



THOMAS, NIESEN & THOMAS, LLC

*Attorneys and Counsellors at Law*

THOMAS T. NIESEN  
Direct Dial: 717.255.7641  
tniesen@tntlawfirm.com

August 9, 2019

*Via Hand Delivery*

RECEIVED

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17105-3265

AUG - 9 2019

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

In re: Docket No. A-2019-3009052  
Application of Aqua Pennsylvania Wastewater, Inc. pursuant to Sections 1102, 1329 and 507  
of the Public Utility Code for Approval of its Acquisition of the Wastewater System Assets  
of the Township of East Norriton

Dear Secretary Chiavetta:

We are counsel to Aqua Pennsylvania Wastewater, Inc. ("Aqua" or "Company") in connection with its above referenced Application, filed with the Public Utility Commission on July 30, 2019, pursuant to Sections 1102, 1329 and 507 of the Public Utility Code, for approval of the acquisition of the wastewater system assets of the Township of East Norriton. The Bureau of Technical Utility Services is reviewing the Application and has asked that we address certain requests for additional information. Several of the requests are addressed hereinafter. Requests not addressed in this letter will be addressed in a later submission.

**INFORMATION REQUEST:**

Checklist Item No. 4 – The Application's Excel work sheet labeled "East Norriton OCLD & CORLD" in the electronic working papers entitled "East Norriton Sanitary Wastewater System Valuation as of 10-29-2018 Created 6-30-2019.xlsx" contains numerous cell reference errors throughout the sheet. Please provide a revised Excel worksheet that corrects the cell reference errors and provide a copy of any other Excel documents or worksheets that may be required to fix the cell reference errors.

**RESPONSE:**

A replacement Confidential and Proprietary CD of Confidential and Proprietary Work Paper Files, including Files in Excel format, of AUS Consultants, Inc. is included with this letter.

**INFORMATION REQUEST:**

Checklist Item No. 4 – The Application's Excel work sheet labeled "East Norriton Cost Appr Example" in the electronic working papers entitled "East Norriton Sanitary Wastewater System Valuation as of 10-29-2018 Created 6-30-2019.xlsx" contains numerous cell reference errors throughout the sheet. Please provide a revised Excel worksheet that corrects the cell

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reference errors and provide a copy of any other Excel documents or worksheets that may be required to fix the cell reference errors.

**RESPONSE:**

A replacement Confidential and Proprietary CD of Confidential and Proprietary Work Paper Files, including Files in Excel format, of AUS Consultants, Inc. is included with this letter.

**INFORMATION REQUEST:**

Checklist Item No. 18.b. – The Application’s Exhibit H does not include the rate schedule for metered water users identified as Exhibit A in East Norriton Township’s (East Norriton’s) Code, Chapter 162 § 162-22. Rates; rebates [Last amended 4-17-2007 by Ord. No. 4956] and does not identify the current rates of the seller. Provide a copy of the referenced Exhibit A and any effective ordinance(s) and/or resolution(s), including exhibits, repealing or amending the rates of East Norriton from the rates identified in the Application’s Exhibit H.

**RESPONSE:**

A copy of the currently effective rate ordinances for East Norriton Township are included with this letter.

**INFORMATION REQUEST:**

Checklist Item No. 19.a. – The Application’s Exhibit J2 is missing pages 24 and 47. Please provide copies of these pages.

**RESPONSE:**

A copy of pages 24 and 47 is included with this letter.

**INFORMATION REQUEST:**

Checklist Item No. 20.c. – Appendix B of the Application’s Exhibit E contains a plan copy titled “East Norriton-Plymouth-Whitpain Joint Sewer Authority Major Facilities Map.” However, the plan appears to be color-coded and only partially copied. Please provide a complete color copy the subject map.

**RESPONSE:**

A complete color copy of the Appendix B East Norriton-Plymouth-Whitpain Joint Sewer Authority Major Facilities Map is included with this letter. Aqua is not acquiring any facilities of the Joint Sewer Authority.

**INFORMATION REQUEST:**

Checklist Item No. 20.e. – The Application’s Exhibit P1 containing the East Norriton Township Act 537 Plan (2006 Plan Update) indicates East Norriton has developed a Corrective Action Plan (CAP) to address the I/I situation on page 2 of Appendix H. If this is a DEP-approved CAP, please provide a copy of the plan.

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Page 3

**RESPONSE:**

A copy of the DEP-approved CAP is included with this letter. All CAP requirements have been completed as set forth in the Direct Testimony of Robert R. Hart (Application Exhibit W, Aqua Statement No. 3, page 5).

**INFORMATION REQUEST:**

Checklist Item No. 25 – The Application's Exhibit F7 contains an intermunicipal agreement that is not fully executed by the parties to the agreement. Please provide a valid copy of this agreement, or copies of valid counterparts, executed by all parties.

**RESPONSE:**

A copy of the fully executed signature page of the agreement is included with this letter.

Please contact me with any questions about the foregoing.

Very truly yours,

THOMAS, NIESEN & THOMAS, LLC

By 

Thomas T. Niesen

cc: Certificate of Service (w/encl.)  
Alexander R. Stahl, Esquire (via email, w/encl.)  
Thomas S. Wyatt, Esquire (via email, w/encl.)

**EAST NORRITON TOWNSHIP  
CURRENTLY EFFECTIVE RATE ORDINANCES**

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**ORDINANCE NO. 495**

**EAST NORRITON TOWNSHIP**

**MONTGOMERY COUNTY, PENNSYLVANIA**

**AN ORDINANCE AMENDING THE CODE OF EAST NORRITON TOWNSHIP,  
SPECIFICALLY CHAPTER 162, SEWERS, § 162-22 RATES; REBATES**

**WHEREAS**, The Board of Supervisors of East Norriton Township, Montgomery County, Pennsylvania duly enacted Ordinance No. 470 on January 25, 2005 which amended Section 4, Rental or Rates for Sanitary Sewers, of Ordinance No. 31 duly enacted on March 14, 1960; and

**WHEREAS**, the Board of Supervisors of East Norriton Township deem it necessary and intends to further amend Section 4 as amended after performing a Sanitary Sewer System Rate Study; and

**NOW, THEREFORE**, the Board of Supervisors of East Norriton Township hereby ordains and enacts that:

**Section 1.** Section 4, Rentals or Rates for Sanitary Sewers, subparagraph (a), Rates for Metered Water Users, of Ordinance No. 470 is hereby repealed and deleted in its entirety and East Norriton Township adopts the sewer rate schedule for metered water users attached hereto and made a part hereof as Exhibit "A". The rates will start to be applied to all consumption calculated based on water meter readings starting on June 1, 2007.

**Section 2.** Section 4, Rentals or Rates for Sanitary Sewers, subparagraph (b), Rates for Non-Metered Water Users, of Ordinance No. 470 is hereby repealed and deleted in its entirety and replaced with the following:

All domestic users owning property connecting to the sewer system and served with water service, all of which water service is unmetered, shall pay a quarterly flat rate rental of sanitary sewage charge of \$100.52. The rate will start to be applied starting on June 1, 2007.

**Section 3.** East Norriton Township reserves the right to enter into separate contracts for the collection and treatment of sanitary sewage from unmetered commercial, public and industrial users.

**Section 4.** Any subsequent amendment to § 162-22, Rates; Rebates, may be accomplished by resolution of the Board of Supervisors of East Norriton Township.

**Section 5.** The proper officers of the Township are hereby authorized and empowered on behalf of the Township to execute any and all papers and documents and to do or cause to be done any and all acts and things necessary or proper for the carrying out of this ordinance.

**Section 6.** All other terms and provisions of Ordinance No. 31 are hereby ratified and confirmed.

**Section 7. Severability.**

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such provisions shall be separate, distinct and independent and such holding shall not effect the validity of the remaining portions of this Ordinance.

**Section 8. Ratification.**

This Ordinance shall in no other way affect, amend or modify Chapter 162 of the Code of East Norriton Township.

**Section 9. Failure to Enforce Not a Waiver.**

The failure of the Township to enforce any provision of this Ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.

**Section 10. Effective Date.** This ordinance shall be effective five days after the passage date of this ordinance.

**DULY ENACTED AND ORDAINED** by the Board of Supervisors of East Norriton Township, Montgomery County, Pennsylvania, this 17th day of April, 2007.

Attest:

*Helmut J. J. J. J. J.*  
Secretary

BOARD OF SUPERVISORS  
EAST NORRITON TOWNSHIP

By: *David J. J. J.*  
Chairman



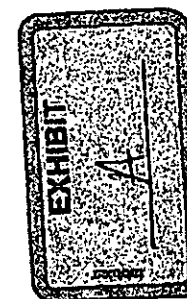
**East Norriton Township**  
**Sanitary Sewer System Rates for Metered Water Users**  
**4,000 Gallon Minimum Bill @ \$55.00 & \$5.89 per/th/gal Over the Minimum**

Quarterly Usage	Quarterly Fee	Annual Fee
0 - 4,000	\$ 55.00	\$ 220.00
5,000	\$ 60.69	\$ 242.76
6,000	\$ 66.38	\$ 265.52
7,000	\$ 72.07	\$ 288.28
8,000	\$ 77.76	\$ 311.04
9,000	\$ 83.45	\$ 333.80
10,000	\$ 89.14	\$ 356.56
11,000	\$ 94.83	\$ 379.32
12,000	\$ 100.52	\$ 402.08
13,000	\$ 106.21	\$ 424.84
14,000	\$ 111.90	\$ 447.60
15,000	\$ 117.59	\$ 470.36
16,000	\$ 123.28	\$ 493.12
17,000	\$ 128.97	\$ 515.88
18,000	\$ 134.66	\$ 538.64
19,000	\$ 140.35	\$ 561.40
20,000	\$ 146.04	\$ 584.16
21,000	\$ 151.73	\$ 606.92
22,000	\$ 157.42	\$ 629.68
23,000	\$ 163.11	\$ 652.44
24,000	\$ 168.80	\$ 675.20
25,000	\$ 174.49	\$ 697.96
26,000	\$ 180.18	\$ 720.72
27,000	\$ 185.87	\$ 743.48
28,000	\$ 191.56	\$ 766.24
29,000	\$ 197.25	\$ 789.00
30,000	\$ 202.94	\$ 811.76
31,000	\$ 208.63	\$ 834.52
32,000	\$ 214.32	\$ 857.28
33,000	\$ 220.01	\$ 880.04

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<u>Quarterly Usage</u>	<u>Quarterly Fee</u>	<u>Annual Fee</u>
34,000	\$ 225.70	\$ 902.80
35,000	\$ 231.39	\$ 925.56
36,000	\$ 237.08	\$ 948.32
37,000	\$ 242.77	\$ 971.08
38,000	\$ 248.46	\$ 993.84
39,000	\$ 254.15	\$ 1,016.60
40,000	\$ 259.84	\$ 1,039.36
41,000	\$ 265.53	\$ 1,062.12
42,000	\$ 271.22	\$ 1,084.88
43,000	\$ 276.91	\$ 1,107.64
44,000	\$ 282.60	\$ 1,130.40
45,000	\$ 288.29	\$ 1,153.16
46,000	\$ 293.98	\$ 1,175.92
47,000	\$ 299.67	\$ 1,198.68
48,000	\$ 311.05	\$ 1,244.20
51,000	\$ 322.43	\$ 1,289.72
54,000	\$ 339.50	\$ 1,358.00
55,000	\$ 345.19	\$ 1,380.76
58,000	\$ 362.26	\$ 1,449.04
59,000	\$ 367.95	\$ 1,471.80
60,000	\$ 373.64	\$ 1,494.56
61,000	\$ 379.33	\$ 1,517.32
62,000	\$ 385.02	\$ 1,540.08
63,000	\$ 390.71	\$ 1,562.84
64,000	\$ 396.40	\$ 1,585.60
68,000	\$ 419.16	\$ 1,676.64
69,000	\$ 424.85	\$ 1,699.40
73,000	\$ 447.61	\$ 1,790.44
81,000	\$ 493.13	\$ 1,972.52
84,000	\$ 510.20	\$ 2,040.80
85,000	\$ 515.89	\$ 2,063.56
86,000	\$ 521.58	\$ 2,086.32
88,000	\$ 532.96	\$ 2,131.84
91,000	\$ 550.03	\$ 2,200.12
94,000	\$ 567.10	\$ 2,268.40
98,000	\$ 589.86	\$ 2,359.44

Quarterly Usage	Quarterly Fee	Annual Fee
100,000	\$ 601.24	\$ 2,404.96
101,000	\$ 608.93	\$ 2,427.72
106,000	\$ 635.38	\$ 2,541.52
108,000	\$ 646.76	\$ 2,587.04
109,000	\$ 652.45	\$ 2,609.80
111,000	\$ 663.83	\$ 2,655.32
113,000	\$ 675.21	\$ 2,700.84
115,000	\$ 686.59	\$ 2,746.36
123,000	\$ 732.11	\$ 2,928.44
125,000	\$ 743.49	\$ 2,973.96
126,000	\$ 749.18	\$ 2,996.72
129,000	\$ 766.25	\$ 3,065.00
133,000	\$ 789.01	\$ 3,156.04
140,000	\$ 828.84	\$ 3,315.36
158,000	\$ 931.26	\$ 3,725.04
159,000	\$ 936.95	\$ 3,747.80
161,000	\$ 948.33	\$ 3,793.32
173,000	\$ 1,016.61	\$ 4,066.44
178,000	\$ 1,045.06	\$ 4,180.24
184,000	\$ 1,079.20	\$ 4,316.80
197,000	\$ 1,153.17	\$ 4,612.68
200,000	\$ 1,170.24	\$ 4,680.96
203,000	\$ 1,187.31	\$ 4,749.24
213,000	\$ 1,244.21	\$ 4,976.84
227,000	\$ 1,323.87	\$ 5,295.48
235,000	\$ 1,369.39	\$ 5,477.56
244,000	\$ 1,420.60	\$ 5,682.40
263,000	\$ 1,471.81	\$ 5,887.24
284,000	\$ 1,648.20	\$ 6,592.80
304,000	\$ 1,762.00	\$ 7,048.00
310,000	\$ 1,796.14	\$ 7,184.56
329,000	\$ 1,904.25	\$ 7,617.00
342,000	\$ 1,978.22	\$ 7,912.88
346,000	\$ 2,000.98	\$ 8,003.92
347,000	\$ 2,006.67	\$ 8,026.68
352,000	\$ 2,035.12	\$ 8,140.48

<u>Quarterly Usage</u>	<u>Quarterly Fee</u>	<u>Annual Fee</u>
358,000	\$ 2,069.26	\$ 8,277.04
359,000	\$ 2,074.95	\$ 8,299.80
374,000	\$ 2,160.30	\$ 8,641.20
384,000	\$ 2,217.20	\$ 8,868.80
393,000	\$ 2,268.41	\$ 9,073.64
403,000	\$ 2,325.31	\$ 9,301.24
406,000	\$ 2,342.38	\$ 9,369.52
422,000	\$ 2,433.42	\$ 9,733.68
530,000	\$ 3,047.94	\$ 12,191.76
579,000	\$ 3,328.75	\$ 13,307.00
615,000	\$ 3,531.59	\$ 14,126.36
627,000	\$ 3,599.87	\$ 14,399.48
648,000	\$ 3,719.36	\$ 14,877.44
672,000	\$ 3,855.92	\$ 15,423.68
674,000	\$ 3,867.30	\$ 15,469.20
700,000	\$ 4,015.24	\$ 16,060.96
713,000	\$ 4,089.21	\$ 16,356.84
987,000	\$ 5,848.27	\$ 22,593.08
1,018,000	\$ 5,824.66	\$ 23,298.64
1,116,000	\$ 6,382.28	\$ 25,529.12
1,127,000	\$ 6,444.87	\$ 25,779.48
1,192,000	\$ 6,814.72	\$ 27,258.88
1,493,000	\$ 8,527.41	\$ 34,109.64
1,519,000	\$ 8,675.35	\$ 34,701.40
1,715,000	\$ 9,790.59	\$ 39,162.36
2,504,000	\$14,280.00	\$ 57,120.00
2,859,000	\$16,299.95	\$ 65,199.80
5,116,000	\$29,142.28	\$116,569.12

**RESOLUTION NO. 2673**

**TOWNSHIP OF EAST NORRITON  
MONTGOMERY COUNTY, PENNSYLVANIA**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF EAST NORRITON  
TOWNSHIP, COUNTY OF MONTGOMERY, COMMONWEALTH OF  
PENNSYLVANIA, AMENDING THE CODE OF EAST NORRITON TOWNSHIP,  
SPECIFICALLY CHAPTER 162, SEWERS, § 162-22 RATES; REBATES.**

**WHEREAS**, the Board of Supervisors of East Norriton Township, Montgomery County, Pennsylvania, duly enacted Ordinance No. 495 in 2007 which amended §162-22 Rental and Rates for Sanitary Sewers; and

**WHEREAS**, Ordinance No. 495 states that any subsequent amendments to §162-22, Rates; Rebates, may be accomplished by resolution of the Board of Supervisors of East Norriton Township; and

**WHEREAS**, the Board of Supervisors of East Norriton Township deem it necessary and intends to further amend §162-22.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of East Norriton Township that by approval of this Resolution, the following shall be approved:

1. §162-22, Rates; Rebates for Sanitary Sewers, subparagraph (A.) is hereby amended and East Norriton Township adopts the sewer rate increase of 15 % for metered water users. The new rates will be applied to all consumption calculated starting with the March 31, 2016 billings.
2. §162-22, Rates; Rebates for Sanitary Sewers, subparagraph (B), is hereby amended and East Norriton Township adopts the sewer rate increase of 15 % for all domestic users owning property connecting to the sewer system and served with water service, all of which water service is unmetered and who pays a quarterly flat rate rental of sanitary sewer charge. The new rate will be applied starting with the March 31, 2016 billings."

**ADOPTED** by the Board of Supervisors of East Norriton Township on the 8<sup>th</sup> day of December, 2015.

ATTEST:

  
Donald D. Delamater, Secretary



**EAST NORRITON TOWNSHIP  
BOARD OF SUPERVISORS**

  
Tina Howell, Chairwoman

**EXHIBIT J2  
PAGES 24 AND 47**

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SECRETARY'S BUREAU**

**EAST NORRITON TOWNSHIP**  
**STATEMENT OF FIDUCIARY NET POSITION - FIDUCIARY FUNDS**  
**DECEMBER 31, 2017**  
**(With Summarized Comparative Data For the Year Ended December 31, 2016)**

	Pension Trust Funds	Health Benefits Fund	Totals	
			2017	2016
<b>ASSETS</b>				
Cash and cash equivalents	\$ 6,278	\$ 628,723	\$ 636,001	\$ 687,016
Investments	19,612,464	-	19,612,464	17,537,274
<b>TOTAL ASSETS</b>	<b><u>\$19,618,742</u></b>	<b><u>\$ 629,723</u></b>	<b><u>\$20,248,465</u></b>	<b><u>\$18,224,290</u></b>
<b>LIABILITIES AND FIDUCIARY NET POSITION</b>				
Accounts payable	\$ 26,500	\$ -	\$ 26,500	\$ 4,700
<b>FIDUCIARY NET POSITION</b>				
Held in trust for pension benefits and other purposes	19,592,242	629,723	20,221,965	18,219,590
<b>TOTAL LIABILITIES AND FIDUCIARY NET POSITION</b>	<b><u>\$19,618,742</u></b>	<b><u>\$ 629,723</u></b>	<b><u>\$20,248,465</u></b>	<b><u>\$18,224,290</u></b>

The accompanying notes are an integral part of these financial statements.

EAST NORRITON TOWNSHIP  
NOTES TO FINANCIAL STATEMENTS

NOTE 9 NON-UNIFORMED PENSION FUND (cont'd)

Contributions

Act 205 of 1984 ("Act 205") requires that annual contributions be based upon the minimum municipal obligation ("MMO"). The MMO is based upon the plan's biennial actuarial valuation. Non-Uniformed employees were required to contribute two percent and five percent, respectively, to the plan during 2017. The state provides an allocation of funds which must be used for pension funding.

Any financial requirement established by the MMO which exceeds the state and employee contributions must be funded by the employer in accordance with Act 205.

Actuarial Methods and Assumptions

In the December 31, 2017 actuarial valuation, the entry age actuarial cost method was used. The actuarial assumptions included a seven and one-half percent investment rate of return. The UAAL is being amortized based on the level dollar, 30-year closed period. The remaining amortization period at December 31, 2017 was eight years. Mortality rates were based on the IRS 2017 Static Combined Table for Small Plans.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates by the target asset allocation percentage and then adding expected inflation. The target allocation is in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-term Expected Real Rate of Return</u>
Domestic equity	42.0%	5.5% - 7.5%
International equity	15.0%	4.5% - 6.5%
Fixed income	40.0%	1.0% - 3.0%
Real estate	3.0%	4.5% - 6.5%

Discount Rate Determination

The discount rate used to measure the total pension liability was 7.5 percent. The plan's fiduciary net position is projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total

**MAP**

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**NO SCANNED IMAGES ARE  
AVAILABLE FOR OVERSIZED  
MAPS OR PLANS**

**MAPS AND PLANS  
MAY BE VIEWED IN THE  
COMMISSION'S  
FILE ROOM—**

# **CORRECTIVE ACTION PLAN**

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**PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU**

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**In the Matter of:**

East Norriton Township : Water Management/Sewage  
2501 Stanbridge Sheet : Infiltration and Inflow Abatement Program  
East Norriton, PA 19401-1616 :

**CONSENT ORDER AND AGREEMENT**

This Consent Order and Agreement is entered into this 20th day of February 2007, by and between the Commonwealth of Pennsylvania, Department of Environmental Protection (hereinafter "Department"), and East Norriton Township (hereinafter "East Norriton").

The Department has found and determined the following:

A. The Department is the agency with the duty and authority to administer and enforce the Clean Streams Law, Act of June 22, 1937, P.L. 1987, as amended, 35 P.S. § 691.1 et seq. ("Clean Streams Law"); Section 1917-A of the Administrative Code of 1929, Act of April 9, 1929, P.L. 177, as amended, 71 P.S. § 510-17 ("Administrative Code") and the rules and regulations promulgated thereunder.

B. East Norriton exists under the laws of the Commonwealth of Pennsylvania with their offices located in East Norriton Township, Montgomery County. The mailing address is 2501 Stanbridge Street, East Norriton, PA 19401-1616. East Norriton is considered a "municipality" as that term is defined in Section 1 of the Clean Streams Law, 35 P.S. § 691.1.

C. East Norriton owns and operates the Germantown pump station, and a sanitary sewer collection system, located in East Norriton Township, Montgomery County.

D. East Norriton's sanitary sewer collection system and the Germantown pump station convey sewage, within the meaning of that term as defined in Section 1 of the Clean Streams Law, supra, 35 P.S. § 69.1.1, from residences and businesses within East Norriton to the East Norriton-Plymouth-Whitpain Joint Sewer Authority wastewater treatment plant.

E. The sanitary sewer collection system located in the western side of East Norriton, tributary to the Germantown pump station, and the Germantown pump station itself, are subject to hydraulic surges, which result from the inflow of stormwater and the infiltration of groundwater into the collection system. Excessive infiltration and inflow ("I/I") has contributed to sanitary sewer overflows ("SSOs") at the Germantown pump station.

F. The existence of excessive I/I within East Norriton's sanitary sewer collection system in the western portion of the township has resulted in East Norriton undertaking an I/I abatement program in order to prevent SSOs from occurring.

G. On November 28, 2005, East Norriton submitted a Corrective Action Plan ("CAP"), pursuant to 25 Pa. Code Chapter 94, to the Department. This CAP contained various measures which will be implemented in the future in order to abate I/I. The CAP also summarized the work which East Norriton has already performed to investigate and remediate I/I. East Norriton has concluded that the majority of I/I in the western side of the township is due to leaky lateral connections.

H. The Department approved the CAP on April 3, 2006. A copy of the approval letter is included in Attachment A of this Consent Order and Agreement.

I. Since December of 2004, the Germantown pump station has overflowed on at least 15 separate occasions. These are summarized in Attachment B of this Consent Order and Agreement.

J. Sections 201, 202, and 401 of the Clean Streams Law, 35 P.S. §§ 691.201, 691.202, and 691.401, prohibit the discharge of sewage, or other polluting substances into waters of the Commonwealth, except as provided under the Clean Streams Law and the Rules and Regulations of the Department.

K. The overflows described in paragraph I above, constitute violations of Sections 201, 202, and 401 of the Clean Streams Law, 35 P.S. §§ 691.201, 691.202, and 691.401.

L. The violations described in paragraph K hereof, constitute unlawful conduct under Section 611 of the Clean Streams Law, 35 P.S. § 691.611; a statutory nuisance under Section 601 of the Clean Streams Law, 35 P.S. § 691.601; and subject East Norriton to civil penalty liability under Section 605 of the Clean Streams Law, 35 P.S. § 691.605.

After full and complete negotiation of all matters set forth in this Consent Order and Agreement and upon mutual exchange of covenants contained herein, the parties desiring to avoid litigation and intending to be legally bound, it is hereby **ORDERED** by the Department and **AGREED** to by East Norriton as follows:

1. **Authority.** This Consent Order and Agreement is an Order of the Department authorized and issued pursuant to Section 5 of the Clean Streams Law, 35 P.S. § 691.5; and Section 1917-A of the Administrative Code, supra.

2. **Findings.**

a. East Norriton agrees that the findings in paragraphs A through J are true and correct and, in any matter or proceeding involving East Norriton and the Department, East Norriton shall not challenge the accuracy or validity of these findings.

b. The parties do not authorize any other persons to use the findings in this Consent Order and Agreement in any matter or proceeding.

3. **Corrective Action.** East Norriton agrees to eliminate SSOs in the sanitary sewer collection system and at the Germantown pump station by implementing an I/I abatement program consistent with the items stated in East Norriton's approved CAP.

The work described above shall be accomplished in accordance with the following schedule:

<b>A.</b>	<b><u>General Milestone Event(s)</u></b>	<b><u>Milestone Date</u></b>
1.	Preparation and passage of an amendment to the existing ordinance which will require that when a property within East Norriton is sold, the sewer lateral will be televised to determine its condition. If it is found to be in unacceptable condition, the lateral will be repaired or replaced prior to the completion of the sale.	June 1, 2007
2.	Substantial completion of the ongoing lateral repair and replacement work within subbasins 3, 5, and 6 in the Germantown pump station drainage area.	December 31, 2007
3.	Establishment of an ongoing lateral and sewer main televising program geared toward preventative maintenance within the west end of the collection system.	December 31, 2007
4.	The Third Quarter Status Report for 2007, as approved by the Department, will provide details on the success of the flow mitigation program to date. Should this report establish the need for further flow mitigation measures, the township will:	
a.	Complete a hydraulic analysis geared toward removing the flow from the Sandra Lane Pump Station from the drainage area of the Germantown Pump Station.	December 31, 2007
b.	Submit a copy of the completed analysis and recommendations for Department review.	February 28, 2008
c.	Complete the recommended modifications to the Sandra Lane and Germantown Pump Stations.	June 30, 2008

<b>B. <u>Germantown Pump Station Milestone Event(s)</u></b>	<b><u>Milestone Date</u></b>
1. Completion of a hydraulic analysis of the Germantown pump station, force main, gravity interceptor, and the Timberlake pump station to determine the maximum flow that can be discharged from the Germantown pump station in wet weather without creating an overflow.	November 30, 2006
2. Submittal of the hydraulic analysis referenced in Milestone Even No. 1 above.	December 31, 2006
3. Implementation of the operational recommendations, contained in the hydraulic analysis.	June 30, 2007
4. Elimination of the overflow pipe in the wet well at the Germantown pump station.	December 31, 2007

**C. System-wide I/I Abatement Program**

East Norriton shall continue to implement I/I abatement practices throughout the entire township in order to eliminate I/I from entering the sanitary sewer collection system. These practices may include, but not be limited to, the following:

1. Pressure testing of all sewer main joints.
2. Grouting of all failed joints and manholes.
3. Slip-line pipe remediation.
4. Elevation of manhole lids above flood stage with bolt down, water tight lids.
5. Inspection and remediation of lateral sewer vents with missing or improper covers or vents.
6. Implementation of a public education program to identify and eliminate sump pump, roof, and foundation drain connections to the sanitary sewer.

**D. Progress Reports**

East Norriton shall submit quarterly progress reports to the Department by the fifteenth day following the end of each calendar quarter. Each report shall provide a status of all milestones listed in this Consent Order and Agreement, in addition to providing a descriptive update on all I/I abatement activities implemented throughout the township. The reports shall be submitted through and including December 31, 2009.

4. **Civil Penalty Settlement.** Within five (5) days of the date of this Consent Order and Agreement, East Norriton shall pay a civil penalty of **TWENTY-TWO THOUSAND SEVEN HUNDRED FORTY DOLLARS (\$22,740)**. This payment is in settlement of the Department's claim for civil penalties for the violations set forth in paragraph K, above, covering the period from December 10, 2004, to January 8, 2007. The payment shall be made by corporate check or the like made payable to the Clean Water Fund and sent to Mr. Jesse Goldberg, Environmental Protection Compliance Specialist, Pennsylvania Department of Environmental Protection, 2 East Main Street, Norristown, PA 19401.

5. **Stipulated Penalties.**

a. In the event East Norriton fails to comply in a timely manner with any term or provision of this Consent Order and Agreement, East Norriton shall be in violation of this Consent Order and Agreement and, in addition to other applicable remedies, shall pay a civil penalty for each violation as specified below:

1. Between the execution date of this Consent Order and Agreement and December 31, 2009, subject to the conditions of paragraph 12 hereof, East Norriton shall make a payment to the Clean Water Fund in the amount of **ONE HUNDRED DOLLARS (\$100)** per day for each day of noncompliance with the milestone schedule dates specified in paragraph 3 of this Consent Order and Agreement.

2. Between the execution date of this Consent Order and Agreement and December 31, 2009, subject to the conditions of paragraph 12 hereof, East Norriton shall pay into the Clean Water Fund **ONE THOUSAND DOLLARS (\$1,000)** for each sanitary sewer overflow that occurs in the sanitary sewer collection system tributary to the Germantown pump station, or at the Germantown pump station itself.

b. The Department reserves the right to assess additional civil penalties and/or to bring any action at law or equity for pollution incidents at or from the Germantown pump station or the sanitary sewer collection system which result from willful actions of East Norriton or its agents and/or for pollution incidents which have an adverse impact on the receiving stream or which adversely affect public health, safety, and welfare.

c. Stipulated penalty payments for schedule violations shall be payable monthly on or before the fifteenth day of each succeeding month, and shall be forwarded as described in paragraph 4 (Civil Penalty Settlement), above.

d. Any payment under this paragraph shall neither waive East Norriton's duty to meet its obligations under this Consent Order and Agreement nor preclude the Department from commencing an action to compel East Norriton's compliance with the terms and conditions of this Consent Order and Agreement. The payment resolves only East Norriton's liability for civil penalties arising from the violation of this Consent Order and Agreement for which the payment is made.

e. Stipulated civil penalties shall be due automatically and without notice.

f. Upon request by East Norriton, the Department, in its sole discretion, may waive all or a portion of the Stipulated Penalties under this paragraph.

**6. Additional Remedies.**

a. In the event East Norriton fails to comply with any provision of this Consent Order and Agreement, the Department may, in addition to the remedies prescribed herein, pursue any remedy available for a violation of an order of the Department, including an action to enforce this Consent Order and Agreement.

b. The remedies provided by this paragraph and paragraph 5 (Stipulated Civil Penalties) are cumulative and the exercise of one does not preclude the exercise of any other. The failure of the Department to pursue any remedy shall not be deemed to be a waiver of that remedy. The payment of a stipulated civil penalty, however, shall preclude any further assessment of civil penalties for the violation for which the stipulated civil penalty is paid.

7. **Reservation of Rights.** The Department reserves the right to require additional measures to achieve compliance with applicable law. East Norriton reserves the right to challenge any action which the Department may take to require those measures.

8. **Liability of Operator.** East Norriton shall be liable for any violations of the Consent Order and Agreement, including those caused by, contributed to, or allowed by its officers, agents, employees, or contractors. Except as provided in paragraph 9(c), East Norriton also shall be liable for any violation of this Consent Order and Agreement caused by, contributed to, or allowed by its successors and assigns.

**9. Transfer of Site.**

a. The duties and obligations under this Consent Order and Agreement shall not be modified, diminished, terminated, or otherwise altered by the transfer of any legal or equitable interest in the Germantown pump station, the sanitary sewer collection system, or any part thereof.



b. If East Norriton intends to transfer any legal or equitable interest in the Germantown pump station or the sanitary sewer collection system which is affected by this Consent Order and Agreement, East Norriton shall serve a copy of this Consent Order and Agreement upon the prospective transferee of the legal and equitable interest at least thirty (30) days prior to the contemplated transfer and shall simultaneously inform the Regional Office of the Department of such intent.

c. The Department in its sole discretion may agree to modify or terminate East Norriton's duties and obligations under this Consent Order and Agreement upon transfer of the Germantown pump station or the sanitary sewer collection system. East Norriton waives any right that it may have to challenge the Department's decision in this regard.

10. **Correspondence with Department.** All correspondence with the Department concerning this Consent Order and Agreement shall be addressed to:

Regional Water Quality Manager  
Department of Environmental Protection  
2 East Main Street  
Norristown, PA 19401  
484-250-5970 Fax: 484-250-5971

11. **Correspondence with East Norriton.** All correspondence with East Norriton concerning this Consent Order and Agreement shall be addressed to:

Township Manager  
East Norriton Township  
2501 Stanbridge Street  
East Norriton, PA 19401-1616  
610-275-2800 Fax: 610-277-1879

East Norriton shall notify the Department whenever there is a change in the contact person's name, title, or address. Service of any notice or any legal process for any purpose under this Consent Order and Agreement, including its enforcement, may be made by mailing a copy by first class mail to the above address.

12. **Force Majeure.**

a. In the event that East Norriton is prevented from complying in a timely manner with any time limit imposed in this Consent Order and Agreement solely because of a strike, fire, flood, act of God, or other circumstances beyond East Norriton's control and which East Norriton, by the exercise of all reasonable diligence, is unable to prevent, then East Norriton may petition the Department for an extension of time. An increase in the cost of performing the obligations set forth in this Consent Order and Agreement shall not constitute circumstances beyond East Norriton's control. East Norriton's economic inability to comply with any of the obligations of this Consent Order and Agreement shall not be grounds for any extension of time.

b. East Norriton shall only be entitled to the benefits of this paragraph if it notifies the Department within five (5) working days by telephone and within ten (10) working days in writing of the date it becomes aware or reasonably should have become aware of the event impeding performance. The written submission shall include all necessary documentation, as well as a notarized affidavit from an authorized individual specifying the reasons for the delay, the expected duration of the delay, and the efforts which have been made and are being made by East Norriton to mitigate the effects of the event and to minimize the length of the delay. The initial written submission may be supplemented within 10 days of its submission. East Norriton's failure to comply with the requirements of this paragraph specifically and in a timely fashion shall render this paragraph null and of no effect as to the particular incident involved.

c. The Department will decide whether to grant all or part of the extension requested on the basis of all documentation submitted by East Norriton and other information available to the Department. In any subsequent litigation, East Norriton shall have the burden of proving that the Department's refusal to grant the requested extension was an abuse of discretion based upon the information then available to it.

13. **Severability.** The paragraphs of this Consent Order and Agreement shall be severable and should any part hereof be declared invalid or unenforceable, the remainder shall continue in full force and effect between the parties.

14. **Entire Agreement.** This Consent Order and Agreement shall constitute the entire integrated agreement of the parties. No prior or contemporaneous communications or prior drafts shall be relevant or admissible for purposes of determining the meaning or intent of any provisions herein in any litigation or any other proceeding.

15. **Attorney Fees.** The parties agree to bear their respective attorney fees, expenses, and other costs in the prosecution or defense of this matter or any related matters, arising prior to execution of this Consent Order and Agreement.

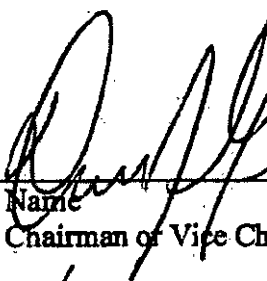
16. **Modifications.** No changes, additions, modifications, or amendments of this Consent Order and Agreement shall be effective unless they are set out in writing and signed by the parties hereto.

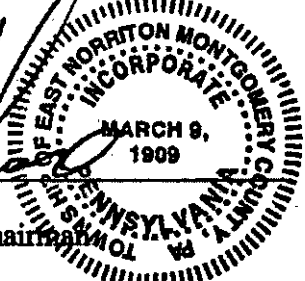
17. **Titles.** A title used at the beginning of any paragraph of this Consent Order and Agreement may be used to aid in the construction of that paragraph, but shall not be treated as controlling.

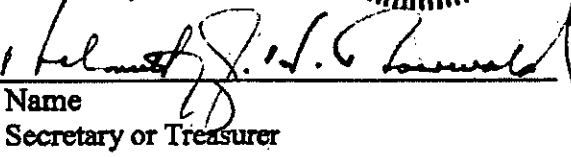
18. **Decisions under Consent Order.** Any decision which the Department makes under the provisions of this Consent Order and Agreement is intended to be neither a final action under 25 Pa. Code Section 1021.2, nor an adjudication under 2 Pa.C.S. Section 101. Any objection which East Norriton may have to the decision will be preserved until the Department enforces this Consent Order and Agreement.

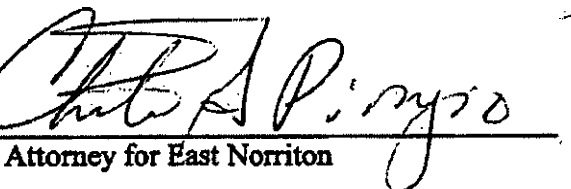
IN WITNESS WHEREOF, the parties hereto have caused this Consent Order and Agreement to be executed by their duly authorized representatives. The undersigned representatives of East Norriton certify under penalty of law, as provided by 18 Pa.C.S. § 4904, that they are authorized to execute this Consent Order and Agreement on behalf of East Norriton; that East Norriton consents to the entry of this Consent Order and Agreement as a final ORDER of the Department; and that East Norriton hereby knowingly waives its right to appeal this Consent Order and Agreement and to challenge its content or validity, which rights may be available under Section 4 of the Environmental Hearing Board Act, the Act of July 13, 1988, P.L. 530, No. 1988-94, 35 P.S. § 7514; the Administrative Agency Law, 2 Pa.C.S. § 103(a); and Chapters 5A and 7A, or any other provision of law. Signature by East Norriton's attorney certifies only that the agreement has been signed after consulting with counsel.

**FOR EAST NORRITON TOWNSHIP:**


  
Name  
Chairman or Vice Chairman

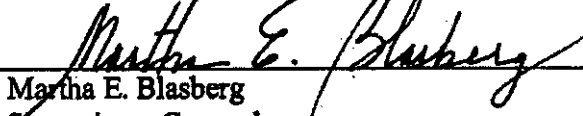


  
Name  
Secretary or Treasurer

  
Attorney for East Norriton

**FOR THE COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

  
Name  
Jenifer Fields, P.E.  
Regional Manager  
Water Management

  
Name  
Martha E. Blasberg  
Supervisory Counsel

Re 30 (GJE06)138

**ATTACHMENT A- Copy of the Corrective Action Plan approval letter**

RECEIVED

AUG - 9 2019

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU



Pennsylvania Department of Environmental Protection

2 East Main Street  
Norristown, PA 19401

April 3, 2006

**Southeast Regional Office**

Phone: 484-250-5970

Fax: 484-250-5971

Mr. Helmuth J.H. Baerwald  
Township Manager  
East Norriton Township  
2501 Stanbridge Street  
East Norriton, PA 19401

Re: Municipal Wasteload Management Program  
Corrective Action Plan (CAP)  
East Norriton Township  
Montgomery County

Dear Mr. Baerwald:

We have received and reviewed your November 28, 2005 submission of the Township's Corrective Action Plan (CAP). Your CAP was found to be in good order and contained information we had requested in prior meetings and correspondence.

By means of this letter, we are approving your Corrective Action Plan dated November 2005.

We are requesting your submission of quarterly reports, which are due on the 15<sup>th</sup> day following each calendar quarter. Your quarterly reports will provide us with an update on tasks completed in the previous quarter and proposed efforts for the next calendar quarter. We anticipate that your first quarterly report, which is due on April 15, 2006, will incorporate a more thorough Connection Management Plan. Please refer to the attached example for processing a Connection Management Plan.

Should you have any questions concerning this letter or the Chapter 94 program, please call Mr. Jim McTish of my staff at 484 250-5180.

Sincerely,

Jenifer Fields, P.E.  
Regional Manager  
Water Management

cc: Mr. Brown - The ARRO Group, Inc.  
Re. 30

**ATTACHMENT B- Summary of Germantown Pump Station SSOs**

**RECEIVED**

**AUG - 9 2019**

**PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU**

**Germantown Pump Station SSOs**

<b><u>Date</u></b>	<b><u>Time and/or gallons released</u></b>
<b>12/10/04</b>	<b>4 hours of discharge</b>
<b>3/28/05</b>	<b>14 ½ hours of discharge</b>
<b>10/8/05</b>	<b>Less than 100 gallons discharged</b>
<b>12/16/05</b>	<b>8 hours of discharge</b>
<b>6/26/06</b>	<b>56,300 gallons discharged</b>
<b>6/27/06</b>	<b>9,000 gallons discharged</b>
<b>6/28/06</b>	<b>58,400 gallons discharged</b>
<b>8/28/06</b>	<b>53,000 gallons discharged</b>
<b>8/29/06</b>	<b>52,000 gallons discharged</b>
<b>9/2/06</b>	<b>86,000 gallons discharged</b>
<b>10/28/06</b>	<b>unknown</b>
<b>11/8/06</b>	<b>109,000 gallons discharged</b>
<b>11/16/06</b>	<b>43,600 gallons discharged</b>
<b>1/1/07</b>	<b>unknown</b>
<b>1/8/07</b>	<b>unknown</b>

**EXHIBIT F7  
FULLY EXECUTED SIGNATURE PAGE**

**RECEIVED**

**AUG - 9 2019**

**PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU**



IN WITNESS WHEREOF, the parties hereto have caused this Supplement No. 1 to be executed by their respective duly authorized officers and their respective seals to be hereunto affixed, all as of the day and year first above written.

ATTEST:

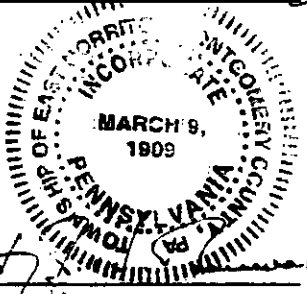
*Dreda W. Fluk Brumby*  
Secretary

EAST NORRITON-PLYMOUTH-WHITPAIN  
JOINT SEWER AUTHORITY

By: *R. M. Bl*  
Chairman

ATTEST:

*[Signature]*  
Secretary



EAST NORRITON TOWNSHIP

By: *[Signature]*  
Chairman

ATTEST:

*Karen B. Weiss*  
Secretary

PLYMOUTH TOWNSHIP

By: *[Signature]*  
Chairman

ATTEST:

*A. J. Greer*  
Secretary

WHITPAIN TOWNSHIP

By: *[Signature]*  
Chairman

**CERTIFICATE OF SERVICE**

I hereby certify that I have this 9<sup>th</sup> day of August, 2019, served a true and correct copy of the foregoing Letter, Confidential CD and Additional Information, upon the persons and in the manner set forth below:

**HAND DELIVERY**

Bureau of Technical Utility Services  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
Harrisburg, PA 17105-3265

Office of Consumer Advocate  
555 Walnut Street  
Forum Place, 5<sup>th</sup> Floor  
Harrisburg, PA 17101-1923

Office of Small Business Advocate  
Suite 202, Commerce Building  
300 North Second Street  
Harrisburg, PA 17101

Bureau of Investigation and Enforcement  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
Post Office Box 3265  
Harrisburg, PA 17105-3265



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Thomas T. Niesen  
PA Attorney ID No. 31379

**RECEIVED**

AUG - 9 2019

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU