Except as provided in this Agreement, this Agreement is not intended to and shall not be construed to create upon any Person other than the Parties any rights or remedies hereunder.

Section 15.09. **Successors and Assigns**

None of the Parties to this Agreement may assign any right or delegate any performance under this Agreement without the prior written consent of the other Parties, and any purported assignment or purported delegation without prior written consent is void. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective permitted successors and assigns.

Section 15.10. **Governing Law; Jurisdiction**

The laws of the Commonwealth of Pennsylvania (without giving effect to its conflicts of law principles) govern all matters arising and relating to this Agreement, including torts. The Parties irrevocably agree and consent to the jurisdiction of the United States District Court for the Eastern District of Pennsylvania and the Court of Common Pleas of Montgomery County, Pennsylvania, for the adjudication of any matters arising under or in connection with this Agreement. Any action initiated in court shall be filed and litigated (including all discovery proceedings) exclusively in the United States District Court for the Eastern District of Pennsylvania and the Court of Common Pleas of Montgomery County, Pennsylvania, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's

address set forth in this Agreement shall be effective service of process for any suit, action or other proceeding brought in any such court. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 15.11. **Specific Performance**

The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties is entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 15.12. **Interpretation.**

For purposes of this Agreement: (a) the words "include," "includes", and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein", "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. The definition given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined.

Section 15.13. **Counterparts; Electronic Mail; Facsimile Execution**

This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same agreement. This Agreement will be effective when it has been executed by each Party and delivered to each Party. To evidence the fact that it has executed this Agreement, a Party may send a copy of its executed counterpart to the other Parties by electronic mail or facsimile transmission. Such Party is deemed to have executed and delivered this Agreement on the date it sent such electronic mail or facsimile transmission. In such event, such Party shall forthwith deliver to the other Party an original counterpart of this Agreement executed by such Party.

Section 15.14. **Future Sale**

If at any time before the third (3rd) anniversary of the Closing Date the Buyer determines to sell the System, Buyer shall promptly notify the Seller and provide Seller with a reasonable opportunity to discuss a potential repurchase of the System by the Seller.

[THIS SPACE INTENTIONALLY LEFT BLANK;

SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their duly authorized Representatives, this Agreement as of the Effective Date.

TOWNSHIP OF TOWAMENCIN,
MONTGOMERY COUNTY

By: _____
Name: H. Charles Wilson III
Its: Chairman

ATTEST:

By: _____
Name: Laura C. Smith
Its: Secretary

NEXTERA WATER PENNSYLVANIA, LLC

By: _____
Name:
Its:

ATTEST:

By: _____
Name:
Its:

TOWAMENCIN MUNICIPAL AUTHORITY

By: _____
Name:
Its:

ATTEST:

By: _____
Name:
Its:

IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their duly authorized Representatives, this Agreement as of the Effective Date.

TOWNSHIP OF TOWAMENCIN,
MONTGOMERY COUNTY

By: _____
Name:
Its:

ATTEST:

By: _____
Name:
Its:

NEXTERA WATER PENNSYLVANIA, LLC

By: _____
Name: Bruce Hauk
Its: President

ATTEST:

By: _____
Name: Eric C. Mooney
Its: Assistant Vice President

TOWAMENCIN MUNICIPAL AUTHORITY

By: _____
Name:
Its:

ATTEST:

By: _____
Name:
Its:

IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their duly authorized Representatives, this Agreement as of the Effective Date.

TOWNSHIP OF TOWAMENCIN,
MONTGOMERY COUNTY

By: _____
Name:
Its:

ATTEST:

By: _____
Name:
Its:

NEXTERA WATER PENNSYLVANIA, LLC

By: _____
Name:
Its:

ATTEST:

By: _____
Name:
Its:

TOWAMENCIN MUNICIPAL AUTHORITY

By: _____
Name: JEFFREY A. SCHOPPE
Its: CHAIRMEN

ATTEST:

By: _____
Name: ELIZABETH SMITH
Its: Secretary

EXHIBIT A

BILL OF SALE

[see attached]

BILL OF SALE

This BILL OF SALE (this "**Bill of Sale**") is dated as of _____ __, 202_ by and between **TOWAMENCIN TOWNSHIP, MONTGOMERY COUNTY**, a body corporate and politic, duly organized under the laws of the Commonwealth of Pennsylvania ("**Seller**") and NextEra Water Pennsylvania, LLC (formerly known as NextEra Towamencin Wastewater, LLC), a limited liability company organized and existing under the laws of Delaware ("**Buyer**").

RECITALS:

WHEREAS, pursuant to that certain Asset Purchase Agreement by and among Seller, the Towamencin Municipal Authority, a body corporate and politic created under the Pennsylvania Municipal Authorities Act (the "**Authority**") and Buyer dated _____, 2022 (the "**APA**"), Seller has agreed to sell and Buyer has agreed to purchase, certain assets of Seller as more particularly described in Section 2.01 of the APA (the "**Acquired Assets**") owned and used in connection with that certain sanitary wastewater collection and treatment system (the "**System**") that provides sanitary wastewater service to various customers in Towamencin Township and portions of Lower Salford, and Worcester, Montgomery County, Pennsylvania (the "**Service Area**"); and

WHEREAS, the use, maintenance and right of access to the Acquired Assets constituting interests in real property are being transferred on the date hereof by Seller to Buyer by deeds, assignments and/or a license; and

WHEREAS, Seller intends to convey the Acquired Assets not constituting interests in real property as more particularly described in **Exhibit "A"** attached hereto as of the date hereof.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Buyer agree as follows:

1. **Recitals; Capitalized Terms**. The Recitals of this Bill of Sale are incorporated herein as if set forth in full. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the APA.

2. **Transfer of Acquired Assets**. Seller hereby sells, assigns, conveys, transfers, grants and deliver to Buyer all of Seller's right, title and interest in and to the Acquired Assets, free and clear of all Liens except for Permitted Liens, and Buyer hereby purchases and accepts from Seller, as of the date hereof, all right, title and interest of Seller in and to the Acquired Assets, free and clear of all Liens except for Permitted Liens.

3. **Further Assurances**. Promptly upon request of the other party, Buyer and Seller shall each execute and deliver to the other party such further assurances and take such further actions as may be reasonably required or appropriate to perfect the transfer of the Acquired Assets and otherwise carry out the intent and purpose of this Bill of Sale.

4. **Relationship to APA**. This Bill of Sale is being delivered pursuant to the APA and will be construed consistently therewith. This Bill of Sale is not intended to, and does not, in

any manner enhance, diminish, or otherwise modify the rights and obligations of the parties under the APA. To the extent that any provision of this Bill of Sale conflicts or is inconsistent with the terms of the APA, the terms of the APA will govern.

5. **As Is. THIS BILL OF SALE IS MADE ON AN "AS-IS, WHERE-IS, WITH ALL FAULTS" BASIS, WITHOUT RECOURSE AND WITHOUT ANY REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED) WHATSOEVER EXCEPT AS MAY EXPRESSLY BE SET FORTH IN THE APA.**

6. **Binding Effect**. All of the terms and provisions of this Bill of Sale shall be binding upon, inure to the benefit of and be enforceable by the legal representatives, successors and assigns of Seller and Buyer.

7. **Law to Govern**. This Bill of Sale shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any conflicts of law's provisions.

8. **Headings, Gender, etc**. All section headings contained in this Bill of Sale are for convenience of reference only, do not form a part of this Bill of Sale and shall not affect in any way the meaning or interpretation of this Bill of Sale. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

9. **Exhibits**. All Exhibits referred to herein are intended to be and hereby are specifically made a part of this Bill of Sale.

10. **Counterparts**. This Bill of Sale may be executed by facsimile, electronically or by exchange of documents in PDF format, and in several counterparts, each of which shall be deemed an original instrument and all of which together shall constitute a single agreement. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

(*Signatures appear on following page*)

IN WITNESS WHEREOF, the parties have executed this Bill of Sale under seal as of the date first above written.

SELLER:

ATTEST:

TOWAMENCIN TOWNSHIP

By: _____
Name:
Its:

By: _____
Name:
Its:

BUYER:

ATTEST:

NEXTERA WATER PENNSYLVANIA, LLC

By: _____
Name:
Its:

By: _____
Name:
Its:

[Signature Page to the Bill of Sale]

EXHIBIT "A"

ACQUIRED ASSETS

EXHIBIT B

ASSIGNMENT AND ASSUMPTION AGREEMENT

[see attached]

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into to be effective as of the ____ day of _____, 20__, by and between **TOWAMENCIN TOWNSHIP**, a body corporate and politic, duly organized under the laws of the Commonwealth of Pennsylvania ("Assignor"), and **NEXTERA WATER PENNSYLVANIA, LLC** (formerly known as NextEra Towamencin Wastewater, LLC), a limited liability company organized and existing under the laws of Delaware ("Assignee").

BACKGROUND

This Agreement is made pursuant to the Asset Purchase Agreement (the "Asset Purchase Agreement") dated _____ by and between Assignor, the Towamencin Municipal Authority (the "Authority") and Assignee, in which Assignor is selling, transferring, conveying, assigning and delivering to Assignee the Acquired Assets, as defined in the Asset Purchase Agreement. Capitalized terms used and not defined herein shall have the meanings given to them in the Asset Purchase Agreement.

Pursuant to the Asset Purchase Agreement, as part of the consideration for the Acquired Assets, Assignee is required to assume and agree to perform, pay or discharge, when due, certain Assumed Liabilities, as defined in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby covenant and agree as follows:

1. Assignor hereby assigns, and Assignee hereby assumes and agrees to pay, perform and discharge, in accordance with their terms, the Assumed Liabilities.

2. Notwithstanding the foregoing or any other provision of this Agreement, Assignee will not assume or be bound by and shall be deemed not to have assumed, agreed to pay, perform, fulfill or discharge any of the Excluded Liabilities.

3. Assignor hereby assigns, transfers, sets over and grants to Assignee all of its rights and obligations under the Assigned Contracts subject to any required consents of other parties to the Assigned Contracts. Assignee hereby accepts such assignment and transfer and hereby assumes and agrees to perform all obligations and duties of and to make all payments and perform all required actions under the Assigned Contracts. Assignor is hereby released and discharged from all obligations and duties arising from this day forward under, or in respect of, the Assigned Contracts.

4. The assumption by Assignee of the Assumed Liabilities shall not be construed to defeat, impair or limit in any way the rights, claims or remedies of Assignee under the Asset Purchase Agreement.

5. Nothing contained herein shall change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Asset

Purchase Agreement in any manner whatsoever. This Agreement does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Asset Purchase Agreement. In the event of any conflict or other difference between the Asset Purchase Agreement and this Agreement, the provisions of the Asset Purchase Agreement shall control.

6. Nothing contained herein shall confer any rights on any third party or in any way enhance or expand the rights of any third party with respect to any of the Assumed Liabilities, and Assignee reserves any and all defenses, rights of offset, claims and counterclaims that either the Assignor or Assignee may have with respect to any of the Assumed Liabilities.

7. The law of the Commonwealth of Pennsylvania shall govern all questions concerning the construction, validity, interpretation and enforceability of this Agreement, without giving effect to any choice of law or conflict of law rules or provisions (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

8. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns; provided, however, that no party may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party hereto.

9. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

10. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned have executed this Assignment and Assumption Agreement as of the day and year first above written.

ASSIGNOR:

TOWAMENCIN TOWNSHIP

By:_____
Name:
Title:

ASSIGNEE:

NEXTERA WATER PENNSYLVANIA, LLC

By:_____
Name:
Title:

EXHIBIT C

[RESERVED]

EXHIBIT D

ADDITIONAL ESCROW AGREEMENT

[see attached]

Execution Version

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated effective as of June 14, 2022 ("Agreement"), is by and among NextEra Water Pennsylvania, LLC (fka NextEra Towamencin Wastewater, LLC, a Delaware limited liability company ("Purchaser"), Township of Towamencin, Montgomery County, a body corporate and politic organized under the Pennsylvania Law ("Seller"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as escrow agent hereunder ("Escrow Agent").

BACKGROUND

A. Purchaser, Seller and Towamencin Municipal Authority have entered into an Asset Purchase Agreement (the "Purchase Agreement"), dated as of June 13, 2022, pursuant to which Purchaser is purchasing the Acquired Assets described therein. The Purchase Agreement provides that a portion of the Purchase Price shall be deposited by Purchaser into escrow to be held and distributed by the Escrow Agent to Seller at Closing in accordance with the terms of this Agreement.

B. Escrow Agent has agreed to accept, hold, and disburse the funds deposited with it and any earnings thereon in accordance with the terms of this Agreement.

C. Purchaser and Seller have appointed the Representatives (as defined below) to represent them for all purposes in connection with the funds to be deposited with Escrow Agent and this Agreement.

D. Purchaser and Seller acknowledge that (i) Escrow Agent is not a party to and has no duties or obligations under the Purchase Agreement, (ii) all references in this Agreement to the Purchase Agreement are solely for the convenience of Purchaser and Seller and (iii) Escrow Agent shall have no implied duties beyond the express duties set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Definitions. The following terms shall have the following meanings when used herein:

"Business Day" means any day, other than a Saturday, Sunday or legal holiday, on which Escrow Agent at its location identified in Section 15 is open to the public for general banking purposes.

"Escrow Funds" means the funds deposited with Escrow Agent pursuant to Section 3 of this Agreement, together with any interest and other income thereon.

"Escrow Period" means the period commencing on the date hereof and ending at the close of Escrow Agent's Business Day when Escrow Agent is notified in writing by Seller or Purchaser that the Purchase Agreement has been terminated.

"Joint Written Direction" means a written direction executed by a Purchaser Representative and a Seller Representative, delivered to Escrow Agent in accordance with Section 15 and directing Escrow Agent to disburse all or a portion of the Escrow Funds or to take or refrain from taking any other action pursuant to this Agreement.

"Purchaser Representative" means the person(s) so designated on Schedule C hereto or any other person designated in a writing signed by Purchaser and delivered to Escrow Agent and a Seller Representative in accordance with the notice provisions of this Agreement, to act as its representative under this Agreement.

"Representatives" means a Purchaser Representative and a Seller Representative.

"Seller Representative" means the person(s) so designated on Schedule C hereto or any other person designated in a writing signed by Seller and delivered to Escrow Agent and a Purchaser Representative in accordance with the notice provisions of this Agreement, to act as its representative under this Agreement.

All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2. Appointment of and Acceptance by Escrow Agent. Purchaser and Seller hereby appoint Escrow Agent to serve as escrow agent hereunder. Escrow Agent hereby accepts such appointment and, upon receipt by wire transfer of the Escrow Funds in accordance with Section 3, shall hold, invest and disburse the Escrow Funds in accordance with this Agreement.

3. Deposit of Escrow Funds. Within three (3) Business Days after the execution and delivery of this Agreement, Purchaser will transfer the Escrow Funds in the amount of TEN MILLION U.S. DOLLARS ($10,000,000), by wire transfer of immediately available funds, to an account designated by Escrow Agent (the "Escrow Account"). Escrow Funds will remain uninvested except as provided in Section 7.

4. Disbursements of Escrow Funds.

(a) Escrow Agent shall disburse Escrow Funds at any time and from time to time, upon receipt of, and in accordance with, a Joint Written Direction substantially in the form of Attachment 1 hereto and received by Escrow Agent as set forth in Section 15. Such Joint Written Direction must contain complete payment instructions, including funds transfer instructions or an address to which a check should be sent.

(b) Upon the expiration of the Escrow Period, Escrow Agent shall distribute to Purchaser pursuant to the funds transfer instruction set forth in this Section 4(b), as promptly as practicable, the Escrow Funds. Purchaser and Seller each acknowledges that the Escrow Agent is authorized to use the following funds transfer instructions to disburse any funds due to Purchaser in the event the Escrow Period has expired:

Bank Name: Bank of America
Bank Address: 100 West 33rd Street, New York NY 10001
ABA No. (for wires): 029009593
Account name: NextEra Energy Capital Holdings, Inc.
Account no: 3750658123

(c) Prior to any disbursement, Escrow Agent must receive reasonable identifying information regarding the recipient so that Escrow Agent is able to comply with its regulatory obligations and reasonable business practices, including without limitation a completed United States Internal Revenue Service ("IRS") Form W-9 or Form W-8, as applicable. All disbursements of Escrow Funds will be subject to the fees and claims of Escrow Agent and the Indemnified Parties pursuant to Section 11 and Section 12.

(d) Purchaser and Seller may each deliver written notice to Escrow Agent in accordance with Section 15 changing their respective funds transfer instructions, which notice will be effective only upon receipt by Escrow Agent and after Escrow Agent has had reasonable time to act upon such notice.

5. Suspension of Performance; Disbursement into Court. If, at any time, (a) a dispute exists with respect to any obligation of Escrow Agent under this Agreement, (b) Escrow Agent is unable to determine, to Escrow Agent's sole satisfaction, Escrow Agent's proper actions with respect to its obligations hereunder, or (c) the Representatives have not, within 10 days of receipt of a notice of resignation, appointed a successor escrow agent to act under this Agreement, then Escrow Agent may, in its sole discretion, take either or both of the following actions:

(i) suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Agreement until such dispute or uncertainty is resolved to the sole satisfaction of Escrow Agent or until a successor escrow agent is appointed.

(ii) petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction, in any venue convenient to Escrow Agent, for instructions with respect to such dispute or uncertainty and, to the extent required or permitted by law, pay into such court, for holding and disposition by such court, all Escrow Funds, after deduction and payment to Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder.

Escrow Agent will have no liability to Purchaser or Seller for any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise due to any delay in any other action required or requested of Escrow Agent.

6. RESERVED.

7. Investment of Funds. Based upon Purchaser's and Seller's prior review of investment alternatives, in the absence of further specific written direction to the contrary at any time that an investment decision must be made, Escrow Agent is directed to invest and reinvest the Escrow Funds in the investment identified in Schedule A. If applicable, Purchaser and Seller acknowledge receipt from Escrow Agent of a current copy of the prospectus for the investment identified in Schedule A. Purchaser and Seller may deliver to Escrow Agent a Joint Written Direction changing the investment of the Escrow Funds, upon which direction Escrow Agent may conclusively rely without inquiry or investigation; provided, however, that Purchaser and Seller warrant that no investment or reinvestment direction will be given except in the following:

(a) direct obligations of the United States of America or obligations the principal of and the interest on which are unconditionally guaranteed by the United States of America; (b) U.S. dollar denominated deposit accounts and certificates of deposit issued by any bank, bank and trust company, or national banking association (including Escrow Agent and its affiliates), which are either (i) insured by the Federal Deposit Insurance Corporation ("FDIC") up to FDIC limits, or (ii) with domestic commercial banks which have a rating on their short-term certificates of deposit on the date of purchase of at least "A-1" by S&P or "P-1" by Moody's (ratings on holding companies are not considered as the rating of the bank); or (c) money market funds, including funds managed by Escrow Agent or any of its affiliates; provided further, however, that Escrow Agent will not be directed to invest in investments that Escrow Agent determines are not consistent with Escrow Agent's policies or practices. Purchaser and Seller recognize and agree that Escrow Agent will not provide supervision, recommendations or advice relating to either the investment of Escrow Funds or the purchase or disposition of any investment and the Escrow Agent will not have any liability for any loss in an investment made pursuant to the terms of this Agreement. Escrow Agent has no responsibility whatsoever to determine the market or other value of any investment and makes no representation or warranty as to the accuracy of any such valuations. To the extent applicable regulations grant rights to receive brokerage confirmations for certain security transactions, Purchaser and Seller waive receipt of such confirmations.

All investments will be made in the name of Escrow Agent. Escrow Agent may, without notice to Purchaser and Seller sell or liquidate any of the foregoing investments at any time for any disbursement of Escrow Funds permitted or required hereunder and will not be liable for any loss, cost or penalty resulting from any sale or liquidation of any such investment. All investment earnings will become part of the Escrow Funds and investment losses will be charged against the Escrow Funds. With respect to any Escrow Funds or investment instruction received by Escrow Agent after 11:00 a.m., U.S. Central Time, Escrow Agent will not be required to invest applicable funds until the next Business Day. Receipt of the Escrow Funds and investment and reinvestment of the Escrow Funds will be confirmed by Escrow Agent by an account statement. Failure to inform Escrow Agent in writing of any error or omission in any such account statement within 90 days after receipt will conclusively be deemed confirmation and approval by Purchaser and Seller of such account statement.

8. Tax Reporting. (a) Escrow Agent has no responsibility for the tax consequences of this Agreement and Purchaser and Seller shall consult with independent counsel concerning any and all tax matters. Purchaser and Seller jointly and severally agree to (i) assume all obligations imposed now or hereafter by any applicable tax law or regulation with respect to payments or performance under this Agreement and (ii) request and direct the Escrow Agent in writing with respect to withholding and other taxes, assessments or other governmental charges, and advise the Escrow Agent in writing with respect to any certifications and governmental reporting that may be required under any applicable laws or regulations. Except as otherwise agreed by Escrow Agent in writing, Escrow Agent has no tax reporting or withholding obligation except to the Internal Revenue Service with respect to Form 1099-B reporting on payments of gross proceeds under Internal Revenue Code Section 6045 and Form 1099 and Form 1042-S reporting with respect to investment income earned on the Escrow Funds, if any. Escrow Agent shall have no responsibility for Form 1099-MISC reporting with respect to disbursements that Escrow Agent makes in an administrative or ministerial function to vendors or other service providers and shall have no tax reporting or withholding duties with respect to the Foreign Investment in Real Property Tax Act (FIRPTA).

(b) To the extent that U.S. federal imputed interest regulations apply, Purchaser and Seller shall so inform the Escrow Agent, provide the Escrow Agent with all imputed interest calculations and direct the Escrow Agent to disburse imputed interest amounts as Purchaser and Seller deem appropriate. The Escrow Agent will rely solely on such provided calculations and information and will have no responsibility for the accuracy or completeness of any such calculations or information. Purchaser and Seller shall provide Escrow Agent a properly completed IRS Form W-9 or Form W-8, as applicable, for each payee. If requested tax documentation is not so provided, Escrow Agent is authorized to withhold taxes as required by the United States Internal Revenue Code and related regulations.

(c) Except as otherwise directed by Purchaser and Seller in writing, Escrow Agent will report, on an accrual basis, all interest or income on the Escrow Funds as being owned by Seller for federal income tax purposes. If any accrued interest income attributed to Seller is subsequently disbursed by Escrow Agent to Purchaser, Purchaser and Seller shall jointly direct Escrow Agent in writing with respect to the appropriate tax treatment and reporting of such disbursements.

9. Resignation or Removal of Escrow Agent. Escrow Agent may resign and be discharged from the performance of its duties hereunder at any time by giving ten (10) Business Days' prior written notice to Purchaser and Seller specifying a date when such resignation will take effect and, after the date of such resignation notice, notwithstanding any other provision of this Agreement, Escrow Agent's sole obligation will be to hold the Escrow Funds pending appointment of a successor Escrow Agent. Similarly, Escrow Agent may be removed at any time by Purchaser and Seller giving at least thirty (30) days' prior written notice to Escrow Agent specifying the date when such removal will take effect. If Purchaser and Seller fail to jointly appoint a successor Escrow Agent prior to the effective date of such resignation or removal, Escrow Agent may petition a court of competent jurisdiction to appoint a successor escrow agent, and all costs and expenses related to such petition shall be paid jointly and severally by Purchaser and Seller. The retiring Escrow Agent shall transmit all records pertaining to the Escrow Funds and shall pay all Escrow Funds to the successor Escrow Agent, after making copies of such records as the retiring Escrow Agent deems advisable and after deduction and payment to the retiring Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by the retiring Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder. After any retiring Escrow Agent's resignation or removal, the provisions of this Agreement will inure to its benefit as to any actions taken or omitted to be taken by it while it was Escrow Agent under this Agreement.

10. Duties and Liability of Escrow Agent.

(a) Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties will be implied. Escrow Agent has no fiduciary or discretionary duties of any kind. Escrow Agent's permissive rights will not be construed as duties. Escrow Agent has no liability under and no duty to inquire as to the provisions of any document other than this Agreement, including without limitation any other agreement between any or all of the parties hereto or any other persons even though reference thereto may be made herein and whether or not a copy of such document has been provided to Escrow Agent. Escrow Agent's sole responsibility is to hold the Escrow Funds in accordance with Escrow Agent's customary practices and disbursement thereof in accordance with the terms of this Agreement. Escrow Agent shall not be responsible for or have any duty to make any calculations under this

Agreement, or to determine when any calculation required under the provisions of this Agreement should be made, how it should be made or what it should be, or to confirm or verify any such calculation. Escrow Agent will not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. This Agreement will terminate upon the distribution of all the Escrow Funds pursuant to any applicable provision of this Agreement, and Escrow Agent will thereafter have no further obligation or liability whatsoever with respect to this Agreement or the Escrow Funds.

(b) Escrow Agent will not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines, which determination is not subject to appeal, that Escrow Agent's gross negligence or willful misconduct in connection with its material breach of this Agreement was the sole cause of any loss to Purchaser or Seller. Escrow Agent may retain and act hereunder through agents, and will not be responsible for or have any liability with respect to the acts of any such agent retained by Escrow Agent in good faith.

(c) Escrow Agent may conclusively rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which Escrow Agent believes to be genuine and to have been signed or presented by the person purporting to sign it and shall have no responsibility or duty to make inquiry as to or to determine the truth, accuracy or validity thereof (or any signature appearing thereon). In no event will Escrow Agent be liable for (i) acting in accordance with or conclusively relying upon any instruction, notice, demand, certificate or document believed by Escrow Agent to have been created by or on behalf of Purchaser or Seller, (ii) incidental, indirect, special, consequential or punitive damages or penalties of any kind (including, but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such damages or penalty and regardless of the form of action or (iii) any amount greater than the value of the Escrow Funds as valued upon deposit with Escrow Agent.

(d) Escrow Agent will not be responsible for delays or failures in performance resulting from acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, attacks or intrusions, power failures, earthquakes or any other circumstance beyond its control. Escrow Agent will not be obligated to take any legal action in connection with the Escrow Funds, this Agreement or the Purchase Agreement or to appear in, prosecute or defend any such legal action or to take any other action that in Escrow Agent's sole judgment may expose it to potential expense or liability. Purchaser and Seller are aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. Escrow Agent will have no liability to Purchaser or Seller, their respective heirs, legal representatives, successors and assigns, or any other party, should any or all of the Escrow Funds escheat by operation of law.

(e) Escrow Agent may consult, at Purchaser's and Seller's cost, legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, or relating to any dispute involving this Agreement, and will incur no liability and must be fully indemnified from any liability whatsoever in acting in accordance with the advice of such counsel. Purchaser and Seller agree to perform or procure the performance of all further acts and things, and execute and deliver such further documents, as may be required by law or as Escrow Agent may reasonably

request in connection with its duties hereunder. When any action is provided for herein to be done on or by a specified date that falls on a day other than a Business Day, such action may be performed on the following Business Day.

(f) If any portion of the Escrow Funds is at any time attached, garnished or levied upon, or otherwise subject to any writ, order, decree or process of any court, or in case disbursement of Escrow Funds is stayed or enjoined by any court order, Escrow Agent is authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders, decrees or process so entered or issued, including but not limited to those which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction; and if Escrow Agent relies upon or complies with any such writ, order, decree or process, it will not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even if such order is reversed, modified, annulled, set aside or vacated.

(g) Escrow Agent and any stockholder, director, officer or employee of Escrow Agent may buy, sell and deal in any of the securities of any other party hereto and contract and lend money to any other party hereto and otherwise act as fully and freely as though it were not Escrow Agent under this Agreement. Nothing herein will preclude Escrow Agent from acting in any other capacity for any other party hereto or for any other person or entity.

(h) In the event instructions, including funds transfer instructions, address change or change in contact information are given to Escrow Agent (other than in writing at the time of execution of this Agreement), whether in writing, by facsimile or otherwise, Escrow Agent is authorized, but not required, to seek confirmation of such instructions by telephone call-back to any person designated by the instructing party on Schedule C hereto, and Escrow Agent may rely upon the confirmation of anyone purporting to be the person so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Escrow Agent and will be effective only after Escrow Agent has a reasonable opportunity to act on such changes. If Escrow Agent is unable to contact any of the designated representatives identified in Schedule C, Escrow Agent is hereby authorized but will be under no duty to seek confirmation of such instructions by telephone call-back to any one or more of Purchaser's or Seller's executive officers ("Executive Officers"), as the case may be, which will include the titles of Chief Executive Officer, President and Vice President, as Escrow Agent may select. Such Executive Officer must deliver to Escrow Agent a fully executed incumbency certificate, and Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. Purchaser and Seller agree that Escrow Agent may at its option record any telephone calls made pursuant to this Section. Escrow Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Purchaser or Seller to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank, even when its use may result in a transfer of funds to a person other than the intended beneficiary or to a bank other than the intended beneficiary's bank or intermediary bank. Purchaser and Seller acknowledge that these optional security procedures are commercially reasonable.

11. Indemnification of Escrow Agent. Purchaser and Seller, jointly and severally, shall indemnify and hold harmless Escrow Agent and each director, officer, employee and affiliate of Escrow Agent (each, an "Indemnified Party") upon demand against any and all claims, actions and proceedings (whether asserted or commenced by Purchaser and Seller or any other person or entity and whether or not valid), losses, damages, liabilities, penalties, costs and expenses of any kind or nature (including without limitation reasonable attorneys' fees, costs and expenses) (collectively, "Losses") arising from this Agreement or Escrow Agent's actions

hereunder, except to the extent such Losses are finally determined by a court of competent jurisdiction, which determination is not subject to appeal, to have been directly caused solely by the gross negligence or willful misconduct of such Indemnified Party in connection with Escrow Agent's material breach of this Agreement. Purchaser and Seller further agree, jointly and severally, to indemnify each Indemnified Party for all costs, including without limitation reasonable attorneys' fees, incurred by such Indemnified Party in connection with the enforcement of Purchaser's and Seller's obligations to Escrow Agent under this Agreement. Each Indemnified Party shall, in its sole discretion, have the right to select and employ separate counsel with respect to any action or claim brought or asserted against it, and the reasonable fees of such counsel shall be paid upon demand by Purchaser and Seller jointly and severally. The obligations of Purchaser and Seller under this Section shall survive any termination of this Agreement and the resignation or removal of Escrow Agent.

12. Compensation of Escrow Agent.

(a) Fees and Expenses. Except for the One-Time Fee for which Purchaser shall be solely responsible, Purchaser and Seller agree, jointly and severally, to compensate Escrow Agent upon demand for its services hereunder in accordance with Schedule B attached hereto. The obligations of Purchaser and Seller under this Section shall survive any termination of this Agreement and the resignation or removal of Escrow Agent. As used herein, the "One-Time Fee" means the fee specified in Schedule B attached hereto.

(b) Disbursements from Escrow Funds to Pay Escrow Agent. Escrow Agent is authorized to, and may disburse to itself from the Escrow Funds, from time to time, the amount of any compensation and reimbursement of expenses due and payable hereunder (including any amount to which Escrow Agent or any other Indemnified Party is entitled to seek indemnification hereunder). Escrow Agent shall notify Purchaser and Seller of any such disbursement from the Escrow Funds to itself or any other Indemnified Party and shall furnish Purchaser and Seller copies of related invoices and other statements.

(c) Security and Offset. Purchaser and Seller hereby grant to Escrow Agent and the other Indemnified Parties a first priority security interest in, lien upon and right of sale and offset against the Escrow Funds with respect to any compensation or reimbursement due any of them hereunder (including any claim for indemnification hereunder). If for any reason the Escrow Funds are insufficient to cover such compensation and reimbursement, Purchaser and Seller shall promptly pay such amounts upon receipt of an itemized invoice.

13. Representations and Warranties. Purchaser and Seller each respectively make the following representations and warranties to Escrow Agent:

(a) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and this Agreement has been duly approved by all necessary action and constitutes its valid and binding agreement enforceable in accordance with its terms.

(b) each of the applicable persons designated on Schedule C attached hereto has been duly appointed to act as its authorized representative hereunder and individually has full power and authority on its behalf to execute and deliver any instruction or direction, to amend, modify or waive any provision of this Agreement and to take any and all other actions as its authorized representative under this Agreement and no change in designation of such authorized representatives will be effective until written notice of such change is delivered to each other

party to this Agreement pursuant to Section 15 and Escrow Agent has had reasonable time to act upon it.

(d) it will not claim any immunity from jurisdiction of any court, suit or legal process, whether from service of notice, injunction, attachment, execution or enforcement of any judgment or otherwise.

(e) there is no security interest in the Escrow Funds or any part thereof and no financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the Escrow Funds or any part thereof.

14. Identifying Information. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, Escrow Agent requires documentation to verify its formation and existence as a legal entity. Escrow Agent may require financial statements, licenses or identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. Purchaser and Seller agree to provide all information requested by Escrow Agent in connection with any legislation or regulation to which Escrow Agent is subject, in a timely manner. Escrow Agent's appointment and acceptance of its duties under this Agreement is contingent upon verification of all regulatory requirements applicable to Purchaser and Seller and any of their permitted assigns, including successful completion of a final background check. These conditions include, without limitation, requirements under the USA PATRIOT Act, the USA FREEDOM Act, the Bank Secrecy Act, and the U.S. Department of the Treasury Office of Foreign Assets Control. If these conditions are not met, Escrow Agent may at its option promptly terminate this Agreement in whole or in part and refuse any otherwise permitted assignment by Purchaser or Seller, without any liability or incurring any additional costs.

15. Notices. All notices, approvals, consents, requests and other communications hereunder (each, a "Notice") must be in writing, in English, and may only be delivered (a) by personal delivery, or (b) by national overnight courier service, or (c) by certified or registered mail, return receipt requested, or (d) by facsimile transmission or (e) by email. Notice will be effective upon receipt except for notice via email, which will be effective only when the recipient, by return email or notice delivered by other method provided for in this Section, acknowledges having received that email (with an automatically generated receipt or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section). Notices may only be sent to the applicable party or parties at the address specified below:

If to Purchaser or Purchaser Representative, at:
700 Universe Boulevard
Juno Beach, Florida 33408
Attention: Eric Mooney
Telephone:
E-mail: eric.mooney@nexteraenergy.com

with a copy to: Vice President & General Counsel
E-mail:Neer-General-Counsel@nexteraenergy.com

If to Seller or Seller Representative, at:

Township of Towamencin
1090 Troxel Road
Lansdale, PA 19446
Attention: Township Manager
Fax: 215-368-7650

with a copy to:

Township of Towamencin
1090 Troxel Road
Lansdale, PA 19446
Attention: Solicitor
Fax: 215-368-7650

If to Escrow Agent at:

U.S. Bank National Association, as Escrow Agent
ATTN: Global Corporate Trust / Jack Ellerin
Address: 2 Concourse Parkway, Suite 800
Atlanta, GA 30328-5588
Telephone: (404) 898-8830
Facsimile: (404) 898-2467
Email: jack.ellerin@usbank.com

with a copy to:

U.S. Bank National Association
TFM Corporate Escrow Shared
Address: 60 Livingston Avenue
St. Paul, MN 55107
Email: tfmcorporateescrowshared@usbank.com

or to such other address as each party may designate for itself by like notice and unless otherwise provided herein will be deemed to have been given on the date received. Escrow Agent shall not have any duty to confirm that the person sending any Notice by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) is, in fact, a person authorized to do so. Electronic signatures believed by Escrow Agent to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider acceptable to Escrow Agent) shall be deemed original signatures for all purposes. Notwithstanding the foregoing, Escrow Agent may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to Escrow Agent in lieu of, or in addition to, any such electronic Notice. Purchaser and Seller agree to assume all risks arising out of the use of electronic signatures and electronic methods to submit instructions and directions to Escrow Agent, including without limitation the risk of Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

16. Amendment and Assignment. None of the terms or conditions of this Agreement may be changed, waived, modified, terminated or varied in any manner whatsoever unless in writing duly signed by each party to this Agreement. No course of conduct will constitute a waiver of any of the terms and conditions of this Agreement, unless such waiver is specified in writing, and then only to the extent so specified. No party may assign this Agreement or any of its rights or obligations hereunder without the written consent of the other parties, provided that if Escrow Agent consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including the escrow contemplated by this Agreement) to another entity, the successor or transferee entity without any further act will be the successor Escrow Agent.

17. Governing Law, Jurisdiction and Venue. This Agreement must be construed and interpreted in accordance with the internal laws of the State of Pennsylvania without giving effect to the conflict of laws principles thereof that would require the application of any other laws. Each of the parties hereto irrevocably (a) consents to the exclusive jurisdiction and venue of the state and federal courts in the State of Pennsylvania in connection with any matter arising out of this Agreement, (b) waives any objection to such jurisdiction or venue (c) agrees not to commence any legal proceedings related hereto except in such courts (d) consents to and agrees to accept service of process to vest personal jurisdiction over it in any such courts made as set forth in Section 15 and (e) waives any right to trial by jury in any action in connection with this Agreement.

18. Entire Agreement, No Third-Party Beneficiaries. This Agreement constitutes the entire agreement between the signatory parties hereto relating to the holding, investment and disbursement of Escrow Funds and sets forth in their entirety the obligations and duties of Escrow Agent with respect to Escrow Funds. This Agreement and any Joint Written Direction may be executed in two or more counterparts, which when so executed will constitute one and the same agreement or direction. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. The Section headings have been inserted for convenience only and will be given no substantive meaning or significance whatsoever in construing the terms and conditions of this Agreement. Nothing in this Agreement, express or implied, is intended to or will confer upon any person other than the signatory parties hereto and the Indemnified Parties any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

[signature page follows]

The parties hereto have caused this Agreement to be executed effective as of the date first above written.

NEXTERA WATER PENSYLVANNIA, LLC
as Purchaser

By: _____
Name: Bruce Hauk
Title: President

TOWNSHIP OF TOWAMENCIN, MONTGOMERY COUNTY
as Seller

By: _____
Name: H. Charles Wilson, III
Title: Chairman

U.S. BANK NATIONAL ASSOCIATION
as Escrow Agent

By: _____
Name: Jack Ellerin
Title: Vice President

SCHEDULE A

U.S. BANK NATIONAL ASSOCIATION
Investment Authorization Form

U.S. BANK MONEY MARKET DEPOSIT ACCOUNT

Description and Terms

The U.S. Bank Money Market Deposit Account is a U.S. Bank National Association ("U.S. Bank") interest-bearing money market deposit account designed to meet the needs of U.S. Bank's Corporate Trust Services Escrow Group and other corporate trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank's discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as agent for its corporate trust customers. U.S. Bank's Corporate Trust Services Escrow Group performs all account deposits and withdrawals. Deposit accounts are FDIC insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

U.S. BANK IS NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR FINANCIAL ADVISOR.

Automatic Authorization

In the absence of specific written direction to the contrary to the extent and as authorized in the applicable escrow agreement, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Deposit Account. The customer(s) confirm that the U.S. Bank Money Market Deposit Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of permissible alternate instructions.

SCHEDULE B

Schedule of Fees for Services as Escrow Agent

Acceptance Fee Waived
One-Time Fee - $3,000
Extraordinary Expenses/Other Services ... Billed at Cost

The above-mentioned fees are basic charges and do not include out-of-pocket expenses, which will be billed in addition to the regular charges as required. Out-of-pocket expenses shall include, but are not limited to: legal expenses, telephone tolls, stationery, travel and postage expenses.
Charges for performing extraordinary or other services not contemplated at the time of the execution of the transaction or not specifically covered elsewhere in this schedule will be determined by appraisal in amounts commensurate with the service to be provided.
To help the government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each client who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.
Our proposal is subject in all aspects to our review and acceptance of the final documents, which set forth our duties and responsibilities.

SCHEDULE C

Each of the following person(s) is a **Purchaser Representative** authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Purchaser's behalf (only one representative required):

Name	Specimen signature	Telephone No.
Bruce Hauk		561-694-7752
Eric Mooney		561-304-5315

If only one person is identified above, the following person is authorized for call-back confirmations:

Name _____ Telephone Number _____

Each of the following person(s) is a **Seller Representative** authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Seller's behalf (only one representative required):

Name	Specimen signature	Telephone No.
H. Charles Wilson, III		215-368-7602
Richard Marino		215-368-7602

If only one person is identified above, the following person is authorized for call-back confirmations:

Name _____ Telephone Number _____

ATTACHMENT 1

FORM OF JOINT WRITTEN DIRECTION

[To be completed on closing]

U.S. Bank National Association, as Escrow Agent
ATTN: Global Corporate Trust Services
Address: _____

RE: ESCROW AGREEMENT made and entered into as of [ ] by and among [ ] ("Purchaser"), [ ] ("Seller") and U.S. Bank National Association, in its capacity as escrow agent (the "Escrow Agent").

Pursuant to Section 4(a) of the above-referenced Escrow Agreement, Purchaser and Seller hereby instruct Escrow Agent to disburse the amount of [$_____] from the Escrow Account to Purchaser, as provided below:

Purchaser

Bank Name: _____
Bank Address: _____
ABA No.: _____
Account Name: _____
Account No.: _____

Purchaser
By: _____
Name:
Date: _____

Seller
By: _____
Name:
Date: _____

APPENDIX G

Towamencin Township Sanitary Sewer System Service Area Map

NOTE: All sewers and manholes in Hatfield Township are either owned by private owners or Hatfield Township Municipal Authority (HTMA).

HATFIELD TOWNSHIP

FRANCONIA TOWNSHIP

LANSDALE BOROUGH

UPPER GWYNEDD TOWNSHIP

TOWAMENCIN

LOWER SALFORD TOWNSHIP

WORCESTER TOWNSHIP

SKIPPACK TOWNSHIP

HTMA Connection Point

Clemens Food Group Connection Point

HTMA Connection Point

HTMA Connection Point

Lower Salford Township Connection Point

Low Pressure Sewer

Rittenhouse Road Pump Station

Dual 16" Force Main

Towamencin Municipal Authority WWTP

4" Force Main

4" Force Main

Hollis Hills Pump Station

Milestone Pump Station

Meter Between MH 21.2 and 21.3 UGT Connection

Meter at MH 336 UGT Connection

To UGT Sewer System

SKIPPACK CREEK INTERCEPTOR

TOWAMENCIN CREEK INTERCEPTOR

BELL ROAD INTERCEPTOR

Legend

- Sanitary Manholes
- Discharge Location
- Effluent Sanitary Mh/ Junction Box
- Collector Laterals (Private)
- Effluent Sanitary Sewer
- Force Main
- Sanitary Sewers (Private)
- Sanitary Sewers
- Hydrology
- Sewer Service Area

TOWAMENCIN TOWNSHIP

SANITARY SEWER SERVICE AREA MAP

TOWAMENCIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES
65 EAST BUTLER AVENUE NEW BRITAIN, PA 18901-5106 - (215) 345-4330 - www.gilmore-assoc.com

JOB NO: 22-01077

DATE: JANUARY 2023

0 450 900 1,800 2,700 Ft

APPENDIX H

Towamencin Township Sanitary Sewer System Ownership Map

FRANCONIA TOWNSHIP

HATFIELD TOWNSHIP

LANSDALE BOROUGH

UPPER GWYNEDD TOWNSHIP

TOWAMENCIN

LOWER SALFORD TOWNSHIP

WORCESTER TOWNSHIP

SKIPPACK TOWNSHIP

HTMA Connection Point

Clemens Food Group Connection Point

HTMA Connection Point

HTMA Connection Point

Jacob's Woods (Private)

Main Street Apartments (Private)

Lidl Shopping Center (Private)

Allen Forge Shopping Center (Private)

Presentation of Our Lord Ukranian Catholic Church (Private)

Walton Farm Elementary School (Private)

Christopher Dock High School Pump Station and Force Main (Private)

Dock Community (Private)

Gehman Center (Private)

Forge Gate Apartments (Private)

North Penn School District Private Sewer Service Line

Timber Creek (Private)

Twin Churches Laterals (Private)

Walnut Meadows (Private)

Lower Salford Township Connection Point

Low Pressure Sewer

Chatham Village (Private)

Rittenhouse Road Pump Station

Towamencin Corporate Center (Private)

Meter Between MH 21.2 and 21.3 UGT Connection

Dual 16" Force Main

Towamencin Condominium (Private)

Meter at MH 336 UGT Connection

To UGT Sewer System

Towamencin Municipal Authority WWTP

WWTP Effluent Sewer

Fischers Park Pump Station

4" Force Main

4" Force Main

Molly's Country Kennels, Pump Station and Force Main to Discharge MH (Private)

Milestone Pump Station

Hollis Hills Pump Station

Cedars Country Store, Pump Station and Force Main to Discharge MH (Private)

Legend

- Sanitary Manholes
- Discharge Location
- Effluent Sanitary Mh/ Junction Box
- Collector Laterals (Private)
- Effluent Sanitary Sewer
- Force Main
- Sanitary Sewers (Private)
- Sanitary Sewers
- Hydrology
- Sewer Service Area
- Sanitary Sewer Ownership

TOWAMENCIN TOWNSHIP

SANITARY SEWER SYSTEM OWNERSHIP MAP

TOWAMENCIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES
65 EAST BUTLER AVENUE NEW BRITAIN, PA 18901-5106 - (215) 345-4330 - www.gilmore-assoc.com

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0 450 900 1,800 2,700 Ft

APPENDIX I

Sewage Grinder Pumps Ordinance

Chapter 127. Sewers

Part 4. Sewage Grinder Pumps

[Adopted 9-28-2005 by Ord. No. 05-04]

Article XVI. Regulation of Pumps

§ 127-91. Purpose.

The purpose of this Part 4 is to establish procedures for the installation, use and maintenance of sewage grinder pumps and any associated force mains or low-pressure laterals. It is hereby declared that the enactment of this Part 4 is necessary for the protection, benefit and preservation of the health, safety and welfare of the inhabitants of this municipality.

§ 127-92. Definitions.

Unless the context specifically and clearly indicates otherwise, the meaning of terms in this Part 4 shall be as follows:

ACT PLAN 537
Municipality's official plan as defined in the Pennsylvania Sewage Facilities Act, Act of January 24, 1966, P.L. 1535 (1965), No. 537, as amended, 35 P.S. §§ 750.1-750.20a (Sewage Facilities Act or Act 537).

AUTHORITY
An authority, as defined by the Municipality Authorities Act of 2001 (2001, June 19, P.L. 287, No. 22, and as amended thereafter, 53 Pa.C.S.A. § 5601 et seq.).

DEPARTMENT
The Pennsylvania Department of Environmental Protection.

GRINDER PUMP
Any electric-motor-driven, submersible, centrifugal pump capable of macerating all material found in normal domestic sanitary sewage, including reasonable amounts of objects, such as plastics, sanitary napkins, disposable diapers, rubber and the like, to a fine slurry, and pumping this material through a small diameter discharge.

IMPROVED PROPERTY
Any property within Towamencin upon which there is erected a structure intended for continuous or periodic habitation, occupancy or use by human beings or animals and from which structure sewage shall or may be discharged.

MUNICIPAL AUTHORITY
Board of Supervisors authorized by law to enact ordinances or adopt resolutions regarding sewage conveyance, treatment and disposal in Towamencin Township.

MUNICIPALITY
Board of Supervisors of Towamencin Township, Montgomery County, Pennsylvania.

OFFICIAL PLAN REVISION

facilities needs, as defined fully in Section 1 of the Sewage Facilities Act, 35 P.S. § 750.1.

PROPERTY OWNER

Any person vested with ownership, legal or equitable, sole or partial, of any property located in Towamencin Township.

SEWAGE

Any substance that contains any of the waste products or excrement or other discharge from the bodies of human beings or animals and any noxious or deleterious substance being harmful or inimical to the public health, or to animal or aquatic life or to the use of water for domestic water supply or for recreation or any substance which constitutes pollution under the Clean Streams Law, 35 P.S. §§ 691.1 through 691.1001, as amended.

§ 127-93. Planning requirements.

The connection of existing properties or proposed new land development to an existing or proposed sewage system through the use of sewage grinder pumps, their associated force mains, or low-pressure laterals shall occur only after an official plan revision to the Municipality's Act 537 Plan, approved by both the municipality and Department, designates that the proposed properties be served by such a connection.

§ 127-94. Powers of Township.

A. Towamencin Township is hereby authorized and empowered to adopt such rules and regulations concerning sewage which it may deem necessary from time to time to effect the purposes herein.

B. Towamencin Township is hereby authorized and empowered to take such other actions as are necessary, including, but not limited to, entering into agreements with property owners that assure proper operation and maintenance of sewage facilities within the municipality's borders, including, but not limited to, sewage grinder pumps and any associated force mains or low-pressure laterals.

§ 127-95. Duties and responsibilities of Township.

A. The Township shall exercise its powers and legal authority set forth herein, and under all applicable statutes, ordinances, and other laws to affect the purposes of this Part 4.

B. The Township may enter into an agreement with each property owner proposing to install or who has installed a sewage grinder pump or low-pressure sewage system to assure the short- and long-term operation and maintenance, use, service, repair or replacement of such systems.

C. All grinder pumps and low-pressure sewer systems (and the installation, use, operation, maintenance, service, repair and replacement thereof) shall comply with the rules and regulations of Towamencin Township, which are adopted by resolution from time to time.

D. All grinder pumps and low-pressure sewer systems shall be connected to the sewage collection and conveyance system in full compliance with the rules and regulations of the Township, which are adopted by resolution from time to time.

E. The Township shall maintain control over the type of grinder pumps used and assure that full service capability is available locally on short notice.

F. Towamencin Township shall bear no responsibility for the purchase, installation, use, operation, maintenance, service, repair, or replacement of the grinder pump and/or its low-pressure force main or lateral, except as otherwise set forth herein.

§ 127-96. Duties and responsibilities of property owner.

A. Each property owner served by a grinder pump shall bear full responsibility for providing, installing, using,

B. Each property owner served by a grinder pump shall have full responsibility for using the pump consistent with the manufacturer's instructions and shall avoid introducing into the sewerage system materials that may damage the impellers on the pump, including, but not limited to, items designated as biodegradable in septic tanks.

C. Each property owner served by a grinder pump shall close the sewage system and cease operations during any period when the grinder pump and/or low-pressure system serving a property is inoperable.

D. Where the low-pressure force main or lateral is shared between property owners, they shall submit to the Township a declaration of easements, covenants and restrictions in recordable form setting forth the agreement of each benefited property owner with respect to the installation, use, operation, maintenance, service, repair and replacement of the low-pressure sewer system, which agreement shall bind all future property owners. Following the approval of the low-pressure system by all applicable agencies, the Township will not issue a permit for its installation until evidence is presented that the agreement has been recorded in the Office for the Recording of Deeds, Montgomery County, Pennsylvania.

§ 127-97. Abatement of nuisances.

In addition to any other remedies provided in this Part **4**, any violation of §§ **127-95** and **127-96** above shall constitute a nuisance and shall be abated by Towamencin Township by either seeking mitigation of the nuisance or appropriate equitable or legal relief from a court of competent jurisdiction.

APPENDIX J

Sanitary Sewer Lateral Ordinance

Chapter 127. Sewers

[HISTORY: Adopted by the Board of Supervisors of the Township of Towamencin as indicated in part histories. Amendments noted where applicable.]

GENERAL REFERENCES
Sewer Authority — See Ch. **21**, Municipal Authorities, Art. **I**.
Plumbing Code — See Ch. **62**, Art. **VII**.
Individual sewage disposal systems — See Ch. **124**.

Part 1. Regulations and Rates

[Adopted 9-24-1987 by Ord. No. 87-12]

Article I. Definitions

§ 127-1. Definitions.

Unless the context specifically and clearly indicates otherwise, the meaning of terms used herein shall be as follows:

AUTHORITY
Towamencin Municipal Authority.
[Amended 8-26-2020 by Ord. No. 20-05]

BUILDING SEWER
The extension from the sewage drainage system of any structure to the lateral of a sewer.

CAPITAL PROJECTS
Includes all extensions and additions to the sewer system in the Township, additional interceptor sewers, pumping stations and force mains and other sewer facilities; improvements and additions to the conveyance system, relocation of sewer and sewer facilities; reconstruction, restoration, or replacement of buildings, equipment, or property damaged or destroyed additional machinery and equipment; additional lands, rights-of-way, and easements; renewals and replacements, and other improvements, extensions, additions, betterments to the sewer system or any part thereof.
[Added 8-26-2020 by Ord. No. 20-05]

EQUIVALENT DWELLING UNIT (EDU)
A source of wastewater equivalent to that generated by a single-family dwelling unit. Every building or use connected to the sewer shall constitute at least one EDU. For the purposes of residential uses, the number of EDUs applicable shall consist of the total number of residential dwelling units, together with the EDUs applicable to any common-use areas calculated as set forth herein for nonresidential use. For the purposes of a nonresidential use, the number of EDUs applicable to that use shall consist of the actual or estimated total gallonage discharge of wastewater at the property per day divided by 200.[1]
[Amended 11-12-2014 by Ord. No. 14-13]

HOUSEHOLD UNIT
Consists of the number of persons per household as established for Montgomery County by the census data provided by the United States Census Bureau. As set forth as Section 5607(d)(24)(i)(C)(V)(e) of Act 57, the amount of domestic sewage generated by a household unit is calculated to be the number of persons times 90 gallons per person per day.
[Added 8-26-2020 by Ord. No. 20-05]

Any premises used in whole or in part for the manufacture, processing, cleaning or assembly of any product, commodity or article, or any other premises from which wastewater other than sanitary sewage is discharged.

INDUSTRIAL WASTE

Any solid, liquid or gaseous substance, rejected or escaping in the course of any industrial, manufacturing, trade or business process or in the course of the development, recovery or processing of natural resources, which is discharged into the sewer system, as distinct from sanitary sewage.

LATERAL

That part of the sewer system extending from a sewer to the curbline or, if there shall be no curbline, extending to the edge of the right-of-way or sewer easement.

METERING FACILITIES

A flow-measuring system, designed and installed in accordance with accepted engineering practices and approved by the Township, for the measurement of sewage flows. For industrial establishments and nonresidential users, publicly metered water use records may be considered metering facilities if approved by the Township.

NONRESIDENTIAL USER

Any commercial, institutional or industrial use, other than a residential unit, which is connected to the sewer system and from which sanitary sewage or industrial waste is or may be discharged into the sewer system.

OUTSIDE SEWER FACILITIES

The system of sanitary sewers and appurtenances for the collection, transportation and pumping of sewage that is located outside of the municipal boundaries of Towamencin Township and is owned and operated by the Township and/or Authority.

OWNER

Any person vested with ownership, legal or equitable, sole or partial, of any property located in the sewered area.

PERSON

Any individual, association, public or private corporation for profit or not for profit, partnership, firm, trust, estate, department, board, bureau or agency of the commonwealth, political subdivision, municipality, district, authority or any other legal entity whatsoever which is recognized by law as the subject of rights and duties. Whenever used in any clause prescribing and imposing a penalty or imposing a fine or imprisonment, the term "person" shall include the members of an association, partnership or firm and the officers of any local agency or municipal, public or private corporation for profit or not for profit.
[Amended 8-26-2020 by Ord. No. 20-05]

PLUMBING CODE

The BOCA Plumbing Code of the Township.[2]

PRIVATE SEWER SYSTEM

The system of sanitary sewers and appurtenances for the collection, transportation and pumping of sewage that is located on private property or in noneasement areas and is not owned and maintained by the Township or Authority.

RESIDENTIAL UNIT

Each private dwelling; each dwelling unit in a double house or in a row of connecting houses; each apartment; each room, group of rooms, house trailer, mobile home, independent living unit, or any structure occupied or intended for occupancy as separate living quarters by a family or group of persons living together or by persons living alone, which accommodation is connected to the sewer system and from which sanitary sewage is or may be discharged into the sewer system.
[Amended 11-12-2014 by Ord. No. 14-13]

SANITARY SEWAGE

The type of toilet and other water-carried waste normally discharged from residential properties.

SEWER

other than a lateral.

SEWERED AREA

That portion of the Township in which there shall be constructed a sewage collection system as from time to time constructed and extended by the Authority, the Township or others, and that part of areas outside the Township in which sewers shall be constructed which connect to the sewage treatment plant of the Authority located in the Township.

SEWER SYSTEM

All facilities, as of any particular time, for collecting, pumping and disposing of sanitary sewage and industrial waste, situate in the sewered area and owned and/or operated by the Authority or the Township.

STREET

Any street, road, lane, court, alley or public square.

TAPPING FEES

The fee charged as a capital contribution at the time of a request for allocation of capacity in the conveyance system or at the time of actual connection to the sewer system. Said tapping fee shall be in addition to any sewer rental or assessment for the cost of construction of the sewer system. Said tapping fee shall not be in lieu of any charge by the Township of Towamencin of a fee for supervising or carrying out any connection to the sewer system.
[Added 8-26-2020 by Ord. No. 20-05]

TOWNSHIP

The Township of Towamencin, Montgomery County, Pennsylvania, or as the context may require, the Board of Township Supervisors (in connection with matters requiring action of the Supervisors) or such officers or employees of the Township as are authorized to act for the Township in the premises, including but not limited to the Township Engineers, Sewage Enforcement Officer and Code Enforcement Officer.

TREATMENT PLANT

The facility owned and operated by the Authority situated at 2225 Kriebel Road, Towamencin Township.

[1] *Editor's Note: The former definition of "improved property," which immediately followed this definition, was repealed 4-23-2014 by Ord. No. 14-06.*

[2] *Editor's Note: See Ch. **62**, Construction Codes, Art. **VII**, Plumbing Code.*

Article II. Building Sewers and Connections

§ 127-2. Permit required for connection.

No person shall uncover, connect to, make any opening into or use, alter or disturb in any manner any lateral or any other part of the sewer system without first obtaining a permit in writing from the Township and the Authority authorizing such connection and/or use. No permit shall be issued unless there is sufficient capacity in the sewer system to convey the wastewater to the treatment plant and sufficient capacity in the treatment plant to treat the wastewater.

§ 127-3. Application for permit.

Application for a permit required under § **127-2** shall be made by the owner of the improved property to be served or by his duly authorized representative.

§ 127-4. Conditions for connections.

No person shall make or cause to be made a connection of any improved property with a sewer until such person shall have fulfilled each of the following conditions:

A. Such person shall have applied for and obtained a permit as required by § **127-2**.

made so that the Township may supervise and inspect the work of connection and necessary testing.

§ 127-5. Display of permit.

The permit required by § **127-2** shall be displayed prominently upon the improved property to be connected to a sewer at all times during construction of the building sewer and connection of the building sewer to a lateral.

§ 127-6. Separate connection for each unit.

Except as otherwise provided in this section, each connection unit on each improved property shall be connected separately and independently with a sewer through a building sewer. Grouping of more than one connection unit on one building sewer shall not be permitted except under special circumstances and for good sanitary reasons or other good cause shown, and then only after special permission of the Township in writing shall have been secured.

§ 127-7. Costs of construction and connection.

All costs and expenses of construction of a building sewer and of a connection to a lateral shall be borne by the owner of the property to be connected; and in addition thereto, as a condition of the grant of a permit, such owner shall agree to indemnify and save harmless the Township and Authority from all loss or damage resulting directly or indirectly from the connection to the lateral, including any damages to persons or property occasioned thereby.

§ 127-8. Construction of lateral.

In instances where no lateral exists, the person shall contact the Township to determine the method of connection to the sewer. The Township shall approve the location and method of connection to the sewer. The person, at a minimum, shall be required to install a lateral from the sewer for a distance of 10 feet or to the curbline, whichever is greater, prior to installing the building sewer. All work shall be done in accordance with the Township's standards. In instances where, in the opinion of the Township, a connection to the sewer may result in potential damage in the form of collapse, blockage or failure of the sewer, special requirements to perform the connection may be specified. These include but are not limited to the setup of bypass pumping equipment at the site capable of transporting flows equal to peak daily quantities and the posting of a bond equal to the maximum established cost of repair should damage occur.

§ 127-9. Adherence to standards and specifications.

The construction of building sewers and the connection thereof to a lateral shall be done in accordance with the provisions of the BOCA Plumbing Code and the Township's specifications.[1]

[1] *Editor's Note: See Ch.* ***62****, Construction Codes, Art.* ***VII****, Plumbing.*

§ 127-10. Guarding of excavations; restoration.

[Amended 8-26-2020 by Ord. No. 20-05]

Every excavation for a building sewer shall be guarded adequately with barricades and lights to protect all persons from damage and injury. Streets, sidewalks and other public property disturbed in the course of installation of a building sewer shall be restored at the cost and expense of the owner of the improved property being connected, in a manner satisfactory to the Township. Every excavation requiring a road opening of a Township, state or county highway requires a highway occupancy permit from the appropriate agency. The road restoration must be done in accordance with the specifications of the appropriate agency.

§ 127-11. Maintenance of building sewer.

owner of such improved property.

§ 127-12. Correction of defects in sewers.

Whenever the Township has reason to believe that any building sewer has become defective, such building sewer shall be subject to test and inspection. Defects found upon such test and inspection, if any, shall be corrected as required by the Township in writing, at the cost and expense of the owner of the improved property served through such building sewer.

§ 127-13. Surface water excluded from sewers.

No person shall make connection of roof downspouts, foundation drains, sump pump areaway drains or other sources of surface runoff or groundwater in any manner resulting in such surface runoff's or groundwater's being discharged directly or indirectly into the sewer system. Any person found to have a connection of this type shall be formally notified that he must remove the connection discharging such surface runoff or groundwater. Such person shall have 30 days from said notification in which to remove such connection or shall hereby be in violation of this Part **1**, and such person shall, upon conviction, be subject to the penalties in § **127-46**, with each day such violation shall persist constituting a separate violation.

§ 127-14. Substances excluded from sewers.

A. No person shall cause, permit or allow any discharge or flow of any flammable or explosive substance, solid, liquid or gas (such substances include but are not limited to acetone, benzene, fuel oil, gasoline, kerosene or naphtha), either directly or indirectly into the sewer system that could create any danger of fire or explosion or result in damage or injury to persons or to the structures, equipment or processes of the sewer system or treatment plant.

B. No person shall cause, permit or allow any discharge or flow of any corrosive substance, solid, liquid or gas, either directly or indirectly into the sewer system that could create any danger of corrosive damage or injury to persons or to the equipment, structures or processes of the sewer system or treatment plant.

C. No person shall cause, permit or allow the discharge, flow or placement directly or indirectly into the sewer system of any substance, material or object that could cause or result in the obstruction of flow of wastewater in the sewer system or the interference with or damage to the equipment, structures or processes of the sewer system or treatment plant.

D. In addition to invoking the penalties provided for violation of this Part **1** as set forth in § **127-46** hereof, the Township shall be empowered to discontinue sewer service to any property from which objectionable discharges emanate, to direct the owner or person occupying the property to discontinue such discharge or make such repairs or changes to the property, including the removal of materials from the property, as to prevent such discharges of objectionable substances, or to take such other measures as may be required to safeguard persons, equipment, structures or processes of the sewer system or treatment plant.

Article III. Connection to Public Sewer Facilities

§ 127-15. Disposal of wastewater on public or private property.

No person shall discharge or dispose of any wastewater, sanitary sewage, industrial waste or other objectionable wastewater on public or private property within the Township except into an existing and properly functioning on-site sewage disposal system or in conformity with this Part 1. All such discharges or disposal are hereby declared to be public nuisances and are subject to abatement as provided by law.

§ 127-16. Connections to available sewers required.

sanitary sewer of the sewer system owned or leased by the Township is located or through which a sewer of such sewer system is constructed and upon which property there is generated sanitary sewage or industrial waste shall, upon receipt of written notice from the Township, connect such improved property to the sewer system without delay in accordance with the rules and regulations of the Township.

§ 127-17. Connections by Township; costs.

If any owner of such property required to be connected to said sewer system shall neglect or refuse to connect thereto after written notice so to do, the Township may give such owner written notice making reference to this section and ordering such owner to make the required connection within 60 days of the date of said notice, and upon failure of such owner to make the required connection within said sixty-day period, the Township or its agents may enter upon such property and construct such connection and, upon completion of the work, send an itemized bill of the cost of the construction of such connection to the property owner, which bill shall be payable forthwith. In case of neglect or refusal by the owner of such property to pay said bill, it shall be the duty of the proper Township officials and Township Solicitor to file municipal liens for said construction within six months of the date of the completion of the construction of said connection.

§ 127-18. Failure to make sewer connection a violation.

If any owner of improved property within the Township shall have failed to connect such property with the sewer system as required by § **127-16** and the Township shall have given such owner written notice pursuant to § **127-17**, and if such owner shall have failed within said sixty-day period to make the required connection, such failure shall be and hereby is declared a violation of this Part **1**, and such owner shall, upon conviction thereof, forfeit and pay to the use of the Township the sum $300 for each day such violation shall persist, together with costs of prosecution.

§ 127-19. Use of septic tank or similar receptacle prohibited.

It shall be unlawful, 60 days from receipt of written notice pursuant to § **127-16** or **127-17**, for any person, firm or corporation to own, maintain, operate or use within the Township a privy, cesspool, vault, septic tank or similar receptacle for sanitary sewage upon any property now or hereafter improved which is accessible to a collection sewer line of said sewer system, or to connect any such privy, cesspool, vault, septic tank or similar receptacle with any such collection sewer line.

§ 127-20. Wastes other than sanitary sewage excluded; exception.

No owner of property shall be permitted to discharge into the sewer system any waste or drainage other than sanitary sewage except as may be expressly permitted by the rules and regulations of the Township currently in effect.

§ 127-21. Service of notice to property owners.

Notices to property owners under §§ **127-16** and **127-17** may be given either by personal service or by certified mail sent to the last known address of such owner. In the event that such notice is returned as unclaimed, the Township may enter into the property as provided in § **127-17** hereof.

§ 127-22. Denial of use of sewer system.

If any person shall fail for 60 days after written notice from the Township to remedy any unsatisfactory conditions with respect to a building sewer, the Township may refuse to permit such person to use the sewer system until such unsatisfactory condition shall have been remedied to the satisfaction of the Township Engineer.

§ 127-23. Prevention of discharge of harmful wastes.

of industrial waste in order to prevent discharge into the sewer system of harmful wastes.

§ 127-24. Metering facilities.

All private sewer systems, industrial establishments and nonresidential users, except as specifically exempted by the Township, shall have metering facilities. The type and location of the metering facilities shall be approved by the Township. Operation and maintenance of the metering facilities shall be the responsibility of the private sewer system, industrial establishment or nonresidential user. For existing private sewer systems, industrial establishments or nonresidential users not already equipped with metering facilities, the private sewer system will have six months from the effective date of this Part 1 to receive approval for the design and installation procedures associated with metering facilities and must complete construction and begin operation of such facilities within 12 months from the effective date of this Part 1. The private sewer system, industrial establishment or nonresidential user shall submit to the Township on a monthly basis a copy of the actual flow charts and a summary tabulation of the daily flow volume and seven-day moving average flow volume. Failure to comply with these requirements will require such owner to pay the Township the sum of $300 for each day past the stated dates the requirements are not met. Failure to properly maintain and operate the metering facility will require the owner to pay the Township the sum of $100 for each day the metering facility does not operate properly. The owner will be given 30 days' notice to repair the metering facilities to an operational condition prior to the penalty fee's being imposed. Should the meter continuously malfunction, the owner shall remove the equipment and install a new metering facility as approved by the Township. New private sewer systems, industrial establishments and nonresidential users shall be required to comply with this requirement upon the effective date of this Part 1.

§ 127-25. Approval required for increase in wastewater flow.

[Amended 8-26-2020 by Ord. No. 20-05]
No private sewer system, industrial establishment or nonresidential user shall increase the quantity of wastewater discharge through an existing connection or construct a new connection to the sewer system without first obtaining approval from the Township. Any such increase in wastewater flow may require additional tapping and/or usage charges in accordance with this Part 1.

§ 127-26. Metering of outside sewer facilities.

All outside sewer facilities shall be equipped with metering facilities at the connection point to the Township sewer system, and the Township may require such outside sewer facilities to be organized into a separate sewer district for the purpose of collecting sewer rentals and charges.

APPENDIX K
Industrial Pretreatment Program (IPP) & Fats, Oils and Grease (FOG)

At the present time Towamencin Township is responsible for the enforcement of ordinances regarding industrial pretreatment (IPP), fats, oils and grease (FOG). Upon the closing of the sale of the sewerage system, NextEra Water Pennsylvania, LLC will be responsible for the enforcement of ordinances regarding industrial pretreatment, fats, oils and grease (FOG).

At the present time there is no single ordinance in the Towamencin Township Code regarding industrial pretreatment and FOG. The issue of IPP and FOG is addressed in multiple sections of the Towamencin Township Code, Chapter 127 Sewers. Part 2 of Chapter 127 addresses the Towamencin Township Industrial Pretreatment Program. The specific sections of Chapter 127 Sewers which address IPP and FOG are as follows.

- Chapter 127, Part 2 Pretreatment Program (IPP)
- Chapter 127, Part 2 Pretreatment Program, Article X Regulations, Section 127-52 General Discharge Prohibitions (FOG)
- Chapter 127, Part 2 Pretreatment Program, Article X Regulations, Section 127-60 Additional Pretreatment Measures (FOG)
- Chapter 127, Part 2 Pretreatment Program, Article XII Administration, Section 127-69 Inspection and Sampling (FOG)
- Chapter 127, Part 2 Pretreatment Program, Article XII Administration, Section 127-72 Publication of List of Users in Significant Noncompliance (FOG)

Part 2
Pretreatment Program

[Adopted 4-25-2007 By Ord. No. 07-03[8]]

ARTICLE IX
General Provisions

§ 127-49. Purpose and policy.

A. This Part 2 sets forth uniform requirements for Township contributors, directly and indirectly into the wastewater collection and treatment system of the Upper Gwynedd-Towamencin Municipal Authority to enable the Authority and Township to comply with all applicable state and federal laws required by the Clean Water Act of 1977 and the General Pretreatment Regulations (40 CFR, Part 403).

B. The objectives of this Part 2 are:

(1) To prevent the introduction of pollutants into the Authority wastewater system which will interfere with the operation of the system or contaminate the resulting sludge;

(2) To prevent the introduction of pollutants into the Authority wastewater system which will pass-through the system, inadequately treated, into receiving waters or the atmosphere or otherwise be incompatible with the system;

(3) To improve the opportunity to recycle and reclaim wastewaters and sludges from the system;

(4) To provide for equitable distribution of the cost of operation, maintenance, and improvement of the Authority's wastewater system.

(5) To protect both the Authority's personnel who may be affected by wastewater and sludge in the course of their employment and the general public; and

(6) To enable the Authority to comply with its National Pollutant Discharge Elimination System permit conditions, sludge use and disposal requirements, and any other federal or state laws to which the Authority is subject.

C. This Part 2 provides for the regulation of direct and indirect contributors to the wastewater system through the issuance of permits to certain nondomestic users and through enforcement of general requirements for the other users, authorizes monitoring, compliance, and enforcement activities, requires user reporting, assumes that existing customers' capacity will not be preempted, and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

D. This Part 2 shall apply to Towamencin Township and to persons outside the Township who are, by contract or agreement with the Township, users of the Authority POTW. This Part 2 is a supplement to Ordinance No. 87-12,[9] as amended. Except as otherwise provided herein, the Township Manager and/or

8. **Editor's Note: This Ordinance Also Superseded Former Part 2, Pretreatment Program, Adopted 8-6-1984 By Ord. No. 84-6, As Amended.**

9. **Editor's Note: See Part 1, Regulations and Rates, of this chapter.**

Authority Manager shall administer, implement and enforce the provisions of this Part 2.

§ 127-50. Definitions.

Unless the context specifically indicates otherwise, the following terms and phrases, as used in this Part 2, shall have the meanings hereinafter designated:

ACT or THE ACT — The Federal Water Pollution Control Act, also known as the "Clean Water Act," as amended, 33 U.S.C. § 1251, et seq.

APPROVAL AUTHORITY — The Director in an NPDES state with an approved state pretreatment program and the Administrator of the EPA in a non-NPDES state or NPDES state without an approved state pretreatment program.

AUTHORITY — Towamencin Municipal Authority.**[Amended 8-26-2020 by Ord. No. 20-05]**

AUTHORITY MANAGER — The person designated to enforce this Part 2 along with the Township Manager.

AUTHORIZED REPRESENTATIVE OF INDUSTRIAL USER — An authorized representative of an industrial user may be:

A. Corporate officer or manager.

(1) A responsible corporate officer of the level of President, Vice President, Secretary or Treasurer of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation; or

(2) The manager of one or more manufacturing, production, or operation facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility, including having explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements, if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

B. A general partner or proprietor if the industrial user is a partnership or proprietorship, respectively;

C. A duly authorized representative of the individual designated above if:

(1) The authorization is made in writing by the individual described in Subsection A(1); or

(2) The authorization specifies either an individual or a position having responsibility for the overall operation of the facilities from which the indirect discharge originates, such as the position of plant manager, operator of a well, or well field superintendent, or a position of equivalent responsibility, or

having overall responsibility for environmental matters for the company; and

(3) The written authorization is submitted to the Control Authority.

BEST MANAGEMENT PRACTICES or BMPs — Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in § 127-52A(1) and (2) [40 CFR 403.5(a)(1) and (b)]. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

BIOCHEMICAL OXYGEN DEMAND (BOD) — The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, five days at 20° C. expressed in terms of weight and concentration [milligrams per liter (mg/l)].

BUILDING SEWER — An extension from the sewage drainage system of any structure to the lateral of a sewer.

CATEGORICAL INDUSTRIAL USER — An industrial user subject to a categorical pretreatment standard or categorical standard.

CATEGORICAL PRETREATMENT STANDARDS OR CATEGORICAL STANDARD — Any regulation containing pollutant discharge limits promulgated by EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. § 1317) that apply to a specific category of users and that appear in 40 CFR Chapter 1, Subchapter N, Parts 405 through 471.

CHEMICAL OXYGEN DEMAND (COD) — A measure of the oxygen required to oxidize all compounds, both organic and inorganic, in water.

CONTROL AUTHORITY — Refers to the Authority.

COOLING WATER — The water discharged from any use such as air conditioning, cooling or refrigeration, or to which the only pollutant added is heat.

DAILY MAXIMUM — The arithmetical average of all effluent samples for a pollutant collected during a calendar day.

DAILY MAXIMUM LIMIT — The maximum allowable discharge limit of a pollutant during a calendar day. Where daily maximum limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where daily maximum limits are expressed in terms of a concentration, the daily discharge is the arithmetical average measurement of the pollutant concentration derived from all measurements taken that day.

DIRECT DISCHARGE — The discharge of treated or untreated wastewater directly to the waters of the State of Pennsylvania.

DRBC DOCKET — An approval issued by the Delaware River Basin Commission (DRBC) under the Delaware Basin Compact, termed "docket," together with the standards of discharge quality imposed under such docket, issued to the Authority with respect to the discharges from the wastewater treatment plant, as may be issued from time to time and any successor permit or license, and is an additional operating approval to the NPDES Permit.**[Added 3-24-2021 by Ord. No. 21-05]**

ENVIRONMENTAL PROTECTION AGENCY or EPA — The United States Environmental Protection Agency or, where appropriate, the term may also be used as a

designation for the Administrator or other duly authorized official of said agency.

EXISTING SOURCE — Any source of discharge that is not a new source.

GRAB SAMPLE — A sample which is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and over a period of time not to exceed 15 minutes.

HOLDING TANK WASTE — Any waste from holding tanks, such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.

INDIRECT DISCHARGE — The discharge or the introduction of pollutants from any nondomestic source regulated under Section 307(b) or (c) of the Act, (33 U.S.C. § 1317), into the POTW (including holding tank waste discharged into the system).

INDUSTRIAL USER — A source of indirect discharge which does not constitute a discharge of pollutants under regulations issued pursuant to Section 402 of the Act. (33 U.S.C § 1342).

INSTANTANEOUS LIMIT — The maximum concentration of a pollutant allowed to be discharged at any time, determined from analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

INTERFERENCE — A discharge which, along or in conjunction with a discharge or discharges from other sources, both causes the inhibition or disruption of the POTW treatment processes or operations, or its sludge processes, use or disposal, and contributes to a violation of any requirements of the Authority's NPDES permit (including an increase in the magnitude or duration of a violation). The term includes prevention of sewage sludge use or disposal by the POTW in accordance with 405 of the Act, (33 U.S.C. § 1345) or any criteria, guidelines, or regulations developed pursuant to the Solid Waste Disposal Act (SWDA), including Title II, more commonly referred to as the "Resource Conservation and Recovery Act (RCRA)," the Clean Air Act, the Toxic Substances Control Act, the Marine Protection, Research and Sanctuaries Act, or more stringent state criteria, including those contained in any state sludge management plan prepared pursuant to Title IV (Subtitle D) of the SWDA applicable to the method of disposal or use employed by the POTW.

LOCAL LIMIT — Specific discharge limits developed and enforced by the Authority upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR 403.5(a)(1) and (b).

MEDICAL WASTE — Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

MONTHLY AVERAGE — The sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.

MONTHLY AVERAGE LIMIT — The highest allowable average of daily discharges over a calendar month, calculated as the sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.

NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM or NPDES PERMIT — A permit issued pursuant to Section 402 of the Act (33 U.S.C. § 1342).

NATIONAL PROHIBITIVE DISCHARGE STANDARD or PROHIBITIVE

DISCHARGE STANDARD — Any regulation developed under the authority of Section 307(b) of the Act and 40 CFR, Section 403.5.

NEW SOURCE —

A. Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which is commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

   (1) The building, structure, facility or installation is constructed at a site at which no other source is located; or

   (2) The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

   (3) The production or wastewater-generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site.

B. Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation.

C. Construction of a new source as defined under this definition has commenced if the owner or operator has:

   (1) Begun, or caused to begin, as part of a continuous on-site construction program:

      (a) Any placement, assembly, or installation of facilities or equipment; or

      (b) Significant site preparation work, including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or

   (2) Entered into a binding contractual obligation for the purchase of facilities or equipment; or

   (3) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this definition.

NONDOMESTIC WASTEWATER — A wastewater that is not discharged in the normal day-to-day operation of a household.

NON-RESIDENTIAL USER —

A. Any person who discharges, causes, or permits the discharge of wastewater from any facility other than a residential unit.

B. Any person who discharges, causes, or permits the discharge of nondomestic wastewater from a residential unit.

PASS-THROUGH — A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirements of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation).

PERMIT — Written permission by the Authority for the discharge of nonresidential wastewater to the POTW.

PERSON — Any individual, association, public or private corporation for profit or not for profit, partnership, firm, trust, estate, department, board, bureau or agency of the commonwealth, political subdivision, municipality, district, authority or any other legal entity whatsoever which is recognized by law as the subject of rights and duties. Whenever used in any clause prescribing and imposing a penalty or imposing a fine or imprisonment, the term "person" shall include the members of an association, partnership or firm and the officers of any local agency or municipal, public or private corporation for profit or not for profit.**[Amended 8-26-2020 by Ord. No. 20-05]**

pH — A measure of the acidity or alkalinity of a solution, expressed in standard units.

POLLUTANT — Any dredged soil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, medical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

POLLUTION — The man-made or man-induced alteration of the chemical, physical, biological, or radiological integrity of water.

POTW TREATMENT PLANT — That portion of the POTW designed to provide treatment to wastewater.

PRETREATMENT or TREATMENT — The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW. The reduction or alteration can be obtained by physical, chemical or biological processes, or process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by applicable pretreatment standards.

PRETREATMENT REQUIREMENTS — Any substantive or procedural requirement related to pretreatment, other than a national pretreatment standard imposed on an industrial user.

PRETREATMENT STANDARD or STANDARDS — Prohibited discharge standards, categorical pretreatment standards, and the most recent EPA-approved local limits.

PUBLICLY OWNED TREATMENT WORKS (POTW) — A treatment works, as defined by Section 212 of the Act, (33 U.S.C. § 1292) which is owned by the Authority. This definition includes any devices or sewers that convey wastewater to the POTW treatment plant, but does not include pipes, sewers or other conveyances not connected to a facility providing treatment. For the purposes of this Part 2, "POTW" shall also

include any sewers that convey wastewaters to the POTW from persons outside the Township who are, by contract or agreement with the Township, users of the POTW.

SIGNIFICANT INDUSTRIAL USER —

A. A user subject to categorical pretreatment standards; or

B. A user that:

(1) Discharges an average of 25,000 gpd or more of process wastewater to the POTW (excluding sanitary, noncontact cooling, and boiler blow down wastewater);

(2) Contributes a process waste stream which makes up 5% or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or

(3) Is designated as such by the Authority on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.

C. The Authority may determine that an industrial user subject to categorical pretreatment standards is a nonsignificant categorical industrial user rather than a significant industrial user on a finding that the industrial user never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, noncontact cooling and boiler blow down wastewater, unless specifically included in the pretreatment standard) and the following conditions are met:

(1) The industrial user, prior to the Authority's finding, has consistently complied with all applicable categorical pretreatment standards and requirements;

(2) The industrial user annually submits the certification statement required in § 127-67E [See 40 CFR 403.12(q).], together with any additional information necessary to support the certification statement; and

(3) The industrial user never discharges any untreated concentrated wastewater.

D. Upon a finding that a user meeting the criteria in Subsection B has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the Authority may at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in 40 CFR, Section 403.8(f)(6), determine that such use should not be considered a significant industrial user.

SLUG LOAD or SLUG DISCHARGE — Any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in § 127-52 of this Part 2. A slug discharge is any discharge of a nonroutine, episodic nature, including, but not limited to, an accidental spill or a noncustomary batch discharge, which has a reasonable potential to cause interference or pass-through, or in any other way violate the POTW's regulations, local limits, or permit conditions.

STANDARD INDUSTRIAL CLASSIFICATION (SIC) — A classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1972.

STATE — State of Pennsylvania.

STORMWATER — Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

TOTAL SUSPENDED SOLIDS or SUSPENDED SOLIDS — The total suspended matter that floats on the surface of, or is suspended in, water, wastewater or other liquids, and which is removable by laboratory filtering.

TOWNSHIP — Towamencin Township or the Board of Supervisors of Towamencin Township.

TOWNSHIP MANAGER — The person designated by the Township who is charged with certain duties and responsibilities by this Part 2, or his duly authorized representative.

TOXIC POLLUTANT — Any pollutant or combination of pollutants listed as toxic in regulations promulgated by the Administrator of the Environmental Protection Agency under the provision of CWA 307(a) or other Acts.

USER or INDUSTRIAL USER — Any person who contributes, causes or permits the contribution of wastewater into the Authority's POTW.

WASTEWATER — The liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities, and institutions, together with any other waters which may be present, whether treated or untreated, which is contributed into or permitted to enter the POTW.

WASTEWATER TREATMENT PLANT or TREATMENT PLANT — That portion of the POTW which is designed to provide treatment of municipal wastewater and industrial waste.

WATERS OF THE STATE — All streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through or border upon the state or any portion thereof.

§ 127-51. Abbreviations.

The following abbreviations shall have the designated meanings:

BOD — Biochemical oxygen demand.

BMP — Best management practice.

BMR — Baseline monitoring report.

CFR — Code of Federal Regulations.

CIU — Categorical industrial user.

COD — Chemical oxygen demand.

EPA — Environmental Protection Agency.

GPD — Gallons per day.

IU — Industrial user.

l — Liter.

mg — Milligrams.

mg/l — Milligrams per liter.

NPDES — National Pollutant Discharge Elimination System.

NSCIU — Nonsignificant categorical industrial user.

POTW — Publicly owned treatment works.

RCRA — Resource Conservation and Recovery Act.

SIC — Standard industrial classification.

SIU — Significant industrial user.

SNC — Significant noncompliance.

SWDA — Solid Waste Disposal Act, 42 U.S.C. § 6901 et seq.

U.S.C. — United States Code.

TSS — Total suspended solids.

ARTICLE X
Regulations

§ 127-52. General discharge prohibitions.

A. No user shall contribute or cause to be contributed, directly or indirectly, any pollutant or wastewater into the POTW which causes pass-through or interference. These general prohibitions apply to all such users of a POTW whether or not the user is subject to National Categorical Pretreatment Standards or any other national, state or local pretreatment standards or requirements. A user may not contribute the following substances to any POTW: **[Amended 8-13-2008 by Ord. No. 08-04]**

(1) Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient, either alone or by interaction with other substances, to cause fire or explosion, including but not limited to, waste streams with a closed-cup flash point of less than 140° F. (60° C.) using the test methods specified in 40 CFR, 261.21, or which are, or may be, injurious in any other way to the POTW or to the operation of the POTW. At no time shall two successive readings on an explosion hazard meter, at the point of discharge into the system (or at any point in the system) be more than 5% nor any single reading be over 10% of the lower explosive limit (LEL) of the meter. Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides, and any other substances which the Township, the Authority, the state or EPA has notified the user is a fire hazard or a hazard to the system.

(2) Solid or viscous substances which may cause obstruction to the flow in a sewer or other interference with the operation of the wastewater treatment facilities, such as, but not limited to: grease, garbage with particles greater than 1/2 inch in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, wastepaper, wood, plastics, gas, tar, asphalt residues, residues from refining, or processing of fuel or lubricating oil, mud, or glass grinding or polishing wastes.

(3) Any wastewater having a pH less than 6.0, or greater than 9.0 or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment and/or personnel of the POTW.

(4) Any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction with other pollutants, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the POTW, or to exceed the limitation set forth in a categorical pretreatment standard. A toxic pollutant shall include, but not be limited to, any pollutant identified pursuant to Section 307(a) of the Act.

(5) Any noxious or malodorous liquids, gases, or solids which, either single or by interaction with other wastes, are sufficient to create a public nuisance or

hazard to life or are sufficient to prevent entry into the sewer for maintenance and repair.

(6) Any substance which may cause the POTW's effluent or any other product of the POTW, such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case, shall a substance discharged to the POTW cause the POTW to be in noncompliance with sludge use or disposal criteria, guidelines or regulations developed under Section 405 of the Act, any criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act or state criteria applicable to the sludge management method being used.

(7) Any substance which will cause the POTW to violate its NPDES and/or state disposal system permit or the receiving water quality standards.

(8) Any wastewater with objectionable color not removed in the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions.

(9) Any wastewater having a temperature which will inhibit biological activity in the POTW treatment plant resulting in interference, but in no case wastewater with a temperature at the introduction into the POTW which exceeds 40° C. (104° F.) or exceeds 65° C. (150° F.) at the point of discharge to the sewer system.

(10) Any pollutants, including oxygen demanding pollutants (BOD, etc.) released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW. In no case shall a slug load have a flow rate or contain concentration or qualities of pollutants that exceed for any time period longer than 15 minutes more than five times the average twenty-four-hour concentration, quantities, or flow during normal operation.

(11) Any wastewater containing any radioactive wastes or isotopes of such halflife or concentration in accordance with applicable state or federal regulations.

(12) Any wastewater which causes a hazard to human life or creates a public nuisance.

(13) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass-through.

(14) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.

(15) Trucked or hauled pollutants, except at discharge points designated by the Authority.

B. When the Authority determines that a user is contributing to the POTW any of the above-enumerated substances in such amounts as to interfere with the operation of the POTW, the Authority shall:

(1) Advise the user of the impact of the contribution on the POTW; and

(2) Develop effluent limitations for such user to correct the interference with the POTW.

§ 127-53. Federal categorical pretreatment standards.

A. Upon the promulgation of the federal categorical pretreatment standards for a particular industrial subcategory, the federal standard, if more stringent than limitations imposed under this Part 2 for sources in that subcategory, shall immediately supersede the limitations imposed under this Part 2. The Authority shall notify all affected users of the applicable reporting requirements under 40 CFR 403.12.

B. Users must comply with the categorical pretreatment standards found at 40 CFR Chapter 1, Subchapter N, Parts 405 through 471.

§ 127-54. Specific pollutant limitations.

The Upper Gwynedd-Towamencin Municipal Authority, in accordance with the United States EPA regulations, shall develop and maintain technically based local limits. Local limits shall be developed through the evaluation of the following criteria:

A. Sludge use;

B. National Pollutant Discharge Elimination System (NPDES) limitations;

C. Interference and inhibition; and

D. Worker safety.

§ 127-55. State requirements.

State requirements and limitations on discharges shall apply in any case where they are more stringent than federal requirements and limitations or those in this Part 2.

§ 127-56. Right of revision.

The Township or Authority reserves the right to establish more stringent limitations or requirements on discharges to the wastewater disposal system if deemed necessary to comply with the objectives presented in § 127-49 of this Part 2, or as required by the United States EPA.

§ 127-57. Excessive discharge.

No user shall ever increase the use of process water or, in any way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the federal categorical pretreatment standards, or in any other pollutant-specific limitation developed by the Township, Authority, or state.

§ 127-58. Accidental discharges.

A. Accidental and/or problem discharges. Each user shall provide protection from accidental discharge of prohibited materials or other substances regulated by this Part 2 and from discharges that could cause problems to the operations of the POTW, including any slug loadings. Facilities to prevent accidental or problem discharge of prohibited materials shall be provided and maintained at the owner's or user's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the Authority for review by the Authority before construction of the facility. All existing users shall complete such a plan when designated by the Authority. No user who commences contribution to the POTW after the effective date of this Part 2 shall be permitted to introduce pollutants into the system until accidental and/or problem discharge procedures have been provided to the Authority. Review of such plans and operating procedures shall not relieve the industrial user from the responsibility to modify the user's facility as necessary to meet the requirements of this Part 2. In the case of an accidental or problem discharge, it is the responsibility of the user to immediately telephone and notify the POTW of the incident. The notification shall include location of discharge, type of waste, concentration and volume, and corrective actions.

B. Written notice. Within five days following an accidental or problem discharge, the user shall submit to the Authority a detailed written report describing the cause of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property; nor shall such notification relieve the user of any fines, civil penalties, or other liability which may be imposed by this Part 2 or other applicable law.

C. Notice to employees. A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees whom to call in the event of an accidental or problem discharge. Employers shall ensure that all employees who may cause or suffer such an accidental or problem discharge to occur are advised of the emergency notification procedure.

D. The Authority shall evaluate whether each SIU needs an accidental discharge/slug discharge control plan or other action to control slug discharges. The Authority may require any user to develop, submit for approval, and implement such a plan or take such other action that may be necessary to control slug discharges. An accidental/ slug discharge control plan shall address, at a minimum, the following:

(1) Description of discharge practices, including nonroutine batch discharges;

(2) Description of stored chemicals;

(3) Procedures for immediately notifying the Authority of any accidental or slug discharge; and

(4) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of stored areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic

pollutants, including solvents, and/or measures and equipment for emergency response.

§ 127-59. Local limits. [Amended 7-14-2010 by Ord. No. 10-02; 11-22-2016 by Ord. No. 16-15; 3-24-2021 by Ord. No. 21-05]

The following pollutant limits are established to protect pass-through and interference. No person shall discharge wastewater at the point where the wastewater is discharged to the POTW containing parameters in excess of the these limits:

Parameter	Daily Maximum (mg/l)	Average Monthly (mg/l)
Arsenic, total		0.05
BOD-5	540.0	450.0
COD	1,110.0	922.0
Cadmium, total		0.0032
Chromium, total		1.3
Cyanide, free		0.1
Lead, total		0.03
Mercury, total		0.004
Nickel, total		0.3
Nitrogen-ammonia	65	54
Oil & grease	100	75.0
pH	6 to 10	6 to 9
Phosphorus, total	14	13
Selenium, total		0.05
Silver, total		0.05
Total dissolved solids (TDS)**	3,950	1,000
Total suspended solids (TSS)	360.0	300.0
Zinc, total		0.45
Merck		1.1
Clemens Food Group		0.23
Lehigh Valley Dairies		0.23
Accupac		2.8
Iron, total		22
Phenol		4.7
Total copper*		
Merck		0.95

Parameter	Daily Maximum (mg/l)	Average Monthly (mg/l)
Hatfield		0.20
Lehigh Valley		0.19
Clemens Food Group		0.19
Accupac		0.24
Ammonia	65	54

* Loadings associated with the overall limits for copper and zinc are mass allocated as interim limits for individual significant industrial users.

**TDS limit is mass-based, with limits for both TDS quality (concentration), and TDS quantity (mass).

§ 127-60. Additional pretreatment measures.

A. Whenever deemed necessary, the Authority may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage waste streams from industrial waste streams, and such other conditions as may be necessary to protect the POTW and determine the user's compliance with the requirements of this Part 2.

B. The Authority may require any person discharging into the POTW to install and maintain, on his or her property and at his or her expense, a suitable storage and flow control facility to ensure equalization of flow. An individual wastewater discharge permit may be issued solely for flow equalization.

C. Grease, oil, and sand interceptors shall be provided when, in the opinion of the Authority, they are necessary for the proper handling of wastewater containing excessive amounts of grease and oil, or sand; except that such interceptors shall not be required for residential users. All interception units shall be of a type and capacity approved by the Authority and shall be so located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned, and repaired by the user at its expense.

D. Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter at the user's expense.

ARTICLE XI
Fees

§ 127-61. Purpose.

It is the purpose of this article to provide for the recovery of costs from users of the POTW for the implementation of the program established herein. The applicable charges or fees shall be established by resolution and set forth in the Township's or Authority's Schedule of Charges and Fees.[10]

§ 127-62. Charges and fees.

A. The charges and fees established by the Township or Authority may include the following:

(1) Fees for reimbursement of costs of setting up and operating the required pretreatment program, including, but not limited to, legal, engineering, and administrative costs.

(2) Fees for monitoring, inspections and surveillance procedures;

(3) Fees for reviewing accidental discharge procedures and construction;

(4) Fees for permit applications;

(5) Fees for filing appeals;

(6) Fees for consistent removal by the POTW of pollutants otherwise subject to federal pretreatment standards;

(7) Other fees as the Township or Authority may deem necessary to carry out the requirements contained herein.

B. These fees relate solely to the matters covered by this Part 2 and are separate from all other fees chargeable by the Township and/or the Authority.

§ 127-63. Strength surcharge.

A. The strength of the total wastes used for establishing surcharges shall be determined on at least one monthly twenty-four-hour composite sample collected by the Authority or its designated representative. Additional samples may be required if repeated violations of the local limits occur.

B. Any nonresidential user discharging waste to the Authority's POTW with a monthly average BOD concentration greater than 200 milligrams per liter (mg/l) or COD concentration greater than 400 mg/l and/or ammonia nitrogen concentration greater than 18.0 mg/l and/or total phosphorus concentration greater than 5.0 mg/l and/or total suspended solids concentration greater than 150 mg/l, in each case measured at the source, will pay a strength surcharge in addition to the applicable volume charge. Such strength surcharge shall be in addition to and not in substitution for any actions, remedies, or penalties described in Articles XIII and XIV hereof.

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10. Editor's Note: Fees are on file in the Township offices. See also Ch. 76, Fees.

C. The strength surcharge shall be based on the operating costs for the Authority's POTW during the previous calendar year. A cost per pound of pollutant shall be determined by dividing the total annual operating costs, (including general and office, treatment plant and operating reserve costs) by the total pounds of pollutants [BOD or COD, ammonia nitrogen, phosphorus, total suspended solids, copper (total) and zinc (total)] treated during the same period. The resultant cost per pound of pollutant is then utilized to determine the surcharge amount. Strength surcharges are calculated according to the following general equation:

Surcharge = [(Pollutant concentration - Surcharge limit)

x (Total Billing Period Flow, mg) x 8.34 x (Cost per lb.)]

Strength surcharges calculated for the parameters with mass-based concentration local limits in this Part 2 [i.e., copper (total), and zinc (total)] shall be determined as 1.4 times the surcharge. **[Amended 3-24-2021 by Ord. No. 21-05]**

D. In accordance with § 127-54, unless approved by the Authority in a compliance schedule contained in the permit conditions as described under § 127-66D, no industrial user shall, at any time, discharge a wastewater containing pollutants in excess of the daily maximum limits established in § 127-54. If a compliance schedule is required, the industrial user shall develop a schedule and submit this schedule to the Authority for approval within 30 days of notification by the Authority. If the industrial user fails to submit a compliance schedule within this thirty-day period, the Authority shall develop a schedule at the user's expense. If the user is in violation of or is not making satisfactory progress in completing the requirements of the compliance schedule contained in the permit, the Authority shall impose civil penalties as directed in § 127-76.7.

E. The strength of the total wastes used for establishing surcharges shall be determined by qualified industrial user discharge monitoring data and/or on at least one monthly twenty-four-hour composite sample collected by the Authority or its designated representative. Additional samples may be required if repeated violations of the local limits occur.

§ 127-64. Flow surcharge.

A. The permitted flow is the purchased capacity of the collection system and the wastewater treatment facility operated by the Authority. Wastewater discharged in excess of this permitted flow by the permittee will be cause for a flow surcharge. The basis for this surcharge is the following:

(1) When the recorded volume or flow of the wastewater exceeds any of the following stated permit limitations:

(a) Daily maximum flow.

(b) Five-day average flow.

(c) Daily average flow per month.

(d) Six-month total flow.

(2) Each permittee has at least two of the above limitations.

(3) The calculation used for flow surcharges is:

Flow Surcharge = (Recorded/reported flow in gallons - permitted flow in gallons)

x cost per gallon as reflected in the Discharge Permit

B. Repeated flow surcharge conditions will require the permittee to purchase additional capacity for the collection system and wastewater treatment facility at the then-current prescribed rate. Failure to do so in a timely manner is cause for the permittee to be subject to all of the enforcement actions available to the Authority.

ARTICLE XII
Administration

§ 127-65. Nonresidential wastewater dischargers. [Amended 3-24-2021 by Ord. No. 21-05]

A. It shall be unlawful to discharge without a permit to any natural outlet within Towamencin Township, or in any area under the jurisdiction of the Authority, and/or to the POTW any wastewater except as authorized by the Authority in accordance with the provisions of this Part 2.

B. Industrial users shall employ qualified persons/operators to oversee and manage their pretreatment processes (e.g., PA licensed wastewater operator, etc.) where pretreatment facilities are necessary or required.

§ 127-66. Nonresidential wastewater discharge permits.

A. General. All significant industrial users proposing to connect to or to contribute to the POTW shall obtain a permit from the Authority before connecting to or contributing to the POTW. All existing significant industrial users connected to or contributing to the POTW shall apply for a permit within 30 days after the effective date of this Part 2.

B. Permit application.

(1) Users required to obtain a permit shall complete and file with the Authority an application in the form prescribed by the Authority and accompanied by a fee set by resolution. Existing users shall apply for a permit within 30 days after the effective date of this Part 2, and proposed new users shall apply at least 90 days prior to connecting to or contributing to the POTW. In support of the application, the user shall submit, in units and terms appropriate for evaluation, information, including, but not limited to the following:

(a) Name, address, and location;

(b) SIC number according to the Standard Industrial Classification Manual, Bureau of the Budget, 1972, as amended;

(c) Wastewater constituents and characteristics including but not limited to those mentioned in Article X of this Part 2 as determined by a reliable analytical laboratory; sampling and analysis shall be performed in accordance with procedures established by the EPA pursuant to Section 304(g) of the Act and contained in 40 CFR, Part 136, as amended;

(d) Time and duration of contribution;

(e) Average daily and thirty-minute peak wastewater flow rates, including daily, monthly and seasonal variations if any;

(f) Site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections, and appurtenances by the size, location and elevation;

(g) Description of activities, facilities and plant processes on the premises including all materials which are or could be discharged;

(h) Where known, the nature and concentration of any pollutants in the discharge which are limited by any Township, Authority, state or federal pretreatment standards, and a statement regarding whether or not the pretreatment standards are being met on a consistent basis and if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required for the user to meet applicable pretreatment standards;

(i) If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. The following conditions shall apply to this schedule:

[1] The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.).

[2] No increment referred to in Subsection on B(1)(i)[2] shall exceed nine months.

[3] Not later than 14 days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the Authority including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the user to return the construction to the schedule established. In no event shall more than nine months elapse between such progress reports to the Authority.

(j) Each product produced by type, amount, process or processes and rate of production;

(k) Type and amount of raw materials processed (average and maximum per day);

(l) Number and type of employees, and hours of operation of plant and proposed or actual hours of operation of pretreatment system;

(m) Any other information as may be deemed by the Authority to be necessary to evaluate the permit application;

(n) The permit application shall be signed by an authorized representative of

the industrial user;

(o) A list of any environmental control permits held by the applicant for its facility. **[Added 8-13-2008 by Ord. No. 08-04]**

(p) Treatment/reduction/removal of TDS, to the extent necessary to fully comply with all permits and regulatory agency standards, shall occur at the source and is the responsibility of the generator/discharger to the TMA system. TMA has a finite capability to accept TDS, which is influenced by many factors and subject to change at any time. Users desiring to discharge wastewaters above the TDS limit to the Towamencin Township Sewer System and the Towamencin Municipal Authority (TMA) wastewater treatment facility may be permitted under certain instances. An industrial wastewater discharge permit application shall be made to TMA, for a specific permit for the TDS discharge. A TDS mass balance analysis/profile for each source of TDS being discharged shall be included with the application, for both current and future expected permitted flow conditions, for both TDS quantity (mass) and quality (concentration). Industrial wastewater discharge permits are "mass-based," with limits for both TDS quality (concentration), and TDS quantity (mass). In certain instances, as determined by Towamencin Township, a "service (a.k.a. 'use') agreement" may be required to be executed with Towamencin Township and the Towamencin Municipal Authority. **[Added 3-24-2021 by Ord. No. 21-05]**

(q) For TDS discharge levels greater than 1,000 mg/L, the discharger shall be considered an industrial user, and shall be required to submit an industrial wastewater discharge permit application to TMA for review, and appropriate classification of the discharge, and conditions for acceptance for the waste. **[Added 3-24-2021 by Ord. No. 21-05]**

(2) The Authority will evaluate the data furnished by the industrial user and may require additional information. After evaluation and acceptance of the data furnished, the Authority may issue a permit subject to terms and conditions provided herein.

C. Permit modifications. Within nine months of the promulgation of a National Categorical Pretreatment Standard, the wastewater contribution permit of users subject to such standards shall be revised to require compliance with such standard within the time frame prescribed by such standard. Where a user, subject to a National Categorical Pretreatment Standard, has not previously submitted an application for a permit as required by Subsection B, the user shall apply for a permit within 180 days after the promulgation of the applicable National Categorical Pretreatment Standards. In addition, the user with an existing wastewater contribution permit shall submit to the Authority Manager or his designee within 180 days after the promulgation of an applicable federal categorical pretreatment standard, the information required by Subsection B(1)(h) and (i).

D. Permit conditions. Permits shall be expressly subject to all provisions of this Part 2 and all other applicable regulations, user charges and fees established by the Township or the Authority. Permits must contain the following:

(1) The unit charge or schedule of user charges and fees for the wastewater to be discharged to a community sewer;

(2) Limits on the average and maximum wastewater constituents and characteristics;

(3) Limits on average and maximum rate and time of discharge or requirements for flow regulations and equalization;

(4) Requirements for installation and maintenance of inspection and sampling facilities;

(5) Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests and reporting schedule. These requirements shall include an identification of pollutants (or best management practice) to be monitored based on federal, state and local laws;

(6) Compliance schedules for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate or prevent the introduction of pollutants into the POTW;

(7) Requirements for submission of technical reports or discharge reports (See § 127-67.);

(8) Requirements for maintaining and retaining plant records relating to wastewater discharge for five years or longer as specified by the Authority, and affording Authority access thereto;

(9) Requirements for notification of the Township and/or the Authority of any new introduction wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the wastewater treatment system;

(10) Requirements to control slug discharges, if determined by the Authority to be necessary, in accordance with § 127-58;

(11) A statement that indicates the wastewater discharge permit issuance date, expiration date, and effective date;

(12) A statement that the wastewater discharge permit is nontransferable without prior notification to the Authority in accordance with § 127-76.1 of this Part 2 and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;

(13) Effluent limits, including best management practices, based on applicable pretreatment standards;

(14) A statement of applicable civil and criminal penalties for violation of the pretreatment standards and requirements, and any applicable compliance schedule. Such compliance schedule may not extend the time for compliance beyond that required by applicable federal, state, or local law;

(15) Other conditions as deemed appropriate by the Township and/or the Authority to ensure compliance with this Part 2.

E. Permit duration. Permits shall be issued for a specified time period, not to exceed five years. A permit may be issued for a period less than a year or may be stated to expire on a specific date. The user shall apply for permit reissuance not less than 180 days prior to the expiration of the user's existing permit or as specified on the permit. The terms and conditions of the permit may be subject to modification by the Authority during the term of the permit as limitations or requirements as identified in Article X are modified or other just cause exists. The user shall be informed of any proposed changes in his permit at least 30 days prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance as determined by the Authority.

F. Permit transfer. Permits are issued to a specific user for a specific operation. A permit shall not be reassigned or transferred or sold to a new owner, new user, different premises or a new or changed operation without the approval of the Authority. Any succeeding owner or user shall comply with the terms and conditions of this Part 2.

G. Permit modification. The Authority may modify an individual wastewater discharge permit for good cause, including, but not limited to, the following reasons:

(1) To incorporate any new or revised federal, state, or local pretreatment standards or requirements;

(2) To address significant alterations or additions to the user's operation, processes, or wastewater volume or character since the time of the individual wastewater discharge permit issuance;

(3) A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;

(4) Information indicating that the permitted discharge poses a threat to the Authority's POTW, Authority personnel, or the receiving waters;

(5) Violation of any terms and conditions of the individual wastewater discharge permit;

(6) Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting;

(7) Revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR 403.13;

(8) To correct typographical or other errors in the individual wastewater discharge permit; or

(9) To reflect transfer of the facility ownership or operation to a new owner or operator where requested.

H. Permit revocation.

(1) The Authority may revoke an individual wastewater discharge permit for good cause, including, but not limited to, the following reasons:

(a) Failure to notify the Authority of significant changes to the wastewater prior to the changed discharge;

(b) Failure to provide prior notification to the Authority of changed conditions pursuant to § 127-67F of this Part 2;

(c) Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;

(d) Falsifying self-monitoring reports and certification statements;

(e) Tampering with monitoring equipment;

(f) Refusing to allow the Authority timely access to the facility premises and records;

(g) Failure to meet effluent limitations;

(h) Failure to pay fines;

(i) Failure to pay sewer charges;

(j) Failure to meet compliance schedules;

(k) Failure to complete a wastewater survey or the wastewater discharge permit application;

(l) Failure to provide advance notice of the transfer of business ownership of a permitted facility;

(m) Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit or this Part 2.

(2) Individual wastewater discharge permits shall be voidable upon cessation or transfer of business ownership. All individual wastewater discharge permits issued to a user are void upon the issuance of a new individual wastewater discharge permit to the user.

§ 127-67. Reporting requirements for permittee.

A. Baseline monitoring reports.

(1) Within either 180 days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing categorical industrial users currently discharging to or scheduled to discharge to the POTW shall submit to the Authority a report which contains the information listed in Subsection A(2), below. At least 90 days prior to commencement of their discharge, new sources, and sources that become categorical industrial users subsequent to the promulgation of an applicable categorical standard, shall submit to the Authority a report which contains the information listed in

Subsection A(2), below. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.

(2) Users described above shall submit the information set forth below:

(a) All information required in § 127-66B of this Part 2. [See 40 CFR 403.12(b)(1) through (7).]

(b) Measurement of pollutants:

[1] The user shall provide the information in § 127-66B.

[2] The user shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this section.

[3] Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment, the user should measure the flows and concentrations necessary to allow use of the combined wastestream formula in 40 CFR 403.6(e) to evaluate compliance with the pretreatment standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e), this adjusted limit along with supporting data shall be submitted to the control authority.

[4] Sampling and analysis shall be performed in accordance with Subsection A.

[5] The Authority may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures.

[6] The baseline report shall indicate time, date, and place of sampling and method of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant discharges to the POTW.

(c) Compliance certification shall include a statement, reviewed by the user's authorized representative and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and if not, whether additional pretreatment is required to meet the pretreatment standards and requirements.

(d) If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment and/or O&M must be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance

schedule pursuant to this section must meet the requirements set out in Subsection C of this section.

(e) All baseline monitoring reports must be certified in accordance with Subsection A(1) of this section and signed by an authorized representative as defined in § 127-50.

B. Compliance schedule progress reports. The following conditions shall apply to the compliance schedule required by Subsection A(2)(d) of this section:

(1) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);

(2) No increment referred to above shall exceed nine months;

(3) The user shall submit a progress report to the Authority no later than 14 days following each date in the schedule and the final compliance including, as a minimum, whether following each date in the schedule and the final compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule; and

(4) In no event shall more than nine months elapse between such progress reports to the Authority.

C. Compliance date report. Within 90 days following the date for final compliance with applicable pretreatment standards or, in the case of a new source, following commencement of the introduction of wastewater into the POTW, any user subject to pretreatment standards and requirements shall submit to the Township and/or the Authority a report indicating the nature and concentration of all pollutants in the discharge from the regulated process which are limited by pretreatment standards and requirements and the average and maximum daily flow for these process units in the user facility which are limited by such pretreatment standards or requirements. The report shall state whether the applicable pretreatment standards or requirements are being met on a consistent basis and, if not, what additional O&M and/or pretreatment is necessary to bring the user into compliance with the applicable pretreatment standards or requirements. This statement shall be signed by an authorized representative of the industrial user, and certified to by a qualified professional.

D. Periodic compliance reports.

(1) Any user subject to a pretreatment standard after the compliance date of such pretreatment standard or, in the case of a new source, after commencement of the discharge into the POTW, shall submit to the Authority during the months of June and December, unless required more frequently in the pretreatment standard or by the Authority, a report indicating the nature and concentration

of pollutants in the effluent which are limited by such pretreatment standards. In addition, this report shall include a record of all daily flows which during the reporting period exceeded the average daily flow reported pursuant to Subsection C of this section. If sampling by the user indicates a violation, the user shall notify the POTW within 24 hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the POTW within 30 days after becoming aware of the violation, except if the POTW performs sampling at least once per month at the user's facility or if the POTW performs sampling at the user's facility between the time when the user performs its initial sample and the time the user receives the results of this sampling. At the discretion of the Authority and in consideration of such factors as local high or low flow rates, holidays, budget cycles, etc., the Authority may agree to alter the months during which the above reports are to be submitted. This report shall be signed by an authorized representative of the industrial user. All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be property operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge. If a user subject to the reporting requirement in this section monitors any pollutant more frequently than required by the Authority, the results of this monitoring shall be included in the report. In cases where the pretreatment standard requires compliance with a best management practice (BMP) or pollution prevention alternative, the user must submit documentation required by the Authority or the pretreatment standard necessary to determine compliance.

(2) The Authority may impose mass or production-based limitations. In such cases, the report required by Subsection D(1) shall indicate the mass of pollutants regulated by pretreatment standards in the effluent of the user. These reports shall contain the results of sampling and analysis of the discharge, the flow of the discharge, the mass of the pollutants discharged which are subject to applicable pretreatment standards, and, where required by the Authority discharge permit, production data. The frequency of monitoring shall be prescribed in the applicable pretreatment standards. All analysis shall be performed in accordance with procedures established by the Administrator pursuant to Section 304(g) of the Act and contained in 40 CFR, Part 136, and amendments thereto, or with any other test procedures approved by the Administrator. Sampling shall be performed in accordance with the techniques approved by the Administrator. (Comment: Where 40 CFR, Part 136, does not include a sampling or analytical technique for the pollutant in question, sampling and analysis shall be performed in accordance with the procedures set forth in the EPA publication, Sampling and Analysis Procedures for Screening of Industrial Effluents for Priority Pollutants, April, 1977, and amendments thereto, or with any other sampling and analytical procedures approved by the Administrator.)

E. Certification statements. All user reports must be signed by an authorized representative of the user and contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

F. Reports of changed conditions. Each user must notify the Authority of any significant changes to the user's operations or system which might alter the nature, quality, or volume of its wastewater at least 30 days before the change.

(1) The Authority may require the user to submit such information as may be deemed necessary to evaluate the changed conditions, including the submission of a wastewater discharge permit application as required in this Part 2.

(2) The Authority may issue an individual wastewater discharge permit or modify an existing permit in response to the changed conditions or anticipated changed conditions.

G. Reports of potential problems.

(1) In the case of any discharge, including, but not limited to, accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, a slug discharge or slug load, that might cause potential problems for the POTW, the user shall immediately telephone the Authority of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the user.

(2) Within five days following such discharge, the user shall, unless waived by the Authority, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed pursuant to this Part 2.

(3) A notice shall be permanently posted on the user's bulletin board or other prominent place advising the employees who to call in the event of a discharge described above. Employers shall ensure that all employees who could cause such a discharge to occur are advised of the emergency notification procedure.

(4) Significant industrial users are required to notify the Authority immediately of any changes at its facility affecting the potential for a slug discharge.

H. Reports from unpermitted users. All users not required to obtain an individual wastewater discharge permit shall provide appropriate reports to the Authority as the Authority may require.

I. Notice of violation/repeat sampling and reporting. If sampling performed by a user indicates a violation, the user must notify the Authority within 24 hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Authority within 30 days after becoming aware of the violation. Resampling by the industrial user is not required if the Authority performs sampling at the user's facility at least once a month, or if the Authority performs sampling at the user between the time when the initial sampling was conducted and the time when the user or the Authority receives the results of this sampling, or if the Authority has performed the sampling and analysis in lieu of the industrial user.

J. Discharge of hazardous waste. The discharge of hazardous wastes, as described in 40 CFR, Part 261, is prohibited from being discharged into the POTW.

K. Recordkeeping. Users, subject to the reporting requirements of this Part 2, shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this Part 2, any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements, and documentation associated with best management practices established herein. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three years. This period shall be automatically extended for the duration of any litigation concerning the user or the Authority or where the user has been specifically notified of a longer retention period by the Authority.

L. Analytical requirements. All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the Authority or other parties approved by EPA.

M. Date of receipt of reports. Written reports will be deemed to have been submitted on the date postmarked. For reports which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.

§ 127-68. Monitoring facilities.

A. The Township and/or the Authority shall require to be provided and operated at the user's own expense, monitoring facilities to allow inspection, sampling, and flow measurement of the building sewer and/or internal drainage systems.

B. There shall be ample room in or near such sampling manhole or facility to allow

accurate sampling and preparation of samples for analysis. The facility, sampling, and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the user.

C. The sampling and monitoring facilities shall be provided in accordance with the Authority's requirements and all applicable local construction standards and specifications. Construction shall be completed within 90 days following written notification by the Township and/or the Authority.

§ 127-69. Inspection and sampling.

A. The Township or the Authority shall inspect the facilities of any user to ascertain whether the purpose of this Part 2 is being met and all requirements are being compiled with. Persons or occupants of premises where wastewater is created or discharged shall allow the Township and/or the Authority or its representatives ready access at all times to all parts of the premises for the purpose of inspection, sampling, records examination, and copying, or in the performance of any of their duties. The Township, the Authority, the approval authority, and the EPA shall have the right to set up on the user's property such devices as are necessary to conduct sampling inspection, compliance monitoring and/or metering operations. Where a user has security measures in force which would require proper identification and clearance before entry into its premises, the user shall make necessary arrangements with its security guards so that upon presentation of suitable identification, personnel from the Township, the Authority, the approval authority, and the EPA will be permitted to enter, without delay, for the purposes of performing their specific responsibilities. Unreasonable delays in allowing the Authority access to the user's premises shall be a violation of this Part 2.

B. Samples collected to satisfy reporting requirements must be based on date obtained through appropriate sampling and analysis performed during the period covered by the report. Based on data that is representative of conditions occurring during the reporting period:

(1) Except as indicated in Subsection B(2) and (3) below, the user must collect wastewater samples using twenty-four-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the Authority. Where time-proportional composite sampling or grab sampling is authorized by the Authority, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a twenty-four-hour period may be composited prior to analysis as follows: for cyanide, total phenols, and sulfides, the samples may be composited in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by compositing procedures as documented in approved EPA methodologies may be authorized by the Authority, as appropriate. In addition, grab samples may be required to show compliance with instantaneous limits.

(2) Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection

techniques.

(3) For sampling required in support of baseline monitoring and ninety-day compliance reports required in this Part 2 and 40 CFR 403.12(b) and (d), a minimum of four grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the Authority may authorize a lower minimum. For the reports required by in § 127-67D [40 CFR 403.12(e) and 403.12(h)], the industrial user is required to collect the number of grab samples necessary to assess and assure compliance by and with the applicable pretreatment standards and requirements.

C. Any permittee with a control mechanism (i.e., industrial wastewater discharge permit) issued by the Authority shall be responsible for the full and proper collection of samples during three of the four quarters of each year, to be coordinated with the Authority. Authority personnel will collect the remaining one sample per year. The Authority will not be limited in the scope of analyses, in conformance with the provisions of this Industrial Pretreatment Ordinance and to ensure that no pass-through or interference occurs at the POTW. The permittee shall further be responsible for direct payment to the analytical laboratory of the costs associated with testing during each of the four quarterly sampling events each year. **[Added 3-24-2021 by Ord. No. 21-05]**

§ 127-70. Pretreatment.

A. Users shall provide necessary wastewater treatment as required to comply with this Part 2 and shall achieve compliance with all National Categorical Pretreatment Standards within the time limitations as specified by the federal pretreatment regulations. Any facilities required to pretreat wastewater to a level acceptable to the Authority shall be provided, operated, and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the Authority for review, and shall be acceptable to the Authority before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the Authority under the provisions of this Part 2. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be acceptable to the Authority prior to the user's initiation of the changes.

B. The Authority shall annually publish in the local newspaper a list of the users which were not in compliance with any pretreatment requirements or standards at least once during the 12 previous months. The notification shall also summarize any enforcement actions taken against the user during the same 12 months.

C. All records relating to compliance with pretreatment standards shall be made available to officials of the Authority, EPA or the approval authority upon request.

§ 127-71. Confidential information.

A. Information and data on a user obtained from reports, questionnaires, permit

applications, permits and monitoring programs and from inspections shall be available to the public or other governmental agency without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of the Authority that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated by the person furnishing a report, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available upon written request to governmental agencies for uses related to this Part 2, the National Pollutant Discharge Elimination System (NPDES) permit, state disposal system permit and/or the pretreatment programs; provided, however, that such portions of a report shall be available for use by the state or any state agency in judicial review or enforcement proceedings involving the person furnishing the report. Effluent data will not be recognized as confidential information.

B. Information accepted by the Authority as confidential shall be transmitted to any governmental agency immediately when requested, but not to the general public by the Authority until and unless a ten-day notification is given to the user.

§ 127-72. Publication of list of users in significant noncompliance.

The Authority shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by the POTW, a list of the users which, at any time during the previous 12 months, were in significant noncompliance with applicable pretreatment standards and requirements. The term "significant noncompliance" shall be applicable to all significant industrial users (or any other industrial user that violates Subsection C, D or H of this section) and shall mean:

A. Chronic violations of wastewater discharge limits, defined here as those in which 66% or more of all the measurements taken for the same pollutant parameter taken during a six-month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits as defined in Article X;

B. Technical review criteria (TRC) violations, defined here as those in which 33% or more of wastewater measurements taken for each pollutant parameter during a six-month period equals or exceeds the product of the numeric pretreatment standard and requirement including instantaneous limits, as defined by Article X multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH);

C. Any other violation of a pretreatment standard or requirement as defined by Article X (daily maximum, long-term average, instantaneous limit, or narrative standard) that the Authority determines has caused, alone, or in combination with other discharges interference or pass-through, including endangering the health of POTW personnel or the general public;

D. Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment, or has resulted in the Authority's exercise of its emergency authority to halt or prevent such a discharge;

E. Failure to meet, within 90 days of the scheduled date, a compliance schedule milestone contained in an individual wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;

F. Failure to provide within 45 days after the due date, any required reports, including baseline monitoring reports, reports on compliance with the categorical pretreatment standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;

G. Failure to accurately report noncompliance; or

H. Any other violation(s), which may include a violation of best management practices, which the Authority determines will adversely affect the operation or implementation of the local pretreatment program.

ARTICLE XIII
Administrative Enforcement Remedies

§ 127-73. Harmful contributions.

A. The Authority may suspend the wastewater treatment service and/or a permit when such suspension is necessary, in the opinion of the Authority, in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons, to the environment, causes interference to the POTW, or may cause the POTW to violate any condition of its NPDES permit.

B. Any person notified of a suspension of the wastewater treatment service and/or the permit shall immediately cease wastewater discharge to the POTW. In the event of a failure of the person to comply voluntarily with the suspension order, the Authority shall take such steps as deemed necessary including immediate severance of the sewer connection, to prevent or minimize damage to the POTW system or possible endangerment to any individuals or the environment. The Authority may reinstate the permit and/or the wastewater treatment service upon proof, satisfactory to the Authority, of the elimination of the noncomplying discharge. A detailed written statement submitted by the user describing the causes of the harmful contribution and the measure taken to prevent any future occurrence shall be submitted to the Authority within 15 days of the date of occurrence.

§ 127-74. Notice of violation; plan for correction.

When the Authority finds that a user has violated, or continues to violate, any provision of this Part 2, an individual wastewater discharge permit, or order issued hereunder, or any pretreatment standard or requirement, the Authority may serve upon that user a written notice of violation. Within 15 days of the receipt of such notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the user to the Authority. Submission of such a plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation. Nothing in this section shall limit the powers of the Authority to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation.

§ 127-75. Search warrants.

If the Authority has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this Part 2, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program of the Authority designed to verify compliance with this Part 2 or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, the Authority may seek issuance of a search warrant from the Court of Common Pleas in Norristown, Pennsylvania.

§ 127-76. Consent orders.

The Authority may enter into consent orders, assurances of compliance, or other similar documents establishing an agreement with any user responsible for noncompliance.

Such documents shall include specific action to be taken by the user to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to §§ 127-76.2 and 127-76.3 of this Part 2 and shall be judicially enforceable.

§ 127-76.1. Show-cause hearing.

The Authority may order a user which has violated, or continues to violate, any provision of this Part 2, an individual wastewater discharge permit, or order issued hereunder, or any pretreatment standard or requirement, to appear before the Authority and show cause why the proposed enforcement action should not be taken. Notice shall be served on the user specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the user show cause why the proposed enforcement should not be taken. The notice of the meeting shall be served personally or by registered or certified mail at least 15 days prior to the hearing. Such notice may be served on any authorized representative of the user as defined in § 127-50 and required by § 127-67E. A show-cause hearing shall not be a bar against, or prerequisite for, taking any other action against the user.

§ 127-76.2. Compliance orders.

When the Authority finds that a user has violated, or continues to violate, any provision of this Part 2, an individual wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, the Authority may issue an order to the user responsible for the discharge directing that the user come into compliance within a specific time. If the user does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a pretreatment standard or requirement, nor does a compliance order relieve the user of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the user.

§ 127-76.3. Cease and desist orders.

When the Authority finds that a user has violated, or continues to violate, any provision of this Part 2, an individual wastewater discharge permit, or order issued hereunder, or any pretreatment standard or requirement, or that the user's past violations are likely to recur, the Authority may issue an order to the user directing it to cease and desist all such violations and directing the user to:

A. Immediately comply with all requirements; and

B. Take such appropriate remedial or preventative action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge. Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the user.

§ 127-76.4. Termination of discharge.

A. In addition to the provisions in § 127-66H of this Part 2, any user who violates the following conditions is subject to discharge termination:

(1) Violation of individual wastewater discharge permit conditions;

(2) Failure to accurately report the wastewater constituents and characteristics of its discharge;

(3) Failure to report significant changes in operations or wastewater volume, constituents, and characteristics prior to discharge;

(4) Refusal of reasonable access to the user's premises for the purpose of inspection, monitoring, or sampling; or

(5) Violation of the pretreatment standards in Article X of this Part 2.

B. Such user will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under § 127-76.1 of this Part 2 why the proposed action should not be taken. Exercise of this option by the Authority shall not be a bar to, or a prerequisite for, taking any other action against the user.

ARTICLE XIV
Remedies, Penalties and Costs

§ 127-76.5. Summary conviction.

Any user or other person who knowingly makes any false statements, representation or certification in any application, record, report, plan or other document filed or required to be maintained by this Part 2 or permit conditions; or who falsifies, tampers with or knowingly renders inaccurate any monitoring device or method required under this Part 2; or who shall violate any other provision of this Part 2; or who shall fail to comply with any of the requirements hereof, shall, upon conviction, be guilty of a summary offense and sentenced to pay a fine not to exceed $10,000 and costs of prosecution for each and every violation, or in default of payment of such fine and costs, to undergo imprisonment for not more than 90 days for each violation. Each day a violation continues shall constitute a separate offense.

§ 127-76.6. Legal action.

A. If any user or other person discharges sewage, industrial wastes or other wastes into the POTW contrary to the provisions of this Part 2, federal or state pretreatment requirements, or any order of the Township and/or the Authority, the Township or Authority Solicitor may commence an action for legal and/or equitable relief in a court of competent jurisdiction. In addition to the other penalties provided herein, the Township or Authority may recover reasonable attorney fees, court costs, court reporter fees, and other expenses of litigation.

B. Any fines, costs, penalties or other expenses imposed upon or incurred by the Township or Authority as the result of any violation or violations by any user or other person of any provision of this Part 2 shall be assessed against and chargeable to the user or other person and may be collected as provided by law.

C. None of the provisions of this article or Article XIII shall be deemed in any way to limit the enforcement powers of the Authority embodied in its enforcement response plan and civil penalty policy, as adopted by Authority Resolution No. 94-2, and as may be amended from time to time.

§ 127-76.7. Civil penalties.

Any user who is found to have failed to comply with any provision of this Part 2, and the orders, rules, regulations or permits issued hereunder, may be fined up to $25,000 for each offense. Each day on which a violation shall occur or continue shall be deemed a separate and distinct offense. In addition to the penalties provided herein, the Township and/or Authority may recover reasonable attorney's fees, court costs, court reporters' fees and other expenses of litigation by appropriate suit at law against the person found to have violated this Part 2 or the orders, rules, regulations, and permits issued hereunder.

§ 127-76.8. Falsifying information.

Any person who knowingly makes any false statements, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this Part 2, or permit condition or who falsifies, tampers with, or knowingly

renders inaccurate any monitoring device or method required under this Part 2 shall, upon conviction, be guilty of a summary offense and sentenced to pay a fine not to exceed $10,000 and costs of prosecution for each and every violation or, in default of payment of such fine and costs, to undergo imprisonment for not more than 90 days for each violation.

§ 127-76.9. Appeal procedures. [Added 8-13-2008 by Ord. No. 08-04]

A. Any user that has been issued a notice of violation, compliance order, cease and desist order, emergency suspension notice, termination of discharge notice, refusal to issue permit notice, or severance of water service has the right to appeal either the amount of the penalty or the fact of the violation. Said appeal must be filed within 30 days of receipt of the notice or violation. The appeal shall be filed pursuant to Pennsylvania Administrative Law and Procedure as set forth in 2 Pa.C.S.A. § 551 et seq.

B. Failure of the user to appeal the penalty contesting either the fact of the violation or the amount of the penalty within the 30 days of receipt of the notice or order shall result in the waiver of the user's legal rights to contest the violation or the amount of the penalty.

C. Challenges, answers, or appeals to actions taken pursuant to or under the authority of this section that are governed or subject to other statutes or procedures, including the Judicial Code, or Rules of Civil or Criminal Procedure, shall be subject to the time limitations and procedural requirements of those laws.

APPENDIX L

On-Lot Disposal System (OLDS) Ordinance

Township of Towamencin, PA
Thursday, April 29, 2021

Chapter 127. Sewers

Part 3. On-Site Disposal Systems

[Adopted 8-28-1991 by Ord. No. 91-7[1]; amended in its entirety 7-27-2016 by Ord. No. 16-12]

[1] *Editor's Note: This ordinance repealed former Part 3, Holding Tanks, adopted 2-25-1987 by Ord. No. 87-1, as amended.*

Article XV. Regulation

§ 127-77. Title; introduction; purpose.

A. This Part 3 shall be known and may be cited as the "On-Site Disposal System Program."

B. As mandated by the Municipal Code, which shall include but not be limited to the Second Class Township Code,[1] the Clean Streams Law (35 P.S. § 691.1 to § 691.1001) and the Pennsylvania Sewage Facilities Act (Act of January 24, 1966, P.L. 1535, as amended, 35 P.S. § 750.1 et seq., known as "Act 537"), municipalities have the power and the duty to provide for adequate sewage treatment facilities and for the protection of the public health by preventing the discharge of untreated or inadequately treated sewage. The Official Sewage Facilities Plan for Towamencin Township indicates that it is necessary to formulate and implement a sewage management program to effectively prevent and abate water pollution and hazards to the public health caused by improper treatment and disposal of sewage.

[1] *Editor's Note: See 53 P.S. § 65101 et seq.*

C. The purpose of this Part 3 is to provide for the inspection, maintenance, management, rehabilitation, repair, replacement and construction of on-lot sewage disposal systems; to further permit the municipality to intervene in situations which are public nuisances or hazards to the public health; to establish a procedure by which public sewers will be installed and to establish penalties and appeal procedures necessary for the proper administration of the On-Site Disposal System Program.

§ 127-78. Definitions.

A. As used in this Part 3, the following terms shall have the meanings indicated:

ACT 537

The Act of January 24, 1966, P.L. 1535, as amended, 35 P.S. § 750.1 et seq., known as the "Pennsylvania Sewage Facilities Act."

ALTERNATE SEWAGE SYSTEM

A system employing the use of demonstrated technology as outlined in the most current alternate systems listings by the PADEP.

APPARENT MALFUNCTION

Wet, murky conditions (not resulting from surface water runoff or ponding) in areas designated as the adsorption area. These conditions are typically accompanied by high grass and increased growth and strong sewage odors and significant algae growth in the warmer months. In the winter, these areas do not freeze and the area is typically spongy and soft, nor does snow accumulate in these areas. Information from homeowners such as frequent septic tank pumping or inability to pump a septic tank due to backflow from the absorption area also indicates an apparent malfunction.

AUTHORITY

Towamencin Municipal Authority.

AUTHORIZED AGENT

A certified Sewage Enforcement Officer, Code Enforcement Officer, professional engineer, plumbing inspector, Township Manager or any other qualified or licensed person(s) who are delegated by the Township to function within specified limits as the agent(s) of the Township to carry out the provisions of this Part 3.

BOARD

The Board of Supervisors, Towamencin Township, Montgomery County, Pennsylvania.

CODE ENFORCEMENT OFFICER (CEO)

An individual employed by the Township to administer and enforce other ordinances in the Township.

COMMUNITY SEWAGE SYSTEM

Any system, whether publicly or privately owned, for the collection of sewage from two or more lots and the treatment and/or disposal of the sewage on one or more lots or at any other site.

DEPARTMENT

The Department of Environmental Protection of the Commonwealth of Pennsylvania (DEP).

EQUIVALENT DWELLING UNIT (EDU)

In the case of a residential use in the amount of sewage deemed to be generated by one single-family dwelling unit and in the case of nonresidential uses, a flow of 200 gallons of sewage per day at the property's water meter.

GRAY WATER

Domestically generated liquid wastes, including kitchen and laundry wastes and water softener backwash.

HOLDING TANK

A watertight receptacle which receives and retains sewage and is designed and constructed to facilitate ultimate disposal of the sewage at another site. Holding tanks shall be restricted to that type in which sewage is conveyed to it by a water-carrying system.

INDIVIDUAL SYSTEM

A system of piping, tanks or other facilities collecting and/or disposing of sewage in whole or in part into the soil or into any waters of this commonwealth.

MAINTENANCE

The pumping of a septic tank, cesspool or dry well; the cleaning, pumping and/or leveling of a distribution box; the removal of trees or growth affecting the operation of an on-site disposal system; the diversion of surface water away from an on-site disposal system; and the reduction of flow from the structure being served (i.e., the installation of water conservation devices).

MALFUNCTION

The condition which occurs when an on-lot sewage disposal system discharges sewage onto the surface of the ground, into groundwaters of this commonwealth or into surface waters of this commonwealth, backs up into a building connected to the system or otherwise causes a nuisance, hazard to the public health or pollution of ground or surface water or contamination of public or private drinking water wells. Systems shall be considered to be malfunctioning if any of the conditions noted above occur for any length of time during any period of the year.

MCDH

Acronym for the Montgomery County Department of Health, the local agency in the County of Montgomery responsible for enforcing the rules and regulations of the PADEP regarding sewage facilities, Pennsylvania Code Title 25, Chapters 71, 72, and 73, promulgated thereunder.

NEW SYSTEM

The installation of an on-site disposal system on a property where a system has not previously existed, or the installation of a larger on-site system in conjunction with the expanded use of an existing structure. It does not include replacement systems installed on properties with existing on-lot systems where rehabilitation and repair efforts are required to correct an existing malfunction.

OFFICIAL SEWAGE FACILITIES ACT 537 PLAN

The comprehensive plan for the provision of adequate sewage disposal systems, adopted by the Township and approved by the Pennsylvania Department of Environmental Protection on March 22, 1988, as amended.

ON-SITE SEWAGE DISPOSAL SYSTEM

Any system for disposal of sewage involving pretreatment and subsequent disposal of the clarified sewage into the soil for final treatment and disposal, including both individual sewage systems and community sewage systems.

PERSON

Any individual, association, public or private corporation for profit or not for profit, partnership, firm, trust, estate, department, board, bureau or agency of the commonwealth, political subdivision, municipality, district, authority or any other legal entity whatsoever which is recognized by law as the subject of rights and duties. Whenever used in any clause prescribing and imposing a penalty or imposing a fine or imprisonment, the term "person" shall include the members of an association, partnership or firm and the officers of any local agency or municipal, public or private corporation for profit or not for profit.

POSSIBLE MALFUNCTION

The property owner points to one area where the adsorption area is supposedly located, but problems are evident in other areas of the property; evidence of previous repair or extension of a system or piles of recently placed soil and/or dirt in the vicinity of where the adsorption area is located; installation of a garden, shrubs or trees in the vicinity of where the absorption area is located; or inability to distinguish gray water discharge from the absorption area malfunction. A system subject to improperly routed runoff or drainage, which may be affecting performance, is also considered a possible malfunction.

REHABILITATION or REPAIR

Work done to modify, alter or repair an existing on-lot sewage disposal system or individual components thereof. Enlargement of the total absorption area, as long as flows from the structure being served are unchanged or reduced, are also included.

REPLACEMENT AREA

A portion of a lot or a developed property, sized to allow the installation of a subsurface sewage disposal area, which is reserved to allow that new installation in the event of the malfunction of the originally installed on-site sewage disposal system.

REPLACEMENT SYSTEM

An on-site sewage disposal system which replaces a previously installed on-site system which cannot be repaired or rehabilitated to a condition acceptable to the Township's SEO.

SEWAGE

Any substance that contains any of the waste products or excrement or other discharge from the bodies of human beings or animals and any noxious or deleterious substances being harmful or inimical to the public health, to animal or aquatic life or to the use of water for domestic water supply or for recreation or which constitutes pollution under the Act of June 22, 1937 (P.L. 1987, No. 394), known as the "Clean Streams Law," as amended.[1]

SEWAGE ENFORCEMENT OFFICER (SEO)

The Montgomery County Department of Health official who issues and reviews permit applications and conducts such investigations and inspections as are necessary to implement Chapter 71 (Administration of Sewage Facilities Planning Program) and Chapter 73 (Standards for Sewage Disposal Facilities).[2]

SUBDIVISION

The division or redivision of a lot, tract or other parcel of land into two or more lots, tracts, parcels or other divisions of land, including changes in existing lot lines. The enumerating of lots shall include as a lot that portion of the original tract or tracts remaining after other lots have been subdivided therefrom.

TOWNSHIP

Towamencin Township, Montgomery County, Pennsylvania.

WATERS OF THIS COMMONWEALTH

Rivers, streams, creeks, rivulets, impoundments, ditches, watercourses, storm sewers, lakes, dammed water, ponds, springs and all other bodies or channels of conveyance of surface and underground water or any of their parts, whether natural or artificial, within or on the boundaries of this commonwealth.

[1] *Editor's Note: See 35 P.S. § 691.1 et seq.*

[2] *Editor's Note: See 25 Pa. Code Chapters 71 and 73, Standards for onlot Sewage Treatment Facilities.*

B. All definitions included in Act 537 and the Clean Streams Law[3] are hereby incorporated into this Part 3.

[3] *Editor's Note: See 35 P.S. § 691.1 et seq.*

§ 127-79. Applicability.

From the effective date of this Part 3, its provisions shall apply to all existing on-site disposal systems, as well as all new systems proposed within the Township.

§ 127-80. Registration of systems.

A. All properties which have existing on-site systems shall be registered with the Township.

B. All new systems shall be required to file a registration form with the Township and pay the appropriate registration fee prior to the issuance of a use and occupancy permit for the use of the structure being served by the on-site system.

§ 127-81. Initial maintenance and inspection activities.

A. The Township's authorized agent shall have the right to enter upon all lands in the Township for the purpose of conducting the inspection activities outlined herein.

B. The following procedure shall be utilized in pumping and inspecting an on-lot disposal system utilizing a septic tank as a primary unit. Aerobic systems may not need to be pumped but shall be inspected by a qualified person to determine that they are in good working order.

(1) Locate the septic tank and the absorption areas (tile field trenches, seepage pits, elevated sand mound, etc.).

(2) Locate the septic tank cleanout manhole and excavate around the cover to prevent soil from falling into the tank when the cover is removed. The owner shall be responsible to have the cleanout manhole excavated, whether by the sewage hauler or otherwise.

(3) Remove cleanout manhole cover. Break up scum in the tank and pump out a portion of the material in the tank. The inspection port over the baffle shall not be pumped out as this may damage the baffle and will not permit the tank contents to be thoroughly mixed for pumping.

(4) Reinject the pumped liquid back into the tank to further break up the scum and mix the sludge at the bottom of the tank with the liquid. Pump out the mixed material.

(5) Repeat Subsection **B(4)** until the tank is pumped out, i.e., sludge and scum removed.

(6) Inspect the empty tank for cracks, leaks, deterioration and missing baffles. The tank shall not be entered for the purpose of inspection. A mirror and light may be helpful to see inside the tank. Note any problems with the tank. Acid or chemical cleaner shall not be used in the tank.

(7) Replace the manhole cover carefully and securely.

(8) If the cleanout manhole is buried deeper than a foot, risers shall be installed over the cleanout manhole and inspection port to facilitate future cleaning and inspection. The riser cleanout manhole should be 24 inches in diameter.

(9) Backfill over the cover or around the riser.

(10) Make a visual inspection of the disposal area for seepage, breakouts, etc., and note any problems.

(11) Inform the property owner of any problems encountered with any of the components of the system and, if possible, suggest corrective measures.

(12) Clean up any spillage. Dispose of the septage at any PADEP-approved disposal site.

C. The Township's designated agent shall, within 10 days after completing each inspection required by Subsection **B**, issue a written report to the Township and the owner of the property inspected. The report shall include the findings of the inspection and make recommendations for the maintenance and/or rehabilitation or repair of the on-site system. Such recommendations may include requiring the property owner to retain a private SEO or consultant to further evaluate the system and develop a program to correct the malfunction. The program to correct the malfunction may include a proposal to construct a replacement on-site system, provided that the proposed system meets the requirements as promulgated by the PADEP.

D. All owners of on-site systems with gray water discharges to the ground surface shall correct such discharges and route the gray water into the treatment tank (i.e., septic tank or, if applicable, cesspool or dry well). The owner shall notify the MCDH SEO when the work is completed, and the SEO shall inspect the property and file a report with the Township no earlier than three months and no later than six months from the date of notification.

E. Any on-lot sewage disposal system may be inspected by the Township's authorized agent at any reasonable time as of the effective date of this Part 3. The inspection may include a physical tour of the property; the taking of samples from surface water, wells and other groundwater sources; the sampling of the contents of the sewage disposal system itself; and/or the introduction of a traceable substance into the interior plumbing of the structure served to ascertain the path and ultimate destination of wastewater generated in the structure. A written report shall be furnished to the owner of each property inspected, and a copy of said report shall be maintained in the Township records. The written report shall be issued within 10 days following the inspection.

F. All on-site systems in the Township shall be inspected at least once every four years.

§ 127-82. Operation and maintenance.

A. No person shall operate and maintain an on-site sewage disposal system in such a manner that it malfunctions. All gray water shall be discharged to a treatment tank. No system shall discharge untreated or partially treated sewage to the surface of the ground or into the waters of the commonwealth unless a permit to discharge has been obtained from the Department.

B. Only sewage which does not contain the following shall be discharged into any on-lot sewage disposal system.

(1) Industrial waste.

(2) Automobile oil and other nondomestic oil.

(3) Toxic or hazardous substances or chemicals, including but not limited to pesticides, disinfectants, acids, paints, paint thinners, herbicides, gasoline and other solvents.

(4) Clean surfacewater or groundwater, including water from roof or cellar drains, springs, basement sump pumps and french drains.

C. Any person owning a building served by an on-lot sewage disposal system that contains a septic tank, or a cesspool/dry well, shall have the septic tank or cesspool/dry well pumped by a pumper/hauler at a minimum of every four years. The septic tank pumping shall be done in the presence of the Township's SEO. Immediately following this pumping, the SEO shall inspect the baffles of the septic tank. The method of this inspection shall be determined by the SEO. This inspection may require that a portion of the septic tank be exposed. If excavation is necessary to accomplish the inspection, the excavation

shall be done by the property owner prior to the inspection. If deemed necessary by the SEO, the distribution box, if one is present, shall be excavated and remain excavated until inspection has been completed by the SEO. Receipts from the pumper/hauler shall be submitted by the property owner or tenant to the Township within 30 days of the receipt of the invoice from the hauler.

D. The required pumping frequency may be increased at the discretion of the authorized agent if the septic tank is undersized, if solids buildup in the tank is above average, if the hydraulic load on the system increases significantly above average, if a garbage grinder is used in the building, if the system malfunctions or for other good cause shown. In addition, the Township reserves the right to modify the pumping frequency on a case-by-case basis for those individuals and properties that see significantly lower-than-normal flows, where in which a longer pump-out schedule may be appropriate. Property owners who submit a written statement to the Township that no more than two people reside on the property may be switched to a five-year pump-out cycle at the Township's discretion.

E. Any person owning a property served by a septic tank shall submit, with each required pumping receipt, a written statement from the pumper/hauler or from any other qualified individual acceptable to the Township that the baffles in the septic tank have been inspected and found to be in good working order. Any person whose septic tank baffles are determined to require repair or replacement shall first contact the MCDH SEO for approval of the necessary repair.

F. Any person owning a building served by an on-site sewage disposal system which contains an aerobic treatment tank shall follow the operation and maintenance recommendations of the equipment manufacturer. A copy of the manufacturer's recommendations and a copy of the service agreement shall be submitted to and remain on file with the Township and MCDH. Thereafter, service receipts shall be submitted to the Township at the intervals specified by the manufacturer's recommendations. In no case may the service or pumping intervals for aerobic treatment tanks exceed those required for septic tanks.

G. Any person owning a building utilizing a cesspool or dry well which is the receiving unit for solids shall have that system pumped according to the schedule prescribed for septic tanks. As an alternative to this scheduled pumping of the cesspool or dry well, the owner may secure a sewage permit from the MCDH SEO for a septic tank to be installed preceding the cesspool or dry well. For a system consisting of a cesspool or dry well preceded by an approved septic tank, only the septic tank must be pumped at the prescribed interval.

H. The Township may require additional maintenance activity as needed, including but not necessarily limited to cleaning and unclogging of piping; servicing and repair of mechanical equipment; leveling of distribution boxes, tanks and lines; removal of obstructing roots or trees; and the diversion of surface water away from the disposal area, etc.

§ 127-83. System rehabilitation, repair and replacement.

A. Should the MCDH SEO, or the independent SEO/consultant retained by the property owner, with the approval of the MCDH, indicate that it is not possible to repair or modify the system to comply with the Department's standards for on-site sewage disposal systems, then the property owner shall be required to have a replacement on-site sewage disposal system designed for the property. Said design shall conform to current regulations as promulgated by the Pennsylvania Department of Environmental Protection. This design may include the typical on-site sewage disposal system for an approved alternate on-site sewage disposal system.

B. The MCDH SEO shall have the authority to require the repair, rehabilitation or replacement of any malfunction by the following methods: cleaning, repair or replacement of components of the existing

system, adding capacity or otherwise altering or replacing the system's treatment tank, expanding the existing disposal area, replacing the existing disposal area, replacing a gravity distribution system with a pressurized system or other alternatives as appropriate for the specific site, including use of the reservation areas as required for new systems in § **127-86G** of this Part **3**.

C. In lieu of or in combination with the remedies described in Subsection **B**, the MCDH SEO may require the installation of water conservation equipment and the institution of water conservation practices in structures served. Water-using devices and appliances in the structure may be required to be retrofitted with water-saving appurtenances, or they may be required to be replaced by water-conserving devices and appliances. Wastewater generation in the structure may also be reduced by requiring changes in water usage patterns in the structure served. The use of laundry facilities may be limited to one load per day or discontinued altogether.

D. Should none of the repair, rehabilitation or replacement efforts described herein be totally effective in eliminating the malfunction of an existing on-site sewage disposal system, the property owner shall be required to install a sealed holding tank. This holding tank shall be sized by the MCDH SEO. The property owner shall have the holding tank pumped out as required under § **127-82G**.

E. Should none of the repair or rehabilitation efforts described herein be totally effective in eliminating the malfunction of an existing on-site sewage disposal system, a property owner whose property abuts or fronts an existing public sewer shall be required to connect to said public sewer at the property owner's sole expense.

F. Should more than 50% of the property owners in a particular drainage area, as set forth in Exhibit A,[1] petition the Board of Supervisors to install public sewers, then the Board may authorize the design of the public sewer system which shall be dependent upon the location of the drainage area and its proximity to any existing public sanitary sewers.

[1] *Editor's Note: Exhibit A, On-Lot Disposal System Drainage Area Map, is on file in the Township offices.*

§ 127-84. Holding tanks.

A. No holding tank shall be installed or used for the disposal of sewage until a permit for such tank shall be obtained from the MCDH SEO. Property owners shall submit to the SEO for approval plans showing the size, shape, location and type of material used in the fabrication of the holding tank and the details of its construction prior to the issuance of the permit. At the time of application for such permit, the following shall be submitted:

(1) A letter from the Authority or other disposal site agreeing to receive sewage from the applicant.

(2) A copy of the contract between the applicant and the sewage hauler providing for the pumping of such holding tank on a regular basis, with the contract being irrevocable for a period of not less than one year.

(3) A covenant, executed by the applicant, to be recorded running with the land binding the successors entitled to observe the duties required under this Part.

B. No truck used in the removal of sewage for disposal shall exceed a capacity of 3,000 gallons, and no removal of sewage from a holding tank shall occur before the hour of 7:00 a.m. or after 7:00 p.m. prevailing time, except in the case of an emergency.

C. The Authority and the Township are hereby empowered to adopt from time to time rules and regulations governing the disposal of sewage from holding tanks. Such rules and regulations are and

shall be a part of this Part 3, and the violations of such rules and regulations shall be in violation of this Part 3.

D. The owner of a property that utilizes a holding tank shall maintain the holding tank in conformance with the rules and regulations adopted by the Authority, the Township, MCDH, PADEP.

E. The holding tank shall have as a minimum the following construction standards:

(1) Tank capacity. The minimum capacity allowed shall be equal to either the daily flow times the longest interval, in days between collection plus one day of additional capacity, or three days' capacity, whichever is greater; provided, however, that the minimum tank capacity shall be at least 1,000 gallons for each equivalent dwelling unit (EDU).

(2) Level indicator. An indicator to show the sewage depth will be required. Also, a warning device using a light and sound device shall be installed within the proposed property to be activated when a tank is 75% full.

(3) Withdrawal facilities. The tank shall be designed so that it can be completely pumped out.

(4) Venting. The tank shall be designed with a vent to the atmosphere. If odor problems occur, it will be the property owner's responsibility to install the necessary filter system within 30 days after written notice from the Township.

(5) All holding tanks shall be located so that the sewage pump will have easy access to withdrawal facilities during all seasons of the year.

§ 127-85. Failure to complete required work; liens.

The Township, upon written notice from the MCDH SEO that an imminent health hazard exists due to failure of a property owner to maintain, repair, rehabilitate or replace any on-site systems as provided under the terms of this Part 3, shall have the authority to perform, or contract to have performed, the work established by the SEO. The property owner shall be charged for the work performed, and if necessary, a lien shall be entered therefor in accordance with law.

§ 127-86. Permit required; prohibited acts.

A. No person shall install, construct or request bid proposals for construction or alter an on-site system or construct or request bid proposals for construction or install or occupy any building or structure for which an on-site system is to be installed without first obtaining a permit indicating that the site and the plans and specifications of such system are in compliance with the provisions of the Pennsylvania Sewage Facilities Act, the standards adopted pursuant to the Act and this Part 3. Maintenance of an on-site system is specifically excluded from this requirement; rehabilitation, repair and/or replacement activities require a permit.

B. No system or structure designed for on-site sewage disposal or for rehabilitation, repair or replacement to an existing on-site system shall be covered from view until approval to cover the same has been given by the MCDH SEO. If 72 hours have elapsed, except Sundays and holidays, since the SEO issuing the permit received notification of completion of the construction or the rehabilitation, repair or replacement, the applicant may cover said system or structure, unless permission has been specifically refused by the SEO.

C.

Applicants for on-site system permits shall notify the MCDH SEO of the schedule for construction or rehabilitation, repair or replacement so that inspection(s), in addition to the final inspection required by Act 537, may be scheduled and performed by the SEO.

D. No building or occupancy permit shall be issued by the Township or its Code Enforcement Officer for a new building which will utilize an on-site system until a valid sewage permit has been obtained from the MCDH SEO.

E. No building or occupancy permit shall be issued and no work shall begin on any alteration or conversion of any existing structure served by an on-site system, if said alteration or conversion will result in the increase or potential increase in sewage flows from the structure, until the Code Enforcement Officer and the structure's owner receive from the MCDH SEO either a permit for alteration or replacement of the existing on-site sewage disposal system or written notification that such a permit will not be required. The SEO shall determine whether the proposed alteration or conversion of the structure will result in increased sewage flows.

F. Sewage permits may be issued only by the MCDH SEO employed by the county for that express purpose.

G. In addition to the Act 537 requirements and the standards adopted pursuant to that Act, the following additional requirements pertain to new systems in the Township:

(1) The permitting of a new system shall provide for the testing, identification and reservation of an area of each lot or developed property suitable for the installation of a replacement on-lot sewage disposal system. This requirement is in addition to the testing, identification and reservation of an area for the primary sewage disposal system. No permit shall be issued for any proposed new systems on any newly created or subdivision property in the Township unless and until a replacement area is satisfactorily tested, satisfactorily identified and reserved. No building permit will be issued for structures on a property until the replacement area has passed all tests required by the Township.

(2) All structures served by new systems shall be required to install water conservation devices and fixtures meeting the minimum criteria as set forth by the Delaware River Basin Commission.

(3) All new systems and replacements shall meet MCDH and PADEP criteria in addition to the Township's requirements.

H. It shall be a requirement that all individuals selling property that are not making use of a public sewer (being served by an on-site facility) shall, through the owner and/or his agent, deliver a copy of this Part 3 to any purchaser. Any violation of this requirement shall be considered a violation of this Part 3 and subject to the penalties set forth hereinafter.

§ 127-87. Disposal of septage.

A. All septage originating within the Township shall be disposed of at sites or facilities approved by the PADEP. Approved sites or facilities shall include the following: septage treatment facilities, wastewater treatment plants, composting sites and approved farmlands.

B. Septage of pumper/haulers operating within the Township shall operate in a manner consistent with the provisions of the Pennsylvania Solid Waste Management Act (Act 97 of 1980, 35 P.S. §§ 6018.101 to 6018.1003, as amended).

§ 127-88. Administration and fees.

A. The Township shall fully utilize those powers it possesses through enabling statutes and ordinances to effect the purposes of this Part 3.

B. The Township shall employ qualified individuals to carry out the provisions of this Part 3. Those employees shall include a certified SEO, a Code Enforcement Officer, Township Engineer, Township Manager, Public Works Director or other persons or firms as necessary to carry out the provisions of this Part 3.

C. All permits, records, reports, files and other written material relating to the installation, operation and maintenance and malfunction of on-site sewage disposal systems in the Township shall become the property of the Township. Existing and future records shall be available for public inspection during required business hours at the official municipal office. All records pertaining to sewage permits, building permits, occupancy permits and all other aspects of the Township sewage management program shall be made available, upon request, for inspection by representatives of the PADEP.

D. The Township Board shall establish a fee schedule, and subsequently collect fees, to cover the cost to the Township of administering this program. Such fees shall be established in the Township's annual fee schedule resolution.

§ 127-89. Appeals.

A. Appeals from decisions of the Township or its authorized agents under this Part 3 shall be made to the Board of Supervisors, in writing, within 30 days from the date of the decision in question.

B. The appellant shall be entitled to a hearing before the Board of Supervisors at its next regularly scheduled meeting, if the appeal is received at least 14 days prior to the meeting. If the appeal is received within 14 days of the next regularly scheduled meeting, the appeal shall be heard at the subsequent meeting. The Township shall thereafter affirm, modify or reverse the aforesaid decision. The hearing may be postponed for a good cause shown by the appellant or the Township. Additional evidence may be introduced at the hearing, provided that it is submitted with the written notice of appeal.

C. A decision shall be rendered, in writing, within 30 days of the date of the hearing. If a decision is not rendered within 30 days, the release sought by the appellant shall be deemed granted.

§ 127-90. Violations and penalties.

Any person failing to comply with any provisions of this Part 3 shall be subject to a fine of not less than $100 and costs, and not more than $1,000 and costs, or in default thereof shall be confined in the county jail for a period of not more than 30 days. Each day of noncompliance shall constitute a separate offense.

APPENDIX M

Water Quality Management Permits (Plant and Pump Stations)

1. Water Quality Management Permit No. 4687464 – Skippack Creek Interceptor, Rittenhouse Road Pumping Station and Force Main, Date Issued November 16, 1987

2. Water Quality Management Permit No. 4619403 – Towamencin Municipal Authority Wastewater Treatment Plant, Date Issued July 1, 2019

3. Water Quality Management Permit No. PERMIT NOT FOUND BY PADEP - Hollis Hills Pumping Station and Force Main

4. Water Quality Management Permit No. 4676422 - Milestone Pumping Station and Force Main, Date Issued, December 6, 1976

5. National Pollutant Discharge Elimination System (NPDES) Permit No. PA0039004 Permit Effective Date: September 1, 2014

6. Water Quality Management Permit List for Sanitary Sewer System (Two Pages)

FILE : 1CT 004 (NCE)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES

1875 New Hope Street
Norristown, PA 19401
215 270-1975

November 16, 1987

Upper Gwynedd-Towamencin Municipal Authority
2225 Kriebel Road
Lansdale, PA 19446

Attention: Kenneth F. Finger
Chairman

Re: Sewerage Permit No. 4687464
Skippack Creek Interceptor,
Pump Station and Force Main
Towamencin and Lower Salford Townships
Montgomery County

Gentlemen:

Referenced permit is enclosed.

Please study the permit carefully and direct any questions to the Permits Section of this office.

Very truly yours,

Joseph A. Feola

JOSEPH A. FEOLA
Regional Water Quality Manager

JAF:RR:bjo

Enclosures: Permit
Standard Conditions Relating to Sewerage
Standard Conditions Relating to Erosion Control

cc: Thomas E. Whittle
David E. McKee
Permits & Compliance
Re 30 (3P1)225.1

R-BWQ-15-Rev. 11/85

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES
BUREAU OF WATER QUALITY MANAGEMENT

WATER QUALITY MANAGEMENT PERMIT NO. 4687464

A. PERMITTEE: (Name and Address)

Upper Gwynedd-Towamencin
Municipal Authority
2225 Kriebel Road
Lansdale, PA 19446

B. PROJECT LOCATION

Municipality: Towamencin & Lower Salford Townships
County: Montgomery

C. TYPE OF FACILITY (For industrial wastes: type of establishment)

Sanitary Sewer and Pump Station

D. NAME OF PLANT, AREA SERVED, OUTFALL NO., ETC.

Skippack Creek Interceptor/Pump Station

E. THIS PERMIT APPROVES:

1. Plans For Construction Of:
   a. [X] Pump Stations: Sewers and Appurtenances
   b. [ ] Sewage Treatment Facilities
   c. [ ] Industrial Wastes Treatment Facilities
   d. [ ] Injection Well
   e. [ ] Outfall & Headwall
   f. [X] Stream Crossing
   g. [ ] Impoundment

2. The Discharge Of: a. [ ] Treated N/A b. [ ] Untreated c. [ ] Sewage d. [ ] Industrial Wastes

3. Discharge To:
   a. [ ] Surface Water N/A
   b. [ ] Ground Water
   Name of Stream to which discharged or drainage area in which groundwater discharge takes place or impoundment is located.

4. Preparedness, Prevention, Contingency (PPC) Plan [ ] N/A

5. An Erosion and Sedimentation Control Plan [X]
   Project Area is <10 Acres

F. THIS APPROVAL IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. ALL CONSTRUCTION, OPERATIONS, PROCEDURES AND DISCHARGE SHALL BE IN ACCORDANCE WITH APPLICATION NO. 4687464 DATED 4/13/87 ITS SUPPORTING DOCUMENTATION, AND AMENDMENTS DATED 7/29/87 and 8/20/87. SUCH APPLICATION, ITS SUPPORTING DOCUMENTATION AND AMENDMENTS ARE HEREBY MADE A PART OF THIS PERMIT.

2. CONDITIONS NUMBERED 1 thru 7, 9, 13, 14, 16 thru 18, 20 thru 22 OF THE Sewerage STANDARD CONDITIONS DATED 09/02/83 AND CONDITIONS NUMBERED 1 through 12 OF THE EROSION CONTROL STANDARD CONDITIONS DATED 1985 WHICH CONDITIONS ARE ATTACHED AND MADE PART OF THIS PERMIT.

3. SPECIAL CONDITIONS DESIGNATED I, II, III, IV WHICH ARE ATTACHED AND ARE MADE A PART OF THIS PERMIT.

G. THE AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS:

1. IF THERE IS A CONFLICT BETWEEN THE APPLICATION ON ITS SUPPORTING DOCUMENTS AND AMENDMENTS AND THE STANDARD OR SPECIAL CONDITIONS, THE STANDARD OR SPECIAL CONDITIONS SHALL APPLY.

2. FAILURE TO COMPLY WITH THE RULES AND REGULATIONS OF THE DEPARTMENT OR WITH THE TERMS OR CONDITIONS OF THIS PERMIT SHALL VOID THE AUTHORITY GIVEN TO THE PERMITTEE BY THE ISSUANCE OF THE PERMIT.

3. THIS PERMIT IS ISSUED PURSUANT TO THE CLEAN STREAMS LAW, ACT OF JUNE 22, 1937, P.L. 1987 AS AMENDED 35 P.S. §691.1 ET SEQ. AND/OR THE DAM SAFETY AND ENCROACHMENTS ACT OF NOVEMBER 26, 1978, P.L. 1375, AS AMENDED, 32 P.S. §693.1 ET SEQ. ISSUANCE OF THIS PERMIT SHALL NOT RELIEVE THE PERMITTEE OF ANY RESPONSIBILITY UNDER ANY OTHER LAW.

PERMIT ISSUED

DATE Nov. 16, 1987

DEPARTMENT OF ENVIRONMENTAL RESOURCES

BY Joseph A. Feola

TITLE Joseph A. Feola
~~Regional Water Quality Manager~~

(3P2)225.1.1

Upper Gwynedd-Towamencin Municipal Authority
Sewerage Permit No. 4687464
Towamencin & Lower Salford Townships, Montgomery County

This permit is subject to the following Special Condition(s):

I. The stream bed shall not be used as a roadway for moving machinery from one site to another. Temporary stream crossings must be provided for equipment that must cross the stream during construction. Any structures are to be removed and the stream bed returned to its original condition when the project is completed.

Siltation control shall be provided for during construction and bank stabilization shall be undertaken by planting of grasses, shrubbery, or trees immediately after completion of each phase of the project.

II. When channel changes occur, the stream bed shall not exceed the original width and if a greater cross sectional area is required, an elevated flood plain must be put into use.

All material and debris removed from the stream bed shall be moved entirely out of the flood plain area.

III. A permit must be secured from the Pennsylvania Fish Commission in Harrisburg, if the use of explosives is required. The following P.F.C. Waterways Patrolman must be notified when the project is started, when explosives are to be used, and when the project is completed for final inspection:

Guy Bowersox
RD #1
Box 1147
Fleetwood, PA 19522
Telephone (215) 944-0273

IV. Since this is a stocked trout stream, no work is to be done between March 1 and June 15.

(3P1)225.1.2

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Towamencin Municipal Authority
JUL 5 2019

July 1, 2019

CERTIFIED MAIL NO. 7018 0040 0000 0097 9685
9590 9402 3852 8060 3803 01

Brent Wagner
Upper Gwynedd & Towamencin Municipal Authority
2225 Kriebel Road
Lansdale, PA 19446-5019

Re: WQM Permit - Sewage
Towamencin Municipal Authority STP
Permit No. 4619403
Authorization ID No. 1278221
Towamencin Township, Montgomery County

Dear Mr. Wagner:

Your Water Quality Management (WQM) permit is enclosed. You must comply with all Standard and Special Conditions attached to this Permit. Construction must be done in accordance with the permit application and all supporting documentation. Please review the permit conditions and the supporting documentation submitted with your application before starting construction.

Please note that you are responsible for securing all other required permits, approvals and/or registrations associated with the project, if applicable, under Chapters 102 (erosion and sedimentation control), 105 (stream obstructions and encroachments) and 106 (floodplains) of DEP's regulations. Construction may not proceed until all other required permits have been obtained.

Any person aggrieved by this action may appeal the action to the Environmental Hearing Board (Board), pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. § 7514, and the Administrative Agency Law, 2 Pa.C.S. Chapter 5A. The Board's address is:

Environmental Hearing Board
Rachel Carson State Office Building, Second Floor
400 Market Street
P.O. Box 8457
Harrisburg, PA 17105-8457

TDD users may contact the Environmental Hearing Board through the Pennsylvania Relay Service, 800-654-5984.

Appeals must be filed with the Board within 30 days of receipt of notice of this action unless the appropriate statute provides a different time. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

A Notice of Appeal form and the Board's rules of practice and procedure may be obtained online at http://ehb.courtapps.com or by contacting the Secretary to the Board at 717-787-3483. The Notice of Appeal form and the Board's rules are also available in braille and on audiotape from the Secretary to the Board.

IMPORTANT LEGAL RIGHTS ARE AT STAKE. YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD AT 717-787-3483 FOR MORE INFORMATION. YOU DO NOT NEED A LAWYER TO FILE A NOTICE OF APPEAL WITH THE BOARD.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST BE FILED WITH AND RECEIVED BY THE BOARD WITHIN 30 DAYS OF RECEIPT OF NOTICE OF THIS ACTION.

During construction or upon completing construction, please contact Vasantha Palakurti at 484-250-5198 or vpalakurti@pa.gov so that an inspection of the facilities may be conducted, at DEP's discretion.

Sincerely,

Sachin Shankar

for Thomas L. Magge
Environmental Program Manager
Clean Water Program

Enclosures

cc: McCorkle, Bursich Associates Inc.
Operations
File

3850-PM-BCW0015d 3/2016
Permit

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

PERMIT NO. 4619403

AMENDMENT NO. _____

APS ID. 990991

AUTH. ID. 1278221

WATER QUALITY MANAGEMENT PERMIT

A. PERMITTEE (Name and Address): CLIENT ID#: **52551** **Upper Gwynedd & Towamencin Municipal Authority** **2225 Kriebel Road** **Lansdale, PA 19446-5019**	B. PROJECT/FACILITY (Name): **Towamencin Municipal Authority STP** **Rag Compactor Installation**
C. LOCATION (Municipality, County): **Towamencin Township, Montgomery County**	SITE ID#: **451588**

D. This permit approves the modification of sewage facilities consisting of: the installation of Rag Compactor for the removal of rags that are accumulating in the sludge holding tank at the Towamencin Wastewater Treatment Plant.

Pump Stations: _____ Design Capacity: _____ GPM	Manure Storage: Volume: _____ MG Freeboard: _____ inches	Sewage Treatment Facility: Annual Average Flow: **6.5** MGD Design Hydraulic Capacity: **7.3** MGD Design Organic Capacity: **16,263** lb/day

E. APPROVAL GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING:

1. **Amendments:** All construction, operations and procedures shall be in accordance with the Water Quality Management Permit Amendment application dated **March 22, 2019.**
2. Permit Conditions Relating to Sewerage are attached and made part of this permit.

F. THE AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS:

1. If there is a conflict between the application or its supporting documents and amendments and the attached conditions, the attached conditions shall apply.
2. Failure to comply with the rules and regulations of DEP or with the terms or conditions of this permit shall void the authority given to the permittee by the issuance of this permit.
3. This permit is issued pursuant to the Clean Streams Law Act of June 22, 1937, P.L. 1987, as amended 35 P.S. §691.1 *et seq.* Issuance of this permit shall not relieve the permittee of any responsibility under any other law.

PERMIT ISSUED: July 1, 2019

BY: Sachin Shankar for

TITLE: Thomas L. Magge
Clean Water Program Manager
Southeast Regional Office

Permit No. 4619403

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF POINT AND NON-POINT SOURCE MANAGEMENT

PERMIT CONDITIONS RELATING TO SEWERAGE

For use in Water Quality Management Permits

(Check boxes that apply)

General

☒ 1. The Department of Environmental Protection (DEP) considers the licensed Professional Engineer whose seal is affixed to the design documents to be fully responsible for the adequacy of all aspects of the facility design.

☐ 2. The permittee shall adopt and enforce an ordinance requiring the abandonment of privies, cesspools or similar receptacles for human waste and onlot sewage disposal systems on the premises of occupied structures accessible to public sewers. All such structures must be connected to the public sewers.

☐ 3. The outfall sewer or drain shall be extended to the low water mark of the receiving body of water. Where necessary to ensure proper mixing and waste assimilation, an outfall sewer or drain may be extended with appurtenances below the low water mark and into the bed of a navigable stream provided that the permittee has secured an easement, right-of-way, license or lease from DEP in accordance with Section 15 of the Dam Safety and Encroachments Act, the Act of November 26, 1978, P.L. 1375, as amended.

☒ 4. The approval is specifically made contingent on the permittee acquiring all necessary property rights, by easement or otherwise, providing for the satisfactory construction, operation, maintenance and replacement of all sewers or sewerage structures in, along or across private property with full rights of ingress, egress and regress.

☒ 5. When construction of the approved sewerage facilities is completed and before they are placed in operation, the permittee shall notify DEP in writing so that a DEP representative may inspect the facilities.

☒ 6. The approval of the plans, and the authority granted in this permit, if not specifically extended, shall cease and be null and void 2 years from the issuance date of this permit unless construction or modification of the facilities covered by this permit has begun on or before the second anniversary of the permit date.

☒ 7. If, at any time, the sewerage facilities covered by this permit create a public nuisance, including but not limited to, causing malodors or causing environmental harm to waters of the Commonwealth, DEP may require the permittee to adopt appropriate remedial measures to abate the nuisance or harm.

☒ 8. If, after the issuance of this permit, DEP approves a municipal sewage facilities official plan or an amendment to an official plan under Act 537 (Pennsylvania Sewage Facilities Act, the Act of January 24, 1966, P.L. 1535 as amended) in which sewage from the herein approved facilities will be treated and disposed of at other planned facilities, the permittee shall, upon notification from the municipality or DEP, provide for the conveyance of its sewage to the planned facilities, abandon use and decommission the herein approved facilities including the proper disposal of solids, and notify DEP accordingly. The permittee shall adhere to schedules in the approved official plan, amendments to the plan, or other agreements between the permittee and municipality. This permit shall then, upon notice from DEP, terminate and become null and void and shall be relinquished to DEP.

☒ 9. This permit does not relieve the permittee of its obligations to comply with all federal, interstate, state or local laws, ordinances and regulations applicable to the sewerage facilities.

☒ 10. This permit does not give any real or personal property rights or grant any exclusive privileges, nor shall it be construed to grant or confirm any right, easement or interest in, on, to or over any lands which belong to the Commonwealth.

☒ 11. The authority granted by this permit is subject to all effluent requirements, monitoring requirements and other conditions as set forth in the NPDES Permit and all subsequent amendments and renewals. No discharge is authorized from these facilities unless approved by an NPDES Permit.

Construction

☒ 12. This permit is issued under the authorization of The Clean Streams Law and 25 Pa. Code Chapter 91. The permittee shall obtain all necessary permits, approvals and/or registrations under 25 Pa. Code Chapters 102, 105 and 106 prior to commencing construction of the facilities authorized by this permit, as applicable. The permittee should contact the DEP office that issued this permit if there are any questions concerning the applicability of additional permits.

☒ 13. The facilities shall be constructed under the supervision of a Pennsylvania licensed Professional Engineer in accordance with the approved reports, plans and specifications.

☒ 14. A Pennsylvania licensed Professional Engineer shall certify that construction of the permitted facilities was completed in accordance with the application and design plans submitted to DEP, using the "Post Construction Certification" form (3800-PM-WSFR0179a). It is the permittee's responsibility to ensure that a Professional Engineer is on-site to provide the necessary oversight and/or inspections to certify the facilities. The certification must be submitted to DEP before the facility is placed in operation. As-built drawings, photographs (if available) and a description of all deviations from the application and design plans must be submitted to DEP within 30 days of certification.

☐ 15. Manhole inverts shall be formed to facilitate the flow of the sewage and to prevent the stranding of sewage solids. The manhole structure shall be built to prevent undue infiltration, entrance of street wash or grit and provide safe access to facilitate manhole maintenance activities.

☒ 16. The local Waterways Conservation Officer of the Pennsylvania Fish and Boat Commission (PFBC) shall be notified when the construction of any stream crossing and/or outfall is started and completed. A written permit must be secured from the PFBC if the use of explosives in any waterways is required and the permittee shall notify the local Waterways Conservation Officer when explosives are to be used.

Operation and Maintenance

☒ 17. The permittee shall maintain records of "as-built" plans showing all the treatment facilities as actually constructed together with facility operation and maintenance (O&M) manuals and any other relevant information that may be required. Upon request, the "as-built" plans and O&M manuals shall be filed with DEP.

☐ 18. The sewers shall have adequate foundation support as soil conditions require. Trenches shall be back-filled to ensure that sewers will have proper structural stability, with minimum settling and adequate protection against breakage. Concrete used in connection with these sewers shall be protected from damage by water, freezing, drying or other harmful conditions until cured.

☐ 19. Stormwater from roofs, foundation drains, basement drains or other sources shall not be admitted directly to the sanitary sewers.

☐ 20. The approved sewers shall be maintained in good condition, kept free of deposits by flushing or other cleaning methods and repaired when necessary.

☒ 21. The sewerage facilities shall be properly operated and maintained to perform as designed.

☒ 22. The attention of the permittee is called to the highly explosive nature of certain gases generated by the digestion of sewage solids when these gases are mixed in proper proportions with air and to the highly toxic character of certain gases arising from such digestion or from sewage in poorly ventilated compartments or sewers. Therefore, at all places throughout the sewerage facilities where hazard of fire, explosion or danger from toxic gases may occur, the permittee shall post conspicuous permanent and legible warnings. The permittee shall instruct all employees concerning the aforesaid hazards, first aid and emergency methods of meeting such hazards and shall make all necessary equipment and material accessible.

☒ 23. An operator certified in accordance with the Water and Wastewater Systems Operator Certification Act of February 21, 2002, 63 P.S. §§1001, *et seq.* shall operate the sewage treatment plant.

☒ 24. The permittee shall properly control any industrial waste discharged into its sewerage system by regulating the rate and quality of such discharge, requiring necessary pretreatment and excluding industrial waste, if necessary, to protect the integrity or operation of the permittee's sewerage system.

☒ 25. There shall be no physical connection between a public water supply system and a sewer or appurtenance to it which would permit the passage of any sewage or polluted water into the potable water supply. No water pipe shall pass through or come in contact with any part of a sewer manhole.

☒ 26. All connections to the approved sanitary sewers must be in accordance with the official Act 537 Plan and, if applicable, a corrective action plan as contained in the approved Title 25 Pa. Code Chapter 94 Municipal Wasteload Management Annual Report.

☒ 27. Collected screenings, slurries, sludge and other solids shall be handled and disposed of in compliance with Title 25 Pa. Code Chapters 271, 273, 275, 283 and 285 (related to permits and requirements for land filling, land application, incineration and storage of sewage sludge), Federal Regulations 40 CFR 257 and the Federal Clean Water Act and its amendments.

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF ENVIRONMENTAL RESOURCES
1875 New Hope Street
Norristown, Pennsylvania 19401
215 631-2405

December 6, 1976

Upper Gwynedd-Towamencin Municipal Authority
2225 Kriebel Road
Lansdale, PA 19446

RE: Sewerage Permit 4467S422
The Korman Corporation
U. Gwynedd-Towamencin Municipal Authorit
Towamencin Township, Montgomery County

Attention: H. Warren Dimmig
Chairman

Gentlemen:

Above referenced permit is enclosed.

Please study the permit carefully and direct any questions to the Facilities Section of this office.

To become operative this permit must be recorded in the Office of the Recorder of Deeds in the county in which the discharge is located. Enclosed is a certificate and pre-addressed envelope for this purpose. Please have the Recorder of Deeds accomplis the certificate and return it within ten (10) days.

Very truly yours,

C.T. Beechwood
Regional Sanitary Engineer

Enclosures: Permit
Standard Conditions Relating to Sewerage
Standard Conditions Relating to Erosion Control
Recorder of Deeds Certificate with envelope
Notary Public Certificate

CC: Program Services Section, Water Quality Management
30 day hold
Regional File
Herbert Metz, Inc.
The Korman Corporation
Waterways Patrolman, Montgomery County and Pa. Fish Comm.
CTB/JAR/mc/lm

EXHIBIT "D"

(PWQ-15) Rev 9/73

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES
BUREAU OF WATER QUALITY MANAGEMENT

WATER QUALITY MANAGEMENT PERMIT

NO. 4676422

A. PERMITTEE (Name and Address)

Upper Gwynedd-Towamencin Municipal Authority
2225 Kriebel Road
Lansdale, PA 19446

B. PROJECT LOCATION

Municipality: Towamencin Township
County: Montgomery County

C. TYPE OF FACILITY OR ESTABLISHMENT

sanitary sewer extension

D. NAME OF MINE, OPERATION OR AREA SER

The Korman Corporation - 69 dwelling uni

E. THIS PERMIT APPROVES

1. Plans For Construction of

a. [X] SEWERS AND APPURTENANCES
b. [ ] SEWAGE TREATMENT FACILITIES
c. [ ] MINE DRAINAGE TREATMENT FACILITIES
d. [ ] INDUSTRIAL WASTE TREATMENT FACILITIES
e. [ ] OUTFALL & HEADWALL
f. [X] STREAM CROSSING

2. The Discharge of: N/A

a. [ ] TREATED
[ ] UNTREATED
b. [ ] INDUSTRIAL WASTE
[ ] MINE DRAINAGE
[ ] SEWAGE

3. The Operation of: N/A

[ ] MINE
MAXIMUM AREA TO BE OPERATED _____
[ ] DAM

4. An Erosion and Sedimentation Control Plan [X]
PROJECT AREA IS 62 ACRES

5. Nature of Discharge or Impoundment: N/A

[ ] DISCHARGE TO SURFACE WATER [ ] DISCHARGE TO GROUND WAT
[ ] IMPOUNDMENT

(Name of Stream to which discharge or drainage area on which ground water discharge takes place or impoundment is located).

F. You are hereby authorized to construct, operate or discharge, as indicated above, provided that you comply with the following:

1. All representations regarding operations, construction, maintenance and closing procedures as well as all other matters set forth in your application and its supporting documents (Application No. 4676422 dated September 15, 1976), and amendments dated 10/13,22,26/76, 11/10,22/76
Such application, it's supporting documents and amendments are hereby made a part of this permit.
2. Conditions numbered 1 thru 9, 11 thru 14, 21, 22, 30 and 31, 32, 33 of the Sewerage Standard Conditions dated 1972
which conditions are attached hereto and are made a part of this permit.
3. Special condition(s) designated This permit is also subject to the Standard
which are attached hereto and are made a part of this permit Conditions Relating to Erosion Control

G. The Authority granted by this permit is subject to the following further qualifications: (1973)

1. If there is a conflict between the application or its supporting documents and amendments and the standard or special conditions, the standard or special conditions shall apply.
2. Failure to comply with the Rules and Regulations of the Department or the terms or conditions of this permit shall void the authority given to the permittee by the issuance of the permit.
3. This permit is issued pursuant to the Clean Streams Law, The Act of June 22, 1937, P.L. 1987 as amended and/or the Water Obstruction Act of June 25, 1913, P.L. 555 as amended.
Issuance of this permit shall not relieve the permittee of any responsibility under any other law.
This permit must be recorded in the Recorder of Deeds Office in Montgomery County.

PERMIT ISSUED
DEPARTMENT OF ENVIRONMENTAL RESOURCES

DATE 12-6-76 BY C.T.D., Jr.

EXHIBIT "D"

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF POINT AND NON-POINT SOURCE MANAGEMENT

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

AUTHORIZATION TO DISCHARGE UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM DISCHARGE REQUIREMENTS FOR PUBLICLY OWNED TREATMENT WORKS (POTWs)

NPDES PERMIT NO: PA0039004

In compliance with the provisions of the Clean Water Act, 33 U.S.C. Section 1251 *et seq.* ("the Act") and Pennsylvania's Clean Streams Law, as amended, 35 P.S. Section 691.1 *et seq.*,

Upper Gwynedd-Towamencin Municipal Authority
2225 Kriebel Road
Lansdale, PA 19446

is authorized to discharge from a facility known as **Upper Gwynedd Towamencin STP**, located in **Towamencin Township, Montgomery County**, to **Unnamed Tributary to Towamencin Creek and Towamencin Creek** in Watershed(s) **3-E** in accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts A, B and C hereof.

THIS PERMIT SHALL BECOME EFFECTIVE ON **SEPTEMBER 1, 2014**

THIS PERMIT SHALL EXPIRE AT MIDNIGHT ON **AUGUST 31, 2019**

The authority granted by this permit is subject to the following further qualifications:

1. If there is a conflict between the application, its supporting documents and/or amendments and the terms and conditions of this permit, the terms and conditions shall apply.

2. Failure to comply with the terms, conditions or effluent limitations of this permit is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application. (40 CFR 122.41(a))

3. A complete application for renewal of this permit, or notice of intent to cease discharging by the expiration date, must be submitted to DEP at least 180 days prior to the above expiration date (unless permission has been granted by DEP for submission at a later date), using the appropriate NPDES permit application form. (40 CFR 122.41(b), 122.21(d))

   In the event that a timely and complete application for renewal has been submitted and DEP is unable, through no fault of the permittee, to reissue the permit before the above expiration date, the terms and conditions of this permit, including submission of the Discharge Monitoring Reports (DMRs), will be automatically continued and will remain fully effective and enforceable against the discharger until DEP takes final action on the pending permit application. (25 Pa. Code 92a.7(b), (c))

4. This NPDES permit does not constitute authorization to construct or make modifications to wastewater treatment facilities necessary to meet the terms and conditions of this permit.

DATE PERMIT ISSUED August 7, 2014

ISSUED BY /s/
Jenifer L. Fields, P.E.
Clean Water Program Manager
Southeast Regional Office

Permit No. PA0039004

PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS

I. A. For Outfall 001 , **Latitude** 40° 13' 46.00" , **Longitude** 75° 21' 6.00" , **River Mile Index** 2.0 , **Stream Code** 01066

Receiving Waters: Towamencin Creek

Type of Effluent: Treated Sewage from Upper-Gwynedd Towamencin STP

1. The permittee is authorized to discharge during the period from September 1, 2014 through August 31, 2019.

2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements and Footnotes).

Parameter	Effluent Limitations						Monitoring Requirements	
	Mass Units (lbs/day) [1]		Concentrations (mg/L)				Minimum [2] Measurement Frequency	Required Sample Type
	Average Monthly	Daily Maximum	Minimum	Average Monthly	Daily Maximum	Instant. Maximum		
Flow (MGD)	Report	Report	XXX	XXX	XXX	XXX	Continuous	Recorded
pH (S.U.)	XXX	XXX	6.0 Inst Min	XXX	XXX	9.0	1/day	Grab
Dissolved Oxygen	XXX	XXX	6.0	XXX	XXX	XXX	1/day	Grab
Total Residual Chlorine	XXX	XXX	XXX	0.014	XXX	0.047	1/day	Grab
CBOD5 Influent	Report	XXX	XXX	Report	XXX	XXX	3/week	24-Hr Composite
CBOD5 May 1 - Oct 31	540	815 Wkly Avg	XXX	10	15 Wkly Avg	20	3/week	24-Hr Composite
CBOD5 Nov 1 - Apr 30	1,085	1,625 Wkly Avg	XXX	20	30 Wkly Avg	40	3/week	24-Hr Composite
BOD5 Influent	Report	XXX	XXX	Report	XXX	XXX	2/month	24-Hr Composite
Total Suspended Solids Influent	Report	XXX	XXX	Report	XXX	XXX	3/week	24-Hr Composite

Towamencin Municipal Authority Water Quality Management Permits
Copies of Permits Available Upon Request

December, 2022

4672414 – Expansion of Existing 1 MGD WWTP to 2.17 MGD

4674402 – Sanitary extension to serve industrial site along Wambold from Detwiler

4675424 – Sanitary sewer to serve development at Keeler Road and Allentown Road

4676422 – Sanitary sewer serving Korman Homes between Morris and Valley Forge Roads, including Milestone Pump Station

4676424 – William Nash Subdivision, connecting at Conestoga Lane

4677404 – Country Meadows at Tomlinson and Reinert Roads

4677415 – Sanitary sewer to serve Wentz Church Road and Morris Road

4678414 – Hunter Villa, Sumneytown Pike and Green Lane Road

4678437 – Sanitary sewer extension to the northeast corner of Keeler and Quarry Roads

4678444 – Ralph's Supermarket

4678455 – Brookside Farms

4687418 – Morris Valley Farms

4679414 – Rolling Meadows Estates

4679446 – Sanitary extension for 20 unit development (Troxel / Allentown)

4679469 – Sanitary sewer extension to Troxel and Snyder Roads

4679470 – Sanitary sewer extension along Sumneytown Pike

4680417 – Grist Mill (Phase 1)

4680423 – Dintenfuss Estates (Forge Gate Apts)

4680447 – Dock Woods Community (2 Phases)

4681402 – Hunter Hill Drive

4681452 – Sanitary sewer extension to Fretz and Allentown Roads

Towamencin Municipal Authority Water Quality Management Permits
Copies of Permits Available Upon Request

December, 2022

4681461 – Towamencin Village, Phases 1 through 3

4682422 – Sanitary sewer for Delp and Detwiler Roads

4682438 – Sanitary Sewer for Troxel and Snyder Roads

4683409 – Dock Acres

4683420 – LinPro (Wood Hollow)

4684407 – Heyser, Pheasant Hill Way (16 Lots)

4685410 – Koffel Project (19 Residential Units)

4685436 – 2 Lot subdivision one mile southeast of Kriebel Road and the PA Turnpike

4685455 – Philadelphia Suburban Development Corp.

4687464 – Skippack Creek Interceptor

4693417 – Towamencin Creek Interceptor 1

4600413 – Towamencin Creek Interceptor 2

P765S13 – Trunk line UT to MH No. 201, Trunk line UT-6 to MH No. 30, T Trunk line

Hollis Hills Pump Station WQM (Not Available)

APPENDIX N

Intermunicipal Agreement – Lower Salford Township

UPPER GWYNEDD TOWAMENCIN
UGTMA
MUNICIPAL AUTHORITY

September 2, 1994

Lower Salford Township Authority
ATTN: Bob Bieler
P. O. Box 243
Harleysville, PA 19438

RE: MODIFICATION AGREEMENT

Dear Bob:

Enclosed is an executed copy of the Modification Agreement among Towamencin Township, Upper Gwynedd-Towamencin Municipal Authority, Lower Salford Township Authority, and Lower Salford Township in modification of the September 18, 1989 Transportation and Treatment Capacity Agreement. By copy of this letter, executed copies are also being sent to Lower Salford Township and Towamencin Township. We have retained an executed copy for our files.

Sincerely,

John Marcarelli
Executive Director

JM/cd

Enclosure

cc: Lower Salford Township (w/enclosure)
Towamencin Township (w/enclosure)
R. Kerns, UGTMA Solicitor (w/copy)
S. Maxwell, LSTA Solicitor (w/copy)

[lr1328]

2225 KRIEBEL ROAD • LANSDALE, PENNSYLVANIA • 19446
PHONE (215) 855-8165 FAX (215) 855-2375

004070794

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT ("hereinafter Modification") is made on this 24th day of August, 1994, by and among **TOWAMENCIN TOWNSHIP** (hereinafter "Township"), **THE UPPER GWYNEDD-TOWAMENCIN MUNICIPAL AUTHORITY** (hereinafter "Authority"), **LOWER SALFORD TOWNSHIP AUTHORITY** (hereinafter "LSTA") and **LOWER SALFORD TOWNSHIP** (hereinafter "LST").

BASIS OF AGREEMENT

A. On September 18, 1989, the parties to this Modification entered into a Transportation and Treatment Capacity Agreement (hereinafter "Agreement").

B. The Agreement provided for LSTA to purchase up to 500,000 gallons of capacity in Township's sewage collection system (hereinafter "Collection System") and Authority's Skippack Creek Pumping Station (hereinafter "Pumping Station") and sanitary sewage treatment plant (hereinafter "Treatment Plant").

C. In accordance with the Agreement, LSTA has paid for 150,000 gallons per day of capacity in the Collection System, Pumping Station and Treatment Plant.

D. LSTA intends to construct its own sanitary sewage treatment plant (hereinafter "New Plant"), but it is in need of purchasing additional capacity in the Collection System, Pumping Station and Treatment Plant on a temporary basis.

E. Township and Authority have agreed to sell additional capacity to LSTA on the terms and conditions set forth in this Modification.

F. All parties agree that to the extent that the Agreement contains terms and conditions which are inconsistent with this Modification, the terms and conditions of the Agreement must be modified.

NOW, THEREFORE, for the consideration set forth in this Modification and intending to be legally bound hereby, the parties mutually promise and agree as follows:

1. Purchase of Capacity - Township and Authority agree to sell and LSTA agrees to purchase 100,000 gallons per day of temporary additional capacity in Township's Collection System and Authority's Pumping Station and Treatment Plant for a minimum term of two (2) years and a maximum term of six (6) years from the date of this Modification. LSTA's right to use this temporary additional capacity shall terminate with the immediate secession of flows greater than the monthly average daily flow and daily peak flow which LSTA has purchased pursuant to the Agreement or this Modification upon the sooner of: a) six (6) years from the date of this Modification or b) six (6) months after Authority receives written notice from LSTA that LSTA is making its last semi-annual payment pursuant to this Modification.

2. Option to Purchase Capacity - In the event LSTA is not able to construct its New Plant within five (5) years and nine (9) months from the date of this Modification, LSTA shall have ninety (90) days thereafter within which to advise Authority and Township of the amount of additional capacity in the Collection

System, Pumping Station and Treatment Plant LSTA desires to purchase on a permanent basis. LSTA shall have the right, but not the obligation, to purchase up to 350,000 gallons (1,250 EDUs) on a permanent basis at the Township's then-current connection fee and Authority's then-current tapping fee if such capacity is available. All semi-annual payments made for temporary additional capacity shall be credited against the purchase price for permanent additional capacity. The provisions of this Paragraph shall constitute LSTA's sole right to purchase additional permanent capacity and shall render paragraphs 2A and 2B of the Agreement null and void and without further force and effect.

3. Previous Excess Flows - UGTMA contends that LSTA has, from time to time in the past, exceeded the flows to which LSTA is entitled pursuant to the Agreement. UGTMA asserts that there were overages in May and November of 1990, December of 1991, June, November and December of 1992 and January, March, April, September, November, and December of 1993 and January of 1994 resulting in excess flows of 32,127,000 gallons. In settlement of all claims relating to these excess flows, LSTA agrees to pay Authority the per diem per gallon charge subsequently set forth in this Modification for each of the aforesaid gallons of excess flow. LSTA further agrees to pay Authority the per diem per gallon charge for each gallon of excess flow generated between February 1, 1994 and the date of execution of this Agreement by all parties.

4. Excess Flows - LSTA shall be entitled to discharge monthly average daily flows of 250,000 gallons and shall be permitted to discharge daily peak flows of 750,000 gallons per day. Upon termination of its right to use temporary additional capacity pursuant to this Modification, LSTA shall be entitled to discharge monthly average daily flows equal to the amount of gallons it has permanently purchased and shall be permitted to discharge daily peak flows of three times the amount of capacity permanently purchased. Flows greater than this shall be deemed excess and subject to the per diem charge per gallon subsequently set forth in this Modification. Should excess flows result in any calendar month, LSTA shall pay the greater of:

A. The total amount calculated by adding the per diem per gallon charges for each day in the month in which there was excess peak flow; or

B. The total amount calculated by multiplying the number of gallons by which average daily flow was exceeded by the number of days in the month and further multiplying this result by the per diem charge per gallon.

5. Calculation of Charges - The charges which LSTA shall or may be required to pay to Authority shall be calculated as follows:

A. Per Diem Per Gallon Charge

Township Connection Fee	$ 856.00 per EDU
Authority Tapping Fee	3,450.00 per EDU

Total	$4,306.00 per EDU
Estimated Life of Plant	20 years
Number of Gallons per EDU	280
Days per Year	365

$4,306.00 ÷ 20 ÷ 280 ÷ 365 = $.0021 per diem per gallon charge

B. Annual Capacity Charge:

Per Diem per Gallon Charge	$.0021
Temporary Additional Capacity Purchased	100,000 gallons
Days per Year	365

.0021 X 100,000 X 365 = $76,650.00 annual capacity charge

C. Treatment and Pump Station Charges as set forth in Section 7 of the Agreement.

6. Payment of Charges - LSTA agrees to pay Authority or Township, as appropriate, the following charges at the times set forth below:

A. Annual Capacity Charge - LSTA agrees to pay the annual capacity charge in semi-annual installments, the first such payment to be made upon execution of this Modification, with subsequent payments to be made at six month intervals thereafter.

B. Per diem per Gallon Charges:

(i) Past Excess Flows - Upon execution of this Modification, LSTA agrees to pay $67,466.70 (32,127,000 X $.0021 = $67,466.70) for excess flows through January, 1994;

(ii) Current Excess Flows - Within ninety (90) days following the execution of this Modification, LSTA agrees to pay the per diem per gallon charge for each gallon of excess flow

generated between February of 1994 and the date of this Modification.

C. Future per diem per Gallon Charges for Excess Flows, Treatment and Pump Station Charges - LSTA agrees to pay per diem per gallon charges for excess flows and normal treatment and pump station charges pursuant to the current schedule as invoiced by Township. LSTA agrees to act upon these bills at the first meeting subsequent to receipt of invoices from Township (hereinafter "due date").

7. Guaranteed Revenue - Subject to the provisions of Paragraph 1 of this Modification, LSTA agrees that its annual capacity charges shall be paid for a minimum of two years regardless of the amount of flow actually discharged. In addition and regardless of the amount of flow actually discharged, LSTA agrees to pay Authority, for a term of two (2) years, a guaranteed minimum treatment and pump station charge calculated as if flows average 150,000 gallons per day. Should actual flows exceed 150,000 gallons per day, the guaranteed minimum will not apply and charges will be calculated based upon the actual flow discharged.

8. Payment Guarantee - LSTA agrees to enter into a Tri-Party Agreement with its Trustee, Harleysville National Bank, and Authority to set aside $76,650 in order to guarantee payment of the annual capacity charges required by this Agreement. The Agreement shall provide, inter alia, that if LSTA shall fail to make a semi-annual capacity payment, within thirty (30) days of

its due date, Authority shall receive payment from the Trustee by submitting a letter, signed by Authority's Chairman, that LSTA has failed to make the payment required by this Modification. LSTA must immediately replace in the fund set aside any sum paid to Authority by Trustee.

9. Prior Inconsistencies - Except to the extent that they are inconsistent herewith, all terms and conditions of the Agreement are hereby ratified and confirmed. The parties agree, as a result of this Modification, that the following Paragraphs of the Agreement are hereby deemed null and void: Paragraphs 2A, 2B and 2C, Paragraph 3, Paragraph 4, Paragraph 5 and Paragraph 8. In addition, the last sentence of the definition of the word "Capacity" appearing on page 2, in Section 1 of the Agreement is hereby deleted and deemed null and void.

10. Integration and Applicable Law - This Modification and the Agreement contain the entire understanding between the parties and there are no agreements, recitations, warranties, oral or written, in existence which are separate and apart the from the Agreement or this Modification. This Modification shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, and it shall be binding upon the successors and assigns of the parties hereto.

11. Effective Date and Counterparts - This Modification shall be effective as of the day and year first above written, which shall be the date of the meeting at which the last subscribing party executes this document. This Modification may

be executed in two or more counterparts, each of which shall be deemed an original and be effective as an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused the due execution and attestation hereof by their respective duly authorized officers.

TOWAMENCIN TOWNSHIP

Attest: _____ By: _____

UPPER GWYNEDD-TOWAMENCIN MUNICIPAL AUTHORITY

Attest: _____ By: _____

LOWER SALFORD TOWNSHIP

Attest: _____ By: _____

LOWER SALFORD TOWNSHIP AUTHORITY

Attest: _____ By: _____

jsm080889

TRANSPORTATION AND TREATMENT CAPACITY AGREEMENT

THIS AGREEMENT, made this 16th day of September, 1989 between TOWAMENCIN TOWNSHIP (hereinafter "Township"), the UPPER GWYNEDD-TOWAMENCIN MUNICIPAL AUTHORITY (hereinafter "Authority"), LOWER SALFORD TOWNSHIP AUTHORITY (hereinafter "LSTA") and LOWER SALFORD TOWNSHIP (hereinafter "LST");

W I T N E S S E T H :

WHEREAS, Township is a body corporate and politic, organized and existing under the provisions of the second-class township code, and leases from Authority a sanitary sewer collection system and appurtenances thereto; and

WHEREAS, Authority is a municipal corporation, organized and existing under the provisions of the Pennsylvania Municipality Authorities Act, which owns and operates a sanitary sewage treatment plant and Skippack Creek Pumping Station located within Township; and

WHEREAS, LSTA is a municipal corporation organized and existing under the provisions of the Pennsylvania Municipality Authorities Act which desires to purchase transportation and treatment capacity in the collection system, treatment plant and Skippack Creek Pumping Station located within Township; and

WHEREAS, LST is a body corporate and politic, organized and existing in accordance with the provisions of the second-class

township code, which is responsible for enacting Ordinances and Resolutions relating to the method in which sanitary sewer service will be provided within LST to LSTA customers; and

WHEREAS, LSTA is desirous of connecting to Township's collection system and obtaining capacity in Authority's plant; and

WHEREAS, the parties are desirous of setting forth the terms and conditions under which LSTA will purchase transportation and treatment capacity from Township and Authority.

NOW, THEREFORE, in consideration of the premises contained herein, and intending to be legally bound hereby, the parties agree as follows:

SECTION 1 - DEFINITIONS

Average Daily Flow means the arithmetic mean of daily flow measurements taken over a calendar month.

Capacity means the amount of sewage flow available for use by LSTA in the collection system leased by Township and the Plant owned and operated by Authority. Capacity shall be measured by using a three (3) month maximum running average.

Collection System means the entire system of sewer pipes and all related facilities within the jurisdiction of each party referred to which are designed, constructed and used to transport Domestic Sewage and/or Industrial Waste (collectively herein called "Sewage") to the Plant.

Consulting Engineer means an engineer or engineering firm, registered and qualified to pass on sewage engineering

08/08/89

questions, employed from time to time by the party to whom reference is made in connection with such term.

Domestic Sewage means sewage waste consisting of the normal, water-carried, household and toilet waste from residences, business buildings and institutions.

Equivalent Dwelling Units (EDU) - Two Hundred and Eighty (280) gallons per day of sewage flow and BOD and suspended solid levels not exceeding two hundred and fifty (250) mg/l.

Operations, Maintenance and Administration Charges means, in respect of a particular period of time, all costs and expenses necessarily incurred by Authority in connection with the operation, administration, and maintenance of the Skippack Creek Pumping Station and the metering facility constructed for the purpose of measuring flows from the LSTA system to the Township system which are properly chargeable thereto under sound municipal accounting practices.

Plant means the Sanitary Sewage Treatment Plant owned and operated by Authority located within Township from which LSTA desires to purchase capacity.

Sewage means a substance that contains the waste products or excrement or other discharge from the bodies of human beings or animals and noxious or deleterious substances being harmful or inimical to the public health, or to animal or aquatic life, or to the use of water for domestic water supply or for recreation, or which constitutes pollution under the Clean Streams Law.

08/08/89

Skippack Creek Pumping Station means a recently constructed facility located at the intersection of Rittenhouse and Old Forty Foot Roads in Township which receives and subsequently transports sewage through Township's collection system to Authority's Plant.

SECTION 2 - PURCHASE OF CAPACITY

A. Subject to the terms and conditions set forth herein, Township and Authority hereby agree to sell and LSTA agrees to purchase 500,000 gallons per day of capacity (1,786 EDU's) in Township's collection system and Authority's Skippack Creek Pumping Station and Treatment Plant. It is understood that capacity is not guaranteed by the Authority until such time as the appropriate payment is made. It is anticipated that capacity will be drawn down by Lower Salford on an EDU basis as follows:

(i) Five Hundred and Thirty-six (536) EDU's immediately upon execution of this Agreement;

(ii) An additional Five Hundred and Thirty-five (535) EDU's within two years of the date of this Agreement;

(iii) An additional Seven Hundred and Fifteen (715) EDU's within ten years of the date of this Agreement.

B. LSTA agrees to provide Township and Authority with at least thirty (30) days written notice prior to its intention to draw down EDU's under this Agreement. The rights of LSTA to purchase capacity under this Agreement shall expire when the first of the following events shall occur:

08/08/89

(i) The expiration of ten years from the date of this Agreement;

(ii) Sixty (60) days after receiving written notice from Authority that three months' maximum running average flows at the Plant have reached 5.5 m.g.d. LSTA will forfeit the right to purchase capacity under this Agreement as to any EDU's for which payment has not been made prior to the occurrence of either of the aforesaid events.

C. The parties recognize that certain weather conditions will influence flows into the system. LSTA shall be entitled to the same relative increase in flows, ie., the same ratio of wet weather to average daily dry weather flows, as experienced by the Treatment Plant. Peak flows from the LSTA system in excess of the ratio will not be permitted.

SECTION 3 - PAYMENT OF PURCHASE PRICE

LSTA agrees to pay Township a connection fee of Nine Hundred and Twenty Dollars ($920.00) for each EDU of capacity purchased. LSTA agrees to pay Authority a capital contribution of Three Thousand Nine Hundred Dollars ($3,900.00) for each EDU of capacity purchased. Payment for 536 EDU's shall be made to Township and Authority within ninety (90) days following DER 537 Plan approval and issuance of the permit authorizing the tie-in. Payment for the additional EDU's contemplated by this Agreement shall be made within sixty (60) days after LSTA provides Township and Authority with written notice of LSTA's intention to purchase same.

SECTION 4 - ADJUSTMENT OF PURCHASE PRICE

Because LSTA is not immediately paying in full for the capacity it is purchasing pursuant to this Agreement, Township and Authority have the right to adjust the purchase price to LSTA to an amount equal to the connection fee or capital contribution being charged to residents of Township. Township and Authority agree to provide sixty (60) days written notice to LSTA of the date on which the purchase price will be adjusted. Upon receipt of notice, and prior to the price adjustment date, LSTA shall have the option to pay for some or all of the EDU's at the price in effect prior to the purchase price adjustment date. Any EDU's for which no payment has been made on or before the tenth anniversary date of this Agreement or sixty (60) days after receiving notification from the Authority that three month maximum running average flows at the Plant have reached 5.5 m.g.d., whichever occurs first, shall be forfeited.

SECTION 5 - LSTA CONNECTION

Township, Authority and LSTA agree that LSTA shall be permitted to connect to Township's Collection System at a point adjacent to LSTA's Mainland Pumping Station. Township and Authority agree to provide, at no cost to LSTA, those easements or rights-of-way necessary to allow the LSTA connection. LSTA agrees to provide Township and Authority Engineers with Plans for the proposed connection which shall be subject to said Engineers' approval, which shall not be unreasonably withheld.

08/08/89

SECTION 6 - MEASURING FLOWS

The parties agree that sewage flows will be measured by a sewage flow meter, with recording and totalizing elements, which along with appropriate sampling devices, will be installed at or near any point of LSTA's connection to Township's system. The meter, meter pit and meter chamber shall be designed, constructed and installed by LSTA, at its sole expense, subject to Township and Authority Engineers' approval, which shall not be unreasonably withheld. Authority will obtain certifications and calibrations of the meter. The Authority will operate and maintain the meter. LSTA has the right to inspect the meter pit at all times, and Authority will provide copies of flow charts to LSTA.

The parties agree that the flow metering device will be maintained in a satisfactory state of repair at all times in order to ensure that an accurate record of the flow from the LSTA's collection system is maintained. Authority will cause the meter to be calibrated annually, or as reasonably necessary to maintain the accuracy of the meter, by a person or firm capable of certifying the meter calibration in question. A copy of the certified calibration report shall be provided to Township and LSTA. The costs of operating and maintaining the meter pit and metering device, including the costs of calibration, shall be borne solely by LSTA.

In the event of a malfunction of any meter, the parties will agree upon an estimated flow during the period of

08/08/89

malfunction. All meter readings will be adjusted, as agreed by the parties, based upon rainfall data and peaking factors.

SECTION 7 - TREATMENT AND PUMP STATION CHARGES

LSTA agrees to pay Authority treatment charges equal to the non-residential sewer rental rate in effect, from time to time, in Township. The current rate is Two Dollars ($2.00) per thousand gallons of flow. In addition, LSTA agrees to pay Authority a pro-rata cost of the operation and maintenance charges of the Skippack Creek Pump Station. LSTA's costs shall be determined by multiplying the actual operations and maintenance costs by a fraction where the LSTA flow is the numerator and the total flow to the pumping station is the denominator.

SECTION 8 - EXCESS FLOWS

LSTA shall be permitted to discharge Average Daily Flows equal to the number of EDU's for which connection fees and capital contributions have been paid. If LSTA Average Daily Flows reach ninety percent (90%) of the capacity for which it has paid, LSTA agrees to either purchase additional capacity pursuant to this Agreement, under take negotiations to purchase additional capacity, submit a plan for inflow/infiltration identification and reduction (if conditions dictate) or submit a Plan indicating how the balance of capacity will be utilized to assure Township and Authority that the LSTA capacity will not be exceeded.

In the event LSTA exceeds its permissible Average Daily Flow due to inflow and infiltration problems which could be cost

08/08/89

effectively resolved but for the refusal of LSTA to do so, and the parties cannot agree to an alternate method of resolving the excessive flow problem, UGTMA shall have the right to either (a) undertake the required repairs and invoice LSTA for the cost of same; or (b) assess LSTA additional capital contribution and connection fees for the number of EDU's by which LSTA exceeds its permissible capacity.

SECTION 9 - COLLECTION SYSTEM

The design, location and area of service of each party's Collection System shall remain and be wholly within its own discretion and control. Each party agrees that it will operate its Collection System continuously in compliance with all present or future laws and governmental regulations, will maintain the same in a state of good repair, and will make all renewals, replacements and ordinary improvements necessary to maintain adequate service.

SECTION 10 - ENACTMENT OF ORDINANCES, RESOLUTIONS AND REGULATIONS

LST agrees that it will enact an Ordinance which contains provisions at least as stringent as Township Ordinance 84.6 and subsequent updates thereto relating to sewage pretreatment, sewage surcharges, prohibition of the discharge of certain substances into the Collection System, and prohibition of the discharge of any sewage prohibited by any regulation of the Pennsylvania Department of Environmental Resources, the United States Environmental Protection Agency or any applicable state, federal or other regulatory body. LST and LSTA agree that

08/08/89

Authority shall be delegated enforcement ability with regard to enforcement of sewage pretreatment matters and shall be permitted to bill any strength surcharges directly to LSTA customers discharging to the system tributary to Authority's Treatment Plant.

LST and Township agree that they will adopt appropriate Amendments to their respective 537 Plans to allow for the acquisition of capacity by LSTA contemplated by this Agreement. LST agrees to provide Authority with copies of all Planning Modules approved by LST which will result in the discharge of flows to Authority's Treatment Plant. LSTA agrees to provide Authority with copies of all sewer connection permit which will result in the discharge of flows to Authority's Treatment Plant. All parties agree to adopt those Regulations and Resolutions which are required to give effect to the terms and conditions of this Agreement. Prior to submitting any 537 Plan Amendments, Revisions or Supplements which will affect the physical facilities tributary to the interconnection with Township's system to DER, LST agrees to provide same to Township and Authority for their review and comment.

SECTION 11 - EXAMINATION OF RECORDS AND FACILITIES

The physical facilities of the interconnection and the Authority's records of the operation of same shall be open and available at all reasonable times to LST and LSTA as well as to its agents, employees and representatives. Each party may examine and inspect the other's facilities and records relating to the interconnection, and Authority may make periodic tests and

08/08/89

measurements of sewage quality and flow in and from the LSTA Collection System tributary to the interconnection. Each party shall provide any relevant information requested by the other party.

SECTION 12 - ARBITRATION

Any disputes arising under this Agreement in connection with the construction or interpretation of the Agreement or the performance or breach of any term or condition of this Agreement may be submitted to arbitration by either party filing a written demand with the other party and with the President Judge of the Court of Common Pleas of Montgomery County. The President Judge, upon the request of either party, shall select one Arbitrator to hear and decide any said dispute or disputes. The decision of the Arbitrator shall be binding upon the parties. The Arbitrator's fees and costs shall be borne equally by each party. In the event the President Judge of the Common Pleas of Montgomery County refuses to appoint an Arbitrator, the parties agree to submit the matter to the American Arbitration Association for resolution in accordance with the Expedited Procedures of Construction Arbitration as set forth in the Construction Industry Arbitration Rules of the American Arbitration Association.

SECTION 13 - SEVERABILITY

Should any one or more of the provisions of this Agreement for any reason be held illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Agreement; and this Agreement shall in such

08/08/89

circumstances be construed and enforced as if such illegal or invalid provision had not been contained herein.

SECTION 14 - INTEGRATION

This Agreement contains the entire Agreement between the parties; there are no agreements, representations, warranties, oral or written, in existence which are separate and apart from this Agreement.

SECTION 15 - TERM OF AGREEMENT

This Agreement shall remain in effect for a period of one hundred (100) years from the date hereof, at which time it will renew itself for successive five (5) year periods. Either party to this Agreement may give notice of termination to the other party by providing written notice thereof at least six (6) months prior to the expiration of any then-current term of this Agreement.

SECTION 16 - COUNTERPARTS TO BE EFFECTIVE

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and be effective as an original, but all of which together shall constitute but one and the same instrument.

SECTION 17 - APPLICABLE LAW AND BINDING EFFECT

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, and it shall be binding upon the successors and assigns of the parties hereto.

08/08/89

SECTION 18 - AMENDMENTS

Any modifications to this Agreement must be in writing with duplicate originals being executed by all parties hereto.

SECTION 19 - EFFECTIVE DATE OF AGREEMENT

This Agreement shall be effective as of the day and year first above written, which shall be the date that the last subscribing party executes this document.

IN WITNESS WHEREOF, the parties hereto have caused the due execution and attestation hereof by their respective duly authorized officers.

TOWAMENCIN TOWNSHIP

By: _____

Attest: _____

UPPER GWYNEDD-TOWAMENCIN MUNICIPAL AUTHORITY

By: _____

Attest: _____

LOWER SALFORD TOWNSHIP

By: _____

Attest: _____

LOWER SALFORD TOWNSHIP AUTHORITY

By: _____

Attest: _____

08/08/89

APPENDIX O

Intermunicipal Agreement – Upper Gwynedd Township

RECEIVED
MAR 09 2015
GILMORE & ASSOCIATES, INC.
TRAPPE, PA

CUSTOMER SERVICE AGREEMENT BY AND BETWEEN TOWAMENCIN TOWNSHIP AND UPPER GWYNEDD TOWNSHIP

THIS CUSTOMER SERVICE AGREEMENT made and concluded this 2nd day of March, 2015, by and between **TOWAMENCIN TOWNSHIP,** Montgomery County, Pennsylvania ("Towamencin"), and **UPPER GWYNEDD TOWNSHIP,** Montgomery County, Pennsylvania ("Upper Gwynedd").

WHEREAS, the parties will finalize a "Withdrawal Agreement" agreement which will result in the withdrawal of Upper Gwynedd Township from the Upper Gwynedd Towamencin Municipal Authority ("UGTMA") and provide for the continued operation of the Treatment Plant and an associated interceptor known as the Kriebel Road Interceptor by and through Towamencin and/or its assigns. Also, by such Agreement, Upper Gwynedd will commit to a redirection of at least eighty-five (85) percent of the existing sewage flow from the UGTMA service area located in Upper Gwynedd Township to a sewage treatment plant owned and operated by Upper Gwynedd ("the Project"); and

WHEREAS, Towamencin and Upper Gwynedd have agreed that Upper Gwynedd shall become a bulk customer of Towamencin for sanitary sewer treatment until such time that aforementioned redirection of sewage flow to a sewage treatment plant other than the Towamencin wastewater collection and treatment facilities; and

WHEREAS, a portion of Upper Gwynedd flows may remain tributary to Towamencin after the redirection of sewage flow, and for such remaining flows Upper Gwynedd shall continue to be a bulk customer of Towamencin for sanitary sewer treatment; and

WHEREAS, the UGTMA and/or its assigns owns and operates a sanitary sewer system that provides sanitary sewer service to the public in Towamencin Township and a portion of Upper Gwynedd Township, Montgomery County, Pennsylvania; and

NOW, THEREFORE, in consideration of the mutual promise herein contained and intending to be legally bound hereby, the parties hereby agree as follows:

1. **Defined Terms.** The terms defined in this Section, whenever used or referred to in this Agreement, shall have the respective meanings indicated unless a different meaning clearly appears from the context.

(a) Annual Average Daily Flow (AADF) shall mean the total flow received at the Wastewater Treatment Plant or discharged from a development or Municipality during any one (1) calendar year, divided by the number of days in the respective calendar year.

(b) Authority shall mean the Upper Gwynedd Towamencin Municipal Authority (UGTMA).

(c) Capacity shall mean the quantity of Sewage Flow measured in the manner described herein or, as calculated in the manner approved by governmental bodies having jurisdiction, measured in GPD or MGD.

(d) Common Transportation Facilities shall mean any underground pipeline or pipelines, operated and maintained by the UGTMA and used, inter alia, for the transportation of Sewage, regardless of its concomitant use by Towamencin Township to collect Sewage within the Towamencin Township Sewage Collection System, now or hereafter used in common by the UGTMA and Towamencin Township for the transportation of Sewage.

(e) Commonwealth shall mean the Commonwealth of Pennsylvania.

(f) Corrective Action Plan (CAP) shall mean a Plan required to address the planning, design, financing, construction and operation of the Sewage Facilities that may be necessary to provide Capacity that will meet anticipated demands for a reasonable time in the future and resulting in a project that is consistent with this Agreement and applicable official Plans approved under the Pennsylvania Sewage Facilities Act (Act 537). A CAP shall include, but not be limited to setting forth steps to be taken by the contributing Municipality to prevent the Capacity from being exceeded, and a Schedule showing the dates each step toward the compliance with the Agreement shall be completed. If necessary, to address exceedance of the Capacity, it will include limitations on, and a program for control of, new connections to the Sewage Facilities. A CAP may include a projection of the anticipated flow reduction. Where flow reduction projections

are applicable, they shall be determined by Agreement of the Towamencin Township Engineer and the Upper Gwynedd Township Engineer. The Municipality will be required to provide data, as requested, to the Towamencin Township Engineer to assist in the determination of the flow reduction. Upon completion of elements of a CAP, a Municipality shall receive the flow reduction credit associated with the improvements, as listed in the CAP, and the Capacity shall be modified for planning purposes.

(g) DEP shall mean the Department of Environmental Protection of the Commonwealth of Pennsylvania.

(h) Fiscal Year shall mean the fiscal year of the applicable Municipality as provided by the laws of the Commonwealth which, unless otherwise stated, shall be a calendar year.

(i) GPD shall mean gallons of Sewage per day.

(j) Maximum Month Flow (MMF) shall mean the highest monthly flow during a calendar year.

(k) MGD shall mean millions of gallons of Sewage per day.

(l) Person or Persons means an individual, a partnership, an association, a corporation, a joint stock company, a trust, an unincorporated association, a governmental body, a political subdivision, a municipality, a municipality authority, or any other group or entity.

(m) Projected Flow shall mean:

(i) Projected Flow will be the calculated flow from developments with approved planning modules, either during or prior to construction. The Projected Flow is the sum of residential and non-residential flows for the development.

(ii) Residential flow projections will be based on flow per Equivalent Dwelling Unit ("EDU"). Typically, the residential per EDU AADF at the property will be 200 gallons per day (GPD) and 280 GPD wastewater flows with I/I at the WWTP. If deemed necessary by the Towamencin Township Engineer, the Municipality will determine specific AADF GPD/EDU rates for the proposed development. These rates will be backed up by water meter data and/or metered sewage flows (3 year history) from developments of a similar age and type of property usage or, if requested, by an

alternative method deemed suitable by Towamencin Township. The Residential per EDU AADF at the WWTP is 280 GPD.

(iii) Non-residential flow projections will be based on water consumption data (3 year history) from an existing similar facility. This data will be used to predict AADF for the proposed development at 200 GPD per EDU.

(n) Service Agreement shall mean this document and any amendments and/or supplements hereto.

(o) Sewage shall mean domestic sanitary sewage and/or industrial wastes as such phrases usually and customarily are used by sanitary engineers.

(p) Sewage Collection System shall mean the Sewage collection and transportation system facilities existing or hereafter to be acquired and/or constructed by each respective township, for use and operation by it, together with all appurtenant facilities and properties which have been acquired or hereafter shall be acquired in connection therewith, excluding the UGTMA Sewage Collection System and the Common Transportation Facilities.

2. **Mutual Cooperation**. Towamencin and Upper Gwynedd agree to cooperate with each other in the obtaining of any and all permits, approvals and authorizations from DEP and any other regulatory, municipal or governmental agency which now has or may have jurisdiction over any aspect of the Project, in the obtaining of any necessary Act 537 Plan amendments, and in the obtaining of any available grants or other funding advantageous to the Project.

3. **Permitting Costs**. Upper Gwynedd shall bear all costs associated with obtaining all permits, approvals and authorizations from DEP and any other regulatory, municipal or governmental agency which now has or may have jurisdiction over any aspect of this Agreement pertaining to the Project, except that Towamencin shall bear all costs associated with preparation of any Act 537 Plan required of it and approval thereof by DEP.

4. **Acceptance of Sewage Flow**. Towamencin shall accept all sanitary sewer flow from Upper Gwynedd's service area that is located in the previous UGTMA service area located within Upper Gwynedd Township until completion of the Project. As of the

execution of this Agreement, Upper Gwynedd represents that it provides service to 4,000 Equivalent Dwelling Units (EDUs). The parties agree that this number is based in part upon Merck usage of 48,335 GPDs and Lehigh Valley Diaries' usage of 141,659 GPDs (for the purpose of audit). Any new residential purchase capacity would automatically (without the use of the audit) be added to the agreed 4,000 number upon connection. After completion of the Project, Towamencin shall continue to accept all sanitary sewer flow from those portions of Upper Gwynedd's service area from which service flows will not be redirected pursuant to the Project. Upper Gwynedd will be permitted to serve additional physical connections or more intense uses subject to the payment of additional per EDU tapping fees, the payment of the applicable annual sewer rental per EDU, and allocation of additional flow credits from DEP per any CAP and Connection Management Plan. Each residential unit will represent one EDU. Non-residential units will represent the number of EDUs derived by dividing the anticipated annual average daily water use by 200 gallons per day. These numbers may be amended in the future. Increases in sanitary sewer flow are limited to 2% per year with a maximum future additional capacity limited to 300 EDUs.

In the event that Upper Gwynedd Township exceeds the flow limits set forth herein, Upper Gwynedd Township agrees to immediately prohibit any further connections as directed by PADEP to the system until such time as Upper Gwynedd Township, Towamencin Township, and the Pennsylvania Department of Environmental Protection agree and implement a Corrective Action Process and/or Connection Management Plan.

5. **Sewer Charges and Surcharges**.

(a) Prior to completion of the Project Upper Gwynedd shall pay to Towamencin, in consideration of the acceptance by Towamencin of sewage flow as provided in paragraph 4 hereinabove an annual sewer rental of $1,125,000.00, calculated as follows: 4,000 EDUs x $375.00 per EDU x a treatment factor of 0.75. The Treatment Factor of 0.75 adjusts the Towamencin rate to eliminate the portion of Towamencin's rate associated with the cost of wastewater collection services, which are not provided by Towamencin to Upper Gwynedd. This rental shall be increased on an EDU basis as additional EDUs of sewage flow are either assigned to a property by Upper Gwynedd in its sole discretion or are purchased by Upper Gwynedd.

This annual sewer rental shall be paid in quarterly installments in advance on January 15, April 15, July 15, and October 15. Upper Gwynedd will be entitled to a 2 percent discount, however, should Upper Gwynedd pay the total annual rental prior to April 30th of each year. The per-EDU rate used to calculate this annual sewer rental shall not be changed by Towamencin, without the prior written consent of the Upper Gwynedd until January 1, 2018.

Beginning on the date six (6) months from the date of this Agreement and continuing once annually thereafter, an audit of the number of EDU's in use in Upper Gwynedd will be performed with the resulting number to be applied to determine the correct rental charge. For the purposes of this audit, each independent living unit shall be one EDU and each 200 GPD of metered water consumption for a non-residential customer shall be considered one EDU for billing purposes.

(b) From and after completion of the Project, the aforesaid annual sewer rental shall be calculated by using the lowest per-EDU rate then charged by Towamencin to any of its residential customers, multiplied by the Treatment Factor of 0.75. Said annual sewer rental shall continue to be paid in quarterly installments in advance on January 15, April 15, July 15, and October 15. Upper Gwynedd will be entitled to a 2 percent discount, however, should Upper Gwynedd pay the total annual rental prior to April 30th of each year.

(c) Prior to completion of the Project, Upper Gwynedd will pay no surcharges for excessive flows. Following completion of the Project or upon abandonment of the Project by Upper Gwynedd, Upper Gwynedd will pay a surcharge if the average daily flow for a month exceeds 400 gallons per day per EDU times the number of EDUs that remain within the UGTMA Collection System. The surcharge on such excess will be two times the per thousand gallon rate then charged by Towamencin to its non-residential customers multiplied by the treatment factor of 0.75 for volume overage in a month. Said surcharge shall be paid by the 15th day of the month following the month for which a surcharge is due. For example, for a surcharge occurring in September, Towamencin would expect to provide a bill to Upper Gwynedd for this calculated amount in October with payment expected within thirty (30) days of the invoice.

(d) In the event that Upper Gwynedd chooses not to complete the Project, Upper Gwynedd agrees to pay a Capital Contribution for use by Towamencin Township for the completion of the expansion of the Kriebel Road Interceptor Facilities and an installation of up to three (3) MG of equalization at the Treatment Plant. Such expansion and equalization projects are to be designed and constructed to accommodate flows from Upper Gwynedd Township and Towamencin Township as anticipated by this Agreement. Such contribution shall be equal to fifty percent of the cost for such improvements with such sum not to exceed the amount of $6,791,000 (as adjusted over the life of the Agreement by an inflation factor using ENR Construction Costs Index). The date that this payment must be made will be based upon the schedule contained in the Authority's Corrective Action Plan as approved by DEP.

(e) Billing Disputes. If Upper Gwynedd disputes a bill in good faith, Upper Gwynedd must, on or before the bill due date, (a) pay the undisputed portion of the bill, and (b) notify Towamencin in writing of the basis for the dispute. If the dispute is regarding meter accuracy, a meter test will be performed by the R. G. Malden Company or any other qualified firm acceptable to both parties. If the meter test proves that the meter is within 4% (four percent) accuracy, Upper Gwynedd shall, within two business days of such meter test, pay to Towamencin the disputed portion of the bill, together with accrued interest from the invoice date, and the cost of the meter test. If the meter test proves that the meter is not within 4% (four percent) accuracy, a billing adjustment will be made to reflect the volume that would have been transmitted had the meter been reading at 100% (one-hundred percent) accuracy for the billing period in question, Towamencin will pay for the cost of the meter test and the meter will be replaced or recalibrated at Towamencin's option.

(f) In instances where volume of discharge, or portions thereof, by Upper Gwynedd cannot be accurately measured by a particular flow meter by reason of malfunction of the meter, the volume of Sewage discharge shall be measured by estimates using one (1) of the following methods: (a) according to the number of "Equivalent Dwelling Units," as that term shall be defined, from time to time, constituting improved properties served by the particular Sewage Collection System, or portion thereof,

discharging Sewage through such flow meter or point of discharge; (b) measured or estimated water consumption by the applicable customers of Upper Gwynedd; (c) based upon a monthly average of Sewage flow measured at such location during a preceding twelve (12) month period; or (d) use of Graphical Correlation of flows based on the prior four (4) quarters of recorded date. The use of Graphical Correlation of flows shall be the preferred method of estimating flows whenever sufficient suitable historic data is available with which to develop the graph. Subject to the requirement for estimates described above, the readings set forth at said flow meters shall constitute conclusive evidence of the amount or volume of Sewage flow discharged by Upper Gwynedd into Towamencin.

6. **Meters**

(a) Meters shall continue to be *Palmer Bowlus Flume* with Bubbler Level measuring instrumentation and located at the following locations where Upper Gwynedd sanitary sewer flows cross in to Towamencin:

i. MH 24A near Bancroft Road
ii. MH 21.2 near Hillside Road
iii. MH 336 on Anders Road
iv. MH 236 on Valley Forge Road near PA Turnpike

(b) Meters shall be tested semi-annually at intervals of approximately six months by Towamencin according to industry standards for the type of meter in service. Towamencin shall provide Upper Gwynedd with copies of certified reports of test(s) on the accuracy of meter(s) commencing on the Effective Date of the Agreement, and once each year thereafter until termination of this Agreement, or any renewal terms hereof. If requested in writing by Upper Gwynedd, Upper Gwynedd shall have the right to be present when meter testing is performed. Upper Gwynedd may obtain access to inspect metering facilities upon written request made to Towamencin. Meter tests requested by Upper Gwynedd, in excess of the two semi-annual tests provided herein and not in connection with bill disputes pursuant to paragraph 6(d) hereof, shall be performed at the sole expense of Upper Gwynedd. Upper Gwynedd reserves the right to electronically monitor through its SCADA system or other similar means and to perform its own readings and tests on the accuracy of meter(s) at any time at Upper Gwynedd's expense.

7. **Records**. Upper Gwynedd represents that it maintains accurate records of connections to Upper Gwynedd's sewer system, estimated gallons of sewage contributed to said system by commercial and/or industrial customers based on the Upper Gwynedd's water meter records and any other records necessary for the accurate calculation of the sewer rates due and payable by Upper Gwynedd to Towamencin as described in paragraph 5 herein. As of March 1 of each year, Upper Gwynedd shall submit a report to Towamencin setting forth the number of connections made up through December 31st of the previous calendar year and, if different, the number of EDU's contributory to its service area at the beginning and at the end of such year. Upper Gwynedd shall include in its report the number of gallons assigned to each connection. It is understood by and agreed to by Towamencin, that notwithstanding the number of gallons assigned to each connection or EDU, that Towamencin shall be entitled to additional tapping fees for new connections only. There shall be no tapping fees paid for additional flow where surcharges are paid per paragraph 5.

8. **Maintenance and Repair**. Upper Gwynedd represents that it maintains and will continue to maintain all connections by its customer to its collection system, its collection lines and interceptors up to the point where the sewer system of Upper Gwynedd crosses the Towamencin Township boundary. All decisions regarding the repair, maintenance or replacement of any physical asset comprising Upper Gwynedd's collection system will remain the exclusive right of Upper Gwynedd.

9. **Wastewater Quality**

(a) Upper Gwynedd agrees to implement and operate a pretreatment program with respect to its commercial and industrial contributors consistent with that implemented and operated from time to time by Towamencin to the extent required by Towamencin, the Pennsylvania Department of Environmental Protection or the United States Environmental Protection Agency.

(b) Uniform Standards. Towamencin has uniform Sewage effluent quality standards which comply with the requirements of regulatory authorities. Upper Gwynedd will not discharge or permit the discharge of Sewage from its Sewage Collection System into the Common Transportation Facilities or the Treatment Plant that would violate any of

such standards. Towamencin will make no changes in said standards except upon ninety (90) days prior notice to Upper Gwynedd, and all such changes will apply equally to Towamencin and Upper Gwynedd.

(c) Compelling Compliance with Standards. Upper Gwynedd shall enact or cause to be enacted an ordinance, in a form acceptable to Towamencin, and will keep such ordinance in full force and effect at all times, prohibiting, and providing adequate penalties for, the discharge into its Sewage Collection System of anything violating the above-mentioned effluent quality restrictions of Towamencin and hereby covenants to enforce, and request the enforcement of, as applicable, the provisions thereof when brought to its attention. Such ordinance shall also prohibit and/or regulate the discharge into its Sewage Collection System by any Person of industrial waste, as defined in the applicable regulations of Towamencin. Upper Gwynedd will not permit any discharge into its Sewage Collection System except in the manner and in accordance with the provisions of said ordinance, as applicable.

(d) Treatment of Harmful Wastes. If any Sewage discharged by Upper Gwynedd into the Treatment Plant is in violation of Towamencin's standards as determined by this Article and requires special treatment or would be harmful to the Treatment Plant, then Upper Gwynedd will pay the entire cost of any special treatment as a separate charge, and, Upper Gwynedd, on written notice of violation from Towamencin, shall immediately act to enforce or obtain the enforcement of those quality standard Ordinances by connection ban or by providing or requiring pretreatment of such waste in such manner as is provided by said Ordinances or compel disconnection from the Sewage Collection System of the property from which harmful waste is being discharged. Failure by Upper Gwynedd to compel disconnection or pretreatment upon thirty (30) days written notice to same, shall entitle Towamencin to recover the Costs of any upgrading, enhancements or other remedial action deemed necessary by Towamencin as a result of such discharge and collect the same.

(e) Reimbursement For Damages From Improper Discharge. Upper Gwynedd will pay the cost of any damage to the Treatment plant or the Common Transportation Facilities resulting from discharge of improper waste from its Sewage Collection System in

violation of the above-mentioned quality standards and restrictions, within sixty (60) days after notice by Towamencin, and shall indemnify and hold harmless Towamencin with respect thereto.

10. **Infiltration and Inflow**. Upper Gwynedd represents that it will continue an inflow and infiltration abatement program during the life of this Agreement. Upper Gwynedd agrees to provide Towamencin, by March 1 of each calendar year, an annual report summarizing its efforts to monitor and reduce the quantities of inflow and infiltration from its sewerage system that flows in to Towamencin's system. If and to the extent that the sanitary sewage flow contributed by Upper Gwynedd to Towamencin's sewage system prior to completion of the Project exceeds any of the peak hourly flow rates in Appendix "A", or if required by the Pennsylvania Department of Environmental Protection, Upper Gwynedd agrees to revise and implement its infiltration and inflow program in an effort to reduce infiltration and inflow such that the peak hourly flow rate does not exceed said amount, said action to be accomplished within a time specified by required by the Pennsylvania Department of Environmental Protection, if applicable, or within a reasonable time. From and after completion of the Project, the threshold requiring said implementation shall be a peak hourly flow rate equal to 4.0 times the then number of EDU's contributory to the Towamencin sanitary sewer system times 280 gallons per EDU.

11. **Fines and Penalties**

(a) Sanitary Sewer Overflows ("SSOs"). In the event of the occurrence of any SSO in a line carrying flows from Upper Gwynedd, Upper Gwynedd agrees to pay 22.537 percent of any fines, penalties and assessment assessed by DEP and any other regulatory municipal or governmental agency having jurisdiction related to such SSO from February 19, 2015, until the completion of the Project. This contribution will be for SSOs in the KRI and not at the WWTP. Following completion of the Project, Upper Gwynedd will bear no responsibility for contribution to these costs.

(b) Upper Gwynedd shall not be responsible for any fines, penalties or assessments, or any percentage thereof, assessed by DEP and any other regulatory,

municipal or governmental agency which now has or may have jurisdiction over any aspect of the Project, for sanitary sewer overflows within Towamencin's sewer system.

12. **Hold Harmless**. Towamencin shall indemnify, defend and hold Upper Gwynedd harmless from and against any and all claims, suits, actions liabilities, losses, damages and expenses (including, without limitation, reasonable outside attorney's fees and court costs), whether relating to injury to property or to person (including death), arising solely from or in connection with the actions of Towamencin related to this Agreement.

Upper Gwynedd shall indemnify, defend and hold Towamencin harmless from and against any and all claims, suits, actions liabilities, losses, damages and expenses (including, without limitation, reasonable outside attorney's fees and court costs), whether relating to injury to property or to person (including death), arising solely from or in connection with the actions of Upper Gwynedd related to this Agreement.

13. **Miscellaneous**.

(a) The parties agree to defend the validity of this Agreement and to take no action to defeat or frustrate the intent and purposes of this Agreement.

(b) Towamencin and Upper Gwynedd may proceed to protect and enforce their respective rights hereunder under the laws of the Commonwealth of PA by such suits, actions or special proceedings in equity or at law, in the Court of Common Pleas of Montgomery County, Pennsylvania, whose jurisdiction shall be deemed exclusive, either for the specific performance of any covenant or agreement contained herein or in aid of execution of any power herein granted or for the enforcement of any proper legal or equitable remedy.

(c) All notices required or contemplated by this Agreement shall be personally served, sent by overnight delivery service or mailed, postage prepaid, with return receipt requested, or faxed to the parties addressed as follows:

To Towamencin:

If forwarded by U.S.P.S. mail to:

Towamencin Township
Attention: Township Manager
P.O. Box 303
Kulpsville, PA 19443

OR DELIVERED TO:

Towamencin Township
Attention: Township Manager
1090 Troxel Road
Lansdale, PA 19446

To Upper Gwynedd:

Upper Gwynedd Township
Parkside Place
P. O. Box 1
West Point, PA 19486
Attention: Township Manager
Fax Number: 215-699-8846

Notice given by personal delivery, overnight delivery service or mail shall be effective upon actual receipt. Any party may change any address to which notice is to be given to it by giving notice as provided above of such change of address.

(d) The authority of the officials of Towamencin and Upper Gwynedd to execute this Agreement shall be evidenced by a resolution properly passed by the Towamencin Township Board of Supervisors and the Upper Gwynedd Township Board of Commissioners prior to the execution hereof.

(e) A waiver of any breach of any provision of this Agreement shall not either constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or any other provision.

(f) Towamencin and Upper Gwynedd agree that the laws of the

Commonwealth of Pennsylvania shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

(g) No amendment to this Agreement shall be effective unless it is in writing, signed by the authorized representatives of both parties and certified as to the availability of an appropriation.

(h) The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated.

(i) If any provision of this Agreement is held to be illegal, invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If necessary to effect the intent of the parties, the parties shall negotiate in good faith to amend this Agreement to replace the illegal, invalid or unenforceable language with legal, valid and enforceable language that as closely as possible reflects such intent. In any event, this Agreement shall be enforced to the fullest extent permitted by law.

(j) This Agreement shall be binding upon the parties hereto, their successors and permitted assigns.

(k) This is the entire agreement of the parties concerning the subject matter of this Agreement and supersedes all prior agreements between the parties, oral or written, to the extent they relate to the subject matter hereof.

(l) Any delays or failure of performance by Towamencin or Upper Gwynedd shall not constitute a default hereunder or give rise to any claims for damages if and to the extent that such delay or failure is caused by one or more occurrences which are beyond the reasonable control of the delaying or failing party including, but not limited to, terrorism strikes or other labor difficulties, war, riots, act of governmental authorities, abnormal weather (including blizzards, hurricanes or other severe storms that may adversely impact safe collection or facility operation) fire, flood, unavoidable casualties or delays in transportation.

(m) Arbitration. If any claims, controversies or disputes shall arise out of or be related to this Agreement or the breach thereof, the Parties agree to submit the said claim, controversy or dispute to binding arbitration in accordance with the prevailing rules of the American Arbitration Association. Said arbitration shall be held in the County of Montgomery, each Party to bear its own costs and the costs of the arbitrators to be borne equally by both Parties. As to any arbitration, each Party shall select one arbitrator, within ten (10) days of the event requiring said arbitration, and the two arbitrators so selected shall promptly select the third. If said arbitrators are unable to select a third arbitrator, one shall be assigned by the American Arbitration Association. If the claim, controversy or dispute concerns a termination of the Agreement based upon an event of default or otherwise, the termination shall be automatically stayed pending completion of the arbitration proceedings, including any appeal of the decision and award rendered by the arbitration panel.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be properly executed the day and year above written.

UPPER GWYNEDD TOWNSHIP

Date: 3/2/2015 By: _____
President

Date: 3-2-2015 _____
Witness

COMMISSIONERS OF UPPER GWYNEDD TOWNSHIP MONTG. CO PA

TOWAMENCIN TOWNSHIP

Date: 3/2/2015 By: _____
Chair

Date: 3/2/2015 _____
Witness

March 2, 2015 Draft

APPENDIX "A"

24-Feb 15

FLOW RATE LIMITS

MH #	Location	# EDU	Flow /EDU	AADF	MMADF	Peak Hourly Rate
		#	GPD	MGD	MGD	MGD
24A	Bancroft Ct	3286	280	0.920	1.314	3.680
21.2	Hillside Rd	220	280	0.062	0.088	0.246
336	Anders Rd	60	280	0.017	0.024	0.067
236(35)	Valley Forge Rd (PA Turnpike)	434	280	0.122	0.174	0.486
	Totals	4000	280	1.120	1.600	4.480

Criteria:

AADF = # EDU * 280 GPD/EDU
5 Yr Avg MM/ADF UGTMA ratio= 1.323
Peak Hourly Rate= 4.0* AADF
MMMADF = #edu * 400/GPD/EDU 400 GPD/EDU

Note:

1 AADF is Annual Average Daily Flow
2 MMADF is Maximum Month Average Daily Flow
3 # EDU as agreed to by UGT and TT based on negotiations and available data from 12/31/13.
4 The 3286 EDU at MH 24A includes a Merck flow of 48,335 GPD and a Lehigh Valley Dairy flow of 141,659 GPD.
5 All non-residential EDU assumed to be tributary to MH 24A.

UPPER GWYNEDD TOWNSHIP
BOARD OF COMMISSIONERS
1 PARKSIDE PLACE, NORTH WALES, PA 19454
PHONE 215-699-7777
www.uppergwynedd.org

2021-118

October 14, 2021

Towamencin Municipal Authority
Brooke Neve
2225 Kriebel Road
Lansdale, PA 19446

Towamencin Township
Don Delamater, Township Manager
1090 Troxel Road
Lansdale, PA 19446

RE: Upper Gwynedd Township Sewer Diversion

Dear Ms. Neve and Mr. Delamater,

Please be advised that as of October 8, 2021, the Upper Gwynedd Township Sewer Diversion was formally completed. Wastewater that was flowing to the Towamencin Municipal Authority Wastewater Treatment Plant was permanently and irreversibly diverted to the Upper Gwynedd Township Wastewater Treatment Plan in accordance with the Act 537 Plan with the exception of 281 EDU's.

All Post Construction Certifications have been submitted to the PADEP. The new pump stations and Wastewater Treatment Plant were evaluated by Ethan Snyder from PADEP, and he found them to be acceptable and operable.

If you have any questions, please do not hesitate to contact me at szadell@uppergwynedd.org.

On behalf of the Board of Commissioners,

Sincerely,

Sandra Brookley Zadell
Township Manager

SBZ/djl

cc via email: Board of Commissioners
John Interrante, P.E., EEMA
Bill Brown, P.E., EEMA
Rebecca Mason, Director of Wastewater Operations
Lauren Gallagher, Township Solicitor

APPENDIX P

Milestone/Hollis Hills Developments - Worcester Township

PEARLSTINE/SALKIN ASSOCIATES, P.A.
Attorneys at Law
Ten Hundred Spring Garden Street
PO Box 431 • Lansdale, PA 19446-0431 • (215) 855-2155

REFER TO FILE NO. 23,353-011

JULES PEARLSTINE*
PHILIP SALKIN
RONALD E. ROBINSON
BARRY COOPERBERG
C. S. VONDERCRONE, JR.
FREDERICK C. HORN
MARC B. DAVIS
WILLIAM R. WANGER
F. CRAIG LA ROCCA**
JOEL CARDIS
JEFFREY T. SULTANIK*
NEAL R. PEARLSTINE*
WENDY I. GOLDENBERG
ALAN L. EISEN
GLENN D. FOX
FRAN L. HOFFMAN
WILHELM L. GRUSZECKI
BRIAN E. SUBERS

*ADMITTED IN NJ AND PA BAR
**ADMITTED IN PA AND NJ BAR

OF COUNSEL
EDWARD J. HARDIMAN

June 2, 1987

The Honorable Lawrence A. Brown
Judge's Chambers
Montgomery County Court House
Norristown, PA 19404

RE: Bronia Sultanik vs. Board of Supervisors of Towamencin Township and Towamencin Township -- Civil Action No. 86-03576

Dear Judge Brown:

Enclosed please find a Petition for Contempt, Rule to Show Cause, and Court Order that has been filed this date with the Prothonotary's Office.

By way of this letter, I have served copies of the foregoing Petition for Contempt on all relevant parties in question. This Petition for Contempt is pursuant to the continuing jurisdiction powers set forth in your Order dated March 20, 1987.

I would appreciate if you would enter the Rule in this matter, or in the alternative, schedule a conference wherein all parties will be required to attend.

Respectfully yours,

JEFFREY T. SULTANIK
Counsel for Bronia Sultanik

JTS:slm
Enclosure
cc: Parker H. Wilson, Esquire, with enclosure
John H. Martin, III, Esquire, with enclosure
Frank W. Jenkins, Esquire, with enclosure
Robert J. Kerns, Esquire, with enclosure
George Ditter, Esquire, with enclosure
Lewis Shallcross, Upper Gwynedd Towamencin Municipal Authority, with enclosure
Cecile Daniel, Township Manager, Towamencin Township, with enclosure
bcc: Stanley Endlich, P.E., EDM Consultants, Inc., with enclosure
David McKee, P.E., EDM Consultants, Inc., with enclosure
John Chambers, Chambers Engineering, with enclosure
Jules Pearlstine, Esquire
Neal Pearlstine, Esquire

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF ENVIRONMENTAL RESOURCES
1875 New Hope Street
Norristown, Pennsylvania 19401
215 631-2405

December 6, 1976

Upper Gwynedd-Towamencin Municipal Authority
2225 Kriebel Road
Lansdale, PA 19446

Attention: H. Warren Dimmig
Chairman

RE: Sewerage Permit #4678422
The Korman Corporation
U. Gwynedd-Towamencin Municipal Authorit
Towamencin Township, Montgomery County

Gentlemen:

Above referenced permit is enclosed.

Please study the permit carefully and direct any questions to the Facilities Section of this office.

To become operative this permit must be recorded in the Office of the Recorder of Deeds in the county in which the discharge is located. Enclosed is a certificate and pre-addressed envelope for this purpose. Please have the Recorder of Deeds accomplis the certificate and return it within ten (10) days.

Very truly yours,

C.T. Beechwood
Regional Sanitary Engineer

Enclosures: Permit
Standard Conditions Relating to Sewerage
Standard Conditions Relating to Erosion Control
Recorder of Deeds Certificate with envelope
Notary Public Certificate

CC: Program Services Section, Water Quality Management
30 day hold
Regional File
Herbert Metz, Inc.
The Korman Corporation
Waterways Patrolman, Montgomery County and Pa. Fish Comm.
CTB/JAR/mc/lm

EXHIBIT "D"

(PWQ-15) Rev 9/73

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES
BUREAU OF WATER QUALITY MANAGEMENT

WATER QUALITY MANAGEMENT PERMIT

NO. 4676422

A. PERMITTEE (Name and Address)

Upper Gwynedd-Towamencin Municipal Authority
2225 Kriebel Road
Lansdale, PA 19446

D PROJECT LOCATION

Municipality: Towamencin Township
County: Montgomery County

C. TYPE OF FACILITY OR ESTABLISHMENT

sanitary sewer extension

D NAME OF MINE, OPERATION OR AREA SER

The Korman Corporation - 69 dwelling uni

E. THIS PERMIT APPROVES

1. Plans For Construction of

a. [X] ~~XXXXXXXXXX~~ SEWERS AND APPURTENANCES

b. [ ] SEWAGE TREATMENT FACILITIES

c. [ ] MINE DRAINAGE TREATMENT FACILITIES

d. [ ] INDUSTRIAL WASTE TREATMENT FACILITIES

e. [ ] OUTFALL & HEADWALL

f. [X] STREAM CROSSING

2. The Discharge of: N/A

a. [ ] TREATED

[ ] UNTREATED

b. [ ] INDUSTRIAL WASTE

[ ] MINE DRAINAGE

[ ] SEWAGE

3. The Operation of: N/A

[ ] MINE
MAXIMUM AREA TO BE DEE MINED _____

[ ] DAM

4. An Erosion and Sedimentation Control Plan [X]
PROJECT AREA IS 62 ACRE

5. Nature of Discharge or Impoundment: N/A

[ ] DISCHARGE TO SURFACE WATER [ ] DISCHARGE TO GROUND WAT

[ ] IMPOUNDMENT

(Name of Stream to which discharge or drainage area on which ground water discharge takes place or impoundment is located).

F. You are hereby authorized to construct, operate or discharge, as indicated above, provided that you comply with the following:

1. All representations regarding operations, construction, maintenance and closing procedures as well as all other matters set forth in your application and its supporting documents (Application No. 4676422 dated September 15, 1976), and amendments dated 10/13,22,26/76, 11/10,22/76. Such application, it's supporting documents and amendments are hereby made a part of this permit.

2. Conditions numbered 1 thru 9, 11 thru 14, 21, 22, 30 and 31, 32, 33 of the Sewerage Standard Conditions dated 1972 which conditions are attached hereto and are made a part of this permit.

3. Special condition(s) designated This permit is also subject to the Standard which are attached hereto and are made a part of this permit Conditions Relating to Erosion Control

5. The Authority granted by this permit is subject to the following further qualifications: (1973)

1. If there is a conflict between the application or its supporting documents and amendments and the standard or special conditions, the standard or special conditions shall apply.
2. Failure to comply with the Rules and Regulations of the Department or the terms or conditions of this permit shall void the authority given to the permittee by the issuance of the permit.
3. This permit is issued pursuant to the Clean Streams Law, The Act of June 22, 1937, P.L. 1987 as amended and/or the Water Obstruction Act of June 25, 1913, P.L. 555 as amended.
Issuance of this permit shall not relieve the permittee of any responsibility under any other law.
This permit must be recorded in the Recorder of Deeds Office in Montgomery County.

PERMIT ISSUED
DEPARTMENT OF ENVIRONMENTAL RESOURCES

DATE 12-6-76 BY [signature]

EXHIBIT "D"

FEB 11 1988

RESOLUTION NO. 88-1

A RESOLUTION

RELEASE AND RELINQUISHING HOLLIS HILLS SUBDIVISION FROM THE SEWER SERVICE AREA OF WORCESTER TOWNSHIP

At the request of the equitable owners of a certain tract of land located at the intersection of Bustard and Fisher Roads, Worcester Township, Montgomery County, Pennsylvania, it is hereby resolved by the Board of Supervisors of Worcester Township at their regularly scheduled meeting on Tuesday, March 9, 1988, to release and relinquish the proposed 30 lot subdivision on the subject property known as the Hollis Hills Subdivision to the Upper Gwynedd Towamencin Municipal Authority for the purpose of including the Hollis Hills Subdivision in Upper Gwynedd Towamencin Municipal Authority's Act 537 Plan and for the purpose of providing public sewer service to the Hollis Hills Subdivision.

FURTHER RESOLVED, that Worcester Township shall not be responsible for the design, installation or inspection of any sewer lines or related facility with respect to the Hollis Hills Subdivision and that Worcester Township shall not accept dedication of nor assume any responsibility for the operation and/or maintenance of sewer lines and related facilities in the Hollis Hills Subdivision.

WORCESTER TOWNSHIP
BOARD OF SUPERVISORS

Dated: March 9, 1988

BY: John F. Kelly

FEB 11 1988

LAW OFFICES OF

WISLER, PEARLSTINE, TALONE, CRAIG & GARRITY

515 SWEDE STREET

NORRISTOWN, PA. 19401-4880

(215) 272-8400

PAUL P. WISLER
1930-1981

TELECOPIER-272-5979

RAYMOND PEARLSTINE
LEONARD A. TALONE
HERBERT GOLDBERG
CASSIN W. CRAIG
THOMAS M. GARRITY
CHARLES POTASH
ARTHUR LEFKOE
DAVID H. JORDAN
ANDREW B. CANTOR
ROSEMARY M. FLANNERY
WALLACE A. MURRAY, JR.
MICHAEL J. O'DONOGHUE
MICHAEL J. CLEMENT
WILLIAM L. LANDSBURG
JAMES J. GARRITY
GEOFFREY L. BEAUCHAMP
THOMAS F. OESTE
BARBARA R. WATKINS
HOWARD WISHNOFF
MARIANNE GECHTLE DANIELS

February 10, 1988

Mr. George E. Lewis
Township of Worcester
1721 Valley Forge Road
P.O. Box 767
Worcester, PA 19490-0767

RE: Hollis Hills Subdivision
30 Residential Units
Bustard and Fisher Roads

Dear Mr. Lewis:

Enclosed please find a Resolution which I have prepared in accordance with our discussions concerning the release of the Hollis Hills Subdivision sewer area to Upper Gwynedd Towamencin Municipal Authority. You will recall that DER asked for a more formal resolution than that which was contained in your July 20, 1987 correspondence. I am enclosing a copy of that correspondence for your review.

Please put this matter on your agenda for March 9, 1987. As I indicated to you earlier, time is of the essence and we sincerely appreciate your attention to this matter. I am forwarding a copy of this proposed Resolution to Phil Detwiler for his review.

Sincerely yours,

MICHAEL J. CLEMENT

MJC:kc
Enclosure
CC: Philip R. Detwiler, Esq.-w/encl.

ERECTED INTO A TOWNSHIP IN 1773

TOWNSHIP OF WORCESTER

AT THE CENTER POINT OF MONTGOMERY COUNTY

PENNSYLVANIA

Members of the Board of Supervisors:
JOHN F. KELLY, CHAIRMAN
JOHN H. GRAHAM, V. CHAIRMAN
GEORGE R. LEWIS, SECRETARY-TREASURER

1721 VALLEY FORGE ROAD
P.O. BOX 767
WORCESTER, PA 19490-0767
(215) 584-1410

July 20, 1987

Mr. Lewis Shallcross
Upper Gwynedd-Towamencin
Municipal Authority
2225 Kriebel Road
Lansdale, PA 19445

RE: HOLLIS HILLS SUBDIVISION
30 RESIDENTIAL UNITS
BUSTARD AND FISHER ROADS
WORCESTER TOWNSHIP, MONTGOMERY COUNTY

Dear Mr. Shallcross:

At the request of the owners of the referenced tract of ground, the Board of Supervisors of Worcester Township at their regularly scheduled meeting on Monday, July 13, 1987, formally resolved to release and relinquish the referenced subdivision to your Authority for the purpose of providing public sewer service. The property is proposed to be developed as 30 residential lots in accordance with the controlling zoning regulations of Worcester Township.

It is to be clearly understood that Worcester Township will not be responsible for the design, installation, or inspection of any lines, pump station or other apparatus associated with providing sewer service to this tract. Further, Worcester Township will not accept dedication of, nor assume any responsibility for the future operation and maintenance of the sewer lines and related facilities, and the release and relinquishment of this area to allow for service by your Authority is made with that clear understanding.

I trust that the foregoing is adequate for your purposes. Please contact the undersigned if you require further clarification.

Very truly yours,

George R. Lewis
Secretary

GRL/dc

RECEIVED
JUL 22 1987
U.G.T.M.A.

APPENDIX Q

Intermunicipal Agreement – Lansdale Borough

THIS AGREEMENT, made this 29th day of December 1969, by and between the BOROUGH OF LANSDALE (Lansdale), the TOWNSHIP OF UPPER GWYNEDD (Upper Gwynedd), the TOWNSHIP OF TOWAMENCIN (Towamencin), the LANSDALE SEWER AUTHORITY (Lansdale Authority) and the UPPER GWYNEDD-TOWAMENCIN MUNICIPAL AUTHORITY (Joint Authority), all municipalities or authorities organized and existing under the laws of the Commonwealth of Pennsylvania,

W I T N E S S E T H :

WHEREAS, Lansdale, Upper Gwynedd and Towamencin share common boundaries at various locations, and

WHEREAS, Upper Gwynedd, Towamencin and Lansdale have each leased sewage collection systems from, respectively, the Joint Authority and the Lansdale Authority, and in conformance with said leases, operate sanitary sewage collection systems in their respective municipalities, and

WHEREAS, sanitary sewage collection lines have heretofore been installed and are presently being maintained by Lansdale, or Lansdale Authority, within Upper Gwynedd and similarly, sanitary sewage collection lines have heretofore been installed and maintained by the Joint Authority and Towamencin, respectively, within Lansdale, and

WHEREAS, Lansdale has, in addition, caused a connection of certain sanitary sewage collection lines which it, or Lansdale Authority has heretofore installed to Joint Authority collection lines, temporarily, with the consent of Joint Authority and Towamencin and desires to continue that connection, and

WHEREAS, all parties hereto desire to reduce their understandings with regard to said extensions to writing.

NOW, THEREFORE, in consideration of the premises and of the mutual easements and premises hereinafter set forth, each party hereto, intending to be legally bound hereby, agrees as follows:

I. AREAS AFFECTED AND SERVICES TO BE RENDERED:

A. Lansdale agrees to accept sewage and render sanitary sewer service as follows:

1. From all properties now situate, or which may in the future be situate, within two hundred (200) feet of the centerline of White's Road in Upper Gwynedd Township except for (a) the properties at the intersection of White's Road and Rosemont Avenue which shall continue to be served by the existing Joint Authority - Upper Gwynedd line in Rosemont Avenue; and (b) properties not abutting White's Road on Stoler Avenue which will be served by an as yet unconstructed sewer line of Upper Gwynedd.

2. From all properties which are now situate, or which in the future may be situate on either side of Towamencin Avenue, in Upper Gwynedd and within two hundred (200) feet of the centerline thereof, said properties to be served by the existing Lansdale sewer in Towamencin Avenue.

B. Upper Gwynedd reserves to itself its right to, and responsibility for, sanitary sewer service within its physical boundaries except for:

1. The area described hereinabove.

2. Certain Rosemont Avenue and Broad Street properties and certain properties abutting on White's Road near Susquehanna Avenue, which are now either served, or entitled to be served, by Lansdale by means of special lines under an agreement between Lansdale and J. Winfield White in a Deed dated January 25, 1928, recorded in Deed Book 1042, page 114, and under an agreement between Lansdale and Henry S. Gerhart in Deed dated April 28, 1928, recorded in Deed Book 1103, page 236. Said properties are more specifically listed and identified in Schedule A, attached hereto and made a part hereof. Said properties shall continue to be served by Lansdale until such time as their status under said agreements shall have been classified or terminated, at which time service shall be rendered in accordance with the terms of this agreement, if then still in effect.

C. Towamencin agrees to accept sewage and render sanitary sewer service as follows:

1. From all properties presently existing and which in the future may be constructed on Columbia Avenue, York Avenue and Mt. Vernon Street in Lansdale, which presently abut sewage collection lines of Joint Authority, leased by Towamencin. Properties presently to be served under this sub-paragraph are listed in Schedule B, attached hereto and made a part hereof.

2. From all properties presently existing, which in the future may be constructed on Delaware Avenue and Winding Road, which were or could have been serviced by Lansdale through a pumping station in that area and which are now connected to Joint Authority collection lines in Winding Road in Towamencin. Properties presently to be served under this sub-paragraph are listed in Schedule C, attached hereto and made a part hereof.

II. TITLE TO FACILITIES:

This agreement shall not affect ownership of any of the sewer lines or related facilities in the areas heretofore delineated, and title thereto shall remain as at present. Any further extension of lines or other facilities made pursuant to the provisions of this Agreement shall be owned by the party constructing the same.

III. MAINTENANCE OF FACILITIES:

Each party shall at its own cost properly maintain its own sewer lines and other facilities notwithstanding the same may be located in an adjacent municipality or may be used to transmit sewage to a treatment plant located in an adjacent municipality.

IV. VOLUNTARY CONNECTIONS TO EXISTING SEWER LINES:

Applications to connect to existing sewer main of one municipality or authority located within the physical boundaries of another municipality, shall be processed as follows:

A. The municipality wherein the property seeking to be connected is physically located will:

1. Receive the application.

2. Collect its standard connection or tapping fee.

3. Impose and collect an assessment or benefit charge of Seven Dollars and Fifty Cents ($7.50) per foot front, unless the property has theretofore been legally assessed for the installation of sewer abutting or benefiting the property, or is otherwise legally immune from assessment.

4. Remit to the municipality or authority servicing the property any assessment or benefit charge collected in accordance with subparagraph three.

5. Afford the servicing municipality or authority an opportunity to inspect the connection, should it so desire.

B. The municipality or authority which will service the sewage emanating from the property to be connected reserves the right to inspect the connection prior to acceptance of sewage from the connection.

C. After connection is approved, the rentals charged to the property owner and rentals as between the municipalities and authorities involved shall be as herein set forth in the case of existing connections.

V. COMPULSORY CONNECTION TO EXISTING SEWER LINES:

A. At its option, any municipality wherein sewer main of an adjacent authority is situate may institute appropriate procedures to compel unconnected properties to connect to said sewer main, provided that, in so doing, it shall provide for the collection of a foot front assessment in the amount of Seven Dollars and Fifty Cents ($7.50) per foot front, or shall provide for an assessment against the connecting properties by the benefit method, in either case, excepting as to properties which have theretofore been legally assessed for installation of sewer abutting or benefiting the said properties. In the event any municipality shall exercise the option herein provided, it shall remit all assessments or benefit charges collected, less legal costs, to the municipality or authority servicing the connections.

B. In the event of the exercise of the option specified in sub-paragraph A hereof, in order to accomplish the assessment proviso therein contained, this agreement shall be construed as a lease of the sewage mains involved by the owner thereof to the municipality wherein said mains are located and, in addition thereto, the municipality or authority owning said sewage mains does hereby specifically assign all its right to assess such properties by either the foot front or the benefit method.

VI. RENTAL:

A. Lansdale to Towamencin - Lansdale shall pay to Towamencin, by December 31 of each year the sum of Fifty Dollars ($50.00) per dwelling unit served by the Joint Authority, plus an additional rental of Ten Dollars ($10.00) for each dwelling utilizing a garbage disposal unit.

B. Upper Gwynedd to Lansdale - Upper Gwynedd shall pay to Lansdale, by December 31 of each year, the sum of Fifty Dollars ($50.00) per dwelling unit served by Lansdale, plus an additional rental of Ten Dollars ($10.00) for each dwelling utilizing a garbage disposal unit. The provisions of this sub-paragraph shall not apply to the properties listed on Schedule A which shall continue to be billed by Lansdale.

C. Billing to Customers - Each municipality will bill properties connected to sewer lines within its own municipal boundaries in

accordance with its own schedule of rates. In the event of non-payment, the billing municipality shall have all the powers and rights with respect to collection, including the right to lien, as if in full possession of the collecting sewer involved and in support thereof, this agreement shall be considered to that extent, a lease of the collection lines involved by the owner thereof to the municipality wherein said lines are located.

D. Adjustment of Rentals - The rental rates established herein as payable by Lansdale to Towamencin, and by Upper Gwynedd to Lansdale, shall be automatically adjusted between the two municipalities involved in the event of a general rate schedule change by the municipality treating sewage collected from the adjoining municipality. The adjustment shall be exactly proportional with the increase or decrease effected by the general rate schedule change, rounded to the nearest dollar, and shall be effective commencing January 1 of the year immediately following the year in which the general rate schedule change was effective.

VII. MUNICIPAL ORDINANCES AND REGULATIONS:

The parties each agree that as to any properties served within its own municipal limits by the other party, that the ordinances, rules and regulations of the municipality or authority, so servicing said properties, shall apply so far as this can be legally effectively accomplished

and that each will, if necessary, enact or cause to be enacted, such ordinances or regulations (or amendments thereto), as may be necessary to effectuate fully the provisions of this paragraph.

VIII. INDEMNIFICATION:

Each of the parties hereto agrees to reimburse, save harmless and indemnify the other of and from any claim, damages or costs incurred by the other by reason of any claim against or loss to the other arising out of the servicing of the properties in each respective municipality by the other party, not including, however, any operating costs or losses, depreciation and the like.

IX. TERMS OF AGREEMENT:

A. As to properties located on Winding Road and Delaware Avenue, Lansdale, now connected to Joint Authority mains, this agreement shall be considered effective as of the date of connection of Lansdale mains servicing these properties to the Joint Authority mains, and the rentals due Towamencin from Lansdale shall be pro-rated from said date to December 31, 1969. Thereafter, payments shall be made as herein elsewhere provided.

B. As to all other properties, this agreement shall be effective as of January 1, 1970.

C. This agreement shall continue in effect from year to year, unless terminated by any party giving to each other party ninety (90) days written notice of termination prior to the end of the then current term.

X. There is attached hereto and made a part hereof as Exhibit "D" for clarity a plan of the area involved, titled "Sanitary Sewer Map; White's Road - Inglewood Area" drawn by Henry S. Conrey, Inc., Paoli, Pennsylvania, dated

XI. This agreement shall bind the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

Attest:
Secretary

BOROUGH OF LANSDALE
By: _____ (SEAL)
President - Borough Council

Attest:
Secretary

LANSDALE SEWER AUTHORITY
By: _____ (SEAL)
Chairman

Attest:
Secretary

UPPER GWYNEDD TOWNSHIP
By: _____ (SEAL)
President - Board of Commissioners

Attest:
Secretary

TOWAMENCIN TOWNSHIP
By: _____ (SEAL)
Chairman - Board of Supervisors

Attest:

UPPER GWYNEDD-TOWAMENCIN MUNICIPAL AUTHORITY

The following dwellings in Upper Gwynedd Township pay no sewer rental or special sewer rental as a result of the interpretations of agreements made between the Borough of Lansdale and J. Winfield White and Henry S. Gerhart:

Block #1, Unit #38 no charge	Jon C. Campbell 724 S. Towamencin Ave.	
Block #1, Unit #50 no charge	Richard H. Rea 732 S. Towamencin Ave.	
Block #1, Unit #2 $10 ea. per year	Mrs. Willard White, owner 4 row houses 300 Whites Rd. 302 Whites Rd. 304 Whites Rd. 306 Whites Rd.	$40.00/YR
Block #1, Unit #68 $10 ea. per year	Mrs. Willard White, owner 3 unit apartment building 290 Whites Rd.	$30.00/YR
Block #10, Unit #13 Paid $15 in 1967	Mrs. Willard White, owner rented dwelling 605 Rosemont Ave.	$15.00/YR
Block #10, Unit #11 Paid $15 in 1967	Mrs. Willard White, owner rented dwelling 609 Rosemont Avenue	$15.00/YR
Block #10, Unit #9 Paid $15 in 1967	Jonas S. Troxel (residence) 613 Rosemont Ave.	$15.00/YR
~~Block #10, Unit #35 Paid $15 in 1967~~	~~Jonas S. Troxel Apt. over garage, rented 615 Rosemont Ave.~~	~~$15.00/YR~~
Block #10, Unit #2 & 3 No charge	Mrs. Willard White (residence) 608 S. Broad St.(front bldg.)	
Block #10, Unit #2 & 3 No charge	Mrs. Willard White 608 S. Broad St. rented (at rear of lot)	

SCHEDULE A

Unit No.	House No.	
Mt. Vernon Street:		
29	1048	Anthony & Lena Ricci (under construction)
28	1052	Elmer G. & Geraldine K. Kulp
49	1062	Roland L. Bechtel (and Emma C.)
26	1053	Delorme F. & Marion C. Moser
27	1061	Harold L. & Laura Kulp
York Avenue		
18	1048	Robert E. & Rose P. Clayton
17	1056	Frank P. & Ethel M. Smith
13	1045	Walton C. & Marie M. Heckler
14	1055	Walton & Evelyn Leatherman
94	1061	John R. & Joan B. Ormand
15	1069	Raymond F. & Gloria Gerstlauer
Columbia Avenue:		
50	1060	Jeremias & Luz Cardona
1	1056	Royden E. & Kathleen Madtes
53	1050	James W. & Joyce Holt Regan

TOTAL - 38 UNITS

SCHEDULE B

Sb 41

List of properties in Lansdale Borough that will discharge sewage into the Inglewood sewer system.

Lansdale West Ward, Block No. 1

Unit No.	House No.	
Delaware Avenue:		
66	1050	John N. & Barbara J. Sutton
68	1056	Edward J. & Marlene I. Strehle
62	1062	Joseph J. & Gladyse I. Breslin
79	1047	Robert J. & Carole Danweber
61	1053	V.A., Washington 25, D.C.
83	1059	William D. Douglass
65	1065	John & Mary Morgan
Winding Road:		
76	516	Gordon Gerhart
86	524	Carl L. Church
85	532	William Higgins
69	540	J.B. Gleason, Jr.
73	546	Benjamin R. Robin (40 E. 7th St.)
77	552	Richard H. Warnken
82	558	Ray D. Bieler
84	515	Clyde W. Wood
72	521	Donald J. Huntsinger
75	527	William J. Ruth, Jr.
67	533	Alice M. Harvey
63	539	Robert Emmett
74	545	Anthony Delikat
80	551	Carl W. Kay
78	557	Ronald A. White
71	563	Joseph F. Calisto
81	569	Robert F. Gilmartin (543 W. MainSt.)
?? 64	575	Yingling, Carl & Edith, this property entirely in Towamencin Township and assessed in Towamencin Township. It is connected to the Winding Rd. pumping station, but should become a direct customer of the Upper Gwynedd-Towamencin Authority.

38 PROPERTIES

+1062 Allentown
1075 Allentown

SCHEDULE C

41 properties

APPENDIX R

Agreement – Ashers - Franconia Township

1728 WELCOME TO HISTORIC TOWAMENCIN TOWNSHIP

Towamencin Township

P.O. Box 303 • 1675 Sumneytown Pike
Kulpsville, PA 19443-0303
(215) 368-7602 FAX: (215) 368-7650

Board of Supervisors
David C. Onorato - Chairman
Michael J. Becker - Vice-Chairman
Richard D. Lanning, Jr. - Treasurer/Secretary
Theodore D. Dorand
John V. Gottschall, III

Manager
John A. Granger

December 17, 1997

J. Delton Plank
Franconia Township Authority
P.O. Box 120
Franconia, PA 18924

Dear Del:

Enclosed is a fully executed copy of the agreement for Asher's Chocolates. Four copies of the agreement have been forwarded to Richard McBride.

Thank you.

Sincerely,

John A. Granger
Township Manager

JAG/sl

pc: Dennis Alig (w/enc.)
Legal File - Asher Candies
✓429.98

AGREEMENT

THIS AGREEMENT made this 17 day of December 1997 by and among TOWAMENCIN TOWNSHIP (hereinafter the "Township"), FRANCONIA TOWNSHIP AUTHORITY (hereinafter "Franconia"), UPPER GWYNEDD-TOWAMENCIN MUNICIPAL AUTHORITY (hereinafter "Authority") and J.D.J. ASSOCIATES (hereinafter call the "Partnership").

W I T N E S E T H

WHEREAS, the Authority has constructed and operates a wastewater treatment facility known as the Upper Gwynedd-Towamencin Municipal Authority Wastewater Treatment Facility (hereinafter "Wastewater Treatment Plant") and owns the collection and conveyance facilities tributary to the Wastewater Treatment Plant; and

WHEREAS, the Township operates, maintains and has full administrative and technical responsibility for the wastewater collection and conveyance system known as the Township Sewer System (hereinafter the "Sewer System") under a Lease and a Service Agreement with the Authority; and

WHEREAS, the Authority and the Township entered in an Interjurisdictional Pretreatment Agreement, dated June 14, 1984; and

WHEREAS, Paragraph 1 of the June 14, 1984 Interjurisdictional Pretreatment Agreement between the Authority and the Township provides for the negotiating and development of agreements between the Authority, the Township and industrial users who are located

outside the Township but discharge into the Sewer System for subsequent treatment by the Wastewater Treatment Plant; and

WHEREAS, the Partnership recognizes and has determined that it is necessary and desirable to continue to utilize the Sewer System and the Wastewater Treatment Plan for conveyance and treatment, as applicable, of its wastewater; and

WHEREAS, the discharge of wastewater into the Sewer System by the Partnership is subject to the Partnership's Pretreatment Obligations, as defined herein; and

WHEREAS, the Partnership has constructed certain facilities in order to comply with its Pretreatment Obligation, as defined herein (the "Pretreatment Facility").

NOW, THEREFORE, in consideration of the promises herein contained, the parties agree hereto, intending to be legally bound, covenant and agree as follows:

Definitions

ARTICLE 1

"Pretreatment Obligation" as used herein, shall mean the duties imposed on, as the case may be, the Authority, the Township or the Partnership, to require or comply with regulations providing for treatment of wastewater prior to discharge into the Sewer System, as those duties may be imposed by the Pretreatment Ordinance, Pretreatment Program, or any and all applicable Federal or State laws, statutes, rules, regulations, court orders or consent decrees.

"Pretreatment Ordinance" shall mean ordinance No. 84-6 of the Township, as it may be amended or reenacted, from time to time, or

any successor ordinance, resolution, or regulation adopted by the Township with respect to a Pretreatment Obligation.

"Pretreatment Program" shall mean the rules and regulations adopted by the Authority as its Industrial Waste Pretreatment Program, as they may be amended or reenacted, from time to time, or any successor resolution, rule or regulation adopted by the Authority with respect to discharges into the Sewer System imposing a Pretreatment Obligation.

"Sewer Use Ordinance" shall mean Ordinance No. 87-12 of the Township, as it may be amended or reenacted, from time to time, or any successor ordinance, resolution, or regulation adopted by the Township with respect to discharges into the Sewer System.

"NPDES Permit" shall mean the National Point Discharge Elimination system, permit, together with the standards of discharge quality imposed under such Permit, issued to the Authority with respect to the discharges from the Wastewater Treatment Plant, as may be issued from time to time, and any successor permit or license issued to the Authority by any Federal, state or local administrative agency, or body, having jurisdiction over the Authority or regulating discharges from the Wastewater Treatment Plant.

"Uncontrollable Circumstance" shall mean any or all of the following acts, events or conditions, to the extent that it would prevent the operation of the Wastewater Treatment Plant or Sewer System:

(i) an Act of God, fire, flood, earthquake, explosion, sabotage, lightning or similar circumstance, riot, war insurrection, strike or labor dispute; or

(ii) the entry of a valid and enforceable injunctive or restraining order or judgment of any Federal or state court, administrative agency, or body, having jurisdiction over the Authority or Township.

AUTHORITY OBLIGATIONS

ARTICLE 2

Section 2.01. The Authority agrees to receive, through the Sewer System, wastewater from the Partnership, meeting the requirements of the Pretreatment Ordinance and subject to the provisions hereof, for treatment by the Wastewater Treatment Plant.

Section 2.02. Pursuant to the Interjurisdictional Agreement, the Authority is monitoring compliance by the Partnership under the Pretreatment Ordinance. In addition to the remedies provided by said Ordinance, the Authority reserves and retains the right to limit the volume and/or strength of the wastewater discharged by the Partnership to achieve standards of discharge by the Authority in conformity with its NPDES Permit, together with all applicable Federal or state laws, statutes, rules, regulations, court orders or consent decrees.

Section 2.03. The Authority agrees to permit the Township or the Partnership to enter the facilities of the Authority, at reasonable times, for the purpose of inspecting the treatment of wastewater or reviewing records and other documents pertaining to the treatment of the Partnership's wastewater.

Section 2.04. The Authority agrees that it will not discontinue operation of its Wastewater Treatment Plant and other

facilities during the term of this Agreement except as a result of an Uncontrollable Circumstance.

TOWNSHIP OBLIGATIONS

ARTICLE 3

Section 3.01. The Township agrees to receive and transport, through its Sewer System, wastewater from the Partnership meeting the Partnership's Pretreatment Obligation and subject to the provisions hereof for treatment at the Wastewater Treatment Plant.

Section 3.02. The Township hereby grants and delegates to the Authority the power and authority to monitor compliance by the Partnership under its Pretreatment Obligation and to limit the volume and/or strength of wastewater received from the Partnership in conformity with the Partnership's Pretreatment Obligation and the provisions hereof. The Township agrees to furnish any information within its control required by the Authority concerning compliance by the Partnership with its Pretreatment Obligation and to help aid and assist the Authority in obtaining information or data from other sources. The Township retains the right to exercise any legal remedy to limit excessive flows of wastewater from the Partnership or to contain or correct any hazardous or unhealthful conditions.

Section 3.03. The Township agrees to impose charges upon the Partnership for receiving and treatment of wastewater in accordance with the formula set forth in Pretreatment Ordinance 84-6 as amended.

Section 3.04. The Township agrees to make available, upon reasonable notice by the Authority and/or the Partnership, any

record, sample or document concerning the receipt of wastewater or the Sewer System and to make the Sewer System available for inspection by the Authority and/or the Partnership.

Section 3.05. The Township agrees that it will not discontinue its operation of the Sewer System except as a result of an Uncontrollable Circumstance; provided, however, that this Section shall not be deemed to preclude the Township from delegating, assigning, or relinquishing its operation of the Sewer System to the Authority or a successor operator of the Sewer System.

PARTNERSHIP OBLIGATIONS

ARTICLE 4

Section 4.01. The Partnership agrees that all ultimate discharge of its wastewater will be into the Sewer System for treatment at the Wastewater Treatment Plant. The Partnership agrees that the quantity of wastewater discharged by the Partnership shall be in compliance with the provisions hereof and that it will not disconnect from the Sewer System or limit the volume of its wastewater by means of other discharges or disposal of the wastewater, except for recycling of wastewater within the Partnership's plant, during the terms of this Agreement except as limited by this Agreement, without the prior consent of the Township and the Authority.

Section 4.02. The Partnership agrees to be subject to the provisions of the Towamencin Sewer Use Ordinance, except with respect to such matters as are expressly provided for in this

Agreement. In the event of conflict between the Towamencin Sewer Use Ordinance and this Agreement, whichever is more stringent shall be given effect. The Partnership agrees that its wastewater is subject to pretreatment prior to discharge into the Sewer System. The Partnership agrees that it will design, construct, reconstruct and maintain its Pretreatment Facility in accordance with the Pretreatment Ordinance or submit an alternative method of handling process Wastes and that, prior to discharge, it will obtain a discharge permit from the Authority (the "Discharge Permit"). The Discharge Permit shall set forth various conditions governing the strength and volume of wastewater to be discharged. The Partnership further agrees to apply for renewals of its Discharge Permit from time to time as required by the terms of the Pretreatment Ordinance and to pay all reasonable fees associated with the implementation and requirements of its Pretreatment Obligation.

Section 4.03. The Partnership agrees to operate, maintain, and upgrade, if necessary, its Pretreatment Facility so that the wastewater discharged by the Partnership shall conform to the requirements of the Partnership's Pretreatment Obligation and be in conformity with the Discharge Permit. The Partnership further agrees that it will employ and provide a sufficient number of properly trained persons to operate its Pretreatment Facility so as to comply with its Pretreatment Obligation.

Section 4.04. The Partnership agrees that it will retain records, conduct tests, take samples and provide for other monitoring of its compliance with its Pretreatment Obligation as

required by the Township or Authority, and the Partnership further agrees to permit the Township or the Authority to enter the Partnership's property at reasonable hours, but without prior notice, for the purpose of making inspections, taking samples, and reviewing records and other documents concerning the wastewater discharged by the Partnership and the Partnership's operation of its Pretreatment Facility.

Section 4.05. The Partnership agrees to pay the charges imposed by the Township for the reception and treatment of wastewater in accordance with the formula set forth in Pretreatment Ordinance 84-6 as amended. The Partnership acknowledges and agrees that it has reviewed and is familiar with the Rules, Regulations, and Rate Determination processes of the Township and that the same are fair and reasonable. The Partnership agrees to pay interest at the rate of one and one-half percent (1.5%) per month on any charge unpaid for a period of thirty (30) days after the date of receipt of the bill, together with applicable laboratory reports and other backup date, with said interest to be calculated from the date of receipt of said billing.

CAPACITY ALLOCATION & FLOW QUANTITIES

ARTICLE 5

Section 5.01. The Partnership is hereby acknowledged to have a capacity allocation of 5,320 gallons per day ("gpd"). The Partnership agrees that the average daily flow, calculated from flow data for any given calendar month, shall not exceed 5,320 gpd for the period of this Agreement or any subsequent renewal of this

Agreement without first obtaining the permission of the Township and the Authority and paying the capital contribution and connections fees in effect at the time of the request.

Section 5.02. The Partnership acknowledges that its rate of flow discharge, or peak flow rate, has impact on the available conveyance capacity of the Sewer system and the operations of the Wastewater Treatment Plant. Because of this impact, the Partnership agrees to limit its peak flow discharge rate to one hundred forty percent (140%) of its allowable average daily flow rate, or 7,448 gpd for any stated one (1) day period. Failure of the Partnership to limit its peak flow discharge rate to this level shall require the Partnership to pay for any costs associated with clean-up of overflows, treatment plant upsets or operational problems, or regulatory agency fines. In the event that the Partnership fails to limit its peak flow discharge rate as required, the Township and/or Authority shall require the Partnership to pay for any and all costs associated with the clean-up of overflows, treatment plant upsets, operational problems, or regulatory agency fines.

TAPPING FEE REIMBURSEMENT

ARTICLE 6

Section 6.01. The Partnership is constructing a sewer line at its expense, which sewer line will be connected to the Sewer System. Further, the Partnership is paying a tapping fee relative to the capacity being allocated to it pursuant to this Agreement. Should an owner of another property which is not in or a part of

the property currently owned by the Partnership connect a service line directly to the sewer line being constructed by the Partnership within ten (10) years of the date of the acceptance of the dedication of such sewer line, the Authority shall notify the Partnership by certified mail of the receipt by the Authority of a tapping fee collected as a result of such connection within thirty (30) days of its receipt of such tapping fee.

Section 6.02. The Authority shall reimburse the Partnership an amount equal to the then distribution or collection part of such tapping fee as a result of such subsequent connection provided that the Partnership submits to the Authority in writing a claim for such reimbursement within one hundred twenty (120) days of its mailing to the Partnership of the above-described certified mail notice. Should said Partnership fail to submit a timely claim for such reimbursement as provided hereinabove, said reimbursement shall revert to and become the sole property of the Authority.

Section 6.03. There shall be deducted from the amount of the reimbursement described in Section 6.02 hereof an amount equal to five percent (5%) of such reimbursement payment, which such shall be deemed to represent an appropriate charge for administrative expenses and services rendered in calculating, collecting, monitoring and disbursing said reimbursement payment.

Section 6.04. Notwithstanding the foregoing, the total reimbursement to which the Partnership shall be entitled shall not exceed a sum equal to (i) the total cost of all labor and material, engineering design charges, the cost of performance and maintenance bonds, authority review and inspection charges, as well as flushing

and televising charges and any and all other charges incurred or paid by the Partnership involved in the dedication and acceptance of the above-referenced sewer line, (ii) multiplied by a fraction the numerator of which shall be the EDU's contributed to the sewer line by owners of other properties and the denominator of which shall all EDU's contributed to the sewer line.

GENERAL PROVISIONS

ARTICLE 7

Section 7.01. The parties hereto agree that this Agreement shall continue for a period of ten (10) years from the date of this Agreement, at the conclusion of which term, the Agreement shall be renewed for an additional period of ten (10) years unless any one of the parties shall give notice two (2) years prior to the anniversary date of this Agreement of a desire to terminate or renegotiate this Agreement.

Section 7.02. This Agreement shall be binding upon and shall enure to the benefit of the successors and assigns of the parties hereto.

Section 7.03. In the event any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, such invalidity shall not affect any other provision hereof and the remaining provisions shall be construed and enforced as if such invalid provision had not been contained herein. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement by their duly authorized officers and affixed their seals hereto, all as of the day and year first above written.

Attest:

TOWAMENCIN TOWNSHIP

BY: _____

Attest:

UPPER GWYNEDD-TOWAMENCIN MUNICIPAL AUTHORITY

BY: _____

Witness:

J.D.J. ASSOCIATES

BY: _____

Attest:

FRANCONIA TOWNSHIP AUTHORITY

BY: _____

APPENDIX S

Intermunicipal Agreement – Hatfield Township

RESOLUTION 10-27

701.0243

RESOLUTION AUTHORIZING THE PROPER OFFICERS TO EXECUTE THE AGREEMENT WITH HATFIELD TOWNSHIP MUNICIPAL AUTHORITY, HATFIELD TOWNSHIP, AND THE UPPER GWYNEDD TOWAMENCIN MUNICIPAL AUTHORITY PROVIDING FOR THE SALE OF THE SEWER CAPACITY, THE PROVISION OF SEWER SERVICE TO THE DERSTINE WATERSHED AREA AND THE TRANSFER OF MAINTENANCE OBLIGATIONS

A Resolution authorizing the proper officers to execute the agreement with Hatfield Township Municipal Authority, Hatfield Township, and the Upper Gwynedd Towamencin Municipal Authority providing for the sale of the sewer capacity, the provision of sewer service to the Derstine Watershed Area and the transfer of maintenance obligations

WHEREAS, there are certain geographical areas located within Hatfield Township with contours which make it preferable to provide public sanitary service by gravitational flow into the UGTMA Treatment Plant; and

WHEREAS, previously, Hatfield Township and the Hatfield Township Municipal Authority assigned and released certain sanitary sewer flows to Towamencin and the UGTMA; and

WHEREAS, in order to continue to facilitate gravitational flow and sewer treatment, Hatfield Township and the Hatfield Township Municipal Authority have requested that flows from certain additional areas (the "Derstine Watershed Area") be accepted by Towamencin and the UGTMA; and

WHEREAS, Towamencin is desirous of releasing the maintenance obligations for certain sewer lines existing in Hatfield Township to the Hatfield Township Municipal Authority;

WHEREAS, the parties have prepared an agreement setting forth the terms for the sale of sewer capacity as well as the delineation of certain other obligations amongst the parties.

NOW, THEREFORE, BE IT RESOLVED that the proper officers of the Township are authorized to execute the Agreement a copy of which is attached to this Resolution provided all other parties to the Agreement have previously approved said Agreement.

RESOLVED this 13 day of December 2010.

BOARD OF SUPERVISORS
TOWAMENCIN TOWNSHIP

BY: _____
Daniel M. Littley, Jr., Chairman

ATTEST: _____
James P. Sinz, Secretary

September 17, 2010

AGREEMENT

THIS AGREEMENT ("Agreement") made this 13 day of, Oct. 2010, among **HATFIELD TOWNSHIP MUNICIPAL AUTHORITY ("HTMA"), HATFIELD TOWNSHIP** ("Hatfield"), **TOWAMENCIN TOWNSHIP** ("Towamencin") and **UPPER GWYNEDD-TOWAMENCIN MUNICIPAL AUTHORITY** ("UGTMA").

RECITALS

A. There are certain geographical areas located within Hatfield Township whose contours make it preferable to provide public sanitary sewer service by gravitational flow into the UGTMA treatment plant.

B. HTMA, Hatfield, Towamencin and the UGTMA entered into an agreement on or about January 16, 1979 whereby Hatfield and the HTMA assigned and released the sanitary sewer flows from a certain area then known as the "Towamencin Watershed District in Hatfield Township" to Towamencin and the UGTMA and which called for the construction of sanitary sewer lines in and along Welsh Road to service those residential properties in the area. The 1979 Agreement is incorporated herein by reference.

C. By Stipulation to Montgomery County Court Docket No. 85-07822, certain sanitary sewer lines were constructed in and along Welsh Road with numerous conditions, including:

i). The sanitary sewer lines would be dedicated to the UGTMA and the UGTMA would be responsible for maintenance of the lines.

ii). The residential properties located in Hatfield Township which would discharge into the UGTMA treatment plant would be billed by HTMA at the HTMA rates,

plus $15 per EDU, per year.

iii). With the exception of the free standing restaurant, the sanitary sewer flows from the Ralph's Corner Shopping Center were reassigned to Hatfield and HTMA. A copy of the Stipulation and Order is incorporated herein by reference.

D. HTMA, Hatfield, Towamencin and the UGTMA entered into an agreement around January, 2001, regarding the sanitary sewer flows from the Vernon Court Subdivision. A copy of the 2001 Agreement is incorporated herein by reference.

E. Pursuant to the Agreement, Hatfield and the HTMA assigned and released the sanitary sewer flows from the Vernon Court Subdivision to Towamencin and the UGTMA subject to numerous conditions, including:

i). The sanitary sewer lines would be owned by the UGTMA and Towamencin would be responsible for the maintenance of the lines.

ii). The properties located within the Vernon Court Subdivision would be billed by Towamencin at the rates determined by Towamencin.

F. The parties in order to continue to facilitate gravitational flow and sewer treatment, have identified that certain area within Hatfield Township within the vicinity of Derstine Road and identified as Basin 16 on the plan attached hereto and made a part hereof as Exhibit "A" for assignment and release to Towamencin and the UGTMA ("Derstine Watershed Area").

G. The parties desire to detail the obligations of each party relating to the Derstine Watershed Area and the imminent construction of an age-restricted community in the Derstine Watershed Area.

H. The age-restricted community will consist of a phased 240 unit subdivision.

The developer ("Developer") of that project and the HTMA have entered into an agreement for construction of sewer lines ("Construction Agreement"), a copy of which is attached hereto and made part hereof as Exhibit "B".

I. The parties further desire to amend certain obligations of the parties relating to the Vernon Court Subdivision and the Welsh Road Watershed Area.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and intending to be legally bound hereby, the parties agree as follows:

1. The recitals are incorporated herein by reference.

2. Hatfield and the HTMA agree to assign and release the Derstine Watershed Area to Towamencin and the UGTMA for the purpose of collection and treatment of waste waters.

3. Towamencin and the UGTMA affirm that there is presently sufficient capacity in the UGTMA treatment plant to accept 470 EDUs of capacity, the potential build out of the Derstine Watershed Area.

4. All properties located within the Derstine Watershed Area, including the proposed 240 unit age-restricted community, shall be direct customers of HTMA and shall be billed by HTMA at the Towamencin duly adopted rate, as amended from time to time. HTMA reserves the right to establish a special rate district to recoup administrative fees associated with billing.

5. The proposed sewer lines which will connect the Derstine Watershed Area to the Towamencin interceptor line (the "improvements") shall be constructed in accordance with the stricter construction rules, regulations and requirements of the HTMA or Towamencin, as detailed in the Construction Agreement, as well as in accordance with all

applicable federal, state and local laws and ordinances. HTMA and Towamencin each reserve the right to inspect the improvements during all stages of construction. HTMA shall promptly reimburse Towamencin for any invoices for engineering or legal review fees from the escrow fund established between HTMA and the developer.

6. Pursuant to the Construction Agreement, the developer must construct the Improvements in such a manner that the flows generated from the Derstine Watershed Area can be routinely monitored. The manner in which the flows will be monitored shall be determined by the HTMA and Towamencin engineers. A five feet diameter manhole shall be installed on the proposed sewer in Derstine Road within fifty feet of the Towamencin/ Hatfield municipal boundary. The purpose of the manhole is to allow for future flow monitoring of the sewage flows from the Derstine Watershed Area. Unless otherwise detailed herein, the maximum allowable monthly average flow rate from the Derstine Watershed Area shall be 216 gpd times the purchased number of EDUs tributary to the Derstine Road Hatfield/ Towamencin sewer connection point. The maximum allowable instantaneous flow rate shall be three times the maximum allowable monthly average flow rate from the Derstine Watershed Area.

The maximum allowable monthly average flow rate from the Vernon Court Subdivision shall be established by monitoring the existing flows from those areas to establish a baseline flow rate for each area. The method for determining the baseline flow rate shall be determined by the HTMA and Towamencin engineers. The maximum allowable instantaneous flow rate shall be three times the maximum allowable monthly average flow rate from the Vernon Court Subdivision. All costs related to the monitoring shall be split equally amongst HTMA and Towamencin.

The maximum allowable monthly average flow rate from the Welsh Road Watershed Area (identified as Basin 15 on the plan attached hereto and made a part hereof as Exhibit "A") shall be 216 gpd times the purchased number of EDUs attributed to the sanitary sewer on Welsh Road at the municipal boundary between Hatfield Township and Towamencin Township. The maximum allowable instantaneous flow rate from the Welsh Road Watershed Area shall be three (3) times the maximum allowable monthly average flow rate from the Welsh Road Watershed Area.

If the total allowable flow rate is exceeded, HTMA shall be responsible for taking those steps necessary to reduce the flows, including implementing any necessary inflow and infiltration reduction measures. HTMA shall be responsible for paying to Towamencin or the UGTMA any surcharge rates established by resolution imposed by Towamencin or the UGTMA.

7. Upon completion, inspection and dedication of the improvements, HTMA shall own and maintain the Improvements located within Hatfield Township. UGTMA shall own the improvements within Towamencin Township and Towamencin Township will maintain the improvements within Towamencin Township.

8. In accordance with the Construction Agreement, the Developer shall be obligated to pay HTMA tapping fees for 250 EDUs. 240 EDUs for the age-restricted community and 10 EDUs to connect those properties located adjacent to the age-restricted community. A list of the adjacent properties is attached hereto and made a part hereof as Exhibit "C". The payments for such fees shall due and owing in accordance with the phasing of the project. The first phase of the project shall account for 70 EDUs and HTMA acknowledges receipt from the Developer of the sums necessary for such purchase. Upon

execution of this Agreement, HTMA shall promptly pay Towamencin Forty-Seven Thousand Three Hundred Twenty Dollars ($47,320.00) (70 x $676.00) to cover Towamencin's tapping fee charge and promptly pay the UGTMA Seventy-Two Thousand Four Hundred Fifty Dollars ($72,450.00) (70 x $1035.00) to cover the UGTMA's tapping fee charge. For subsequent phases, upon receipt of tapping fees from the Developer, HTMA shall promptly pay Towamencin and the UGTMA their then current tapping fee rate for the total number of EDUs connecting to the system. In accordance with the Construction Agreement, the developer shall be entitled to no recapture.

9. Towamencin and the UGTMA agree to reserve the remaining 400 EDUs ("Excess EDUs") of capacity for the future development of the Derstine Watershed Area for a period of two years from the date of this Agreement. Towamencin and the UGTMA agree that no tapping fees or any other charges shall be due until such time as individual properties connect to the sewer system and at such time only the tapping fees and charges due for the number of EDUs connected shall be due. After two years, Towamencin and the UGTMA agree that for a period of three years HTMA shall have a right of first refusal to purchase any and all remaining Excess EDUs.

10. Upon the subsequent connection of any of the properties in the Derstine Watershed Area not detailed in paragraph 8, HTMA shall promptly pay Towamencin and the UGTMA its then current tapping fee for each Excess EDU connected. Notwithstanding anything detailed herein, Towamencin and the UGTMA acknowledge that HTMA can pay the tapping fees for any of the reserved Excess EDUs at any time at the then current tapping fee. HTMA must provide a copy of all future plans for sanitary sewer construction within the Derstine Watershed Area, the Vernon Court Subdivision area and the Welsh Road

Watershed Area to Towamencin and the UGTMA for review. All sanitary sewer construction in areas tributary to Towamencin and the UGTMA shall be built to the stricter construction rules, regulations and requirements of HTMA or UGTMA.

11. HTMA agrees to promptly notify Towamencin and the UGTMA whenever any property or unit is connected to the sewer system served by the UGTMA wastewater treatment plant. Hatfield shall provide Towamencin and the UGTMA with notice of any Use and Occupancy permit issued for a property tributary to the UGTMA wastewater treatment plant.

12. Those properties located in the UGTMA wastewater treatment plant tributary area shall be bound by those ordinances, rules and regulations of Towamencin and/or the UGTMA relating to quality of waste, methods of connection, inflow and infiltration, etc. HTMA and Hatfield shall enact or cause to be enacted such ordinances and regulations or amendments thereto as may be necessary to effectuate the intent of this paragraph.

13. HTMA agrees to accept dedication of those dedicated sewer improvements in Hatfield Township currently servicing the Vernon Court Subdivision and the Welsh Road Watershed Area. Such acceptance is subject to an inspection of the existing conditions of the sewer improvements by HTMA. In the event such sewer improvements require immediate repair or are in unacceptable condition to HTMA, the parties agree to further discuss the ownership and/or maintenance responsibilities pertaining to those sewer improvements.

Towamencin agrees to provide HTMA with copies of the available "as-builts" from the sewer line projects for the Vernon Court Subdivision. Towamencin shall also provide HTMA with any correspondence between Towamencin and the developers/ contractors of the sewer lines relating to any issues with the installation thereof or the

materials utilized in therein.

14. HTMA shall be responsible for billing the customers located in the Vernon Court Subdivision and such customers shall be the direct customers of HTMA. For each customer, HTMA shall pay Towamencin in an amount equal to Towamencin's duly adopted rate as shall be amended from time to time. HTMA reserves the right to establish a special rate district to recoup administrative fees associated with billing.

15. HTMA shall continue to be responsible for billing the Welsh Road Watershed Area. For each customer, HTMA shall pay Towamencin in an amount equal to Towamencin's duly adopted rate as shall be amended from time to time. HTMA reserves the right to establish a special rate district to recoup administrative fees associated with billing.

16. Towamencin shall periodically bill HTMA at Towamencin's then duly adopted rate for the total number of EDUs connected to the sewer system by the Vernon Court Subdivision, Welsh Road Watershed Area and the Derstine Watershed Area. HTMA agrees to pay all bills within 45 days of receipt of same.

17. HTMA shall be solely responsible for filing sewer rental liens on those customers covered by this Agreement.

18. All existing agreements relating to the Welsh Road Watershed Area or the Vernon Court Subdivision, including the 1979 Agreement and the 2001 Agreement, are hereby terminated. The terms and conditions of this Agreement shall govern those areas.

19. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

20. Should any paragraph, term or provision of this Agreement hereafter be declared to be invalid or unenforceable for any reason, such declaration shall not affect or

impair the validity or enforceability of the remainder of this Agreement, it being the intention of the parties hereto that this Agreement would have been made and entered into had not such illegal or invalid provision been incorporated herein.

21. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the parties and then only to the extent set forth in such instrument.

22. This Agreement shall extend to and bind the parties and their respective successors in interest. This Agreement may not be assigned.

23. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein and all prior and contemporaneous agreements, understandings, representations and statements, oral or written, is merged into this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first hereinabove written.

HATFIELD TOWNSHIP MUNICIPAL AUTHORITY

Karen Rutherford

By: Charles Murgia

HATFIELD TOWNSHIP

_____

By: _____

TOWAMENCIN TOWNSHIP

_____

By: _____

impair the validity or enforceability of the remainder of this Agreement, it being the intention of the parties hereto that this Agreement would have been made and entered into but not such illegal or invalid provision been incorporated herein.

21. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the parties and then only to the extent set forth in such instrument.

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HATFIELD TOWNSHIP MUNICIPAL AUTHORITY

By: _____

HATFIELD TOWNSHIP

By: _____

TOWAMENCIN TOWNSHIP

By: _____

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first hereinabove written.

HATFIELD TOWNSHIP MUNICIPAL AUTHORITY

_____ By:_____

HATFIELD TOWNSHIP

_____ By:_____

TOWAMENCIN TOWNSHIP

_____ By:_____

UPPER GWYNEDD-TOWAMENCIN MUNICIPAL AUTHORITY

By: _____

1985 Stipulation and Order

Montgomery County Docket 85-07822

HAMBURG, RUBIN, MULLIN & MAXWELL
BY: J. SCOTT MAXWELL, ESQUIRE
IDENTIFICATION NO. 09449
800 EAST MAIN STREET
LANSDALE, PA 19446-3098
(215) 368-3600

ATTORNEY FOR
PLAINTIFF

IN THE COURT OF COMMON PLEAS
OF MONTGOMERY COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

HATFIELD TOWNSHIP MUNICIPAL AUTHORITY	:	NO. 85-07822
vs.	:	
TOWAMENCIN TOWNSHIP	:	IN EQUITY

O R D E R

AND NOW, this 31st day of DECEMBER, 1988, upon consideration of the foregoing Stipulation, it is hereby ORDERED THAT:

1. The request of Hatfield Township and Upper Gwynedd-Towamencin Municipal Authority to intervene is granted and they are hereby made parties to this action.

2. The foregoing Stipulation is approved and all parties are hereby bound by its terms.

3. The Prothonotary shall mark the docket in this action "Settled, Discontinued and Ended".

BY THE COURT:

/S/ ANITA BRODY J.

IN THE COURT OF COMMON PLEAS
OF MONTGOMERY COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

HATFIELD TOWNSHIP MUNICIPAL AUTHORITY	:	No. 85-07822
	:	
	:	IN EQUITY
v.	:	
	:	
TOWAMENCIN TOWNSHIP	:	

STIPULATION OF COUNSEL RE: SETTLEMENT AND INTERVENTION

TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

Undersigned counsel, with the consent of their respective clients, do hereby STIPULATE and AGREE as follows:

1. Upon approval of this Stipulation and entry of an appropriate Order by this Honorable Court, Hatfield Township and the Upper Gwynedd-Towamencin Municipal Authority shall be permitted to intervene in this litigation and become parties to it, and shall be bound by the terms of this Settlement Stipulation.

2. Hatfield Township and Towamencin Township agree to take such action as is required to revise their respective Act 537 Plans to reflect the terms of this settlement Stipulation.

3. Towamencin Township will take that action necessary to cause the developer of the Grist Mill Run Subdivision to install sewer lines to the south edge of Welsh Road in the approximate location depicted on Exhibit "A" which is attached hereto and incorporated herein by reference as if set forth in extenso.

4. Hatfield Township Municipal Authority will install the remaining portions of the collection lines required to provide sanitary sewer service to

residents in Hatfield Township located along the north side of Welsh Road. Prior to construction of the lines, the Engineers for the Hatfield Township Municipal Authority and Upper Gwynedd-Towamencin Municipal Authority will meet and agree on the design, materials, construction and inspection procedures for the lines.

5. Hatfield Township Municipal Authority will have sole discretion in determining the method and amount of assessing costs of constructing the collection lines which it installs, and shall have the right to collect and retain any assessment fees, capital contribution fees, tapping fees, connection fees or sewer rental charges it imposes upon Hatfield Township residents.

6. Hatfield Township Municipal Authority will dedicate the sewer lines which it constructs in Welsh Road to the Upper Gwynedd-Towamencin Municipal Authority which agrees to be responsible for the maintenance of these sewer lines.

7. Towamencin Township and/or the Upper Gwynedd-Towamencin Municipal Authority will determine the best method and timing of providing sanitary sewer service to Towamencin Township residents located along the south side of Welsh Road.

8. The Upper Gwynedd-Towamencin Municipal Authority shall determine the method of assessment and shall have the right to collect and retain any assessment fees, capital contribution fees, tapping fees, connection fees, or sanitary sewer rentals imposed on residents of Towamencin Township.

9. Towamencin Township and the Upper Gwynedd-Towamencin Municipal Authority agree to forgive any unpaid sanitary sewer rentals due it from Hatfield Township Municipal Authority as a result of providing sanitary sewer service to the Ralph's Corner Shopping Center.

10. The Upper Gwynedd-Towamencin Municipal Authority agrees to provide sanitary sewer service to the Ralph's Corner Shoping Center, without charge

to Hatfield Township Municipal Authority, until such time as the existing connection is terminated and sewage flows from the Ralph's Corner Shopping Center are directed to the Treatment Plant of the Hatfield Township Municipal Authority, or for a period of six (6) months from the date of this Stipulation, whichever first occurs.

11. Towamencin Township and the Upper Gwynedd-Towamencin Municipal Authority agree to give up the existing Ralph's Corner Shopping Center as a sewer customer and hereby grant all rights to it and the proposed Ralph's Corner Shopping Center Expansion to the Hatfield Township Municipal Authority with the exception of the proposed restaurant that will front Welsh Road just east of the existing shopping center. Hatfield Township agrees to amend its Act 537 Official Sewage Facilities Plan in accordance with this Agreement and to adopt an amendment to its Resolution accepting the Towamencin Township Act 537 Official Sewage Facilities Plan, to provide that the parcel upon which the proposed restaurant is to be located shall be included within the service area of Towamencin Township.

12. The proposed restaurant to be constructed on Welsh Road, just east of the existing Ralph's Corner Shopping Center, shall connect to the gravity sewer which is immediately adjacent to the proposed restaurant and flows to the Upper Gwynedd-Towamencin Treatment Plant.

13. Hatfield Township Municipal Authority and Hatfield Township grant Towamencin Township and Upper Gwynedd-Towamencin Municipal Authority the right to impose their fees and charges on the developer of the restaurant, but sewer rentals will be billed to Hatfield Township Municipal Authority at a rate equal to those ratas charged by Hatfield Township Municipal Authority to similar customers plus Fifteen Dollars ($15.00) per equivalent dwelling unit.

14. The properties located in Hatfield Township which are to be served by the sewers to be installed pursuant to Paragraph 4 hereof draining to the Upper Gwynedd-Towamencin Municipal Authority treatment plant, shall be under and subject to all of the terms and conditions of the Towamencin Township Sewer Use Ordinance, as amended, in effect from time to time except as to the imposition of sewer rentals; in which case, said properties shall be billed by Towamencin Township to the Hatfield Township Municipal Authority for sewer service at the Hatfield Township Municipal Authority rate, together with Fifteen ($15.00) per property per year.

15. Towamencin Township and/or Upper Gwynedd-Towamencin Municipal Authority shall satisfy any and all sewer rental liens which may have been filed as a result of Hatfield Township Municipal Authority withholding payment for sewer rentals related to the Ralph's Corner Shopping Center.

16. The prior Agreement between the parties relating to the Ralph's Corner Shopping Center is hereby terminated.

17. By execution of this Stipulation, and the court approval thereof, this matter shall be marked in the Prothonotary's docket as "Settled, Discontinued and Ended".

HATFIELD TOWNSHIP MUNICIPAL AUTHORITY

By: _____
Hamburg, Rubin, Mullin & Maxwell, Solicitor

HATFIELD TOWNSHIP

By: _____
Pearistine-Salkin Associates, Solicitor

UPPER GWYNEDD-TOWAMENCIN MUNICIPAL AUTHORITY

By: _____
Landis, Kerns & Hopkins, Solicitor

TOWAMENCIN TOWNSHIP

By: _____
Jenkins, Tarquini & Jenkins, Solicitor

AGREEMENT AMONG HATFIELD TOWNSHIP HATFIELD TOWNSHIP MUNICIPAL AUTHORITY TOWAMENCIN TOWNSHIP AND UPPER GWYNEDD-TOWAMENCIN MUNICIPAL AUTHORITY

WHEREAS, there are certain areas located in Hatfield Township, north of Welsh Road, including the Vernon Court Development Tract, particularly set forth in a plan thereof made by T.H. Properties, Inc. ("Developer") dated May 10, 2000, last revised October 23, 2000 ("Plans"), which flow, by gravity, into the Upper Gwynedd-Towamencin sewer area; and

WHEREAS, by a prior undated agreement among the parties, Hatfield Township ("Hatfield") and the Hatfield Township Municipal Authority ("HTMA") agreed to assign this area of Hatfield Township's sewer capacity to Upper Gwynedd-Towamencin Municipal Authority ("UGTMA") and Towamencin Township ("Towamencin") in order to facilitate gravitation of flow and sewer treatment.

WHEREAS, Hatfield and HTMA, in order to continue to facilitate gravitational flow and sewer treatment, hereby assign to Towamencin and UGTMA the area designated as the Vernon Court Development on the Plans proposed by Developer; and

WHEREAS, all parties to the agreement desire to spell out the procedure of facilitating the installation of sewers and to properly initiate sewer coverage for the proposed homes in the Vernon Court Development.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and benefits to all parties, the parties hereby agree as follows:

1. Hatfield and HTMA agree to assign the area of the Vernon Court Development in Hatfield Township, as set forth in the Plans to Towamencin and UGTMA for the purpose of collection and treatment of waste waters.

2. The customers to be served in Vernon Court shall be residential customers only. The parties agree that as the customers within Vernon Court connect to the sewer collection lines, they shall be billed for annual sewer rental by Towamencin at such rate as Towamencin shall determined from time to time.

3. The parties agree that the individual properties will be direct customers of Towamencin.

4. The proposed sewer lines shall be constructed by the Developer of the property and Developer shall pay all of the necessary tapping fees for the purchase of the required

EDU's (50 EDU's from Towamencin at One Thousand Five Hundred Dollars ($1,500.00) per EDU and 50 EDU's from UGTMA at Three Thousand Four Hundred Fifty Dollars ($3,450.00) per EDU). The tapping fees shall be in addition to all costs involved in the construction of any collection lines, laterals, manholes, and any other sewage facilities required by Towamencin and UGTMA to be constructed within the development or are necessary to connect the development to the UGTMA's sewage system. Developer shall be solely responsible for the cost of construction of all sewer lines and equipment necessary to connect the development to UGTMA's sewer system.

5. Upon completion, inspection and certification of the lines, the sewer lines shall be owned by UGTMA and maintained by Towamencin regardless of the location of the lines, within or immediately adjacent to the right-of-way of Welsh Road.

6. Towamencin shall have the right to file assessment and/or sewer rental liens against customers connected to the proposed sewer lines serving Vernon Court.

7. The contemplated project shall be completed within two (2) years from the date of execution of this Agreement. Contemporaneously with the execution of this Agreement, the Developer of the tract shall post with Towamencin financial security and shall execute a financial security agreement for the construction of the sanitary sewer improvements shown on the Plans, all of which shall be in the form acceptable to the Solicitor for the parties hereto. Said financial security shall secure completion of the proposed sewer lines in accordance with the Plans and specifications approved by the Towamencin Township Engineer. In the event that the sewer lines are not completed in accordance with said plans and specifications within the two (2) year time limit established in this paragraph, Towamencin shall have the right to drawn down on the aforementioned financial security to the extent necessary to complete said lines. The amount of the financial security shall be equal to 110% of the estimated construction cost of the proposed sewer lines to be installed.

8. Developer shall be legally liable for the completion of said lines, even if the actual cost for the installation of said line exceeds the amount secured by the financial security. Towamencin agrees to continually update construction cost estimates and Developer agrees to add to the financial security any amounts sufficient to reflect the then current construction costs.

9. This Agreement shall not be constructed as providing for a reservation of any sewer capacity by and/or for the benefit of Developer unless and until Developer pays the tapping fees specified in paragraph 4 hereinabove.

10. The parties agree that any properties served within Hatfield Township as a result of this Agreement relating to Vernon Court shall be bound by those ordinances, rules and regulations of Towamencin and/or UGTMA relating to quality of waste, methods of

connection, inflow and infiltration, etc. HTMA and Hatfield, if necessary, shall enact or cause to be enacted such ordinances and regulations or amendments thereto as may be necessary to effectuate fully the intent of this paragraph.

11. The existing undated Agreement between the parties referred to in the second WHEREAS of this Agreement shall remain in full force and effect, unaltered by the terms of this Agreement. To the extent this Agreement or any of its terms is inconsistent with the provisions of the undated Agreement, a copy of which is attached hereto as Exhibit "A," the provisions of this Agreement shall control.

11. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania and may be modified only by a written document executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed, the day and year first above written.

HATFIELD TOWNSHIP

By: _____

Attest: _____

HATFIELD TOWNSHIP MUNICIPAL AUTHORITY

By: _____

Attest: _____

TOWAMENCIN TOWNSHIP

By: _____

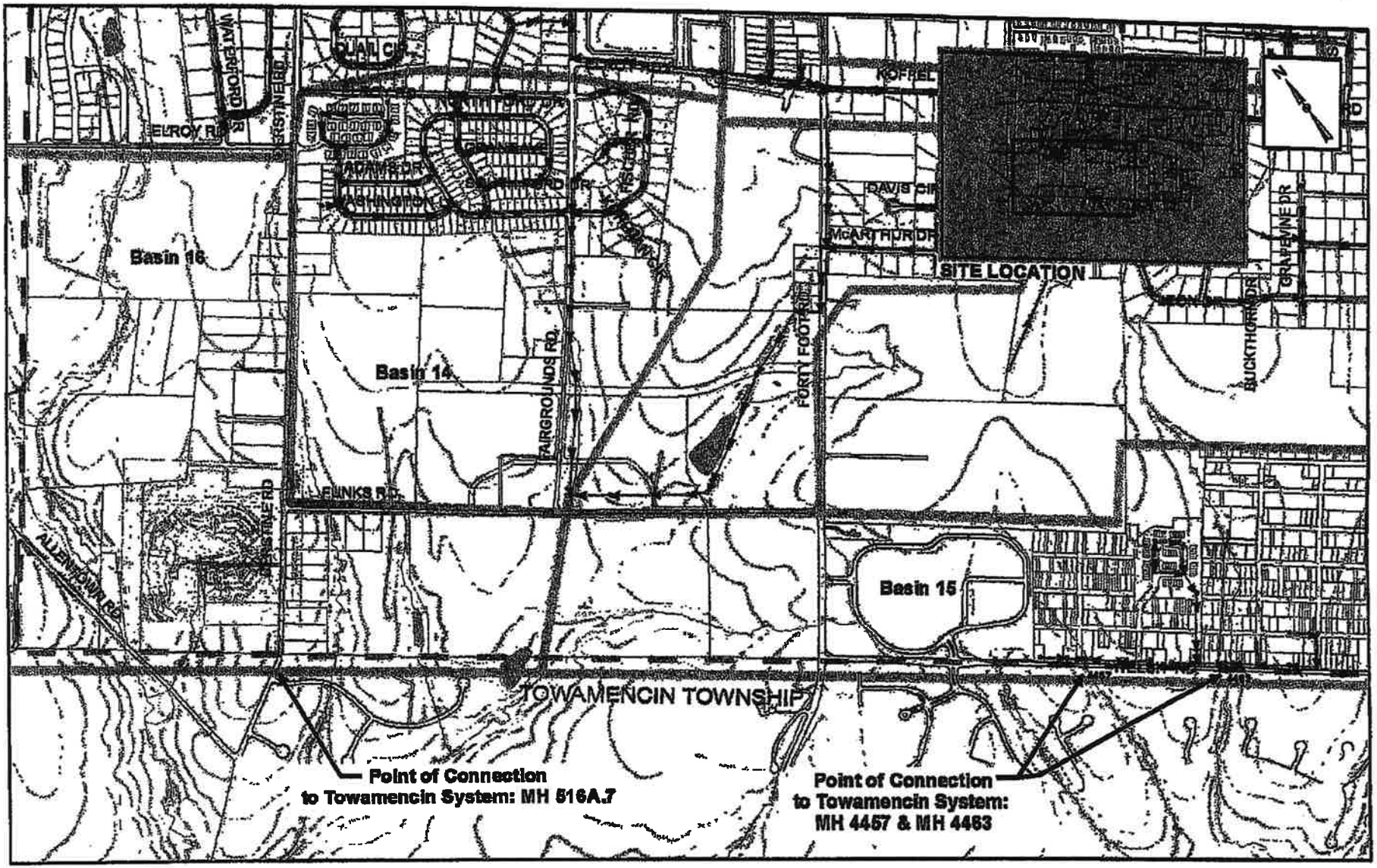
Attest: _____

UPPER GWYNEDD-TOWAMENCIN
MUNICIPAL AUTHORITY

By: _____

Attest: _____

Exhibit A



Hatfield Sanitation Basins · Manhole · Water Body · Parcels
Gravity Sewer · Stream · Township Line

0 250 500 1,000 Feet

DERSTINE & WELSH RD DRAINAGE AREA

Hatfield Township Municipal Authority
Hatfield Township, Montgomery County, Pennsylvania

CET ENGINEERING SERVICES
Harrisburg, Pennsylvania

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Date: 8/30/2010
Path: J:\Hatfield Township Municipal Authority (0892)\0800 - Act 537\GIS\Derstine_and_Welsh_Rd.mxd

Exhibit B

Prepared by/Return to:
Paul G. Mullin, Esquire
Hamburg, Rubin, Mullin, Maxwell & Lupin
375 Morris Road, P.O. Box 1479
Lansdale, PA 19446-0773
215-661-0400

Parcel Numbers: 35-00-02842-00-3

AGREEMENT FOR CONSTRUCTION OF SEWER LINES

THIS AGREEMENT ("Agreement"), made this _____ day of _____, 2010 between **HATFIELD TOWNSHIP MUNICIPAL AUTHORITY** (hereinafter referred to as "Authority") and **DERSTINE RUN LIMITED PARTNERSHIP**, its successors and assigns (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Authority is duly incorporated under the provisions of the Municipality Authorities Act, as amended, (the "Act") and has been designated as the agency within Hatfield Township, Montgomery County ("Township") responsible for providing sanitary sewer capacity and sanitary sewer service; and

WHEREAS, Developer is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with the principal office for the conduct of business located at 1292 Allentown Road, Lansdale, Pennsylvania 19446; and

WHEREAS, Developer presently owns or will shortly acquire ownership of certain real estate in Municipality known as Derstine Run Condominium, Unit #1 , 84 Derstine Road, Hatfield Township, Montgomery County Pennsylvania and consisting of approximately 5.4035 acres of land (the "Property"); being tax parcel no. _____ as more specifically

described in plans, prepared by Czop/Specter, Inc., dated September 2, 2009 and last revised June 21, 2010, said Plans being incorporated herein by reference as if set forth in extenso; and

WHEREAS, the Developer is utilizing the Property to construct a phased age restricted community and this Agreement shall cover phase 1 of the project; and

WHEREAS, Developer has agreed to construct and install sanitary sewer lines, sewer trunk lines, mains, laterals, and other appurtenances thereto, both on and leading to and from the aforesaid site, collectively referred to as the "Improvements", the quantities and costs of same being more specifically described in Exhibits "A" and "B", which is attached hereto and made part hereof, and the Authority is willing to provide such sanitary sewer service; and

WHEREAS, Developer and Authority acknowledge that the sanitary sewer flows shall be released by Hatfield Township and the Authority and will be treated by Towamencin and the Upper Gwynedd- Towamencin Municipal Authority ("UGTMA"); and

WHEREAS, Developer has agreed to pay to the Authority connection fees, tapping fees and certain sums of money to reimburse Authority for engineering, legal and administrative fees, and other related costs of said development.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and intending to be legally bound hereby, the parties agree as follows:

1. Developer agrees that all construction shall be in accordance with the Plans and further agrees that prior to commencement of construction, Plans prepared for the aforesaid construction shall be submitted to the Authority, Towamencin and the UGTMA for their review and approval. Developer further agrees that should Authority, Towamencin or UGTMA Rules, Regulations, and/or Specifications change between the date of this Agreement and commencement of construction, Developer will construct in accordance with "then current"

Rules, Regulations, and Specifications. No construction shall commence unless and until the Authority, Towamencin and the UGTMA have approved such Plans and specifications.

2. Developer shall construct and install the Improvements as are more specifically set forth in Exhibit "A" in accordance with the Plans.

3. Developer agrees to employ a responsible, experienced contractor (the "Contractor") and to employ a sufficient workforce and equipment to complete construction of the Improvements.

4. Developer agrees that construction of the Improvements shall be pursued diligently and shall be made under the supervision of the Authority's and Towamencin's engineers, who shall be compensated for all costs of its employees engaged in the inspection of said project, and further agrees that said Improvements shall not be used until the construction is approved by the engineers, indicating that the required specifications have been met.

5. Developer will require its paving contractor to schedule the paving so that sanitary sewer lines and all their respective appurtenances are installed prior to hard surfacing of streets and will require its paving contractor to exercise due care in paving over any of the Improvements. If because of the non-observance of the above requirements, any part of the Improvements or any of the Authority's facilities are damaged or repaving is required, Developer will repair or replace such facilities to the reasonable satisfaction of the Authority or, upon receipt of the Authority's billing, reimburse the Authority in full for repairs or costs thus incurred.

6. Developer may install the sanitary sewer collection system prior to the installation of curbing only upon the condition that Developer agrees to be responsible for, and to pay promptly upon request of the Authority, all costs and expenses, including legal and engineering fees, associated with any repair, replacement or relocation of any portion of such sanitary sewer

lines or related, laterals or other appurtenances caused in any way by the final grading of streets or installation or curbs, including settlement and insufficient ground cover, in order the meet the Authority's specifications. If lines are installed prior to installing curbs, Developer will be responsible for damage attributable to settling or relocation. Developer agrees that until and unless (i) all curbs are installed; (ii) all streets are finally graded and paved; and (iii) all portions of the sanitary sewer system including lines, laterals, manholes, pump stations and other appurtenances to the sewer Improvements are repaired, replaced or relocated and have been paid for in full by Developer, the Improvements will not be deemed to be "complete" or acceptable for dedication to the Authority.

7. In accordance with the Authority's specification and as set forth in the approved Plans, Developer will construct the individual building sewers between the lateral and the structures. Such construction will be subject to approval and inspection of the Authority's engineer and no trench will be backfilled or other work obscured prior to inspection. Whether billed by the Authority in advance based on estimated costs or whether billed after the Authority conducts the inspection, Developer will pay the cost of such inspection upon the Authority's written demand. If any defect in workmanship or material is found, the Authority will not render service until such defect is remedied.

8. Upon application by Developer, and upon payment of the current charge for each building, the Authority will furnish sanitary sewer service, as and when available, for Developer's use during construction on the Property.

9. On discovery of any defect in the construction of the Improvements or material utilized therein, or any variations from the Plans and materials utilized therein, or any variations from the Plans and specifications approved by the Authority, Towamencin or the UGTMA, the appropriate engineer or representative shall: (i) give notice of such defect or variations to the

Authority, Towamencin or UGTMA and the Developer; and (ii) unless Developer shall have forthwith corrected or caused to be corrected any such defect or variation, withhold authorization of further payments under construction contracts from the deposit with the Authority or held in escrow; provided that no failure on the part of one of the municipal engineers to discover any such defects or variations, or to give notice as required by this Paragraph, or to cause further disbursements from deposited funds to be withheld, shall operate as a waiver of any such defects or variations on the part of the Authority, Towamencin or UGTMA; and provided further that no such failure on the part of the appropriate municipal engineer shall limit the right of the Authority, Towamencin or UGTMA, as hereinafter provided, to reject any offer to dedicate and convey the completed Improvements to the Authority, or to refuse to provide sanitary sewer service. Developer shall be responsible for all phases of construction including the physical connection of the Improvements to the Authority's existing sewer system.

10. Developer agrees that all inspections of the construction of said Improvements or sections or phases thereof shall be made by the Authority and Towamencin through their engineers. After completion of construction, Developer shall request that a certificate be filed indicating that the construction has been completed in accordance with the approved Plans and the applicable rules and regulations.

11. Developer shall pay all costs of constructing and installing the Improvements, which shall be performed under the observation of the Authority's and Towamencin's engineer and shall pay all costs incurred by the Authority and Towamencin with respect thereto, all costs shall include, but are not limited to, all related supervisory, inspection, administrative, legal and engineering fees incurred by the Authority and Towamencin.

fifteen (15) days, this Agreement shall terminate and all remaining Security shall be paid to the Authority.

15. Developer agrees to indemnify, save and hold harmless and defend Authority, its engineers, officers, employees, agents and servants from any and all liens, costs, liabilities, charges, claims, demands, losses, costs, including but not limited to legal fees and court costs, causes of action or suits of any kind or nature whatsoever, from any causes whatsoever, whether known or unknown, foreseen or unforeseen, arising by reason of or during performance of any work of any kind or nature covered by this Agreement.

16. Developer agrees that the indemnity obligations of Developer under this Agreement apply to, and include, claims made by employees of Developer and Developer's Contractors. Developer, on behalf of itself and its contractors, hereby waives the protection and immunity of the Worker's Compensation Act, as to any action brought against the Authority, and all other immunities or statutory provisions, which would otherwise prohibit, prevent or limit Developer from having the indemnification duties and liabilities set forth in this agreement.

17. The Authority will give prompt written notice to Developer of any such claim asserted against it, which claim, if sustained, may result in liability on the part of Developer hereunder; provided, however, that the reasonable failure on the part of the Authority to give such notice shall not relieve Developer from its obligations under this section. If requested by the Authority in such notification, Developer will promptly assume the defense thereof, employing competent counsel in such defense; provided, that nothing contained herein shall require the Authority to accept counsel unsatisfactory to it; and provided further, that no compromise or settlement of such claims shall be made without the prior written consent of the Authority.

18. If Developer fails to complete construction of the Improvements within one (1) year after providing Security to the Authority, or if Developer fails to prosecute the construction with reasonable promptness and diligence, or if Developer, after written request fails to correct defective materials or workmanship, upon ten (10) days' written notice to Developer, the Authority may, but shall not be obligated to, complete the Improvements or any portion thereof, and in such case any Security shall be paid to the Authority upon written demand therefor to pay the costs associated with such construction. The Authority shall have the right, but not the obligation, to secure materials of the quality and quantity required by the Plans and the necessary numbers of workmen, mechanics and the required equipment on the open market at the then current market prices from any party to complete the construction of the Improvements, or any portion thereof. In the event the Authority proceeds with construction pursuant to this Paragraph, Developer shall be deemed to have assigned to the Authority all materials, tools and equipment on the construction site for use in completing the construction.

19. Upon written request to the Authority to certify completed portions of the Improvements, the Authority's engineer shall issue such certification within forty-five (45) days and the Authority will then authorize the release of Security in an amount equal to the amount of the certified Improvements for payment to the appropriate Contractor. If within forty-five (45) days the Authority's engineer in writing states that the Improvements have not been satisfactorily completed, no release shall be authorized until such time as the work has been satisfactorily completed. The Authority shall at all times have the right to retain ten percent (10%) of the total cost of Improvements as set forth in Exhibit A, pending final certification. Upon completion of all of the Improvements certified by the Authority's engineer, the balance of Security shall be returned to the Developer.

20. Developer agrees that prior to the commencement of construction, Developer will furnish the Authority and its engineer with a certificate of insurance indicating that Developer has obtained public liability insurance, including XCU coverage, with limits of $1,000,000 for any one occurrence, $2,000,000 for multiple accidents, and $500,000 for property damage liability, which insurance includes the Authority, the Authority's engineer and the Township as additional insureds for all purposes. Such insurance shall be written by an insurer qualified for business in Pennsylvania and which is satisfactory to the Authority, and shall be on an "occurrence basis". Insurance written on a "claims made" basis shall not satisfy the requirements of this Agreement. The Authority and its solicitor, engineer, and officers shall not have modified or waived, and shall not be estopped from enforcing the requirements that insurance policies be written on an "occurrence basis" by any failure to object to any policy secured and submitted by or for Contractor, or by any other conduct. The obligation of Contractor to secure and maintain insurance written on an "occurrence basis" shall remain with Contractor, and shall be enforceable against Contractor, at all times, including after a loss has occurred, excepting only if the Authority shall have in writing expressly agreed to accept insurance which is not written on an "occurrence basis", which writing must expressly recognize that such insurance is not written on an "occurrence basis." Developer agrees to indemnify, save and hold harmless and defend Authority, its officers and employees, from any and all liens, charges, claims, demands, losses, costs, including but not limited to legal fees and court costs, causes of action or suits of any kind or nature whatsoever, from any causes whatsoever, whether known or unknown, arising by reason of or during performance of any work of any kind or nature covered by this Agreement.

21. Developer agrees that after the Authority's engineer files a certificate of completion, Developer shall dedicate and convey by appropriate deed of dedication to the

Authority, all Improvements, rights of entry, and such further rights of way and/or easements, free and clear of all liens and encumbrances which the Authority's solicitor deems to be necessary or desirable to perfect the Authority's interests in the sanitary sewer system as extended, and as the Authority's engineer deems desirable to enable the Authority to connect the system to other portions of the Authority's sanitary sewage system so as to insure efficient flow of sewage throughout the system. Such connection points will be locations satisfactory to both parties. The Authority agrees, upon approval of the same, to accept said dedication of such Improvements as Authority normally accepts in order to maintain and operate same as part of its sanitary sewer system. In no event shall Developer retain any right to convey or dedicate the sanitary sewer system, or to take service from any other supplier of sanitary sewer service. Developer shall supply the Authority with all pertinent tax parcel numbers, written legal descriptions of the easements and rights-of-way, and all costs, fees and any expenses for the preparing, registering and recording by the Authority of any document contemplated herein shall be paid by Developer upon demand therefor.

Developer agrees that Authority, or anyone else with Authority's permission, may make connections with the Improvements constructed by Developer, notwithstanding the fact that such connection is made prior to an offer of dedication.

22. Prior to commencing work on the Improvements, Developer shall supply all deeds of easements and rights-of-way noted by the Authority's engineer as necessary or desirable. All necessary easements, rights-of-way and acquisitions required by Developer are the responsibility of Developer, who agrees to pay all costs associated therewith. The Authority may, but shall not be required to, assist in the acquisition of rights-of-way using the Authority's powers of eminent domain. The Authority shall cooperate, at Developer's expense, to assist Developer in securing permits required by the Pennsylvania Department of Transportation.

23. Prior to dedication, the Developer agrees to register the underground facilities with the Pennsylvania One Call System. In accordance with 73 P.S. § 176 et seq. (the "Act"), the Developer shall be responsible for any obligations required of a Facility Owner, as defined in the Act, until such facilities are dedicated to the Authority.

24. Developer agrees that after the Authority's engineer files a certificate of completion, Developer shall dedicate and convey by appropriate deed of dedication to the Authority, all Improvements, rights of entry, and such further rights of way and/or easements, free and clear of all liens and encumbrances which the Authority's solicitor deems to be necessary or desirable to perfect the Authority's interests in the sanitary sewer system as extended, and as the Authority's engineer deems desirable to enable the Authority to connect the system to other portions of the Authority's sanitary sewage system so as to insure efficient flow of sewage throughout the system. Such connection points will be locations satisfactory to both parties. The Authority agrees, upon approval of the same, to accept said dedication of such Improvements as Authority normally accepts in order to maintain and operate same as part of its sanitary sewer system. In no event shall Developer retain any right to convey or dedicate the sanitary sewer system, or to take service from any other supplier of sanitary sewer service. Developer shall supply the Authority with all pertinent tax parcel numbers, written legal descriptions of the easements and rights-of-way, and all costs, fees and any expenses for the preparing, registering and recording by the Authority of any document contemplated herein shall be paid by Developer upon demand therefore.

Developer agrees that Authority, or anyone else with Authority's permission, may make connections with the Improvements constructed by Developer, notwithstanding the fact that such connection is made prior to an offer of dedication.

25. The Authority shall not be obligated to accept any deed of dedication, easements or rights-of-way or to provide sanitary sewer service until (i) Developer has provided a certificate prepared by its consulting engineers verifying satisfactory testing of the Improvements so dedicated and completion thereof in full compliance with the Plans and specifications approved by the Authority; (ii) the Authority in its sole discretion, has determined that the intended use of the sanitary sewer system has not been materially altered since its approval of the Plans and specifications; (iii) Developer's contractor has executed a written confirmation of its guarantee of the system as hereinafter provided; and (iv) Developer is not in default of any other obligations imposed pursuant to this Agreement.

26. At the time of acceptance of dedication by the Authority, Developer's Contractor shall guarantee to the Authority that the Improvements shall be free of defects in workmanship and any variations from the approved Plans and specifications, as may be amended, with respect to materials to be used and the methods of construction and installation of the Improvements for a period of eighteen (18) months after such dedication. In the event that any defects in workmanship are required to be corrected within such eighteen (18) month period, Developer's Contractor agrees to make all necessary repairs to correct such defects after receipt of written notice from the Authority specifying such defects in workmanship and describing the extent of the repairs required. Developer's Contractor Developer shall use its best efforts to complete any such repairs within thirty (30) days after the receipt of such written notice from the Authority, provided, however, that in the event of any emergency which Authority determines is a health or safety hazard, Authority shall provide notice to Developer and Developer's Contractor by telephone, followed by facsimile communication, to immediately commence to make such repairs and shall complete same within five (5) days of the notice by telephone. If Developer's Contractor fails to correct any such defects in workmanship in accordance with the terms and

provisions hereof, Authority may, at its option, after expiration of the grace period hereinabove provided, enter into possession, complete the work with its own men or by contract, and the entire reasonable cost of such completion including engineering and legal expenses shall be paid to Authority by Developer upon written demand therefor.

27. In order to further protect Authority, or in the event any of the work described herein with regard to the Property shall be performed by any purchaser of Developer then, at the time of the acceptance of dedication by the Authority, Developer or purchaser of Developer or Developer's contractor shall furnish Authority with an escrow fund, letter of credit or maintenance bond, which shall guarantee the Authority for a period of eighteen (18) months after the acceptance of said dedication against defects in workmanship in all such matters dedicated to the Authority. The escrow fund, maintenance bond or letter of credit shall be in the amount of fifteen percent (15%) of the original construction costs and in form satisfactory to the Authority's solicitor.

28. After such dedication to and acceptance by the Authority, and subject to the eighteen (18) month warranty against defects and workmanship, Authority shall operate and maintain at its sole cost and expense all such matters included within the dedication. The Authority shall promptly release any remaining Security and/or return any unused cash escrow, without any interest accumulations, to Developer upon Developer's written request to the Authority.

29. Developer, after completion and prior to dedication contemplated herein, shall supply the Authority with an accurate plan showing the physical location and depth of all facilities constructed under the provisions of this Agreement. It is also agreed that no lots or property abutting the sanitary sewer lines and construction herein shall be connected to said sanitary sewer lines until written approval is received from the Authority.

30. After acceptance of dedication of the Improvements by the Authority, the Improvements shall be the sole property of the Authority and the Authority shall have the right to connect other users of the Authority's systems to the Improvements.

31. Developer acknowledges that in addition to all other amounts payable under this Agreement, Developer, or any purchaser, assignee, heir or successor upon execution of this Agreement, will pay to the Authority a sewer tapping fee of One Hundred Ninety Thousand Eight Hundred and Twenty Dollars ($190,820.00) ($2,726.00 x 70 EDUS). Tapping fees are imposed in accordance with Act 57 of 2003 and the Authority Fee Schedule and Resolution implementing tapping fees. Developer specifically acknowledges that Developer has been afforded the opportunity to review Authority's fees and charges set forth in this Agreement and specifically agrees to the validity of the same. Developer further acknowledges that in exchange for the Authority releasing the capacity from its service area to Towamencin and the UGTMA, among other things, the Developer is paying tapping fees for ten properties located within the area of its development. Those EDUs are included within the calculation detailed in this paragraph. Developer further acknowledges that it is responsible for posting a Three Thousand Dollar ($3,000.00) with the Authority to cover UGTMA's legal fees. The Authority shall be responsible for timely paying the UGTMA's invoices and shall promptly return any unused portion of the escrow to the Developer upon project close out. Developer acknowledges that it shall not be entitled to any recapture.

32. It shall be Developer's responsibility to give or cause to be given all notices and to comply or cause compliance with all laws, ordinances, municipal rules and regulation and requirements of public authorities applying to or affecting the conduct of the project work.

33. Developer acknowledges and agrees that Authority's obligation to provide sanitary sewer capacity shall be null and void in the event action by the Department of Environmental Protection or the Delaware River Basin Commission precludes the Authority from providing the capacity for which Developer has contracted with Authority.

34. Upon the purchase or lease of the land subject to this Agreement, and prior to settlement thereto, Developer shall supply to the Authority the name or names and addresses of prospective purchasers and/or lessees of the subject tract, or any portion thereof. Developer further agrees that the Deed to any individual lot within the Property which is subject to a water or sewer easement will contain a specific reference to the easement to which the lot is subject.

35. The covenants and conditions contained herein shall be covenants running with the land and shall bind the successors, heirs, and assigns of each of the parties hereto. The rights and obligations of the parties hereunder may not be assigned except with the written consent of the Authority.

36. Developer agrees that the term of this Agreement shall be subject to Authority review one (1) year from the date hereof. At the end of the applicable period, if the project or stated phase thereof has not been completed, the Agreement may, at the sole discretion of the Authority, be extended or terminated by written notice to Developer.

37. Developer acknowledges that the sewer capacity reserved herein is site specific and may be used only on the Property which is the subject of this Agreement.

38. Authority may, in its sole discretion, record this Agreement or a memorandum of this Agreement in the Office of the Recorder of Deeds for the County in which the Property is located.

39. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania, contains the entire understanding between the parties and may be amended only in a written document signed by all parties.

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

Attest:

HATFIELD TOWNSHIP MUNICIPAL AUTHORITY

By: Charles Mengis

Attest:

DERSTINE RUN LIMITED PARTNERSHIP
By: Derstine Run, Inc., its General partner

By: Kenneth Klemmer
PRESIDENT - DERSTINE RUN LIMITED PARTNERSHIP

Exhibit "A"

CZOP/SPECTER, INC.

DERSTINE RUN PHASE I

Date: 6/13/19

HATFIELD TOWNSHIP
PUBLIC IMPROVEMENT
CONSTRUCTION COST ESTIMATE FOR ESCROW

Description	Qty	Unit	Cost per unit	Sub-Total	Totals
2200 - Erosion & Sediment Controls - Entire Site					
Construction Entrance	1	EA	$ 1,600.00	1,600.00	
Sediment Trap Spillway	1	EA	$ 500.00	500.00	
Sediment Trap	1	LS	$ 800.00	800.00	
Silt Sonx	140	LF	$ 3.50	490.00	
Tree Protection Fence	225	LF	$ 3.00	675.00	
Rock Filter Berm	1	EA	$ 400.00	400.00	
Inlet Protection	4	EA	$ 90.00	360.00	
Temp Seed	6,500	SF	$ 0.07	455.00	
Tree Protection Fence	225	LF	$ 4.00	900.00	
				Total	6,080.00
2200 - Earthwork - Onsite					
Strip Topsoil	3,960	CY	$ 2.00	7,920.00	
Cut	440	CY	$ 3.00	1,320.00	
Fill	7,560	CY	$ 2.00	15,120.00	
Import Soil	6,000	CY	$ 4.00	32,000.00	
Rough Grade Site	285,975	SF	$ 0.03	8,679.25	
			$ -	-	
				Total	64,939.25
2500 - Storm Water Drainage					
6" SDR Pipe	1,170	LF	$ 15.00	17,550.00	
6" SDR Boots	80	EA	$ 20.00	1,600.00	
				Total	19,150.00
2500 - Detention Basin					
Excavation	576	CY	$ 2.25	1,296.00	
Planting Mix	506	CY	$ 4.00	2,024.00	
ERN Mix	10,000	SF	$ 0.15	1,500.00	
				Total	4,820.00
2551 - Water Distribution					
Escrowed with North Penn Water Authority					
				Total	-
2552 - Sanitary - Onsite				-	
8" DR-18	274	LF	$ 34.00	9,316.00	
6" DR-18	105	LF	$ 22.00	2,310.00	
Manhole	1	EA	$ 2,000.00	2,000.00	
Clean-Out / Wye	3	EA	$ 150.00	450.00	
MH Vacuum Test	1	EA	$ 75.00	75.00	
Mandrel Test Lines	274	LF	$ 0.50	137.00	
Air Test Lines	274	LF	$ 0.50	137.00	
TV Inspection	274	LF	$ 1.00	274.00	
				Total	14,699.00
2552 - Sanitary - ROW				-	
8" DR-18	996	LF	$ 34.00	33,864.00	
6" DR-18	410	LF	$ 65.00	26,650.00	
Manhole	3	EA	$ 2,000.00	6,000.00	
Wye	10	EA	$ 150.00	1,500.00	
MH Vacuum Test	3	EA	$ 75.00	225.00	
Mandrel Test Lines	996	LF	$ 0.50	498.00	
Air Test Lines	996	LF	$ 0.50	498.00	
TV Inspection	996	LF	$ 1.00	996.00	
Connect to Existing MH	1	LS	$ 1,500.00	1,500.00	
				Total	71,731.00

2610 - Paving - Onsite					
Fine Grade Paving	4,015	SY	$ 0.25	1,003.75	
6" 3A Stone Base	4,015	SY	$ 4.00	16,060.00	
4 1/2" Base Course	4,015	SY	$ 16.00	64,240.00	
1 1/2" Wear Surface	4,015	SY	$ 6.00	24,090.00	
Pavement Markings	1	LS	$ 575.00	575.00	
Street Signs	6	EA	$ 150.00	900.00	
				Total	106,868.75
2610 - Paving - Derstine Rd					
Fine Grade Paving	485	SY	$ 0.25	121.25	
6" 3A Stone Base	485	SY	$ 4.00	1,940.00	
5" Base Course	485	SY	$ 16.00	7,760.00	
1 1/2" Wear Surface	485	SY	$ 6.00	2,910.00	
Mill to Center Line	1,367	SY	$ 3.25	4,442.75	
1 1/2" Wear Surface	1,852	SY	$ 6.00	11,112.00	
Seal Curb Line	865	LF	$ 0.40	346.00	
Saw Cut	1,970	LF	$ 2.00	3,940.00	
Pavement Restoration	994	SY	$ 26.00	25,844.00	
Pavement Markings	1	LS	$ 5,000.00	5,000.00	
Street Signs	1	EA	$ 150.00	150.00	
Bumper Blocks	53	EA	$ 60.00	3,180.00	
Traffic Control	1	LS	$ 1,000.00	1,000.00	
				Total	67,716.00
2630 - Site Concrete - Onsite					
Sidewalks - 4" conc with 4" stone	3,640	SF	$ 3.00	10,920.00	
				Total	10,920.00
2620 - Curbing / 2630 - Site Concrete - Derstine Rd					
Sidewalk - Public- 4' W - Derstine Rd 4" conc with 4" stone	2,995	SF	$ 3.00	8,985.00	
18" Concrete Curb - Derstine Rd	865	LF	$ 12.00	10,380.00	
ADA Ramps - Derstine Rd	2	EA	$ 200.00	400.00	
				Total	19,765.00
2800 - Landscaping					
Trees & Shrubs	1	LS	$ 30,000.00	30,000.00	
Spread Topsoil	1,830	CY	$ 2.00	3,660.00	
Seed & Mulch	130,146	SF	$ 0.06	7,806.70	
				Total	41,466.70
Miscellaneous					
Parking Lot Lighting	22	EA	$ 1,450.00	31,900.00	
Retaining Wall	1,215	SF	$ 19.00	23,085.00	
Guard Rail	200	LF	$ 39.00	7,800.00	
Construction Stake-out	1	LS	$ 5,000.00	5,000.00	
Concrete Monuments R/W	6	EA	$ 150.00	900.00	
As Built Plans	1	LS	$ 1,500.00	1,500.00	
Inspection/Testing	1	LS	$ 5,000.00	5,000.00	
				Total	75,185.00
				Project Total	503,342.70
				10% Escalation	50,334.27
				Grand Total	553,676.97

Exhibit "B"

096441

DERSTINE RUN
PHASE 1
SANITARY SEWER ESTIMATE
TOWAMENCIN TOWNSHIP ONLY
JUNE 2010

ITEM	QUANTITY	UNITS	UNIT COST	TOTAL COST
I. SANITARY SEWER				
1. 6" DR18 Lateral Pipe	20	LF	$40.00	$800.00
2. 8" DR 18 Main Pipe	210	LF	$70.00	$14,700.00
3. Wye	2	EA	$150.00	$300.00
4. 5' Dia. Manhole	1	EA	$4,000.00	$4,000.00
5. Standard Manhole	1	EA	$3,000.00	$3,000.00
6. Insertion Manhole	1	EA	$4,000.00	$4,000.00
7. Pressure Testing	250	LF	$1.45	$362.50
8. Manhole Testing	3	EA	$150.00	$450.00
9. Flushing and Televising	210	LF	$1.60	$336.00
10. Manhole Removal	1	LS	$1,000.00	$1,000.00
11. Manhole Plug and Cap	1	LS	$1,000.00	$1,000.00
12. Existing Sanitary Abandonment	1	LS	$1,000.00	$1,000.00
SUBTOTAL				$30,948.50
II. SANITARY TRENCH AND ROAD RESTORATION				
1. Fine Grading	170	SY	$0.25	$42.50
2. 5" Base Course	170	SY	$30.00	$5,100.00
3. Full Width Mill	560	SY	$5.00	$2,800.00
4. 1 1/2" Wearing Course (Full Width)	560	SY	$8.00	$4,480.00
5. Pavement Markings	1	LS	$500.00	$500.00
6. Seal Curb Line	210	LF	$0.40	$84.00
SUBTOTAL				$13,006.50
III. MISCELLANEOUS				
1. Lawn Restoration	1	LS	$1,000.00	$1,000.00
2. Survey Stakeout	1	LS	$1,400.00	$1,400.00
3. As-Built Drawings	1	LS	$735.91	$735.91
4. Engineering / Legal	1	LS	$10,000.00	$10,000.00
5. Traffic Maintenance and Protection	1	LS	$2,000.00	$2,000.00
SUBTOTAL				$15,135.91
SANITARY SEWER CONSTRUCTION COST ESTIMATE				$59,090.91
TOWNSHIP SECURITY (10%)				$5,909.09
TOTAL SANITARY SEWER ESCROW				$65,000.00

APPENDIX T

Act 537 Plan Content & Environmental Assessment Checklist

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF CLEAN WATER

ACT 537 PLAN CONTENT AND ENVIRONMENTAL ASSESSMENT CHECKLIST

PART 1 GENERAL INFORMATION

A. Project Information

1. Project Name Act 537 Special Study - Towamencin Township - Acquisitionof Towamencin Township/Towamencin Municipal Authority Sewage Facilities by NextEra Water Pennsylvania, LLC

2. Brief Project Description Plan provides for acquisition of Towamenicn sanitray sewer sysetm by NextEra Water LLC. Plan describes post sale responsibilities for the sanitary sewer system.

B. Client (Municipality) Information

Municipality Name	County	City	Boro	Twp
Towamencin Township	Montgomery County	☐	☐	☒

Municipality Contact Individual - Last Name	First Name	MI	Suffix	Title
Kraynik	David			Mr.
Additional Individual Last Name	First Name	MI	Suffix	Title

Municipality Mailing Address Line 1	Mailing Address Line 2
1090 Troxel Road	

Address Last Line -- City	State	ZIP+4
Lansdale	PA	19446

Phone + Ext.	FAX (optional)	Email (optional)
2153687602		dkraynik@towamencin.org

C. Site Information

Site (or Project) Name	(Municipal Name) Act 537 Plan
Towamenin Township Act 537 Special Study	

Site Location Line 1	Site Location Line 2
Towamencin Township	Adjoining municipalities sanitary sewer service area

D. Project Consultant Information

Last Name	First Name	MI	Suffix
Dingman	William		Mr.

Title	Consulting Firm Name
Township Sanitray Sewer Engineer	Gilmore & Associates, Inc.

Mailing Address Line 1	Mailing Address Line 2
184 W. Main Street	Suite 300

Address Last Line – City	State	ZIP+4	Country
Trappe	PA	19426	

Email	Phone + Ext.	FAX
wdingman@gilmore-assoc.com	6104894949	6104898447

PART 2 ADMINISTRATIVE COMPLETENESS CHECKLIST

DEP Use Only	Indicate Page #(s) in Plan	In addition to the main body of the plan, the plan must include items one through eight listed below to be accepted for formal review by DEP. Incomplete plans may be ***denied*** unless the municipality is clearly requesting an advisory review.
_____	1	1. **Table of Contents**
		2. **Plan Summary**
_____	3-6	A. Identify the proposed service areas and major problems evaluated in the plan. (Reference - 25 *Pa. Code* §71.21(a)(7)(i)).
_____	3-6	B. Identify the alternative(s) chosen to solve the problems and serve the areas of need identified in the plan. Also, include any institutional arrangements necessary to implement the chosen alternative(s). (Reference - 25 *Pa. Code* §71.21(a)(7)(ii)).
_____	3-6	C. Present the estimated cost of implementing the proposed alternative (including the user fees) and the proposed funding method to be used. (Reference - 25 *Pa. Code* §71.21(a)(7)(ii)).
_____	3-6	D. Identify the municipal commitments necessary to implement the Plan. (Reference - 25 *Pa. Code* §71.21(a)(7)(iii)).
_____	6	E. Provide a schedule of implementation for the project that identifies the ***major*** milestones with dates necessary to accomplish the project to the point of operational status. (Reference - 25 *Pa. Code* §71.21(a)(7)(iv)).
_____	App. A & E	3. **Municipal Adoption:** ***Original***, signed and sealed Resolution of Adoption by the municipality which contains, at a minimum, alternatives chosen and a commitment to implement the Plan in accordance with the implementation schedule. (Reference - 25 *Pa. Code* §71.31(f)) Section V.F. of the Planning Guide.
_____	App. D	4. **Planning Commission / County Health Department Comments**: Evidence that the municipality has requested, reviewed and considered comments by appropriate official planning agencies of the municipality, planning agencies of the county, planning agencies with area wide jurisdiction (where applicable), and any existing county or joint county departments of health. (Reference - 25 *Pa. Code* §71.31(b)) Section V.E.1 of the Planning Guide.
_____	App. B	5. **Publication:** Proof of Public Notice which documents the proposed plan adoption, plan summary, and the establishment and conduct of a 30-day comment period. (Reference - 25 *Pa. Code* §71.31(c)) Section V.E.2 of the Planning Guide.
_____	App. C	6. **Comments and Responses:** Copies of ***all*** written comments received and municipal response to ***each*** comment in relation to the proposed plan. (Reference - 25 *Pa. Code* §71.31(c)) Section V.E.2 of the Planning Guide.
_____	19	7. **Implementation Schedule:** A complete project implementation schedule with milestone dates specific for each existing and future area of need. Other activities in the project implementation schedule should be indicated as occurring a finite number of days from a major milestone. (Reference - 25 *Pa. Code* §71.31(d)) Section V.F. of the Planning Guide. Include dates for the future initiation of feasibility evaluations in the project's implementation schedule for areas proposing completion of sewage facilities for planning periods in excess of five years. (Reference - 25 *Pa. Code* §71.21(c)).
_____	N/A	8. **Consistency Documentation:** Documentation indicating that the appropriate agencies have received, reviewed and concurred with the method proposed to resolve identified inconsistencies within the proposed alternative and consistency requirements in 25 *Pa. Code* §71.21.(a)(5)(i-iii). (Reference - 25 *Pa. Code* §71.31(e)). Appendix B of the Planning Guide.

PART 3 GENERAL PLAN CONTENT CHECKLIST

DEP Use Only	Indicate Page #(s) in Plan		Item Required
_____	7	I.	**Previous Wastewater Planning**
		A.	Identify, describe and briefly analyze all past wastewater planning for its impact on the current planning effort:
_____	7		1. Previously undertaken under the Pennsylvania Sewage Facilities Act (Act). (Reference - Act 537, 35 P.S. §750.5(d)(1)).
_____	7		2. Has not been carried out according to an approved implementation schedule contained in the plans. (Reference - 25 *Pa. Code* §71.21(a)(5)(i)(A-D)). Section V.F of the Planning Guide.
_____	7		3. Is anticipated or planned by applicable sewer authorities or approved under a Chapter 94 Corrective Action Plan. (Reference - 25 *Pa. Code* §71.21(a)(5)(i)(A&B)). Section V.D. of the Planning Guide.
_____	7		4. Through planning modules for new land development, planning "exemptions" and addenda. (Reference - 25 *Pa. Code* §71.21(a)(5)(i)(A)).
_____	8	II.	**Physical and Demographic Analysis utilizing written description and mapping** (All items listed below require maps, and all maps should show all current lots and structures and be of appropriate scale to clearly show significant information).
_____	8		A. Identification of planning area(s), municipal boundaries, Sewer Authority/Management Agency service area boundaries. (Reference – 25 *Pa. Code* §71.21(a)(1)(i)).
_____	N/A		B. Identification of physical characteristics (streams, lakes, impoundments, natural conveyance, channels, drainage basins in the planning area). (Reference - 25 *Pa. Code* §71.21(a)(1)(ii)).
_____	N/A		C. Soils - Analysis with description by soil type and soils mapping for areas not presently served by sanitary sewer service. Show areas suitable for in-ground onlot systems, elevated sand mounds, individual residential spray irrigation systems (IRSIS), and areas unsuitable for soil dependent systems. (Reference - 25 *Pa. Code* §71.21(a)(1)(iii)). Show Prime Agricultural Soils and any locally protected agricultural soils. (Reference - 25 *Pa. Code* §71.21(a)(1)(iii)).
_____	N/A		D. Geologic Features - (1) Identification through analysis, (2) mapping and (3) their relation to existing or potential nitrate-nitrogen pollution and drinking water sources. Include areas where existing nitrate-nitrogen levels are in excess of 5 mg/L. (Reference - 25 *Pa. Code* §71.21(a)(1)(iii)).
_____	N/A		E. Topography - Depict areas with slopes that are suitable for conventional systems; slopes that are suitable for elevated sand mounds and slopes that are unsuitable for onlot systems. (Reference - 25 *Pa. Code* §71.21(a)(1)(ii)).
_____	N/A		F. Potable Water Supplies - Identification through mapping, description and analysis. Include public water supply service areas and available public water supply capacity and aquifer yield for groundwater supplies. (Reference - 25 *Pa. Code* §71.21(a)(1)(vi)). Section V.C. of the Planning Guide.
_____	N/A		G. Wetlands-Identify wetlands as defined in 25 *Pa. Code* Chapter 105 by description, analysis and mapping. Include National Wetland Inventory mapping and potential wetland areas per the United States Department of Agricultural (USDA) Natural Resources Conservation Service (NRCS) mapped hydric soils. Proposed collection, conveyance and treatment facilities and lines must be located and labeled, along with the identified wetlands, on the map. (Reference - 25 *Pa. Code* §71.21(a)(1)(v)). Appendix B, Section II.I of the Planning Guide.

_____	8	III.	**Existing Sewage Facilities in the Planning Area - Identifying the Existing Needs**
		A.	Identify, map and describe municipal and non-municipal, individual and community sewerage systems in the planning area including:
_____	8	1.	Location, size and ownership of treatment facilities, main intercepting lines, pumping stations and force mains including their size, capacity, point of discharge. Also include the name of the receiving stream, drainage basin, and the facility's effluent discharge requirements. (Reference - 25 *Pa. Code* §71.21(a)(2)(i)(A)).
_____	8-10 & App.M	2.	A narrative and schematic diagram of the facility's basic treatment processes including the facility's National Pollutant Discharge Elimination System (NPDES) permitted capacity, and the Clean Streams Law permit number. (Reference - 25 *Pa. Code* §71.21(a)(2)(i)(A)).
_____	11-12	3.	A description of problems with existing facilities (collection, conveyance and/or treatment), including existing or projected overload under 25 *Pa. Code* Chapter 94 (relating to municipal wasteload management) or violations of the NPDES permit, Clean Streams Law permit, or other permit, rule or regulation of DEP. (Reference - 25 *Pa. Code* §71.21(a)(2)(i)(B)).
_____	12	4.	Details of scheduled or in-progress upgrading or expansion of treatment facilities and the anticipated completion date of the improvements. Discuss any remaining reserve capacity and the policy concerning the allocation of reserve capacity. Also discuss the compatibility of the rate of growth to existing and proposed wastewater treatment facilities. (Reference - 25 *Pa. Code* §71.21(a)(4)(i & ii)).
_____	N/A	5.	A detailed description of the municipality's operation and maintenance (O & M) requirements for small flow treatment facility systems, including the status of past and present compliance with these requirements and any other requirements relating to sewage management programs (SMPs). (Reference – 25 *Pa. Code* §71.21(a)(2)(i)(C)).
_____	12	6.	Disposal areas, if other than stream discharge, and any applicable groundwater limitations. (Reference - 25 *Pa. Code* §71.21(a)(4)(i & ii)).
_____	N/A	B.	Using DEP's publication titled *Act 537 Sewage Disposal Needs Identification* (3800-BK-DEP1949), identify, map and describe areas that utilize individual and community onlot sewage disposal and, unpermitted collection and disposal systems ("wildcat" sewers, borehole disposal, etc.) and retaining tank systems in the planning area including:
_____	N/A	1.	The types of onlot systems in use. (Reference - 25 *Pa. Code* §71.21(a)(2)(ii)(A)).
_____	N/A	2.	A sanitary survey complete with description, map and tabulation of documented and potential public health, pollution, and operational problems (including malfunctioning systems) with the systems, including violations of local ordinances, the Act, the Clean Stream Law or regulations promulgated thereunder. (Reference - 25 *Pa. Code* §71.21(a)(2)(ii)(B)).
_____	N/A	3.	A comparison of the types of onlot sewage systems installed in an area with the types of systems which are appropriate for the area according to soil, geologic conditions, topographic limitations sewage flows, and 25 *Pa. Code* Chapter 73 (relating to standards for sewage disposal facilities). (Reference - 25 *Pa. Code* §71.21(a)(2)(ii)(C)).
_____	N/A	4.	An individual water supply survey to identify possible contamination by malfunctioning onlot sewage disposal systems consistent with DEP's *Act 537 Sewage Disposal Needs Identification* publication. (Reference – 25 *Pa. Code* §71.21(a)(2)(ii)(B)).

_____ N/A 5. Detailed description of O & M requirements of the municipality for individual and small volume community onlot systems, including the status of past and present compliance with these requirements and any other requirements relating to SMPs. (Reference - 25 *Pa. Code* §71.21(a)(2)(i)(C)).

_____ N/A C. Identify wastewater sludge and septage generation, transport and disposal methods. Include this information in the sewage facilities alternative analysis including:

_____ N/A 1. Location of sources of wastewater sludge or septage (Septic tanks, holding tanks, wastewater treatment facilities). (Reference – 25 *Pa. Code* §71.71).

_____ N/A 2. Quantities of the types of sludges or septage generated. (Reference - 25 *Pa. Code* §71.71).

_____ N/A 3. Present disposal methods, locations, capacities and transportation methods. (Reference - 25 *Pa. Code* §71.71).

_____ 12 **IV. Future Growth and Land Development**

A. Identify and briefly summarize all municipal and county planning documents adopted pursuant to the Pennsylvania Municipalities Planning Code (Act 247) including:

_____ N/A 1. All land use plans and zoning maps that identify residential, commercial, industrial, agricultural, recreational and open space areas. (Reference - 25 *Pa. Code* §71.21(a)(3)(iv)).

_____ N/A 2. Zoning or subdivision regulations that establish lot sizes predicated on sewage disposal methods. (Reference – 25 *Pa. Code* §71.21(a)(3)(iv)).

_____ N/A 3. All limitations and plans related to floodplain and stormwater management and special protection (25 *Pa. Code* Chapter 93) areas. (Reference - 25 *Pa. Code* §71.21(a)(3)(iv)) Appendix B, Section II.F of the Planning Guide.

_____ 12 B. Delineate and describe the following through map, text and analysis.

_____ N/A 1. Areas with existing development or plotted subdivisions. Include the name, location, description, total number of equivalent dwelling units (EDUs) in development, total number of EDUs currently developed and total number of EDUs remaining to be developed (include time schedule for EDUs remaining to be developed). (Reference - 25 *Pa. Code* §71.21(a)(3)(i)).

_____ N/A 2. Land use designations established under the Pennsylvania Municipalities Planning Code (35 P.S. 10101-11202), including residential, commercial and industrial areas. (Reference - 25 *Pa. Code* §71.21(a)(3)(ii)). Include a comparison of proposed land use as allowed by zoning and existing sewage facility planning. (Reference - 25 *Pa. Code* §71.21(a)(3)(iv)).

_____ N/A 3. Future growth areas with population and EDU projections for these areas using historical, current and future population figures and projections of the municipality. Discuss and evaluate discrepancies between local, county, state and federal projections as they relate to sewage facilities. (Reference - 25 *Pa. Code* §71.21(a)(1)(iv) and (a)(3)(iii)).

_____ N/A 4. Zoning, and/or subdivision regulations; local, county or regional comprehensive plans; and existing plans of any other agency relating to the development, use and protection of land and water resources with special attention to: (Reference - 25 *Pa. Code* §71.21(a)(3)(iv)).

--public ground/surface water supplies
--recreational water use areas
--groundwater recharge areas
--industrial water use
--wetlands

_____ N/A 5. Sewage planning necessary to provide adequate wastewater treatment for 5 and 10-year future planning periods based on projected growth of existing and proposed wastewater collection and treatment facilities. (Reference - 25 *Pa. Code* §71.21(a)(3)(v)).

_____ 13 **V. Identify Alternatives to Provide New or Improved Wastewater Disposal Facilities**

A. Conventional collection, conveyance, treatment and discharge alternatives including:

_____ N/A 1. The potential for regional wastewater treatment. (Reference - 25 *Pa. Code* §71.21(a)(4)).

_____ N/A 2. The potential for extension of existing municipal or non-municipal sewage facilities to areas in need of new or improved sewage facilities. (Reference - 25 *Pa. Code* §71.21(a)(4)(i)).

_____ N/A 3. The potential for the continued use of existing municipal or non-municipal sewage facilities through one or more of the following: (Reference - 25 *Pa. Code* §71.21(a)(4)(ii)).

_____ N/A a. Repair. (Reference - 25 *Pa. Code* §71.21(a)(4)(ii)(A)).

_____ N/A b. Upgrading. (Reference - 25 *Pa. Code* §71.21(a)(4)(ii)(B)).

_____ N/A c. Reduction of hydraulic or organic loading to existing facilities. (Reference - 25 *Pa. Code* §71.71).

_____ N/A d. Improved O & M. (Reference - 25 *Pa. Code* §71.21(a)(4)(ii)(C)).

_____ N/A e. Other applicable actions that will resolve or abate the identified problems. (Reference - 25 *Pa. Code* §71.21(a)(4)(ii)(D)).

_____ N/A 4. Repair or replacement of existing collection and conveyance system components. (Reference - 25 *Pa. Code* §71.21(a)(4)(ii)(A)).

_____ N/A 5. The need for construction of new community sewage systems including sewer systems and/or treatment facilities. (Reference - 25 *Pa. Code* §71.21(a)(4)(iii)).

_____ N/A 6. Use of innovative/alternative methods of collection/conveyance to serve needs areas using existing wastewater treatment facilities. (Reference - 25 *Pa. Code* §71.21(a)(4)(ii)(B)).

_____ N/A B. The use of individual sewage disposal systems including IRSIS systems based on:

_____ N/A 1. Soil and slope suitability. (Reference - 25 *Pa. Code* §71.21(a)(2)(ii)(C)).

_____ N/A 2. Preliminary hydrogeologic evaluation. (Reference - 25 *Pa. Code* §71.21(a)(2)(ii)(C)).

_____ N/A 3. The establishment of a SMP. (Reference - 25 *Pa. Code* §71.21(a)(4)(iv)). See also Part "F" below.

_____ N/A 4. The repair, replacement or upgrading of existing malfunctioning systems in areas suitable for onlot disposal considering: (Reference - 25 *Pa. Code* §71.21(a)(4)).

_____ N/A a. Existing technology and sizing requirements of 25 *Pa. Code* Chapter 73. (Reference - 25 *Pa. Code* §73.31-§73.72).

_____ N/A b. Use of expanded absorption areas or alternating absorption areas. (Reference - 25 *Pa. Code* §73.16).

_____ N/A c. Use of water conservation devices. (Reference - 25 *Pa. Code* §71.73(b)(2)(iii)).

_____ N/A C. The use of small flow sewage treatment facilities or package treatment facilities to serve individual homes or clusters of homes with consideration of: (Reference - 25 *Pa. Code* §71.64(d)).

_____ N/A 1. Treatment and discharge requirements. (Reference - 25 *Pa. Code* §71.64(d)).

_____ N/A 2. Soil suitability. (Reference - 25 *Pa. Code* §71.64(c)(1)).

_____ N/A 3. Preliminary hydrogeologic evaluation. (Reference - 25 *Pa. Code* §71.64(c)(2)).

_____ N/A 4. Municipal, Local Agency or other controls over O & M requirements through a SMP. (Reference - 25 *Pa. Code* §71.64(d)). See Part "F" below.

_____ N/A D. The use of community land disposal alternatives including:

_____ N/A 1. Soil and site suitability. (Reference - 25 *Pa. Code* §71.21(a)(2)(ii)(C)).

_____ N/A 2. Preliminary hydrogeologic evaluation. (Reference - 25 *Pa. Code* §71.21(a)(2)(ii)(C)).

_____ N/A 3. Municipality, Local Agency or other controls over O & M requirements through a SMP. (Reference - 25 *Pa. Code* §71.21(a)(2)(ii)(C)). See Part "F" below.

_____ N/A 4. The rehabilitation or replacement of existing malfunctioning community land disposal systems. (See Part "V", B, 4, a, b, c above). See also Part "F" below.

_____ N/A E. The use of retaining tank alternatives on a temporary or permanent basis including: (Reference - 25 *Pa. Code* §71.21(a)(4)).

_____ N/A 1. Commercial, residential and industrial use. (Reference - 25 *Pa. Code* §71.63(e)).

_____ N/A 2 Designated conveyance facilities (pumper trucks). (Reference - 25 *Pa. Code* §71.63(b)(2)).

_____ N/A 3. Designated treatment facilities or disposal site. (Reference - 25 *Pa. Code* §71.63(b)(2)).

_____ N/A 4. Implementation of a retaining tank ordinance by the municipality. (Reference - 25 *Pa. Code* §71.63(c)(3)). See Part "F" below.

_____ N/A 5. Financial guarantees when retaining tanks are used as an interim sewage disposal measure. (Reference - 25 *Pa. Code* §71.63(c)(2)).

_____ N/A F. SMPs to assure the future O & M of existing and proposed sewage facilities through:

_____ N/A 1. Municipal ownership or control over the O & M of individual onlot sewage disposal systems, small flow treatment facilities, or other traditionally non-municipal treatment facilities. (Reference - 25 *Pa. Code* §71.21(a)(4)(iv)).

_____ N/A 2. Required inspection of sewage disposal systems on a schedule established by the municipality. (Reference - 25 *Pa. Code* §71.73(b)(1)).

_____ N/A 3. Required maintenance of sewage disposal systems including septic and aerobic treatment tanks and other system components on a schedule established by the municipality. (Reference - 25 *Pa. Code* §71.73(b)(2)).

_____ N/A 4. Repair, replacement or upgrading of malfunctioning onlot sewage systems. (Reference - 25 *Pa. Code* §71.21(a)(4)(iv) and §71.73(b)(5)) through:

_____ N/A a. Aggressive pro-active enforcement of ordinances that require O & M and prohibit malfunctioning systems. (Reference - 25 *Pa. Code* §71.73(b)(5)).

_____ N/A b. Public education programs to encourage proper O & M and repair of sewage disposal systems.

_____ N/A 5. Establishment of joint municipal SMPs. (Reference - 25 *Pa. Code*

§71.73(b)(8)).

_____ N/A 6. Requirements for bonding, escrow accounts, management agencies or associations to assure O & M for non-municipal facilities. (Reference - 25 *Pa. Code* §71.71).

_____ N/A G. Non-structural comprehensive planning alternatives that can be undertaken to assist in meeting existing and future sewage disposal needs including: (Reference - 25 *Pa. Code* §71.21(a)(4)).

1. Modification of existing comprehensive plans involving:

_____ N/A a. Land use designations. (Reference - 25 *Pa. Code* §71.21(a)(4)).

_____ N/A b. Densities. (Reference - 25 *Pa. Code* §71.21(a)(4)).

_____ N/A c. Municipal ordinances and regulations. (Reference - 25 *Pa. Code* §71.21(a)(4)).

_____ N/A d. Improved enforcement. (Reference - 25 *Pa. Code* §71.21(a)(4)).

_____ N/A e. Protection of drinking water sources. (Reference - 25 *Pa. Code* §71.21(a)(4)).

_____ N/A 2. Consideration of a local comprehensive plan to assist in producing sound economic and consistent land development. (Reference - 25 *Pa. Code* §71.21(a)(4)).

_____ N/A 3. Alternatives for creating or changing municipal subdivision regulations to assure long-term use of on-site sewage disposal that consider lot sizes and protection of replacement areas. (Reference - 25 *Pa. Code* §71.21(a)(4)).

_____ N/A 4. Evaluation of existing local agency programs and the need for technical or administrative training. (Reference - 25 *Pa. Code* §71.21(a)(4)).

_____ 13 H. A no-action alternative which includes discussion of both short-term and long-term impacts on: (Reference - 25 *Pa. Code* §71.21(a)(4)).

_____ N/A 1. Water quality/public health. (Reference - 25 *Pa. Code* §71.21(a)(4)).

_____ N/A 2. Growth potential (residential, commercial, industrial). (Reference - 25 *Pa. Code* §71.21(a)(4)).

_____ N/A 3. Community economic conditions. (Reference - 25 *Pa. Code* §71.21(a)(4)).

_____ N/A 4. Recreational opportunities. (Reference - 25 *Pa. Code* §71.21(a)(4)).

_____ N/A 5. Drinking water sources. (Reference - 25 *Pa. Code* §71.21(a)(4)).

_____ N/A 6. Other environmental concerns. (Reference - 25 *Pa. Code* §71.21(a)(4)).

_____ 13-15 VI. Evaluation of Alternatives

A. Technically feasible alternatives identified in Section V of this checklist must be evaluated for consistency with respect to the following: (Reference - 25 *Pa. Code* §71.21(a)(5)(i)).

_____ N/A 1. Applicable plans developed and approved under **Sections 4 and 5 of the Clean Streams Law or Section 208 of the Clean Water Act** (33 U.S.C.A. 1288). (Reference - 25 *Pa. Code* §71.21(a)(5)(i)(A)). Appendix B, Section II.A of the Planning Guide.

_____ N/A 2. Municipal wasteload management **Corrective Action Plans or Annual Reports** developed under 25 *Pa. Code* Chapter 94. (Reference - 25 *Pa. Code* §71.21(a)(5)(i)(B)). The municipality's recent Wasteload Management (25 *Pa. Code* Chapter 94) Reports should be examined to determine if the proposed alternative is consistent with the recommendations and findings of the report. Appendix B, Section II.B of the Planning Guide.

_____ N/A 3. Plans developed under **Title II of the Clean Water Act** (33 U.S.C.A.

1281-1299) or **Titles II and VI of the Water Quality Act of 1987** (33 U.S.C.A 1251-1376). (Reference - 25 *Pa. Code* §71.21(a)(5)(i)(C)). Appendix B, Section II.E of the Planning Guide.

_____ N/A

4. **Comprehensive plans** developed under the Pennsylvania Municipalities Planning Code. (Reference - 25 *Pa. Code* §71.21(a)(5)(i)(D)). The municipality's comprehensive plan must be examined to assure that the proposed wastewater disposal alternative is consistent with land use and all other requirements stated in the comprehensive plan. Appendix B, Section II.D of the Planning Guide.

_____ N/A

5. **Antidegradation requirements** as contained in 25 *Pa. Code* Chapters 93, 95 and 102 (relating to water quality standards, wastewater treatment requirements and erosion control) and the Clean Water Act. (Reference - 25 *Pa. Code* §71.21(a)(5)(i)(E). Appendix B, Section II.F of the Planning Guide.

_____ N/A

6. **State Water Plans** developed under the Water Resources Planning Act (42 U.S.C.A. 1962-1962 d-18). (Reference - 25 *Pa. Code* §71.21(a)(5)(i)(F)). Appendix B, Section II.C of the Planning Guide.

_____ N/A

7. **Pennsylvania Prime Agricultural Land Policy** contained in Title 4 of the Pennsylvania Code, Chapter 7, Subchapter W. Provide narrative on local municipal policy and an overlay map on prime agricultural soils. (Reference - 25 *Pa. Code* §71.21(a)(5)(i)(G)). Appendix B, Section II.G of the Planning Guide.

_____ N/A

8. **County Stormwater Management Plans** approved by DEP under the Storm Water Management Act (32 P.S. 680.1-680.17). (Reference - 25 *Pa. Code* §71.21(a)(5)(i)(H)). Conflicts created by the implementation of the proposed wastewater alternative and the existing recommendations for the management of stormwater in the county Stormwater Management Plan must be evaluated and mitigated. If no plan exists, no conflict exists. Appendix B, Section II.H of the Planning Guide.

_____ N/A

9. **Wetland Protection.** Using wetland mapping developed under Checklist Section II.G, identify and discuss mitigative measures including the need to obtain permits for any encroachments on wetlands from the construction or operation of any proposed wastewater facilities. (Reference - 25 *Pa. Code* §71.21(a)(5)(i)(I)) Appendix B, Section II.I of the Planning Guide.

_____ N/A

10. **Protection of rare, endangered or threatened plant and animal species** as identified by the Pennsylvania Natural Diversity Inventory (PNDI). (Reference - 25 *Pa. Code* §71.21(a)(5)(i)(J)). Provide DEP with a copy of the completed *PNDI Manual Project Submission Form*. Also provide a copy of the response letters from the 4 jurisdictional agencies regarding the findings of the PNDI search. Appendix B, Section II.J of the Planning Guide.

_____ N/A

11. **Historical and archaeological resource protection** under P.C.S. Title 37, Section 507 relating to cooperation by public officials with the Pennsylvania Historical and Museum Commission (PHMC). (Reference - 25 *Pa. Code* §71.21(a)(5)(i)(K)). Provide DEP with a completed copy of a *Cultural Resource Notice* and a return receipt for its submission to PHMC. Provide a copy of the response letter or review stamp from the Bureau of Historic Preservation (BHP) indicating the project will have no effect on, or that there may be potential impacts on, known archaeological and historical sites and any avoidance and mitigation measures required. Appendix B, Section II.K of the Planning Guide.

_____ N/A B. Provide for the resolution of any inconsistencies in any of the points identified in Section VI.A. of this checklist by submitting a letter from the appropriate agency stating that the agency has received, reviewed and concurred with the resolution of identified inconsistencies. (Reference - 25 *Pa. Code* §71.21(a)(5)(ii)). Appendix B of the Planning Guide.

_____ N/A C. Evaluate alternatives identified in Section V of this checklist with respect to applicable water quality standards, effluent limitations or other technical, legislative or legal requirements. (Reference - 25 *Pa. Code* §71.21(a)(5)(iii)).

_____ N/A D. Provide cost estimates using present worth analysis for construction, financing, ongoing administration, O & M and user fees for alternatives identified in Section V of this checklist. Estimates shall be limited to areas identified in the plan as needing improved sewage facilities within 5 years from the date of plan submission. (Reference - 25 *Pa. Code* §71.21(a)(5)(iv)).

_____ N/A E. Provide an analysis of the funding methods available to finance the proposed alternatives evaluated in Section V of this checklist. Also provide documentation to demonstrate which alternative and financing scheme combination is the most cost-effective; and a contingency financial plan to be used if the preferred method of financing cannot be implemented. The funding analysis shall be limited to areas identified in the plan as needing improved sewage facilities within 5 years from the date of the plan submission. (Reference - 25 *Pa. Code* §71.21(a)(5)(v)).

_____ N/A F. Analyze the need for immediate or phased implementation of each alternative proposed in Section V of this checklist including: (Reference - 25 *Pa. Code* §71.21(a)(5)(vi)).

_____ N/A 1. A description of any activities necessary to abate critical public health hazards pending completion of sewage facilities or implementation of SMPs. (Reference - 25 *Pa. Code* §71.21(a)(5)(vi)(A)).

_____ N/A 2. A description of the advantages, if any, in phasing construction of the facilities or implementation of a SMP justifying time schedules for each phase. (Reference - 25 *Pa. Code* §71.21(a)(5)(vi)(B)).

_____ 14-15 G. Evaluate administrative organizations and legal authority necessary for plan implementation. (Reference - 25 *Pa. Code* §71.21(a)(5)(vi)(D)).

_____ 15-19 **VII. Institutional Evaluation**

A. Provide an analysis of all existing wastewater treatment authorities, their past actions and present performance including:

_____ N/A 1. Financial and debt status. (Reference - 25 *Pa. Code* §71.61(d)(2)).

_____ N/A 2. Available staff and administrative resources. (Reference - 25 *Pa. Code* §71.61(d)(2))

_____ N/A 3. Existing legal authority to:

_____ N/A a. Implement wastewater planning recommendations. (Reference - 25 *Pa. Code* §71.61(d)(2)).

_____ N/A b. Implement system-wide O & M activities. (Reference - 25 *Pa. Code* §71.61(d)(2)).

_____ N/A c. Set user fees and take purchasing actions. (Reference - 25 *Pa. Code* §71.61(d)(2)).

_____ N/A d. Take enforcement actions against ordinance violators. (Reference - 25 *Pa. Code* §71.61(d)(2)).

_____ N/A e. Negotiate agreements with other parties. (Reference - 25 *Pa. Code* §71.61(d)(2)).

_____	N/A	f. Raise capital for construction and O & M of facilities. (Reference - 25 *Pa. Code* §71.61(d)(2)).
_____	15-16	B. Provide an analysis and description of the various institutional alternatives necessary to implement the proposed technical alternatives including:
_____	15	1. Need for new municipal departments or municipal authorities. (Reference - 25 *Pa. Code* §71.61(d)(2)).
_____	15-16	2. Functions of existing and proposed organizations (sewer authorities, onlot maintenance agencies, etc.). (Reference - 25 *Pa. Code* §71.61(d)(2)).
_____	16	3. Cost of administration, implementability, and the capability of the authority/agency to react to future needs. (Reference - 25 *Pa. Code* §71.61(d)(2)).
_____	16-19	C. Describe all necessary administrative and legal activities to be completed and adopted to ensure the implementation of the recommended alternative including:
_____	16	1. Incorporation of authorities or agencies. (Reference - 25 *Pa. Code* §71.61(d)(2)).
_____	16-19	2. Development of all required ordinances, regulations, standards and inter-municipal agreements. (Reference - 25 *Pa. Code* §71.61(d)(2)).
_____	16-19	3. Description of activities to provide rights-of-way, easements and land transfers. (Reference - 25 *Pa. Code* §71.61(d)(2)).
_____	16-19	4. Adoption of other municipal sewage facilities plans. (Reference - 25 *Pa. Code* §71.61(d)(2)).
_____	16-19	5. Any other legal documents. (Reference - 25 *Pa. Code* §71.61(d)(2)).
_____	16-19	6. Dates or timeframes for items 1-5 above on the project's implementation schedule.
_____	16-19	D. Identify the proposed institutional alternative for implementing the chosen technical wastewater disposal alternative. Provide justification for choosing the specific institutional alternative considering administrative issues, organizational needs and enabling legal authority. (Reference - 25 *Pa. Code* §71.61(d)(2)).
_____	19-21	**VIII. Implementation Schedule and Justification for Selected Technical & Institutional Alternatives**
		A. Identify the technical wastewater disposal alternative which best meets the wastewater treatment needs of each study area of the municipality. Justify the choice by providing documentation which shows that it is the best alternative based on:
_____	20	1. Existing wastewater disposal needs. (Reference - 25 *Pa. Code* §71.21(a)(6)).
_____	20	2. Future wastewater disposal needs. (5 and 10 year growth areas). (Reference - 25 *Pa. Code* §71.21(a)(6)).
_____	20	3. O & M considerations. (Reference - 25 *Pa. Code* §71.21(a)(6)).
_____	N/A	4. Cost-effectiveness. (Reference - 25 *Pa. Code* §71.21(a)(6)).
_____	20	5. Available management and administrative systems. (Reference - 25 *Pa. Code* §71.21(a)(6)).
_____	N/A	6. Available financing methods. (Reference - 25 *Pa. Code* §71.21(a)(6)).
_____	20	7. Environmental soundness and compliance with natural resource planning and preservation programs. (Reference - 25 *Pa. Code* §71.21(a)(6)).

_____ N/A B. Designate and describe the capital financing plan chosen to implement the selected alternative(s). Designate and describe the chosen back-up financing plan. (Reference - 25 *Pa. Code* §71.21(a)(6))

_____ 20-21 C. Designate and describe the implementation schedule for the recommended alternative, including justification for any proposed phasing of construction or implementation of a SMP. (Reference – 25 *Pa. Code* §71.31(d))

_____ N/A **IX. Environmental Report (ER) generated from the UER Process**

_____ N/A A. Complete an ER as required by the UER process and as described in the DEP Technical Guidance (381-5511-111). Include this document as "Appendix A" to the Act 537 Plan Update Revision. ***Note: An ER is required only for Wastewater projects proposing funding through any of the funding sources identified in the UER.***