

March 9, 2018

Mr. Daniel K. Kerr, Manager
Limerick Township
646 West Ridge Pike
Limerick, PA 19468

Mr. Michael Leonard, Manager
Royersford Borough
300 Main Street
Royersford, PA 19468

Re: Act 537, Sewage Facilities Planning
Limerick Township Sale of Sewerage Facilities
APS ID 10157, AUTH ID 1188580
Limerick Township
Montgomery County
APD ID 944543, AUTH ID 1188581
Royersford Borough
Montgomery County



Dear Messrs. Kerr and Leonard:

The Department of Environmental Protection (“DEP”) has reviewed the proposed Official Plan Update (“plan”), prepared by Pennoni Associates, Inc., and submitted on June 5, 2017. Additional information was submitted on October 2, 2017 and January 9, 2018. The submission is consistent with the planning requirements in Chapter 71 of DEP’s regulations.

The plan provides for the sale of the wastewater treatment facilities currently owned by Limerick Township to Aqua Pennsylvania Wastewater, Inc., (“Aqua”).

No increase in the sewer service area is proposed as part of this plan. The sewer service area is depicted on the plan entitled Asset Study – Facilities Map, prepared by Pennoni Associates, Inc., dated February 9, 2017, and last revised on April 4, 2017.

Please be advised that any expansion of the treatment plant and/or sewer service area will require an update to the affected municipalities’ Act 537 Official Sewage Facilities Plans.

The NPDES and Water Quality Management (“WQM”) permits for the King Road and Possum Hollow Wastewater Treatment Facilities, and the WQM permits for any collection or conveyance facilities issued to Limerick Township, must be transferred to Aqua.

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. Section 7514, and the Administrative Agency Law, 2 Pa. C.S. Chapter 5A, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, P.O. Box 8457, Harrisburg, PA 17105-8457, 717.787.3483. TDD users may contact the Board through the Pennsylvania Relay Service, 800.654.5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of

Mr. Daniel K. Kerr, Manager
Mr. Michael Leonard, Manager

- 2 -

March 9, 2018

written notice of this action unless the appropriate statute provides a different time period. Copies of the appeal form and the Board's rules of practice and procedure may be obtained from the Board. The appeal form and the Board's rules of practice and procedure are also available in braille or on audiotape from the Secretary to the Board at 717.787.3483. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.

IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO 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 (717.787.3483) FOR MORE INFORMATION.

If you have any questions or concerns, please contact Ms. Kelly A. Sweeney at 484.250.5182.

Sincerely,


for
Program Manager
Clean Water

cc: Montgomery County Planning Commission
Montgomery County Health Department
Mr. Campbell – Pennoni Associates, Inc.
Mr. Bubel – Aqua Pennsylvania Wastewater, Inc.
Mr. Patel – Permits Section
Planning Section
Re 30 (GJE18CLW)068-3

September 29, 2017

LMSD 0000.03

Kelly A. Sweeney, Sewage Planning Specialist 2
Department of Environmental Protection
Southeast Regional Office
2 East Main Street
Norristown, PA 19401

**Re: Limerick Township
Act 537 Plan Special Study
Response Letter**

Dear Ms. Sweeney:

We have received your letter dated June 28, 2017 providing comments to the Limerick Township Act 537 Plan Special Study. We offer the following itemized responses.

1. Provide the WQM permit number for each treatment plant.

We have attached the WQM permits for the wastewater treatment plants.

2. Provide the name, permitted capacity, hydraulic design capacity and WQM permit number for each pump station being purchased.

We have attached Section 4.3 Pump Stations of the Engineering Assessment identifying available information for all assets being sold to Aqua as part of the transaction; and the list of pump station and interceptor permit numbers.

3. Provide permit numbers for any additional permitted portions of the collection or conveyance system that will be purchased.

We have attached Section 4.4.1 Land Development Assets of the Engineering Assessment identifying available information for all assets being sold to Aqua as part of the transaction; and the list of pump station and interceptor permit numbers.

4. Provide the exhibits and schedules for the Asset Purchase Agreement.

The Asset Purchase Agreement is attached.

5. Provide documentation that the Limerick Township Planning Commission reviewed the Special Study. Provide all comments from the agency, along with the municipalities' responses to the comments.

Alternately, you may provide documentation that the project was before the agency for 60 days without comment.

The date stamp on the Certified Mail return receipts was on the opposite side of the postcard. A copy showing the postage stamp date is attached. In the cover submitting the Special Study, we noted that no comments were received.

6. Provide documentation that the Royersford Borough Planning Commission reviewed the Special Study. Provide all comments from the agency, along with the municipalities' responses to the comments. Alternately, you may provide documentation that the project was before the agency for 60 days without comment.

The date stamp on the Certified Mail return receipts was on the opposite side of the postcard. A copy showing the postage stamp date is attached. In the cover submitting the Special Study, we noted that no comments were received.

7. Provide all comments from Montgomery County Planning Commission along with the municipalities' responses to the comments. Alternately, you may provide documentation that the project was before the agency for 60 days without comment.

The date stamp on the Certified Mail return receipts was on the opposite side of the postcard. A copy showing the postage stamp date is attached. In the cover submitting the Special Study, we noted that no comments were received.

8. Provide all comments from Montgomery County Health Department along with the municipalities' responses to the comments. Alternately, you may provide documentation that the project was before the agency for 60 days without comment.

The date stamp on the Certified Mail return receipts was on the opposite side of the postcard. A copy showing the postage stamp date is attached. In the cover submitting the Special Study, we noted that no comments were received.

9. The Public Notice does not meet DEP's requirements:

- a. The notice states the proposed resolution is available for review by the public. Consistent with the DEP Guidance, the Special Study must be available for review.
- b. The Notice does not establish the 30-day review and comment period.
- c. The notice does not provide the address of the municipal office where comments will be accepted.

The public notice was reissued addressing the above comments. See attached.

10. The Special Study was adopted as a revision to Limerick Township's Official Act 537 Plan prior to the expiration of the 30-day comment period. A new resolution is required. Provide an original signed, sealed Resolution of Adoption from Limerick Township.

It appears that the public notice was posted on May 3, 2017 and the Resolution adopted on May 23, 2017 which was prior to the completion of the 30-day comment period. The public notice was reissued in accordance with Comment 9 and the Resolution adopted after the 30-day review period. See attached.

11. Provide an original signed, sealed Resolution of Adoption from Royersford Borough.

Adopted on September 26th and attached.

Should you have any questions or comments please contact the undersigned.

Sincerely,



Robert M. Campbell, PE
Township Sewer Engineer
PENNONI ASSOCIATES INC.

cc: Board of Supervisors
 Daniel Kerr, Township Manager
 Beth DiPrete, Assistant Township Manager
 Greta Martin Washington, Director of Community Planning
 Dawnmarie Rykowski-Kelly, Administrative Assistant
 Frank Rodden, Limerick Township Sewer Department Superintendent
 Joseph McGrory, Township Solicitor
 Khaled Hassan, Township Engineer
 Mark Bubel, Aqua



June 28, 2017

Mr. Daniel K. Kerr, Manager
Limerick Township
646 West Ridge Pike
Limerick, PA 19468

Mr. Michael Leonard, Manager
Royersford Borough
300 Main Street
Royersford, PA 19468

Re: Act 537, Sewage Facilities Planning
Limerick Township Sale of Sewerage Facilities
APS ID 10157, AUTH ID 1188580
Limerick Township
Montgomery County
APD ID 944543, AUTH ID 1188581
Royersford Borough
Montgomery County

Dear Messrs. Kerr and Leonard:

The Department of Environmental Protection (“DEP”) has reviewed the above-referenced submission and has identified the following deficiencies.

Please provide information which addressed the following:

1. Provide the Water Quality Management (“WQM”) permit number (also known as the Clean Streams Law permit) for each treatment plant.
2. Provide the name, permitted capacity, hydraulic design capacity (not including the capacity of the lag pump), and the WQM permit number for each pump station in the system that is being purchased.
3. Provide permit numbers for any additional permitted portions of the collection or conveyance system that will be purchased.
4. Provide the exhibits and schedules for the Asset Purchase Agreement between Limerick Township (“Township”) and Aqua Pennsylvania Wastewater, Inc. (“Aqua”).
5. Provide documentation that the Limerick Township Planning Commission reviewed the Special Study. Please provide all comments from the agency, along with the municipalities’ responses to the comments. Alternately, you may provide documentation that the project was before the agency for 60 days without comment. Note that the signed return receipt does not indicate the date the project was delivered to the agency.

Southeast Regional Office

2 East Main Street | Norristown, PA 19401-4915 | 484.250.5970 | Fax 484.250.5971 | www.dep.pa.gov

6. Provide documentation that the Royersford Borough Planning Commission reviewed the Special Study. Please provide all comments from the agency, along with the municipalities' responses to the comments. Alternately, you may provide documentation that the project was before the agency for 60 days without comment.
7. Provide all comments received from the Montgomery County Planning Commission, along with the municipalities' responses to the comments. If no comments were received from the Montgomery County Planning Commission, please include a letter to that effect.
8. Provide all comments received from the Montgomery County Health Department, along with the municipalities' responses to the comments. If no comments were received from the Montgomery County Health Department, please include a letter to that effect.
9. The public notice does not meet DEP's requirements.
 - a. The notice states that the proposed resolution is available for review by the public. Consistent with DEP's guidance, the Special Study, not just the resolution, must be made available for public review.
 - b. The notice does not establish a 30-day review and comment period.
 - c. The notice does not provide the address of the municipal office where comments will be accepted.

A public notice that meets DEP's requirements is required. Specifically, the notice must include: the name of the project, the areas of the municipality that are affected, the major recommendations of the proposed plan, establishment of a public 30-day review and comment period, where and when the plan can be seen for review and comment (preferably the municipal office or other local site), and the address of the municipal office where comments will be accepted.

Following the 30-day public comment period, the municipality must provide proof of publication, all comments received as a result of the public notice, and the municipal response to the comments. If no comments are received, the municipality may submit a letter to that effect.

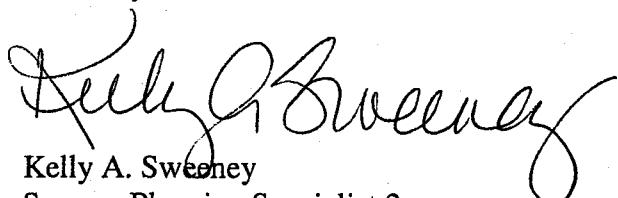
10. The Special Study was adopted as a revision to Limerick Township's Official Act 537 Plan prior to the expiration of the 30-day public comment period. A new Resolution of Adoption is required and must be passed after the receipt of comments from the reviewing agencies and after the expiration of the public notice. Provide an original, signed and sealed Resolution of Adoption from Limerick Township.
11. Provide an original, signed and sealed Resolution of Adoption from Royersford Borough.

You must submit a response fully addressing each of the significant technical deficiencies set forth above by August 16, 2017, or DEP may deny the application.

All submitted materials must be submitted by the municipality, and all deficiency items must be submitted together in one package. A cover letter signed by the municipal secretary will be accepted by DEP as documentation that the municipality has determined the resubmission to be consistent with Act 537 sewage planning requirements.

If you have any questions or concerns regarding the identified deficiencies, please contact me at 484.250.5182.

Sincerely,



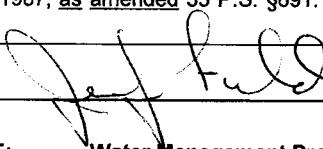
Kelly A. Sweeney
Sewage Planning Specialist 2
Clean Water

cc: Montgomery County Planning Commission
Montgomery County Health Department
Mr. Campbell – Pennoni Associates, Inc.
Mr. Bubel – Aqua Pennsylvania Wastewater, Inc.
Planning Section
Re 30 (GJE17CLW)179-14

441 - 5 2017



WATER QUALITY MANAGEMENT PERMIT

A. PERMITTEE (Name and Address): Limerick Township 646 West Ridge Pike Limerick, PA 19468	CLIENT ID#: 94337	B. PRIMARY FACILITY (Name): Possum Hollow STP – Possum Hollow Sewer System
C. LOCATION (Municipality, County): Limerick Township Montgomery County		SITE ID#: 556589
D. This permit approves the transfer of sewerage facilities consisting of: Sewage conveyance system.		
Pump Stations: _____ Design Capacity: _____ GPM Average Annual Flow: _____ GPD	Manure Storage: Volume _____ MG Freeboard: _____ inches	Industrial Wastewater/Sewage Treatment Facility: Annual Average Flow: _____ MGD Design Hydraulic Capacity: _____ MGD Design Organic Capacity: _____ lb/day
E. APPROVAL GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING:		
1. New Permits: All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit application dated _____, its supporting documentation, and addendums dated _____, which are hereby made a part of this permit.		
2. Amendments: All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit Amendment application dated _____ and its supporting documentation, and addendums dated _____, which are hereby made a part of this amendment.		
3. Except for any herein approved modifications, all terms, conditions, supporting documentation and addendums approved under Water Quality Management Permit No. <u>4601408</u> dated <u>11/19/2001</u> and conditions, supporting documentation and addendums are also made part of this transfer.		
4. Transfers: Water Quality Management Permit No. <u>4601408</u> dated <u>11/19/2001</u> and conditions, supporting documentation and addendums are also made part of this transfer.		
5. Permit Conditions Relating to sewerage are attached and made part of this permit.		
6. Special Conditions numbered _____ 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.		
G. PERMIT ISSUED:		
February 10, 2009		
BY: 		
TITLE: <u>Water Management Program Manager</u>		



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER SUPPLY AND WASTEWATER MANAGEMENT

PERMIT CONDITIONS RELATING TO SEWERAGE

For use in Water Quality Management Permits

(Place a √ in the box that applies)

General

- 1. Consistent with the Department of Environmental Protection's (DEP) technical guidance document *Conducting Technical Reviews of Water Quality Management Permit Wastewater Treatment Facilities* (DEP ID: 362-2000-007) available on DEP's website at www.dep.state.pa.us. DEP considers the registered 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. 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.
- 7. This permit authorizes the construction and operation of the proposed sewerage facilities until such time as facilities for conveyance and treatment at a more suitable location are installed and capable of receiving and treating the permittee's sewage. Such facilities must be in accordance with the applicable municipal official plan adopted pursuant to Section 5 of the Pennsylvania Sewage Facilities Act, the Act of January 24, 1966, P.L. 1535 as amended. When such municipal sewerage facilities become available, the permittee shall provide for the conveyance of the sewage to these sewerage facilities, abandon the use of these approved facilities and notify DEP accordingly. This permit shall then, upon notice from DEP, terminate and become null and void and shall be relinquished to DEP.
- 8. 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.
- 9. 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.
- 10. The authority granted by this permit is subject to all effluent requirements, monitoring requirements and other conditions as set forth in NPDES Permit No. PA____ and all subsequent amendments and renewals. No discharge is authorized from these facilities unless approved by an NPDES Permit.

Construction

- 11. An Erosion and Sedimentation (E&S) Plan must be developed prior to construction of the permitted facility, pursuant to Title 25 Pa. Code Chapter 102, and implemented during and after the earth disturbance activity.

If the activity involves 5 or more acres of earth disturbance, or from 1 to 5 acres of earth disturbance with a point source discharge to surface waters of the Commonwealth, an NPDES permit for the Discharge of Stormwater Associated with Construction Activity is required.

In addition to the state NPDES permitting requirements, some municipalities, through local ordinances, require the E&S Control Plan to be reviewed and approved by the local County Conservation District office prior to construction. For specific information regarding E&S control planning approval and NPDES permitting requirements, please contact your local County Conservation District office.

- 12. The facilities shall be constructed under the supervision of a Pennsylvania registered Professional Engineer in

accordance with the approved reports, plans and specifications.

- 13. A Pennsylvania registered Professional Engineer shall certify that construction of the permitted facilities was completed in accordance with the application and design plans submitted to DEP, using "Post Construction Certification" (3800-PM-WSWM0179a). 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. If requested, "as-built" drawings, photographs (if available) and a description of any DEP-approved deviations from the application and design plans must be submitted to DEP within 30 days of certification.
- 14. 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.
- 15. 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

- 16. 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.
- 17. 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.
- 18. Stormwater from roofs, foundation drains, basement drains or other sources shall not be admitted directly to the sanitary sewers.
- 19. The approved sewers shall be maintained in good condition, kept free of deposits by flushing or other cleaning methods and repaired when necessary.
- 20. The sewerage facilities shall be properly operated and maintained to perform as designed.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. All connections to the approved sanitary sewers must be in accordance with the corrective action plan as contained in the approved Title 25 Pa. Code Chapter 94 Municipal Wasteload Management Annual Report.
- 26. 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.

Re 30 (WP)



WATER QUALITY MANAGEMENT PERMIT

A. PERMITTEE (Name and Address): Limerick Township 646 West Ridge Pike Limerick, PA 19468	CLIENT ID#: 94337	B. PRIMARY FACILITY (Name): Possum Hollow WWTP – Hartenstine Creek Sewer Extension
C. LOCATION (Municipality, County): Limerick Township Montgomery County		SITE ID#: 556589
D. This permit approves the transfer of sewerage facilities consisting of: Sewage conveyance system.		
Pump Stations: _____ Design Capacity: _____ GPM Average Annual Flow: _____ GPD	Manure Storage: Volume _____ MG Freeboard: _____ inches	Industrial Wastewater/Sewage Treatment Facility: Annual Average Flow: _____ MGD Design Hydraulic Capacity: _____ MGD Design Organic Capacity: _____ lb/day
E. APPROVAL GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING:		
<p>1. New Permits: All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit application dated _____, its supporting documentation, and addendums dated _____, which are hereby made a part of this permit.</p> <p>Amendments: All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit Amendment application dated _____ and its supporting documentation, and addendums dated _____, which are hereby made a part of this amendment.</p> <p>Except for any herein approved modifications, all terms, conditions, supporting documentation and addendums approved under Water Quality Management Permit No. _____ dated _____ shall remain in effect.</p> <p>Transfers: Water Quality Management Permit No. <u>4605405</u> dated <u>05/05/2005</u> and conditions, supporting documentation and addendums are also made part of this transfer.</p> <p>2. Permit Conditions Relating to sewerage are attached and made part of this permit.</p> <p>3. Special Conditions numbered _____ are attached and made part of this permit.</p>		
F. THE AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS:		
<p>1. If there is a conflict between the application or its supporting documents and amendments and the attached conditions, the attached conditions shall apply.</p> <p>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.</p> <p>3. This permit is issued pursuant to the Clean Streams Law Act of June 22, 1937, P.L. 1987, as <u>amended</u> 35 P.S. §691.1 <i>et seq.</i> Issuance of this permit shall not relieve the permittee of any responsibility under any other law.</p>		
PERMIT ISSUED: February 10, 2009		BY: <u><i>Jay Field</i></u>
		TITLE: <u>Water Management Program Manager</u>



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER SUPPLY AND WASTEWATER MANAGEMENT

PERMIT CONDITIONS RELATING TO SEWERAGE
For use in Water Quality Management Permits

(Place a √ in the box that applies)

General

- 1. Consistent with the Department of Environmental Protection's (DEP) technical guidance document *Conducting Technical Reviews of Water Quality Management Permit Wastewater Treatment Facilities* (DEP ID: 362-2000-007) available on DEP's website at www.dep.state.pa.us. DEP considers the registered 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. 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.
- 7. This permit authorizes the construction and operation of the proposed sewerage facilities until such time as facilities for conveyance and treatment at a more suitable location are installed and capable of receiving and treating the permittee's sewage. Such facilities must be in accordance with the applicable municipal official plan adopted pursuant to Section 5 of the Pennsylvania Sewage Facilities Act, the Act of January 24, 1966, P.L. 1535 as amended. When such municipal sewerage facilities become available, the permittee shall provide for the conveyance of the sewage to these sewerage facilities, abandon the use of these approved facilities and notify DEP accordingly. This permit shall then, upon notice from DEP, terminate and become null and void and shall be relinquished to DEP.
- 8. 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.
- 9. 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.
- 10. The authority granted by this permit is subject to all effluent requirements, monitoring requirements and other conditions as set forth in NPDES Permit No. PA_____ and all subsequent amendments and renewals. No discharge is authorized from these facilities unless approved by an NPDES Permit.

Construction

- 11. An Erosion and Sedimentation (E&S) Plan must be developed prior to construction of the permitted facility, pursuant to Title 25 Pa. Code Chapter 102, and implemented during and after the earth disturbance activity.
If the activity involves 5 or more acres of earth disturbance, or from 1 to 5 acres of earth disturbance with a point source discharge to surface waters of the Commonwealth, an NPDES permit for the Discharge of Stormwater Associated with Construction Activity is required.
In addition to the state NPDES permitting requirements, some municipalities, through local ordinances, require the E&S Control Plan to be reviewed and approved by the local County Conservation District office prior to construction. For specific information regarding E&S control planning approval and NPDES permitting requirements, please contact your local County Conservation District office.
- 12. The facilities shall be constructed under the supervision of a Pennsylvania registered Professional Engineer in

Conditions Sewerage

accordance with the approved reports, plans and specifications.

- 13. A Pennsylvania registered Professional Engineer shall certify that construction of the permitted facilities was completed in accordance with the application and design plans submitted to DEP, using "Post Construction Certification" (3800-PM-WSWM0179a). 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. If requested, "as-built" drawings, photographs (if available) and a description of any DEP-approved deviations from the application and design plans must be submitted to DEP within 30 days of certification.
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- 15. 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

- 16. 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.
- 17. 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.
- 18. Stormwater from roofs, foundation drains, basement drains or other sources shall not be admitted directly to the sanitary sewers.
- 19. The approved sewers shall be maintained in good condition, kept free of deposits by flushing or other cleaning methods and repaired when necessary.
- 20. The sewerage facilities shall be properly operated and maintained to perform as designed.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. All connections to the approved sanitary sewers must be in accordance with the corrective action plan as contained in the approved Title 25 Pa. Code Chapter 94 Municipal Wasteload Management Annual Report.
- 26. 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.



2 East Main Street
Norristown, PA 19401
April 23, 2009

Southeast Regional Office

Phone: 484-250-5970
Fax: 484-250-5971

Mr. Daniel K. Kerr
Township Manager
Limerick Township
646 West Ridge Pike
Limerick, PA 19468

APR 24 2009

Re: Possum Hollow Sewage Treatment Plant –
Hartenstine Creek Interceptor
Sewage Application 4602407-Amendment No. 1
File Type: WQM Permits
Limerick Township
Montgomery County

Dear Mr. Kerr:

Your 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.

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. Section 7514, and the Administrative Agency Law, 2 Pa.C.S. Chapter 5A, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, P.O. Box 8457, Harrisburg, PA 17105-8457, 717-787-3483. TDD users may contact the Board through the Pennsylvania Relay Service, 800-654-5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action unless the appropriate statute provides a different time period. Copies of the appeal form and the Board's rules of practice and procedure may be obtained from the Board. The appeal form and the Board's rules of practice and procedure are also available in braille or on audiotape from the Secretary to the Board at 717-787-3483. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.

Mr. Daniel K. Kerr

- 2 -

IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO 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 (717-787-3483) FOR MORE INFORMATION.

If you have any questions, please call Ms. Karen McDaniel at 484-250-5126.

Sincerely,



Jenifer Fields, P.E.
Regional Manager
Water Management

Enclosures

cc: Montgomery County Health Department
Mr. Ebert - Ebert Engineering, Inc.
Operations Section
Mr. Sheckler
Re (joh09wqm)096

PERMIT NO. 4602407AMENDMENT NO. 1APS ID 662136AUTH ID 756618

WATER QUALITY MANAGEMENT PERMIT

A. PERMITTEE (Name and Address): Limerick Township 646 West Ridge Pike Limerick, PA 19468	CLIENT ID#: 94337	B. PRIMARY FACILITY (Name): Possum Hollow Sewage Treatment Plant – Hartenstine Creek Interceptor
C. LOCATION (Municipality, County): Limerick Township Montgomery County		SITE ID#: 556589
<p>D. This amendment approves the construction of sewerage facilities consisting of: 3,200 LF of an 8 in diameter sewer extension to the existing Hartenstine Creek Interceptor to service the proposed projects: The Greenstein Tract, The Blessed Teresa of Calcutta Parish, The North Pointe Community Church, and The Hirschorn Development. </p>		
Pump Stations: _____ Design Capacity: _____ GPM Average Annual Flow: _____ GPD	Manure Storage: Volume _____ MG Freeboard: _____ inches	Industrial Wastewater/Sewage Treatment Facility: Annual Average Flow: _____ MGD Design Hydraulic Capacity: _____ MGD Design Organic Capacity: _____ lb/day
<p>E. APPROVAL GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING:</p> <p>1. New Permits: All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit application dated _____, its supporting documentation, and addendums dated _____, which are hereby made a part of this permit.</p> <p>Amendments: All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit Amendment application dated <u>4602407 A</u> and its supporting documentation, and addendums dated <u>12/11/08</u>, which are hereby made a part of this amendment.</p> <p>Except for any herein approved modifications, all terms, conditions, supporting documentation and addendums approved under Water Quality Management Permit No. _____ dated _____ shall remain in effect.</p> <p>Transfers: Water Quality Management Permit No. _____ dated _____ and conditions, supporting documentation and addendums are also made part of this transfer.</p> <p>2. Permit Conditions Relating to Sewerage are attached and made part of this permit.</p> <p>3. Special Conditions numbered _____ are attached and made part of this permit.</p> <p>F. THE AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS:</p> <p>1. If there is a conflict between the application or its supporting documents and amendments and the attached conditions, the attached conditions shall apply.</p> <p>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.</p> <p>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.</p>		
PERMIT ISSUED: <u>April 23, 2009</u>		BY: <u><i>[Signature]</i></u> TITLE: <u>Water Management Program Manager</u>

E&S Control Plan to be reviewed and approved by the local County Conservation District office prior to construction. For specific information regarding E&S control planning approval and NPDES permitting requirements, please contact your local County Conservation District office.

- 12. The facilities shall be constructed under the supervision of a Pennsylvania registered Professional Engineer in accordance with the approved reports, plans and specifications.
- 13. A Pennsylvania registered Professional Engineer shall certify that construction of the permitted facilities was completed in accordance with the application and design plans submitted to DEP, using "Post Construction Certification" (3800-PM-WSWM0179a). 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. If requested, "as-built" drawings, photographs (if available) and a description of any DEP-approved deviations from the application and design plans must be submitted to DEP within 30 days of certification.
- 14. 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.
- 15. 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

- 16. 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.
- 17. 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.
- 18. Stormwater from roofs, foundation drains, basement drains or other sources shall not be admitted directly to the sanitary sewers.
- 19. The approved sewers shall be maintained in good condition, kept free of deposits by flushing or other cleaning methods and repaired when necessary.
- 20. The sewerage facilities shall be properly operated and maintained to perform as designed.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. All connections to the approved sanitary sewers must be in accordance with the corrective action plan as contained in the approved Title 25 Pa. Code Chapter 94 Municipal Wasteload Management Annual Report.
- 26. 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



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER SUPPLY AND WASTEWATER MANAGEMENT

PERMIT CONDITIONS RELATING TO SEWERAGE

For use in Water Quality Management Permits

(Place a √ in the box that applies)

General

- 1. Consistent with the Department of Environmental Protection's (DEP) technical guidance document *Conducting Technical Reviews of Water Quality Management Permit Wastewater Treatment Facilities* (DEP ID: 362-2000-007) available on DEP's website at www.dep.state.pa.us. DEP considers the registered 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. 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.
- 7. This permit authorizes the construction and operation of the proposed sewerage facilities until such time as facilities for conveyance and treatment at a more suitable location are installed and capable of receiving and treating the permittee's sewage. Such facilities must be in accordance with the applicable municipal official plan adopted pursuant to Section 5 of the Pennsylvania Sewage Facilities Act, the Act of January 24, 1966, P.L. 1535 as amended. When such municipal sewerage facilities become available, the permittee shall provide for the conveyance of the sewage to these sewerage facilities, abandon the use of these approved facilities and notify DEP accordingly. This permit shall then, upon notice from DEP, terminate and become null and void and shall be relinquished to DEP.
- 8. 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.
- 9. 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.
- 10. The authority granted by this permit is subject to all effluent requirements, monitoring requirements and other conditions as set forth in and all subsequent amendments and renewals. No discharge is authorized from these facilities unless approved by an NPDES Permit.

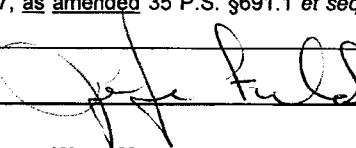
Construction

- 11. An Erosion and Sedimentation (E&S) Plan must be developed prior to construction of the permitted facility, pursuant to Title 25 Pa. Code Chapter 102, and implemented during and after the earth disturbance activity.
If the activity involves 5 or more acres of earth disturbance, or from 1 to 5 acres of earth disturbance with a point source discharge to surface waters of the Commonwealth, an NPDES permit for the Discharge of Stormwater Associated with Construction Activity is required.
In addition to the state NPDES permitting requirements, some municipalities, through local ordinances, require the

Water Act and its amendments.



WATER QUALITY MANAGEMENT PERMIT

A. PERMITTEE (Name and Address): Limerick Township 646 West Ridge Pike Limerick, PA 19468	CLIENT ID#: 94337	B. PRIMARY FACILITY (Name): King Road WWTP – Pump Station #6
C. LOCATION (Municipality, County): Limerick Township Montgomery County		
D. This permit approves the transfer of sewerage facilities consisting of: Sewage pumping station.		
Pump Stations: <u>1</u> Design Capacity: <u>2,225</u> GPM Average Annual Flow: _____ GPD	Manure Storage: Volume _____ MG Freeboard: _____ inches	Industrial Wastewater/Sewage Treatment Facility: Annual Average Flow: _____ MGD Design Hydraulic Capacity: _____ MGD Design Organic Capacity: _____ lb/day
E. APPROVAL GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING:		
<p>1. New Permits: All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit application dated _____, its supporting documentation, and addendums dated _____, which are hereby made a part of this permit.</p> <p>Amendments: All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit Amendment application dated _____ and its supporting documentation, and addendums dated _____, which are hereby made a part of this amendment.</p> <p>Except for any herein approved modifications, all terms, conditions, supporting documentation and addendums approved under Water Quality Management Permit No. _____ dated _____ shall remain in effect.</p> <p>Transfers: Water Quality Management Permit No. <u>4694413</u> dated <u>12/20/1994</u> and conditions, supporting documentation and addendums are also made part of this transfer.</p> <p>2. Permit Conditions Relating to sewerage are attached and made part of this permit.</p> <p>3. Special Conditions numbered _____ are attached and made part of this permit.</p>		
F. THE AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS:		
<p>1. If there is a conflict between the application or its supporting documents and amendments and the attached conditions, the attached conditions shall apply.</p> <p>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.</p> <p>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.</p>		
<p>PERMIT ISSUED: <u>February 10, 2009</u></p> <p>BY: _____ </p> <p>TITLE: <u>Water Management Program Manager</u></p>		



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER SUPPLY AND WASTEWATER MANAGEMENT

PERMIT CONDITIONS RELATING TO SEWERAGE
For use in Water Quality Management Permits

(Place a √ in the box that applies)

General

- 1. Consistent with the Department of Environmental Protection's (DEP) technical guidance document *Conducting Technical Reviews of Water Quality Management Permit Wastewater Treatment Facilities* (DEP ID: 362-2000-007) available on DEP's website at www.dep.state.pa.us. DEP considers the registered 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. 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.
- 7. This permit authorizes the construction and operation of the proposed sewerage facilities until such time as facilities for conveyance and treatment at a more suitable location are installed and capable of receiving and treating the permittee's sewage. Such facilities must be in accordance with the applicable municipal official plan adopted pursuant to Section 5 of the Pennsylvania Sewage Facilities Act, the Act of January 24, 1966, P.L. 1535 as amended. When such municipal sewerage facilities become available, the permittee shall provide for the conveyance of the sewage to these sewerage facilities, abandon the use of these approved facilities and notify DEP accordingly. This permit shall then, upon notice from DEP, terminate and become null and void and shall be relinquished to DEP.
- 8. 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.
- 9. 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.
- 10. The authority granted by this permit is subject to all effluent requirements, monitoring requirements and other conditions as set forth in NPDES Permit No. PA____ and all subsequent amendments and renewals. No discharge is authorized from these facilities unless approved by an NPDES Permit.

Construction

- 11. An Erosion and Sedimentation (E&S) Plan must be developed prior to construction of the permitted facility, pursuant to Title 25 Pa. Code Chapter 102, and implemented during and after the earth disturbance activity.
If the activity involves 5 or more acres of earth disturbance, or from 1 to 5 acres of earth disturbance with a point source discharge to surface waters of the Commonwealth, an NPDES permit for the Discharge of Stormwater Associated with Construction Activity is required.
In addition to the state NPDES permitting requirements, some municipalities, through local ordinances, require the E&S Control Plan to be reviewed and approved by the local County Conservation District office prior to construction. For specific information regarding E&S control planning approval and NPDES permitting requirements, please contact your local County Conservation District office.
- 12. The facilities shall be constructed under the supervision of a Pennsylvania registered Professional Engineer in

accordance with the approved reports, plans and specifications.

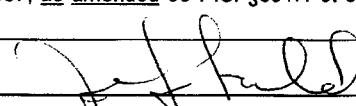
- 13. A Pennsylvania registered Professional Engineer shall certify that construction of the permitted facilities was completed in accordance with the application and design plans submitted to DEP, using "Post Construction Certification" (3800-PM-WSWM0179a). It is the permittee's responsibility to ensure 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. If requested, "as-built" drawings, photographs (if available) and a description of any DEP-approved deviations from the application and design plans must be submitted to DEP within 30 days of certification.
- 14. 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.
- 15. 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

- 16. 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.
- 17. 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.
- 18. Stormwater from roofs, foundation drains, basement drains or other sources shall not be admitted directly to the sanitary sewers.
- 19. The approved sewers shall be maintained in good condition, kept free of deposits by flushing or other cleaning methods and repaired when necessary.
- 20. The sewerage facilities shall be properly operated and maintained to perform as designed.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. All connections to the approved sanitary sewers must be in accordance with the corrective action plan as contained in the approved Title 25 Pa. Code Chapter 94 Municipal Wasteload Management Annual Report.
- 26. 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.



WATER QUALITY MANAGEMENT PERMIT

A. PERMITTEE (Name and Address): Limerick Township 646 West Ridge Pike Limerick, PA 19468	CLIENT ID#: 94337	B. PRIMARY FACILITY (Name): King Road STP –Pump Station #6 Southeast Upgrade
C. LOCATION (Municipality, County): Limerick Township Montgomery County		SITE ID#: 451122
D. This permit approves the transfer of sewerage facilities consisting of: Sewage pumping station.		
Pump Stations: <u>1</u> Design Capacity: <u>2,225</u> GPM Average Annual Flow: <u> </u> GPD	Manure Storage: Volume _____ MG Freeboard: _____ inches	Industrial Wastewater/Sewage Treatment Facility: Annual Average Flow: _____ MGD Design Hydraulic Capacity: _____ MGD Design Organic Capacity: _____ lb/day
E. APPROVAL GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING:		
<p>1. New Permits: All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit application dated _____, its supporting documentation, and addendums dated _____, which are hereby made a part of this permit.</p> <p>Amendments: All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit Amendment application dated _____ and its supporting documentation, and addendums dated _____, which are hereby made a part of this amendment.</p> <p>Except for any herein approved modifications, all terms, conditions, supporting documentation and addendums approved under Water Quality Management Permit No. _____ dated _____ shall remain in effect.</p> <p>Transfers: Water Quality Management Permit No. <u>4698423</u> dated <u>08/14/1998</u> and conditions, supporting documentation and addendums are also made part of this transfer.</p> <p>2. Permit Conditions Relating to sewerage are attached and made part of this permit.</p> <p>3. Special Conditions numbered _____ are attached and made part of this permit.</p>		
F. THE AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS:		
<p>1. If there is a conflict between the application or its supporting documents and amendments and the attached conditions, the attached conditions shall apply.</p> <p>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.</p> <p>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.</p>		
<p>PERMIT ISSUED:</p> <p style="text-align: center;"><u>February 10, 2009</u></p> <p>BY: </p> <p>TITLE: <u>Water Management Program Manager</u></p>		



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER SUPPLY AND WASTEWATER MANAGEMENT

PERMIT CONDITIONS RELATING TO SEWERAGE

For use in Water Quality Management Permits

(Place a √ in the box that applies)

General

- 1. Consistent with the Department of Environmental Protection's (DEP) technical guidance document *Conducting Technical Reviews of Water Quality Management Permit Wastewater Treatment Facilities* (DEP ID: 362-2000-007) available on DEP's website at www.dep.state.pa.us. DEP considers the registered 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. 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.
- 7. This permit authorizes the construction and operation of the proposed sewerage facilities until such time as facilities for conveyance and treatment at a more suitable location are installed and capable of receiving and treating the permittee's sewage. Such facilities must be in accordance with the applicable municipal official plan adopted pursuant to Section 5 of the Pennsylvania Sewage Facilities Act, the Act of January 24, 1966, P.L. 1535 as amended. When such municipal sewerage facilities become available, the permittee shall provide for the conveyance of the sewage to these sewerage facilities, abandon the use of these approved facilities and notify DEP accordingly. This permit shall then, upon notice from DEP, terminate and become null and void and shall be relinquished to DEP.
- 8. 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.
- 9. 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.
- 10. The authority granted by this permit is subject to all effluent requirements, monitoring requirements and other conditions as set forth in NPDES Permit No. PA____ and all subsequent amendments and renewals. No discharge is authorized from these facilities unless approved by an NPDES Permit.

Construction

- 11. An Erosion and Sedimentation (E&S) Plan must be developed prior to construction of the permitted facility, pursuant to Title 25 Pa. Code Chapter 102, and implemented during and after the earth disturbance activity.
If the activity involves 5 or more acres of earth disturbance, or from 1 to 5 acres of earth disturbance with a point source discharge to surface waters of the Commonwealth, an NPDES permit for the Discharge of Stormwater Associated with Construction Activity is required.
In addition to the state NPDES permitting requirements, some municipalities, through local ordinances, require the E&S Control Plan to be reviewed and approved by the local County Conservation District office prior to construction. For specific information regarding E&S control planning approval and NPDES permitting requirements, please contact your local County Conservation District office.
- 12. The facilities shall be constructed under the supervision of a Pennsylvania registered Professional Engineer in

Conditions Sewerage

accordance with the approved reports, plans and specifications.

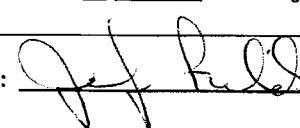
- 13. A Pennsylvania registered Professional Engineer shall certify that construction of the permitted facilities was completed in accordance with the application and design plans submitted to DEP, using "Post Construction Certification" (3800-PM-WSWM0179a). It is the permittee's responsibility to ensure 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. If requested, "as-built" drawings, photographs (if available) and a description of any DEP-approved deviations from the application and design plans must be submitted to DEP within 30 days of certification.
- 14. 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.
- 15. 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

- 16. 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.
- 17. 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.
- 18. Stormwater from roofs, foundation drains, basement drains or other sources shall not be admitted directly to the sanitary sewers.
- 19. The approved sewers shall be maintained in good condition, kept free of deposits by flushing or other cleaning methods and repaired when necessary.
- 20. The sewerage facilities shall be properly operated and maintained to perform as designed.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. All connections to the approved sanitary sewers must be in accordance with the corrective action plan as contained in the approved Title 25 Pa. Code Chapter 94 Municipal Wasteload Management Annual Report.
- 26. 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.



WATER QUALITY MANAGEMENT PERMIT

A. PERMITTEE (Name and Address): Limerick Township 646 West Ridge Pike Limerick, PA 19468	CLIENT ID#: 94337	B. PRIMARY FACILITY (Name): Possum Hollow STP – Heritage Hills Golf Club Pump Station <u># 18</u>
C. LOCATION (Municipality, County): Limerick Township Montgomery County		SITE ID#: 556589
D. This permit approves the transfer of sewerage facilities consisting of: Sewage pumping station.		
Pump Stations: <u>1</u> Design Capacity: <u>510</u> GPM Average Annual Flow: <u> </u> GPD	Manure Storage: Volume <u> </u> MG Freeboard: <u> </u> inches	Industrial Wastewater/Sewage Treatment Facility: Annual Average Flow: <u> </u> MGD Design Hydraulic Capacity: <u> </u> MGD Design Organic Capacity: <u> </u> lb/day
E. APPROVAL GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING:		
<p>1. New Permits: All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit application dated <u> </u>, its supporting documentation, and addendums dated <u> </u>, which are hereby made a part of this permit.</p> <p>Amendments: All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit Amendment application dated <u> </u> and its supporting documentation, and addendums dated <u> </u>, which are hereby made a part of this amendment.</p> <p>Except for any herein approved modifications, all terms, conditions, supporting documentation and addendums approved under Water Quality Management Permit No. <u> </u> dated <u> </u> shall remain in effect.</p> <p>Transfers: Water Quality Management Permit No. <u>4602407</u> dated <u>09/27/2002</u> and conditions, supporting documentation and addendums are also made part of this transfer.</p> <p>2. Permit Conditions Relating to sewerage are attached and made part of this permit.</p> <p>3. Special Conditions numbered <u> </u> are attached and made part of this permit.</p>		
F. THE AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS:		
<p>1. If there is a conflict between the application or its supporting documents and amendments and the attached conditions, the attached conditions shall apply.</p> <p>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.</p> <p>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.</p>		
<p>PERMIT ISSUED:</p> <p style="text-align: center;"><u>February 10, 2009</u></p> <p>BY: </p> <p>TITLE: <u>Water Management Program Manager</u></p>		



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER SUPPLY AND WASTEWATER MANAGEMENT

PERMIT CONDITIONS RELATING TO SEWERAGE
For use in Water Quality Management Permits

(Place a √ in the box that applies)

General

- 1. Consistent with the Department of Environmental Protection's (DEP) technical guidance document *Conducting Technical Reviews of Water Quality Management Permit Wastewater Treatment Facilities* (DEP ID: 362-2000-007) available on DEP's website at www.dep.state.pa.us. DEP considers the registered 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. 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.
- 7. This permit authorizes the construction and operation of the proposed sewerage facilities until such time as facilities for conveyance and treatment at a more suitable location are installed and capable of receiving and treating the permittee's sewage. Such facilities must be in accordance with the applicable municipal official plan adopted pursuant to Section 5 of the Pennsylvania Sewage Facilities Act, the Act of January 24, 1966, P.L. 1535 as amended. When such municipal sewerage facilities become available, the permittee shall provide for the conveyance of the sewage to these sewerage facilities, abandon the use of these approved facilities and notify DEP accordingly. This permit shall then, upon notice from DEP, terminate and become null and void and shall be relinquished to DEP.
- 8. 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.
- 9. 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.
- 10. The authority granted by this permit is subject to all effluent requirements, monitoring requirements and other conditions as set forth in NPDES Permit No. PA _____ and all subsequent amendments and renewals. No discharge is authorized from these facilities unless approved by an NPDES Permit.

Construction

- 11. An Erosion and Sedimentation (E&S) Plan must be developed prior to construction of the permitted facility, pursuant to Title 25 Pa. Code Chapter 102, and implemented during and after the earth disturbance activity.
If the activity involves 5 or more acres of earth disturbance, or from 1 to 5 acres of earth disturbance with a point source discharge to surface waters of the Commonwealth, an NPDES permit for the Discharge of Stormwater Associated with Construction Activity is required.
In addition to the state NPDES permitting requirements, some municipalities, through local ordinances, require the E&S Control Plan to be reviewed and approved by the local County Conservation District office prior to construction. For specific information regarding E&S control planning approval and NPDES permitting requirements, please contact your local County Conservation District office.
- 12. The facilities shall be constructed under the supervision of a Pennsylvania registered Professional Engineer in

accordance with the approved reports, plans and specifications.

- 13. A Pennsylvania registered Professional Engineer shall certify that construction of the permitted facilities was completed in accordance with the application and design plans submitted to DEP, using "Post Construction Certification" (3800-PM-WSWM0179a). 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. If requested, "as-built" drawings, photographs (if available) and a description of any DEP-approved deviations from the application and design plans must be submitted to DEP within 30 days of certification.
- 14. 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.
- 15. 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.

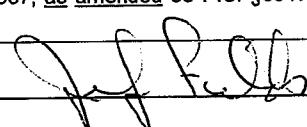
Operation and Maintenance

- 16. 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.
- 17. 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.
- 18. Stormwater from roofs, foundation drains, basement drains or other sources shall not be admitted directly to the sanitary sewers.
- 19. The approved sewers shall be maintained in good condition, kept free of deposits by flushing or other cleaning methods and repaired when necessary.
- 20. The sewerage facilities shall be properly operated and maintained to perform as designed.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. All connections to the approved sanitary sewers must be in accordance with the corrective action plan as contained in the approved Title 25 Pa. Code Chapter 94 Municipal Wasteload Management Annual Report.
- 26. 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.

Re 30 (WP)



WATER QUALITY MANAGEMENT PERMIT

A. PERMITTEE (Name and Address): Limerick Township 646 West Ridge Pike Limerick, PA 19468	CLIENT ID#: 94337	B. PRIMARY FACILITY (Name): King Road WWTP
C. LOCATION (Municipality, County): Limerick Township Montgomery County		SITE ID#: 451122
D. This permit approves the transfer of sewerage facilities consisting of: Wastewater Treatment Plant.		
Pump Stations: _____ Design Capacity: _____ GPM Average Annual Flow: _____ GPD	Manure Storage: Volume _____ MG Freeboard: _____ inches	Industrial Wastewater/Sewage Treatment Facility: Annual Average Flow: 0.83 MGD Design Hydraulic Capacity: 1.7 MGD Design Organic Capacity: 3,900 lb/day
E. APPROVAL GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING:		
1. New Permits: All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit application dated _____, its supporting documentation, and addendums dated _____, which are hereby made a part of this permit.		
Amendments: All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit Amendment application dated _____ and its supporting documentation, and addendums dated _____, which are hereby made a part of this amendment.		
Except for any herein approved modifications, all terms, conditions, supporting documentation and addendums approved under Water Quality Management Permit No. _____ dated _____ shall remain in effect.		
Transfers: Water Quality Management Permit No. 4603408 dated 03/08/2003 and conditions, supporting documentation and addendums are also made part of this transfer.		
2. Permit Conditions Relating to sewerage are attached and made part of this permit.		
3. Special Conditions numbered _____ 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: February 10, 2009		
BY: 		
TITLE: Water Management Program Manager		



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER SUPPLY AND WASTEWATER MANAGEMENT

PERMIT CONDITIONS RELATING TO SEWERAGE
For use in Water Quality Management Permits

(Place a √ in the box that applies)

General

- 1. Consistent with the Department of Environmental Protection's (DEP) technical guidance document *Conducting Technical Reviews of Water Quality Management Permit Wastewater Treatment Facilities* (DEP ID: 362-2000-007) available on DEP's website at www.dep.state.pa.us. DEP considers the registered 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. 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.
- 7. This permit authorizes the construction and operation of the proposed sewerage facilities until such time as facilities for conveyance and treatment at a more suitable location are installed and capable of receiving and treating the permittee's sewage. Such facilities must be in accordance with the applicable municipal official plan adopted pursuant to Section 5 of the Pennsylvania Sewage Facilities Act, the Act of January 24, 1966, P.L. 1535 as amended. When such municipal sewerage facilities become available, the permittee shall provide for the conveyance of the sewage to these sewerage facilities, abandon the use of these approved facilities and notify DEP accordingly. This permit shall then, upon notice from DEP, terminate and become null and void and shall be relinquished to DEP.
- 8. 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.
- 9. 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.
- 10. The authority granted by this permit is subject to all effluent requirements, monitoring requirements and other conditions as set forth in NPDES Permit No. PA0051934 and all subsequent amendments and renewals. No discharge is authorized from these facilities unless approved by an NPDES Permit.

Construction

- 11. An Erosion and Sedimentation (E&S) Plan must be developed prior to construction of the permitted facility, pursuant to Title 25 Pa. Code Chapter 102, and implemented during and after the earth disturbance activity.
If the activity involves 5 or more acres of earth disturbance, or from 1 to 5 acres of earth disturbance with a point source discharge to surface waters of the Commonwealth, an NPDES permit for the Discharge of Stormwater Associated with Construction Activity is required.
In addition to the state NPDES permitting requirements, some municipalities, through local ordinances, require the E&S Control Plan to be reviewed and approved by the local County Conservation District office prior to construction. For specific information regarding E&S control planning approval and NPDES permitting requirements, please contact your local County Conservation District office.
- 12. The facilities shall be constructed under the supervision of a Pennsylvania registered Professional Engineer in

Conditions Sewerage

accordance with the approved reports, plans and specifications.

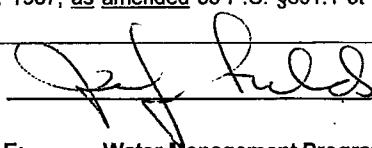
- 13. A Pennsylvania registered Professional Engineer shall certify that construction of the permitted facilities was completed in accordance with the application and design plans submitted to DEP, using "Post Construction Certification" (3800-PM-WSWM0179a). It is the permittee's responsibility to ensure 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. If requested, "as-built" drawings, photographs (if available) and a description of any DEP-approved deviations from the application and design plans must be submitted to DEP within 30 days of certification.
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- 15. 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

- 16. 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.
- 17. 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.
- 18. Stormwater from roofs, foundation drains, basement drains or other sources shall not be admitted directly to the sanitary sewers.
- 19. The approved sewers shall be maintained in good condition, kept free of deposits by flushing or other cleaning methods and repaired when necessary.
- 20. The sewerage facilities shall be properly operated and maintained to perform as designed.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. All connections to the approved sanitary sewers must be in accordance with the corrective action plan as contained in the approved Title 25 Pa. Code Chapter 94 Municipal Wasteload Management Annual Report.
- 26. 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.



WATER QUALITY MANAGEMENT PERMIT

A. PERMITTEE (Name and Address): Limerick Township 646 West Ridge Pike Limerick, PA 19468	CLIENT ID#: 94337	B. PRIMARY FACILITY (Name): King Road STP – Township Line Road Sewer Extension
C. LOCATION (Municipality, County): Limerick Township Montgomery County		SITE ID#: 451122
D. This permit approves the transfer of sewerage facilities consisting of: Sewerage extension.		
Pump Stations: _____ Design Capacity: _____ GPM Average Annual Flow: _____ GPD	Manure Storage: Volume _____ MG Freeboard: _____ inches	Industrial Wastewater/Sewage Treatment Facility: Annual Average Flow: _____ MGD Design Hydraulic Capacity: _____ MGD Design Organic Capacity: _____ lb/day
E. APPROVAL GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING:		
<p>1. New Permits: All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit application dated _____, its supporting documentation, and addendums dated _____, which are hereby made a part of this permit.</p> <p>Amendments: All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit Amendment application dated _____ and its supporting documentation, and addendums dated _____, which are hereby made a part of this amendment.</p> <p>Except for any herein approved modifications, all terms, conditions, supporting documentation and addendums approved under Water Quality Management Permit No. _____ dated _____ shall remain in effect.</p> <p>Transfers: Water Quality Management Permit No. <u>4698440</u> dated <u>01/19/1999</u> and conditions, supporting documentation and addendums are also made part of this transfer.</p> <p>2. Permit Conditions Relating to sewerage are attached and made part of this permit.</p> <p>3. Special Conditions numbered _____ are attached and made part of this permit.</p>		
F. THE AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS:		
<p>1. If there is a conflict between the application or its supporting documents and amendments and the attached conditions, the attached conditions shall apply.</p> <p>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.</p> <p>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.</p>		
<p>PERMIT ISSUED:</p> <p style="text-align: center;"><u>February 10, 2009</u></p> <p>BY: </p> <p>TITLE: <u>Water Management Program Manager</u></p>		



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER SUPPLY AND WASTEWATER MANAGEMENT

PERMIT CONDITIONS RELATING TO SEWERAGE

For use in Water Quality Management Permits

(Place a √ in the box that applies)

General

- 1. Consistent with the Department of Environmental Protection's (DEP) technical guidance document *Conducting Technical Reviews of Water Quality Management Permit Wastewater Treatment Facilities* (DEP ID: 362-2000-007) available on DEP's website at www.dep.state.pa.us. DEP considers the registered 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. 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.
- 7. This permit authorizes the construction and operation of the proposed sewerage facilities until such time as facilities for conveyance and treatment at a more suitable location are installed and capable of receiving and treating the permittee's sewage. Such facilities must be in accordance with the applicable municipal official plan adopted pursuant to Section 5 of the Pennsylvania Sewage Facilities Act, the Act of January 24, 1966, P.L. 1535 as amended. When such municipal sewerage facilities become available, the permittee shall provide for the conveyance of the sewage to these sewerage facilities, abandon the use of these approved facilities and notify DEP accordingly. This permit shall then, upon notice from DEP, terminate and become null and void and shall be relinquished to DEP.
- 8. 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.
- 9. 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.
- 10. The authority granted by this permit is subject to all effluent requirements, monitoring requirements and other conditions as set forth in NPDES Permit No. PA_____ and all subsequent amendments and renewals. No discharge is authorized from these facilities unless approved by an NPDES Permit.

Construction

- 11. An Erosion and Sedimentation (E&S) Plan must be developed prior to construction of the permitted facility, pursuant to Title 25 Pa. Code Chapter 102, and implemented during and after the earth disturbance activity.
If the activity involves 5 or more acres of earth disturbance, or from 1 to 5 acres of earth disturbance with a point source discharge to surface waters of the Commonwealth, an NPDES permit for the Discharge of Stormwater Associated with Construction Activity is required.
In addition to the state NPDES permitting requirements, some municipalities, through local ordinances, require the E&S Control Plan to be reviewed and approved by the local County Conservation District office prior to construction. For specific information regarding E&S control planning approval and NPDES permitting requirements, please contact your local County Conservation District office.
- 12. The facilities shall be constructed under the supervision of a Pennsylvania registered Professional Engineer in

accordance with the approved reports, plans and specifications.

- 13. A Pennsylvania registered Professional Engineer shall certify that construction of the permitted facilities was completed in accordance with the application and design plans submitted to DEP, using "Post Construction Certification" (3800-PM-WSWM0179a). 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. If requested, "as-built" drawings, photographs (if available) and a description of any DEP-approved deviations from the application and design plans must be submitted to DEP within 30 days of certification.
- 14. 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.
- 15. 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.

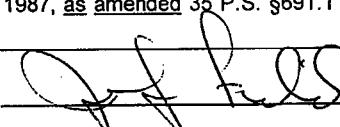
Operation and Maintenance

- 16. 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.
- 17. 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.
- 18. Stormwater from roofs, foundation drains, basement drains or other sources shall not be admitted directly to the sanitary sewers.
- 19. The approved sewers shall be maintained in good condition, kept free of deposits by flushing or other cleaning methods and repaired when necessary.
- 20. The sewerage facilities shall be properly operated and maintained to perform as designed.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. All connections to the approved sanitary sewers must be in accordance with the corrective action plan as contained in the approved Title 25 Pa. Code Chapter 94 Municipal Wasteload Management Annual Report.
- 26. 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.

Re 30 (WP)



WATER QUALITY MANAGEMENT PERMIT

A. PERMITTEE (Name and Address): Limerick Township 646 West Ridge Pike Limerick, PA 19468	CLIENT ID#: <u>94337</u>	B. PRIMARY FACILITY (Name): King Road STP – Landis Creek Interceptor
C. LOCATION (Municipality, County): Limerick Township Montgomery County		SITE ID#: <u>451122</u>
D. This permit approves the transfer of sewerage facilities consisting of: Sewage conveyance system.		
Pump Stations: _____ Design Capacity: _____ GPM Average Annual Flow: _____ GPD	Manure Storage: Volume _____ MG Freeboard: _____ inches	Industrial Wastewater/Sewage Treatment Facility: Annual Average Flow: _____ MGD Design Hydraulic Capacity: _____ MGD Design Organic Capacity: _____ lb/day
E. APPROVAL GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING:		
1. New Permits: All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit application dated _____, its supporting documentation, and addendums dated _____, which are hereby made a part of this permit.		
Amendments: All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit Amendment application dated _____ and its supporting documentation, and addendums dated _____, which are hereby made a part of this amendment. Except for any herein approved modifications, all terms, conditions, supporting documentation and addendums approved under Water Quality Management Permit No. _____ dated _____ shall remain in effect.		
Transfers: Water Quality Management Permit No. <u>4601414</u> dated <u>11/30/2001</u> and conditions, supporting documentation and addendums are also made part of this transfer.		
2. Permit Conditions Relating to sewerage are attached and made part of this permit.		
3. Special Conditions numbered _____ 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: <u>February 10, 2009</u>		
BY:  TITLE: <u>Water Management Program Manager</u>		



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER SUPPLY AND WASTEWATER MANAGEMENT

PERMIT CONDITIONS RELATING TO SEWERAGE

For use in Water Quality Management Permits

(Place a ✓ in the box that applies)

General

- 1. Consistent with the Department of Environmental Protection's (DEP) technical guidance document *Conducting Technical Reviews of Water Quality Management Permit Wastewater Treatment Facilities* (DEP ID: 362-2000-007) available on DEP's website at www.dep.state.pa.us. DEP considers the registered 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. 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.
- 7. This permit authorizes the construction and operation of the proposed sewerage facilities until such time as facilities for conveyance and treatment at a more suitable location are installed and capable of receiving and treating the permittee's sewage. Such facilities must be in accordance with the applicable municipal official plan adopted pursuant to Section 5 of the Pennsylvania Sewage Facilities Act, the Act of January 24, 1966, P.L. 1535 as amended. When such municipal sewerage facilities become available, the permittee shall provide for the conveyance of the sewage to these sewerage facilities, abandon the use of these approved facilities and notify DEP accordingly. This permit shall then, upon notice from DEP, terminate and become null and void and shall be relinquished to DEP.
- 8. 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.
- 9. 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.
- 10. The authority granted by this permit is subject to all effluent requirements, monitoring requirements and other conditions as set forth in NPDES Permit No. PA____ and all subsequent amendments and renewals. No discharge is authorized from these facilities unless approved by an NPDES Permit.

Construction

- 11. An Erosion and Sedimentation (E&S) Plan must be developed prior to construction of the permitted facility, pursuant to Title 25 Pa. Code Chapter 102, and implemented during and after the earth disturbance activity.
If the activity involves 5 or more acres of earth disturbance, or from 1 to 5 acres of earth disturbance with a point source discharge to surface waters of the Commonwealth, an NPDES permit for the Discharge of Stormwater Associated with Construction Activity is required.
In addition to the state NPDES permitting requirements, some municipalities, through local ordinances, require the E&S Control Plan to be reviewed and approved by the local County Conservation District office prior to construction. For specific information regarding E&S control planning approval and NPDES permitting requirements, please contact your local County Conservation District office.
- 12. The facilities shall be constructed under the supervision of a Pennsylvania registered Professional Engineer in

accordance with the approved reports, plans and specifications.

- 13. A Pennsylvania registered Professional Engineer shall certify that construction of the permitted facilities was completed in accordance with the application and design plans submitted to DEP, using "Post Construction Certification" (3800-PM-WSWM0179a). 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. If requested, "as-built" drawings, photographs (if available) and a description of any DEP-approved deviations from the application and design plans must be submitted to DEP within 30 days of certification.
- 14. 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.
- 15. 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

- 16. 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.
- 17. 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.
- 18. Stormwater from roofs, foundation drains, basement drains or other sources shall not be admitted directly to the sanitary sewers.
- 19. The approved sewers shall be maintained in good condition, kept free of deposits by flushing or other cleaning methods and repaired when necessary.
- 20. The sewerage facilities shall be properly operated and maintained to perform as designed.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. All connections to the approved sanitary sewers must be in accordance with the corrective action plan as contained in the approved Title 25 Pa. Code Chapter 94 Municipal Wasteload Management Annual Report.
- 26. 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.

**Sewerage Permit No. 4601414
Limerick Township Municipal Authority
Limerick Township, Montgomery County**

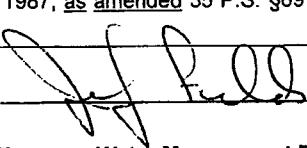
This permit is subject to the following Special Condition(s):

- I. Consistent with Department of Environmental Protection Policy, the Department did not conduct a detailed technical review of the application for this permit. The Department considers the registered professional engineer whose seal is affixed to the design documents, to be fully responsible for the adequacy of all aspects of the facility design.

Re 30 (GJE01)310-6A



WATER QUALITY MANAGEMENT PERMIT

A. PERMITTEE (Name and Address): Limerick Township 646 West Ridge Pike Limerick, PA 19468	CLIENT ID#: 94337	B. PRIMARY FACILITY (Name): King Road STP – Pump Station # 2
C. LOCATION (Municipality, County): Limerick Township Montgomery County		SITE ID#: 451122
D. This permit approves the transfer of sewerage facilities consisting of: Sewage Pumping Station.		
Pump Stations: <u>1</u> Design Capacity: <u>130</u> GPM Average Annual Flow: <u> </u> GPD	Manure Storage: Volume _____ MG Freeboard: _____ inches	Industrial Wastewater/Sewage Treatment Facility: Annual Average Flow: _____ MGD Design Hydraulic Capacity: _____ MGD Design Organic Capacity: _____ lb/day
E. APPROVAL GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING:		
<p>1. New Permits: All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit application dated _____, its supporting documentation, and addendums dated _____, which are hereby made a part of this permit.</p> <p>Amendments: All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit Amendment application dated _____ and its supporting documentation, and addendums dated _____, which are hereby made a part of this amendment.</p> <p>Except for any herein approved modifications, all terms, conditions, supporting documentation and addendums approved under Water Quality Management Permit No. _____ dated _____ shall remain in effect.</p> <p>Transfers: Water Quality Management Permit No. <u>4699415</u> dated <u>06/09/1999</u> and conditions, supporting documentation and addendums are also made part of this transfer.</p> <p>2. Permit Conditions Relating to sewerage are attached and made part of this permit.</p> <p>3. Special Conditions numbered _____ are attached and made part of this permit.</p>		
F. THE AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS:		
<p>1. If there is a conflict between the application or its supporting documents and amendments and the attached conditions, the attached conditions shall apply.</p> <p>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.</p> <p>3. This permit is issued pursuant to the Clean Streams Law Act of June 22, 1937, P.L. 1987, <u>as amended</u> 35 P.S. §691.1 et seq. Issuance of this permit shall not relieve the permittee of any responsibility under any other law.</p>		
<p>PERMIT ISSUED: February 10, 2009</p>		<p>BY: </p> <p>TITLE: <u>Water Management Program Manager</u></p>



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER SUPPLY AND WASTEWATER MANAGEMENT

PERMIT CONDITIONS RELATING TO SEWERAGE
For use in Water Quality Management Permits

(Place a in the box that applies)

General

- 1. Consistent with the Department of Environmental Protection's (DEP) technical guidance document *Conducting Technical Reviews of Water Quality Management Permit Wastewater Treatment Facilities* (DEP ID: 362-2000-007) available on DEP's website at www.dep.state.pa.us. DEP considers the registered 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. 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.
- 7. This permit authorizes the construction and operation of the proposed sewerage facilities until such time as facilities for conveyance and treatment at a more suitable location are installed and capable of receiving and treating the permittee's sewage. Such facilities must be in accordance with the applicable municipal official plan adopted pursuant to Section 5 of the Pennsylvania Sewage Facilities Act, the Act of January 24, 1966, P.L. 1535 as amended. When such municipal sewerage facilities become available, the permittee shall provide for the conveyance of the sewage to these sewerage facilities, abandon the use of these approved facilities and notify DEP accordingly. This permit shall then, upon notice from DEP, terminate and become null and void and shall be relinquished to DEP.
- 8. 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.
- 9. 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.
- 10. The authority granted by this permit is subject to all effluent requirements, monitoring requirements and other conditions as set forth in NPDES Permit No. PA _____ and all subsequent amendments and renewals. No discharge is authorized from these facilities unless approved by an NPDES Permit.

Construction

- 11. An Erosion and Sedimentation (E&S) Plan must be developed prior to construction of the permitted facility, pursuant to Title 25 Pa. Code Chapter 102, and implemented during and after the earth disturbance activity.

If the activity involves 5 or more acres of earth disturbance, or from 1 to 5 acres of earth disturbance with a point source discharge to surface waters of the Commonwealth, an NPDES permit for the Discharge of Stormwater Associated with Construction Activity is required.

In addition to the state NPDES permitting requirements, some municipalities, through local ordinances, require the E&S Control Plan to be reviewed and approved by the local County Conservation District office prior to construction. For specific information regarding E&S control planning approval and NPDES permitting requirements, please contact your local County Conservation District office.

- 12. The facilities shall be constructed under the supervision of a Pennsylvania registered Professional Engineer in

accordance with the approved reports, plans and specifications.

- 13. A Pennsylvania registered Professional Engineer shall certify that construction of the permitted facilities was completed in accordance with the application and design plans submitted to DEP, using "Post Construction Certification" (3800-PM-WSWM0179a). 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. If requested, "as-built" drawings, photographs (if available) and a description of any DEP-approved deviations from the application and design plans must be submitted to DEP within 30 days of certification.
- 14. 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.
- 15. 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

- 16. 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.
- 17. 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.
- 18. Stormwater from roofs, foundation drains, basement drains or other sources shall not be admitted directly to the sanitary sewers.
- 19. The approved sewers shall be maintained in good condition, kept free of deposits by flushing or other cleaning methods and repaired when necessary.
- 20. The sewerage facilities shall be properly operated and maintained to perform as designed.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. All connections to the approved sanitary sewers must be in accordance with the corrective action plan as contained in the approved Title 25 Pa. Code Chapter 94 Municipal Wasteload Management Annual Report.
- 26. 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.

Re 30 (WP)



WATER QUALITY MANAGEMENT PERMIT

<p>A. PERMITTEE (Name and Address): Limerick Township 646 West Ridge Pike Limerick, PA 19468</p>	<p>CLIENT ID#: 94337</p>	<p>B. PRIMARY FACILITY (Name): King Road STP –Ridge Pike Pump Station <i>410</i></p>
<p>C. LOCATION (Municipality, County): Limerick Township Montgomery County</p>		<p>SITE ID#: 451122</p>
<p>D. This permit approves the transfer of sewerage facilities consisting of: Sewage pumping station.</p>		
<p>Pump Stations: <u>1</u> Design Capacity: <u>180</u> GPM Average Annual Flow: <u> </u> GPD</p>	<p>Manure Storage: Volume _____ MG Freeboard: _____ inches</p>	<p>Industrial Wastewater/Sewage Treatment Facility: Annual Average Flow: _____ MGD Design Hydraulic Capacity: _____ MGD Design Organic Capacity: _____ lb/day</p>
<p>E. APPROVAL GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING:</p>		
<p>1. New Permits: All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit application dated <u> </u>, its supporting documentation, and addendums dated <u> </u>, which are hereby made a part of this permit.</p>		
<p>Amendments: All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit Amendment application dated <u> </u> and its supporting documentation, and addendums dated <u> </u>, which are hereby made a part of this amendment.</p>		
<p>Except for any herein approved modifications, all terms, conditions, supporting documentation and addendums approved under Water Quality Management Permit No. <u> </u> dated <u> </u> shall remain in effect.</p>		
<p>Transfers: Water Quality Management Permit No. <u>4697417</u> dated <u>11/06/1997</u> and conditions, supporting documentation and addendums are also made part of this transfer.</p>		
<p>2. Permit Conditions Relating to sewerage are attached and made part of this permit.</p>		
<p>3. Special Conditions numbered <u> </u> are attached and made part of this permit.</p>		
<p>F. THE AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS:</p>		
<p>1. If there is a conflict between the application or its supporting documents and amendments and the attached conditions, the attached conditions shall apply.</p>		
<p>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.</p>		
<p>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.</p>		
<p>PERMIT ISSUED: February 10, 2009</p>		<p>BY: <u><i>Jeff Pels</i></u></p>
<p>TITLE: <u>Water Management Program Manager</u></p>		



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER SUPPLY AND WASTEWATER MANAGEMENT

PERMIT CONDITIONS RELATING TO SEWERAGE

For use in Water Quality Management Permits

(Place a √ in the box that applies)

General

- 1. Consistent with the Department of Environmental Protection's (DEP) technical guidance document *Conducting Technical Reviews of Water Quality Management Permit Wastewater Treatment Facilities* (DEP ID: 362-2000-007) available on DEP's website at www.dep.state.pa.us. DEP considers the registered 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. 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.
- 7. This permit authorizes the construction and operation of the proposed sewerage facilities until such time as facilities for conveyance and treatment at a more suitable location are installed and capable of receiving and treating the permittee's sewage. Such facilities must be in accordance with the applicable municipal official plan adopted pursuant to Section 5 of the Pennsylvania Sewage Facilities Act, the Act of January 24, 1966, P.L. 1535 as amended. When such municipal sewerage facilities become available, the permittee shall provide for the conveyance of the sewage to these sewerage facilities, abandon the use of these approved facilities and notify DEP accordingly. This permit shall then, upon notice from DEP, terminate and become null and void and shall be relinquished to DEP.
- 8. 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.
- 9. 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.
- 10. The authority granted by this permit is subject to all effluent requirements, monitoring requirements and other conditions as set forth in NPDES Permit No. PA_____ and all subsequent amendments and renewals. No discharge is authorized from these facilities unless approved by an NPDES Permit.

Construction

- 11. An Erosion and Sedimentation (E&S) Plan must be developed prior to construction of the permitted facility, pursuant to Title 25 Pa. Code Chapter 102, and implemented during and after the earth disturbance activity.

If the activity involves 5 or more acres of earth disturbance, or from 1 to 5 acres of earth disturbance with a point source discharge to surface waters of the Commonwealth, an NPDES permit for the Discharge of Stormwater Associated with Construction Activity is required.

In addition to the state NPDES permitting requirements, some municipalities, through local ordinances, require the E&S Control Plan to be reviewed and approved by the local County Conservation District office prior to construction. For specific information regarding E&S control planning approval and NPDES permitting requirements, please contact your local County Conservation District office.

- 12. The facilities shall be constructed under the supervision of a Pennsylvania registered Professional Engineer in

Conditions Sewerage

accordance with the approved reports, plans and specifications.

- 13. A Pennsylvania registered Professional Engineer shall certify that construction of the permitted facilities was completed in accordance with the application and design plans submitted to DEP, using "Post Construction Certification" (3800-PM-WSWM0179a). 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. If requested, "as-built" drawings, photographs (if available) and a description of any DEP-approved deviations from the application and design plans must be submitted to DEP within 30 days of certification.
- 14. 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.
- 15. 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

- 16. 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.
- 17. 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.
- 18. Stormwater from roofs, foundation drains, basement drains or other sources shall not be admitted directly to the sanitary sewers.
- 19. The approved sewers shall be maintained in good condition, kept free of deposits by flushing or other cleaning methods and repaired when necessary.
- 20. The sewerage facilities shall be properly operated and maintained to perform as designed.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. All connections to the approved sanitary sewers must be in accordance with the corrective action plan as contained in the approved Title 25 Pa. Code Chapter 94 Municipal Wasteload Management Annual Report.
- 26. 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.



WATER QUALITY MANAGEMENT PERMIT

A. PERMITTEE (Name and Address): Limerick Township 646 West Ridge Pike Limerick, PA 19468	CLIENT ID#: 94337	B. PRIMARY FACILITY (Name): Limerick Township WWTP – Winnie Tract Subdivision Pump Station # 11
C. LOCATION (Municipality, County): Limerick Township Montgomery County		SITE ID#: 461379
D. This permit approves the transfer of sewerage facilities consisting of: Sewage pumping station.		
Pump Stations: <u>1</u> Design Capacity: <u>90</u> GPM Average Annual Flow: _____ GPD	Manure Storage: Volume _____ MG Freeboard: _____ inches	Industrial Wastewater/Sewage Treatment Facility: Annual Average Flow: _____ MGD Design Hydraulic Capacity: _____ MGD Design Organic Capacity: _____ lb/day
E. APPROVAL GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING:		
1. New Permits: All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit application dated _____, its supporting documentation, and addendums dated _____, which are hereby made a part of this permit.		
Amendments: All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit Amendment application dated _____ and its supporting documentation, and addendums dated _____, which are hereby made a part of this amendment.		
Except for any herein approved modifications, all terms, conditions, supporting documentation and addendums approved under Water Quality Management Permit No. _____ dated _____ shall remain in effect.		
Transfers: Water Quality Management Permit No. <u>4697405</u> dated <u>09/15/1997</u> and conditions, supporting documentation and addendums are also made part of this transfer.		
2. Permit Conditions Relating to sewerage are attached and made part of this permit.		
3. Special Conditions numbered _____ 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: February 10, 2009		
BY: <u>Jeff Fields</u>		
TITLE: Water Management Program Manager		



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER SUPPLY AND WASTEWATER MANAGEMENT

PERMIT CONDITIONS RELATING TO SEWERAGE
For use in Water Quality Management Permits

(Place a √ in the box that applies)

General

- 1. Consistent with the Department of Environmental Protection's (DEP) technical guidance document *Conducting Technical Reviews of Water Quality Management Permit Wastewater Treatment Facilities* (DEP ID: 362-2000-007) available on DEP's website at www.dep.state.pa.us. DEP considers the registered 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. 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.
- 7. This permit authorizes the construction and operation of the proposed sewerage facilities until such time as facilities for conveyance and treatment at a more suitable location are installed and capable of receiving and treating the permittee's sewage. Such facilities must be in accordance with the applicable municipal official plan adopted pursuant to Section 5 of the Pennsylvania Sewage Facilities Act, the Act of January 24, 1966, P.L. 1535 as amended. When such municipal sewerage facilities become available, the permittee shall provide for the conveyance of the sewage to these sewerage facilities, abandon the use of these approved facilities and notify DEP accordingly. This permit shall then, upon notice from DEP, terminate and become null and void and shall be relinquished to DEP.
- 8. 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.
- 9. 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.
- 10. The authority granted by this permit is subject to all effluent requirements, monitoring requirements and other conditions as set forth in NPDES Permit No. PA_____ and all subsequent amendments and renewals. No discharge is authorized from these facilities unless approved by an NPDES Permit.

Construction

- 11. An Erosion and Sedimentation (E&S) Plan must be developed prior to construction of the permitted facility, pursuant to Title 25 Pa. Code Chapter 102, and implemented during and after the earth disturbance activity.
If the activity involves 5 or more acres of earth disturbance, or from 1 to 5 acres of earth disturbance with a point source discharge to surface waters of the Commonwealth, an NPDES permit for the Discharge of Stormwater Associated with Construction Activity is required.
In addition to the state NPDES permitting requirements, some municipalities, through local ordinances, require the E&S Control Plan to be reviewed and approved by the local County Conservation District office prior to construction. For specific information regarding E&S control planning approval and NPDES permitting requirements, please contact your local County Conservation District office.
- 12. The facilities shall be constructed under the supervision of a Pennsylvania registered Professional Engineer in

accordance with the approved reports, plans and specifications.

- 13. A Pennsylvania registered Professional Engineer shall certify that construction of the permitted facilities was completed in accordance with the application and design plans submitted to DEP, using "Post Construction Certification" (3800-PM-WSWM0179a). 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. If requested, "as-built" drawings, photographs (if available) and a description of any DEP-approved deviations from the application and design plans must be submitted to DEP within 30 days of certification.
- 14. 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.
- 15. 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

- 16. 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.
- 17. 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.
- 18. Stormwater from roofs, foundation drains, basement drains or other sources shall not be admitted directly to the sanitary sewers.
- 19. The approved sewers shall be maintained in good condition, kept free of deposits by flushing or other cleaning methods and repaired when necessary.
- 20. The sewerage facilities shall be properly operated and maintained to perform as designed.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. All connections to the approved sanitary sewers must be in accordance with the corrective action plan as contained in the approved Title 25 Pa. Code Chapter 94 Municipal Wasteload Management Annual Report.
- 26. 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.

Re 30 (WP)



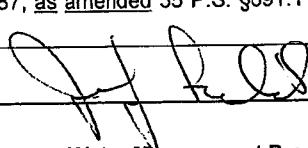
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER SUPPLY AND WASTEWATER MANAGEMENT

PERMIT NO. 4699412

AMENDMENT NO. _____

APS ID 662168AUTH ID 751628

**WATER QUALITY MANAGEMENT
PERMIT**

A. PERMITTEE (Name and Address): Limerick Township 646 West Ridge Pike Limerick, PA 19468	CLIENT ID#: 94337	B. PRIMARY FACILITY (Name): King Road STP – Pump Stations # 12, 13 & 14
C. LOCATION (Municipality, County): Limerick Township Montgomery County		SITE ID#: <u>451122</u>
D. This permit approves the transfer of sewerage facilities consisting of: Sewage Pumping Station.		
Pump Stations: <u>3</u> Design Capacity: <u>94, 27.5, 103</u> GPM Average Annual Flow: _____ GPD	Manure Storage: Volume _____ MG Freeboard: _____ inches	Industrial Wastewater/Sewage Treatment Facility: Annual Average Flow: _____ MGD Design Hydraulic Capacity: _____ MGD Design Organic Capacity: _____ lb/day
E. APPROVAL GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING:		
<p>1. New Permits: All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit application dated _____, its supporting documentation, and addendums dated _____, which are hereby made a part of this permit.</p> <p>Amendments: All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit Amendment application dated _____ and its supporting documentation, and addendums dated _____, which are hereby made a part of this amendment.</p> <p>Except for any herein approved modifications, all terms, conditions, supporting documentation and addendums approved under Water Quality Management Permit No. _____ dated _____ shall remain in effect.</p> <p>Transfers: Water Quality Management Permit No. <u>4699412</u> dated <u>05/05/1999</u> and conditions, supporting documentation and addendums are also made part of this transfer.</p> <p>2. Permit Conditions Relating to sewerage are attached and made part of this permit.</p> <p>3. Special Conditions numbered _____ are attached and made part of this permit.</p>		
F. THE AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS:		
<p>1. If there is a conflict between the application or its supporting documents and amendments and the attached conditions, the attached conditions shall apply.</p> <p>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.</p> <p>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.</p>		
<p>PERMIT ISSUED:</p> <p><u>February 10, 2009</u></p> <p>BY: </p> <p>TITLE: <u>Water Management Program Manager</u></p>		



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER SUPPLY AND WASTEWATER MANAGEMENT

PERMIT CONDITIONS RELATING TO SEWERAGE

For use in Water Quality Management Permits

(Place a √ in the box that applies)

General

- 1. Consistent with the Department of Environmental Protection's (DEP) technical guidance document *Conducting Technical Reviews of Water Quality Management Permit Wastewater Treatment Facilities* (DEP ID: 362-2000-007) available on DEP's website at www.dep.state.pa.us. DEP considers the registered Professional Engineer whose seal is affixed to the design documents to be fully responsible for the adequacy of all aspects of the facility design.
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- 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.
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- 12. The facilities shall be constructed under the supervision of a Pennsylvania registered Professional Engineer in

accordance with the approved reports, plans and specifications.

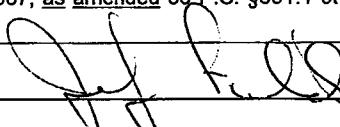
- 13. A Pennsylvania registered Professional Engineer shall certify that construction of the permitted facilities was completed in accordance with the application and design plans submitted to DEP, using "Post Construction Certification" (3800-PM-WSWM0179a). It is the permittee's responsibility to ensure 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. If requested, "as-built" drawings, photographs (if available) and a description of any DEP-approved deviations from the application and design plans must be submitted to DEP within 30 days of certification.
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Operation and Maintenance

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- 18. Stormwater from roofs, foundation drains, basement drains or other sources shall not be admitted directly to the sanitary sewers.
- 19. The approved sewers shall be maintained in good condition, kept free of deposits by flushing or other cleaning methods and repaired when necessary.
- 20. The sewerage facilities shall be properly operated and maintained to perform as designed.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. All connections to the approved sanitary sewers must be in accordance with the corrective action plan as contained in the approved Title 25 Pa. Code Chapter 94 Municipal Wasteload Management Annual Report.
- 26. 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.



WATER QUALITY MANAGEMENT PERMIT

A. PERMITTEE (Name and Address): Limerick Township 646 West Ridge Pike Limerick, PA 19468	CLIENT ID#: 94337	B. PRIMARY FACILITY (Name): King Road STP – Landis Brooke Pump Station #15
C. LOCATION (Municipality, County): Limerick Township Montgomery County		SITE ID#: 451122
D. This permit approves the transfer of sewerage facilities consisting of: Sewage Pumping Station.		
Pump Stations: <u>1</u> Design Capacity: <u>33</u> GPM Average Annual Flow: <u> </u> GPD	Manure Storage: Volume <u> </u> MG Freeboard: <u> </u> inches	Industrial Wastewater/Sewage Treatment Facility: Annual Average Flow: <u> </u> MGD Design Hydraulic Capacity: <u> </u> MGD Design Organic Capacity: <u> </u> lb/day
E. APPROVAL GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING:		
<p>1. New Permits: All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit application dated <u> </u>, its supporting documentation, and addendums dated <u> </u>, which are hereby made a part of this permit.</p> <p>Amendments: All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit Amendment application dated <u> </u> and its supporting documentation, and addendums dated <u> </u>, which are hereby made a part of this amendment.</p> <p>Except for any herein approved modifications, all terms, conditions, supporting documentation and addendums approved under Water Quality Management Permit No. <u> </u> dated <u> </u> shall remain in effect.</p> <p>Transfers: Water Quality Management Permit No. <u>4601407</u> dated <u>09/14/2001</u> and conditions, supporting documentation and addendums are also made part of this transfer.</p> <p>2. Permit Conditions Relating to sewerage are attached and made part of this permit.</p> <p>3. Special Conditions numbered <u> </u> are attached and made part of this permit.</p>		
F. THE AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS:		
<p>1. If there is a conflict between the application or its supporting documents and amendments and the attached conditions, the attached conditions shall apply.</p> <p>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.</p> <p>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.</p>		
<p>PERMIT ISSUED:</p> <p style="text-align: center;"><u>February 10, 2009</u></p> <p>BY: </p> <p>TITLE: <u>Water Management Program Manager</u></p>		



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER SUPPLY AND WASTEWATER MANAGEMENT

PERMIT CONDITIONS RELATING TO SEWERAGE
For use in Water Quality Management Permits

(Place a √ in the box that applies)

General

- 1. Consistent with the Department of Environmental Protection's (DEP) technical guidance document *Conducting Technical Reviews of Water Quality Management Permit Wastewater Treatment Facilities* (DEP ID: 362-2000-007) available on DEP's website at www.dep.state.pa.us. DEP considers the registered 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. 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.
- 7. This permit authorizes the construction and operation of the proposed sewerage facilities until such time as facilities for conveyance and treatment at a more suitable location are installed and capable of receiving and treating the permittee's sewage. Such facilities must be in accordance with the applicable municipal official plan adopted pursuant to Section 5 of the Pennsylvania Sewage Facilities Act, the Act of January 24, 1966, P.L. 1535 as amended. When such municipal sewerage facilities become available, the permittee shall provide for the conveyance of the sewage to these sewerage facilities, abandon the use of these approved facilities and notify DEP accordingly. This permit shall then, upon notice from DEP, terminate and become null and void and shall be relinquished to DEP.
- 8. 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.
- 9. 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.
- 10. The authority granted by this permit is subject to all effluent requirements, monitoring requirements and other conditions as set forth in NPDES Permit No. PA_____ and all subsequent amendments and renewals. No discharge is authorized from these facilities unless approved by an NPDES Permit.

Construction

- 11. An Erosion and Sedimentation (E&S) Plan must be developed prior to construction of the permitted facility, pursuant to Title 25 Pa. Code Chapter 102, and implemented during and after the earth disturbance activity.
If the activity involves 5 or more acres of earth disturbance, or from 1 to 5 acres of earth disturbance with a point source discharge to surface waters of the Commonwealth, an NPDES permit for the Discharge of Stormwater Associated with Construction Activity is required.
In addition to the state NPDES permitting requirements, some municipalities, through local ordinances, require the E&S Control Plan to be reviewed and approved by the local County Conservation District office prior to construction. For specific information regarding E&S control planning approval and NPDES permitting requirements, please contact your local County Conservation District office.
- 12. The facilities shall be constructed under the supervision of a Pennsylvania registered Professional Engineer in

accordance with the approved reports, plans and specifications.

- 13. A Pennsylvania registered Professional Engineer shall certify that construction of the permitted facilities was completed in accordance with the application and design plans submitted to DEP, using "Post Construction Certification" (3800-PM-WSWM0179a). 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. If requested, "as-built" drawings, photographs (if available) and a description of any DEP-approved deviations from the application and design plans must be submitted to DEP within 30 days of certification.
- 14. 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.
- 15. 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.

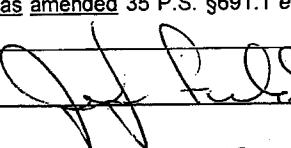
Operation and Maintenance

- 16. 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.
- 17. 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.
- 18. Stormwater from roofs, foundation drains, basement drains or other sources shall not be admitted directly to the sanitary sewers.
- 19. The approved sewers shall be maintained in good condition, kept free of deposits by flushing or other cleaning methods and repaired when necessary.
- 20. The sewerage facilities shall be properly operated and maintained to perform as designed.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. All connections to the approved sanitary sewers must be in accordance with the corrective action plan as contained in the approved Title 25 Pa. Code Chapter 94 Municipal Wasteload Management Annual Report.
- 26. 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.

Re 30 (WP)



WATER QUALITY MANAGEMENT PERMIT

A. PERMITTEE (Name and Address): Limerick Township 646 West Ridge Pike Limerick, PA 19468	CLIENT ID#: 94337	B. PRIMARY FACILITY (Name): King Road WWTP – Springfield Estates Pump Station # 19
C. LOCATION (Municipality, County): Limerick Township Montgomery County		SITE ID#: 451122
D. This permit approves the transfer of sewerage facilities consisting of: Sewage pumping station.		
Pump Stations: <u>1</u> Design Capacity: <u>96</u> GPM Average Annual Flow: <u> </u> GPD	Manure Storage: Volume <u> </u> MG Freeboard: <u> </u> inches	Industrial Wastewater/Sewage Treatment Facility: Annual Average Flow: <u> </u> MGD Design Hydraulic Capacity: <u> </u> MGD Design Organic Capacity: <u> </u> lb/day
E. APPROVAL GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING:		
1. New Permits: All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit application dated _____, its supporting documentation, and addendums dated _____, which are hereby made a part of this permit.		
Amendments: All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit Amendment application dated _____ and its supporting documentation, and addendums dated _____, which are hereby made a part of this amendment.		
Except for any herein approved modifications, all terms, conditions, supporting documentation and addendums approved under Water Quality Management Permit No. _____ dated _____ shall remain in effect.		
Transfers: Water Quality Management Permit No. <u>4605412</u> dated <u>12/15/2005</u> and conditions, supporting documentation and addendums are also made part of this transfer.		
2. Permit Conditions Relating to sewerage are attached and made part of this permit.		
3. Special Conditions numbered _____ 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: <u>February 10, 2009</u>		BY: 
		TITLE: <u>Water Management Program Manager</u>



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER SUPPLY AND WASTEWATER MANAGEMENT

PERMIT CONDITIONS RELATING TO SEWERAGE

For use in Water Quality Management Permits

(Place a √ in the box that applies)

General

- 1. Consistent with the Department of Environmental Protection's (DEP) technical guidance document *Conducting Technical Reviews of Water Quality Management Permit Wastewater Treatment Facilities* (DEP ID: 362-2000-007) available on DEP's website at www.dep.state.pa.us. DEP considers the registered 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. 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.
- 7. This permit authorizes the construction and operation of the proposed sewerage facilities until such time as facilities for conveyance and treatment at a more suitable location are installed and capable of receiving and treating the permittee's sewage. Such facilities must be in accordance with the applicable municipal official plan adopted pursuant to Section 5 of the Pennsylvania Sewage Facilities Act, the Act of January 24, 1966, P.L. 1535 as amended. When such municipal sewerage facilities become available, the permittee shall provide for the conveyance of the sewage to these sewerage facilities, abandon the use of these approved facilities and notify DEP accordingly. This permit shall then, upon notice from DEP, terminate and become null and void and shall be relinquished to DEP.
- 8. 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.
- 9. 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.
- 10. The authority granted by this permit is subject to all effluent requirements, monitoring requirements and other conditions as set forth in NPDES Permit No. PA____ and all subsequent amendments and renewals. No discharge is authorized from these facilities unless approved by an NPDES Permit.

Construction

- 11. An Erosion and Sedimentation (E&S) Plan must be developed prior to construction of the permitted facility, pursuant to Title 25 Pa. Code Chapter 102, and implemented during and after the earth disturbance activity.
If the activity involves 5 or more acres of earth disturbance, or from 1 to 5 acres of earth disturbance with a point source discharge to surface waters of the Commonwealth, an NPDES permit for the Discharge of Stormwater Associated with Construction Activity is required.
In addition to the state NPDES permitting requirements, some municipalities, through local ordinances, require the E&S Control Plan to be reviewed and approved by the local County Conservation District office prior to construction. For specific information regarding E&S control planning approval and NPDES permitting requirements, please contact your local County Conservation District office.
- 12. The facilities shall be constructed under the supervision of a Pennsylvania registered Professional Engineer in

accordance with the approved reports, plans and specifications.

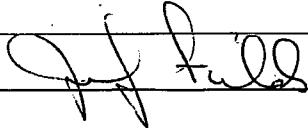
- 13. A Pennsylvania registered Professional Engineer shall certify that construction of the permitted facilities was completed in accordance with the application and design plans submitted to DEP, using "Post Construction Certification" (3800-PM-WSWM0179a). It is the permittee's responsibility to ensure 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. If requested, "as-built" drawings, photographs (if available) and a description of any DEP-approved deviations from the application and design plans must be submitted to DEP within 30 days of certification.
- 14. 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.
- 15. 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

- 16. 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.
- 17. 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.
- 18. Stormwater from roofs, foundation drains, basement drains or other sources shall not be admitted directly to the sanitary sewers.
- 19. The approved sewers shall be maintained in good condition, kept free of deposits by flushing or other cleaning methods and repaired when necessary.
- 20. The sewerage facilities shall be properly operated and maintained to perform as designed.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. All connections to the approved sanitary sewers must be in accordance with the corrective action plan as contained in the approved Title 25 Pa. Code Chapter 94 Municipal Wasteload Management Annual Report.
- 26. 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.



WATER QUALITY MANAGEMENT PERMIT

A. PERMITTEE (Name and Address): Limerick Township 646 West Ridge Pike Limerick, PA 19468	CLIENT ID#: 94337	B. PRIMARY FACILITY (Name): King Road WWTP – Graterford Road Sewer System
C. LOCATION (Municipality, County): Limerick Township Montgomery County		SITE ID#: 451122
D. This permit approves the transfer of sewerage facilities consisting of: Sewage conveyance system.		
Pump Stations: _____ Design Capacity: _____ GPM Average Annual Flow: _____ GPD	Manure Storage: Volume _____ MG Freeboard: _____ inches	Industrial Wastewater/Sewage Treatment Facility: Annual Average Flow: _____ MGD Design Hydraulic Capacity: _____ MGD Design Organic Capacity: _____ lb/day
E. APPROVAL GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING:		
<p>1. New Permits: All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit application dated _____, its supporting documentation, and addendums dated _____, which are hereby made a part of this permit.</p> <p>Amendments: All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit Amendment application dated _____ and its supporting documentation, and addendums dated _____, which are hereby made a part of this amendment.</p> <p>Except for any herein approved modifications, all terms, conditions, supporting documentation and addendums approved under Water Quality Management Permit No. _____ dated _____ shall remain in effect.</p> <p>Transfers: Water Quality Management Permit No. <u>WQG02460514</u> dated <u>02/17/2006</u> and conditions, supporting documentation and addendums are also made part of this transfer.</p> <p>2. Permit Conditions Relating to sewerage are attached and made part of this permit.</p> <p>3. Special Conditions numbered _____ are attached and made part of this permit.</p>		
F. THE AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS:		
<p>1. If there is a conflict between the application or its supporting documents and amendments and the attached conditions, the attached conditions shall apply.</p> <p>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.</p> <p>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.</p>		
PERMIT ISSUED: February 10, 2009		BY: 
TITLE: <u>Water Management Program Manager</u>		



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER SUPPLY AND WASTEWATER MANAGEMENT

PERMIT CONDITIONS RELATING TO SEWERAGE
For use in Water Quality Management Permits

(Place a √ in the box that applies)

General

- 1. Consistent with the Department of Environmental Protection's (DEP) technical guidance document *Conducting Technical Reviews of Water Quality Management Permit Wastewater Treatment Facilities* (DEP ID: 362-2000-007) available on DEP's website at www.dep.state.pa.us. DEP considers the registered 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. 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.
- 7. This permit authorizes the construction and operation of the proposed sewerage facilities until such time as facilities for conveyance and treatment at a more suitable location are installed and capable of receiving and treating the permittee's sewage. Such facilities must be in accordance with the applicable municipal official plan adopted pursuant to Section 5 of the Pennsylvania Sewage Facilities Act, the Act of January 24, 1966, P.L. 1535 as amended. When such municipal sewerage facilities become available, the permittee shall provide for the conveyance of the sewage to these sewerage facilities, abandon the use of these approved facilities and notify DEP accordingly. This permit shall then, upon notice from DEP, terminate and become null and void and shall be relinquished to DEP.
- 8. 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.
- 9. 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.
- 10. The authority granted by this permit is subject to all effluent requirements, monitoring requirements and other conditions as set forth in NPDES Permit No. PA_____ and all subsequent amendments and renewals. No discharge is authorized from these facilities unless approved by an NPDES Permit.

Construction

- 11. An Erosion and Sedimentation (E&S) Plan must be developed prior to construction of the permitted facility, pursuant to Title 25 Pa. Code Chapter 102, and implemented during and after the earth disturbance activity.
If the activity involves 5 or more acres of earth disturbance, or from 1 to 5 acres of earth disturbance with a point source discharge to surface waters of the Commonwealth, an NPDES permit for the Discharge of Stormwater Associated with Construction Activity is required.
In addition to the state NPDES permitting requirements, some municipalities, through local ordinances, require the E&S Control Plan to be reviewed and approved by the local County Conservation District office prior to construction. For specific information regarding E&S control planning approval and NPDES permitting requirements, please contact your local County Conservation District office.
- 12. The facilities shall be constructed under the supervision of a Pennsylvania registered Professional Engineer in

accordance with the approved reports, plans and specifications.

- 13. A Pennsylvania registered Professional Engineer shall certify that construction of the permitted facilities was completed in accordance with the application and design plans submitted to DEP, using "Post Construction Certification" (3800-PM-WSWM0179a). 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. If requested, "as-built" drawings, photographs (if available) and a description of any DEP-approved deviations from the application and design plans must be submitted to DEP within 30 days of certification.
- 14. 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.
- 15. 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

- 16. 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.
- 17. 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.
- 18. Stormwater from roofs, foundation drains, basement drains or other sources shall not be admitted directly to the sanitary sewers.
- 19. The approved sewers shall be maintained in good condition, kept free of deposits by flushing or other cleaning methods and repaired when necessary.
- 20. The sewerage facilities shall be properly operated and maintained to perform as designed.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. All connections to the approved sanitary sewers must be in accordance with the corrective action plan as contained in the approved Title 25 Pa. Code Chapter 94 Municipal Wasteload Management Annual Report.
- 26. 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.

Re 30 (WP)



LIMERICK TOWNSHIP SEWERAGE FACILITIES ENGINEERING ASSESSMENT AND ORIGINAL COST

*Various Locations
Limerick Township
Montgomery County, PA*

Prepared for:

Limerick Township
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A handwritten signature in blue ink, appearing to read "Frank A. Ciuffo".

Frank A. Ciuffo, PE
Senior Engineer

LMRK 1352

A handwritten signature in blue ink, appearing to read "Khaled R. Hassan".

Khaled R. Hassan, PE
Associate Vice President

February 17, 2017
Revised: February 24, 2017
Revised: April 3, 2017

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4.3 – PUMP STATIONS

Pump Station #1 - AKA Airport Road Pump Station

Facility Description (see attached Information Sheet)

Pump Station #1 is located at 100 Jones Blvd and is equipped with Two (2) explosion proof 240-GPM Hydromatic submersible pumps. Wastewater is discharged through a 2420 foot, six (6) inch PVC force main that ties into the existing sewage collection system at Manhole BE46D located on Limerick Center Road. The line crosses Brooke Evans Creek and runs along Mulberry Drive to Limerick Center Road. The pump station was installed in 1992.

The pump wet well is a precast concrete unit (6 ft. round) with one 43" x 52" aluminum hatchway. The control panel is manufactured by Hydromatic. The pump system has a separate precast concrete valve box with a 3' x 3' aluminum hatchway. There are two CLOW 4" check valves and two 4" CLOW gate valves installed in 1992. The influent line to the wet well contains a Muffin Monster grinder which is hydraulically operated via a 5 HP unit located in the Generator Building.

The Generator Building (15' x 13') is constructed of concrete blocks with a brick façade and an asphalt shingle roof. The building contains fluorescent lighting and a steel double door.

The Generator is an ONAN/Cummins 50 KW diesel operated unit with an integral 200 gal diesel tank. The Automatic Transfer Switch (ATS) is manufactured by ONAN.

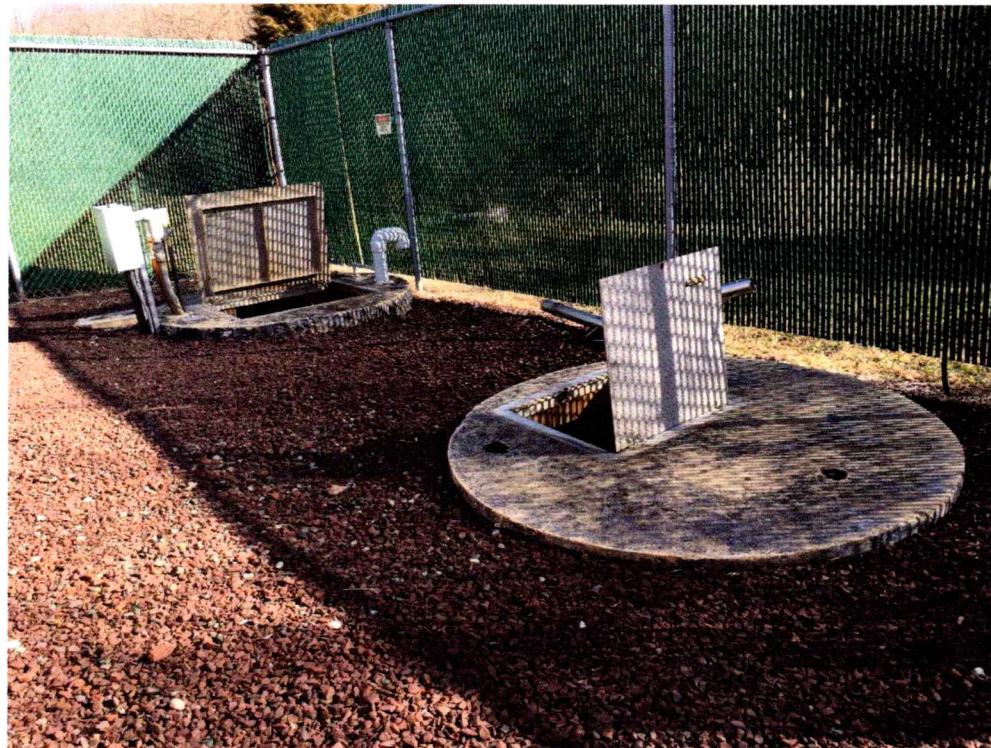
The entire property is surrounded by a 35' by 37' chain link fence with two double gates. The facility previously utilized a hydrogen peroxide dosing system, which is now abandoned. The system contained 500 gallon polyethylene tank, and dosing metering pump.

Property Condition

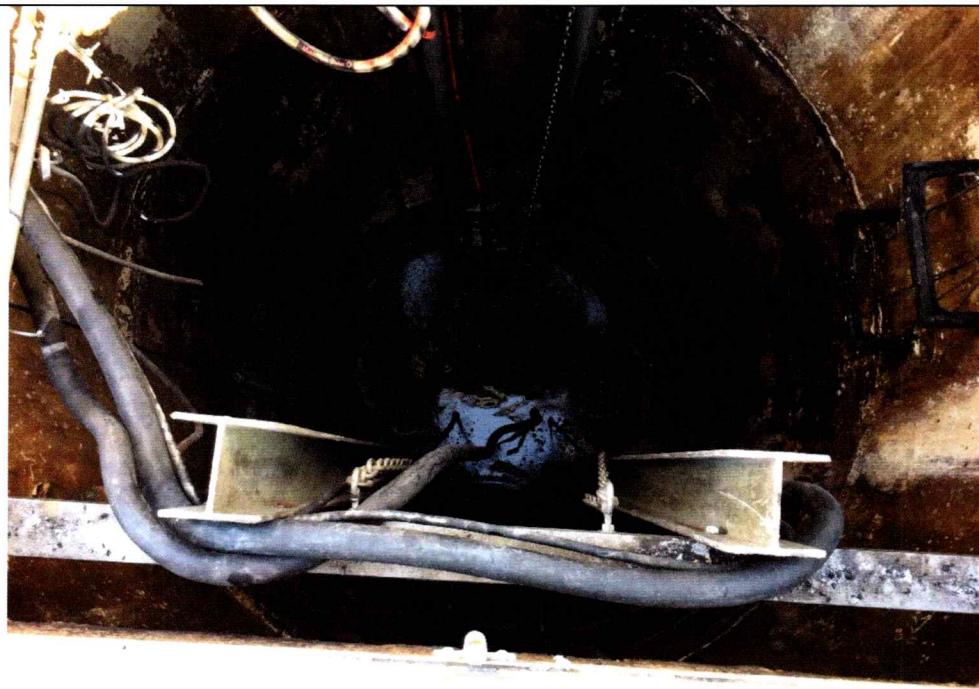
The Generator is serviced on a regular basis and operates satisfactorily. The building is in very good condition, the roof is in good condition and all HVAC systems work satisfactorily.

Facility Construction Cost – Pump Station 1

<u>Year</u>	<u>Cost</u>	<u>Description</u>	<u>Source</u>
1992	\$329,215.00	Initial facility cost including pump station, building, generator, forcemain, valve chamber, surge chamber, fencing, paving, etc.	Escrow Agreement
2016	\$3,250	Omni System Crystal Ball	Depreciated Asset List



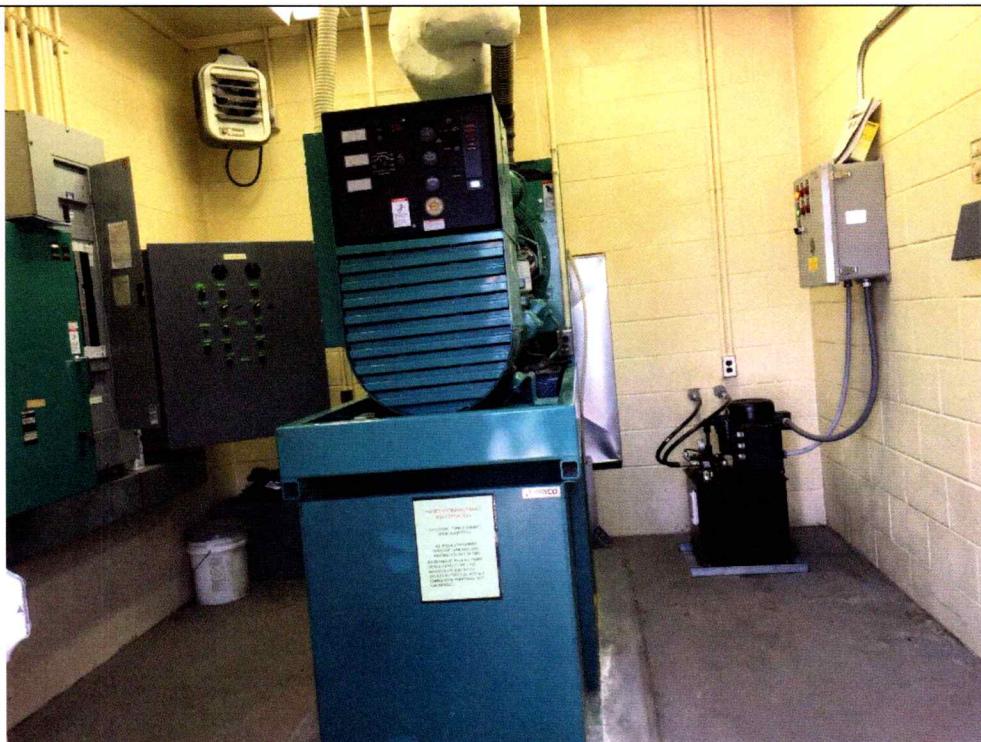
1 Pump Station #1 – Wet Well and valve chamber



2 Pump Station #1 – Wet Well Interior.



3 Pump Station #1 – Building Exterior.



4 Pump Station #1 – Building Interior.

Pump Station #1 Information Sheet

PUMP STATION #1					
CODE	SUBCODE	PUMP STATION	DESCRIPTION	YEAR INSTALLED	COMMENTS
371.3		Pump Manufacturer	Hydromatic	1992	
		Pump Model Number	S4LVX1500BC		
		Type	submersible		
		Pump GPM	240		
		Pump TDH Ft.	82		
		Pump Size	4 inch		
		Motor HP	15		
		Motor Voltage	230		
370.3		Wet Well Size	6 ft. round		
370.3		Hatchway	43"x52" Alum		
371.3		Pump Control	floats		OMNI - Crystal Ball
371.3		<u>CONTROL PANEL</u>			
		Manufacturer	Hydromatic		
		Model/serial number	620411-826		
371		<u>GRINDER</u>			
		manuf./model	Muffin Monster	1992	hydraulic
		HP	5 HP		
371		<u>CRAIN/HOIST</u>			
		Manuf./model	Portable Davit		
360		<u>VALVES</u>	precast concrete		3'x3' alum hatch
		Type/Manf./size/#	check/ 4" (2)		CLOW
			gate/ 4" (2)		CLOW
355		<u>GENERATOR</u>			
		Manufacturer	ONAN/Cummins	1992	
		Generator KW	50		
		Generator HP	86		
		Fuel Tank (Gals)	200		
355		ATS (manf/model #)	ONAN 150G		
360		<u>FORCE MAIN</u>			
		Force Main Size	6 inch	1992	
		Force Main Mat.	PVC		
		Length in Feet	2420		
354.2		<u>BUILDING</u>			
		SIZE	15'x13'	1992	
		Main Structure Material	concrete block, brick façade		
		Roof type	asphalt shingles		
		Doors (number /material)	6'x7' H double steel door		
		lighting	fluorescent		
		<u>ELECTRICAL</u>			
371.3		MCC	Service Panel 150 amp/150amp panel/ 150 amp pump main	1992	
396		Alarm System (manf/ model)	OMNI - Crystal Ball	2016	

Pump Station #1 Information Sheet

Pump Station #2 - AKA N. Limerick Pump Station

Facility Description (see attached Information Sheet)

Pump Station #2 is located at 37 North Limerick Road and is equipped with two (2) explosion proof 179-GPM Hydromatic submersible pumps. The pump station was installed in 1990 and both pumps were replaced on 10/26/2000. Wastewater is discharged through an 800 foot, four (4) inch ductile iron force main that ties into the existing sewage collection system at Manhole 229 located at Ridge Pike and Limerick Road.

The pump wet well is a precast concrete unit (7 ft. x 5 ft. x approximately 20 ft. deep) with one 4.5' x 4.5' aluminum hatchway. The control panel is a generic unit manufactured locally. The pump system has a separate precast concrete valve box (6' x 8' x 12' deep). There are two CLOW 4" check valves and two 4" CLOW gate valves installed in 1990. The influent line to the wet well contains a Muffin Monster grinder which is hydraulically operated via a 5 HP unit located in the Generator Building.

The Generator Building (13' x 15') is constructed of concrete block with a brick façade and an asphalt shingle roof. The building contains fluorescent lighting with outside wall packs and the light on the outside light pole is broken. The building has a steel double doors. There is 100 Amp breaker and 100 Amp Main for the pumps outside.

The Generator is a Martin Machinery 30 KW diesel operated unit with an integral 50 gal diesel tank. An auxiliary tank (2'x2.5'x2.75'), approximately 100 gallons, is located adjacent to the unit. The Automatic Transfer Switch (ATS) is manufactured by Zenith Automatic Control Systems.

Property Condition

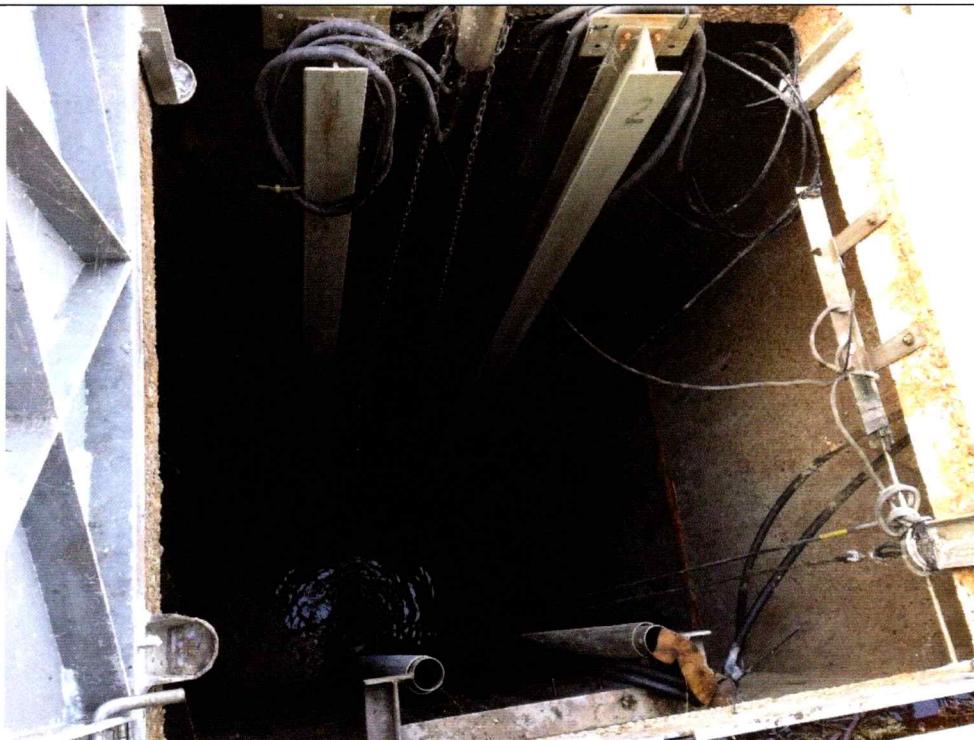
Both pumps were replaced in 2000. Generator is serviced on a regular basis and operates satisfactorily. The building is in very good condition, the roof is in good condition and all HVAC systems work satisfactorily.

Facility Construction Cost – Pump Station 2

<u>Year</u>	<u>Cost</u>	<u>Description</u>	<u>Source</u>
1990	\$191,713	Initial facility cost including pump station, building, generator, forcemain, valve chamber, surge chamber, fencing, paving, etc.	Tapping Fee calculations
2000	\$30,000	Both Pumps Replaced	Estimated 2016 dollars
2016	\$3,250	OMNI Crystal Ball	Depreciated assets



1 Pump Station #2 – Overall Site.



2 Pump Station #2 – Wet Well Interior.



3 Pump Station #2 – Building Exterior.



4 Pump Station #2 – Building Interior.

Pump Station #2 Information Sheet

Pump Station #2 Information Sheet

PUMP STATION #2					
	Station Name	N. Limerick			
	Location	37 North Limerick Road			
	Start Up Date	March, 1990			
CODE	SUBCODE	PUMP STATION	DESCRIPTION	YEAR INSTALLED	COMMENTS
371.3		Pump Manufacturer	Hydromatic	2000	Both Pumps Replaced 10/26/2000
		Pump Model Number	S4500M3t4	2000	New Battery 2/12/2013
		Type	Submersible		
		Pump GPM	179		
		Pump TDH Ft.	59		
		Pump Size	4"		
		Motor HP	5		
		Motor Voltage	230		
370.3		Wet Well Size	7ft. x 5ft.		
371.3		Pump Control	Transducer/ float backup		Crystal Ball
371.3		Hatch	4.5'x4.5' Alum		
371.3		CONTROL PANEL			
		Manufacturer	Generic		
		Model/serial number			
371		GRINDER			
		manuf./model	Muffin Monster Hydraulic	1990	
		HP	5		
371		CRAN/HOIST			
		Manuf./model	N/A		
360		VALVES			
		Type/Manf./size/#	Concrete 6'x8'x12' D		
			Gate/CLOW/4" (2)		Sump pump
			Check/CLOW/4" (2)		
355		GENERATOR			
		Manufacturer	Martin Machinery	77 HP	
		Generator KW	30	1990	
		Generator HP	66		Integral 6'x3'x10"
		Fuel Tank (Gals)	50		Aux Tank Steel 2'x2.5'x2.75'
355		ATS (manf/model #)	Zenith ZTS10EC-3AAELLPTUW		
360		FORCE MAIN			
		Force Main Size	4"		
		Force Main Mat.	Ductile Iron		
		Length in Feet	800 ft		
354.2		BUILDING			
		SIZE	13'x15'		
		Main Structure Material	Concrete block w/ brick		
		Roof type	Asphalt Shingles		
		Doors (number /material)	6'x7' steel		
			Fluorescent inside, outdoor wall packs, light on outside pole is broken		
		lighting			
		ELECTRICAL			
371.3		MCC	100 AMP Main Breaker		100 AMP Main for Pumps outside
396		Alarm System (manf/ model)	OMNI - Crystal Ball	2016	Transformer for light panel

Pump Station #3 - AKA South Limerick Road Pump Station

Facility Description (see attached Information Sheet)

Pump Station #3 is located at 302 South Limerick Road and is equipped with two (2) explosion proof 1,150-GPM Hydromatic submersible pumps. Wastewater is discharged through a 4000 foot, twelve (12) inch DIP force main that ties into the existing sewage collection system at Manhole A107 located on East Cherry Lane from where it flows by gravity to Pump Station #5 and inevitably on to the King Road WWTP. The pump station was installed in 1990.

The pump wet well is a precast concrete unit (10 ft. x 9.6 ft. x 18.33'ft deep) with two 4' x 3' aluminum hatchways. The control panel is manufactured by Hydromatic which was upgraded in 2016 with an OMNI Systems Crystal Ball Monitoring unit and new transducer to replace the ball float control system. The unit is also programed to record flow volumes and for high and low level alarms. The pump system has a separate precast concrete valve box (9.3' x 9.3' x 13.67' deep) with a 4' x 4' aluminum hatchway. There are two APCO 8" check valves replaced in 2013 and 2014, and two 8" APCO gate valves installed in 1990. The influent line to the wet well contains a Muffin Monster grinder which is hydraulically operated via a 5 HP unit located in the Generator Building.

The station also has a precast concrete surge relief valve chamber (6' x 8' x 11.5' deep) with a 3.5' x 3.5' aluminum hatchway.

The Generator Building (22' x 14') is constructed of concrete blocks with a brick façade and an asphalt shingle roof. The building contains fluorescent lighting, a steel double door, a Dayton 5KW electric unit heater and a 70W Barber-Coleman motorized louver (5'x 5'). There is no MCC unit in the building; all power for the facility is distributed from the Electrical Panel.

The Generator is an O'Brian Machinery Co. 80 KW diesel operated unit with an integral 116 gal diesel tank. An approximately 205 gallon auxiliary tank is located adjacent to the unit. The Automatic Transfer Switch (ATS) is manufactured by Zenith Automatic Control Systems.

The entire property is surrounded by a 50' by 50' cyclone fence with barbed wire. The facility previously utilized a hydrogen peroxide dosing system, which is now abandoned. The system contained 250 gallon polyethylene tank, dosing metering pump and concrete block dike.

Property Condition

The pump station, pumps, control panel and associated piping and valves are scheduled for replacement. The Muffin Monster grinder unit was replaced in 2013. The Generator is serviced on a regular basis and operates satisfactorily. The building is in very good condition, the roof is in good condition and all HVAC systems work satisfactorily. The interior walls have paint that is peeling in several locations and should be repainted.

Facility Construction Cost – Pump Station 3

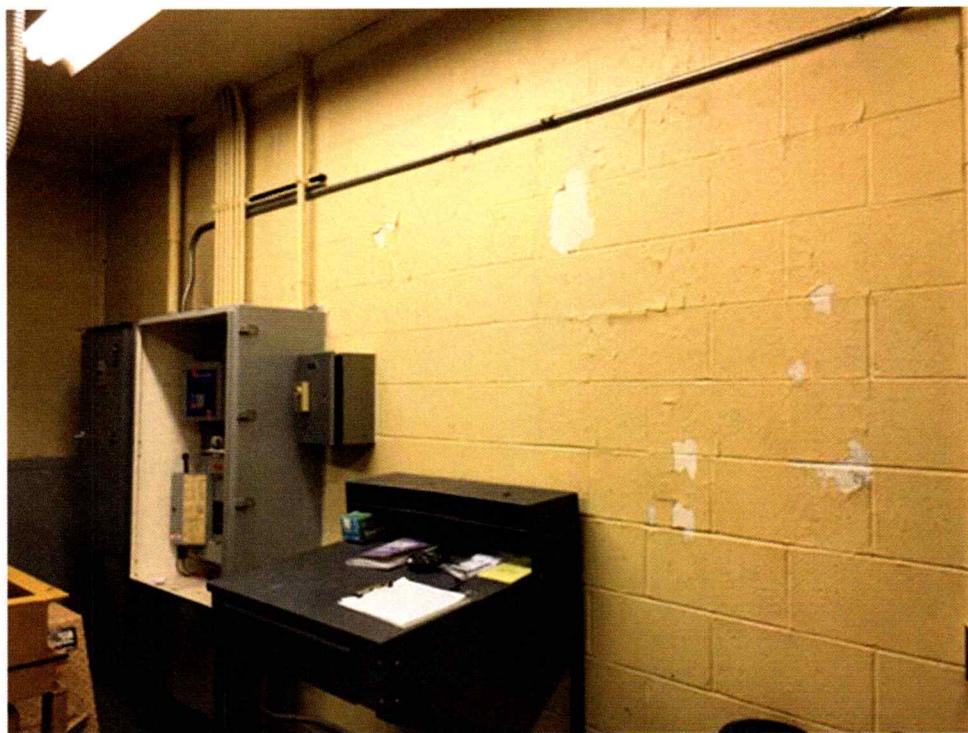
<u>Year</u>	<u>Cost</u>	<u>Description</u>	<u>Source</u>
1990	\$303,239	Initial facility cost including pump station, building, generator, forcemain, valve chamber, surge chamber, fencing, paving, etc.	Tapping Fee calculations
2011	\$18,666	Hydromatic Pump	Depreciated Asset list
2013	\$7,980	Muffin Monster Grinder Rebuild	Depreciated Asset list (2011 cost for pump station 11)
2016	\$2,492	Omni System Crystal Ball	Depreciated Asset List



1 Pump Station #3 – Overall Site.



2 Pump Station #3 – Wet Well Interior.



3 Pump Station #3 – Control Panel.



4 Pump Station #3 – Building Interior.

Pump Station #3 Information Sheet

PUMP STATION #3					
CODE	SUBCODE	PUMP STATION	DESCRIPTION	YEAR INSTALLED	COMMENTS
371.3		Pump Manufacturer	Hydromatic	Pump 1 - 2011	Replaced
		Pump Model Number	S6LX4000EC	Pump 2 - 1990	
		Type	Submersible		
		Pump GPM	1150		
		Pump TDH Ft.	73		
		Pump Size	6"		
		Motor HP	40		
		Motor Voltage	230		
370.3		Wet Well Size	10 ft. x 9.6 ft. x 18'-4" ft D	1990	
370.3		Hatchway	4' x 3' aluminum		2 units
371.3		Pump Control	Transducer		Installed 2016, Omni Systems
371.3		CONTROL PANEL			
		Manufacturer	Hydromatic		
		Model/serial number	N/A		
371.3		GRINDER			
		manuf./model	Muffin Monster	2013	Grinder and Hydraulic unit rebuilt
		HP	5 HP		
371		CRAIN/HOIST			
		Manuf./model	N/A		
360		VALVES			
		Type/Manf./size/#	check/ APCO /8"/1	2013	REPLACED
			check/ APCO /8"/1	2014	REPLACED
			gate/ APCO /8"/2	1990	
355		GENERATOR			
		Manufacturer	The O'Brien Machinery Co.	1990	
		Generator KW	80		
		Generator HP			
		Fuel Tank (Gals)	116 (generator)		
			250 gallon aux. tank		
355		ATS (manf/model #)	Zenith Auto Controls		
360		FORCE MAIN			
		Force Main Size	12"		
		Force Main Mat.	DIP		
		Length in Feet	4000		
354.2		BUILDING			
		SIZE	22' x 14 '		
		Main Structure Material	Concrete Block w/ brick facade		
		Roof type	Asphalt Shingle		
		Doors (number /material)	1 steel double door		
		lighting	fluorescent		
		ELECTRICAL			
371.3		MCC	Breaker Box		
396		Alarm System (manf/ model)	Omni Crystal Ball		

Pump Station #3 Information Sheet

Pump Station #4 - AKA Benner Road Pump Station

Facility Description (see attached Information Sheet)

Pump Station #4 is located at 166 Benner Road and is equipped with two (2) explosion proof 120-GPM Flygt submersible pumps. Wastewater is discharged through a 940 foot, four (4) inch ductile iron force main that ties into the existing sewage collection system at the wye at Major and Benner Roads PS #5. The pump station was installed in 1990 and was upgraded with new pumps, controls, level stick, Muffin Monster (from PS#9) on 11/17/2001. Pump #2 oil seal failed and was repaired and installed on 11/14/2013.

The pump wet well is a precast concrete unit (6 ft. diameter, approximately 20' deep) with one 4.5' x 3' aluminum hatchway. The control panel is manufactured by FLYGT/Multirode. There is a 7.5'x7.5'x6.5' concrete valve pit with a sump pump. There are two APCO 4" check valves, a pressure release valve and 3 plug valves with 4" bypass. The influent line to the wet well contains a Muffin Monster grinder, which is hydraulically operated via a 5 HP unit located in the Generator Building.

The Generator Building (13' x 15') is constructed of concrete block with a brick façade and an asphalt shingle roof. The building contains fluorescent lighting inside and wall pack lighting on the outside with a steel double door. The building is powered by a 125 AMP main breaker, 180 AMP Breaker Pump Panel and 180 AMP Breaker Muffin Monster disconnects. The buildings HVAC system includes a 4'x5' aluminum motorized louver and electric unit heater.

The Generator is a Cummins/ ONAN 30 KW diesel operated unit with an integral 207 gal diesel tank and a 4'x3' louver. The Automatic Transfer Switch (ATS) is manufactured by Cummins TS-1310.

The entire property is surrounded by a 52'x 30'x 6' fence.

Property Condition

The Muffin Monster grinder unit was replaced in 2010. The Generator is serviced on a regular basis and operates satisfactorily. The building is in very good condition, the roof is in good condition and all HVAC systems work satisfactorily.

Facility Construction Cost – Pump Station 4

<u>Year</u>	<u>Cost</u>	<u>Description</u>	<u>Source</u>
1990	\$200,000	Initial facility cost including pump station, building, generator, forcemain, valve chamber, surge chamber, fencing, paving, etc.	Based on similar sized Pump Station #2. Installed 1990
2010	\$169,834	Pump Station Upgrades	Depreciated Asset list



1 Pump Station #4 – Overall Site.



2 Pump Station #4 – Wet Well Interior.



3 Pump Station #4 – Building Interior



4 Pump Station #4 – Building Interior

Pump Station #4 Information Sheet

PUMP STATION #4					
CODE	SUBCODE	PUMP STATION	DESCRIPTION	YEAR INSTALLED	COMMENTS
371.3		Pump Manufacturer	FLYGT	2010	Station upgraded
		Pump Model Number	Model 4" NP3127		Pump #2 Sn# 1060069 Failed Oil Seal repaired and installed on 11/14/2003
		Type			
		Pump GPM	120		
		Pump TDH Ft.	104		
		Pump Size	4"		
		Motor HP	11		
		Motor Voltage	230		
370.3		Wet Well Size	6 ft. round		
371.3		Pump Control	Multismart with probe		
371.3		Hatch	4.5'x3' Alum		
371.3		<u>CONTROL PANEL</u>			
		Manufacturer	FLYGT/ Multitrode		
		Model/serial number			
361		<u>MANHOLES (number)</u>	1		
		material	Precast		36" Diam. Bolted MH Cover
		size			
		depth			
371		<u>GRINDER</u>			
		manuf./model	Muffin Monster	2010	hydraulic power pack inside (parker)
		HP	5		
371		<u>CRAIN/HOIST</u>			
		Manuf./model	Portable davit crane manual		
360		<u>VALVES</u>			
		Type/Manf./size/#	APACO-2 check and pressure release valves 3 plug valves w/ 4" bypass all valves are 4"		includes 4 inch surge release valve.
		Hatch	3' x 3.5' alum		
		Valve pit	Concrete pit- 7.5'x7.5'x6.5' w/ sump pump		
355		<u>GENERATOR</u>			
		Manufacturer	Cummins/ ONAN	1990	573
		Generator KW	30		
		Generator HP	50		2'x2'x6'
		Fuel Tank (Gals)	207		Louver for generator 4'x3'
355		ATS (manf/model #)	Cummins TS 1310		
360		<u>FORCE MAIN</u>			
		Force Main Size	4"		
		Force Main Mat.	Ductile Iron		
		Length in Feet	940		

Pump Station #4 Information Sheet

Pump Station #5 - AKA Trinley Pump Station

Facility Description (see attached Information Sheet)

Pump Station # 5 is located at 64 Trinley Road and is equipped with two (2) explosion proof 1,900-GPM Flygt submersible pumps. Wastewater is discharged through a 6000 foot, twelve (18) inch DIP force main that ties into the existing sewage collection system at Manhole A16 located on Lewis Road from where it flows by gravity to the King Road WWTP. The pump station was installed in 1990. In 2005 the pump station was upgraded with new pumps, control panels and check valves. In 2014, Variable Frequency Drives (VFDs), TVSS and new Pump Controls were installed in a new structure.

The pump station is a poured in place concrete structure that is two stories deep. The overall structure is 40 feet long and 23 feet wide. The total depth of the structure is 34 feet; the wet well is 14 feet deep. The control panels are manufactured by Flygt and were which was upgraded in 2016 with an OMNI Systems Crystal Ball Monitoring unit and new transducer. The unit is also programed to record flow volumes and for high and low level alarms. The pump system has integral concrete valve chambers that each house 14 inch Clow check valves and plug valves. One chamber is 16' x 6.5' x 10'D and the other is 22' x 6.5' x 10 feet deep; each chamber has a 6' x 4' aluminum double hatchway. The influent channel to the wet well contains a 5 HP Muffin Monster channel grinder with a bar screen in the other channel.

The Generator Building (24' x 15') is constructed of concrete blocks with a brick façade and a asphalt shingle roof. The building contains fluorescent lighting, a 6' x 7' steel double door, an electric unit heater and a motorized intake louver (6'x 6'). There is no MCC unit in the building, all power for the facility is distributed from the 600 AMP breaker box on the pump station deck. The TVSS and ATS are also located on the pump station deck.

The Generator is an O'Brian Machinery Co. 300 KW, 465 Cummins diesel operated unit with an integral 237 gal diesel tank. An approximately 120 gallon auxiliary tank is located adjacent to the unit. The Automatic Transfer Switch (ATS) is manufactured by Deep Sea Electronics.

The VFDs are manufactured by PowerFlex and pump control panels which integrated the Flygt pump controls were supplied by Optimum Controls Company. The units are housed in 20' x 7' concrete block building with brick façade and asphalt shingle roof.

A 4 ton P&H cable hoist and a 2 ton chain hoist are located on the deck. The entire property is surrounded by a chain link fence with barbed wire

Property Condition

The original pump station structure is in good condition with some corrosion and pitting of the aluminum structure components in the wet well area. The pumps, control panels and equipment replaced in 2005 and 2014 are in very good condition. There cable hoists are operational and show

some minor wear. The Generator is serviced on a regular basis and operates satisfactorily. All buildings are in very good condition and all HVAC systems work satisfactorily.

Facility Construction Cost – Pump Station 5

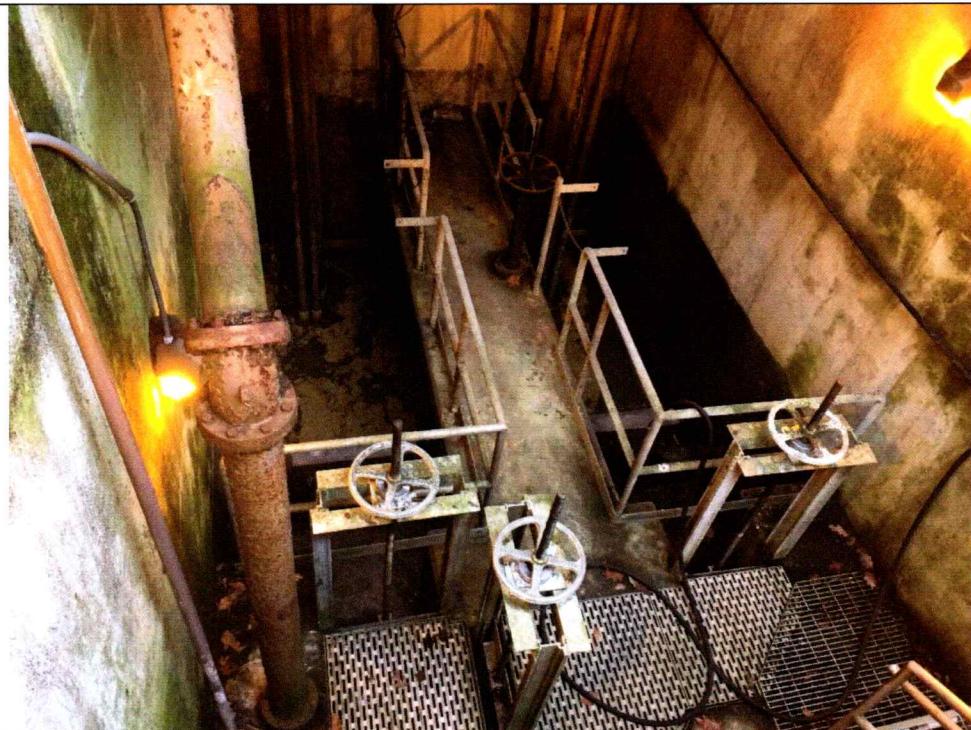
<u>Year</u>	<u>Cost</u>	<u>Description</u>	<u>Source</u>
1986	\$877,4810	Initial facility cost including pump station, building, generator, forcemain, valve chamber, surge chamber, fencing, paving, etc.	Tapping Fee calculations
2005	262,823	New pumps and controllers, includes deduct for old equipment	Tapping Fee calculations
2011	\$22,842	Hydromatic Pump	Depreciated Asset list
2011	\$3,635	Surge Protector	Depreciated Asset list
2014	\$317,044	Pump control upgrades, new building	Depreciated Asset list
2016	\$23,013	New Check Valves	Depreciated Asset list
2016	\$2,338	Transfer Controller	Depreciated Asset list
2016	\$8,414	Motor Control	Depreciated Asset list
2016	\$18,117	Muffin Monster Grinder Rebuild	Depreciated Asset list
2016	\$2,492	Omni System Crystal Ball	Depreciated Asset List



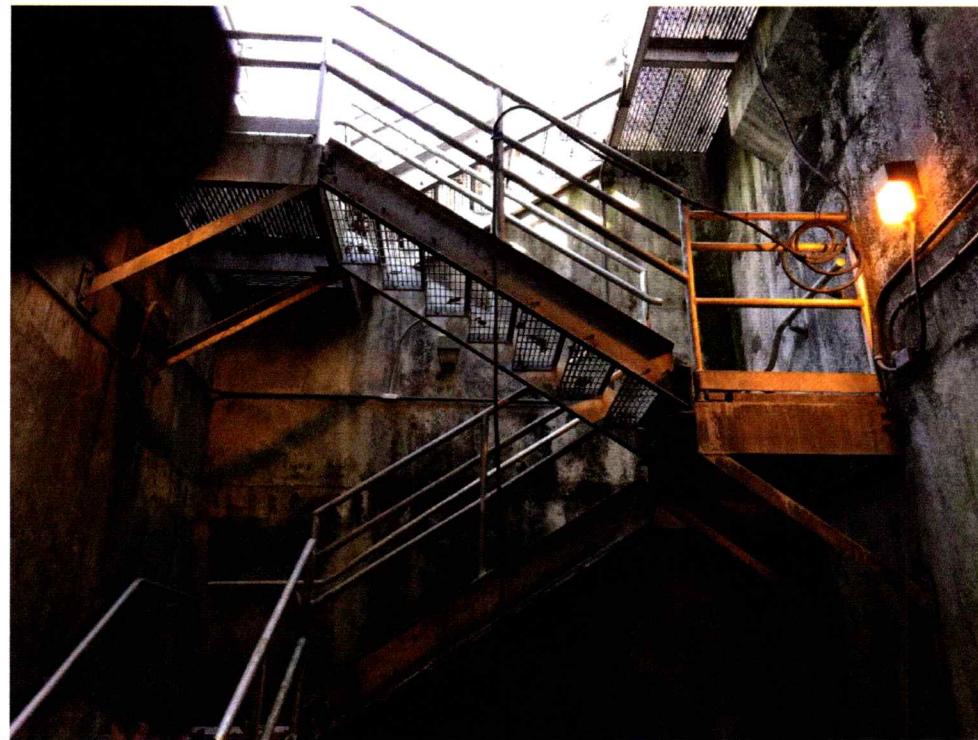
1 Pump Station #5 – Building Exterior.



2 Pump Station #5 – Building Interior.



3 Pump Station #5 – Wet Well Interior.



4

Pump Station #5 – Stairwell.

Pump Station #5 Information Sheet

PUMP STATION #5					
CODE	SUBCODE	PUMP STATION	DESCRIPTION	YEAR INSTALLED	COMMENTS
371.3		Pump Manufacturer		2014	VFD upgrade pump #1 & #2
		Pump Model Number	Model 6" CP-3300	2006	Station Upgraded
		Type		1990	
		Pump GPM	1900		
		Pump TDH Ft.	190		
		Pump Size	6"		
		Motor HP	160		
		Motor Voltage	480		
370.3		Wet Well Size	12.2 ft. x 14.3 ft.		
371.3		Pump Control	Multitrode with probe. Low & high level float backup.		OMNI - Crystal Ball
371.3		CONTROL PANEL			
		Manufacturer	FLYGT		
		Model/serial number			
371		GRINDER	Muffin Monster		
		manuf./model	5 HP		
		HP			
371		CRAIN/HOIST			
		Manuf./model			
360		VALVES			
		Type/Manf./size/#	14" CLON Plug (2)		
			14" CLON Checks (2)		
355		GENERATOR			
		Manufacturer	O'Brian Machinery	1990	
		Generator KW	300		
		Generator HP	465		
		Fuel Tank (Gals)	237		
355		ATS (manf/model #)	Deep Sea Electronics		
360		FORCE MAIN			
		Force Main Size	18"		
		Force Main Mat.	Ductile Iron		
		Length in Feet	6000		
354.2		BUILDING			
		SIZE	Generator - 24' x 15' Concrete Block w/ Brick Façade		
		Main Structure Material	VFD BLDG - 20' x 7' Concrete Block w/ Brick Façade		
		Roof type	Asphalt Shingles		
		Doors (number /material)	VFD BLDG 2 - 6'x 7' Double Steel GEN - 6' x 7' Double Steel		
		lighting	Fluorescent		
		ELECTRICAL			
371.3		MCC	600 Amp		
396		Alarm System (manf/ model)	OMNI - Crystal Ball		

Pump Station #5 Information Sheet

Pump Station #6A - AKA Royersford Road Pump Station

Facility Description (see attached Information Sheet)

Pump Station # 6 is located at 70 Buckwalter Road, Royersford, PA with two (2) 2,225 GPM, 130 HP Flygt dry-prime submersible pumps. Wastewater is discharged through a 10,800 foot ductile iron forcemain that ties into the existing sewage collection system at the King Road Wastewater Treatment Plant headworks. The pump station was originally installed in 1996 to replace Pump Station 6 (Southeast Pump Station) which was built in 1988 as part of the original sewer system and WWTP installation. The pump station is currently being upgraded for additional capacity. The original structure was a poured in place concrete that was divided into two levels. The lower basement area that housed the pumps, wet well, grinder, grinder and bar screen was approximately 51' x 20', the upper floor and building, which houses the pump controls and emergency generator was approximately 38' x 25'. The total depth of the structure is 22 feet.

The building is concrete block with brick façade, the roof is asphalt shingles. The building has three intake fan and 2 exhaust fans. The building has 6' x 9' generator exhaust louver, 4 additional exhaust louvers ranging from 4' x 4' to 6' x 6'.

Electric is rated at 460V, 3 Phase and is fed overhead to the building. The MCC is a rated for 600 Amps which supply power to the pumps. Panel MDP is rated for 400 Amps which supply power to all the other facilities.

The Generator is a 230 KW, 375 HP unit manufactured by Martin Machinery with a Cummins engine. There is a approximately 200 gallon day tank adjacent to the generator and a 530 gallon intergral steel tank.

The influent channel to the wet well contains two (2) hydraulic operated grinders. A Coffing 2 ton crane on a rail is located above the pump access hatches.

A 2000 gallon stainless steel hydrogen peroxide tank with a LMI dosing tank is located outside the building, the system is no longer used.

Property Condition

The original pump station structure is in good condition; however there is considerable corrosion and pitting of the aluminum structure components in the wet well area. The building structure and ventilation components are in very good condition. With facility being upgraded, it is expected that at the completion of construction, the facility will be in excellent condition.

Facility Construction Cost – Pump Station 6

<u>Year</u>	<u>Cost</u>	<u>Description</u>	<u>Source</u>
1986	\$442,767	Original facility cost including pump station, building, generator, forcemain, valve chamber, surge chamber, fencing, paving, etc.. Pump Station was abandoned.	Tapping Fee calculations
1995	\$1,229,919	New Pump Station	Tapping Fee calculations
1999	\$31,848	Unknown improvement	Depreciated Assets
2010	\$114,208	Unknown Improvement (VFDs ?)	Depreciated Assets
2013	\$33,947	Peroxide System of odor control	Depreciated Assets
2016	\$12,680	Muffin Monster	Depreciated Assets
2016	\$4,084	Roof Replacement	Depreciated Assets



1 Pump Station #6 –



2 Pump Station #6 –



3 Pump Station #6 –



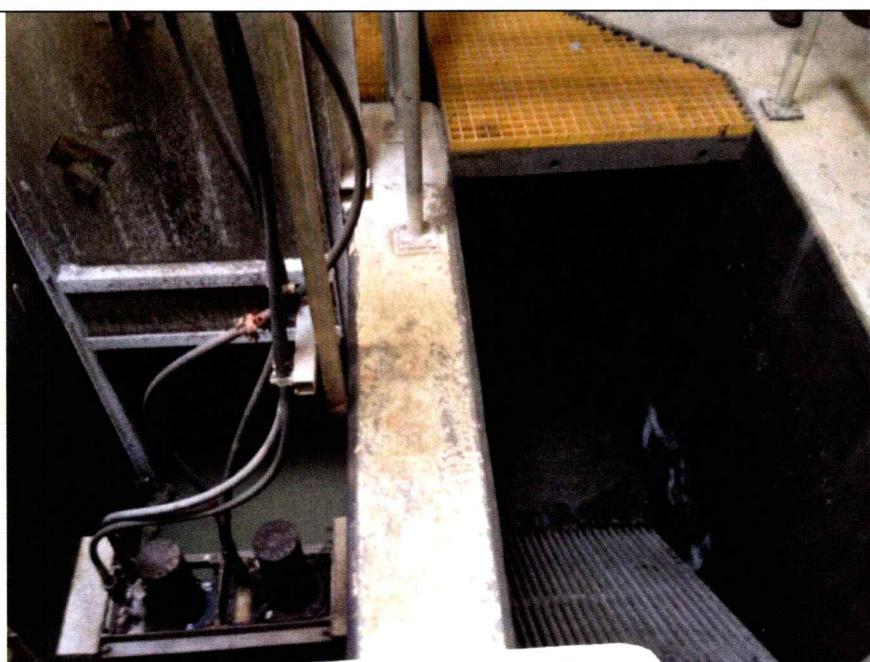
4

Pump Station #6 –



5

Pump Station #6 –



6

Pump Station #6 –



7

Pump Station #6 – Wet Well

Pump Station #6A Information Sheet

PUMP STATION #6A					
CODE	SUBCODE	PUMP STATION	DESCRIPTION	YEAR INSTALLED	COMMENTS
		Station Name	Royersford Rd.	Phone # 610-948-4069	
		Location	70 Buckwalter Rd., Royersford, PA 19468		
		Start Up Date	January 1, 1996		
371.3		Pump Manufacturer	Flygt	1996	
		Pump Model Number			
		Type	Dry Prime Submersible		
		Pump GPM	2,225		
		Pump TDH Ft.	107		
		Pump Size	6"		
		Motor HP	130		
		Motor Voltage	460		
370.3		Wet Well Size	Varied		
371.3		Pump Control	Transducer		
371.3		CONTROL PANEL			
		Manufacturer	Multitrode	2016	
		Model/serial number	MP2PC with Monitor Pro		
371		GRINDER			
		manuf./model	Muffin Monster (2)	2016	
		HP	5 HP each		
371		CRAIN/HOIST			
		Manuf./model	Coffing 2 ton		
360		VALVES			
		Type/Manf./size/#	Milliken 6" Check (2)	1996	
			Milliken 6" Gate (2)		
355		GENERATOR			
		Manufacturer	Martin Machinery / Cummins engine	1988	
		Generator KW	230		
		Generator HP	375		
		Fuel Tank (Gals)	530		
355		ATS (manf/model #)	Power Flex		
360		FORCE MAIN			
		Force Main Size	16"	1988	
		Force Main Mat.	Ductile Iron		
		Length in Feet	10,800		
354.2		BUILDING			
		SIZE	upper floor 38' x 25' lower pump and wet well area 51' x 20'	1996	
		Main Structure Material	concrete block with brick exterior		
		Roof type	asphalt shingle		
		Doors (number /material)	6' x 7' steel double door		
		lighting	flourecent interior / wall pack exterior		
		ELECTRICAL			
371.3		MCC	480 v, 400 AMP	1996	
			100 AMP Lighting Panel		
396		Alarm System (manf/ model)			

Pump Station #6A Information Sheet

Pump Station #7 - AKA Royersford Road Pump Station

Facility Description (see attached Information Sheet)

Pump Station #7 is located at 571 King Road and is equipped with two (2) explosion proof 260-GPM Hydromatic submersible pumps. Wastewater is discharged through a 52 foot, four (4) inch ductile iron force main that connects to the PS 6A main in King Road. The pump station was installed in 1990.

The pump wet well is a precast concrete unit (7 ft. x 5 ft.) with one 4.5' x 4.5' aluminum hatchway. The control panel is manufactured by Hydromatic. The pump system has a separate precast concrete valve box (6' x 8' x 11.5' deep) with a 3.5' x 3.5' aluminum hatchway and sump pump. There are two 4" check valves and two 4" gate valves. The influent line to the wet well contains a Muffin Monster grinder which is hydraulically operated via a 5 HP unit located in the Generator Building.

The Generator Building (20' x 14') is constructed of concrete block with a brick façade and an asphalt shingle roof. The building contains fluorescent lighting, a (6'x7'H) steel double door, a Berko electric unit heater, motorized intake louver (4'x4' galv. Steel), exhaust louver (3'x4' galv.) for the generator. The power for the unit is from 230 V outside main with transformer.

The Generator is an O'Brian Machinery Co. 30/37.5 KVA diesel operated unit with an integral 42 gal tank. An approximately 75 gallon auxiliary tank is located adjacent to the unit. The Automatic Transfer Switch (ATS) is manufactured by Zenith (model # ZTS10EC).

The facility is enclosed by a 26.5'x70' chain link barbed wire fence with a 14' and 16' wide double gates. The facility utilizes a hydrogen peroxide dosing system. The system contained 1600 gallon polyethylene tank and dosing metering pump.

The system contains a 3.5'x3.5'x10.5'D precast concrete surge valve pit with sump pump and 4" surge valve.

Property Condition

The Generator is serviced on a regular basis and operates satisfactorily. The building/facility is in very good condition, the roof is in good condition and all HVAC systems work satisfactorily.

Facility Construction Cost – Pump Station 7

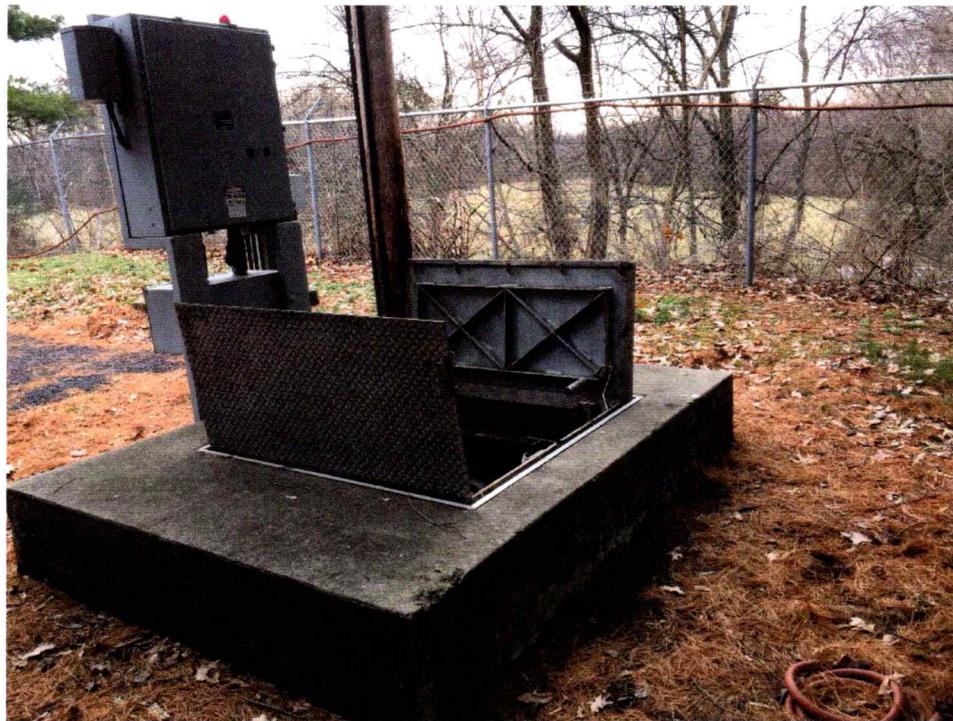
<u>Year</u>	<u>Cost</u>	<u>Description</u>	<u>Source</u>
1990	\$213,451	Initial facility cost including pump station, building, generator, forcemain, valve chamber, surge chamber, fencing, paving, etc.	Tapping Fee calculations
2013	\$12,462	Peroxide Tank	Depreciated Asset list
2014	\$4,191	Unknown upgrade	Depreciated Asset list



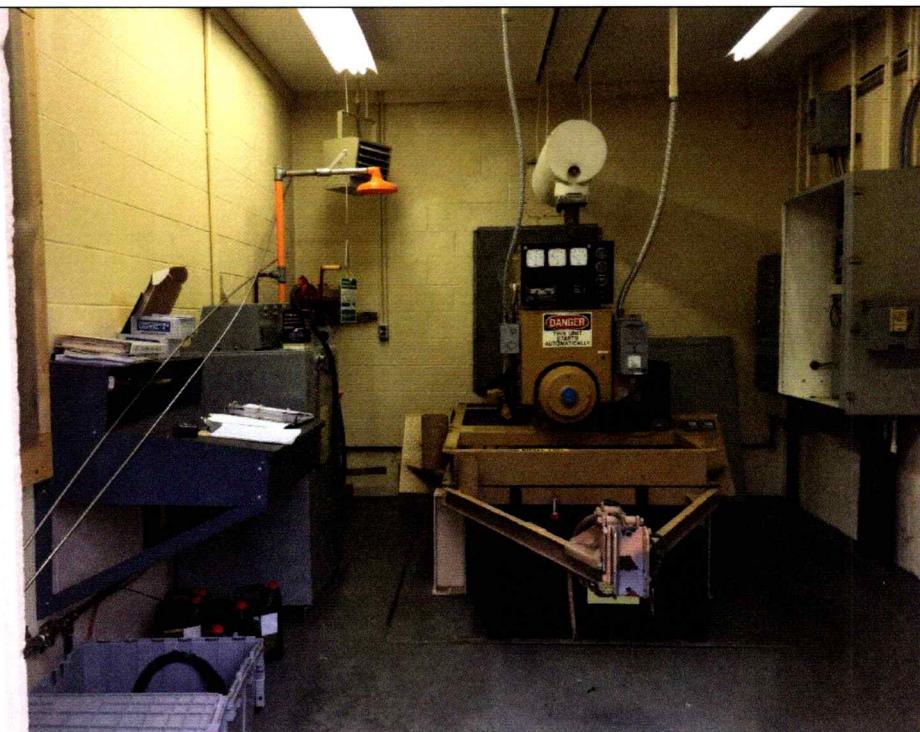
1 Pump Station #7 – Overall Site.



2 Pump Station #7 – Wet Well Interior.



3 Pump Station #7 – Wet Well Exterior.



4 Pump Station #7 – Building Interior.

Pump Station #7 Information Sheet

		PUMP STATION #7				
CODE	SUBCODE	PUMP STATION	DESCRIPTION	YEAR INSTALLED	COMMENTS	
371.3		Pump Manufacturer	Hydromatic	1990		
		Pump Model Number	S4M1000M3-4 (2)			
		Type	Submersible			
		Pump GPM	260			
		Pump TDH Ft.	67			
		Pump Size	4"			
		Motor HP	10			
		Motor Voltage	230			
370.3		Wet Well Size	7 ft. x 5 ft.			
371.3		Pump Control	Floats			
371.3		Hatch	4.5'x4.5' Alum			
371.3		CONTROL PANEL				
		Manufacturer	Hydromatic			
		Model/serial number	33177-002-1			
371		GRINDER				
		manuf./model	Muffin Monster		Hydraulic Unit	
		HP	5			
371		CRAIN/HOIST				
		Manuf./model	N/A			
360		VALVES				
		Type/Manf./size/#	Valve Box 6'x8'x11.5' D Precast		W/ Sump Pump, Hatch 3.5x3.5' Alum	
			Check/4" (2)			
			Gate/4" (2)			
355		GENERATOR				
		Manufacturer	The O'Brien Machinery Co.	1990		
		Generator KW	30/ 37.5 KVA			
		Generator HP	66			
		Fuel Tank (Gals)	42		Aux Tank 75 Gal Steel	
355		ATS (manf/model #)	Zenith			
			ZTS10EC			
360		FORCE MAIN				
		Force Main Size	4"			
		Force Main Mat.	Ductile Iron			
		Length in Feet	52			
354.2		BUILDING				
		SIZE	20'x14'	1990		
		Main Structure Material	Concrete block with brick façade		Chain link fence with barbed wire 26.5'x70'; 14' & 16' Double gates	
		Roof type	Asphalt shingles			
		Doors (number /material)	1 double door 6'x7'H			
		lighting	Fluorescent			
		ELECTRICAL				
371.3		MCC	230 V Outside Main Disconnect & Transformer			
396		Alarm System (manf/ model)				
CODE	SUBCODE	PUMP STATION	DESCRIPTION	YEAR INSTALLED	COMMENTS	

Pump Station #7 Information Sheet

Pump Station #8 - AKA West Cherry Lane Pump Station

Facility Description (see attached Information Sheet)

Pump Station #8 is located on 68 West Cherry Lane and has a startup date of July 1, 1996 and has since been converted to a gravity line in November 2001.

The abandoned pump wet well is a precast concrete unit (8' x 8') with a 2.5'x2' aluminum hatch.

The Generator Building (20' x 24') is wood framed with stucco exterior with asphalt shingles and a 3'x6.5' steel man door. The building contains exterior wall pack lighting and fluorescent indoor lighting. The MCC for the building is 70 AMP main pump breaker, 100 AMP light panel and the alarm system has a 100 AMP main. The building has a 40"x45" intake louver and 2'x3' exhaust louver.

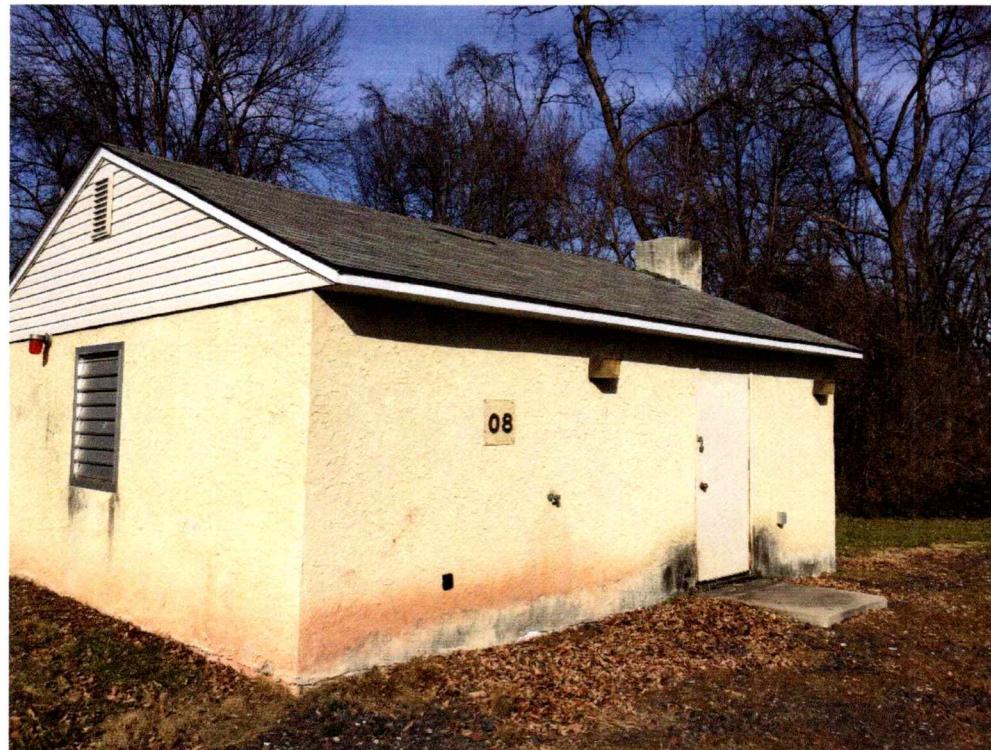
The Generator is a Cummins/ ONAN 25 KW, 2.7L HP diesel operated unit with a 40"x63" louver. The Automatic Transfer Switch (ATS) is manufactured by ONAN (model #OT125).

Property Condition

The building is in good condition.

Facility Construction Cost – Pump Station 8

Year	Cost	Description	Source
1996	\$375,200	Initial facility cost including pump station, building, generator, forcemain, valve chamber, surge chamber, fencing, paving, etc.	Escrow cost estimate.



1 Pump Station #8 – Building Exterior.



2 Pump Station #8 – Building Interior.



3 Pump Station #8 – Building Interior.



4 Pump Station #8 – Building Interior.

Pump Station #8 Information Sheet

		PUMP STATION #8**			
CODE	SUBCODE	PUMP STATION	DESCRIPTION	YEAR INSTALLED	COMMENTS
		**Building Only			
		Hatch	2.5'x2' Hatch Alum		
		Wete Well Size	8'x8' Concrete Wet Well		Connected to manhole flow through
371		GRINDER	N/A		
		manuf./model			
		HP			
371		CRAIN/HOIST	N/A		
		Manuf./model			
360		VALVES	N/A		
		Type/Manf./size/#			
355		GENERATOR			
		Manufacturer	Cummins/ONAN	25 DKAf	
		Generator KW	25		
		Generator HP	2.7L Cummins	73 Hours	
		Fuel Tank (Gals)			
355		ATS (manf/model #)	ONAN OT125	Integral TUSS	
360		FORCE MAIN			
		Force Main Size			
		Force Main Mat.	PVC		
		Length in Feet			
354.2		BUILDING			
		SIZE	20'x24'	1996	
		Main Structure Material	Wood frame stucco exterior		
		Roof type	Asphalt shingles		
		Doors (number /material)	3'x6.5' man door steel		
		lighting	Exterior wall pack/ fluorescent		
		ELECTRICAL			
371.3		MCC	70 AMP main pump breaker / 100 AMP light panel		
396		Alarm System (manf/ model)	100 AMP Main		
354.3		HVAC			
		Type/Manf./Model #	40"x45" Louver Intake		
			40"x63" Generator Louver		
			2'x3' Exhaust Louver		
364		flow meter	N/A		
364		chart recorder			
354.3		Hydrants			
354.3		Fence (length and type)			
354.3		paving and walkways			
371.3		ODOR CONTROL	N/A		
		Manufacturer			
		Type			

Pump Station #8 Information Sheet

Pump Station #9 - AKA Neiffer Road Pump Station

Facility Description (see attached Information Sheet)

Pump Station #9 located on Neiffer Road is an abandoned pump station and the facility is used for storage.

The Generator Building (14' x 15') is constructed of concrete block with a brick façade and an asphalt shingle roof. The building contains interior fluorescent lighting with wall pack lighting on the outside and a 6'x7' steel double doors. A portable Thern davit crane is located within the building. The MCC has a 150 AMP main breaker and the alarm system has a 150 AMP Panel.

The Generator is a Cummins/ ONAN 40 KW/68 HP diesel operated unit with an integral 7'x3'x1.5' diesel tank. The Automatic Transfer Switch (ATS) is manufactured by ONAN (model #OT150).

The HVAC system includes a 12" diameter PENN exhaust fan, Dayton unit heater, 3.5'x4' intake aluminum louver and 3.5'x4' aluminum generator exhaust louver.

The facility is surrounded by a 60' by 45' chain link fence with barbed wire.

Property Condition

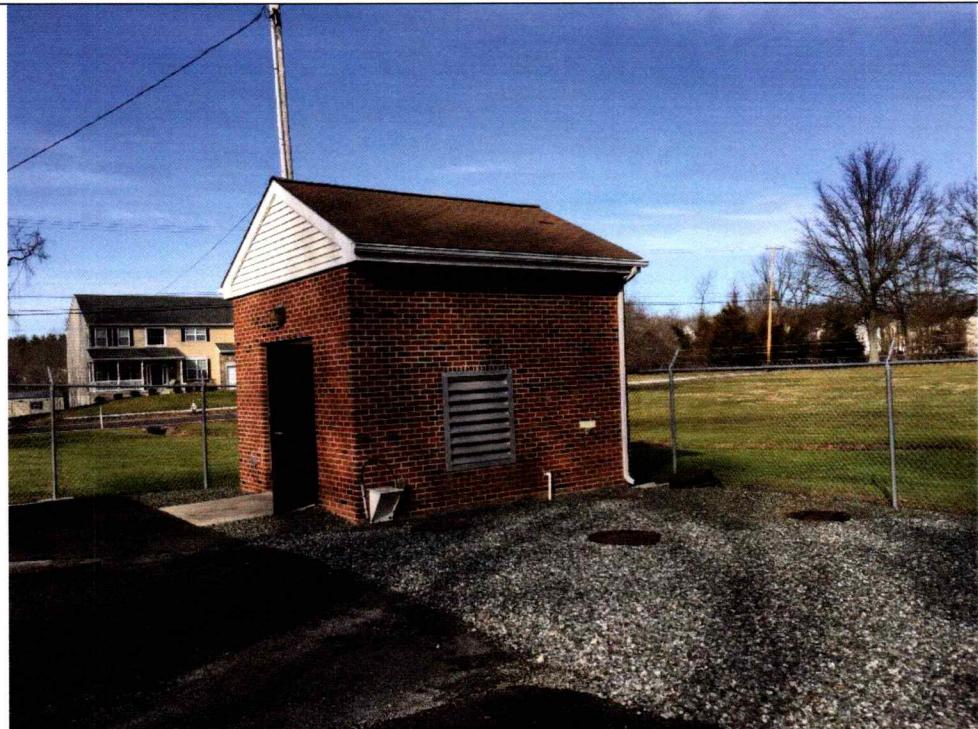
The building and roof are in good condition.

Facility Construction Cost – Pump Station 9

<u>Year</u>	<u>Cost</u>	<u>Description</u>	<u>Source</u>
1996	\$235,752	Initial facility cost including pump station, building, generator, forcemain, valve chamber, surge chamber, fencing, paving, etc.	Tapping Fee calculations



1 Pump Station #9 – Overall Site.



2 Pump Station #9 –Building Exterior.



3 Pump Station #9 –Building Interior.



4 Pump Station #9 –Building Interior.

Pump Station #9 Information Sheet

PUMP STATION #9					
CODE	SUBCODE	PUMP STATION	DESCRIPTION	YEAR INSTALLED	COMMENTS
		Pump Manufacturer	N/A		Pump Station Abandoned
		Pump Model Number			
		Type			
		Pump GPM			
		Pump TDH Ft.			
		Pump Size			
		Motor HP			
		Motor Voltage			
		Wet Well Size			
		Pump Control			
		Hatch			
		CONTROL PANEL	N/A		
		Manufacturer			
361		Model/serial number			
361		MANHOLES (number)			
		material	3 precast		
		size			
		depth			
371		GRINDER			
		manuf./model			
		HP			
371		CRAIN/HOIST			
		Manuf./model	Portable Thern Danit Crain		
360		VALVES	N/A		
		Type/Manf./size/#			
355		GENERATOR			
		Manufacturer	Cummins/ONAN, 40DC, BC	1996	208 HRS
		Generator KW	40		
		Generator HP	68		
		Fuel Tank (Gals)	7'x3'x1.5'		
355		ATS (manf/model #)	ONAN OT150		
360		FORCE MAIN	N/A		
		Force Main Size			
		Force Main Mat.			
		Length in Feet			
354.2		BUILDING			
		SIZE	14'x15'	1996	
		Main Structure Material	Concrete block w/ brick façade		
		Roof type	Asphalt shingles		
		Doors (number /material)	6'x7'H Double steel door		
		lighting	fluorescent inside, wall packs outside		
		ELECTRICAL			
371.3		MCC	150 AMP Main Breaker		
396		Alarm System (manf/ model)	150 AMP Panel		

Pump Station #9 Information Sheet

Pump Station #10 – AKA Ridge Pike Pump Station

Facility Description (see attached Information Sheet)

Pump Station #10 is located at 194 W Ridge Pike and is equipped with two (2) explosion proof 200-GPM FLYGT submersible pumps. Wastewater is discharged through 2476 feet of six (6) inch ductile iron force main that ties into the existing sewage collection system at MH A206 in Ridge Pike near 306 Ridge Pike. The pump station start date is September 1, 1998 and new impeller and suction eye wear rings were installed on 7/28/2012. Pump #2 has been replaced with a pump from Pump Station #11.

The pump wet well is a precast concrete unit (8 ft round) with one 5' x 6' aluminum hatchway. The control panel is manufactured by ITT-FLYGT. The pump system has a separate precast concrete valve box (9' x 7') with two aluminum hatchways, one of which is 3.5' x 3.5' and the other is 4.9' x 3.5'. There are two (2) CLOW 6" Check valves and three (3) CLOW 6" Gate valves. The influent line to the wet well contains a Muffin Monster grinder which is hydraulically operated via a 5 HP Parker Hypak unit located in the Generator Building.

The Generator Building (14' x 15') is constructed of concrete block with a brick façade and an asphalt shingle roof. The building contains fluorescent lighting, a (6'x7') steel double door, a Berko electric unit heater and a, 4'x4' galvanized steel motorized intake louver. A 70'x75' chain link fence surrounds the perimeter of the facility.

Power for the facility is distributed from Siemens breaker box with disconnect switch. A Crystal Ball/cellular tower alarm system is provided within the building.

The Generator is a Cummins Onan 69KW/75KVA diesel operated unit with an integral 140 gal diesel tank. The Automatic Transfer Switch (ATS) is manufactured by ASCO. The Onan ATS was removed. The flow meter is a OMNI Crystal Ball/Fisher Porter Mag Meter.

Odor control is provided by an outdoor 1500 gal. polytank containing Paroxide and there is a Guardian eye wash/shower.

Property Condition

The Generator is serviced on a regular basis and operates satisfactorily. The building is in very good condition, the roof is in good condition and all HVAC systems work satisfactorily

Facility Construction Cost – Pump Station 10

<u>Year</u>	<u>Cost</u>	<u>Description</u>	<u>Source</u>
1998	634,598	Initial facility cost including pump station, forcemain building, generator, forcemain, valve chamber, surge chamber, fencing, paving, etc.	Tapping Fee calculations
2016	\$3,209	Crystal Ball	Depreciated Asset List



1 Pump Station #10 – Wet Well Exterior.



2 Pump Station #10 – Wet Well Interior.



3 Pump Station #10 – Building Exterior.



4 Pump Station #10 – Building Interior.

Pump Station #10 Information Sheet

PUMP STATION #10					
	Station Name	Ridge Pike	Phone #	610-831-0273	
	Location	194 West Ridge Pike, Limerick PA 19468			
	Start Up Date	September 1, 1998			
CODE	SUBCODE	PUMP STATION	DESCRIPTION	YEAR INSTALLED	COMMENTS
371.3		Pump Manufacturer	FLYGT	1998	Pump #2 replaced 7/28/2012 with pump from PS12
		Pump Model Number	3085		
		Type	Submersible		
		Pump GPM	200		#1 original @ 21 psi, #2 from ps 11 @ 28.
		Pump TDH Ft.	62, 16 1/4 psi static		
		Pump Size	4"		
		Motor HP	10		
		Motor Voltage	230		
370.3		Wet Well Size	8 ft. round x D		
371.3		Hatch	5'x 6' Alum		
371.3		Pump Control	Multitrode (MT 2PC) transducer		Scada control panel-Monitor Pro
371.3		CONTROL PANEL		1998	
		Manufacturer	ITT-FLYGT		
		Model/serial number			
361		MANHOLES (number)			
		material	Precast		
		size	4' diam.		
		depth			
371		GRINDER		1998	
		manuf./model	Muffin monster		Hydraulic unit
		HP			Parker Hypak
371		CRAIN/HOIST			
		Manuf./model	N/A		
360		VALVES	Valve Pit- Concrete		9'x 7' / 3.5x 3.5' Alum Hatch
		Type/Manf./size/#	Citack/ CLOW/ 6" (2)		4.5'x 3.5' Alum Hatch
			GATE/ CLOW/ 6" (3)		1 Bypass
355		GENERATOR			
		Manufacturer	Cummins Onan	1998	
		Generator KW	69		75 KVA
		Generator HP	93		
		Fuel Tank (Gals)	140		
355		ATS (manf/model #)	ASCO		Onan ATS-removed
360		FORCE MAIN			
		Force Main Size	6"		
		Force Main Mat.	Ductile Iron		
		Length in Feet	2476		
354.2		BUILDING		1998	
		SIZE	14'x15'		
		Main Structure Material	Concrete block w/ brick façade		
		Roof type	Asphalt shingles		
		Doors (number /material)	(1) 6'x7' Double Steel		
		lighting	fluorescent		

Pump Station #10 Information Sheet

Pump Station #11 - AKA Llewellyn Lane Pump Station

Pump Station 11 was demolished as part of the Pump Station 20 construction project on Gratersford Road.

Facility Description (see attached Information Sheet)

Pump Station #11 was located on Llewellyn Lane and was installed in 1998. The pump station was demolished in 2015 and all flow diverted to new Pump Station #20.

Facility Construction Cost – Pump Station 9

<u>Year</u>	<u>Cost</u>	<u>Description</u>	<u>Source</u>
1998	\$226,600	Initial facility cost including pump station, building, generator, forcemain, valve chamber, surge chamber, fencing, paving, etc.	Tapping Fee calculations

Pump Station #11 Information Sheet

PUMP STATION #11*					
CODE	SUBCODE	PUMP STATION	DESCRIPTION	YEAR INSTALLED	COMMENTS
371.3		Pump Manufacturer			*Pump Station Demolished
		Pump Model Number			
		Type			
		Pump GPM	90		
		Pump TDH Ft.	88		
		Pump Size	4"		
		Motor HP	10		
		Motor Voltage	230		
370.3		Wet Well Size	7.5 ft. round		
371.3		Pump Control	Multitrode		
371.3		CONTROL PANEL			
		Manufacturer			
		Model/serial number			
371		GRINDER			
		manuf./model			
		HP			
371		CRAIN/HOIST			
		Manuf./model			
360		VALVES			
		Type/Manf./size/#			
355		GENERATOR			
		Manufacturer		1998	
		Generator KW			
		Generator HP	102		
		Fuel Tank (Gals)	140		
355		ATS (manf/model #)			
360		FORCE MAIN			
		Force Main Size	4"		
		Force Main Mat.	PVC		
		Length in Feet	4400		
354.2		BUILDING			
		SIZE			
		Main Structure Material			
		Roof type			
		Doors (number /material)			
		lighting			
		ELECTRICAL			
371.3		MCC			
396		Alarm System (manf/ model)			
354.3		HVAC			
		Type/Manf./Model #			
364		flow meter			
364		chart recorder			
354.3		Hydrants			
354.3		Fence (length and type)			
354.3		paving and walkways			

Pump Station #11 Information Sheet

Pump Station #12 - AKA Bradford Woods Pump Station

Facility Description (see attached Information Sheet)

Pump Station #12 is located at 97 Bartlett Drive and is equipped with two (2) explosion proof 94-GPM FLYGT submersible pumps. Wastewater is discharged through an 1840 foot, four (4) inch DIP force main that ties into the existing sewage collection system at Tanglewood. The pump station was installed in 2000.

The pump wet well is a precast concrete unit (6 ft diameter, approximately 20' deep) with two aluminum hatchways, one of which is 4.5'x4.5' and the other is 1.5'x2'. The control panel is a Multirode MT 2PC manufactured by ITT FLYGT. The pump system has a separate precast concrete valve box (9'x7') with two aluminum hatchways, one of which is 3.5'x3.5' and the other is 4.5'x4.5'. There are two Kennedy 4" check valves and three Kennedy 4" gate valves. The influent line to the wet well contains a Muffin Monster grinder which is hydraulically operated via a 5 HP unit located in the Generator Building. The flow meter is a Sparling Tiger Mag meter unit with a Sparling chart recorder.

The Generator Building (15' x 17') is constructed of concrete block with a brick façade and an asphalt shingle roof. The building contains fluorescent lighting, a (5'x7') steel double door, QMark Electric unit heater and a PENN Ventilator 36"x36" motorized louver. The facility is service by a 10KV transformer with 200 AMP main panel. The alarm system is a Verbatim/RACO-Series VSS unit.

The Generator is a Cummins/ ONAN 140 KW 188 HP diesel operated unit with an integral 336 gal diesel tank. The Automatic Transfer Switch (ATS) is manufactured by ONAN OTC-3385670.

The entire facility is surrounded by a 65' by 70' chain link fence and there is a Woodford Freeze Proof 1" yard hydrant on site.

Property Condition

The Generator is serviced on a regular basis and operates satisfactorily. The building is in very good condition, the roof is in good condition and all HVAC systems work satisfactorily.

Facility Construction Cost – Pump Station 12

<u>Year</u>	<u>Cost</u>	<u>Description</u>	<u>Source</u>
2000	\$183,500	Initial facility cost including pump station, building, generator, forcemain, valve chamber, fencing, paving, etc.	Escrow



1 Pump Station #12 – Overall Site.



2 Pump Station #12 – Wet Well Interior.



3 Pump Station #12 – Building Exterior



4 Pump Station #12 – Building Interior

Pump Station #12 Information Sheet

PUMP STATION #12					
CODE	SUBCODE	PUMP STATION	DESCRIPTION	YEAR INSTALLED	COMMENTS
371.3		Pump Manufacturer	FLYGT	2000	
		Pump Model Number			
		Type	Submersible		
		Pump GPM	94		
		Pump TDH Ft.	211		
		Pump Size	4"		
		Motor HP	23		
		Motor Voltage	230		
370.3		Wet Well Size	6 ft. round		
370.3		Hatchway	4.5'x4.5' Alum/ 1.5'x2' Alum		
371.3		Pump Control	Multitrode MT 2PC		
371.3		<u>CONTROL PANEL</u>			
		Manufacturer	ITT FLYGT		
		Model/serial number			
361		<u>MANHOLES (number)</u>			
		material	Precast (4)		
		size	4' diam.		
		depth			
371		<u>GRINDER</u>			
		manuf./model	Muffin Monster		
		HP	5		
371		<u>CRAIN/HOIST</u>			
		Manuf./model	Portable Chain Hoist		
360		<u>VALVES</u>			
		9'x7' Valve Box Concrete		4.5x4.5 Hatch Alum	
		Type/Manf./size/#	Kennedy/ Check/ 4" (2)	3.5x3.5' Hatch Alum	
			Kennedy/ Gate/ 4" (3)	One Bypass	
355		<u>GENERATOR</u>			
		Manufacturer	Cummins/ ONAN	2000	DGEA-3387389
		Generator KW	140		
		Generator HP	188		
		Fuel Tank (Gals)	336		
355		ATS (manf/model #)	ONAN OTC-3385670		
360		<u>FORCE MAIN</u>		2000	
		Force Main Size	4"		
		Force Main Mat.	Ductile Iron		
		Length in Feet	1840		
354.2		<u>BUILDING</u>		2000	
		SIZE	15x17		
		Main Structure Material	Concrete block/ brick façade		
		Roof type	Asphalt Shingles		
		Doors (number /material)	6'x7' Double Door steel		
		lighting	Fluorescent		
		<u>ELECTRICAL</u>			
371.3		MCC	10 KV Transformer/ 200 AMP Main Panel Box		
396		Alarm System (manf/ model)	Verbatim/RACO-Series VSS		

Pump Station #12 Information Sheet

Pump Station #13 - AKA Bradford Woods Pump Station

Facility Description (see attached Information Sheet)

Pump Station #13 is located at 3 Bradford Drive and is equipped with two (2) explosion proof 37.5-GPM FLYGT submersible pumps and Pump #2 was added in 2006. Wastewater is discharged through a 1000 foot, long two (2) inch PVC force main that ties into the existing sewage collection system at Cambridge. The pump station was installed in 2000.

The pump wet well is a precast concrete unit (5 ft. round) with one aluminum hatchway 3.5'x3'. The control panel is Multirode MT 2PC manufactured by FLYGT ITT. The pump system has a separate precast concrete valve box (7'x7'x5.5') with two aluminum hatchways, one of which is 3.5'x3.5' and the other is 2'x2'. There are two 2" CLOW check valves and two 2" CLOW gate valves with a 2" bypass. The flow meter is a Sparling Tiger Mag meter unit with a Sparling chart recorder.

The Generator Building is constructed of concrete block with a brick façade and an asphalt shingle roof. The building contains fluorescent lighting, a (5'x7') steel double door, Dayton Electric unit heater and a PENN Ventilator 36"x36" louver. The facility is serviced by a 10KV transformer with 200 AMP main panel. The alarm system is a Verbatim/RACO-Series VSS unit.

The Generator is a Cummins/ ONAN 20 KW 27 HP diesel operated unit with an integral 70-gal diesel tank. The Automatic Transfer Switch (ATS) is manufactured by ONAN (serial #OTC-4478161).

The facility is surrounded by a 34' by 40' chain link fence and there is a Woodford Freeze Proof 1" fire hydrant on site. There is hydrogen peroxide LMI dosing pump system for odor control. The tanks are located within an ENPAC shelter.

Property Condition

The Generator is serviced on a regular basis and operates satisfactorily. The building is in very good condition, the roof is in good condition and all HVAC systems work satisfactorily.

Facility Construction Cost – Pump Station 13

<u>Year</u>	<u>Cost</u>	<u>Description</u>	<u>Source</u>
2000	\$303,239.50	Initial facility cost including pump station, building, generator, forcemain, valve chamber, fencing, paving, etc.	Escrow



1 Pump Station #13 – Wet Well Exterior.



2 Pump Station #13 – Wet Well Interior.



3 Pump Station #13 – Building Exterior.



4 Pump Station #13 – Building Interior.

Pump Station #13 Information Sheet

PUMP STATION #13					
		Station Name	Bradford Woods	Phone # 610-287-6049	
		Location	3 Bradford Drive, Schenksville, PA 19473		
		Start Up Date	June 26, 2000		
CODE	SUBCODE	PUMP STATION	DESCRIPTION	YEAR INSTALLED	COMMENTS
371.3		Pump Manufacturer	FLYGT	2000	
		Pump Model Number	MP 3068HT	2006	PUMP 2- 2006
		Type	Submersible		
		Pump GPM	27.5		
		Pump TDH Ft.	54		
		Pump Size	2"		
		Motor HP	2.7		
		Motor Voltage	230		
370.3		Wet Well Size	5 ft. round		
370.3		Hatchway	3.5x3' Alum		
371.3		Pump Control	Multitrode-MT2PC		
371.3		CONTROL PANEL			
		Manufacturer	FLYGT ITT		
		Model/serial number			
361		MANHOLES (number)			
		material	Precast (1)		
		size	4'		
		depth			
371		GRINDER	N/A		
		manuf./model			
		HP			
371		CRAIN/HOIST			
		Manuf./model	Portable DLB 1200		
360		VALVES	7'x7' x5.5'D Concrete		
		Type/Manf./size/#	Check/CLOW/ 2" / (2)		2'x2'Alum Hatch
			Gate/ CLOW/ 2" / (2)		3.5x3.5' Alum Hatch
			2" PVC Bypass		
355		GENERATOR			
		Manufacturer	Cummins/ ONAN	2000	DKAE-4478162
		Generator KW	20		
		Generator HP	27		
		Fuel Tank (Gals)	70		
355		ATS (manf/model #)	ONAN		OTA-4478161
360		FORCE MAIN			
		Force Main Size	2"		
		Force Main Mat.	PVC		
		Length in Feet	1000		
354.2		BUILDING		2000	
		SIZE			
		Main Structure Material	Concrete Block/ Brick Façade		
		Roof type	Asphalt Shingles		
		Doors (number /material)	Steel Double Door 6'x7' H		
		lighting	Fluorescent		

Pump Station #13 Information Sheet

Pump Station #14 - AKA Bradford Woods Pump Station

Facility Description (see attached Information Sheet)

Pump Station #14 is located at 89 Bradford Drive and is equipped with two (2) explosion proof 103-GPM FLYGT submersible pumps. Wastewater is discharged through 1865-foot long four (4) inch ductile iron force main that ties into the existing sewage collection system at Manhole C03 in Tanglewood Drive. The pump station was installed in February 2000.

The pump wet well is a precast concrete unit (6 ft. diameter, approximately 20 ft. deep) with one 4.5' x 4.5' aluminum hatchway. The control panel is manufactured by ITT FLYGT with an OMNI Site Crystal Ball Monitoring unit. The pump system has a separate precast concrete valve box (7' x 9') with a 4' x 4' aluminum hatchway and 3.5'x3.5' hatchway. There are two Kennedy 4" check valves and three 4" Kennedy gate valves with one bypass. The flow meter is a Sparling Tiger Mag meter unit (FM657) with a Sparling chart recorder.

The influent line to the wet well contains a Muffin Monster grinder which is hydraulically operated via a 5 HP unit located in the Generator Building.

The Generator Building (17' x 14.5') is constructed of concrete block with a brick façade and an asphalt shingle roof. The building contains fluorescent lighting, a (6'x7') steel double door, an electric heater unit and a 3'x3' galvanized steel louver. The facility is serviced by a 10KVa transformer with 150 AMP and 120 AMP panels.

The Generator is a Cummin/ ONAN 140 KW 188 HP diesel operated unit with an integral 336-gal diesel tank. The Automatic Transfer Switch (ATS) is manufactured by ONAN.

The facility is surrounded by a 40' by 40' chain link fence with a 16' double swing gate. There is a Woodford Freeze Proof 1" fire hydrant on site.

Property Condition

The Generator is serviced on a regular basis and operates satisfactorily. The building is in very good condition, the roof is in good condition and all HVAC systems work satisfactorily.

Facility Construction Cost – Pump Station 14

<u>Year</u>	<u>Cost</u>	<u>Description</u>	<u>Source</u>
2000	\$211,500	Initial facility cost including pump station, building, generator, forcemain, valve chamber, fencing, paving, etc.	Escrow



1 Pump Station #14 – Wet Well Exterior.



2 Pump Station #14 – Wet Well Interior.



3 Pump Station #14 – Building Exterior.



4 Pump Station #14 – Building Interior.

Pump Station #14 Information Sheet

PUMP STATION #14					
		Station Name	Bradford Woods	Phone # 610-287-5091	
		Location	89 Bradford Drive, Schwenksville, PA 19473		
		Start Up Date	February 29, 2000		
CODE	SUBCODE	PUMP STATION	DESCRIPTION	YEAR INSTALLED	COMMENTS
371.3		Pump Manufacturer	FLYGT	2000	
		Pump Model Number			
		Type	Submersible		
		Pump GPM	103		
		Pump TDH Ft.	187		
		Pump Size	4"		
		Motor HP	23		
		Motor Voltage	230		
370.3		Wet Well Size	6 ft. round		Concrete Interior Coating peeling below water line
370.3		Hatchway	4.5'x4.5' Alum		
371.3		Pump Control	Multitrode		MT 2 PC/Monitor Pro
371.3		<u>CONTROL PANEL</u>			
		Manufacturer	ITT FLYGT		
		Model/serial number	OMNI Site Crystal Ball		
361		<u>MANHOLES (number)</u>			
		material	Precast (2)		
		size	4' diam.		
		depth			
371		<u>GRINDER</u>			
		manuf./model	Muffin Monster	2000	Hydraulic
		HP			
371		<u>CRAIN/HOIST</u>			
		Manuf./model	Portable cable		
360		<u>VALVES</u>	7'x9' Concrete Chamber		4'x4' Alum Hatch 3.5x3.5' Alum Hatch
		Type/Manf./size/#	Check/ Kennedy/ 4" (2)		
			Gate/ Kennedy/ 4" (3)		One Bypass
355		<u>GENERATOR</u>			
		Manufacturer	Cummin/ ONAN	2000	
		Generator KW	140		
		Generator HP	188		
		Fuel Tank (Gals)	336		
355		ATS (manf/model #)	ONAN		OTC-3385645
360		<u>FORCE MAIN</u>			
		Force Main Size	4"		
		Force Main Mat.	Ductile Iron		
		Length in Feet	1865		
354.2		<u>BUILDING</u>			
		SIZE	17"x14.5"	2000	
		Main Structure Material	Concrete Block/ Brick façade		
		Roof type	Asphalt shingles		
		Doors (number /material)	Double Steel door 6'x7'		
		lighting	Fluorescent		

Pump Station #14 Information Sheet

Pump Station #15 - AKA Estates of Landis Brooke Pump Station

Facility Description (see attached Information Sheet)

Pump Station #15 is located at 148 Sunny Brook Road and is equipped with two (2) explosion proof 33-GPM Hydromatic submersible grinder pumps. Wastewater is discharged through a 1000 foot, two (2) inch PVC force main that ties into the existing sewage collection system Sunny Brook Road. The pump station was installed in 2006.

The pump wet well is a precast concrete unit (5 ft. in diameter, approximately 20 ft. deep) with one 2.5' x 3.5' aluminum hatchway. The control panel is manufactured by ITT FLYGT

The Generator Building (15' x 15') is constructed of concrete block with a brick façade and an asphalt shingle roof. The building contains fluorescent lighting, a steel double door

The Generator is a Cummins 20 KW diesel operated unit with an integral diesel tank. The Automatic Transfer Switch (ATS) is manufactured by ASCO.

The entire property is surrounded by a 50' by 45' chain link fence.

Property Condition

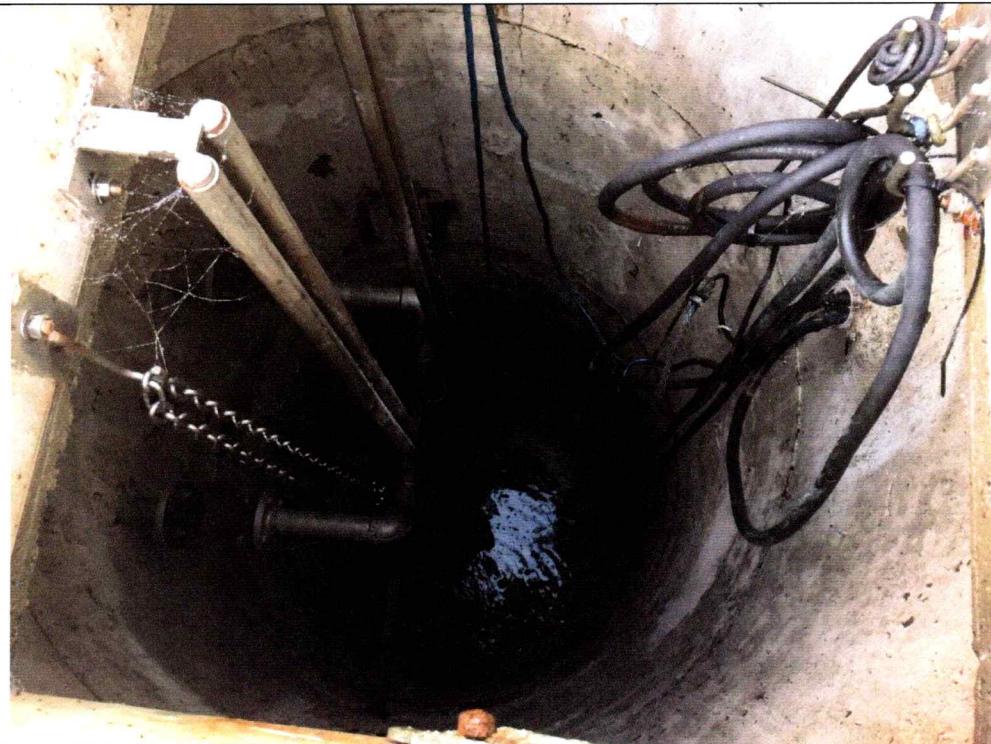
The Generator is serviced on a regular basis and operates satisfactorily. The building is in very good condition, the roof is in good condition and all HVAC systems work satisfactorily.

Facility Construction Cost – Pump Station 15

<u>Year</u>	<u>Cost</u>	<u>Description</u>	<u>Source</u>
2006	\$170,000	Initial facility cost including pump station, building, generator, fencing, paving, etc.	Escrow



1 Pump Station #15 – Wet Well Exterior.



2 Pump Station #15 – Wet Well Interior.



3 Pump Station #15 – Building Exterior.



4 Pump Station #15 – Building Interior.

Pump Station #15 Information Sheet

PUMP STATION #15					
CODE	SUBCODE	PUMP STATION	DESCRIPTION	YEAR INSTALLED	COMMENTS
371.3		Pump Manufacturer	FLYGT	2006	
		Pump Model Number	3068		
		Type	Submersible		Grinder Pumps
		Pump GPM	33		
		Pump TDH Ft.	48		
		Pump Size	2" grinder		
		Motor HP	2.3 HP		
		Motor Voltage	240		
370.3		Wet Well Size	5 ft. round		
371.3		Pump Control	Multitrode		
371.3		Hatch	2.5'x3.5' Alum Hatch		
371.3		CONTROL PANEL			
		Manufacturer	ITT FLYGT		
		Model/serial number			
361		MANHOLES (number)			
		material	Precast (1)		
		size			
		depth			
371		GRINDER			
		manuf./model	N/A		
		HP			
371		CRAIN/HOIST			
		Manuf./model	Halliday Portable SS		
360		VALVES			
		Type/Manf./size/#	2" gate valve		no valve pit
355		GENERATOR			
		Manufacturer	Cummins	2006	
		Generator KW	20		
		Generator HP	32 HP		
		Fuel Tank (Gals)	79 integral tank		5.5'x 2.2'x 1.2' H-163 gal auxiliary tank
355		ATS (manf/model #)	ASCO		
360		FORCE MAIN			
		Force Main Size	2"		
		Force Main Mat.	Sch 21 PVC		
		Length in Feet	1000		
354.2		BUILDING			
		SIZE	15'x15'	2006	
		Main Structure Material	Concrete Block- Brick Façade		
		Roof type	Asphalt Shingle		
		Doors (number /material)	Double steel 7'x 6' W		
		lighting	Fluorescent		
		ELECTRICAL			
371.3		MCC	125 AMP Main-disconnect and 125 AMP Panel		
396		Alarm System (manf/ model)	RACO Verbatim		

Pump Station #15 Information Sheet

Pump Station #16 - AKA Brook Evans Pump Station

Facility Description (see attached Information Sheet)

Pump Station #16 is located at 182 Longview Road, Royersford, PA 19468, adjacent to the Possum Hollow Wastewater Treatment Plant, and is equipped with Three (3) explosion proof 319-GPM FLYGT submersible pumps. Wastewater is discharged through a 364 foot, ten (10) inch Ductile Iron force main that ties into the influent box/forcemain chamber at the Possum Hollow Treatment Plant. The pump station was installed in 2003.

The pump wet well is a precast concrete unit (8 ft diameter, XXXX ft. deep). The control panel is manufactured by FLYGT and the system has a multirode flow meter. The pump system has a separate precast concrete valve box (12.5' x 10.4') with a 4' x 4' aluminum hatchway and a 5' x 5' aluminum hatchway. The influent line to the wet well contains a Muffin Monster grinder. There are three (3) PRATT 10" plug valves, three (3) PRATT 10" Gate valves, with two (2) 4" surge and bypass valves.

All the equipment onsite is located outdoors. There is no generator building onsite. The pump station is connected to the generator located at the Possum Hollow Wastewater Treatment Plant, adjacent to the site (Refer to the Possum Hollow Wastewater Treatment Plant Section of this Report).

The entire property is surrounded by a 60' by 60' chain link fence with a 12' double gate a 4' wide main gate.

Property Condition

The pump station and all the existing control panels are in good condition.

Facility Construction Cost – Pump Station 16

<u>Year</u>	<u>Cost</u>	<u>Description</u>	<u>Source</u>
2003		The Pump Station was installed as part of the Possum Hollow Treatment Plant. Information regarding individual cost breakdowns at the plant could not be found. Based on a sim	Tapping Fee calculations
2016	\$4,900	Grinder Rebuild	Depreciated Asset List



1 Pump Station #16 – Overall Site.



2 Pump Station #16 – Wet Well Interior.



3 Pump Station #16 – Wet Well Exterior.



4 Pump Station #16 – Control Panel.

Pump Station #16 Information Sheet

PUMP STATION #16					
CODE	SUBCODE	PUMP STATION	DESCRIPTION	YEAR INSTALLED	COMMENTS
371.3		Pump Manufacturer	FLYGT	2003	
		Pump Model Number			
		Type	Submersible		
		Pump GPM	319		
		Pump TDH Ft.	90		
		Pump Size	4"		
		Motor HP	18		3 pumps
		Motor Voltage	480		
370.3		Wet Well Size	8 ft. round		
371.3		Pump Control	Multitrode		3 pc
371.3		Hatch			
371.3		<u>CONTROL PANEL</u>			
		Manufacturer	FLYGT		
		Model/serial number			
361		<u>MANHOLES (number)</u>			
		material	2 precast		
		size			
		depth			
371		<u>GRINDER</u>			
		manuf./model	Muffin Monster	2003	
		HP			
371		<u>CRAIN/HOIST</u>			
		Manuf./model			
360		<u>VALVES</u>	Hatch 4'x4' Alum; 5'x5' Alum		
			Concrete 12.5'x10.4'		
		Type/Manf./size/#	Plug/10"/ PRATT (3)		
			Gate/ 10"/ PRATT (3)		4"/(2)- Surge & Bypass
			Sump Pump		
355		<u>GENERATOR</u>		2003	
		Manufacturer			
		Generator KW			
		Generator HP			
		Fuel Tank (Gals)			
355		ATS (manf/model #)			
360		<u>FORCE MAIN</u>			
		Force Main Size	10"		
		Force Main Mat.	Ductile Iron		
		Length in Feet	364		
354.2		<u>BUILDING</u>		2003	
		SIZE			
		Main Structure Material			
		Roof type			
		Doors (number /material)			
		lighting			
		<u>ELECTRICAL</u>			
371.3		MCC	FLYGT (Main power control)		
396		Alarm System (manf/ model)	Cell Tower/ Monitor Pro 60'+		

Pump Station #16 Information Sheet

Pump Station #17 - AKA Possum Hollow Run Pump Station

Facility Description (see attached Information Sheet)

Pump Station #17 is located at 257 Longview Road and is equipped with three (3) explosion proof 500-GPM Hydromatic submersible pumps. Wastewater is discharged through a 364 foot, eight (8) inch ductile iron force main that ties into the existing sewage collection system at Pump Station 16 leading into the Possum Hollow Treatment Plant. The pump station was installed in 2003.

The pump wet well is a precast concrete unit (8 ft. diameter, xx dee[]) with two aluminum hatchways, one of which is 92"x45" and the other is 35"x28". The control panel is manufactured by FLYGT. The unit is also programmed to record flow volumes with an Endress & Hauser Chart Recorder and for high and low level alarms with a RACO Verbatim VSS. The pump system has a separate precast concrete valve box (10' x 12.5' x 7' deep) with two aluminum hatchways, one of which is 5'x5' and the other is 4'x4'. There are three PRATT 8" check valves, three 8" PRATT gate valves and two 4" plug valves for bypass & surge bypass, installed in 2003. The influent line to the wet well contains a Muffin Monster grinder which is hydraulically operated via a 5 HP unit located in the Generator Building.

The Generator Building (16' x 16') is constructed of concrete block with a stone façade and an asphalt shingle roof. The building contains fluorescent lighting, a steel double door, a Modine electric heater unit, an Intake Motorized Louver (2'x 3'), Greenneck Exhaust Fan and an Exhaust Generator louver (38"x38"). There is no MCC unit in the building, all power for the facility is distributed from the Electrical Panel. The panel includes a 225 AMP (PP), 60 AMP (LPC) and a 150 AMP Main Breaker.

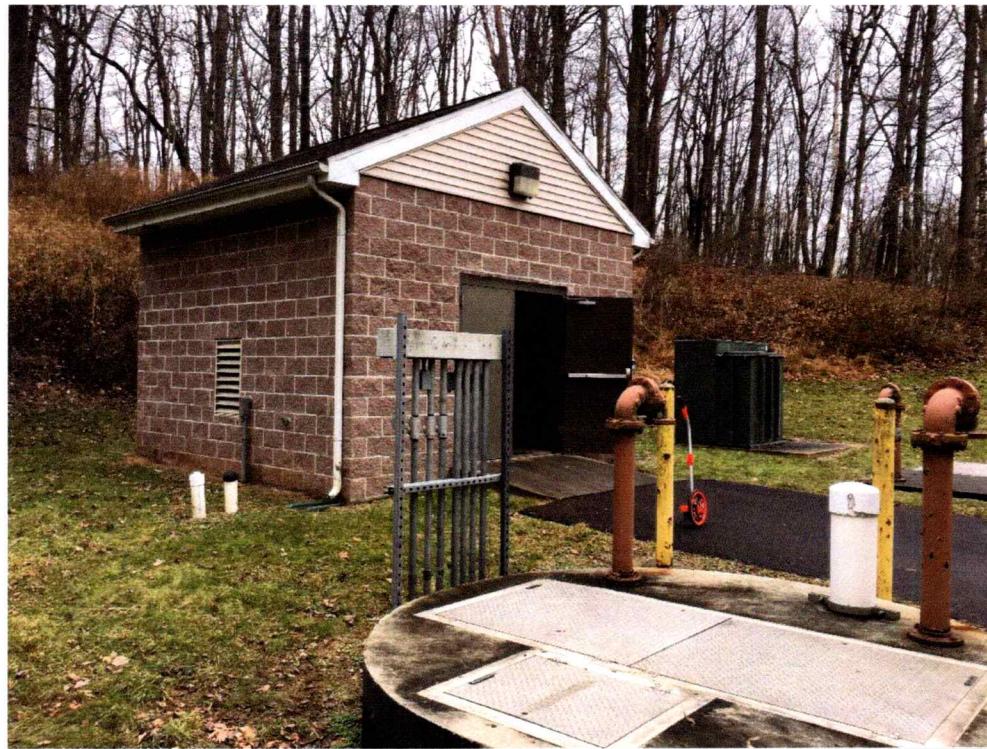
The Generator is a Cummins 50 KW diesel operated unit with an integral 75 gal diesel tank. The Automatic Transfer Switch (ATS) is manufactured by Cummins/ Tuss.

Property Condition

The Generator is serviced on a regular basis and operates satisfactorily. The building is in very good condition, the roof is in good condition and all HVAC systems work satisfactorily.

Facility Construction Cost – Pump Station 17

<u>Year</u>	<u>Cost</u>	<u>Description</u>	<u>Source</u>
2003		The Pump Station was installed as part of the Possum Hollow Treatment Plant. Information regarding individual cost breakdowns at the plant could not be found. Based on a sim	Tapping Fee calculations



1 Pump Station #17 – Overall Site.



2 Pump Station #17 – Wet Well Interior.



3 Pump Station #17 – Wet Well Exterior.



4 Pump Station #17 – Building Interior.

Pump Station #17 Information Sheet

PUMP STATION #17					
		Station Name	Possum Hollow Run	Phone # 610-495-2174	
		Location	257 Longview Rd., Royersford, PA 19468		
		Start Up Date	June 5, 2003		
CODE	SUBCODE	PUMP STATION	DESCRIPTION	YEAR INSTALLED	COMMENTS
371.3		Pump Manufacturer	FLYGT	2003	3 pumps
		Pump Model Number			
		Type	Submersible		
		Pump GPM	500		
		Pump TDH Ft.	90		
		Pump Size	4"		
		Motor HP	18		
		Motor Voltage	480		
370.3		Wet Well Size	8 ft. round		
371.3		Pump Control	Multitrode		MT 3pc
371.3		Hatch	92"x45" Alum, 35"x28" Alum		
371.3		CONTROL PANEL			
		Manufacturer	FLYGT		
		Model/serial number			
371		GRINDER			
		manuf./model	Muffin Monster	2003	Hydraulic
		HP	5		
371		CRAIN/HOIST			
		Manuf./model	N/A		
360		VALVES	Valve Box Concrete 10'x12.5'x7' D		
		Type/Manf./size/#	Plug/8"/PRATT (3)		(2) Plug-4" Bypass & Surge Bypass
			CHECK/8"/ PRATT (3)		5'x5' Alum Hatch
			Sump/ Lights (ICOR)		4'x4' Alum Hatch
355		GENERATOR			
		Manufacturer	Cummin	2003	
		Generator KW	50		
		Generator HP	82		
		Fuel Tank (Gals)	75		
355		ATS (manf/model #)	Cummins/ Tuss		240 Hrs
360		FORCE MAIN			
		Force Main Size	8"		
		Force Main Mat.	Ductile Iron		
		Length in Feet	364		
354.2		BUILDING		2003	
		SIZE	16'x16'		
		Main Structure Material	Concrete block w/ stone façade		
		Roof type	asphalt shingles		
		Doors (number /material)	1 double steel (6'x7' H)		
		lighting			
		ELECTRICAL			
371.3		MCC	225 AMP Panel (PP)		150 Main Breaker
396		Alarm System (manf/ model)	LPC Panel 60 AMP		Transformer 450 V?
			Verbatim RACO VSS		
CODE	SUBCODE	PUMP STATION	DESCRIPTION	YEAR INSTALLED	COMMENTS

Pump Station #17 Information Sheet

Pump Station #18 - AKA Raven's Claw Pump Station

Facility Description (see attached Information Sheet)

Pump Station #18 is located at 78 Masters Drive and is equipped with two (2) explosion proof 510-GPM Hydromatic submersible pumps. Wastewater is discharged through a 6370 foot, six (6) inch ductile iron force main that ties into the existing sewage collection system on Airport Road and eventually to Possum Hollow Treatment Plant. The pump station was installed in 2004.

The pump wet well is a precast concrete unit (8 ft. diameter, approximately 20 ft. deep) with one 5.5' x 5.5' aluminum hatchway. The control panel is manufactured by FLYGT. The unit is also programmed to record flow volumes and for high and low level alarms with a Motion Pro system. The pump system has a separate precast concrete valve box (7' x 11') with two aluminum hatchways, one of which is 55" x 54" and the other is 3.5' x 3.5'. There are three Milcentric 6" check valves, and three 6" Milcentric plug valves (1 bypass) and a sump pump, installed in 2004. The influent line to the wet well contains a Muffin Monster grinder which is hydraulically operated via a 5 HP unit located in the Generator Building. The building is equipped with a portable hoist.

The Generator Building (16' x 18') is constructed of concrete blocks with a stone façade and an asphalt shingle roof. The building contains fluorescent lighting, a steel double door (6' x 7'), a QMARK 5KW electric unit heater, a Greenneck Exhaust and a Milton Intake (53" x 48"). There is no MCC unit in the building, a 200 AMP disconnect is in the FLYGT control panel inside the building. The PECO transformer is located outside of the fence.

The Generator is a Cummins ONAN 150 KW diesel operated unit with an integral 366 gal diesel tank.

The entire property is surrounded by a 40' by 100' fence with a 14' gate. Located outside is a single hydrant. The facility previously utilizes a hydrogen peroxide dosing system. The system contains a 250 gallon polyethylene tank.

Property Condition

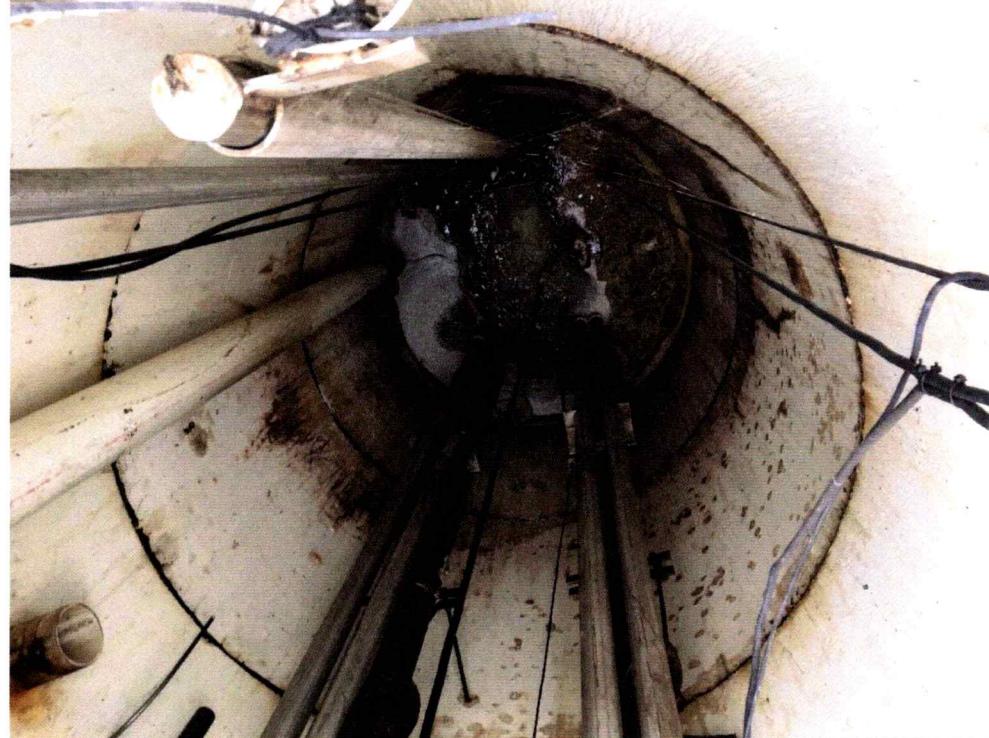
The Generator is serviced on a regular basis and operates satisfactorily. The building is in very good condition, the roof is in good condition and all HVAC systems work satisfactorily.

Facility Construction Cost – Pump Station 18

<u>Year</u>	<u>Cost</u>	<u>Description</u>	<u>Source</u>
2004	\$300,000	Information regarding the installation of this pump station could not be found, however, pump station 19 is of similar size was installed in 2007 for \$305,00.	Escrow for pump 19 installed in 2007.
2016	\$3,250.	Omni System Crystal Ball	Depreciated Asset List



1 Pump Station #18 – Wet Well Exterior.



2 Pump Station #18 – Wet Well Interior.



3 Pump Station #18 – Building Exterior.



4 Pump Station #18 – Building Interior.

Pump Station #18 Information Sheet

PUMP STATION #18					
		Station Name	Raven's Claw	Phone #	610-495-3046
		Location	78 Masters Drive, Pottstown, PA 19464		
		Start Up Date	October 14, 2004		
CODE	SUBCODE	PUMP STATION	DESCRIPTION	YEAR INSTALLED	COMMENTS
371.3		Pump Manufacturer	FLYGT	2004	
		Pump Model Number			
		Type	Submersible		
		Pump GPM	510		
		Pump TDH Ft.	166		
		Pump Size	4"		
		Motor HP	18		
		Motor Voltage	460		
370.3		Wet Well Size	8 ft. round, 9.5" OD		
371.3		Pump Control	Multitrode with high level floats	2pc	
371.3		Hatch	5.5'x5.5' Alum		
371.3		CONTROL PANEL			
		Manufacturer	FLYGT		
		Model/serial number			
361		MANHOLES (number)			
		material	3 precast		
		size			
		depth			
371		GRINDER			
		manuf./model	Muffin Monster		
		HP	5		
371		CRAIN/HOIST			
		Manuf./model	Portable Davit		
360		VALVES	Box Concrete 7'x11'		Hatch 55"x54" alum; 3.5'x3.5' alum
			Plug/ Milcanric/ 6" (3) 1		
		Type/Manf./size/#	Bypass sump pump		
			Chack/ Milcanric/ 6" (3)		
355		GENERATOR			
		Manufacturer	Cummins ONAN	2004	
		Generator KW	150		
		Generator HP	160		6TCA8303
		Fuel Tank (Gals)	366		
355		ATS (manf/model #)			
360		FORCE MAIN			
		Force Main Size	6"		
		Force Main Mat.	Ductile Iron		
		Length in Feet	6370		
354.2		BUILDING			
		SIZE	16'x18'	2004	
		Main Structure Material	block/ stone façade		
		Roof type	asphalt shingles		
		Doors (number /material)	6'x7' steel double door		
		lighting	Fluorescent		
		ELECTRICAL			
371.3		MCC	Transformer inside		200 AMP Main FLYGT
396		Alarm System (manf/ model)	Monitor Pro		PACO outside

Pump Station #18 Information Sheet

Pump Station #19 - AKA Springford Country Club Pump Station

Facility Description (see attached Information Sheet)

Pump Station #19 is located at 95 Country Club Road and is equipped with two (2) explosion proof 96-GPM Hydromatic submersible pumps. Wastewater is discharged through a 1300 foot, four (4) inch ductile iron force main that ties into an existing manhole located on Country Club Road and eventually to the King Road Treatment Plant. The pump station was installed in 2007.

The pump wet well is a precast concrete unit (6 ft. diameter, approx. 20 deep) with one 4' x 5.5' aluminum hatchway. The control panel is manufactured by ABB. The unit is also programmed to record flow volumes with a Monitor Pro – FLYGT meter and for high and low level alarms with a RACO Verbatim Cellular Signal Alarm System. The pump system has a separate precast concrete valve box (8' x 9' x 7' deep) with two aluminum hatchways, one of which is 4.5' x 4.5' and the other is 3.5'x3.5'. There are two 4" check valves, three 4" plug valves (1 bypass) and a sump pump located in the chamber, installed in 2007. The influent line to the wet well contains a Muffin Monster grinder which is hydraulically operated via a 5 HP unit located in the Generator Building.

The Generator Building (18' x 16') is constructed of concrete blocks with a stone façade and an asphalt shingle roof. The building contains fluorescent lighting, a steel double door (6'x7'), a QMARK electric unit heater, two galvanized motorized louver intakes (4'x 4') and a Greenneck Exhaust Fan. Power to the facility is supplied by a MCC 200 AMP Main Breaker, a 225 AMP Breaker Panel (PDP) and a 100 AMP Breaker Panel (LP). Also, installed is a toilet and hot water heater.

The Generator is a Cummins ONAN 40 KW diesel operated unit with an integral 75 gal diesel tank. The Automatic Transfer Switch (ATS) is manufactured by Cummins.

The entire property is surrounded by a 70' by 70' chain link fence. There is one hydrant located outside. The facility utilizes a hydrogen peroxide dosing system. The system contained 200 gallon polyethylene tank, and an LMI metering pump.

Property Condition

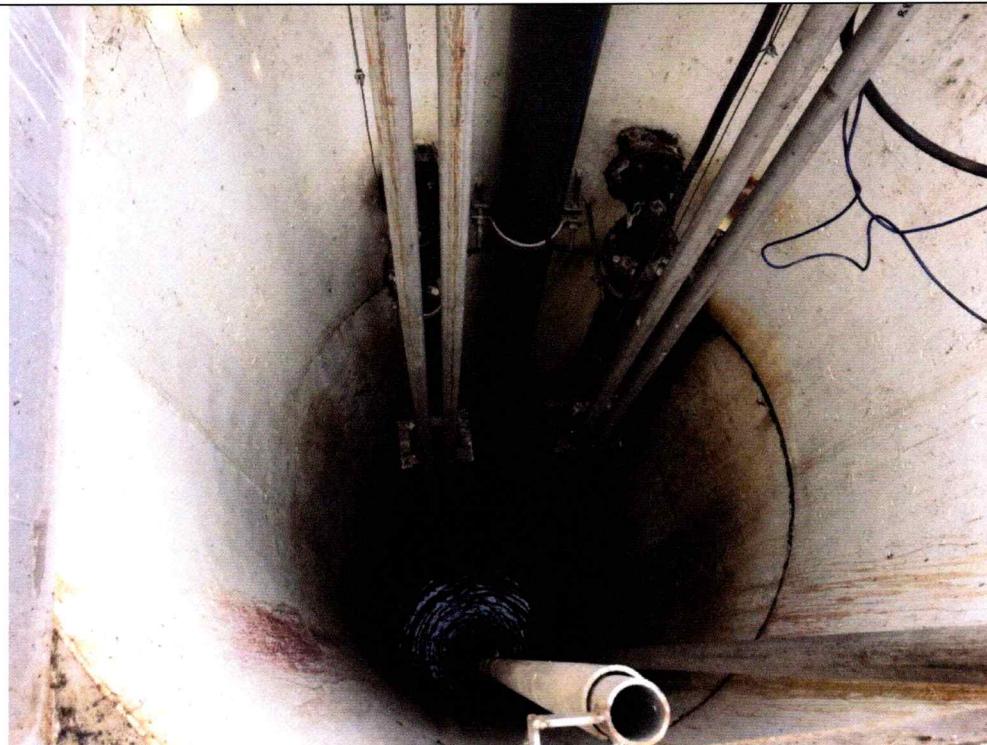
The Generator is serviced on a regular basis and operates satisfactorily. The building is in very good condition, the roof is in good condition and all HVAC systems work satisfactorily.

Facility Construction Cost – Pump Station 19

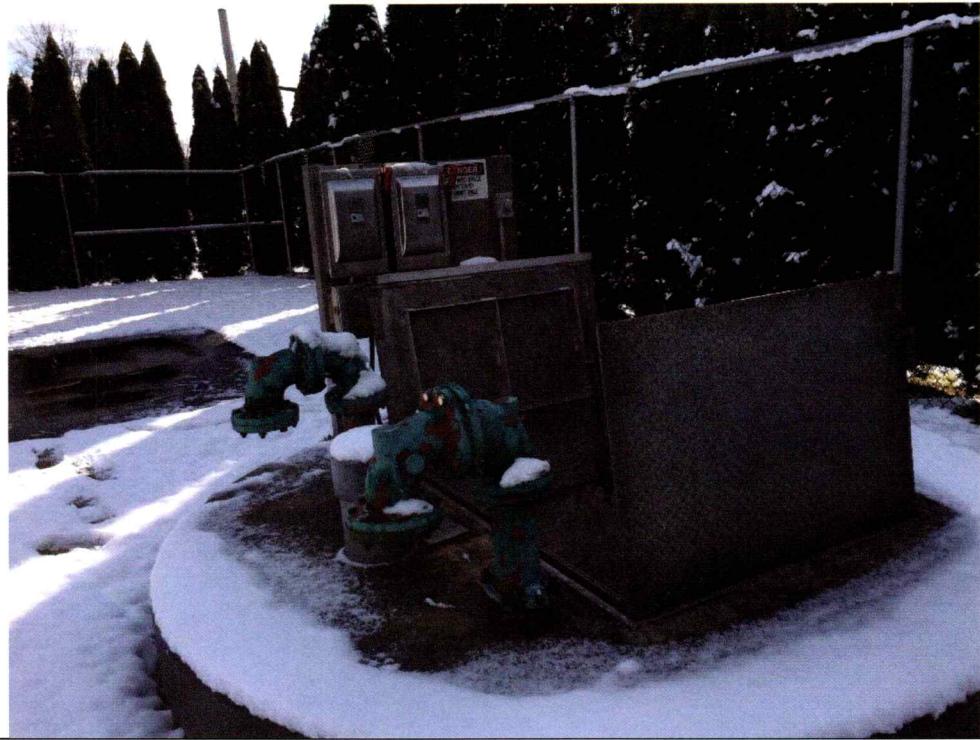
<u>Year</u>	<u>Cost</u>	<u>Description</u>	<u>Source</u>
2007	\$305,000	Initial facility cost including pump station, building, generator, valve chamber, fencing, paving, etc.	Escrow



1 Pump Station #3 – Overall Site.



2 Pump Station #19 – Wet Well Interior.



3 Pump Station #19 – Wet Well Exterior.



4 Pump Station #19 – Building Interior.

Pump Station #19 Information Sheet

PUMP STATION #19					
		Station Name	Springford Country Club	Phone # 610-792-2638	
CODE	SUBCODE	PUMP STATION	DESCRIPTION	YEAR INSTALLED	COMMENTS
371.3		Pump Manufacturer	FLYGT	2007	
		Pump Model Number			
		Type	Submersible		
		Pump GPM	96		
		Pump TDH Ft.	75		
		Pump Size	4"		
		Motor HP	10		
		Motor Voltage	230		
370.3		Wet Well Size	6' Round		Concrete
371.3		Pump Control	Multitrode with float backup		MT 2 PC
371.3		Hatch			4'x 5.5' Alum
371.3		CONTROL PANEL			
		Manufacturer	ABB-		
		Model/serial number	1658-P63170		
371		GRINDER			
		manuf./model	Muffin Monster	2007	Hydraulic 30005
		HP			
371		CRAIN/HOIST			
		Manuf./model	Portable 55		
360		VALVES	Valve Box Concrete Precast		8'x9'x7' D
		Type/Manf./size/#	Check/4"/ (2)		Hatch: 4.5x4.5' Alum, 3.5x3.5' Alum
			Plug/4"/ (3)	1 Bypass	Sump Pump
355		GENERATOR			
		Manufacturer	Cummins Onan	2007	DGHD-5762336
		Generator KW	40		
		Generator HP	82		
		Fuel Tank (Gals)	75		4.5x5' Exhaust Louver
355		ATS (manf/model #)	Cummins		
360		FORCE MAIN			
		Force Main Size	4"		
		Force Main Mat.	Ductile Iron		
		Length in Feet	1300		
354.2		BUILDING			
		SIZE	18'x16'	2007	
		Main Structure Material	Concrete Block w/ stone façade		
		Roof type	Asphalt shingles		
		Doors (number /material)	Double steel		6'W x 7' H
		lighting	Fluorescent/ outdoor pole light		
		ELECTRICAL			
371.3		MCC	200 AMP Main Breaker		
396		Alarm System (manf/ model)	225 AMP Breaker Panic (PDP)		Transformer size?
			100 AMP Breaker Panic (LP)		
			RACO verbatim/cellular		

Pump Station #19 Information Sheet

Pump Station #20 - AKA Gratersford Road Pump Station

Facility Description (see attached Information Sheet)

Pump Station #20 is located on Gratersford Road and is equipped with two (2) explosion proof 320-GPM FLYGT submersible pump. The pump control unit Muti-Smart FLYGT system. Wastewater is discharged through a four (4) inch force main. The pump station was installed in 2015.

The pump wet well is a precast concrete unit with aluminum hatchways. The control panel is manufactured by Schneider. The pump system has a separate precast concrete valve box with two aluminum hatchways, one of which is 42"x42" and the other is 54"x54". There are two GA Industries 6" check valves and three 6" GA Industries plug valves. The influent line to the wet well contains a Muffin Monster grinder which is hydraulically operated via a 5 HP unit located in the Generator Building.

The Generator Building is constructed of concrete block with a brown stone block façade and an asphalt shingle roof. The building contains florescent lighting, a steel double door, a QMark electric unit heater and 12" exhaust fan and 3'x5' motorized intake louver. The facility is serviced by a 225 Amp main panel and 110 Amp Control Panel. The alarm system is a VSS/Verbatim system. The building has a sink with tankless water heater and eye wash and shower station.

The Generator is a Cummins/ ONAN 80 KW/125 HP diesel operated unit. The Automatic Transfer Switch (ATS) is manufactured by TVSS/ ATS Cummins.

The facility previously utilized a hydrogen peroxide dosing system (900 gal. poly tank), which is now abandoned. There is a 1" freeze proof hydrant on site. A well was drilled (120' depth) on 6/25/15 has a 20GPM pump and 33 gal. receiving tank.

Property Condition

The building is in very good condition, the roof is in good condition and all HVAC systems work satisfactorily. All equipment is under 2 years old and in excellent working condition.

Facility Construction Cost – Pump Station 20

<u>Year</u>	<u>Cost</u>	<u>Description</u>	<u>Source</u>
2015	\$483,000	Initial facility cost including pump station, building, generator, valve chamber, fencing, paving, etc.	Escrow
2015	\$25,000	Forcemain	Escrow



1 Pump Station #20 – Wet Well Exterior.



2 Pump Station #20 – Wet Well Interior.



3 Pump Station #20 – Building Exterior.



4 Pump Station #20 – Building Interior.

Pump Station #20 Information Sheet

PUMP STATION #20					
	Station Name	Gratersford Road	Phone # 610-489-2063		
CODE	SUBCODE	PUMP STATION	DESCRIPTION	YEAR INSTALLED	COMMENTS
371.3		Pump Manufacturer	FLYGT	2015	
		Pump Model Number	3153		
		Type	Submersible		
		Pump GPM	320		
		Pump TDH Ft.			
		Pump Size			
		Motor HP			
		Motor Voltage			
370.3		Wet Well Size			
371.3		Pump Control	Multi-Smart FLYGT		
371.3		CONTROL PANEL			
		Manufacturer	SCHNEIDER		
		Model/serial number			
371		GRINDER			
		manuf./model	Muffin Monster		
		HP	5		
371		CRAIN/HOIST			
		Manuf./model			
360		VALVES			
		Type/Manf./size/#	Valve box		42"x42" & 54"x54" alum hatches
			Plug/GA Ind. /6" (3)		One Bypass and sump pump
			Check/ GA Ind./6" (2)		
355		GENERATOR			
		Manufacturer	Cummin/ONAN	2015	DSFAE-1419778
		Generator KW	80		
		Generator HP	125HP		
		Fuel Tank (Gals)			
355		ATS (manf/model #)	TVSS/ATS Cummins		
360		FORCE MAIN			
		Force Main Size	4"		
		Force Main Mat.			
		Length in Feet			
354.2		BUILDING		2015	
		SIZE			
		Main Structure Material			
		Roof type			
		Doors (number /material)			
		lighting			
		ELECTRICAL			
371.3		MCC	225 AMP Main 110 Amp Control Panel		
396		Alarm System (manf/ model)	Verbatim VSS		

Pump Station #20 Information Sheet

4.4.1 – LAND DEVELOPMENT ASSETS

4.4.2 - INTERCEPTORS

4.4.1 - LAND DEVELOPMENT ASSETS

Pennoni researched Township growth from 1988 to present for additions to the sewer system. Where available, escrow calculations, bid documents, tapping fee calculations and measurements from drawing were used.

A spread sheet with each development name has been prepared which provides the quantity of piping, number of manholes and original cost of installation. Where necessary an estimated cost was listed.

Escrows used for calculations are located in the Digital Files.

LIMERICK TOWNSHIP SEWAGE FACILITIES INVENTORY - LAND DEVELOPMENT ASSETS

Revised 3-31-2017

Development Name	No. of Manholes	Length of Pipe (LF)	Pipe Size	Material	Original Cost	Escrow Date	Estimated Completion Year	Pump Station
190 Airport Rd	1	447	6"	PVC	\$ 30,272	4/4/2013	2014	
292-296 W. Ridge Pike	5	680	6"	SDR-35	\$ 41,610	2/28/2006	2006	
57 Neiffer Rd	6	903	8"	PVC	\$ 25,836	6/24/2013	2015	
Abbey Downs (Ph. 2-3)	29	1,740	6"	SDR-35	\$ 185,848	5/25/93 (Ph. 3)	1994	6
Aronimink	20	3,022	8"	SDR-35	\$ 118,001	11/17/1988	1989	5
Ashbrook Estates (Ph. 1-4)	27	6,417	8"	PVC	\$ 286,855	-	2004	6
Ashford SD	9	1,590	8"	SDR-35	\$ 73,568	4/9/98 (Release #1)	1999	16
Bellemeade	7	630	6"	PVC	\$ 62,676	7/9/2003	2004	6
Bradford Woods	92	13,450	8"	SDR-35	\$ 835,625	.1999	2000	12,13,14
		2,234	8"	SDR-26	\$			
		5,678	6"	SDR-35	\$			
		234	6"	SDR-26	\$			
		7,544	4"	DI	\$ 194,378	.1999	2000	12,14
		1,085	2"	PVC	\$ 13,020	.1999	2000	13
Brookwood SD (Sara Ln)	3	493	8"		\$ 27,502	3/13/1991	1991	5
Brownback Road Subdivision	1	164	6"	PVC	\$ 27,270	9/3/2010	2011	5
Bruster's Ice Cream	0	200	8"	PVC	\$ 8,975	3/9/2006	2006	
Calamia Subdivision	2	145	6"	PVC	\$ 570	SDR-35	\$ 73,021	12/23/2003
Chapel Heights/The Fields	15	29	4"		245	SBR-24	\$ 111,819	-
Cherry Ridge	12	560	8"	PVC	137	8"	DIP	1990
		360	6"	SDR-26	2,351	8"	\$ 195,551	2
		560	4"	SBR-26	—	7/25/2014	2016	

LIMERICK TOWNSHIP SEWAGE FACILITIES INVENTORY - LAND DEVELOPMENT ASSETS

Revised 3-31-2017

Development Name	No. of Manholes	Length of Pipe (LF)	Pipe Size	Material	Original Cost	Escrow Date	Estimated Completion Year	Pump Station
Chestnut Pointe	19	3,675	8"	SDR-35	\$ 155,026	6/8/1999	2000	6
Church Hill Estates (Ph. 1-2)	14	1,352	6"					
Costco	10	1,736	8"	PVC	\$ 64,984	8/27/07 (Ph. 2)	2008	5
Country Club Estates/D'Innocenti Tract	55	620	6"	SDR-35	\$ 162,417	2/23/2010	2011	--
Crosswinds	14	2,025	8"	PVC				
D&L Associates	5	164	6"	PVC				
Deer Run	21	7,120	8"	PVC				
Ely Property Subdivision	6	1,400	4"	DIP				
Estates At Landis Brooke	17	3,050	6"	PVC				
Evans brooke	18	1,362	8"	SDR-35	\$ 169,064	1/14/2000	2001	5
Evans Creek Industrial Park	12	2,708	8"	PVC				
Faircrest Farm (Ph 1-4)	37	1,120	6"	PVC				
Fernwood Retail	7	1,399	8"	--	\$ 35,320	12/10/1987	1989	
Four Maples Development	3	260	6"	PVC	\$ 172,811			
Fox Ridge	33	2,760	8"	DIP				
GB Sheds	1	1,731	6"	SDR-35	\$ 148,280	10/4/2007	2008	16
		351	8"	DIP	\$ 477,620	4/19/00 (Ph. 4)	2001	11
		8,313	8"	SDR-35				
		270	6"	SDR-35				
		182	6"	DIP				
		893	8"	SDR-35	\$ 72,278	6/26/2005	2006	6
		341	8"	SDR-35	\$ 23,040	6/21/2001	2002	3
		170	6"					
		4,769	8"	SDR-35	\$ 207,327	4/12/1990	1991	3
		4,160	6"					
		166	8"	PVC	\$ 16,261	11/1/2010	2011	
		10	6"					

LIMERICK TOWNSHIP SEWAGE FACILITIES INVENTORY - LAND DEVELOPMENT ASSETS

Revised 3-31-2017

Development Name	No. of Manholes	Length of Pipe (LF)	Pipe Size	Material	Original Cost	Escrow Date	Estimated Completion Year	Pump Station
Glenview Estates	12	1,739	8"	SDR-35	\$ 117,120	7/8/04 (Release #1)	2005	2
		624	6"	SDR-35				
	5,301	8"	SDR-35					
Golf Ridge (Ph. 1-3)	44	1,440	8"	DIP	\$ 68,618	1/15/00 (Ph. 3)	2001	3
	4,804	6"	SDR-35					
	340	6"	DIP					
Greenfields (Ph. 2)	11	2,094	8"	SDR-35	\$ 71,630	2/4/88 (Ph. 2)	1989	7
	816	6"	SDR-35					
Heather Glen (Ph. 1a-b)	39	7,867	8"	PVC	\$ 246,679	-	1997	1
	88	8"	DIP					
	3,625	6"	PVC					
Heritage Crossing At Limerick	6	1,005	8"	SDR-35	\$ 109,632	6/5/2007	2008	
	974	6"	SDR-35					
	300	4"						
Heritage Estates	11	2,069	8"	PVC	\$ 88,622	7/9/2002	2003	6
	585	6"	PVC					
Heritage Ridge (Ph. 1-3)	16	3,522	8"	SDR-35	\$ 150,820	7/22/93 (Ph. 3)	1994	3
	4,490	6"	SDR-35					
Lakeside Development	3	266	8"	SDR-35	\$ 24,850	7/10/02 (Release #1)	2003	3
	340	6"	SDR-35					
	1,351	8"	SDR-35					
Lakeview Commercial Center	12	839	8"	DIP	\$ 143,280	-	2001	6
	398	6"	SDR-35					
	290	4"	-					
Landis Farms Estates/Crosswinds II	12	1,439	8"	SDR-35	\$ 159,219	6/30/2004	2005	5
	450	8"	SDR-26					
Latitude Hotels	1	276	8"	PVC	\$ 18,660	6/2/09 (Release #1)	2010	
	1,955	8"	SDR-35					
Lewis Road Associates (Ph. 1-2)	14	1,136	6"	SDR-35	\$ 117,697	2/11/2002 (Ph. 2)	2003	6
	274	8"	SDR-35					
Lewis Road Office Complex (Ph. II)	2	298	6"	SDR-35	\$ 22,298	6/4/2001 (Ph. 2)	2001	5
<i>Limerick Airport Business Center</i>	<i>17</i>	<i>4,710</i>	<i>8"</i>	<i>PVC</i>	<i>\$ 104,082</i>		<i>1992</i>	<i>1</i>
Limerick Center	9	754	SDR-35					
	266	8"	SDR-26					
	336	DIP						
	636	6"	SDR-35					
Limerick Green	6	804	8"	SDR-35	\$ 34,749	-	2000	3
		50	6"					

LIMERICK TOWNSHIP SEWAGE FACILITIES INVENTORY - LAND DEVELOPMENT ASSETS

Revised 3-31-2017

Development Name	No. of Manholes	Length of Pipe (LF)	Pipe Size	Material	Original Cost	Escrow Date	Estimated Completion Year	Pump Station
Limerick Plaza	9	90 1,160	12" 8"	PVC DIP	\$ 352,744	08/19/04 (Release #1)	2005	
Linfield Corporate Center (Ph. 1)	42	589 245 5,559	8" 6" 8"	PVC	\$ 154,385	3/10/1994	1995	5
Linfield Farm (Ph. 1-3)	26	5,415	8"	SDR-35	\$ 246,044	4/22/98 (Ph. 3)	1999	5
Linfield Knoll	17	2,322 2,660	6" 8"	SDR-35	\$ 192,093	2/15/99 (Ph. 3)	2000	5
Links at Springford	11	3,711 2,065 380 2,560	6" 8" 8" 6"	SDR-35 DIP SDR-35 SDR-35	\$ 130,272	-	1999	16
Merion	22	3,118 2,216 525	8" 6" 4"	SDR-35 SDR-35 SDR-21	\$ 480,080	1/9/1996	1997	16
Montgomery Brook	24	240 145	8" 6"	SDR-35	\$ 8,345	2/9/1990	1990	6
Moore tract	2	100	8"	SDR-35	\$ 18,775	9/19/2006	2007	3
Moscarello	16	3,889 623	8" 8"	SDR-35 SDR-26	\$ 403,732	3/25/2014	2015	18
Mountain View Estates	4	1,950 1,054	6" 8"	SDR-35 SDR-35	\$ 492,210	6/25/2014	2017	
Muirfield (Ph. 1-2)	28	112 4,432	6" 8"	PVC	\$ 199,735	4/27/1993	1994	6
		1,746 2,128	6"	SDR-35				
		77	10"	SDR-36				
Oak Creek Estates/Neiffer Woods (Ph. 1-2)	51	489 6,484	DIP					
Penn Liberty Bank	4	393	8"	SDR-35	\$ 993,426	-	2011	18
Philadelphia Premium Outlets (Ph. 1)	23	114	6"	SDR-36	\$ 63,710	11/19/2007	2008	
Pine Tree SD	18	139	59	DIP				
		3,062	8"	SDR-35	\$ 137,982	-	2001	6

LIMERICK TOWNSHIP SEWAGE FACILITIES INVENTORY - LAND DEVELOPMENT ASSETS

Revised 3-31-2017

Development Name	No. of Manholes	Length of Pipe (lf)	Pipe Size	Material	Original Cost	Escrow Date	Estimated Completion Year	Pump Station
Pinecrest Estates	2	300	8"	SDR-35	\$ 34,040	1/18/2001	2001	4
		280	6"	PVC				
Possum Hollow Industrial Park	5	732	8"	SDR-35	\$ 68,372	-	2007	--
Puleo SD	5	604	8"	SDR-35	\$ 52,089	7/6/2004	2005	4
Rose Tree Estates	4	444	8"	PVC	\$ 48,036	8/12/2003	2004	16
		390	6"					
Royersford/Limerick Center LP	20	988	6	PVC	\$ 176,508	12/8/1994	1995	
		2080	8	PVC				
		2190	12"					
Springford Country Club	3	434	8"	PVC	\$ 109,289	-	1994	6
		LS	8"	DIP				
Summer Chase	15	3,501	8"	SDR-35	\$ 117,478	12/19/1997	1998	3
		1,495	6"	SDR-36				
Summerdale Estates	9	1,760	8"	PVC	\$ 105,655	2/11/2002	2002	5
		800	6"					
Summit Properties (Ridge Pike CVS)	2	289	8"	SDR-35	\$ 12,280	6/21/2000	2001	
Telvil-Landis/Carriage Crossing	17	3,118	8"	SDR-35	\$ 174,470	8/13/2014	2015	3
		965	6"					
		1,966	8"					
The Fairways	27	5,975	6"	-	\$ 212,850			
The Glen	17	3,891	8"	PVC	\$ 101,011	6/25/1989	1989	4
		1,230	6"					
The Meadows	22	3,639	8"	PVC	\$ 161,796	-	1997	5
		551	8"	DIP				
		1,600	6"	PVC				
Villas	30	6617	8"	SDR-35	\$ 308,557	10/4/2004	2005	
		110	8"	DIP				
		2450	6"	SDR-35				
		2909	4"	SDR-35				
Walnut Crossing	15	704	12"	DIP				
		2,489	8"	SDR-35	\$ 191,338	11/5/1996	1997	6
		575	8"	DIP				
		3,020	6"	SDR-35				
Walnut Grove	21	1,324	8"		\$ 203,800		1998	6
		2,176	12"					
Waterford Greene (Ph. 1-8c)	95	14,253	8"	SDR-35	\$ 685,490	11/21/96 (Ph. 8c)	1997	3
		13,376	6"					
Wawa	0	31	6"	PVC	\$ 4,524	3/7/2005	2006	

LIMERICK TOWNSHIP SEWAGE FACILITIES INVENTORY - LAND DEVELOPMENT ASSETS

Revised 3-31-2017

Development Name	No. of Manholes	Length of Pipe (LF)	Pipe Size	Material	Original Cost	Escrow Date	Estimated Completion Year	Pump Station
Welsh Subaru (addition)	0	212	6"	PVC	\$ 10,480	7/2/2014	2015	
Western Center	10	639	8"	PVC	\$ 107,117	5/6/2009	2010	
		601	8"	DIP				
		150	6"	PVC				
Wickford Hunt	14	2,697	8"	SDR-35	\$ 121,911	-	2001	5
		1,195	6"					
William Penn Villas	23	4,537	8"	SDR-35	\$ 228,806	-	200	18
		2,035	6"					
Willow Run (Ph. 1-7)	67	8,217	8"	SDR-35	\$ 517,604	-	2001	3
		2,710	6"					
Winnie Tract (Wayside)	27	4,526	8"	SDR-35				
		744	8"	DIP				
		1,631	6"	SDR-35				
YMCA (Spring Valley)	4	990	6"	SDR-35	\$ 528,766	7/6/1998	1999	
		1,386	4-25"	SDR-21				
Zappone	3	434	8"	SDR-35	\$ 22,135	10/4/1995	1996	4
Chapel Road	4	1,090	8"	VTC			1968	
Oak Street	3	882	8"	VTC			1968	6
Lewis Lane	5	1400	8"	VTC			1968	

4.4.2 – Interceptors

Pennoni researched the major gravity sewer interceptors installed from 1986 to present. Attached is a list of each Interceptor that was installed as part of the original WWTP installation and subsequent extensions.

The spread sheet, with each Interceptor or Sewer Extension name, provides the quantity of piping, number of manholes and original cost of installation. Where necessary an estimated cost was listed and noted in the comments.

INTERCEPTOR QUANTITIES AND ORIGINAL COST

revised 3-27-17

	SEWER	PIPING			MANHOLES	ORIGINAL COST	YEAR	SOURCE / COMMENTS		
		LENGTH	SIZE	MATERIAL						
1	Landis Creek Interceptor	1657	12"	ACP	9	\$5,596,725	1986	Replaced with HDPE pipe circa 2000		
		447	8"							
	Lewis Rd Interceptor	1038	21"	PVC	5					
	King Rd Interceptor	1374	8"	PVC	6					
	Schuylkill Interceptor	1184	12"	DIP	12					
		1204		PVC						
	Railroad Ave Interceptor	650	12"	PVC	5					
	Trinley Rd (Interceptor to Linfield Rd)	932	18"	PVC	10					
		74	16"	DIP						
		289	12"							
2	Linfield Interceptor	195	12"	DIP	14	\$1,310,789	1999	Source - Tapping fee calculations. Total Cost of Contracts 1 & 2 for interceptors installed as part of King Road WWTP construction.		
		1271	10"	PVC						
		196	8"							
		4800	12"	PVC						
	Mingo Creek Interceptor (incl. Reifsnyder Road Sewer Extension)	5760	15"		50	\$3,001,430	2002	Tapping fee and Escrow		
		1588	8"	PVC						
		110	6"							
	Possum Hollow Sewage System Interceptors (Possum Hollow and Brook Evans Interceptors)	4750	15"	PVC	51	\$275,733	2004	Tapping Fee and Escrow		
		2800	12"	PVC						
		4815	10"	PVC						
		214	10"	DIP						
4	Hartenstine Creek Interceptor	3139	8"	SDR-35	13	\$275,733	2004	Tapping Fee and Escrow		
5	Landis Creek Interceptor	8450	10"	PVC	33	\$381,610	2005	Tapping Fee and Escrow		
6	Springford High School Sewer Extension (Authority Portion)	3473	8"	pvc	15	\$59,155	1996	Tapping Fee and Measured from plans		
7	Royersford Road Sewer Extension	1642	8"	PVC	8	\$176,544	1997	Tapping Fee and Measured from plans		
8	Kugler Road Sewer Extension	1114	8"	SDR-35	5	\$175,132	1997	Tapping Fee and Measured from plans		
9	Betty/Roberta Lanes Sewer Extension	2665	8"	PVC	8	\$332,740	1998	Tapping Fee and Measured from plans		
10	West Cherry Lane Sewer Extension	1515	8"	SDR-35	8	\$133,900	1998	Tapping Fee and Escrow		
		210	6"	PVC						
11	Ridge Pike Sewer Extension	3099	8"	SDR-35	31	\$634,598	1998	Tapping Fee and Escrow		
		98	10"	SDR-35						
		1655	6"	SDR-35						
		1163	12"	SDR-35						
		298	12"	DIP						
		2769	8"	DIP						
12	North Limerick Road Sewer Extension	1750	8"	SDR-35	6	\$160,456	1999	Tapping Fee and Escrow		
13	Graterford Road Collection System	240	6"	PVC	17	\$399,334	2001	Tapping Fee and Measured from plans		
14		4600	10"	PVC						
15	Linfield-Trappe Road Sewer Extension	752	8"	SDR-35	4	\$176,656	2003	Tapping Fee and Escrow		
		66	6"	PVC	12	\$433,577	2004	Tapping Fee and Escrow		
		1801	8"	SDR-35						
		507		SDR-26						
		270	6"	PVC						
		85	4"	PVC						
16	Township Line Rd Sewer Extension	4134	12"	PVC	12	\$548,967	1999	tapping fee, measured from plans		
17	Deer Run / Neiffer Road	2800	8"	PVC	21	\$158,529	1995	part of original pump station installation		
18	Graterford Rd (associated with PS #20)	665	10"	SDR-26	22	\$323,732	2015	Contractor pay applications		
		1153	10"	SDR-35						
		23	12"	PVC						
		18	12"	SDR-26						
		370	12"	SDR-35						
		1630	8"	SDR-35						
19	Pump Station 6A - Interceptors	382	36"	DIP	11	\$232,260	1996	Pay application		
		1200	21"	PVC						
		65	12"	PVC						
20	McLaughlin Lane Extension	500	8"	PVC	1	\$24,212	1992	tapping fee, estimated quantities from map		

NOTE: 6 INCH PVC PIPING ARE LATERALS CONNECTED TO THE EXTENSION AND ARE ASSETS OF THE TOWNSHIP

permit #	Facility	issued
4603408	King Rd WWTP	2/10/2009
4698440	King Rd STP - Twpline Rd Sewer Extension	2/10/2009
4601414	King Rd STP - Landis Creek Interceptor	2/10/2009
4699415	PS #2	2/10/2009
4601408	Possum Hollow STP	2/10/2009
4605405	Possum Hollow WWTP- Hartenstine Creek Ext	2/10/2009
4694413	PS #6	2/10/2009
4698423	PS #6	2/10/2009
4697417	PS #10	2/10/2009
4697405	PS #11	2/10/2009
4699412	PS #12,13,14 (Bradford Woods)	2/10/2009
4601407	PS #15	2/10/2009
4202407	PS #18	2/10/2009
4605412	PS #19	2/10/2009
WQG02460514	King Rd WWTP- Graterford Rd Sewer System	2/10/2009

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

By and Between

Limerick Township, Montgomery County

As Seller

and

Aqua Pennsylvania Wastewater, Inc.

As Buyer

Dated as of November 16, 2016

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of November 16, 2016 (the "Effective Date"), is made and entered into by and between Limerick Township, Montgomery County, a body corporate and politic, duly organized under the Pennsylvania Second Class Township Code (the "Seller"), and Aqua Pennsylvania Wastewater, Inc., (the "Buyer"), a Pennsylvania corporation.

WITNESSETH:

WHEREAS, the Seller, acting by and through the Board of Supervisors (defined below), owns and operates a sanitary wastewater collection and treatment system (the "System") that provides sanitary wastewater service to various customers in Limerick Township, Pennsylvania (the "Service Area"); and

WHEREAS, Buyer is a regulated public utility that furnishes water and wastewater service to the public in various counties throughout Pennsylvania; and

WHEREAS, Buyer, in reliance upon the representations, warranties and covenants of the Seller 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 herein contained, the receipt and sufficiency of which hereby are acknowledged, intending to be legally bound, the Parties hereto 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 therein), shall have the meanings set forth in this Article I:

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

"**Affiliate**" means, when used to indicate a relationship with a specified Person, means 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 shall 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 shall be 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 shall be 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 shall be 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 ascribed thereto in the recitals 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 Section 3.03.

"Assigned Contracts" has the meaning specified in Section 4.15.

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

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

"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 that primarily relate directly or indirectly to the operation of the System, including those described in Schedule 4.14.

"Board of Supervisors" means the Board of Supervisors of Limerick Township, Montgomery County.

"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 hereby, 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.

"COBRA" means Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including, without limitation, Sections 2201 through 2208 of the Public Health Service Act and Part 6 of Subtitle B of the Employee Retirement Income Security Act of 1974, as amended.

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

"Confidential Information" means any information about Buyer, Seller or the System related to the transactions contemplated by this Agreement; provided, however, 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, provided 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.

"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.

"EDU Fee Cash" means a cash payment made pursuant to a Board of Supervisors' resolution authorizing a Pending Development Plan by a third party to the Seller on account of the charges owed in order to obtain EDUs for such Pending Development Plan.

"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 of 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 present 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.

"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 (including all leases of such property), which are primarily used in the operation of the System, (ii) any rights of the Seller 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. Notwithstanding the foregoing, **"Equipment and Machinery"** shall not include any Excluded Assets.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Excluded Assets" has the meaning specified in Section 2.01(i).

"Excluded Liability" or "Excluded Liabilities" means, notwithstanding any provision in this Agreement to the contrary, those obligations or liabilities related to any of the Excluded Assets.

"Files and Records" means all files and records of the Seller primarily relating to the System, whether in hard copy or magnetic or other format including customer and supplier records, customer lists (both current and prospective), 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 relating to Transferred Personnel, and 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 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.

"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 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 and the Board of Supervisors.

"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 Laws or which is classified as hazardous or toxic under applicable Environmental Laws (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.

"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.

"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; *provided, however,* that "Losses" shall 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 a material adverse effect on the business, financial condition or results of operations of the System; provided, however, that no effect arising out of or in connection with or resulting from any of the following shall 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 actual 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 hereby; 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 is necessary 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) that either (a) has not been obtained by the Seller prior such date or (b) if such Easement has been obtained by the Seller prior such date, such Easement is unrecorded or such Easement is not sufficient to operate the System as currently conducted.

"Municipal Separate Storm Sewer System" or "MS4 System" means the current and any future assets and facilities, built, operated or maintained, or real property ("MS4 System Real Property") and Stormwater System Assets owned by the Seller and used for the purpose of capturing, conveying and discharging stormwater separate from the System.

"Outside Date" means December 31, 2017.

"Outstanding Indebtedness" means the following outstanding indebtedness of the Seller: (i) General Obligation Note, Series B of 2001, (ii) General Obligation Note, Series of 2014 and (iii) General Obligation Bonds, Series of 2015.

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

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

"Pending Development Plan" means any subdivision or land development plan that has been submitted to Seller for approval pursuant to the Pennsylvania Municipal Planning Code.

"Pending Development Plan Payment" has the meaning specified in Section 7.10.

"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; (c) other than with respect to Real Property owned by the Seller, Liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business; and (d) other imperfections of title or Liens, if any, that have not had, and would not have, a Material Adverse Effect.

"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 Seller.

"Proposal" means any written agreement, arrangement, offer or proposal (including a letter of intent, term sheet, form of definitive agreement or definitive agreement) for a Sale Transaction.

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

"Real Property" has the meaning specified in Section 4.09.

"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, 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."

"Sale Transaction" means any proposed sale, lease, liquidation or transfer of all or substantially all of the System or the Acquired Assets by Buyer reflected in a Proposal, and including such other assets of Buyer or its Affiliates included in such proposed transaction, and which are integrated into or with the System at the time of such proposed transaction; *provided*, that the term **"Sale Transaction"** excludes any sale or transfer of the equity interests, or all or substantially all the assets, of Buyer, Buyer Parent or any of their respective Affiliates.

"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 shall be 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 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" have the meaning specified in Section 4.11.

"Seller NPDES Permits" means the following National Pollutant Discharge Elimination System Permits: (i) Permit No. PA0051934, (ii) and (ii) PA0058041 issued by PaDEP to Seller with respect to the System, including any revisions or amendments thereto.

"Seller's Plans" have the meaning specified in Section 4.11.

"Service Area" has the meaning set forth in the recitals to this Agreement.

"Stabilization Period" has the meaning specified in Section 7.05(b).

"Stormwater System Assets" means all assets owned by the Seller, and used exclusively in the operation or maintenance of the MS4 System, including (i) drains, pipes and collection basins and all other stormwater drainage assets used exclusively for stormwater collection, conveyance and discharge; (ii) catch basins, inlets, pipes and all other stormwater lateral facilities (the **"Stormwater Lateral Facilities"**) that connect surface stormwater drains to storm conveyances which discharge to surface waters, and (iii) any related NPDES permits.

"Supplies" means all lubricants, spare parts, fuel, chemicals, raw materials, and other supplies and inventory, 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 shall include the Acquired Assets and exclude the Excluded Assets.

"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, 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'.

"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.

"Transferred Personnel" has the meaning specified in Section 7.03.

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

"Unscheduled Real Property" has the meaning specified in Section 4.09.

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), 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, Easements, rights of way, property rights and privileges owned, licensed or leased by the Seller including the Real Property, leases or licenses or other arrangements by or between the Seller and third Persons of the Real Property or other Acquired Assets and fixtures;

(b) all sanitary wastewater related treatment and conveyance facilities, including but not limited to the Seller's (i) Possum Hollow sewage treatment plant located at 642 Longview Road in Limerick Township, (ii) King Road sewage treatment plant located at 529 King Road in Limerick Township and (iii) all pipes, pumping stations, manholes and pipelines and any billing and collections related assets necessary to run the System;

(c) all contracts, licenses and leases identified on Schedule 4.15 to which the Seller is a party, including without limitation, all construction contracts, surety bonds, operation and maintenance agreements, management agreements, reserved capacity agreements, architect agreements and consultant 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;

(f) all prepaid expenses and security deposits;

(g) all Files and Records;

(h) all EDU Fee Cash received from the Effective Time to the Closing Effective Time;

- (i) all Authorizations and Permits of or held by the Seller (to the extent transferrable to Buyer under applicable Law), including all Authorizations and Permits which are environmental permits, the Seller's NPDES Permits, other operating permits and those items listed or described 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 WARRANTY OF ANY KIND WHATSOEVER, INCLUDING ANY REPRESENTATION AS TO THE PHYSICAL CONDITION OR VALUE OF ANY OF THE ACQUIRED ASSETS OR 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. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. NOTWITHSTANDING THE FOREGOING, THE SELLER IS NOT AWARE OF ANY MATERIAL DEFECT IN THE PERFORMANCE OR OPERATION OF THE PHYSICAL ASSETS CONSTITUTING THE SYSTEM.

Section 2.02. **Excluded Assets.** Notwithstanding anything herein to the contrary, the Acquired Assets shall not include the following (the "Excluded Assets"):

- (a) the Stormwater System Assets, including any related NPDES permits;
- (b) all contracts, licenses and leases that are not Assigned Contracts;
- (c) the seals, organizational documents, minute books, Tax Returns, books of account or other records having to do with the organization of Seller and all employee-related or employee benefit-related files or records, other than personnel files of Transferred Personnel;
- (d) cash and cash equivalents (other than EDU Fee Cash), including accounts receivable and existing financial security guaranteeing installation of public improvements (including sewer facilities);
- (e) all insurance policies of Seller and all rights to applicable claims and proceeds thereunder;
- (f) subject to Section 4.11, all Seller's Plans and trusts or other assets attributable thereto;
- (g) all rights to any action, suit or claim of any nature available to or being pursued by Seller, whether arising by way of counterclaim or otherwise;
- (h) all assets, properties and rights used by Seller other than those which primarily relate to the operations of the System;
- (i) the assets, properties and rights specifically set forth on Schedule 2.02(i);

(j) the MS4 System Real Property; and

(k) the rights which accrue or will accrue to Seller 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), the Acquired Assets to be sold, conveyed, transferred, assigned and delivered by the Seller to Buyer, as herein provided, shall be on the Closing Date, free and clear of all Liens other than Permitted Liens. Such Acquired Assets shall be conveyed by appropriate special warranty or other deed (subject to Section 6.02(c) below), bills of sale, endorsements, assignments and other instruments of transfer or conveyance described herein, and if not expressly described herein, then by transfer documents satisfactory in form and substance reasonably acceptable to Buyer and Seller and their counsel in their reasonable, good faith discretion. With respect to the Real Property, at Closing title to the same shall be insured by the Title Company, at the Title Company's filed rates, as a good and marketable title, free and clear of all Liens and exceptions to 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 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's NPDES Permits (arising from, related to, or based on events or circumstances occurring on or after the Closing Date) and (2) 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;

(ii) except as set forth in Section 7.03, all liabilities and obligations relating to employee benefits, compensation or other arrangements with respect to any Transferred Personnel arising on or after the Closing;

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

(iv) all liabilities and obligations for Taxes relating to the System, its operation, the Acquired Assets and the Assumed Liabilities for any taxable period ending after the Closing Date; and

(v) 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, including maintenance obligations related to any grinder pumps on private properties (all of the aforementioned liabilities in this Section 2.04(a) are referred to as the "Assumed Liabilities").

(b) At the Closing, to the extent the Seller is not released therefrom, Seller shall be indemnified 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 applicable 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 shall not have been obtained prior to 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 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; *provided, however,* that in no event shall 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 one-half by Buyer and one-half by the Seller.

(b) Until such time as a Nonassignable Asset is transferred to Buyer pursuant to this Article II, Buyer and the 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 applicable 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 applicable 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 prior to the Closing Date and such Nonassignable Asset had been assigned to Buyer at Closing. To the extent permitted under applicable Law, the Seller shall, at Buyer's expense, hold in trust for and pay to Buyer promptly upon receipt thereof, such Nonassignable Asset and all income, proceeds and other monies received by the Seller with respect to such Nonassignable Asset in connection with the arrangements under this Article II.

(c) If, following the date hereof and prior to the Closing, Buyer identifies any contract to which the Seller is a party which is not identified on Schedule 4.15 as an Assigned Contract as of the date hereof, and Buyer reasonably determines such contract is necessary to the operation of the System, Buyer shall give notice of such determination to the Seller and the Seller shall, promptly following receipt of such notice, deliver to Buyer an updated Schedule 4.15 identifying such contract, and such contract shall thereafter constitute and be deemed an Assigned Contract for all purposes hereunder.

(d) In the event that, during the twelve (12) month period following the Closing, Buyer identifies any contract to which the Seller was a party as of the Closing and which (i) was not set forth on or properly identified 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 shall be deemed an Assigned Contract for all purposes hereunder.

ARTICLE III.

PURCHASE PRICE AND ADDITIONAL CONSIDERATION

Section 3.01. **Purchase Price and Additional Consideration.** The purchase price for the Acquired Assets shall be Seventy-Five Million One Hundred Thousand Dollars (\$75,100,000) (the "Purchase Price") which shall be paid as follows at Closing:

(a) Buyer shall (i) provide for the payment in full the total amount of Outstanding Indebtedness; and

(b) Subject to any adjustment in Purchase Price resulting from the proration procedures set forth in Section 3.01(c), Buyer shall pay to the Seller at Closing by wire transfer

of immediately available funds the balance of the Purchase Price to one or more accounts that Seller designates and provides to Buyer at least three (3) Business Days prior to the Closing Date.

(c) Purchase Price Adjustment and Cooperation: The Parties agree that the Buyer shall be entitled to all customer billings with respect to sanitary wastewater customers services for the period on or after the Closing Effective Time, and the Seller shall be entitled to all such billings prior to the Closing Effective Time. The Parties shall cooperate to calculate an agreed upon proration of billing amounts and to credit the Purchase Price for the appropriate Party on the Closing Date.

(d) Additional Consideration. As additional consideration for the purchase of the System, pursuant to Section 7.10 hereof Buyer shall pay to the Seller at Closing by wire transfer of immediately available funds the Pending Development Plan Payment to one or more accounts that Seller designates and provides to Buyer at least three (3) Business Days prior to the Closing Date.

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 of the Purchase Price.** Buyer and the Seller agree that 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 U.S. federal income Tax purposes), as may be adjusted pursuant to this Section 3.03, shall be allocated among the Acquired Assets in accordance with the allocation reflected in a schedule prepared by Buyer in accordance with this Section 3.03 (the "Allocation Schedule"). Within sixty (60) days following the final determination of the Purchase Price pursuant to Section 3.01, Buyer shall deliver to the Seller a draft of the Allocation Schedule setting forth Buyer's proposed allocation for the Seller's review. The 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 the Seller and shall be final and binding upon the Parties unless the Seller provides written notice of the 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 the Seller, and (b) upon receipt of any such written comments from the Seller with respect to the proposed Allocation Schedule, Buyer may make such adjustments or revisions to the proposed Allocation Schedule based on the 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 Section 3.03) 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 the 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"), shall be borne by Buyer. The terms hereof shall survive Closing.

ARTICLE IV.

REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller makes only the 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 represents and warrants, as of the Effective Date and as of the Closing 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**. The Seller is a body corporate and politic, duly organized and existing under the Pennsylvania Second Class Township Code.

Section 4.02. **Power and Authority**. The Seller has (i) duly adopted the Authorizing Ordinance authorizing the transactions contemplated herein, which remains 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 all requisite power and authority to own, lease and operate the Acquired Assets and the System and 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 the Seller and constitutes a valid and legally binding obligation of the Seller, enforceable against the Seller 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 the Seller, the consummation of the transactions contemplated hereby and the performance by the Seller 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 under (i) any applicable Law or (ii) any agreement, instrument or document to which the Seller 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 or the performance by the Seller of its obligations hereunder.

Section 4.06. **Undisclosed Liabilities.** Except as set forth in Schedule 4.06, there are no material liabilities or obligations of Seller, either accrued, absolute, contingent or otherwise, relating to the 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. All of the Outstanding Indebtedness can be repaid or defeased by Seller and any security interests granted by Seller to secure its obligations pursuant thereto can be extinguished or terminated at or prior to 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, 2015, there has not been any transaction or occurrence that has resulted or is reasonably likely to result in a Material Adverse Effect and Seller has operated and maintained the System since the date of this Agreement in the ordinary course.

Section 4.08. **Tax Matters.** Except as set forth in Schedule 4.08 or as would not have a Material Adverse Effect, that (i) the Seller has timely paid all Taxes that may have been or may be due and payable by the Seller 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 the Seller for the assessment of any additional Tax liability or initiated any action or proceeding which could result in such an assertion; and (iii) the Seller has made all withholding of Taxes required to be made under all applicable 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. 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.** Seller represents that to its knowledge, all real property the Seller owns and uses in the operation of the System (the "Real Property") is set forth on Schedule 4.09. There are no pending condemnation proceedings relating to any of the Real Property nor, to the knowledge of Seller, has Seller actually received any written threats of any condemnation proceedings. To Seller's knowledge, Seller has not received any written notices of any violations of any Law from any Governmental Authority with respect to the Real Property which has not been cured in all material respects. Buyer acknowledges and agrees that notwithstanding anything to the contrary in this Agreement, this Section 4.09 contains all of the representations and warranties of Seller to Buyer with respect to the Real Property and no other representation or warranty set forth in this Agreement with respect to the Acquired Assets is intended to apply to the Real Property.

Section 4.10. **Equipment and Machinery.** All material Equipment and Machinery included in the Acquired Assets is set forth and otherwise described on Schedule 4.10. Except as set forth in Schedule 4.10, the Seller has good title, free and clear of all Liens (other than the Permitted Liens and Liens which are released on or prior to Closing) to the Equipment and Machinery owned by Seller.

Section 4.11. Employee Benefit Plans.

(a) As used in this Section 4.11, the following terms have the meanings set forth below:

"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 are owed, 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, 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 Seller is a plan sponsor or to which the Seller otherwise contributes or has contributed within the last six (6) years, or in which the Seller otherwise participates or has participated within the last six (6) years.

(b) Schedule 4.11(b) contains a true and complete list of all Seller's Plans and Seller's Benefit Obligations with respect to Personnel, 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 the Code, and any other applicable Laws, and with any applicable collective bargaining agreement. To Seller's knowledge, no event has occurred which has resulted or is likely to result in the imposition of any liability on the Seller under the Code or other applicable Law with respect to any Seller's Plans or Seller's Benefit Obligations;

(c) Except as set forth in Schedule 4.11(c), with respect to the System, the Seller does not sponsor, maintain, contribute to, nor is it required to contribute to, any "multiemployer plan" within the meaning of Section 14(f) of the Code, and has no liability of any nature, whether known or unknown, fixed or contingent, with respect to any such multiemployer plan;

(d) Except as set forth on Schedule 4.11(d), Seller does not sponsor, maintain, contribute to, nor is it 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 has no liability of any nature, whether known or unknown, fixed or contingent, with respect to any such post-termination welfare benefits;

(e) The Seller is and has been in material compliance with the requirements of COBRA and is not subject to any excise tax under Code Section 4980B for the current or any prior taxable year; and

(f) Except as set forth in Schedule 4.11(f), the Seller has not 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 for which Buyer shall have any liability.

Section 4.12. Personnel; Labor Matters.

(a) Schedule 4.12(a) sets forth all collective bargaining agreements and commitments, contracts, agreements, arrangements or understandings (whether written, oral, formal or informal) with Personnel relating to the System to which the Seller, is a party, including the identification of the parties thereto and the expiration dates.

(b) Except as set forth on Schedule 4.12(b), the Seller shall timely pay, or cause to be timely paid, the Personnel as required under its policies and/or by applicable Law for accrued but unused and unpaid vacation, sick leave and other accrued benefits as of the Closing Date.

Section 4.13. Environmental Compliance. Except as set forth in Schedule 4.13 or that otherwise could not be expected to have a Material Adverse Effect, Seller represents:

(a) The System as currently operated by the Seller and all operations and activities conducted by the Seller with respect to the System are in compliance in all material respects with all applicable Environmental Requirements.

(b) The Seller 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) The Seller has not 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) Hazardous Materials are not present at or on the System or Acquired Assets, 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.

(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.

(f) There are no underground storage tanks on or at any of the Acquired Assets. Any underground storage tanks previously located at the Acquired Assets have been removed or otherwise closed, plugged and abandoned in compliance with applicable Environmental Requirements in effect at the time of such closure.

(g) There is no 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 biphenyls 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) No Regulated Asbestos Containing Material exists 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 material environmental site assessments or reasonable and accurate summaries thereof pertaining to the System, (2) all material compliance audits or compliance assurance reviews prepared within the previous five (5) years or reasonable and accurate summaries thereof relating to compliance with Environmental Requirements by the System, and (3) reasonable and accurate summaries of, or all material 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.

Section 4.14. **Authorizations and Permits.** Seller represents that (i) Schedule 4.14 lists or describes the Authorizations and Permits of Seller that are currently in full force and effect; (ii) the Seller has made true and complete copies of all Authorizations and Permits available to Buyer; and (iii) except as set forth on Schedule 4.14, the Seller 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 contains a complete and accurate list of all the contracts related to the System, including the Assigned Contracts.

(b) The Seller has made available to Buyer true and complete copies of all the foregoing Assigned Contracts.

(c) Seller further represents that all of the Assigned Contracts specified in Schedule 4.15 are in full force and effect. Seller has not, 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 to the knowledge of Seller, any other party, to be in default under any Assigned Contract.

Section 4.16. Compliance with Law; Litigation.

(a) To the knowledge of the Seller, the Seller has operated and is operating the System in compliance, in all material respects, with all applicable Laws, Authorizations and Permits and is not in breach of any applicable 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 disclosed to the Buyer prior to the Effective Date, 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 that individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

(c) 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 prior to or at the Closing Effective Time, which will have a material adverse effect on the operations of the System. As of the date of this Agreement, 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 which could materially affect the validity or enforceability of this Agreement.

Section 4.17. Broker's and Finder's Fees. Seller represents that no broker, finder, or Person is entitled to any commission or finder's fee by reason of any agreement or action of Seller in connection with this Agreement or the transactions contemplated by this Agreement. Seller agrees to pay when due the fees and expenses of their financial and technical advisors. Seller has employed Public Financial Management, Inc., as municipal advisor to provide transaction structuring advice and to provide Seller with municipal advice relating to the sale of the System. Seller shall be solely responsible to pay all fees owed to Public Financial Management, Inc. 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 has good and marketable title to, valid leasehold interest in or valid licenses 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 prior to 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. 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 (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 that will not be licensed or leased to Buyer under valid, current license arrangements or leases. 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 as of the Effective Date. Each Pending Development Plan, if consummated could result in the expansion of the Service Area and a payment of EDU Fee Cash by the specified third party to the Seller. Seller provides no assurances whatsoever that (i) any development or expansion of the Service Area associated with any Pending Development Plan will actually be undertaken or completed and (ii) any specified EDU Fee Cash amount will actually be paid by any of the third parties listed on Schedule 4.19.

ARTICLE V.

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer makes only the representations and warranties which 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 hereby 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.** The 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.** The 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 hereby 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 applicable 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.** Except as set forth on Schedule 5.04, the execution and delivery of this Agreement by the Buyer, the consummation of the transactions contemplated hereby 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 applicable 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 5.05. **Broker's and Finder's Fees.** Buyer represents that no broker, finder or other Person 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.** Buyer represents that upon Closing, and after giving effect to the consummation of the transactions contemplated hereby and the incurrence of any indebtedness in connection therewith, Buyer will 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 represents that Buyer will 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 applicable 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 income potential, operating expenses, costs of operation, or uses or fitness for a particular purpose of any Acquired Assets or the System.

Section 5.09. **Scheduled Matters.** Buyer acknowledges that: (a) the inclusion of any matter on any Schedule shall not necessarily be deemed 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 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 prior to 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; UCC STATEMENTS

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 same. 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 in the event, within twenty (20) 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 with Seller 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 same, 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 (such written notice of Buyer being referred to as the "Objection Notice") provided such exceptions (a) are not Permitted Liens, (b) pertain to the Buyer or any requirements, conditions or obligations of the Buyer, (c) are matters of record and set forth in the Title Commitment and materially and adversely restrict or prevent the use of the Real Property in the operation of the System and (d) are not standard Title Company exceptions (such as the "survey" exception) (such exceptions objected to in the Objection Notice, provided the same are not as described in (a) through and including (d) aforesaid, being referred to as the "Title Objection Items"). Any Objection Notice 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 event that 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") 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 that Seller has Cured all such Title Objection Items. For avoidance of doubt, Buyer acknowledges that no item listed in clauses (a) through and including (d) aforesaid, 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, prior to or as of the Closing, the Seller shall be obligated, at its sole cost and expense, to Cure any Lien encumbering the Real Property which can be Cured by the payment of money (other than Permitted Liens).

(c) Title Endorsements/Survey. Any endorsements required by the Buyer or any mortgagee of the Buyer to Buyer's title policy shall be paid for solely by Buyer. In the event any survey is required by Buyer or its mortgagee, either as a condition to any such endorsement or otherwise, the same shall be obtained solely at Buyer's cost and expense. In the event 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 shall not be 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. Seller shall provide Buyer with a license agreement granting Buyer a license in all of Seller's rights to access such Real Property in order to allow Buyer to operate and maintain 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 herein), Buyer agrees to assert and pursue with reasonable diligence such Insurable Claim against the Title Company (which shall include

commencing litigation and diligently prosecuting such Insurable Claim to judgment) prior to 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 shall be permitted, following such Non-Favorable Judgment, to pursue Seller with a Claim for Losses under Article VIII (any such Claim against Seller following an attempted Insurable Claim against the Title Company being a "Residual Title Claim"). Notwithstanding anything to the contrary in Article VIII, Buyer shall have the right to 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(c), an "Insurable Claim" shall mean 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) of first pursuing the same as an Insurable Claim.

Section 6.03. **Title Expenses.** Irrespective of whether the transactions described by this Agreement are consummated and Closing occurs, all costs and expenses of obtaining the Title Commitment, Title Policy and any survey shall be paid by Buyer.

Section 6.04. **UCC Search; Releases.** Not later than sixty (60) 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 Montgomery County, Pennsylvania (the "UCC Search"). On or prior to 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 form of the releases of such security interests shall be provided by the Seller to Buyer on or prior to the Closing Date.

Section 6.05. **Easements.**

(a) Promptly after the Effective Date and prior to the Closing, the Seller will, at its sole cost and expense, cause and abstractor selected by the Seller and reasonably acceptable to Buyer and the Title Company (the "Abstractor"), to perform, at the Seller's sole cost and expense, a search of the public land records of Montgomery County, based on the Seller's records and plans of the System (and such other sources of information as are reasonably related thereto), by means of searching the grantee index in the names of the Seller 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, and (ii) together with the Seller, identify all Missing Easements. During such process, as the Abstractor provides written search results to 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) In the event that during the process of Abstractor's review and investigation of the Montgomery County land records, Seller determines, based on the Abstractor's investigation, that there is a Missing Easement, the Seller 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. 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) shall be paid by the Seller. In the event Seller has not obtained all Missing Easements by the date that is sixty (60) 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, no later than thirty (30) days after the Abstract Completion Date (but in any event no later than thirty (30) days prior to the Closing), the Seller shall 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 shall be considered an Easement.

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 that is necessary or essential to the operation of the System and that is not specifically identified in Schedule 4.09 (the "Unscheduled Real Property"). If the Parties discover prior to 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 in such a manner as to provide Buyer with reasonable assurances that Buyer shall 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 hereinafter provided, the Seller 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. Notwithstanding the prior sentence, any special assessments on the Real Property incurred prior to the Closing Date, whether or not currently due and payable, shall be paid by the Buyer in accordance with their terms.

Section 7.02. **Cooperation on Tax Matters.** The Seller 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 applicable Law, Buyer shall, or shall cause an Affiliate of Buyer to, offer employment effective on the Closing Date, to the Personnel set forth in Schedule 7.03(a),

subject to Buyer's existing standard hiring policies and procedures applicable to new employees, 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, shall be referred to in this Agreement as the "Transferred Personnel."

(b) Subject to applicable Law, Transferred Personnel shall be employees-at-will of Buyer. Buyer shall provide each of the Transferred Personnel compensation and benefits which are at least substantially comparable to (i) in the aggregate to Seller's compensation and benefits as of the Effective Date (including paid vacation and sick time benefits) and (ii) the compensation and benefits then provided to similarly situated employees of Buyer. Nothing contained in this Section 7.03(b) shall constitute an amendment of, or an undertaking to amend, any employee benefit plans, programs or arrangements 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 the terms thereof.

(c) Subject to applicable Law, 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 Date, Buyer shall, or shall cause its Affiliate to, recognize all service of the Transferred Personnel with Seller, as if such service were with Buyer for eligibility and vesting.

(d) Subject to applicable Law, effective as of the Closing, the Transferred Personnel shall 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 Transferred Personnel prior to the Closing Date. Subject to applicable Law, 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 prior to Closing.

(e) This Section 7.03 shall be binding upon and inure solely to the benefit of each of the Parties to this Agreement, and nothing in this Section 7.03, express or implied, shall confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Section 7.03. The Parties acknowledge and agree that the terms set forth in this Section 7.03 shall 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 shall 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 shall constitute 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 Benefit Plans, Seller's Benefit Obligations. Seller shall be solely responsible for any liability, funding obligation, claim or expense arising from the Seller's Plans, Seller's Benefit Obligations, both prior to, and after, the Closing Date, except as provided in Section 7.03(c).

(g) No later than the Closing Date, Seller 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.

Section 7.04. Certain Restrictions; Right of First Refusal; PaPUC Regulation.

(a) Buyer hereby acknowledges and agrees that for a period of ten (10) years following the Closing Date (the "ROFR Period"), the Seller (or any Person to which the Seller assigns its rights under this Section 7.04) shall have a right of first refusal with respect to a Sale Transaction, as set forth in this Section 7.04(f).

(b) Buyer agrees that it shall not enter into a Sale Transaction except as provided in this Section 7.04. Upon receipt of a bona fide Proposal by Buyer or any Affiliate of Buyer, which Buyer or any Affiliate of Buyer desires to consider, the Buyer shall provide a written notice of such Proposal (the "Proposal Notice") to Seller no later than one Business Day after receipt of such Proposal. The Proposal Notice shall include (i) a true and correct copy of the Proposal, including all schedules, exhibits and ancillary documents related thereto and (ii) the expected date of consummation of the Sale Transaction. Immediately after delivering the Proposal Notice to Seller, Buyer shall provide Seller and its representative's access to, and, if requested, copies of, the information and other diligence materials that have been supplied to any third party or any third party's representatives in connection with the Sale Transaction. Upon receipt of a Proposal Notice, Seller shall have the irrevocable and exclusive option, at its sole discretion, to become, or to have any of its Affiliates or other designee become the purchaser with respect to the Sale Transaction on substantially the same financial terms as provided in the Proposal. If Seller elects to become, or to have any of its Affiliates or designee become, the purchaser, Seller shall deliver a written notice (the "Seller Proposal Notice") to Buyer of such election within ninety Business Days of its receipt of the Proposal Notice (such ninety Business Day period, the "Sale Proposal Review Period"). Upon receipt by the Buyer of a Seller Proposal Notice, Buyer shall not, and shall not permit any Affiliate of Buyer or other Buyer designee to, enter into or agree to the Proposal and shall enter into an agreement with Seller or any of its Affiliates (as designated by Seller) on substantially the same financial terms and containing substantially the same representations and warranties, exclusivity (including any no-shop or other similar provisions) and indemnities in favor of Seller or any of its Affiliates (as designated by Seller) as provided in the Proposal.

(c) With respect to each Proposal for which Buyer received a Proposal Notice and for which Buyer complied with all of the applicable procedures and requirements of this Section 7.04 (the "Noticed Proposal"), in the event that Seller does not deliver a Seller Proposal Notice to Buyer prior to the expiration of the applicable Sale Proposal Review Period, then, and only then, Buyer and Buyer's Affiliates, as applicable, shall be free, for a period of 60 days following expiration of the applicable Sale Proposal Review Period (the "Noticed Proposal Period"), to enter into a definitive agreement with respect to the Sale Transaction contemplated in such Noticed Proposal with the Person or Persons subject of such Noticed Proposal on terms and conditions substantially similar to, and in any event not more favorable in any material respect to such Person or Persons than, the terms and conditions described in the Noticed Proposal; provided, however, that no such definitive agreement shall provide for the payment of any fees and expenses, including any termination or break-up fees,

or any similar provisions with any Person with respect to Seller's rights hereunder with respect to a new Proposal resulting from a material change (as described in Section 7.04(d)) or that otherwise imposes limitations or restrictions on the ability of Buyer or any of its Affiliates to comply with all of the terms of this Section 7.04.

(d) If, during a Sale Proposal Review Period or a Noticed Proposal Period, any change or amendment to the applicable Proposal or Noticed Proposal is made that individually or in the aggregate with any other changes or amendments, are more favorable in any material respect to the purchaser or purchasers, then such Proposal or Noticed Proposal as changed or amended shall constitute a new Proposal subject to the terms and conditions of this Section 7.04.

(e) Buyer acknowledges and agrees that irreparable damage would occur and Seller would not have an adequate remedy at law in the event that any of the provisions of this Section 7.04 were not performed by them in accordance with their specific terms or were otherwise breached, and that monetary damages, even if available, would not be an adequate remedy therefor, and therefore fully intend for specific performance to be the principal remedy for breaches of this Section 7.04. It is accordingly agreed that Seller shall be entitled to an injunction or injunctions to prevent breaches of this Section 7.04 and to enforce specifically the performance of terms and provisions of this Section 7.04 without proof of actual damages, this being in addition to any other remedy to which Seller and/or its designee are entitled at law or in equity. Buyer further agrees not to assert that a remedy of specific performance is unenforceable, invalid, contrary to applicable Law or inequitable for any reason, nor to object to a remedy of specific performance on the basis that a remedy of monetary damages would provide an adequate remedy for any such breach.

(f) Seller's rights and obligations under this Section 7.04 may be assigned (in whole, but not in part) by Seller solely to a Governmental Authority at any time prior to the earlier of the expiration of the ROFR Period or the execution by Buyer of a definitive agreement with respect to a Sale Transaction with any Person other than the Seller (subject to Buyer's compliance with the terms of this Section 7.04); *provided* that Seller shall deliver to Buyer written notice of any such assignment prior to the effectiveness of such assignment. For the avoidance of doubt, each reference to "the Seller" in this Section 7.04 shall mean Seller or any Person to which Seller assigns its rights under this Section 7.04 in compliance with this Section.

Section 7.05. Rates.

(a) Rates. Buyer shall implement Seller's sanitary wastewater rates then in effect at Closing, as reflected on Schedule 7.05(a) and inclusive of any PaPUC permitted or required surcharges or pass-through costs (the "Base Rate") as Buyer's effective sanitary wastewater rates, provided such rates shall not be lower than those in effect on the date this Agreement is executed. Buyer intends to bill customers on a monthly basis instead of quarterly billing, which Buyer will prorate accordingly.

(b) Rate Stabilization. After Closing, Buyer shall begin charging the Base Rate as Buyer's rates within the Service Area, which Base Rate the Parties agree may not be increased until after the third anniversary of the Closing Date (the "Stabilization Period").

(c) The rate provisions of Sections 7.05(a) and (b) shall be part of the Buyer's requested PaPUC Governmental Approval and shall be expressly incorporated into a final PaPUC approval of the transaction.

Section 7.06. 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 shall be paid by Buyer.

Section 7.07. PaPUC Approval. Promptly after the Effective Date, Buyer covenants and agrees to 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 and (ii) the approval of the acquisition of the System by Buyer under terms and conditions that are reasonably acceptable to Seller and Buyer. Seller shall cooperate with and assist the Buyer in proceedings before the PaPUC. Buyer and Seller hereby agree that the procedures for determining fair market value of the System and Acquired Assets outlined in Section 1329(a) of Title 66 of the Pennsylvania Consolidated Statutes shall be utilized and filed with the PaPUC as contemplated by Section 1329(c) of Title 66 of the Pennsylvania Consolidated Statutes.

Section 7.08. Remedies for Breach of Article VII Agreements. In the event of a breach by Buyer of 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 shall also be entitled to commence proceedings before the PaPUC seeking enforcement of such covenants and agreements.

Section 7.09. Operation and Maintenance of the MS4 System. Subject to applicable Law, the Seller, shall at all times maintain ownership of its MS4 System and Stormwater System Assets. The Seller will maintain any NPDES permits related to the Stormwater System Assets.

Section 7.10. Pending Development Plans.

(a) Buyer and 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. Buyer acknowledges that Seller is responsible to perform certain duties with respect to payments received from third parties on account of the EDU Fee Cash paid to obtain EDUs for the Pending Development Plans. In recognition of and as full and complete compensation for the costs and expenses that may be incurred by Seller in connection with the Pending Development Plans, Buyer shall make a single payment of Four Hundred Thousand Dollars (\$400,000.00) (the "Pending Development Plan Payment") to Seller, as provided in Section 3.01.

(b) All EDU Fee Cash received by the Seller after the Closing Date for any Pending Development Plans set forth on Schedule 4.19 shall be paid to Buyer within fifteen (15) Business

Days of receipt by the Seller in accordance with wiring or mailing instructions provided by the Buyer to the Seller.

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 set forth in Section 4.01 (Organization), Section 4.02 (Power and Authority), Section 4.03 (Enforceability) and Section 4.17 (Brokers' and Finders' Fees) (collectively, the "Seller Fundamental Representations") shall survive the Closing indefinitely or until the latest date permitted by applicable Law, and (b) the representations and warranties of Buyer set forth 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 prior to 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 agrees to 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 material misrepresentation as to, or any material inaccuracy in, any of the representations and warranties of the Seller contained in this Agreement or in any exhibit, schedule, certificate or other instrument or document furnished or to be furnished by the Seller prior to 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 Seller contained in this Agreement or in any exhibit, schedule, certificate or other instrument or document furnished or to be furnished by the Seller prior to the Closing pursuant to this Agreement; or (c) any Excluded Liability or Excluded Asset.

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 agrees to

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 material 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 any claims by any Governmental Authority; (d) Buyer's actions involving Environmental Laws, 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 by reason 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 shall have the right to 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 shall be 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. In the event that 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 shall have the right, at its own cost and expense, to 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 each other 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 by reason 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 such 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 shall be deemed to have rejected such claim, in which case the Indemnified Party shall be 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 shall 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 shall be 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 Seven Hundred Fifty Thousand Dollars (\$750,000) in the aggregate (the "Threshold Amount"), in which case Seller shall then be liable for Losses in excess of the Threshold Amount; *provided, however,* 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.

(b) Subject to the other limitations contained in this Section 8.05 neither Seller nor the Seller Indemnified Persons shall be 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; *provided, however,* 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..

(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 5% 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 or in the case of fraud, intentional misrepresentation or willful misconduct which shall not be subject to the Liability Cap, but shall be 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 shall be 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 prior to 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 shall 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 3.01, 7.04(e), 7.06, 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 hereby 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(h) shall limit any Person's right to seek and obtain any equitable relief and/or specific performance to which any Person shall be entitled pursuant to this Agreement.

Section 8.06. **Knowledge of Breach.** Seller shall 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 prior to the Closing.

ARTICLE IX.

PRE-CLOSING COVENANTS OF THE SELLER

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 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, and (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 and the System and their customers, lenders, suppliers, regulators and others having business relationships with the Seller and the System including, but not limited to, the land development agreements in existence as of the Effective Date which such agreements shall not be materially amended without notice to and the consent of Buyer, which consent shall not be unreasonably withheld or delayed.

Section 9.02. **Cooperation.** Seller shall reasonably cooperate with Buyer and its employees, attorneys, accountants and other agents and, generally, act in reasonably good faith to timely effectuate the purposes of this Agreement and the consummation of the transactions contemplated by this Agreement.

Section 9.03. **Supplements and Updates.** The Seller shall promptly deliver to Buyer any supplemental information updating the information set forth in the representations and warranties set forth 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 three (3) Business Days prior to 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 herein.

Section 9.04. **Governmental Approvals.** Promptly after the execution of this Agreement, or as required by Law, except as provided in Section 7.07 or otherwise expressly provided herein, the Seller shall file all applications and reports that are required to be filed by Seller with any Governmental Authority as provided on Schedule 4.05 to the Buyer. Seller shall also promptly provide all information that any Governmental Authority may require in connection with any such application or report. The Seller shall use all commercially reasonable efforts to obtain all consents and approvals of any kind from any person in connection with the transactions contemplated hereby. All authorizations of any Governmental Authority necessary to consummate the transactions contemplated by this Agreement shall have been obtained in form and content reasonably satisfactory to Buyer and the Seller prior to Closing and shall be final and non-appealable. In the event a party to the PaPUC proceeding appeals PaPUC authorization of the transaction, the Buyer and Seller may still mutually agree to proceed to consummate the transaction.

ARTICLE X.

PRE-CLOSING COVENANTS OF BUYER

Buyer covenants and agrees to comply with the following provisions:

Section 10.01. **Actions Before the Closing Date.** Buyer shall not take any action which shall 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 best 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 all commercially reasonable efforts to obtain all required consents and approvals of any kind from any person in connection with the transactions contemplated hereby.

Section 10.03. **Cooperation.** Buyer shall reasonably cooperate with the Seller 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 effectuate 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 set forth 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. At least three (3) Business Days prior to 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.**

(a) Receipt of all required material, non-governmental third party consents and any other approvals necessary to consummate the transactions contemplated by this Agreement set forth in Schedule 11.01(a) and all consents, waivers, authorizations and approvals of any Governmental Authority required pursuant to Section 4.04;

(b) No later than thirty (30) days prior to the Closing Date, the Board of Supervisors shall approve: (i)(A) the defeasance and redemption of any outstanding bonds issued by the Seller on the System included in Outstanding Indebtedness and (B) the discharge of any other outstanding debt issued to the Seller and payable to any current lender and (ii) the transfer to Buyer or for its benefit of related funds held in any construction fund or account under any

indenture(s) being held by the Seller or any lender to the Seller on any outstanding debt (it being understood that any debt service funds or debt service reserve funds will be applied to the defeasance, redemption and discharge of outstanding debt); and

(c) Receipt of any required environmental and other Governmental Approvals required for transfer and operation of the System by Buyer, with terms and conditions reasonably acceptable to Buyer, including without limitation all required EPA and PaDEP approvals and all such Authorizations and Permits and Governmental Approvals shall be final (and not subject to any appeal and any applicable appeal period having expired).

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 shall have issued a Final Order approving the acquisition of the System under terms and conditions that are reasonably acceptable to the Seller and Buyer. In the event a party to the PaPUC proceeding appeals PaPUC authorization of the transaction, the Buyer and Seller may still mutually agree to proceed to consummate the transaction.

Section 11.04. No Injunctions. Neither the 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 in all material respects all obligations 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 herein.

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 in Schedule 12.01(a) and all consents, waivers, authorizations and approvals of any Governmental Authority required pursuant to Section 4.05;

(b) Approval by the Board of Supervisors for: (i)(A) defeasance and redemption of any outstanding bonds issued by the Seller on the System included in the Outstanding Indebtedness and (B) discharge of any other outstanding debt issued to the Seller and payable to any current lender and (ii) applying any funds related funds held in any construction fund or account under any indenture(s) being held by the Seller or any lender to the Seller on any outstanding debt (it being understood that any debt service funds or debt service reserve funds will be applied to the defeasance, redemption and discharge of outstanding debt); and

(c) Receipt of any required environmental and other Governmental Approvals required for transfer and operation of the System by Buyer, with terms and conditions reasonably acceptable to Buyer, including without limitation all required EPA and PaDEP approvals and all such Authorizations and Permits and Governmental Approvals shall be final (and not subject to any appeal and any applicable appeal period having expired).

Section 12.02. **Representations and Warranties of Seller.** The representations and warranties made by the Seller in Article IV 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 shall have issued a Final Order approving the acquisition of the System under terms and conditions that are reasonably acceptable to the Seller and Buyer. In the event a party to the PaPUC proceeding appeals PaPUC authorization of the transaction, the Buyer and Seller may still mutually agree to proceed to consummate the transaction.

Section 12.04. **No Injunctions.** Neither the Seller or 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 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 herein.

Section 12.07. **Performance of the Obligations of Seller.** Seller shall have performed in all material respects all obligations 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.

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 five (5) 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 shall be effective at 12:01 a.m., Limerick Township, PA time, on the Closing Date (the "Closing Effective Time").

Section 13.02. **Deliveries by Seller.** At the Closing, the 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;

- (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 the Seller pursuant to Section 12.02 of this Agreement;
- (h) Certificate of the Seller pursuant to Section 12.08 of this Agreement;
- (i) A duly executed opinion of Seller's counsel as provided in Section 12.06;
- (j) 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; and
- (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.

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 11.06 of this Agreement;
- (e) A duly executed opinion of Buyer's counsel as provided in Section 11.05;
- (f) Evidence of PaPUC approval as provided in Section 12.03; 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 hereinafter provided, be terminated and abandoned at any time prior to completion of the Closing:

- (a) By the mutual consent of the Seller and the Buyer;
- (b) By either the Seller or the Buyer if:

(i) the Closing shall not have occurred on or prior to the Outside Date; provided, however, 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 pursuant to the terms of this Agreement or of any representation or warranty of the Seller 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 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 hereto under this Agreement will terminate without further action by either party and without liability or other obligation of either party to the other party hereunder; provided, however, that no party will be released from liability hereunder if this Agreement is terminated and the transactions abandoned by reason of any willful breach 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, neither 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 the 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 herein, 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 shall be subject to review and approval by the other Party prior to issuance, such approval not to be unreasonably withheld, conditioned or delayed.

Section 15.03. **Notices.** All notices, other communications and approvals required or permitted by this Agreement shall be in writing, shall state specifically that they are being given pursuant to this Agreement and shall be addressed as follows:

in the case of the Seller:

Attention:

Limerick Township
646 West Ridge Pike
Limerick, PA 19468
Attention: Township Manager
Fax: 484-931-6033

with a copy to:

Limerick Township
646 West Ridge Pike
Limerick, PA 19468
Attention: Solicitor
Fax: 484-931-6033

in the case of the Buyer:

Attention:

Aqua Pennsylvania Wastewater, Inc.
762 W. Lancaster Avenue
Bryn Mawr, PA 19010
Attention: General Counsel
Fax: 610-645-1061

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 shall be 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 shall be 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 shall not 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 shall remain in full force and effect and shall 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 by reason 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 shall 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 shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude 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 hereinafter provided, 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.** Neither Party hereto shall assign or delegate this Agreement or any rights or obligations hereunder without the prior written consent of the other Parties hereto, and any attempted assignment or delegation without prior written consent shall be void and of no force or effect.

Section 15.10. **Governing Law; Jurisdiction.** This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania (without giving effect to the principles of conflicts of laws thereof). The Parties hereto 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 herein 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 shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

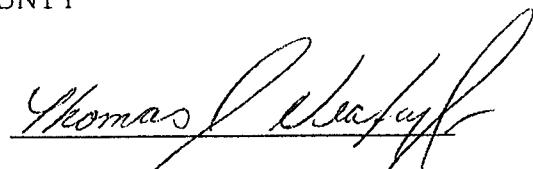
Section 15.12. **Counterparts; Facsimile Execution.** This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same agreement. This Agreement shall be effective when it has been executed by each Party and delivered to both Parties. To evidence the fact that it has executed this Agreement, a Party may send a copy of its executed counterpart to the other Party by facsimile transmission. Such Party shall be deemed to have executed and delivered this Agreement on the date it sent such facsimile transmission. In such event, such Party shall forthwith deliver to the other Party an original counterpart of this Agreement executed by such Party.

[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.

LIMERICK TOWNSHIP, MONTGOMERY
COUNTY

By: 

Printed: Thomas Neafcy Jr.

Its: Board Chairman

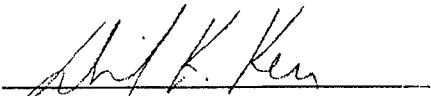
AQUA PENNSYLVANIA WASTEWATER, INC.

By: _____

Printed: _____

Its: President

ATTEST:

By: 

Name: Daniel K. Kerr

Its: Secretary

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.

LIMERICK TOWNSHIP, MONTGOMERY
COUNTY

By: _____

Printed: _____

Its: _____

AQUA PENNSYLVANIA WASTEWATER, INC.

By: Howard D.

Printed: Howard A. Lucca

Its: President



BOROUGH OF ROYERSFORD

300 MAIN STREET
ROYERSFORD, PENNSYLVANIA 19468
(610) 948-3737 • FAX (610) 948-2915



00114700

October 11, 2016

Mr. Daniel K. Kerr, Township Manager
Limerick Township
646 West Ridge Pike
Limerick, PA 19468

Dear Dan,

The Borough of Royersford is in agreement to approve an Assignment of the Inter municipal Sewer Agreement between Limerick Township and Royersford Borough when needed.

Sincerely,

Anil Dham
Council President
Royersford Borough

EXTENSION OF AGREEMENT

BETWEEN

BOROUGH OF ROYERSFORD,

THE TOWNSHIP OF LIMERICK

AND

THE LIMERICK TOWNSHIP MUNICIPAL AUTHORITY

LAW OFFICES

WISLER, PEARLSTEIN, TALONE, CRAIG & GARRY
515 SWEDD STREET
NORRISTOWN, PA.

EXTENSION OF AGREEMENT BETWEEN THE BOROUGH OF ROYERSFORD,
THE TOWNSHIP OF LIMERICK AND THE LIMERICK TOWNSHIP
MUNICIPAL AUTHORITY, PROVIDING FOR SEWER
SERVICE FOR THE TOWNSHIP OF LIMERICK

THIS EXTENSION made and concluded this 30th day of November , 1976, by and between the BOROUGH OF ROYERSFORD, (hereinafter called "Royersford") and the LIMERICK TOWNSHIP MUNICIPAL AUTHORITY and the TOWNSHIP OF LIMERICK, (hereinafter called collectively "Limerick").

WITNESSETH :

WHEREAS, the parties entered into an Agreement dated the 4th day of December 1967, providing for sewer service for the Township of Limerick, to be provided by Royersford; and

WHEREAS, the said Agreement of December 4, 1967, in Paragraph 15 thereof provides that Royersford agrees to accept, treat and dispose of raw sewage from Limerick for a period of not less than ten years from December 4, 1967; and

WHEREAS, the parties desire to enter into an extension of the said Agreement of December 4, 1967.

NOW THEREFORE, and in consideration of the mutual promises and covenants herein contained, and intending to be legally bound, the parties hereto do covenant and agree as follows:

1. From and after December 4, 1977, Royersford agrees to accept, treat and dispose of raw sewage from Limerick, in accordance with the terms of the Agreement of December 4, 1967, for a period of one year and from year to year thereafter unless Royersford terminates this Agreement and the Agreement of December 4, 1967, by giving six months' written notice of Royersford's intention to terminate this agreement, such written notice to be delivered to the Limerick Township Secretary at least six months' prior to the expiration date of any extension or renewal period.

2. In all other respects, the Agreement of December 4, 1967, shall remain in full force and effect.

3. The Royersford Borough Authority is no longer in existence. The Borough of Royersford is now the owner and operator of the Sewerage Dis-

posal System servicing the Borough of Royersford.

IN WITNESS WHEREOF, the parties hereto have set their hands and
seals the day and year first above written.

BOROUGH OF ROYERSFORD

By Redney Johnson President

Attest: Robert D. Hikel Secretary

TOWNSHIP OF LIMERICK

By Richard K. Allebach
Chairman of Limerick Twp. Board of Supervisors

Attest: Barbara L. Baumman Secretary

LIMERICK TOWNSHIP MUNICIPAL AUTHORITY

By Robert A. Kerner Chairman

Attest: George W. Zelley Secretary

AGREEMENT BETWEEN
THE BOROUGH OF ROYERSFORD,
THE ROYERSFORD BOROUGH
AUTHORITY
THE TOWNSHIP OF LIMERICK
AND
THE LIMERICK TOWNSHIP
MUNICIPAL AUTHORITY

PROVIDING FOR SEWER SERVICE
FOR THE TOWNSHIP OF LIMERICK

L. STANLEY MAUGER
EVAN KRAMZEL
ALBERT B. WRIGLEY
SHERWOOD L. VERGEY
ATTORNEYS AT LAW
152 HIGH STREET, POTTSOWN, PA.

AGREEMENT BETWEEN THE BOROUGH OF ROYERSFORD,
ROYERSFORD BOROUGH AUTHORITY, THE TOWNSHIP OF
LIMERICK, AND THE LIMERICK TOWNSHIP MUNICIPAL
AUTHORITY, PROVIDING FOR SEWER SERVICE FOR
THE TOWNSHIP OF LIMERICK

THIS AGREEMENT made and concluded this 4th day of December A.D. 1967, by and between the BOROUGH OF ROYERSFORD and the ROYERSFORD BOROUGH AUTHORITY (hereinafter called collectively "Royersford") and THE LIMERICK TOWNSHIP MUNICIPAL AUTHORITY and the TOWNSHIP OF LIMERICK (hereinafter called collectively "Limerick"), witnesseth:

WHEREAS, the BOROUGH OF ROYERSFORD, together with the ROYERSFORD BOROUGH AUTHORITY, now owns and operates a sewage disposal system servicing the Borough of Royersford, and

WHEREAS, there is some excess capacity of the sewage treatment plant which may be used to process sewage received from outside of the Borough of Royersford, and

WHEREAS, LIMERICK wishes to discharge raw sewage into the sewage system of Royersford to be treated and disposed of by the said Borough of Royersford.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, and intending to be legally bound, the parties hereto do covenant and agree as follows:

1. ROYERSFORD agrees to accept, treat and dispose of raw sewage from the Township of Limerick under the terms and conditions hereinafter set forth. Said raw sewage shall be restricted to the sewage originating from those areas of Limerick Township delineated upon the map of Limerick Township as attached.

Post-it™ brand fax transmittal memo 7571 # of pages 8

To: <u>DIABONI</u>	From: <u>CITYCL</u>
Co. <u>L.T.M.</u>	Co. <u>L.T.M.H.</u>
Dept.	Phone #
Fax # <u>405-5702</u>	Fax # <u>948-0145</u>

hereto. Said map is hereby incorporated into, and made a part of, this Agreement.

2. Sewage received by ROYERSFORD from LIMERICK shall not contain storm water, roof or surface or subsurface drainage from storm water inlets, sump-pumps, floor drains, roof leaders and from other direct sources; nor shall it contain any industrial waste, chemical or other matters

- a) having a temperature higher than 150° F;
- b) containing more than 100 parts per million by weight of fat, oil or grease;
- c) containing any gasoline, benzine, naptha, fuel oil or other inflammable or explosive liquid, solid or gas;
- d) containing any unground garbage;
- e) containing any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure or other solid or viscous substance capable of causing obstruction or other interference with the proper operation of the sewage treatment plant;
- f) having a "PH" (as determined by consulting engineers for ROYERSFORD) lower than 4.5 or higher than 9.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment or personnel of the sewage treatment plant;
- g) containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, or create any hazard in the receiving waters of the sewage treatment plant. Toxic wastes shall include wastes containing cyanide, copper and/or chromium ions;
- h) containing total solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant;
- i) containing noxious or malodorous gas or substance capable of creating a public nuisance.

3. All expenses of connecting the contemplated sewage collecting system of the TOWNSHIP OF LIMERICK to the present system of the BOROUGH OF ROYERSFORD shall be paid by LIMERICK. All material shall be supplied by them and all labor shall be supplied by them. Supervision shall be supplied by LIMERICK; provided that

ROYERSFORD shall have the right to approve the type of connection or connections, material used, etc., and shall have the right of inspection at any time during construction and thereafter.

4. It is agreed and understood that ownership of all materials installed by LIMERICK shall remain in LIMERICK. LIMERICK agrees to maintain said materials at its own expense and agrees at all times to keep all lines feeding material into the ROYERSFORD system in a good state of repair so there is no possibility of the efficiency of the ROYERSFORD system being impaired by any defects of any kind of that part of the system in LIMERICK, or its use. LIMERICK shall maintain all lines, connections, and materials of any and all kinds in conformance with the standards then existing for the inhabitants of ROYERSFORD. This shall include, without being limited to, the Plumbing Code then in effect in the Borough of Royersford. This provision shall apply to both public and private facilities. ROYERSFORD shall have the right under this Agreement, at all reasonable times, to inspect all parts of the LIMERICK sewerage system feeding sewage into the ROYERSFORD system. Should any defects or inadequacies according to the standards as herein set forth be discovered LIMERICK shall immediately remedy the defects or inadequacies. Should LIMERICK fail to remedy or correct the said defect or inadequacy LIMERICK shall terminate the discharge of sewage into the ROYERSFORD system from the offending property or properties, line or lines. This paragraph shall apply to all facilities within buildings, the same as is provided for the inhabitants and buildings of the BOROUGH OF ROYERSFORD. Where necessary, LIMERICK shall provide for entry into buildings by the proper employees or officials of the BOROUGH OF ROYERSFORD. >

*Added to
"General
Liability
Policy"
3/4/69*

5. LIMERICK shall maintain Liability Insurance covering its sewage collection system and particularly any and all parts or connections having to do in any way with ROYERSFORD. Said policy or policies shall be at the expense of LIMERICK, shall name the component parts of ROYERSFORD as named insured, and shall be in such amounts as the parties hereto shall mutually agree upon. At all times the amount of coverage shall be in an amount not less than that found adequate by the Borough Council of the Borough of Royersford.

6. LIMERICK shall pay ROYERSFORD for "each user" sewer rent at the same rates that are applicable within the Borough of Royersford, as they are now established, or may hereafter be established. The said "sewer rents" shall be subject to the same time of payment, the same penalties, and to the same terms and conditions as they are in the Borough of Royersford.

7. ROYERSFORD shall send all bills (or a composite bill as may be determined) to the Supervisors of Limerick Township, at the same time as bills are delivered to users in the Borough of Royersford. LIMERICK shall make payment in full of the complete bill or bills within sixty (60) days of receipt thereof, subject to penalties, etc., as above set forth.

8. All users in Limerick Township shall be included in the above "composite billing." This shall include all users who may, at the effective date of this agreement, be already connected to the sewage system of the Borough of Royersford.

9. Connections to individual users shall be made by LIMERICK and at such charge as LIMERICK shall determine; provided, that if any connections are made into collecting lines that are not

provided by LIMERICK, ROYERSFORD shall be paid, by the individual user, the connection charge then in effect in ROYERSFORD (presently \$125.00).

10. It is agreed and understood that LIMERICK shall pay ROYERSFORD each quarter for the use of the ROYERSFORD sewer system as herein set forth. Payment to ROYERSFORD shall in no way be contingent upon receipt of "sewer rents" from users in Limerick Township and LIMERICK specifically agrees to assume all duties and obligations having to do with the collection of sewer rent from individual users in Limerick Township.

11. The Supervisors of the Township of Limerick agree to become a part of this Agreement. The Supervisors may delegate certain parts of this agreement to the Limerick Municipal Authority or to other possible units in the Township of Limerick, as LIMERICK may determine; provided, that the Supervisors of the Township of Limerick specifically agree to obligate the full faith and credit of Limerick Township for the performance of all duties and obligations of Limerick Municipal Authority or any other unit of LIMERICK, under the terms of this Agreement; and ROYERSFORD may, if it sees fit, declare the Supervisors of the Township of Limerick responsible for complete performance by LIMERICK of the terms of this Agreement.

12. Connection or connections into the ROYERSFORD system shall be made at such points as may be mutually agreed by the parties hereto; provided that they shall be at such points as shall make installation of collecting lines by LIMERICK economically feasible and shall, at the same time, provide for efficient operation of the ROYERSFORD system.

13. Control, operation, maintenance, and all decisions in respect to the treatment plant of the Borough of ROYERSFORD shall remain in ROYERSFORD.

14. The lines of LIMERICK shall be "flushed" at such times as may be necessary and desirable for efficient operation of the LIMERICK system and the ROYERSFORD system. LIMERICK may, at its option, provide for the flushing of these lines; however, LIMERICK may, at its option, request ROYERSFORD to flush the lines in LIMERICK in which case ROYERSFORD shall do so. ROYERSFORD shall charge LIMERICK for flushing the lines in LIMERICK the actual cost of labor used and materials used, plus 15% of the total thereof. In computing "the cost of labor" there shall be added to the amount actually paid to the employees of ROYERSFORD proper amounts for Social Security and Unemployment Tax payments made by ROYERSFORD and any amount or amounts that may be expended by ROYERSFORD for Hospitalization, Pension Plans, etc.

15. ROYERSFORD agrees to accept, treat and dispose of raw sewage from LIMERICK as herein set forth for a period of not less than ten (10) years. ROYERSFORD may terminate this Agreement at any time after the initial ten-year period as aforesaid by giving one (1) year's written notice of ROYERSFORD'S intention to terminate this Agreement, such written notice shall be delivered to the Limerick Township Secretary.

16. LIMERICK may discontinue the discharge into, and use of the ROYERSFORD sewage system at any time, upon the giving of six (6) months' notice to ROYERSFORD.

17. If and when LIMERICK shall discontinue the use of ROYERSFORD sewer facilities, either in whole or in part, it shall

have the right to remove any and all materials added by them to the ROYERSFORD system provided that the ROYERSFORD system shall not be in any way damaged by said removal so it is in worse condition than it was before the materials were added.

18. This Agreement shall be effective when signed by all the parties hereto. ROYERSFORD shall accept raw sewage from LIMERICK at such time or times as LIMERICK shall determine and provide connection as set forth in this Agreement.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

BOROUGH OF ROYERSFORD

By: Leon J. Goldsmith President

Attest: Benjamin J. Gray Secretary

ROYERSFORD BOROUGH AUTHORITY

By: Raymond J. Knobles Chairman

Attest: I. Norman MacLennan Secretary

TOWNSHIP OF LIMERICK

By: Frank Rumber Chairman of Limerick Township Board of Supervisors

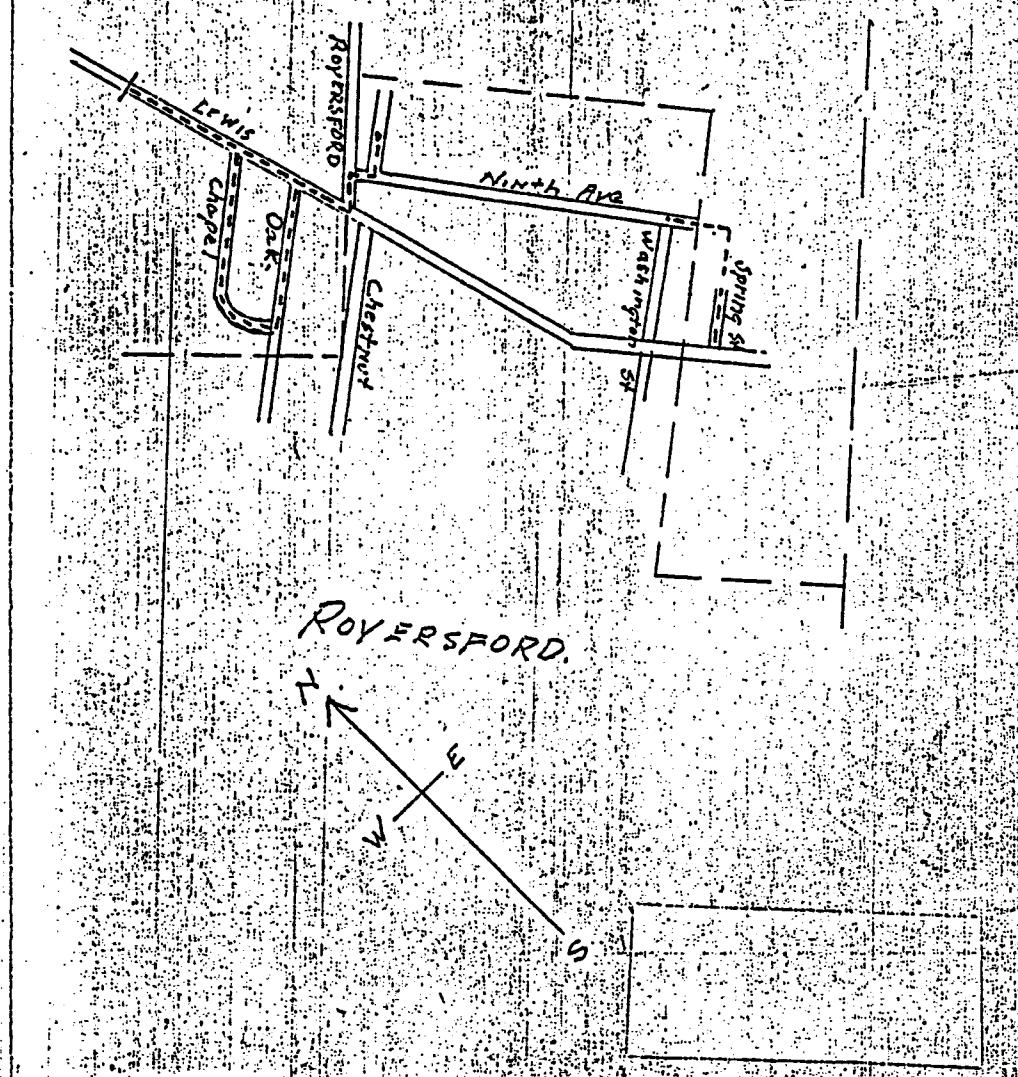
Attest: Barbara L. Bauman Secretary

LIMERICK TOWNSHIP MUNICIPAL AUTHORITY

By: John C. Givens Chairman

Attest: Barbara L. Bauman Assistant Secretary

Map of proposed new sewer lines to service only buildings fronting on the streets containing the new lines and said buildings must be within four hundred feet (400') of the new sewer lines. The sewer line of Lewis Road shall extend a distance of approximately one thousand four hundred feet (1,400') into Limerick Township from the Limerick-Royersford boundary line.



March 8, 2017

LMSD 0000.03

CERTIFIED MAIL

Michael McCloskey, Jr., Chairman
Limerick Township Planning Commission
646 West Ridge Pike
Limerick, PA 19468

**RE: Limerick Township, Montgomery County
Act 537 Plan Special Study**

Dear Mr. McCloskey:

In accordance with PaDEP requirements, please accept the attached Draft Act 537 Plan Special Study on behalf of Limerick Township, Montgomery County. Please review the plan and provide this office with any comments you may have.

Please feel free to contact us if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "RMC".

Robert M. Campbell, PE
Township Sewer Engineer
PENNONI ASSOCIATES INC.

RMC\

cc: Daniel Kerr, Limerick Township Manager

March 8, 2017

LMSD 0000.03

CERTIFIED MAIL

Mr. Robin P. MacNamara
Aqua Pennsylvania, Inc.
2290 Computer Avenue
Willow Grove, PA 19090

**RE: Limerick Township, Montgomery County
Act 537 Plan Special Study**

Dear Mr. MacNamara:

In accordance with PaDEP requirements, please accept the attached Draft Act 537 Plan Special Study on behalf of Limerick Township, Montgomery County. Please review the plan and provide this office with any comments you may have.

Please feel free to contact us if you have any questions.

Sincerely,



Robert M. Campbell, PE
Township Sewer Engineer
PENNONI ASSOCIATES INC.

RMC\

cc: Daniel Kerr, Limerick Township Manager



3100 Horizon Drive
Suite 200
King of Prussia, PA 19406
T: 610-277-2402
F: 610-277-7449

www.pennoni.com

March 8, 2017

LMSD 0000.03

CERTIFIED MAIL

Michael A. Leonard, Borough Manager
Borough of Royersford
300 Main Street
Royersford, PA 19468

**RE: Limerick Township, Montgomery County
Act 537 Plan Special Study**

Dear Mr. Leonard:

In accordance with PaDEP requirements, please accept the attached Draft Act 537 Plan Special Study on behalf of Limerick Township, Montgomery County. Please review the plan and provide this office with any comments you may have.

Please feel free to contact us if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "RMC" followed by a stylized surname.

Robert M. Campbell, PE
Township Sewer Engineer
PENNONI ASSOCIATES INC.

RMC\

cc: Daniel Kerr, Limerick Township Manager

March 8, 2017

LMSD 0000.03

CERTIFIED MAIL

Jody L. Holton, AICP, Executive Director
Montgomery County Planning Commission
P.O. Box 311
Norristown, PA 19404-0311

**RE: Limerick Township, Montgomery County
Act 537 Plan Special Study**

Dear Ms. Holton:

In accordance with PaDEP requirements, please accept the attached Draft Act 537 Plan Special Study on behalf of Limerick Township, Montgomery County. Please review the plan and provide this office with any comments you may have.

Please feel free to contact us if you have any questions.

Sincerely,



Robert M. Campbell, PE
Township Sewer Engineer
PENNONI ASSOCIATES INC.

RMC\

cc: Daniel Kerr, Limerick Township Manager

March 8, 2017

LMSD 0000.03

CERTIFIED MAIL

Irshad A. Shaikh, MD, MPH, PhD
Montgomery County Health Department
1430 DeKalb Street
Norristown, PA 19404

**RE: Limerick Township, Montgomery County
Act 537 Plan Special Study**

Dear Dr. Shaikh:

In accordance with PaDEP requirements, please accept the attached Draft Act 537 Plan Special Study on behalf of Limerick Township, Montgomery County. Please review the plan and provide this office with any comments you may have.

Please feel free to contact us if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "RMC" followed by a stylized surname.

Robert M. Campbell, PE
Township Sewer Engineer
PENNONI ASSOCIATES INC.

RMC\

cc: Daniel Kerr, Limerick Township Manager

FD-381

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Bob Campbell [LMSD 0000.03]
PENNONI ASSOCIATES INC.
One Drexel Plaza
3001 Market Street
Philadelphia, PA 19104-2897

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1. Article Addressed to:

Mr. Robin P. MacNamara
Aqua Pennsylvania, Inc.
2290 Computer Avenue
Willow Grove, PA 19090



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2. Article Number (Transfer from service label)

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A. Signature

Agent
 Addressee

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3. Service Type

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 Insured Mail Restricted Delivery (over \$500)

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13 MAR '17

PM 51



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Bob Campbell [LMSD 0000.03]

PENNONI ASSOCIATES INC.

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3001 Market Street

Philadelphia, PA 19104-2897

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Article Addressed to:

Michael McCloskey, Jr., Chairman

Limerick Township Planning Comm.

416 West Ridge Pike

Limerick, PA 19468



9590 9401 0052 5071 8457 67

Article Number (Transfer from service label)

2014 2120 0000 4094 6770

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Dawn Household

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)

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Registered Mail Restricted

Delivery

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Merchandise

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PA 151

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Bob Campbell [LMSD 0000.03]
PENNONI ASSOCIATES INC.
One Drexel Plaza
3001 Market Street
Philadelphia, PA 19104-2897

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

. Article Addressed to:

Michael A. Leonard, Borough Ma
royersford Borough
300 Main Street
Royersford, PA 19468



9590 9401 0052 5071 8459 89

. Article Number (Transfer from service label)

7014 2120 0000 4094 6763

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Jessica Sieger Agent
 Jessica Sieger Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input checked="" type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	

SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Irshad A. Shaikh, MD, MPH, PhD
Montgomery County Health Dep
1430 DeKalb Street
Norristown, PA 19404



9590 9401 0052 5071 8459 10

2. Article Number (Transfer from service label)

7014 2120 0000 4094 6787

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

P. Giambra Agent
 Addressee

B. Received by (Printed Name)**C. Date of Delivery**

P. Giambra Yes
If YES, enter delivery address below: No

**3. Service Type**

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input checked="" type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> Restricted Delivery
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	

SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Jody L. Holton, AICP, Executive Director
Montgomery County Planning Commission
P.O. Box 311
Norristown, PA 19404-0311



9590 9401 0052 5071 8459 27

2. Article Number

71

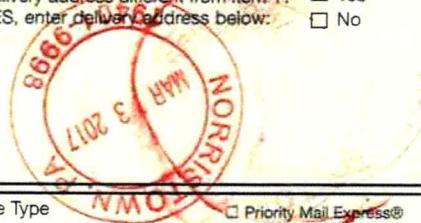
PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

P. Giambra Agent
 Addressee

B. Received by (Printed Name)**C. Date of Delivery**

P. Giambra Yes
If YES, enter delivery address below: No

**3. Service Type**

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input checked="" type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
	<input type="checkbox"/> Signature Confirmation
	<input type="checkbox"/> Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053

Domestic Return Receipt

LEGAL NOTICE

NOTICE IS GIVEN that on September 5, 2017 at 7:00 P.M. at the Limerick Township Municipal Building located at 155 S. Limerick Road, Limerick, Pennsylvania, the Board of Supervisors of Limerick Township shall hold a public hearing to consider adoption of the following Resolution entitled:

A RESOLUTION OF THE SUPERVISORS OF LIMERICK TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, ADOPTING AND SUBMITTING A SPECIAL STUDY ON THE TOWNSHIP SEWAGE FACILITIES MANAGEMENT (537) PLAN TO THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR APPROVAL.

This Resolution pertains to Limerick Township adopting and submitting a Special Study to facilitate the sale of the sanitary sewer system in accordance with the PA DEP requirements. A complete copy of the proposed Act 537 Plan Special Study summarized above is available for examination and review by the public for a period of not less than 30 days at the Limerick Township Municipal Building, located at 155 S. Limerick Road, Limerick Township, Montgomery County, Pennsylvania, Monday through Friday from 8:00 a.m. to 4:00 p.m., where it may be examined without charge or obtained for a charge not greater than the cost thereof. Public comments will be accepted at the Limerick Township Municipal Building, Monday through Friday from 8:00 a.m. to 4:00 p.m. until September 5, 2017. If you are a person with a disability and wish to attend this public meeting/public hearing, and require an auxiliary aid, service or other accommodation to participate, please contact the Township Manager at (610) 495-6432 at least five (5) days prior to the public hearing/public meeting to discuss how the Township may accommodate your needs.

Daniel K. Kerr, Limerick Township Manager

PHILADELPHIA GROUP

AFFIDAVIT OF PUBLICATION
24 N. Hanover Street • Pottstown, PA 19464

Limerick Township Finance Dept
646 W RIDGE PIKE
LIMERICK, PA 19468
Attention:

**STATE OF PENNSYLVANIA,
COUNTY OF MONTGOMERY**

The undersigned , being duly sworn the he/she is the principal clerk of The Mercury, The Mercury Digital, published in the English language for the dissemination of local or transmitted news and intelligence of a general character, which are duly qualified newspapers, and the annexed hereto is a copy of certain order, notice, publication or advertisement of:

Limerick Township Finance Dept

Published in the following edition(s):

The Mercury	08/01/17
The Mercury Digital	08/01/17

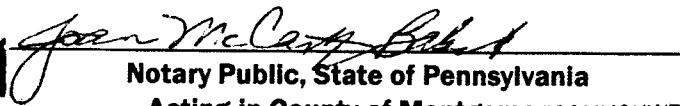
LEGAL NOTICE
NOTICE IS GIVEN that on September 5, 2017 at 7:00 P.M. at the Limerick Township Municipal Building located at 155 S. Limerick Road, Limerick, Pennsylvania, the **Board of Supervisors of Limerick Township** shall hold a public hearing to consider adoption of the following Resolution entitled:

A RESOLUTION OF THE SUPERVISORS OF LIMERICK TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA, ADOPTING AND SUBMITTING A SPECIAL STUDY ON THE TOWNSHIP SEWAGE FACILITIES MANAGEMENT (537) PLAN TO THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR APPROVAL.

This Resolution pertains to Limerick Township adopting and submitting a Special Study to facilitate the sale of the sanitary sewer system in accordance with the PA DEP requirements. A complete copy of the proposed Act 537 Plan Special Study summarized above is available for examination and review by the public for a period of not less than 30 days at the Limerick Township Municipal Building, located at 155 S. Limerick Road, Limerick Township, Montgomery County, Pennsylvania, Monday through Friday from 8:00 a.m. to 4:00 p.m., where it may be examined without charge or obtained for a charge not greater than the cost thereof. Public comments will be accepted at the Limerick Township Municipal Building, Monday through Friday from 8:00 a.m. to 4:00 p.m. until September 5, 2017. If you are a person with a disability and wish to attend this public meeting/public hearing, and require an auxiliary aid, service or other accommodation to participate, please contact the Township Manager at (610) 495-6432 at least five (5) days prior to the public hearing/public meeting to discuss how the Township may accommodate your needs.

Daniel K. Kerr, Limerick Township Manager

MER 8/1 a-1


Notary Public, State of Pennsylvania
Acting in County of Montgomery

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Joan McCarty Babia, Notary Public
Upper Darby Twp., Delaware County
My Commission Expires April 19, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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RESOLUTION NO. 2017-21
LIMERICK TOWNSHIP
MONTGOMERY COUNTY, PA

**A RESOLUTION OF THE SUPERVISORS OF LIMERICK TOWNSHIP,
MONTGOMERY COUNTY, PENNSYLVANIA, ADOPTING AND SUBMITTING A
SPECIAL STUDY ON THE TOWNSHIP SEWAGE FACILITIES MANAGEMENT (537)
PLAN TO THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL
PROTECTION FOR APPROVAL.**

WHEREAS, 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 (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, requires Limerick Township to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters and/or environmental health hazards with sewage waters, and to revise said plan whenever it is necessary to meet the sewage disposal needs of the municipality;

WHEREAS, Limerick Township, through its consulting engineer, Pennoni Associates Inc., has prepared an Act 537 Plan Special Study, dated February 2017, which addresses sewage disposal needs in Limerick Township;

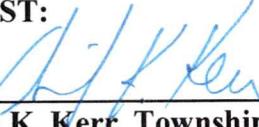
WHEREAS, based on studies and available alternatives, the alternative of choice is to sell the Limerick Township wastewater facilities. Limerick Township will remain responsible for sewage facilities planning in accordance with Act 537. Aqua America, Inc. will be responsible for ownership, operation, maintenance, upgrade, expansion, permitting, compliance, and all associated expenses; and

WHEREAS, Limerick Township finds that the Act 537 Plan Special Study described above conforms to the applicable zoning, subdivision, and other municipal ordinances and plans.

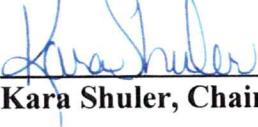
NOW, THEREFORE, BE IT RESOLVED that the Supervisors of Limerick Township hereby adopt and submit to the Department of Environmental Protection for its approval as an Special Study to the "Official Plan" of Limerick Township, the above referenced Act 537 Plan Special Study. Limerick Township hereby assures the Department of the complete and timely implementation of said plan as required by law (Section 5, Pennsylvania Sewage Facilities Act, as amended).

RESOLVED and APPROVED this 5th day of September, 2017.

ATTEST:


Daniel K. Kerr, Township Secretary

**LIMERICK TOWNSHIP
BOARD OF SUPERVISORS**


Kara Shuler, Chairman

RESOLUTION NO. 2017-16
ROYERSFORD BOROUGH
MONTGOMERY COUNTY, PA

A RESOLUTION OF THE ROYERSFORD BOROUGH COUNCIL, MONTGOMERY COUNTY, PENNSYLVANIA, ADOPTING AND SUBMITTING A SPECIAL STUDY ON THE LIMERICK TOWNSHIP SEWAGE FACILITIES MANAGEMENT (537) PLAN TO THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR APPROVAL.

WHEREAS, 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 (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, requires municipalities to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters and/or environmental health hazards with sewage waters, and to revise said plan whenever it is necessary to meet the sewage disposal needs of the municipality;

WHEREAS, Limerick Township, through its consulting engineer, Pennoni Associates Inc., has prepared an Act 537 Plan Special Study, dated February 2017, which addresses sewage disposal needs in Limerick Township;

WHEREAS, Royersford Borough both conveys and accepts wastewater from Limerick Township;

WHEREAS, based on studies and available alternatives, the alternative of choice is to sell the Limerick Township wastewater facilities. Limerick Township will remain responsible for sewage facilities planning in accordance with Act 537. Aqua America, Inc. will be responsible for ownership, operation, maintenance, upgrade, expansion, permitting, compliance, and all associated expenses; and

WHEREAS, Limerick Township adopted the Special Study at a public meeting on September 5, 2017.

NOW, THEREFORE, BE IT RESOLVED that the Royersford Borough Council hereby adopts and recommends its approval as a Special Study to the "Official Plan" of Limerick Township, the above referenced Act 537 Plan Special Study.

RESOLVED and **APPROVED** this 26th day of September, 2017.

ATTEST:


Michaela Leonard
Borough Secretary

**ROYERSFORD BOROUGH
BOROUGH COUNCIL**


Anil Dham, President