

1. REPORT DATE: 00/00/00 :  
 2. BUREAU: FUS :  
 3. SECTION(S) :  
 5. APPROVED BY: :  
     DIRECTOR: :  
     SUPERVISOR: :  
 6. PERSON IN CHARGE: :  
 8. DOCKET NO: A-220006 : 7. DATE FILED: 09/19/97  
 : 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT:

RESPONDENT/APPLICANT: WESTTOWN TOWNSHIP

COMP/APP COUNTY:

UTILITY CODE: 220006

ALLEGATION OR SUBJECT

APPLICATION OF WESTTOWN TOWNSHIP FOR APPROVAL OF 1) THE RIGHT TO OPERATE THE WESTTOWN WATER TREATMENT COMPANY, D/B/A WESTTOWN SEWER COMPANY AND TO PROVIDE SERVICE OUTSIDE THE MUNICIPAL BOUNDARIES, DOCKETED AT A-220006; 2) APPROVAL OF THE TRANSFER TO THE TOWNSHIP OF ALL TANGIBLE OR INTANGIBLE PROPERTY USED OR USEFUL IN THE PUBLIC SERVICE FROM THE WESTTOWN WATER TREATMENT COMPANY, D/B/A WESTTOWN SEWER COMPANY, DOCKETED AT A-220006 F0002; AND 3) APPROVAL OF WESTTOWN WATER TREATMENT COMPANY, D/B/A WESTTOWN SEWER COMPANY, TO ABANDON AND DISCONTINUE SERVICE, TO COINCIDE WITH WESTTOWN TOWNSHIP'S SIMULTANEOUS COMMENCEMENT OF SERVICE, DOCKETED AT A-230510 F2000.

**DOCKETED**

NOV 05 1997

DOCUMENT  
FOLDER

ORIGINAL

BEFORE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIVED  
97 SEP 19 AM 10:50  
PROthonotary's OFFICE

In re: OMNIBUS APPLICATION OF  
WESTTOWN TOWNSHIP

For approval of, inter alia,  
acquisition and beginning of  
the exercise of the  
right to operate the Westtown Water  
Treatment Company, d/b/a Westtown  
Sewer Company.

:  
:  
:  
:  
: Application  
:  
: Docket No. A-220006 1997  
:  
:

To the Pennsylvania Public Utility Commission (hereinafter  
"Commission"):

This submittal relates to more than one matter and is filed  
pursuant to 52 Pa. Code § 1.34.

A. Westtown Township's application for approval of the  
acquisition and beginning of the exercise of the right to operate  
the Westtown Water Treatment Company, d/b/a Westtown Sewer  
Company and to provide service outside the municipal boundaries.  
66 Pa.C.S. § 1102(a)(5).

1. The name and address of applicant are Westtown Township, (hereinafter "Township"), 1081 Wilmington Pike, Post Office Box 79, Westtown, Chester County, Pennsylvania 19395.
2. The name and address of applicant's attorneys are Robert F. Adams and Andrew D.H. Rau, Gawthrop, Greenwood & Halsted, P.C., 119 North High Street, Post Office Box 562, West Chester, Pennsylvania, 19380-0562.
3. The applicant Township requests approval of the acquisition and beginning of the exercise of the right to operate the public utility currently known as the Westtown Water Treatment Company, d/b/a Westtown Sewer Company (hereinafter "Company") pursuant to the Public Utility Code, at 66 Pa.C.S. § 1102(a)(5), which provides:

(a) General Rule.-- Upon application of any public utility and the approval of such application by the commission, evidenced by its certificate of public convenience first had and obtained, and upon compliance with existing laws, it shall be lawful:

FOLDER

DOCKETED

NOV 05 1997

34

. . .

(5) For any municipal corporation to acquire, construct, or begin to operate, any plant, equipment, or other facilities for the rendering or furnishing to the public of any public utility service beyond its corporate limits.

Said request arises from the factual history indicated by the following exhibits, attached hereto and incorporated herein:

a. **Exhibit A. Commonwealth Court Final Decree Dated October 15, 1996.**

As a result of a lawsuit brought by the Commonwealth of Pennsylvania, Department of Environmental Protection (hereinafter "Department"), seeking injunctive relief against the Company to remedy a history of environmental non-compliance, the Commonwealth Court, in original jurisdiction at 141 M.D. 1995, issued a final decree pursuant to its equitable powers and Section 203 of the Clean Streams Law, 35 P.S. § 691.203 ordering, inter alia, that the Township assume temporary possession, management and operation of the Company's Facilities, defined infra, in order to bring said Facilities into compliance with regulations impacting safety, adequacy, efficiency or reasonableness of service. The Company has appealed the Commonwealth Court's final decree to the Pennsylvania Supreme Court, docketed at No. 0173 M.D. Appeal Docket 1996.

b. **Exhibit B. Final Agreement Dated September 8, 1997.**

In an effort to solve the long-term problems associated with the Company and its operation, and to more permanently protect the health, safety and welfare of Township residents, the Township made an offer, accepted by the Company and its principal officer, Peter A. DeFeo ("DeFeo"), to purchase the real estate, rights-of-way, permits, customer lists, account lists, accounts receivable, equipment, pipes and

pump stations comprising the Company's collection system, and all assets of whatever nature and wherever situate belonging to DeFeo and to the Company which relate to the ownership and operation of the Company (hereinafter "Company Facilities"). The Township agreed to pay two million dollars (\$2,000,000.00) for the sale. By final agreement dated September 8, 1997, the Township, the Company and DeFeo reached terms as to the transfer of all Company assets.

The Township is authorized by Article XXV of the Second Class Township Code, 53 P.S. §§ 67501-67517, pertaining to Sewers and Drains, to acquire sewer facilities through contractual agreements with corporations or persons. 53 P.S. § 67505 specifically states, in pertinent part:

The board of supervisors may . . . make contracts with . . . corporations or persons for the acquisition of lands or facilities for the location, construction, maintenance, reconstruction and enlargement of sanitary sewer systems and treatment facilities.

**c. Exhibit C. Commonwealth Court Order Dated September 9, 1997.**

By Order dated September 9, 1997, the Commonwealth Court, in consideration of the joint application of the Company and the Township, unopposed by either the Department or the Commission, approved Township purchase of all Company assets. The final decree dated October 15, 1996 remains in effect while appropriate Department and Commission approvals are obtained.

4. The Township's borrowing capacity is indicated by the Township Debt Statement and Borrowing Base Certificate as of January 15, 1997 compiled pursuant to the Pennsylvania Local Government Unit Debt Act, attached hereto and incorporated herein collectively as **Exhibit D**.

5. To the Township's knowledge, no public utility, other than the Company, is currently rendering service competitive with that which the municipality desires to furnish.

6. In its P.U.C. Application to expand service, filed March 11, 1996, attached hereto and incorporated herein by reference as **Exhibit E**, the Company stated at paragraph 5:

[Company] currently furnishes sewer service under Supplement No. 3 to its Sewer Tariff No. 1 within Chester County. Such service is furnished as provided for under Certificates of Public Convenience at Nos. A.92367, A.94510, A.00104028, A.230510F1, A.230510F2 and A.230510F3 which are incorporated herein be reference.

In 1990, the Township requested that the Commission provide documentation of the company's Franchise area. The Commission responded by turning over copies of metes and bounds descriptions, with no explanatory letter. A copy of the descriptions, along with a copy of the accompanying Commission envelope postmarked August 31, 1990, is attached hereto and incorporated herein as **Exhibit F**. The Township engineer proceeded to plot the said descriptions over the Westtown Township boundaries, resulting in the map attached hereto and incorporated herein as **Exhibit G**. Said map indicates an 8.3 square mile franchise area encompassing the entirety of Westtown Township, and a 0.4 square mile franchise area covering a portion of East Goshen township.

The cost of Township acquisition of Company Facilities, as indicated by the Final Agreement, **Exhibit B**, supra, is Two Million Dollars (\$2,000,000.00). The Township's potential going-forward costs of operation are outlined by the Statement of Known Assets and Liabilities of Westtown Water Treatment Company Committed to the Custody of Westtown Township, issued December 15, 1996 by Maillie, Falconiero & Company, L.L.P., attached hereto and incorporated herein as **Exhibit H**, and further outlined by Westtown Township's proposed Action Plan to complete remedial and rehabilitative work on the Company Facilities, dated March 15 1997, attached hereto and incorporated herein as **Exhibit I**. Said Action Plan was submitted to the Commonwealth Court pursuant to its Final Decree, **Exhibit A**, supra, and is currently under active review by the Pennsylvania Department of Environmental Protection.

7. The Township is funding the proposed acquisition and initial operations through the March 3, 1997 issuance of General Obligation Notes, Series of 1997, in the amount of Three Million, Five Hundred Thousand Dollars (\$3,500,000) to finance the costs of the sewer system capital improvements project which include, inter alia, purchase of the Company Facilities and extensive improvements and upgrades to said facilities. The Closing Agenda, the Department of Community and Economic Development Approval, and the enabling Ordinance relative to the issuance of said Notes are attached hereto and incorporated by reference as **Exhibit J**.

User fees will provide additional funding for going-forward operations. Estimated costs of operation are detailed by the Township's Action Plan, **Exhibit I, supra**. Estimated gross revenues are indicated by the Statement of Known Assets and Liabilities, **Exhibit H, supra**, and are expected to improve as the Township completes rehabilitation of the Company Facilities and is able to connect additional users.

8. Approval of the application is necessary and proper for the service, accommodation, convenience and safety of the public. The Township's purchase of Company Facilities is in the public interest as the Township's plan for rehabilitation of Company Facilities will bring the operation into compliance with Department and Commission regulations which will protect public health and safety.

WHEREFORE, applicant Township prays your Honorable Commission to issue a certificate of public convenience permitting Township acquisition and operation of Company Facilities in the name of the Township or its nominee, to receive and treat sewage at Company Facilities located in Westtown Township, PA, and to serve the franchise areas above-described.

**B. Westtown Township's application for approval of the transfer to the Township of all tangible or intangible property used or useful in the public service from the Westtown Water Treatment Company, d/b/a Westtown Sewer Company. 66 Pa.C.S. § 1102(a)(3).**

1. The averments of Subsection A of this application are incorporated herein by reference.

2. In order to acquire and operate the Company as set forth in Subsection A of this application, the Township further requests approval of the transfer to the Township of all tangible or intangible property used or useful in the public service from the Westtown Water Treatment Company, d/b/a Westtown Sewer Company, pursuant to 66 Pa.C.S. § 1102(a)(3), which provides in pertinent part:

(a) General Rule.-- Upon application of any public utility and the approval of such application by the commission, evidenced by its certificate of public convenience first had and obtained, and upon compliance with existing laws, it shall be lawful:

. . .

(3) For any public utility or an affiliated interest of a public utility as defined in section 2101 (relating to definition of affiliated interest). . . to acquire from, or transfer to, any person or corporation, including a municipal corporation, by any method or device whatsoever, including the sale or transfer of stock and including consolidation, merger, sale or lease, the title to, or the possession or use of, any tangible or intangible property used or useful in the public service.

3. The terms of said property transfer, as between the Township, the Company and DeFeo, are identified by final agreement of sale dated September 8, 1997. **Exhibit B, supra**.

4. Approval of the application to transfer the assets of the Company to the Township is necessary and proper for the service, accommodation, convenience and safety of the public. The transfer is in the public interest as prompt transfer of Company Facilities to the Township will facilitate action on rehabilitation to bring the operation into compliance with Department and Commission regulations which will in turn protect public health and safety.

WHEREFORE, applicant Township prays your Honorable Commission to permit transfer to the Township of all tangible or intangible property used or useful in the public service from the Westtown Water Treatment Company, d/b/a Westtown Sewer Company, and to serve the franchise areas above-described.

**C. Westtown Township's application for approval of Westtown Water Treatment Company, d/b/a Westtown Sewer Company's abandonment and discontinuance of service to coincide with Township's simultaneous commencement of service. 66 Pa.C.S. § 1102(a)(2).**

1. The averments of Subsection A and Subsection B of this application are incorporated herein by reference.

2. In order to acquire and operate the Company as set forth in Subsection A of this application, the Township

further requests approval of Westtown Water Treatment Company, d/b/a Westtown Sewer Company's abandonment and discontinuance of service to coincide with Township's simultaneous commencement of service, pursuant to 66 Pa.C.S. § 1102(a)(2), which provides:

(a) General Rule.-- Upon application of any public utility and the approval of such application by the commission, evidenced by its certificate of public convenience first had and obtained, and upon compliance with existing laws, it shall be lawful:

. . .

(2) For any public utility to abandon or surrender, in whole or in part, any service, except that this provision is not applicable to discontinuance of service to a patron for nonpayment of a bill, or upon request of a patron.

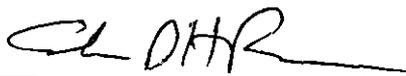
3. Approval of the application allowing for the abandonment of service by the Company is necessary and proper for the service, accommodation, convenience and safety of the public, as it will permit the Township to assume responsibility for providing safe and effective sewage collection and treatment service for Township residents and other customers of the waste water utility.

WHEREFORE, applicant Township prays your Honorable Commission to permit Westtown Water Treatment Company, d/b/a Westtown Sewer Company to abandon and discontinue service to coincide with Township's simultaneous commencement of service to the franchise areas above-described.

Respectfully submitted,

GAWTHROP, GREENWOOD & HALSTED, P.C.  
119 North High Street  
West Chester, PA 19381-0562  
(610) 696-8225

DATE: 9/17/97

By:   
Robert F. Adams, Esquire  
Attorney I.D.# 15780  
Andrew D.H. Rau, Esquire  
Attorney I.D.# 69395  
Attorneys for Westtown Township

**AFFIDAVIT**

Michael Cotter, being duly sworn according to law, deposes and says that he is the Secretary of Westtown Township; that he is authorized to and does make this affidavit for it; and that the facts set forth above are true and correct to the best of his knowledge, information and belief and he expects the said Westtown Township to be able to prove the same at any hearing hereof.



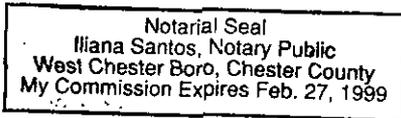
Michael Cotter  
Secretary, Westtown Township

Sworn to and subscribed

before me this 14<sup>th</sup> day  
of September, 1997.



Notary Public



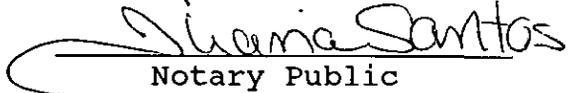
**AFFIDAVIT**

Peter A. DeFeo, being duly sworn according to law, deposes and says that he is the principal officer of Westtown Water Treatment Company, d/b/a Westtown Sewer Company ("Company"); that he is authorized to and does make this affidavit for the Company; that the Company does not oppose the attached application, and that the facts set forth above are true and correct to the best of his knowledge, information and belief and he expects the Company to be able to prove the same at any hearing hereof.



Peter A. DeFeo  
President  
Westtown Water Treatment Company,  
d/b/a Westtown Sewer Company

Sworn to and subscribed  
before me this 17<sup>th</sup> day  
of September, 1997.



Notary Public

Notarial Seal  
Ilana Santos, Notary Public  
West Chester Boro, Chester County  
My Commission Expires Feb. 27, 1999



to land, buildings, equipment, furniture and fixtures, books of account and customer lists and lists of accounts payable for all obligations of the Company related to the business as of the date of surrender of possession to the Township, along with any invoices reflecting same. Such list shall include obligations of the Company which have been incurred, but which have not yet become due and, to the extent possible, obligations anticipated to be incurred in the future in connection with, or in furtherance of the subject matter of this Order.

Prior to the Township's taking over management and operation of the defendant Company's sewer treatment plant and business, and within twenty (20) days of the date of this Order, the Company shall provide to the Township, and the Township shall procure, all documents or copies thereof related in any way to the financial status of the Company, including but not limited to the above-mentioned books of accounts and customer lists.

The Department shall, within sixty (60) days from the date of this Order, transfer NPDES Permit No. PA0031771 to Westtown Township.

(2) The Township shall remain in possession and shall continue to operate the said sewer plant and business until such time as is reasonably required to bring the facility and its operation into full compliance with all applicable statutes and

regulations which affect the safety, adequacy, efficiency or reasonableness of the service provided by the facility. When the Township achieves the compliance sought hereunder, the sewer plant and business shall, upon application to this Court, be returned to the Company upon such terms and conditions, including provision for accountings by the Township of its custodianship, as this Court may direct.

(3) Defendant Company, its agents, officers and employees, are not excluded from reasonable access to the property hereby committed to the custody of the Township, but are enjoined from interfering in any way with the Township in the management and operation of the sewer treatment plant and business.

(4) Within sixty (60) days after the Township takes possession, it shall file with this Court an inventory of the property hereby committed to its custody, together with a financial statement of the defendant Company prepared by a certified public accountant. The defendant Company shall fully cooperate with the Township in complying with this requirement.

(5) Within ninety (90) days after the Township takes possession, it shall submit to the Department of Environmental Protection a plan, including a timetable for bringing this sewer utility into compliance with the applicable statutory and regulatory standards.

(6) The Township is authorized to employ accountants, lawyers, agents or other persons, including management services to operate the said plant and business. The salaries, fees and compensation of such persons shall be paid as costs of the defendant's business. The Township, during its period of operation, is free to determine, in its sole discretion, which Company employees will be retained or will otherwise remain on the Company payroll.

(7) The Township is authorized to collect and hold the revenues from the operation of said plant and business and to expend the same as reasonably required, to manage and operate the plant and business, including expenditures for improvements necessary to assure compliance with applicable statutory and regulatory standards, and expenditures to preserve, maintain and keep in repair the equipment and facilities of the plant and business and the premises thereof. This Order shall constitute sufficient authority for the Township to assume control of any financial institution accounts holding Company funds or other Company assets.

The Township may request approval from the Court to sell such Company assets as may be required to provide funds for the operation, maintenance and upgrade of plant facilities. The Township must provide notice of such a request to the defendant Company, and demonstrate that Company revenues are not sufficient

and that the Township's own resources have been unreasonable burdened to operate and rehabilitate the plant. Prior to seeking Court approval, the Township shall obtain approval for the transfer of the property from the Pennsylvania Public Utility Commission in accordance with 66 Pa.C.S. §1102(a).

Using the sources of funding authorized by this Court, the Township shall pay all expenses related to the management, operation and rehabilitation of the Company's plant and facilities. If a dispute arises as to whether the account payable represents debt that is personal to the Company's principals or shareholders or is legitimately utility-related, or whether the debt has been properly incurred by the Company, the Township may petition the PUC pursuant to 66 Pa.C.S. §508 (relating to power of the PUC to vary, reform and revise contracts), or Chapter 19 of the Public Utility Code (relating to securities and obligations of public utilities) and request that the PUC resolve the matter.

(8) The Township shall be compensated for the management and operation of the plant and business as approved by this Court upon application.

(9) Except as limited by law, the Township is authorized to lend funds to the Company as required for compliance with this Decree and the Company shall issue evidence of such indebtedness and arrangements for repayment according to terms and conditions

approved by the Court.

(10) The Township is hereby authorized to seek utility rate increase as may be required for the financially sound management and operation of the defendant Company's plant and business, subject to applicable laws relating to Public Utilities.

(11) The Township shall file in its municipal offices a monthly financial statement and provide a copy thereof to the shareholders of the Company at their last known addresses.

(12) The Township may, without leave of Court, seek an increase of the permitted plant capacity so long as such increase is needed for the existing flow from the present system and connections. The Township may, without leave of Court, allow additional connections only when such connections are approved by DEP as permissible under the criteria expressed at 25 Pa. Code §94.21.

(13) In all other respects, the post-trial motions, requests for modification and suggested additional language filed by the various parties are DENIED.

Warren G. Morgan  
Warren G. Morgan, Senior Judge

CERTIFIED BY THE CLERK  
OF

OF 16 1996

Deputy Secretary of the Court

## ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT ("Agreement") made as of this 8<sup>th</sup> day of SEPTEMBER, 1997, by and among WESTTOWN WATER TREATMENT COMPANY, d/b/a WESTTOWN SEWER COMPANY ("Company" or "Seller"), PETER A. DEFEO ("deFeo") and WESTTOWN TOWNSHIP, Chester County, Pennsylvania ("Purchaser").

### BACKGROUND

Seller desires to sell, assign and transfer to Purchaser, and Purchaser desires to purchase and acquire from Seller, substantially all of the assets, properties and business of Seller as hereinafter described upon the terms and conditions hereinafter set forth. deFeo joins in this Agreement for the purpose of releasing any and all interest he has in the Seller's assets and to release any interest he has in the hereinafter identified real property in Westtown Township which he owns.

### AGREEMENT

NOW, THEREFORE, in consideration of the premises and covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

#### 1. Sale of Assets.

(a) **Acquired Assets.** Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell, assign and transfer to Purchaser, and Purchaser hereby agrees to purchase from Seller, on the Closing Date (as defined herein), all of the assets, rights, properties and business of Seller, of every nature and description whatsoever, tangible and intangible, real, personal or mixed, however titled and wherever located, which exist as of the Closing Date (collectively, the "Acquired Assets"). The Acquired Assets shall be sold, assigned and transferred by Seller to Purchaser free and clear of any and all liens, claims, liabilities, obligations, pledges, security interests, encumbrances, charges and restrictions of every kind, nature and description, unless otherwise agreed to in writing by Seller and Purchaser. Purchaser shall not, by virtue of its purchase of the Acquired Assets, assume or become responsible for any liabilities or obligations of the Seller or any other person, unless otherwise agreed to in writing by Seller and Purchaser.

Without limitation by reason of specification, the Acquired Assets shall include:

(i) The real property owned by deFeo at Westtown Road, Westtown Township, Chester County, Pennsylvania (tax parcel 67-2-24.1) and the sewage treatment plant of the Company located thereon;

(ii) All real property and interests in real property owned by the Company and/or deFeo or otherwise associated with the ownership and operation of the Company, including, but not limited to, the Company's leasehold interest in the aforesaid Westtown Road property owned by and leased to the Company by deFeo, and all easements and rights of way associated with the sewage collection system and transmission lines of the Company;

(iii) All sewer lines, underground pipes, conduits, manholes, drains, markers, service connections and other appurtenances of every nature and wherever situate forming part of the Company's sewer system and sewage treatment plant;

(iv) All furniture, fixtures, leasehold improvements, machinery and equipment;

(v) All inventories;

(vi) All accounts and notes receivable;

(vii) All supplies and miscellaneous assets;

(viii) All claims and causes of action;

(ix) All of the business of Seller as a going concern;

(x) All of the books and records of Seller, including, without limitation by reason of specification, all customer, vendor lists and information, files, books of account and ledgers or other instruments or documents pertaining to the assets and business being acquired by Purchaser hereunder;

(xi) All licenses, rights and permits by and between Seller and Seller's licensors, including the operating rights, permits and certificates from the Pennsylvania Public Utility Commission ("PUC") and the Pennsylvania Department of Environmental Protection ("DEP");

(xii) All leases, rental agreements, franchise agreements and licenses, all causes of action accruing to Seller,

all unperformed commitments or obligations owing to Seller and all other instruments, contracts and agreements;

(xiii) All property rights utilized in the business of Seller, including, but not limited to, computer programs, technical information, and other such tangible property;

(xiv) All prepayments by or on behalf of Seller.

(b) **Excluded Assets.** There are no assets of the Company excluded from this Agreement.

2. **Purchase Price.**

(a) **Purchase Price.** The purchase price for the Acquired Assets (the "Purchase Price") shall be \$235,000, which shall be paid by Purchaser at the closing of this Agreement ("Closing"), to be applied in the manner set forth in Section 2(b) of this Agreement.

(b) **Payment of Liabilities by Purchaser.** Seller authorizes the Township, in its complete discretion to pay the Purchase Price to certain creditors of Seller having accounts payable, attachments, claims, liens, charges, judgments, encumbrances, security interests, contracts and other suits affecting the Acquired Assets (as it may be amended prior to the Closing Date). Purchaser shall apply the ~~\$200,000~~ <sup>Purchase Price</sup> to such of the creditors identified in Schedule A in such amounts and in such proportions as it elects. Purchaser assumes no obligation to pay all of the creditors appearing on Schedule A, or any other creditors of the Company, in any amount in excess of ~~\$200,000~~ <sup>Purchase Price</sup>, except as it may choose in its sole discretion. Purchaser agrees to obtain releases of Seller and DeFeo from all creditors of the Company paid pursuant to this subparagraph.

(c) Simultaneously with the payment of the Purchase Price, Purchaser shall pay \$1,765,000 to Firsttrust Savings Bank ("Firsttrust") in consideration of the assignment by Firsttrust of its bid in the Sheriff's sale of the DeFeo real property conducted on July 18, 1997, subject to the terms and condition of the settlement agreement of even date herewith between and among the Purchaser, DeFeo and Firsttrust.

(d) **Payment of MGK Industries.** Seller authorizes Purchaser to pay out of the Purchase Price (and Purchaser agrees to pay) MGK Industries ~~\$50,000~~ <sup>\$35,000</sup> pursuant to the Agreement by and among Seller, DeFeo, Purchaser, Chesterfield Development Corp. and Lewis Brandolini, III (the "MGK Agreement"). Purchaser further agrees to pay MGK Industries \$15,000 from non-purchase price funds pursuant to the MGK Agreement.

Handwritten initials and signatures: P&S, CFS, PAD, CFS, PAD, CFS, PAD.

Handwritten initials and signatures: P&S, CFS, PAD, CFS, PAD.

Upon the application of the sale proceeds, as stated in subparagraph 2(b), Seller and deFeo shall have no further claims thereto, including any claim of right to revenues or earnings of the Company (or an accounting thereof) for the period the Company has been operated by the Purchaser pursuant to the Pennsylvania Commonwealth Court's Final Decree dated October 16, 1996 (No. 141 M.D. 1995).

Except as liabilities are paid off by the Purchaser, pursuant to subparagraphs 2(b) and 2(d), Seller and/or deFeo shall remain solely liable for all accounts payable, attachments, claims, liens, charges, judgments, encumbrances, security interests, contracts and other suits affecting the Acquired Assets or deFeo's real property, or otherwise, known or unknown as of the Closing Date.

3. **Closing.** The Closing shall take place on or before September 19, 1997 at the offices of Gawthrop, Greenwood & Halsted, 119 North High Street, West Chester, PA, 19380. The date on which the Closing is to take place is herein referred to as the "Closing Date". Upon the Closing Date, title to the Acquired Assets will be transferred from Seller to Purchaser. The parties agree that the Closing Date may be postponed as is necessary to provide time for Purchaser to obtain the court authorization provided for in Section 8 of this Agreement. If such court authorization has not been obtained by the Closing Date, either party may declare this Agreement to be null and void.

4. **Representations and Warranties of Seller.** Seller represents and warrants to Purchaser as follows:

(a) **Organization and Good Standing.** The Company is a corporation duly incorporated validly existing and in good standing under the laws of Pennsylvania. With respect to the operations of Seller, Seller have all requisite power and authority to carry on its business and to own, lease and operate their properties in the Commonwealth of Pennsylvania.

(b) **Binding Effect.** This Agreement and each instrument executed and to be executed by Seller in connection herewith are and will be the legal, valid and binding obligations of Seller enforceable against it in accordance with their respective terms; except as such enforcement may be limited by bankruptcy reorganization, fraudulent conveyance, moratorium, insolvency or other laws affecting the rights of creditors generally and by general equity principles.

(c) **Ownership.** Seller represents and warrants that the shareholders of the Company and their percentage of ownership interests therein are as follows:

Donna M. deFeo Baumgarder	15%
Francis deFeo	15%
Dolores Lazenby	15%
Lauren deFeo	52%
Peter A. deFeo	2.5%
Paul Swerdlow	.5%

(d) **Authorization.** The execution, delivery and performance by Seller of this Agreement and each instrument executed and to be executed by Seller in connection herewith, and consummation of the transactions provided for herein and therein, are and will be within the corporate powers of Seller; will have been duly authorized by all necessary corporate action on the part of Seller by the Closing Date; and do not and will not contravene any law, regulation, judgment, decree, order or award relating to Seller, except as regards the subject matter of Commonwealth of Pennsylvania, DEP v. Westtown Water Treatment Company, et al, No. 141 M.D. 1995, Pennsylvania Commonwealth Court, or conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation of any lien, charge, security interest or encumbrance upon, any of the assets or properties of Seller pursuant to any corporate charter, bylaw, indenture, mortgage, lease, security agreement, partnership agreement or other agreement to which Seller is party or by which Seller is bound. Company represents that all shareholders of Company are aware of and have consented to the transfer of the Acquired Assets in accordance with the terms of this Agreement.

(e) **Title.** Except as to those claims listed on Schedule A attached (as it may be amended prior to the Closing Date), Seller has good, valid and marketable title in and to all of the Acquired Assets, free and clear of all liens, charges, security interests and encumbrances of any nature whatsoever, and at Closing, upon consummation of the transactions provided for herein, good, valid and marketable title to the Acquired Assets, free and clear of all judgments, liens and encumbrances whatsoever shall be vested in Purchaser.

(f) **Asset Representations.** With respect to the following Acquired Assets, as of December 15, 1996:

(i) Accounts and notes receivable, claims and causes of action of Seller represent bona fide indebtedness

incurred by account debtors and third parties, arose in the ordinary course of business of Seller and were valid, enforceable and collectible in full.

(ii) Machinery, equipment, and other tangible assets and properties of Seller which were part of the Acquired Assets were in good working order and condition. Seller has performed normal maintenance related to the machinery and equipment currently used in its business. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE ACQUIRED ASSETS, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(g) **All Assets Required to Operate.** As of December 15, 1996, the Acquired Assets constituted all of the assets, properties, contract rights and other rights that were required to operate the business of Seller in the manner in which it was being operated on that date.

(h) **Stand Alone.** As of December 15, 1996, no part of the business of Seller was conducted through any person other than Seller. It is acknowledged by the Purchaser that the operation of the Company's facilities was undertaken by American Commonwealth Management Services, Inc. pursuant to a written contract with the Company dated April 15, 1996.

(i) **No Violation; Consents.** The execution, delivery and performance of Seller of this Agreement and the consummation of the transactions contemplated hereby and thereby will not (with or without the giving of notice or the lapse of time, or both) (1) violate any provision of the charter or bylaws of the Company; (2) violate or, except as hereinafter provided, require any consent, authorization or approval of, or exemption by, or filing under any provision of any law, statute, rule or regulation to which Seller or the Acquired Assets are subject; (3) subject to obtaining court authorization as provided for in Section 8(f) hereof, violate any judgment, order, writ or decree of any court applicable to Seller, the business or the Acquired Assets; (4) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, or require any consent, authorization or approval under any contract, agreement or instrument to which Seller is a party or any of the Acquired Assets is bound; or (5) result in the creation or imposition of any encumbrance upon the Acquired Assets, which violation, conflict, breach, default, acceleration or encumbrance, or the failure to make or obtain such filing, consent, authorization or approval, with respect to

the matters specified in clauses (2) through (5) could, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Acquired Assets or the results of the operations of the business or prevent or delay the consummation of the transactions contemplated by this Agreement.

(j) **Financial Statements.** Purchaser waives any entitlement to examine the financial statements of the Company for the period prior to and subsequent to its taking possession of the Acquired Assets, and agrees to complete the acquisition contemplated hereby without regard to the financial position of the Company, except to the extent otherwise provided in this Agreement.

(k) **Absence of Certain Changes or Events.** Since December 15, 1996, in its conduct of the business, Seller has not:

(i) Amended in any material respect or terminated any contract other than in the ordinary course of the Company consistent with past practice;

(ii) Suffered the occurrence of any events that, individually or in the aggregate, have had, or could reasonably be expected to have a material adverse effect on the Acquired Assets or the results of operations of the Company;

(iii) Incurred any damage or destruction having a material adverse effect on the Acquired Assets or the results of operations of the Company by fire, storm, or similar casualty, whether or not covered by insurance;

(iv) Sold, transferred, replaced or leased any of the Acquired Assets or sold any inventory at a discount, except for transactions in the ordinary course of the Company's business consistent with past practice;

(v) Waived or released any material rights with respect to the Acquired Assets or the Company;

(vi) Entered into any transaction or made any commitments (for capital expenditures or otherwise) other than in the ordinary course of the business consistent with past practice;

(vii) Changed its methods of accounting;

(viii) Materially altered its conduct in its relations with suppliers, consultants or customers.

(l) **Contracts and Commitments.** As of December 15, 1996, except as otherwise provided for or disclosed herein, Seller was not, except as identified on Schedules A or B or as may exist in deFeo's bankruptcy, with respect to the Acquired Assets or the Company, party to any written or oral:

(i) agreement, contract or commitment for the future purchase of, or payment for, supplies or products, or for the performance of services by another party, involving in any one case \$1,000 or more;

(ii) agreement, contract or commitment to sell or supply products or to perform services, involving in any one case \$1,000 or more;

(iii) agreement, contract or commitment continuing over a period of more than six months from the date hereof or exceeding \$1,000 in value;

(iv) representative, sales agency, dealer or distributor agreement, contract or commitment;

(v) lease under which Seller is either lessor or lessee, other than with respect to the real property leased and to be conveyed hereunder;

(vi) note, debenture, bond, conditional sale agreement, equipment trust agreement, letter of credit agreement, loan agreement or other contract or commitment for the borrowing or lending of money (including, without limitation, loans to or from employees) or guarantee, pledge or undertaking of the indebtedness of any other person, except as regards to Firstrust Savings Bank, or any other creditor or party in the deFeo bankruptcy which has or may assert a right against the Acquired Assets or the Seller's shareholders;

(vii) agreement, contract or commitment for any charitable or political contribution;

(viii) any other material agreement, contract or commitment not made in the ordinary course of business.

(m) **Permits, Licenses.** Seller, to the best of its knowledge, has all material permits, licenses, registrations, orders and approvals of federal, state or local government or

regulatory bodies that are required to operate the Seller's business (including, without limitation, those required by DEP and PUC or required under any environmental law) (collectively "Permits") Its right to operate the business under those Permits is, however, subject to the aforesaid Final Decree of the Pennsylvania Commonwealth Court. Seller makes no representation that it is in compliance with the material terms and conditions of the Permits.

(n) **Compliance with Laws.** As of December 15, 1996, Seller, to the best of its knowledge, has at all times conducted the business of the Company (subject to the Purchaser's rights and duties to operate the business in accordance with the aforesaid Final Decree of the Pennsylvania Commonwealth Court ) so as to comply with all laws, ordinances and regulations applicable to the conduct or operation of the business or the ownership or use of the Acquired Assets in each case, except where the failure to comply would not, individually or in the aggregate, have a material adverse effect on the Acquired Assets or the results of operations of the business.

(o) **Legal Proceedings.** Except as contained on Schedule B attached, there are no claims, actions, suits, judgments, proceedings, investigations or inquiries pending before any federal, state or other court or governmental or administrative agency or to Seller's knowledge, threatened against the Company or deFeo or any of the Acquired Assets, or relating to the transactions contemplated by this Agreement that could reasonably be expected to have a material adverse effect on the Acquired Assets or the results of operations of the business, nor does Seller know or have reasonable grounds to know of any basis for any such claims, actions, suits, judgments, proceedings, investigation inquiries. Seller is not party to or subject to the provisions of any judgment, order, writ, injunction, decree or award of any court, arbitrator or governmental, regulatory or administrative official, body or authority that relates to the Acquired Assets or the business of the Company or that might affect the transactions contemplated by this Agreement, other than the proceedings identified in Schedule B, or as otherwise disclosed herein. The parties agree that Schedule B shall be updated as of the Closing Date.

(p) **Absence of Undisclosed Liabilities.** Seller has no liabilities or obligations relating to the business of the Company, except (i) those liabilities and obligations set forth on the balance sheet and not heretofore paid or discharged; (ii) those liabilities and obligations arising in the ordinary course of business consistent with past practice under any agreement,

contract or commitment specifically disclosed in this Agreement or not required to be disclosed because of the term or amount involved; (iii) those liabilities and obligations incurred in the ordinary course of business consistent with past practice since the balance sheet date; and (iv) those liabilities and obligations set forth on Schedule A (as it may be amended prior to the Closing Date), or as otherwise disclosed herein. All such disclosed liabilities of the Company shall either be paid or paid into an escrow account directly by the Closing Date.

(q) **Books and Records.** All material books of account and other financial records of Seller directly relating to the business are complete and correct in all material respects and have been made available to Purchaser. All of the books and records have been prepared and maintained in accordance with good business practices and, where applicable, in conformity with GAAP and in compliance in all material respects with applicable laws, regulations and other requirements.

(r) **No Finder.** With the exception of fees payable to Dictor Capital Corporation, which will be paid by Seller outside of Closing, Seller has not taken any action that would give to any person a right to a finder's fee or any type of brokerage commission in relation to or in connection with the transactions contemplated by this Agreement.

(s) **Interest in Business.** Seller has not granted and there is not outstanding any option, right, agreement or other obligation pursuant to which any person could claim a right to acquire in any way all or any part of or interest in the business of the Company.

(t) **Environmental Matters.**

(i) Except as regards the subject matter of Commonwealth of Pennsylvania, DEP vs. Westtown Water Treatment Company, et al, No. 141 M.D. 1995, Pennsylvania Commonwealth Court, or as otherwise disclosed to or known by the Purchaser, as of December 15, 1996 Seller has not received any notice relating to the business, or the real property leased from deFeo upon which the sewage treatment plant is operated, alleging any violation of any environmental law or any written request for information from any governmental agency or other person pursuant to any environmental law.

(ii) Except as to matters identified in said litigation, or as otherwise disclosed to or known by the Purchaser, Seller had not received as of December 15, 1996 any

notice or order from any governmental agency or private or public entity in connection with the business advising it that Seller is responsible for or potentially responsible for remediation or paying for the cost of investigation or remediation of any regulated substance, and Seller has not entered into any agreements pertaining thereto;

(iii) All environmental studies in the possession of Seller relating to the real property leased from deFeo have been or will be delivered to Purchaser to the extent they exist.

(u) **No Significant Items Excluded.** There are no assets or properties of Seller, or agreements, contracts or commitments to which Seller is party that (i) relate to the business but also to other assets of Seller (and for that reason are not part of the Acquired Assets) and (ii) are of material importance to the ongoing operation of the Company's business by Purchaser.

(v) **Completeness and Accuracy.** Based on best available information and only as to material facts, all information set forth in this Agreement is true, correct and complete. No representation or warranty of Seller contained in this Agreement contains or will contain any untrue statement of material fact or omits or will omit to state any material fact necessary to make the statements made therein not misleading. All contracts, permits and other documents and instruments furnished or made available to Purchaser by Seller are or will be true, complete and accurate originals or copies of originals and include all amendments, supplements, waivers and modifications thereto. There is no fact, development or threatened development (excluding general economic factors affecting business in general) that Seller has not disclosed to Purchaser in writing that materially adversely affects or, so far as Seller can now foresee, may materially adversely affect, the business, the Acquired Assets or the prospects or condition (financial or otherwise) of the business of the Company.

(w) **Taxes.** Seller has duly and timely filed or will file with the appropriate governmental agencies (federal, state, local and foreign) all tax and other returns required to be filed by them. Seller has paid or have made sufficient provision for the payment of all taxes required (i) to be paid by them for all fiscal and other applicable tax periods which have ended or (ii) to be accrued for the portion of the current fiscal or other current applicable tax period up to the day prior to the Closing Date. The Company will provide at Closing a certification, verified by its accountant, to this effect.

5. **Representations and Warranties of Purchaser.** Purchaser represents and warrants to Seller as follows:

(a) **Organization and Good Standing.** Purchaser is a municipal corporation duly incorporated, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania.

(b) **Binding Effect.** This Agreement and each instrument executed and to be executed by Purchaser in connection herewith are and will be the legal, valid and binding obligations of Purchaser enforceable against it in accordance with their respective terms.

(c) **Authorization.** The execution, delivery and performance by Purchaser of this Agreement and each instrument executed and to be executed by Purchaser in connection herewith, and consummation of the transactions provided for herein and therein, are and will be within the corporate powers of Purchaser; will have been duly authorized by all necessary corporate action on the part of Purchaser by the Closing Date; and do not and will not contravene any law, regulation, judgment, decree, order or award relating to Purchaser or conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation of any lien, charge, security interest or encumbrance upon, any of the assets or properties of Purchaser pursuant to any corporate charter, bylaw, indenture, mortgage, lease, security agreement, partnership agreement or other agreement to which Purchaser is a party or by which Purchaser is bound.

(d) **No Misleading Statements.** Neither this Agreement nor any other information furnished to Seller by or on behalf of Purchaser in connection with the transactions contemplated hereby, nor any of the exhibits, instruments or certificates executed and delivered by or on behalf of Purchaser and referred to in this Agreement and the schedules hereto or executed and concurrently herewith, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

(e) **Consents and Approvals.** Except for the Commonwealth Court authorization as set forth in Section 8(f) of this Agreement, no consent, approval or authorization of, or declaration, registration, qualification or filing with, any governmental or regulatory authority is required for the valid authorization, execution, delivery and performance by Purchaser of this Agreement.

(f) **Financial Capability.** The Purchaser has the ability to perform financial obligations required of it under this Agreement.

(g) **Completeness and Accuracy.** Based on best available information and only as to material facts, all information set forth in this Agreement is true, correct and complete. No representation or warranty of Purchaser contained in this Agreement contains or will contain any untrue statement of material fact or omits or will omit to state any material fact necessary to make the statements made therein not misleading.

6. **Covenants of Seller.** Between the date of this Agreement and the Closing Date, Seller covenants that it will, in its conduct of the business, except as otherwise agreed by Purchaser in writing, and subject to the Purchaser's rights and duties to operate the business in accordance with the aforesaid Final Decree of the Pennsylvania Commonwealth Court:

(a) **Access.** Give to Purchaser and its counsel, accountants, consultants and other representatives, at their sole expense and risk, reasonable access, during normal business hours, to such of the properties, books, accounts, contracts and records of Seller as are relevant to the Acquired Assets and the business, and furnish or otherwise make available to Purchaser all such information concerning the Acquired Assets and the business as Purchaser may reasonably request, provided that the confidentiality of any data or information so acquired shall be maintained as confidential by Purchaser and representatives in accordance with Section 7 hereof.

(b) **Compliance with Laws.** Comply in all material respects with all laws applicable to the Acquired Assets and to the conduct of the business;

(c) **Material Obligations.** Perform all the material obligations of Seller relating to the Acquired Assets and the business in accordance with the past practices of Seller;

(d) **Best Efforts.** Assist Purchaser in fulfilling Purchaser's covenants in Section 7 and use its best efforts to assist in obtaining all other approvals and consents in order to effectuate the transactions contemplated hereby; Seller's duty to use best efforts to assist the Purchaser in such approvals and consents shall survive and remain in force and effect subsequent to the Closing Date;

(e) **Disclosure of Facts.** Advise Purchaser promptly in writing of any fact that, if known at the Closing Date, would have been required to be set forth or disclosed in or pursuant to this Agreement, or which would result in the breach in any material respect by Seller of any of its representations, warranties, covenants or agreements hereunder;

(f) **Incomplete or Incorrect Information.** Promptly disclose to Purchaser any information contained in the representations and warranties of Seller contained in Section 4 which is no longer complete or correct (including furnishing updated financial statements); provided that no such disclosure shall be deemed to modify, amend or supplement Seller's representations and warranties;

(g) **Satisfaction of Conditions.** Not undertake any course of action inconsistent with satisfaction of the conditions applicable to Seller set forth in this Agreement and use all reasonable efforts to do all such acts and take all such measures as may be reasonably necessary to comply with the representations, agreements, conditions, covenants and other provisions of this Agreement;

(h) **Prohibited Actions.** Between the date of this Agreement and the Closing Date, in its conduct of the business, Seller shall not, except as otherwise agreed by Purchaser in writing, and as regards Firstrust Savings Bank or any other lender which may advance funds to Seller for the same purpose as Firstrust if Firstrust does not advance the funds:

(i) Sell, transfer, assign, lease, encumber or otherwise dispose of any of the Acquired Assets other than in the ordinary course of the business consistent with past practices;

(ii) Change in any material respect the character of the business;

(iii) Incur any material fixed or contingent obligation or enter into any material agreement, commitment or other transaction or arrangement that is not in the ordinary course of the business consistent with past practices;

(iv) Subject to lien, security interest or any other encumbrance, other than permitted encumbrances, any of the Acquired Assets;

(v) Except as required by law, publicize, advertise or announce to any third party, except as required

pursuant to this Agreement to obtain the consent of such third party, the entering into of this Agreement, the terms of this Agreement or the transactions contemplated hereby;

(vi) Except in the ordinary course of the business consistent with past practices, cancel, release or relinquish any material debts of or claims against others held by Seller with respect to the business or waive any material rights relating to the business; and

(vii) Terminate or materially modify any material lease, contract, governmental license, permit or other authorization or agreement affecting the business or the Acquired Assets of the operation thereof.

7. **Covenants of Purchaser.** Except as otherwise first approved in writing by Seller, or as otherwise set forth in this Agreement, Purchaser covenants and agrees with Seller that between the date hereof and the Closing Date or the termination of this Agreement in accordance with its terms:

(a) **Necessary Action.** Purchaser shall use its best efforts to obtain all material consents and approvals required for consummation of the transactions contemplated by this Agreement. In this regard, Purchaser shall seek the approvals of the PUC and DEP for the transactions contemplated hereby. Seller and deFeo agree to cooperate with Purchaser in all respects in order to obtain the necessary approvals from these agencies, as necessary, it being understood by the parties that such approvals are not conditions precedent to Closing. Seller authorizes, immediately upon the execution of this Agreement, the filing of applications for appropriate PUC and DEP approvals. Seller shall have a duty to join in and use its best efforts to assist Purchaser in securing such approvals, which duty shall survive and remain in force and effect subsequent to the Closing Date. Seller shall not be obligated to change in any way any aspect of this Agreement as a condition of approval by the PUC and DEP.

(b) **Best Efforts.** Purchaser shall assist Seller in fulfilling Seller's covenants in Section 6 and shall use its best efforts to cause all of the conditions set forth in Section 9 hereof to be satisfied on the Closing Date.

(c) **Confidentiality.** Purchaser shall not publish or disclose and not authorize or permit any of its officers, public officials, employees, agents or representatives or any third party to publish or disclose any data or business or financial books, records or other information of or pertaining to Seller,

which have been furnished to Purchaser by Seller or to which Purchaser, or any of its officers, employees, directors, agents, attorneys or accountants, or any financial institution have had access during any investigation made in connection with this Agreement and which is not otherwise available to Purchaser, except to the extent allowed or required by law.

(d) **Insurance/Risk of Loss.** Purchaser represents that it has in place Boiler and Machinery and Comprehensive Equipment insurance coverage which insures against accident or breakdown of the Acquired Assets. Purchaser agrees to assume the risk of loss of or to any of the Acquired Assets between the date of this Agreement and the Closing Date only to the extent that such loss is covered by the aforesaid insurance. The Purchaser also maintains general liability insurance which covers municipal operations and activities, but does not agree by assuming the risk of loss relating to the Acquired Assets to indemnify or hold harmless the Company or deFeo from any claims for liability which may be asserted against them, or either of them, by virtue of its possession and operation of the Company pursuant to the aforesaid Final Decree of the Commonwealth Court.

8. **Conditions Precedent to Obligations of Purchaser.** The obligations of Purchaser to proceed with the transactions contemplated hereby are subject to the satisfaction of the following conditions unless waived by Purchaser.

(a) **Compliance and Representation Correct.** All of the terms and conditions contained in this Agreement to be complied with and performed by Seller at or before the Closing Date shall have been complied with and performed in all material respects, and the representations and warranties made by Seller in this Agreement shall continue to be correct in all material respects at and as of the Closing Date with the same force and effect as though such representations and warranties had been made at and as of the Closing Date, except for any changes contemplated by this Agreement.

(b) **Receipt of Corporate Documents.** Seller shall have delivered to Purchaser on the Closing Date copies of the resolutions of the Board of Directors of Seller adopting and approving this Agreement and authorizing the transactions contemplated hereby, certified by the Secretary of the Seller and in form and substance satisfactory to Purchaser and its counsel.

(c) **Satisfactory Proceedings.** All proceedings to be taken in connection with the consummation of the transactions contemplated by this Agreement and all documents incident thereto

shall be reasonably satisfactory in form and substance to Purchaser and its counsel, and Purchaser and its counsel shall have received copies of such documents as Purchaser and its counsel may have reasonably requested in connection with said transactions from the date hereof to the Closing Date.

(d) **Payment of Claims.** Subject to the provisions of subparagraph 2(b) and Section 9(e), all accounts payable (including legal and other consulting fees associated with the Company's business) attachments, claims, liens, charges, judgments, encumbrances, security interests, contracts and suits affecting the real property being purchased from deFeo or any other Acquired Assets referred to in Section 1 hereof, including ongoing payments for sewer service which have been attached or garnished by creditors of the Company, shall be paid, satisfied, discontinued, terminated and removed by the Seller not later than the Closing Date, unless Purchaser has agreed otherwise herein. All such claims are set forth in Schedule A attached hereto (as it may be amended prior to the Closing Date). Purchaser will participate in the resolution of all issues with Chesterfield Development Corporation ("Chesterfield") and Lewis J. Brandolini, III ("Brandolini") which relate to the Acquired Assets and the real property of deFeo as provided for in Section 9(e) hereof.

(e) **Transfer of Real Property.** The real property owned by deFeo located on Westtown Road, Westtown Township, Chester County, Pennsylvania (tax parcel 67-2-24.1), together with all improvements thereon located, shall have been conveyed to Purchaser by the Chester County Sheriff in accordance with the terms of the settlement agreement between and among deFeo, Purchaser and Firsttrust of even date herewith.

(f) **Court Authorization.** The Pennsylvania Commonwealth Court shall have authorized the transfer contemplated hereby by issuing an order terminating the responsibilities of the Purchaser and the Seller under the Final Decree of October 15, 1996.

(g) **Discontinuance of Appeal.** On the Closing Date, the appeal from the Final Decree of the Commonwealth Court dated October 15, 1996 (No. 141 M.D. 1995) which has been taken by the Company to the Supreme Court of Pennsylvania (No. 173 M.D. Appeal Docket 1996) shall have been settled, discontinued and ended as to Purchaser, and the Company and deFeo shall have released Purchaser from any and all claims for damages for a taking of its property resulting from the relief granted by the Commonwealth Court.

(h) **Release of Westtown Township.** The Company shall have, as of the Closing Date, released the Purchaser from any and all claims, liabilities, damages and obligations relating to the operation of the Company by the Township pursuant to the aforesaid Commonwealth Court Final Decree or any order of the Supreme Court which may have been entered in the appeal at No. 173 M.D. Appeal Docket 1996 as of the Closing Date or thereafter.

(i) **Termination of Company Bankruptcy Proceedings.** The Company shall have, as of the Closing Date, terminated the Chapter 9 Bankruptcy proceedings which it has filed in the U.S. Bankruptcy Court for the Eastern District of Pennsylvania.

Purchaser shall have the right to waive any of the foregoing conditions precedent.

9. **Conditions Precedent to Obligations of Seller.** The obligations of Seller to proceed with the transactions contemplated hereby are subject to the satisfaction of the following conditions unless waived by Seller.

(a) **Compliance and Representation Correct.** All of the terms and conditions contained in this Agreement to be complied with and performed by Purchaser at or before the Closing Date shall have been complied with and performed in all material respects, and the representations and warranties made by Purchaser in this Agreement shall continue to be correct in all material respects, at and as of the Closing Date, with the same force and effect as though such representations and warranties had been made at and as of the Closing Date, except for changes contemplated by this Agreement.

(b) **Receipt of Corporate Documents.** Purchaser shall have delivered to Seller on the Closing Date copies of the resolutions of the Board of Supervisors of Purchaser adopting and approving this Agreement and authorizing the transactions contemplated hereby, certified by the Secretary of Purchaser and in form and substance satisfactory to Seller and their counsel.

(c) **Payment of Purchase Price.** Purchaser shall have made full payment of the Purchase Price in accordance with the terms of this Agreement.

(d) **Satisfactory Proceedings.** All proceedings to be taken in connection with the consummation of the transactions contemplated by this Agreement and all documents incident thereto shall be reasonably satisfactory in form and substance to Seller and its counsel, and Seller and its counsel shall have received

copies of such documents as Seller and its counsel may have reasonably requested in connection with said transactions from the date hereof to the Closing Date.

(e) **Chesterfield Development Corporation.** Consistent with the terms of Section 8(d), Chesterfield, Brandolini, the Company, deFeo and the Purchaser shall have reached a settlement of all issues among them in accordance with the terms of a mutually acceptable settlement agreement. Such settlement shall include a release by Chesterfield and Brandolini of all claims against the Seller and deFeo and a dismissal of all lawsuits. The Purchaser shall not provide any new sewer services to Chesterfield or Brandolini, unless the transactions contemplated by this agreement are completed. Said settlement agreement shall be in the form attached hereto as Schedule C.

(f) **Release of Seller and Shareholders.** The Purchaser shall have, as of the Closing Date, released the Seller and its shareholders (including deFeo) from any and all claims, liabilities, damages and obligations relating to the operation of the Company by the Township pursuant to the aforesaid Commonwealth Court Final Decree or any order of the Supreme Court which may have been entered in the aforesaid appeal to that Court.

(g) **Firsttrust Savings Bank.** Firsttrust Savings Bank, the Company, deFeo and the Purchaser shall have reached a settlement of all issues between them, including, without limitation, the actions brought by Firsttrust Savings Bank against deFeo captioned as Firsttrust Savings Bank v. Peter A. deFeo, Court of Common Pleas, Chester County, Pennsylvania, Docket No. 93-02598, Firsttrust Savings Bank v. Peter A. deFeo, Court of Common Pleas, Philadelphia County, Pennsylvania, Docket No. 1447, January Term, 1997, and deFeo's bankruptcy action. Said settlement agreement shall be in the form attached hereto as Schedule D.

10. **Seller's Conduct at Closing.** At the Closing, Seller shall deliver to Purchaser, in form and substance reasonably satisfactory to Purchaser:

(a) Bills of Sale conveying the personal property and equipment to be sold to Purchaser pursuant to this Agreement;

(b) Special warranty deeds, assignments of rights-of-way and easements and keys to all facilities and properties of deFeo and the Company only as deFeo's facilities and properties relate to the Company's business and the Acquired Assets;

(c) An assignment of all of Seller's right, title and interest in, to and under the leases to be assigned to Purchaser hereunder;

(d) An assignment of all of Seller's certificates, rights, permits and operating authorities to the extent assignable, issued to Seller by PUC and DEP, or any other regulatory or licensing authority of the Company; and

(e) Such other documents as are required and/or Purchaser reasonably requests in connection with the consummation of the transactions contemplated by this Agreement.

**11. Purchaser's Conduct at Closing.** At the Closing, Purchaser shall:

(a) Pay to Seller the Purchaser Price in accordance with the terms of this Agreement; and

(b) Deliver to Seller such other documents as are required and/or Seller reasonably request in connection with the consummation of the transactions contemplated by this Agreement.

**12. Further Assurances.** If at any time after the Closing Date any further assignments, conveyances or assurances in law are necessary or desirable to vest, perfect or confirm of record in Purchaser the title to any of the Acquired Assets, or to confirm the assumption by Purchaser of any of the Assumed Liabilities, or otherwise to carry out the provisions hereof, the proper officers of Seller or the Purchaser, as the case may be, shall execute and deliver any and all proper deeds, assignments, instruments of assumption, powers of attorney and assurances in law, and do all things necessary or proper to vest, perfect or confirm title to such property or rights in Purchaser or to confirm the assumption by Purchaser of any such liability of Seller, as the case may be, and otherwise to carry out the provisions hereof.

**13. Bulk Sales.** Purchaser hereby agrees to waive Seller's compliance with any bulk sales legislation applicable to the sale and purchase of the Acquired Assets, based upon Seller's representation that it has divulged all claims against the Company in Schedules A and B attached hereto.

**14. Survival of Representations and Warranties.** All representations and warranties of the parties shall survive for two years after the Closing Date; provided that there shall be no termination of any such representation or warranty as to which a

claim has been asserted prior to the termination of such survival period. Except as otherwise expressly provided in this Agreement, all covenants, agreements, undertakings and indemnities set forth in this Agreement shall survive indefinitely.

**15. Indemnification.**

(a) **Indemnification by Seller.** Seller shall defend, indemnify and hold Purchaser and its respective officers, public officials, employees and agents (each, a "Purchaser Indemnified Party") harmless from any and all actions, suits, judgments, claims, demands, costs and expenses (including reasonable attorneys' fees and expenses) ("Damages") asserted against or incurred by a Purchaser Indemnified Party which arise or result from any (i) breach by Seller of any of its covenants contained in this Agreement (ii) inaccurate or false representation or warranty of Seller contained in this agreement or in any certificate or other instrument delivered by Seller pursuant to this Agreement, or (iii) liability or obligation ("Liability") of Seller which is not an Assumed Liability arising out of the transactions contemplated by this Agreement.

(b) **Indemnification by Purchaser.** Purchaser shall defend, indemnify and hold Seller and their respective officers, directors, employees and agents (each, a "Seller Indemnified Party") harmless from any and all Damages asserted against or incurred by Seller Indemnified Party, which arise or result from any (i) breach by Purchaser of any of its covenants contained in this Agreement, (ii) inaccurate or false representations or warranty of Purchaser contained in this Agreement or in any certificate of other instrument delivered by Purchaser pursuant to this Agreement, or (iii) Seller's noncompliance with any bulk sales legislation applicable to this transaction.

(c) **Other Indemnification Provisions.** The foregoing indemnification provisions are in addition to, and not in derogation of, any statutory or common law remedy any party may have for breach of representation, warranty or covenant contained herein.

**16. Miscellaneous.** The parties further agree as follows:

(a) **Expenses.** Whether or not the transactions contemplated hereby are consummated, each of the parties hereto shall pay all of its own legal and other fees, costs and expenses in connection herewith.

(b) **Parties in Interest.** This Agreement shall inure solely to the benefit of the parties hereto and shall be binding upon the successors and permitted assigns of the parties hereto.

(c) **Prior Agreements, Modifications.** This Agreement and the documents referred to herein and to be delivered pursuant hereto constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersede all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein or therein: No amendment, supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by each of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

(d) **Captions.** The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision hereof.

(e) **Governing Law.** The terms of this Agreement shall be governed by, and interpreted and construed in accordance with the provisions of, the internal laws of the Commonwealth of Pennsylvania.

(f) **Assignment.** No party may assign this Agreement, or any rights hereunder, without the prior written consent of the other parties hereto.

(g) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed, shall constitute an original copy hereof and all of which taken together shall constitute one and the same instrument.

(h) **Notices.** Any notice, request, instruction or other document to be given hereunder shall be in writing and delivered personally or sent by certified mail, postage prepaid, or by a nationally recognized overnight delivery service, fee prepaid, addressed as follows:

To Seller:	Westtown Water Treatment Company
and deFeo	Box 2000
	Media, PA 19063

with a copy to: Gino J. Benedetti, Esquire  
Miller, Alfano & Raspanti  
Suite 3402  
1818 Market Street  
Philadelphia, PA 19103

To Purchaser: Westtown Township  
P. O. Box 79  
Westtown, PA 19395

with a copy to: Robert F. Adams, Esquire  
119 North High Street  
West Chester, PA 19381-0562

Any party may from time to time change its address for purpose of notices to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the parties to be charged therewith.

(i) **Public Statements.** No party shall make any disclosure, including any news release or other public statement disclosing the existing or terms of this Agreement without the prior consent of the other parties, which consent shall not be unreasonably withheld or delayed, provided that a party may make such disclosures which, in the opinion of such party's counsel are legally required.

IN WITNESS WHEREOF, each of the parties hereto, intending to be legally bound hereby, has caused this Agreement to be signed in its name by the undersigned hereunto duly authorized, all as of the date first above written.

ATTEST:

WESTTOWN WATER TREATMENT  
COMPANY, d/b/a WESTTOWN SEWER  
COMPANY

Peter A deFeo

BY:

Peter A deFeo  
President

Christel Barton  
Witness

Peter A deFeo  
Peter A. deFeo

ATTEST:

WESTTOWN TOWNSHIP  
BOARD OF SUPERVISORS

Michael A. Cottas  
Michael A. Cottas  
Township Secretary

Robert J. ...  
...  
A. Quinn ...

SCHEDULE A

Liabilities and Obligations of  
Westtown Water Treatment Company

<b>Company</b>	<b>Description</b>
A&D Electric	Electrical Work
ACMS	Operation Costs
Agway Fuel	Gas, Propane
AmQuip Corp.	Crane Rental
Bell Atlantic	Phone
Buchart Horn Engineering	Ratemaking Engineering
Brandywine Valley Engineering	I&I study, Plant Engineering
B.A. Santangelo Mechanical	PVC Welding
Cedar Grove Labs	Testing Services
Clark-Ladner	Legal Work
Coyne Chemical	Chlorine Supply
DeFonzo, Mario CPA	Accounting Services
Fisher Scientific	Testing Services
Firsttrust Savings Bank	Real Property Mortgage
Franklin Miller, Inc.	Comminutor
Giles & Ransome	Equipment Rental
Godwin Pumps, Inc.	Lift Pumps
Internal Revenue Service	Payroll Withholding
Joyce Realty	Pump Station Reimbursement
Keen	Chlorine Supply
Lab Safety Supply	Emergency Pack
Matour, James Esquire	Legal Work
McAneney, John CPA	Accounting
M&P Custom Design	Welding
MGK Industries	Plant Repairs
Miller, Alfano & Raspanti, P.C.	Legal Work
Paychex	Payroll Services
Pepper, Hamilton & Scheetz	Legal Work
Ransome Equipment Supply	Equipment rental
Roberts Oxygen Supply	Aecetylene
Root Company	Plant Operation
Thomas, Thomas, Armstrong & Niesen	Ratemaking
Winter Generator	Emergency Generator

SCHEDULE B

Pending Legal Proceedings Against  
Westtown Water Treatment Company

**COMMITMENT**  
**SCHEDULE B - SECTION 1**  
**(continued)**

---

File Number: ABCO 18695

9. The following item(s) are to be satisfied and/or released of record:

MORTGAGE: \$300,000.00 - Peter A. DeFeo and Marie L. DeFeo, his wife TO First Federal Savings & Loan Assoc. of Philadelphia; dated 7/27/71 and recorded 7/29/71 in Mortgage Book A-36, page 260. Spreader Agreement in Misc. Deed Book 321, page 157. (Covers other property also)

MORTGAGE: \$75,000.00 - Peter A. DeFeo and Marie L. DeFeo, his wife TO First Federal Savings & Loan Assoc. of Philadelphia; dated 3/12/76 and recorded 3/15/76 in Mortgage Book D-47, page 46. Agreement in Misc. Deed Book 379, page 187.

MORTGAGE: \$1,000,000.00 - Peter A. DeFeo TO First Trust Savings Bank; dated 5/18/87 and recorded 5/21/87 in Record Book 748, page 79.

MORTGAGE: \$73,623.01 - Peter A. DeFeo TO Philadelphia Electric Company; dated 12/9/92 and recorded 12/13/93 in Record Book 3676, page 901.

SECURED TRANSACTION: Peter Anthony DeFeo (debtor) TO First Federal Savings and Loan Association (secured party) filed 7/29/71. Continued 7/2/76; 7/14/81; 6/27/86 and 6/27/91 in Recorder of Deeds Office, Record Book 2479, page 41. Also filed in the Prothonotary's Office as #ST7137205, 7/29/71. Continued 7/10/91.

SECURED TRANSACTION: Peter A. DeFeo, Westtown Water Treatment Company d/b/a Westtown Sewer Company (debtor) TO Firsttrust Savings Bank (secured party) recorded 6/18/93 in Record Book 3606, page 2132. Also filed in the Prothonotary's Office as #ST931991.

JUDGMENT: \$644.25 - John Higgins and Higgins Excavating VS Peter DeFeo and Westtown Sewer Treatment filed 10/15/92, Judgment #92-07359.

JUDGMENT: \$19,081.11 - Nikki Halpern, Baruch Halpern, Estate of Anna Schachter Rosenberg, and Phyllis Halpern VS Peter DeFeo and Remco filed 4/29/93, Judgment #93-04265.

JUDGMENT: \$477.55 - Broad Run Sales and Rental Inc. VS Peter A. DeFeo filed 2/25/94, Judgment #92-04605.

JUDGMENT: \$956,381.35 - Firsttrust Savings Bank VS Peter A. DeFeo filed 3/11/93, WOE filed 3/11/93, Judgment #93-02598. 6/16/94, Sheriff's Sale Stayed; Copy of Bankruptcy Under Chapter 11, #94-13741 received.

**COMMITMENT  
SCHEDULE B - SECTION 1  
(continued)**

**File Number: ABCO 18695**

JUDGMENT: \$12,000.76 - Thomas, Thomas, Armstrong and Niesen VS Peter A. DeFeo. Foreign Judgment #97-01636 entered 3/3/97 VS Peter (President) DeFeo.

JUDGMENT: \$1,414,001.13 - First Savings Bank (Pltf. Substitution) J&F Investments Inc. (Substituted Pltf) VS Peter A. DeFeo (Ind) and T/A Penna. Office Investments Co. filed 3/23/94, Judgment #94-02415. (6/30/94, Petition from Bankruptcy Court received)

JUDGMENT: \$1,655.49 - Sheller Oil Co. VS Peter A. DeFeo filed 1/22/93, Judgment #93-00750.

NOTICE: The following judgments have been indexed only against Westtown Water Treatment Co. and/or Westtown Sewer Co. and not against the land owner.

JUDGMENT: \$19,975.79 - Buchart Horn, Inc. VS Westtown Sewer Company. Judgment #93-02643 entered 6/21/95.

JUDGMENT: \$7,395.00 - Browning Ferris Industries of Pa. D/B/A Ad & Soil VS Westtown Sewer Company and Westtown Water Treatment Company. Judgment #94-04358 entered 1/24/96.

JUDGMENT: \$1,329.90 - Fred Alvisi, Sr. VS Westtown Water Treatment Co. Judgment #95-04720 entered 5/24/95.

JUDGMENT: \$5,026.06 - Willier Electric Motor Company, Inc. VS Westtown Water Treatment Inc. Judgment #96-03034 entered 5/20/96. Writ of Execution filed 6/10/96.

JUDGMENT: \$16,000.00 - Franklin Miller, Inc. VS Westtown Water Treatment Co. Award of Arbitration #96-00271 entered 11/1/96.

JUDGMENT: \$494.52 Agway Petroleum Corp. vs Westtown Water Treatment Co. #97-03722 entered 5/12/97.

JUDGMENT: \$6,868.03 Amquip Coporation vs Westtown Water Treatment Co. #9703837 entered 5/15/97.

JUDGMENT: \$26,381.61 Winter Engine-generator Service, Inc., vs Westtown Water Treatment Co. #97-00035 filed 1/3/97; writ of execution filed 7/2/97.

JUDGMENT: \$26,381.61 Winter Engine-generator Service, Inc., vs Westtown Water Treatment Co. #97-00074 filed 1/3/97.

**COMMITMENT**  
**SCHEDULE B - SECTION 1**  
**(continued)**

**File Number:** ABCO 18695

**NOTICE:** Chesterfield Development Corporation and Lewis J. Brandolini, III VS Westtown Water Treatment Company d/b/a Westtown Sewer Co. and Peter DeFeo. Complaint in Equity #94-02959 filed 4/8/94.

**NOTICE:** Chesterfield Development Corporation and Lewis J. Brandolini, III VS Westtown Water Treatment Company d/b/a Westtown Sewer Co. and Peter DeFeo. Complaint in Equity #94-02959 filed 4/8/94.

**NOTICE:** Secured Transaction filed only in Prothonotary's Office Westtown Water Treatment Company, Inc. (debtor) TO Godwin Pumps of America, Inc. #ST951668 filed 6/26/95.

10. Subject to State and Local Realty Transfer taxes.
11. RE: Bankruptcy Proceedings #94-13741

Certified copies of all bankruptcy court documents supporting proposed conveyance, including: Petition to sell free and clear of all liens; Certification of Notice to Creditors of said Petition; Court Order approving the sale free and clear of all liens.

Further requirements may be added upon examination of documents.

12. **NOTICE:** Company assumes no liability for failure to re-advertise the Sheriff Sale after postponement in excess of one hundred days.
13. **TO BE PRODUCED:** Certified copy of the Ordinance directing the purchase and mortgage, if applicable, of subject premises.
14. If the premises is to be mortgaged, then proof by affidavit that the present transaction is in compliance with the Local Government Unit Debt Act 53 P.S. Sec. 6780 et seq.
15. **NOTICE:** 1997 Real Estate Atlas shows Parcel #67-2-24.1-U assessed as follows:

Land	\$2,670.00
Improvements	\$ 900.00
Total	\$3,570.00

**MILLAGES:** Twp. 4 mi.; County 34.65 mi.; School 148.8 mi.

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA, :  
DEPARTMENT OF ENVIRONMENTAL :  
RESOURCES, :

Plaintiff :

v. :

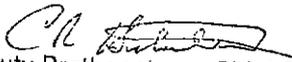
WESTTOWN WATER TREATMENT :  
COMPANY dba WESTTOWN SEWER :  
COMPANY, and CHESTERFIELD :  
DEVELOPMENT CORPORATION, :  
Defendants :

No. 141 M.D. 1995

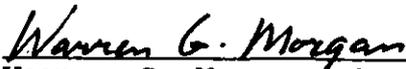
CERTIFIED FROM THE RECORD  
AND ORDER EXIT

SEP 10 1997

ORDER

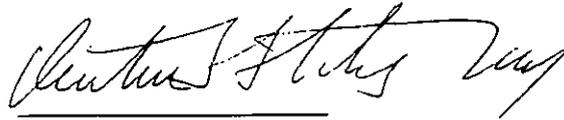
  
Deputy Prothonotary - Chief Clerk

AND NOW, this 9th day of September, 1997, in consideration of the unopposed joint application of Westtown Township and Westtown Water Treatment Company, d/b/a Westtown Sewer Company, for an order to allow township purchase of Westtown Water Treatment Company assets, and to cease enforcement of the final decree entered by this Court on October 15, 1996, it is hereby ORDERED that the purchase by Westtown Township pursuant to the asset purchase agreement attached as Exhibit "A" to the joint application is APPROVED.<sup>1</sup>

  
Warren G. Morgan, Senior Judge

<sup>1</sup> This Court's final decree entered October 15, 1996 remains in effect. Following appropriate approvals by the Public Utility Commission and the Department of Environmental Protection, any party may apply to modify or vacate the decree.

The undersigned officers of the Township of Westtown, Chester County, Pennsylvania (the "Local Government Unit"), being duly sworn according to law, do hereby verify that the foregoing Debt Statement is a full and accurate statement of the debt of the Local Government Unit as of the date thereof, prepared in accordance with the Pennsylvania Local Government Unit Debt Act, as amended.

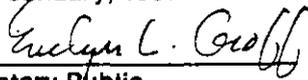


Chairman



Secretary

Sworn to and subscribed  
before me this 21<sup>st</sup> day  
of January, 1997.



Notary Public

My Commission Expires:

Notarial Seal  
Evelyn L. Groff, Notary Public  
Westtown Twp., Chester County  
My Commission Expires April 10, 1997  
Member, Pennsylvania Association of Notaries

## BORROWING BASE CERTIFICATE

### AS REQUIRED BY SECTION 102(c)(3) OF THE PENNSYLVANIA LOCAL GOVERNMENT UNIT DEBT ACT, AS AMENDED

Local Government Unit : Township of Westtown  
County : Chester  
Post Office Address : 1081 Wilmington Pike, Westtown, PA 19382  
Prepared as of : January 15, 1997

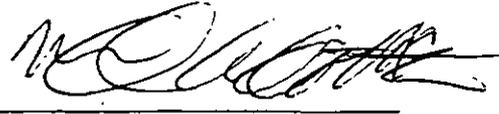
**A. Total Local Government Unit Revenues (as defined in Section 102(c)(16) of the Act)**

	<u>Fiscal Years</u>		
	1994	1995	1996
Total Revenues Received (money from <u>all sources</u> )	\$ 2,123,533	\$ 2,466,822	\$ 4,073,725
<u>Less:</u>			
(1) State & Federal subsidies & reimbursements related to a particular project financed by debt	-0-	-0-	-0-
(2) Revenues, receipts, assessments, etc. pledged for self-liquidating debt	-0-	-0-	-0-
(3) Interest on moneys in sinking funds, reserves and other funds pledged for debt	-0-	-0-	-0-
(4) Grants and gifts-in-aid measured by construction or acquisition of specific projects	320	-0-	-0-
(5) Disposition of capital assets and nonrecurring items	<u>342</u>	<u>-0-</u>	<u>1,040,404</u>
<b>NET REVENUES</b>	<b>\$2,122,871</b>	<b>\$ 2,466,822</b>	<b>\$ 3,033,321</b>
 <b>TOTAL NET REVENUES</b>		<b>\$ 7,623,014</b>	
 <b>BORROWING BASE</b> (Total Net Revenues divided by 3)		<b>\$2,541,005</b>	

The undersigned authorized officials of the Township of Westtown, Chester County, Pennsylvania (the "Local Government Unit") do hereby verify the foregoing Borrowing Base as a full and accurate statement of the borrowing base of the Local Government Unit as of the date hereof prepared in accordance with the Pennsylvania Local Government Unit Debt Act, as amended.



Chairman



Secretary

Before the  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

---

Re: Application of Westtown Water :  
Treatment Company, t/d/b/a :  
Westtown Sewer Company for :  
approval to begin to offer, render, : Application Docket  
furnish or supply WASTE water : No. \_\_\_\_\_  
service/sewer service to the public :  
in additional territory in Westtown :  
Township, Chester County, i.e. :  
Green Lane Development and :  
Chesterfield\_Development :

RECEIVED  
96 MAR 13 AM 10:34  
PA. P. U. C.  
INFO. CONTROL DIV.

---

TO THE HONORABLE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

1. The name and address of Applicant are:

Westtown Water Treatment Company,  
t/d/b/a Westtown Sewer Company  
P.O. Box 2000  
Media, PA 19063

2. The name and address of Applicant's attorneys are:

Patricia Armstrong  
Thomas T. Niesen  
Regina Matz  
THOMAS, THOMAS, ARMSTRONG & NIESEN  
212 Locust Street  
P.O. Box 9500  
Harrisburg, PA 17108-9500

3. Applicant was incorporated December 7, 1964, under the laws of Pennsylvania for the purpose of providing sewer service to the public. The Company provides sewer service to residential and commercial. Applicant currently provides service to approximately 263 residential service connections and approximately 10 commercial connections, servicing apartment houses, office

buildings, condominiums, schools, convenience and shopping centers. Applicant currently has 1,000 shares of stock outstanding. The Company is privately owned.

4. Applicant has substantially negotiated a Settlement with numerous entities including inter alia the Department of Environmental Protection ("DEP") and developer Lewis J. Brandolini which provides among other things that Applicant will provide, subject to PUC approval, sewer service to the Brandolini developments, known as Green Lane and Chesterfield Development. There are currently approximately 44 households in Green Lane. Mr. Brandolini had been hauling their sewage but as of April 1995 stopped hauling resulting in litigation by DEP in the Commonwealth Court. Accordingly, expeditious action on this Application is sought. Additionally, Mr. Brandolini currently has a Petition for Declaratory Order pending before this Commission at P-00950925 which is included as part of the Settlement and would be withdrawn upon approval of this Application.

5. Applicant currently furnishes sewer service under Supplement No. 3 to its Sewer Tariff No. 1 within Chester County. Such service is furnished as provided for under Certificates of Public Convenience at Nos. A. 92367, A. 94510, A.00104028, A.230510F1, A.230510F2 and A.230510F3 which are incorporated herein by reference.

6. The nature and additional locations of the proposed service sought herein is the provision of public sewer service within that portion of the Township of Westtown, Chester County, as shown on the map attached as Exhibit A.

7. To our knowledge no corporation, partnership, or individual has the authority or rights to furnish service similar to that to be rendered by applicant in the territory covered by this application, and no competitive condition will be created.

8. The existing right of Westtown to serve a portion of the Chesterfield development is unclear and any question would be removed through issuance of the certificate requested herein.

9. Applicant as part of the Settlement expects to borrow approximately \$750,000 from Firsttrust Bank which will provide in part for the upgrade of the capacity of the plant in order to provide service to the additional service area. This financing is also the subject of a Securities Certificate Application filed September 8, 1995 and amended March 4, 1996 at S-00950533. The approval of the financing is a condition precedent to and part of the instant Application and overall resolution referenced in paragraph 4.

10. Applicant will employ the existing facilities of the developer already in place and those to be constructed by the developer to render sewer service under this Application in addition to the plant upgrades and additional capacity required by DEP. All developer facilities are to be dedicated to Westtown Water Treatment Co.

11. There is attached hereto a balance sheet of applicant as of December 31, 1995 as Exhibit B.

12. There is attached hereto an income statement for the 12 months ended December 31, 1995 as Exhibit C.

13. Applicant will charge the rates for service in the territory covered by this application as set forth in its existing Tariff.

14. The estimated annual revenues and expenses of applicant in the territory covered by this application based upon current households are as follows:

Revenues	\$6,729.60
Operating Maintenance Expense (approx.)	5,000.00
Pumping Station Maintenance (approx.)	<u>6,000.00</u>
Net Income	- (\$4,270.40)

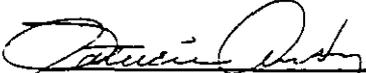
The Company's rates are extremely low and once the financing at S-00950533 is in place the Company is preparing to make a rate filing as soon as possible in 1996.

15. Approval of the application is necessary, proper and in the public interest since it will result in public sewer service. There is presently no public sewer collection provided to this area which is of grave concern to DEP and was part of the negotiation of the overall Settlement. Finally, this plan is consistent with the overall planning for Chester County and the Act 537 Plan. The Plan has tacit Township and DEP approval.

WHEREFORE, Applicant, Westtown Wastewater Treatment Company, t/d/b/a Westtown Sewer Company prays your Honorable Commission to issue a certificate of public convenience under 66 Pa. C.S. §1102 approving Applicant's provision of sewer service to the proposed territory.

Respectfully submitted,

WESTTOWN SEWER COMPANY

By  \_\_\_\_\_  
Patricia Armstrong

Attorney for  
Westtown Sewer Company

THOMAS, THOMAS, ARMSTRONG & NIESEN  
212 Locust Street  
P.O. Box 9500  
Harrisburg, PA 17108-9500  
(717) 255-7600

DATED: March 11, 1996

F:\CLIENTS\UTILITY\WESTTOWN\DOCUMENT\WEST10VJ.DOC

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF DELAWARE :

Peter Defeo, being duly sworn according to law, deposes and says that he is President of Westtown Sewer Company; that he is authorized to and does make this affidavit for it; and that the facts above set forth to the foregoing Application are true and correct to the best of his knowledge, information and belief and he expects the said Westtown Sewer Company to be able to prove the same at any hearing.

*Peter Defeo*  
Peter Defeo  
President

Sworn and subscribed before me this 1<sup>st</sup> day of March 1996.

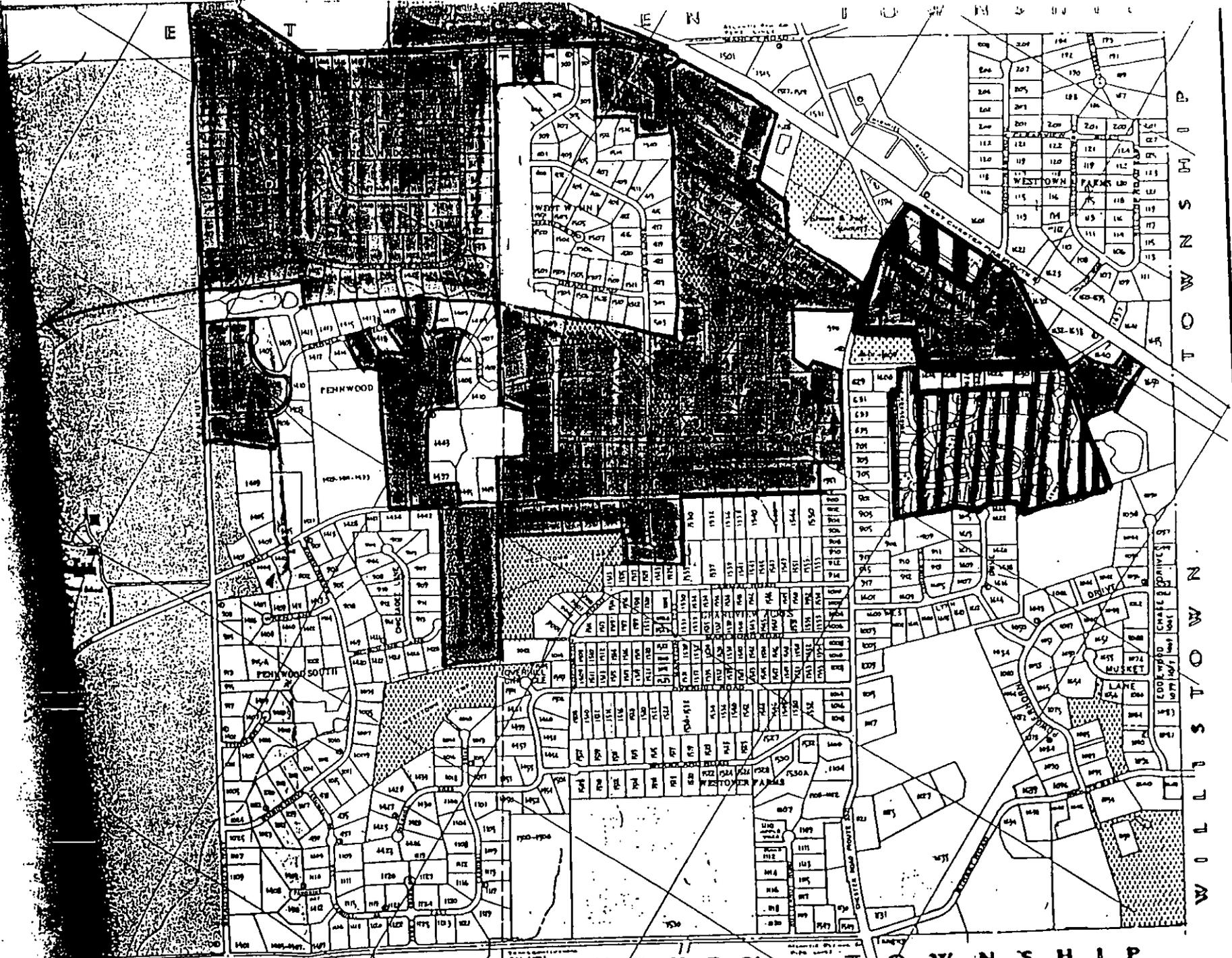
*Tracey A. Pfander*  
Notary Public

My Commission Expires:

NOTARIAL SEAL  
TRACEY ANN PFANDER, Notary Public  
Ecro of Media, Delaware Co.  
My Commission Expires Aug. 16, 1997



**EXHIBIT A**

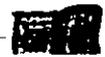


W I L L I S T O W N

THORNBURY TOWNSHIP  
DELAWARE COUNTY



FIRSTTRUST



WEARE

*Solid Green - Currently scrubby*

RECEIVED  
FEBRUARY 1964  
U.S. AIR FORCE

RECEIVED  
FEBRUARY 1964  
U.S. AIR FORCE

**EXHIBIT B**

WESTTOWN SEWER COMPANY  
BALANCE SHEET  
YEAR ENDING DECEMBER 31, 1995

CURRENT ASSETS

Cash	\$ 1,845.	
Accounts Receivable	<u>32,573.</u>	
Total Current Assets		\$ 34,418.

FIXED ASSETS	\$1380,042.	
Less Accum. Depre.	<u>617,066.</u>	
Total Fixed Assets		\$ 762,976.

OTHER ASSETS		
Misc. Right of Way	<u>\$ 31,372.</u>	
Total Other Assets		<u>\$ 31,372.</u>

TOTAL ASSETS		<u>\$ 828,766.</u>
--------------	--	--------------------

LIABILITIES & STOCKHOLDERS EQUITY

LIABILITIES

---

Officer's Loans Payable	\$ 991,342.	
Accrued Liabilities	<u>240,509.</u>	
Total Liabilities		\$ 1231,851.

STOCKHOLDERS EQUITY

Common Stock	\$ 1,000.	
Retained Earnings	<u>(404,085.)</u>	
Total Stockholders Equity		<u>\$ (403,085.)</u>

TOTAL LIABILITIES & EQUITY		<u>\$ 828,766.</u>
----------------------------	--	--------------------

**EXHIBIT C**

WESTTOWN SEWER COMPANY  
STATEMENT OF PROFIT & LOSS  
YEAR ENDING DECEMBER 31, 1995

INCOME

Commercial	\$ 26,708.
Apartments	166,642.
Residences	33,091.
School	<u>2,000.</u>

TOTAL INCOME \$ 228,441.

EXPENSES

Utilities (Electricity)	\$ 59,708.
Sludge Removal	17,653.
Supplies	6,797.
Professional Fees	87,430.
Office Expenses & Postage	7,875.
Collection Expense	750.
Repairs & Maintenance	5,468.
Testing & Inspection	2,969.
Engineering	9,838.
Automobile Expenses	1,261.
Insurance	2,941.
Telephone Expense	<u>4,985.</u>
Licenses & Fees	583.
Trash Removal	370.
Bank Charges	2,476.
Misc. Expenses	1,500.
Depreciation	<u>57,089.</u>

TOTAL EXPENSES \$ 269,776.

NET LOSS \$ (41,335.)

STATE OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
HARRISBURG, PA 17120

RECEIVED

FORM UCGD-9-50M 8-84

PENNSYLVANIA PUBLIC UTILITY COMMISSION

P.O. BOX 3265  
HARRISBURG, PA 17120

Westtown Twp.  
P.O. Box 79  
Westtown, PA 19395  
Attn: Evelyn Groff

Docket # A 92367  
.1/67 94510  
Lisa Hogley  
717-787-1013

De Feo Franchise Descriptions

ALL THAT CERTAIN ground known as Westtown Township, situate in the southeasterly portion of Chester County in the Commonwealth of Pennsylvania, and being more fully described as follows:

BEGINNING at a point in the middle of Traffic Route 926 known as Street Road which is also the Township line of Birmingham Township, Chester County, Pennsylvania; thence from said point of beginning and along a line dividing Westtown Township and Birmingham Township in a northwesterly direction some 7850 feet be the same more or less to a point where Birmingham Township, East Bradford Township, and Westtown Township all of Chester County, Pennsylvania, have a common corner; thence from said corner and along a line dividing East Bradford Township and Westtown Township in a northeasterly direction some 4600 feet be the same more or less to a point on said line being the township line between East Bradford Township and West Goshen Township both of Chester County; thence continuing along said line now dividing West Goshen Township and Westtown Township some 16170 feet be the same more or less to a point in said line lying in the middle of Application 4891 a state highway said point being the dividing line between West Goshen Township and East Goshen Township both of Chester County, Pennsylvania; thence continuing along said line now dividing East Goshen Township and Westtown Township some 9660 feet be the same more or less to a corner where East Goshen Township, Willistown Township and Westtown Township all of Chester County, Pennsylvania, have a common corner; thence in a southeasterly direction along a line dividing Willistown Township and Westtown Township some 7350 feet be the same more or less to a point in the line dividing Chester County and Delaware County said point being a common corner for Westtown Township, Willistown Township both of Chester County, Pennsylvania and Edgemont Township of Delaware County, Pennsylvania; thence from said corner and along a line dividing Edgemont

POOR ORIGINAL

Exhibit "A"

Township, Delaware County and Westtown Township, Chester County, some 6800 feet be the same more or less to a point in said line in the middle of Traffic Route 926 known as Street Road being a common point for Edgemont Township, Delaware County and Westtown Township, and Thornbury Township of Chester County; thence continuing along said line and said road, said line being the dividing line between Thornbury Township and Westtown Township some 23,000 feet be the same more or less to a point in the middle of said Traffic Route 926 and being a common corner for Thornbury Township, Birmingham Township, and Westtown Township, Chester County; thence still along the same line said line being the dividing line between Birmingham Township and Westtown Township some 720 feet be the same more or less along the centerline of Traffic Route 926 to the place and point of beginning.

CONTAINING 8.3 square miles of land be the same more or less.

ALSO all the certain ground situate in East Goshen Township, Chester County, Pennsylvania and being more fully described as follows:

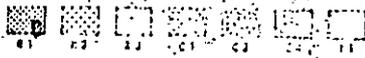
BEGINNING at the intersection of the Township lines in the middle of Application 4091 a State Highway of West Goshen Township, East Goshen Township, and Westtown Township, Chester County, Pennsylvania; thence in a northeasterly direction some 3200 feet be the same more or less to a point; thence in a southeasterly direction some 4100 feet to a point in the township line dividing East Goshen Township and Westtown Township and lying in the cartway of Traffic Route 483; thence in a southwesterly direction along the line dividing East Goshen Township and Westtown Township and lying partly in the middle of Halsey Road, Township Road 483, some 5550 feet be the same more or less to the place and point of beginning.

CONTAINING 0.4 square miles of land be the same more or less.

POOR ORIGINAL

EAST GOSHEN TOWNSHIP

CHESTER COUNTY, PA.



WEST WHITELAND TOWNSHIP EAST



POOR ORIGINAL

Exhibit "B"

POOR ORIGINAL

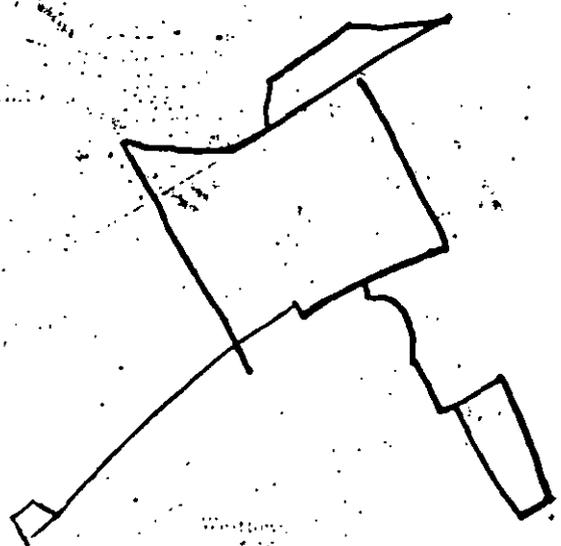


Exhibit "13"

BEGINNING at a point at the intersection of Manley Road and Route 3, thence along the centerline of Route 3 approximately 2,500 feet to the intersection of Route 3 and Edgewood Street; thence North along the centerline of Edgewood Street 1,100 feet to the intersection of Edgewood Street and the boundary line between East Goshen and Westtown Townships; thence along said boundary line approximately 2,550 feet to the place of beginning.

EXHIBIT "C"

POOR ORIGINAL

ONE THEREOF being described in accordance with Topographic Plan for  
Westwood Elementary School Board by Henry S. Conrey, Inc., Division of  
 Chester Valley Engineers, Paoli, Pennsylvania, dated April 2, 1964, and being  
 more fully described to wit:

BEGINNING at a spike in the centerline of Johnny's Way, said spike being a  
 corner of land of Chester Supplee; thence from said point of beginning in  
 part along lands of the said Chester Supplee and in part along lands of John  
 Macciocca South 19 degrees 36 minutes East 1425.2 feet to a stone in the line  
 of lands of Martha Lane Wark; thence along said lands South 66 degrees 01  
 minutes West 476.87 feet to a stone a corner of Lot #20 "Penn-Wood South  
 Subdivision"; thence along said Lot #20 and Lots #21 through #25 of the Penn-  
 Wood South Subdivision North 20 degrees 51 minutes West 1265.4 feet to a stone,  
 thence continuing along Lot #25 North 20 degrees 59 minutes West 168.9 feet to  
 a spike in the centerline of the aforesaid Johnny's Way; thence along said  
 centerline North 67 degrees 17 minutes East 507.9 feet to the point of  
 beginning.

ANOTHER THEREOF being described in accordance with Plan of Property of Westwood  
Development Corporation, by G. D. Houtman & Son, Civil Engineers & Land  
 Surveyors, Media, Pennsylvania, dated January 28, 1958, and being more fully  
 described to wit:

BEGINNING at a point in the centerline of Johnny's Way said point being a  
 corner of land now or late of W. T. Spiney, the southeast corner of Lot #34  
 on said plan; thence from said point of beginning along the centerline of  
 Johnny's Way South 66 degrees 25 minutes 10 seconds West 321.93 feet to a spike,  
 the southwest corner of Lot #35; thence along the west lines of Lots 35, 36,  
 and 37 North 25 degrees 13 minutes 10 seconds West 843.63 feet to a pipe the

northwest corner of Lot #37 and a corner of lands of F. Raymond Jenkins;  
thence along Lot #37 and lands for F. Raymond Jenkins North 64 degrees 46  
minutes 50 seconds East 294.51 feet to a point in the west right-of-way line  
Carrol Brown Way (50 feet wide); thence along said west line North 20 degrees  
East 50 feet to a point; thence along a line of F. Raymond Jenkins the following  
two courses and distances: (1) North 25 degrees 13 minutes 10 seconds West  
348.87 feet to a pipe; (2) South 65 degrees 01 minutes 40 seconds west 330.0  
feet to a pipe the southeast corner of Lot #39; thence by Lot #39 the following  
three courses and distances: (1) North 25 degrees 13 minutes 10 seconds West  
100.00 feet to a point; (2) South 75 degrees 12 minutes West 17.07 feet to a  
point; (3) North 34 degrees 26 minutes 40 seconds West 186.03 feet to a point  
in the south right-of-way line of the aforesaid Carrol Brown Way; thence  
continuing along the last mentioned course crossing Carrol Brown Way 50.00 feet  
to a point in the south line of Lot #17, said point being in the north line of  
Carrol Brown Way; thence along the north line of Carrol Brown Way North 55  
degrees 33 minutes 20 seconds East to the southeast corner of Lot #17; thence  
on a line dividing Lots #17 and #18 North 34 degrees 26 minutes 40 seconds West  
222.98 feet to an iron pin in the south line of lands late of G. H. Bartram  
Estate now P.A.B. Corporation; thence along said lands North 64 degrees 50  
minutes East 296.78 feet to a point/the northeast corner of Lot #21; thence  
along the east line of Lot 21 South 34 degrees East 238.32 feet to a point in  
the north line of Carter Place; thence continuing on the last mentioned  
course 50.00 feet to a point in the north line of Lot 29; thence along the north  
line of Lot #29; being the south line of Carter Place, eastwardly to the north-  
east corner of Lot #29; thence along the east lines of Lot #29 the following  
four courses and distances: (1) South 18 degrees 33 minutes 40 seconds East

132.64 feet; (2) South 17 degrees 06 minutes West 30.50 feet; (3) South 14 degrees 46 minutes West 102.90 feet; (4) South 23 degrees 34 minutes 50 seconds East 50.00 feet to the northeast corner of Lot 30; thence along Lot 30 South 23 degrees 34 minutes 50 seconds East 350.00 feet to a point in the line of land now or late of Paul H. Snyder; thence along said lands South 66 degrees 25 minutes 10 seconds East 259.94 feet to an iron pipe a corner of Lot 32; thence by Lot 32, 33, and 34 South 20 degrees 11 minutes East 835.60 feet to the point of beginning.

ANOTHER THEREOF being described in accordance with Subdivision Plan for P.A.D. Corporation, by Henry S. Conroy, Inc., Division of Chester Valley Engineers, Paoli, Pennsylvania, dated July 2, 1964, revised to December 8, 1964, and being more fully described to wit:

BEGINNING at a point marking the intersection of the Westtown Township-East Goshen Township Line with the title line in Walnut Hill Road; thence from said point of beginning along said title line in Walnut Hill Road North 23 degrees 55 minutes 52 seconds West 759.29 feet to a point in the title line of Manley Road; thence along the title line in Manley Road the following four courses and distances: (1) South 40 degrees 15 minutes 52 seconds East 88.85 feet to a point; (2) South 71 degrees 37 minutes 03 seconds East 397.00 feet to a point; (3) South 79 degrees 47 minutes 03 seconds East 761.21 feet to a point; (4) North 67 degrees 29 minutes 57 seconds East 678.60 feet to a point the northwest corner of an old grave yard plot; thence along said plot the following three courses and distances: (1) South 21 degrees 45 minutes 03 seconds East 99.00 feet to a point; (2) North 67 degrees 29 minutes 57 seconds East 165.00 feet to a point; (3) North 21 degrees 45 minutes 03 seconds West 99.00 feet to a point in the title line in Manley Road; thence along said

title line North 68 degrees 18 minutes 11 seconds East 929.62 feet to a point in the west line of the Bovan, Inc. Subdivision; thence along said lands the following two courses and distances: (1) South 20 degrees 58 minutes 12 seconds East 312.14 feet to a point (2) South 21 degrees 04 minutes 12 seconds East 1948.36 feet to a stone a corner of the "Penn-Wood" Subdivision, Westtown Development Corp.; thence along said lands the following four courses and distances: (1) South 73 degrees 06 minutes West 839.29 feet to a point; (2) South 64 degrees 50 minutes West 886.65 feet to a point; (3) North 23 degrees 48 minutes 50 seconds West 232.27 feet to a point; (4) South 62 degrees 42 minutes 40 seconds West 950.27 feet to a spike in the title line in the aforementioned Walnut Hill Road; thence along said title line North 22 degrees 16 minutes 18 seconds West 2076.11 feet to the point of beginning.

CONTAINING 140.166 acres of land be the same more or less.

ALSO INCLUDING all that certain tract or strip of ground situate in Westtown Township, Chester County, Pennsylvania, being shown as a Proposed 20 foot wide Sanitary Sewer Easement extending through lands of Westtown School from Walnut Hill Road to Westtown Road as shown on Plan of Sanitary Sewer Easement for P.A.D. Corporation, by Henry S. Conrey, Inc., Division of Chester Valley Engineers, Paoli, Pennsylvania, dated May 10, 1965, and being more fully described along the centerline of said easement as follows:

BEGINNING at a point in the centerline of Walnut Hill Road said point being along said centerline North 22 degrees 16 minutes 18 seconds West 13.66 feet from a point a corner of land of P.A.D. Corporation and land of the Penn-Wood Civic Association of Westtown, Inc.; thence along and through lands of the Westtown School the following three courses: (1) South 63 degrees 25 minutes 53 seconds West 884.94 feet; (2) South 51 degrees 23 minutes 03 seconds West 1588.62 feet; (3) South 58 degrees 48 minutes 33 seconds West 372.28 feet to a point in the centerline of Westtown Road LR 15090 the point of ending.

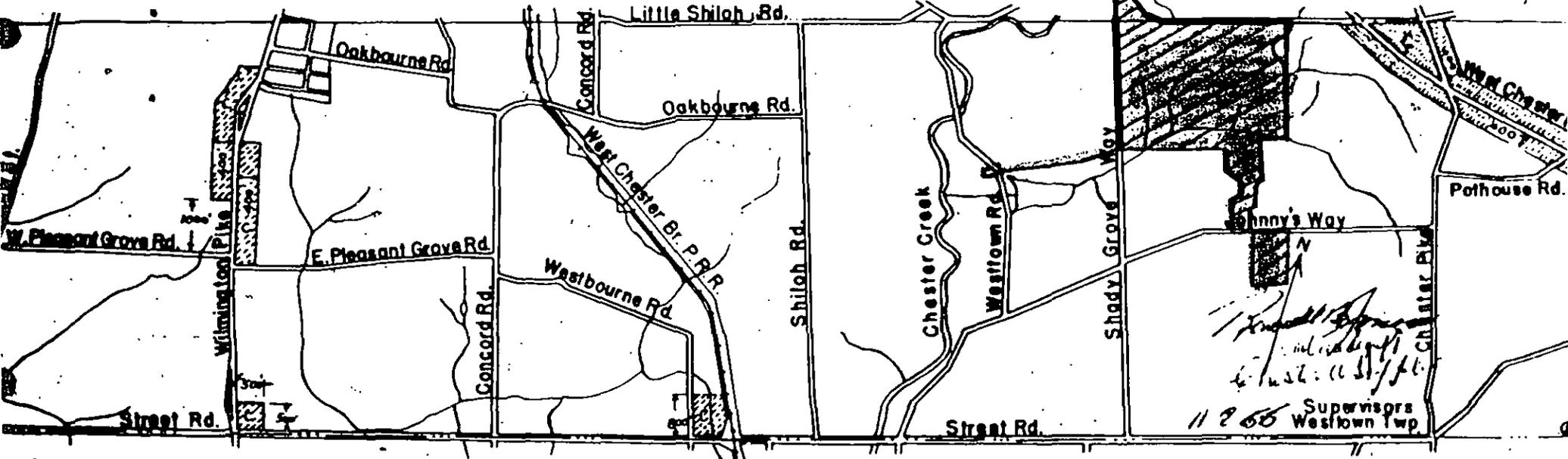
ANOTHER THEREOF being shown on Plan of Proposed Plant Site for P.A.D. Corporation, situate in Westtown Township, Chester County, Pennsylvania, by Henry S. Conrey, Inc., Division of Chester Valley Engineers, Paoli, Pennsylvania, dated May 10, 1965, and being more fully described as follows:

BEGINNING at a point in the title line of Westtown Road LR 15090 said point being along said title line North 39 degrees 21 minutes 35 seconds West 86.88 feet from a point marking the intersection of said title line with the centerline of a proposed 20 foot wide sanitary sewer easement; thence from said point of beginning and along and through land of the Westtown School the following three courses: (1) South 51 degrees 30 minutes 23 seconds West 318.35 feet

(2) North 28 degrees 20 minutes 07 seconds West 150.91 feet; (3) North 51 degrees 30 minutes 23 seconds East 270.86 feet to a point in the title line of Westtown Road; thence along said title line South 46 degrees 29 minutes 37 seconds East 150.00 feet to the point of beginning.

CONTAINING 1.000 acre of land be the same more or less.

# WESTTOWN TWP. ZONING MAP



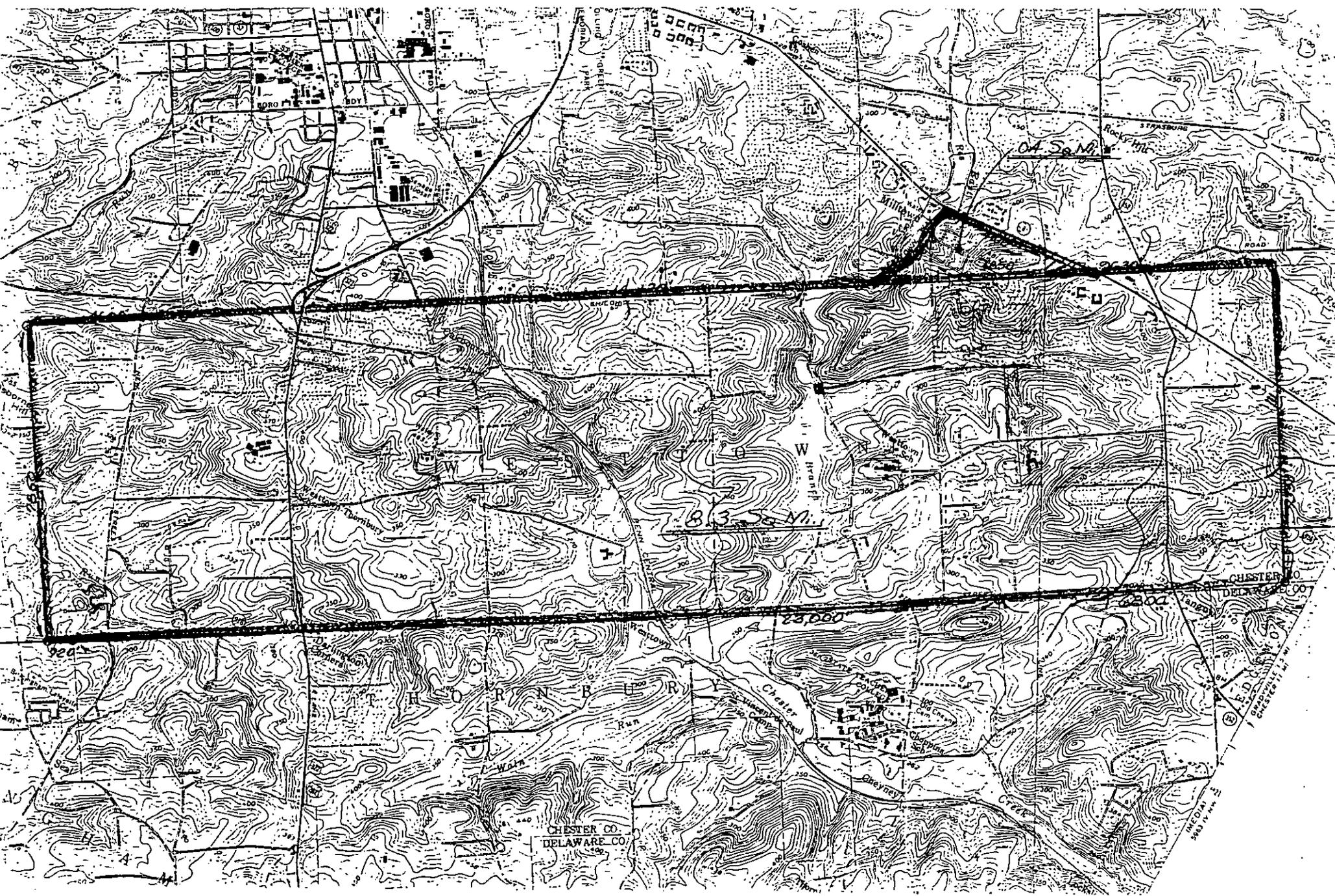


TABLE OF CONTENTS

	<u>Page No.</u>
ACCOUNTANTS' REPORT .....	1
FINANCIAL STATEMENT	
<i>Statement of Known Assets and Liabilities of     Westtown Water Treatment Company Committed     to the Custody of Westtown Township</i> .....	2
Notes to Statement of Known Assets and Liabilities of Westtown Water Treatment Company Committed to the Custody of Westtown Township .....	3



# MAILLIE, FALCONIERO & COMPANY, LLP

22 North Church Street  
PO Box 3068  
West Chester, PA 19381-3068  
610/696-4353

FAX NO.: 430-8811

To the Board of Supervisors  
Westtown Township  
Westtown, Pennsylvania

We have compiled the accompanying statement of known assets and liabilities of Westtown Water Treatment Company committed to the custody of Westtown Township as of December 15, 1996, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying statement of known assets and liabilities of Westtown Water Treatment Company committed to the custody of Westtown Township and, accordingly, do not express an opinion or any other form of assurance on it.

*Maillie, Falconiero & Company, LLP*

January 22, 1997

**WESTTOWN TOWNSHIP**

**STATEMENT OF KNOWN ASSETS AND LIABILITIES OF  
WESTTOWN WATER TREATMENT COMPANY COMMITTED  
TO THE CUSTODY OF WESTTOWN TOWNSHIP**

*December 15, 1996*

**ASSETS**

Accounts receivable	
Residential customers	\$ 4,766
Commercial customers	<u>62,688</u>
	67,454
Property and equipment	
Land	31,372
Buildings and equipment	1,396,888
Accumulated depreciation	<u>(667,033)</u>
	761,227

**TOTAL ASSETS** 828,681

**LIABILITIES**

Accounts payable	<u>304,892</u>
------------------	----------------

**NET ASSETS HELD IN CUSTODY** \$ 523,789

*See accompanying notes and accountants' report.*

## **WESTTOWN TOWNSHIP**

### **NOTES TO STATEMENT OF KNOWN ASSETS AND LIABILITIES OF WESTTOWN WATER TREATMENT COMPANY COMMITTED TO THE CUSTODY OF WESTTOWN TOWNSHIP**

*December 15, 1996*

#### **NOTE A COURT ORDER**

On October 15, 1996, the Commonwealth Court of Pennsylvania ordered Westtown Township to take over management and operation of the sewer treatment plant and business of Westtown Water Treatment Company within 60 days. The Company was ordered to deliver to the Township all property necessary to the operation of the business. The Township was ordered to operate the sewer treatment plant and business until such time as is reasonably necessary to bring the facility and its operation into full compliance with all applicable statutes and regulations which affect the safety, adequacy, efficiency or reasonableness of the service provided by the facility.

#### **NOTE B BASIS OF PRESENTATION**

The accompanying statement presents the known assets and liabilities of Westtown Water Treatment Company committed to the custody of Westtown Township based upon the limited records provided by Westtown Water Treatment Company. The amounts presented in the statement were derived as follows:

##### **Accounts Receivable**

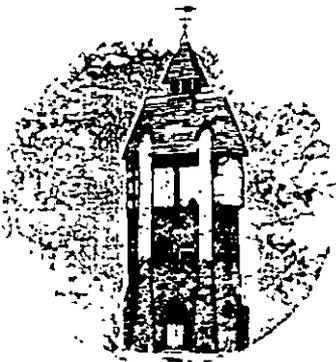
The accounts receivable amounts were obtained from a list provided by Westtown Water Treatment Company on January 13, 1997. The Township believes that \$46,033 of the commercial accounts receivable are disputed by the customers and that \$13,739 of the commercial accounts receivable may have been assigned to creditors. No provision for uncollectible accounts has been made for these accounts.

##### **Property and Equipment**

The amounts were obtained from a worksheet provided by Westtown Water Treatment Company as of September 30, 1996. Additional accumulated depreciation was computed through December 15, 1996, based upon information on the worksheet.

##### **Accounts Payable**

The amounts were obtained from a listing of accounts payable and supporting documents provided by Westtown Water Treatment Company. The listing totaled \$301,636, but the supporting documents indicated a total of \$304,892. The Township believes the list and supporting documents to be incomplete as of December 15, 1996.



# WESTTOWN TOWNSHIP

1081 Wilmington Pike  
West Chester, PA 19382

Post Office Box 79  
Westtown, PA 19395

610-692-1930

## MEMORANDUM

**TO:** The Commonwealth Court of Pennsylvania, the Honorable Senior Judge Warren G. Morgan, and the Pennsylvania Department of Environmental Protection, Mr. Joseph Feola Supervisor Bureau Of Water Management.

**FROM:** The Township of Westtown Board of Supervisors and Township Manager Michael A. Cotter

**RE:** Westtown Water Treatment Company Action Plan

**DATE:** 15 March 1997

The Township of Westtown ("Township"), in order to satisfy the Commonwealth Court of Pennsylvania's ("Court") final decree in the matter of the *Commonwealth of Pennsylvania, Department of Environmental Protection v. the Westtown Water Treatment Company and the Township of Westtown*, proposes the following action plan ("Plan") for the completion of remedial and rehabilitative work at the Westtown Water Treatment Company ("WWTC").

This Plan was formulated with the assistance of the Township's engineer, Mr. Angelo Capuzzi, P.E. of Chester Valley Engineers, and with the assistance of Mr. Bob Bernauer, Chief Operator and Superintendent of the Tincum Township Waste Water Treatment Plant. This Plan represents the Township's best efforts to bring the WWTC into full compliance with its NPDES permit, as required by the Court's order.

This Plan represents the framework, and the parameters, of the work to be accomplished by the Township during the period of its custodianship of the WWTC. The Township will be developing from this framework, and within these parameters, a request for proposals ("RFP"), which will ensure that the Township develops a sound design based upon the recommendations of firms well versed in wastewater treatment system engineering. The RFP process will allow the Township to solicit and judiciously review a wide variety of innovative and cost effective proposals for the required remedial and rehabilitative work.

The Plan addresses the list of concerns and priorities outlined in the Pennsylvania Department of Environmental Protection ("PaDEP") letter dated 10 January 1997 (*see* Appendix A), the memorandum entitled "Westtown Sewage" (sic) by Mr. Bernauer (*see* Appendix B), the report entitled "Evaluation of Sewage Treatment Plant Owned By

Westtown Sewer Company” (sic) developed by Yerkes Associates, Inc. (see Appendix C), and the report entitled “Survey and Analysis of Westtown Sewer Company Wastewater Treatment Facility (sic) for First Westtown, Inc. (see Appendix D).

The Plan is intended to not only address the list of concerns and priorities noted *supra* but to allow the Township the planning, fiscal, and budgetary flexibility to bring the WWTC into compliance with its NPDES permit in a timely manner.

The Plan, therefore, calls for the following action within the timetable noted:

#### **PHASE I**

**15 March 1997 to 30 June 1997**

- A. Court and PaDEP review of Plan submission;
- B. Repair propane gas system and stabilize propane tank;
- C. Submit to PaDEP manufacturer’s specifications on the currently in use aerators and comminutor;
- D. Issue RFP for, conduct tests, and report upon work specified in the Hunt Engineering Company “Structural Assessment Report” (see Appendix D);
- E. Purchase and install all OSHA required personal safety equipment;
- F. Purchase and install self-contained breathing apparatus for chlorine tank storage area;
- G. Complete general site clean-up, including graffiti removal and painting of WWTC structures visible from Westtown Road;
- H. Purchase and install pressure pump in order to create potable on-site utility water supply;
- I. Purchase and install 24 hour composite effluent sampler;
- J. Purchase and install proper weir plate and barscreens for headworks;
- K. Replace existing sludge holding tank air diffusers;
- L. Drain majority of sludge from the sludge holding tank in order to improve efficiency of biochemical reactions in tank;
- M. Increase sludge wasting from once per week to twice per week and establish formal sludge transport accountability procedures;

- N. Institute twice weekly removal of grit from influent chamber. Grit accumulation in the headworks will be monitored and removal practices, if necessary, will be further modified; and
- O. Re-write existing operations and maintenance to reflect the operational changes *supra* and to provide for an overall 50% increase in the operations and maintenance time spent at the WWTC facility. Also, renew existing operations and maintenance contract.

## **PHASE II**

**1 July 1997 to 31 December 1998**

- A. Complete, and review, structural engineering report on WWTC facility structures;
- B. Issuance and award of wastewater treatment system rehabilitation engineering RFP and development of design and construction specifications;
- C. Purchase of back-up, used aerator for south aeration tank. If necessary, a fourth aerator will be purchased and installed in the south aeration tank in order to provide the aeration tank with the permit required dissolved oxygen levels;
- D. Repair, or replacement, of existing back-up air blower unit;
- E. Investigate installation of air drop skimmers as a near term solution to the problem of scum build-up in the south clarifier;
- F. Investigate use of north aeration tank as an equalization basin and other flow equalization options;
- G. Bring on-line the north clarifier;
- H. Conduct an inflow and infiltration study of the WWTC collection system if the Court's order is amended to specifically require such a study; and
- I. Repair the aeration-clarifier splitter box.

## **PHASE III**

**1 January 1999 through 30 June 2001**

- A. Issuance and award of construction bid specifications;
- B. Construction mobilization period; and
- C. Complete construction work as bid.

## APPENDIX A



Pennsylvania Department of Environmental Protection

---

Lee Park, Suite 6010  
555 North Lane  
Conshohocken, PA 19428  
January 10, 1997

Southeast Regional Office

610-832-6130  
Fax 610-832-6133

Mr. Michael Cotter  
Manager  
Westtown Township  
Township Building  
West Chester, PA 19382

Re: WQ/Sewage/Correspondence  
Westtown Sewer Company  
Westtown Township  
Chester County

Dear Mr. Cotter:

The purpose of this letter is to outline those items which need to be addressed in the Compliance Plan which the Township is required to submit to the Department of Environmental Protection, by March 15, 1997, pursuant to the October 16, 1996 Final Decree. During our December 19, 1996, meeting you asked if we could provide the Township with a prioritized list of items which the Plant requires in order to achieve and maintain compliance. In preparing this list, we have attempted to be as comprehensive as possible, consistent with the Court's directive that the Plant be brought into compliance with all applicable statutory and regulatory standards.

The primary standards for operation of the Plant are set forth in NPDES Permit No. PA0031771, issued to the Township on December 16, 1996; however, sewage treatment facilities are also subject to the following regulations: Chapter 91 entitled "General Provisions"; Chapter 92 entitled "National Pollutant Discharge Elimination System"; Chapter 94, entitled "Municipal Wasteload Management", Chapter 95, entitled "Wastewater Treatment Requirements"; and Chapter 101, entitled "Special Water Pollution Regulations"; Chapter 305, entitled "Plant Requirements" (copies of these regulations have been enclosed for your reference).

We have prioritized the rehabilitation and other work necessary at the Plant in view of each item's effect on the overall plant operation. In developing its compliance plan and schedule the Township is free to include other items which it believes are important to achieving and maintaining compliance. The Department also recognizes that not all high priority items can be accomplished at the same time, and that some items may take longer to complete than others. This list includes those operational concerns and priorities which we have identified to date; the Department reserves the right to require additional actions by the Township in response to changing circumstances which affect the Plant's operation.



High Priority Items:

1. Evaluate the adequacy and reliability of the aeration unit. We are aware that the Township has, at American Commonwealth's recommendation, recently installed two used 20 HP floating aerators in the aeration tank to replace the broken mechanical aerator. In order for us to accurately determine how much oxygen is currently being supplied to the aeration tank by the two 20 HP aerators, we must have the aerator manufacturer's specifications of how much oxygen these units are capable of delivering on an average and peak basis. At the Plant's permitted capacity of 290,000 gallons per day, a total of 101 pounds of oxygen per hour was needed to ensure proper carbonaceous and nitrogenous removal. (The old mechanical aerator was designed to deliver 137 pounds per hour) However, the Plant's current flows often exceed 400,000 gallons per day as a monthly average. In past discussions, we have used a "design flow" of 530,000 gallons per day to evaluate the adequacy of the Plant's treatment units to handle existing and short-term future flows. At 530,000 gallons per day, a total of 416 pounds of oxygen per hour will be needed to ensure proper treatment. This is assuming that flow equalization will not be provided at the Plant. If flow equalization is provided, the air requirements will be less, since the peak flows to the aeration tanks will not occur. Also, the lack of redundancy in aeration has always been a major weakness of this Plant's design, and should be addressed in the compliance plan.
2. Complete an evaluation of the structural integrity of the Plant's above-ground concrete tanks (both clarifiers and aeration tanks) and prepare a tank rehabilitation plan. The focus of the evaluation should be the affect (if any) of the worsening leaks at construction joints on the steel cables which hold the tanks together. If the cables have not yet been seriously damaged by corrosion, then rehabilitation may be as simple as relining the tanks to stop the leaks. If the cables are damaged, obviously we have a much more serious situation.
3. Get the second clarifier in service.
4. Eliminate the splitter box which controls the flow rate to the clarifiers. This box has overflowed many times during the past year as a result of hydraulic surges to the Plant. Leaks in the slide gates have also caused activated sludge to be discharged into the inactive clarifier and aeration tank during high flow events, complicating and delaying rehabilitation of these units. We strongly recommend the use of in-line valves to control flow from the aeration tank.
5. Flow equalization/high flow management - until excessive l/l in the collection system is under control (a long term item), the Township needs to find ways to equalize the wet-weather flow surges which routinely overload the treatment units. Flow equalization utilizing the inactive aeration tank may be the most expedient way to do this. The

"excess" sewage currently stored in the inactive aeration tank and clarifier needs to be pumped out and treated before freezing temperatures complicate matters and/or cause further damage to the tanks.

Medium Priority Items:

1. Replace the "new" comminutor with a unit capable of handling peak daily flows without by-passing. In its permit application BVE proposed a comminutor capable of handling 1.0 mgd. peak flow rate. This unit cannot do that. As a result, flow is often by-passed to the influent pump station without benefit of comminution, endangering the influent pumps.
2. Headworks: maintenance vs. upgrade - in its compliance plan the Township should consider the benefits of a complete re-design of the influent channel grit removal system to provide continuous grit removal instead of periodic removal by vacuum truck. We have found that grit accumulates in this unit at a rate which often leaves it full during surges when the full capacity of the tank is needed. Removal of grit needs to be in the control of the operator and should be done often enough to keep the channel clear. In a related item, the replacement by-pass bar screen and weir plates called for in Water Quality Management Permit No. 1594401 have not been installed, and need to be, unless the unit is re-designed.
3. Replace the gas chlorine system with a hypochlorite feed system or provide a utility water supply which will allow the reliable operation of the gas system. If the gas feed system is retained, provide a scale to monitor chlorine usage. The Department also strongly recommends that the chlorine feed be upgraded to provide flow proportional dosing.
4. Complete an infiltration/inflow study of the collection system and submit a report to the Department. Although we have been advised that BVE has completed such a study, we have not seen a report of their findings.
5. Provide a back-up blower for the aeration of the sludge holding tank. The capacity of the blowers should also consider the air requirements of the proposed clarifiers' scum removal system. (Item No. 6 below).
6. Re-design and install an effective skimming system for the control of scum throughout both of the clarifiers. This system should include effective scum removal both on the inside and outside of the scum baffle, and close to the weirs in both units.

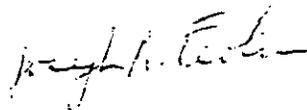
Low Priority Items:

1. Replace or repair baffles in the chlorine contact tanks to eliminate "short-circuiting".
2. Evaluate the structural integrity of the chlorine contact tanks. They appear to allow groundwater to leak in through holes in the sides and bottom.
3. Thoroughly clean and put both chlorine contact tanks into operation.
4. Provide a decant pump for the sludge holding tank.
5. Improve the air delivery system to the sludge holding tank by installing new diffusers.
6. Improve work space and lab and equipment storage facilities for operator to perform operational tests and to prepare and maintain operations logs and reports. A reliable utility water supply would be useful.
7. Evaluate the clarifier effluent piping in and out of the filter building. These lines have a number of bottlenecks and have had recurring leaks.

If you have any questions about any of the above, please contact our Chief of Operations,  
Mr. Steve O'Neil.

131

Sincerely,



Joseph A. Feola  
Regional Manager  
Water Management

cc: Mr. O'Neil ext. 131  
Mr. Jolly  
Ms. Blasberg  
Ms. Dolchak  
Mr. Goldberg  
Re 30 (RN)365-12



Pennsylvania Department of Environmental Protection

Lee Park, Suite 6010  
555 North Lane  
Conshohocken, PA 19428  
May 30, 1996

Southeast Regional Office

610-832-6130  
Fax 610-832-6133

Peter A. DeFeo, President  
Westtown Sewer Company  
PO Box 2000  
Media, PA 19063

Re: WQ/Sewage Correspondence  
Westtown Sewer Company  
Westtown Township  
Chester County

Dear Mr. DeFeo:

This is to follow-up on our May 15, 1996 inspection of your plant and our February 14, 1996 letter concerning outstanding compliance issues. We were disappointed to observe conditions at the plant which indicate that the plant rehabilitation has stagnated and, in some instances, lost ground.

The following summarizes our findings:

1. Headworks/grit chamber/influent pump station. The operational reliability of this unit has been greatly compromised by the following actions and/or inactions of the Company.
  - A. The new bar screens have been removed, leaving the influent pumps vulnerable to damage from floating debris. Such unauthorized removal of treatment units is a violation of your permit and the Consent Decree.
  - B. The new comminutor is apparently not capable of handling normal daily flows into the plant. The flow by-passes the comminutor every morning, according to the operator. This comminutor is not the model specified in Water Quality Management Permit No. 1594401 ("WQM Permit"), and you have failed to provide us with manufacturer's specifications to establish the capacity of this unit as requested in our February 14, 1996 letter. In any event, the plant influent is not receiving adequate comminution, leaving the new influent pumps vulnerable to damage.
  - C. Heavy accumulations of grit were obstructing the influent channels and reducing the overall capacity of the grit chamber. This material needs to be removed more frequently so that the functioning of the influent channel is not impaired.



- D. You have failed to provide the manufacturer's specifications (including pump curves) for the influent pumps. We requested this information in our February 14, 1996 letter; this information is needed to confirm that the pumps' capacity meets the requirements of the WQM Permit.
- E. Metal weir plates in the front of the grit chamber are still not installed pursuant to the WQM Permit.
- F. The electrical power failure which occurred at the plant on April 14, 1996 resulted in a discharge of raw sewage and sludge, in spite of the plant modifications made to prevent this from happening. We need an explanation of why the high level alarms, the autodialer and the emergency generator all failed to activate.

2. Aeration Tanks

Our inspection revealed that the bottom of the inactive aeration tank was covered with a layer of sludge from past discharges of mixed liquor (documented in JoAnn Dolchak's April 15, 1996 inspection). This sludge needs to be removed and properly disposed of.

3. Clarifiers

- A. No progress has been made on the repair or redesign of the skimmers. Heavy scum accumulations remain a problem in the clarifier. We have not received a formal proposal to further modify the scum removal facilities.
- B. The inactive clarifier was full of sewage, but was not in operation. This clarifier apparently receives flow from the aeration tank during high flow events because of leakage through the hand holes in the slide gates of the aeration tank effluent splitter box. The clarifier will need to be emptied and cleaned (again) before it can be rehabilitated. We recommend that the hand holes in the gates be closed or valves installed in the line so that this tank can be effectively isolated from forward flows during tank maintenance.
- C. The inactive clarifier is still not in service. The plant cannot be rerated until it is rehabilitated and put on-line. The existing flows are already too high for the one clarifier to handle alone. Solids carry over was noted in the active clarifier during this inspection.

4. Chlorine contact tank/disinfection facilities

- A. The chlorine contact tank is again being vigorously aerated, presumably to prevent the solids being lost from the clarifier from settling in the contact tank (they go to the stream instead). This practice should be discontinued immediately.
- B. The repair of the inactive contact tank walls is not yet completed.
- C. The chlorine leak detector should be relocated to the lower half of the chlorine room, as chlorine is heavier than air. It is presently mounted near the ceiling.
- D. We recommend that a scale be provided for the chlorine cylinders to better monitor chlorine usage.

5. Sludge holding tank

- A. Air delivery to this unit was sluggish, perhaps because so much air was being diverted to the chlorine contact tank. The center of the tank was not being mixed or aerated. The air should be increased to assure good mixing/aeration of the sludge.

6. Emergency power

- A. As noted above, the emergency power system failed during a recent electrical power failure. We request a full explanation of why it failed and what corrective measures have been taken.

7. Other

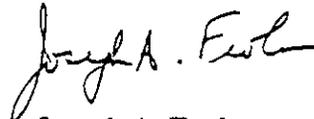
- A. Control room/lab - The operator work space is inadequate. There are insufficient facilities for conducting operational tests or properly storing and maintaining test equipment.
- B. We are not satisfied with your progress in addressing several other compliance issues detailed in our February 14, 1996 letter. Specifically, the following obligations of the Consent Decree remain undone:

- 1. electrical code inspection of plant electrical system:

2. submission of sludge disposal records for February 1994 to February 1995;
3. submission of DMRs and operation reports from January 1995 to present: (the lack of flow data from these reports makes it very difficult to consider additional connections to the plant)
4. concrete tank integrity evaluation and submission of tank rehabilitation plan;
5. I/I study of sewage collection system.

The Department will continue to pursue appropriate enforcement actions to obtain full compliance with the terms of the Consent Decree.

Sincerely,



Joseph A. Feola  
Regional Manager  
Water Management

cc: Ms. Dolchak  
Ms. Blasberg  
Mr. Schmidt  
Mr. Adams  
Ms. Burket  
Mr. O'Neil  
American Commonwealth Management Services (J. Jackson)  
Westtown Township  
Re 30 (KAL)144.30

## APPENDIX B

## REPORT WESTTOWN SEWAGE

### **PRIORITY LIST OF ITEMS TO START TO GET PLANT BACK ON LINE AND SAFE FOR OPERATORS AND SURROUNDING NEIGHBORS**

#### ITEMS TO BE STARTED AS SOON AS POSSIBLE

1. Propane leak - Generator Room.
2. Propane tank put on supports and I think line to generator is leaking.
3. Propane tank should be found out who owns it. If a propane company owns the tank have them do work.
4. Chlorine system should be checked in order to meet the fecal coliform limits. The chlorine system must operate 100% at all times and all piping to chlorine tank replaced.
5. A self-containing breathing apparatus is need in the event of a leak. **NO ONE PERSON SHOULD BE ALLOWED TO CHANGE CYLINDERS BY THEMSELVES.**
6. All electric lines and connection outside have to be checked and made safe for operators.
7. Safety equipment must be purchased such as life jackets, life rings and safety rope.
8. In order to start to clean up the plant there has to be water available. The purchase of a pressure pump which could be located near effluent tank in order to get water. This pump could be either gasoline or electric.
9. It will take 2 men about 2 or 3 weeks, 8 hours a day to start clean up.
10. An independent lab should be used to take 24 hour composite samples in order to get a better picture of the parameters that are not in compliance with NPDES permit.
11. All scum on top of clarifiers has to be removed. Aerators should be spread out to give a more even distribution of air. The proper aerator should be purchased and installed in the middle to give even distribution of aeration. There is mostly likely a rebuilt aerator of the proper size. Municipal Maintenance could assist in finding this.

12. The blower has to be repaired and put in service. Without this there is no backup for aeration tank. (Items that will take more to investigate.
13. The filter room is beyond fixing. A retrofit could be done at a later date after an engineering study is done.
14. It is important that both the aeration tanks are put in shape and that the clarifier that is not in service must be put back into service to assure ultimate treatment.
15. The influent manhole has to be repaired. This can be done with polyurethane injection. Hauck Company or Video Pipe does this work.
16. The comminutor looks as if it is not working at 100%. It would probably be better to purchase a new one of similar design.

The overall condition at the Westtown Sewage Treatment Plant is poor. The first 12 items have to be started as soon as possible. Outside contractors will be needed to help accomplish the priorities.

I would pump out the major part of the sludge that is in the tanks and start over. Sludge must be manifested so the Township knows exactly where the sludge is being hauled and how it is being disposed of.

Westtown should have their insurance carrier do an inspection of the plant to make sure the Township is covered while overseeing this plant. Liability is high at this plant.

I can provide Westtown Township with a list of contractors that are experts in the Wastewater Treatment field, who guarantees all work and has been established for more than ten years..

**REPORT ON WESTTOWN SEWAGE  
TREATMENT PLANT**

1/18/97 - 2:00 hrs. - Visited plant site on Saturday 1/18/97 at 09:30 hrs. Did not have key to get in so I looked around the plant from outside of the fence line. From appearance wise, the plant needs a lot of cosmetic work done. Property needs to be cleaned up and weeds kept cut. clarifier has quite a few areas that show signs of leaking.

1/26/97 - There are problems that have to be addressed immediately because of safety items.

1. Propane leak in Generator - major problem.
2. Propane tank must be put on supports that are safe. There is a danger that if this tank slips off of blocks it could cause a major explosion. It should be found out who owns the tank and the last time it was inspected. Pipe work should be replaced underground to Generator Room - pictures of above. **Pictures 1, 2, and 3.**
3. Chlorine Room is unsafe, there is no upper and lower ventilation in this room. Cylinder mount for chlorinator should be serviced and certified. There is no protection in the event of a chlorine leak. The mask in the container does not meet chlorine standard. There should be a SCBA unit for operators to use while changing cylinders.

A certified chlorine specialist should be brought in the redo all piping from chlorine room to chlorine tank. PVC tubing on ground can easily be broken. I would suggest that Foxcroft Equipment Company. These above items must be corrected before some accident happens or someone gets hurt. **Pictures 4, 5, and 6.**

4. Influent tank has needs to be kept clean on a daily basis. When I was there, there was a lot of floating sludge and solids. This is an indication of either a lot of inorganics are settling out before bar screens and communicator. It should be checked to make sure this unit is large enough for flow. **Picture #7**
5. Settling tank that is out of service should be pumped out, serviced and be put back in operation. After this is rehabilitated the other tank should have the same done. Both tanks must operate in order to have better treatment in order to try to meet NPDES permit. **Pictures 8, 9, and 10.**
6. Clarifiers are in bad shape. Cat walk out to center has to be repaired and made safe for workers to work off of. There is a lot of scum and solids floating on top of sewage. This could be broken up with a hose. I think the two aerator should be spread out more in order to get better mixing. The power cords going to the aerator should be ran down cat walk than to aerators. There are no life for operators on cat walk and there are no life jackets for operators to wear while on clarifier.

The clarifier that is out of service has to be pumped out and all equipment checked and structural safe to use. It is apparent that an aerator would be needed to do this. A structural Engineer would give need to check integrity of this tank. **Pictures 11, 12, 13, and 14.**

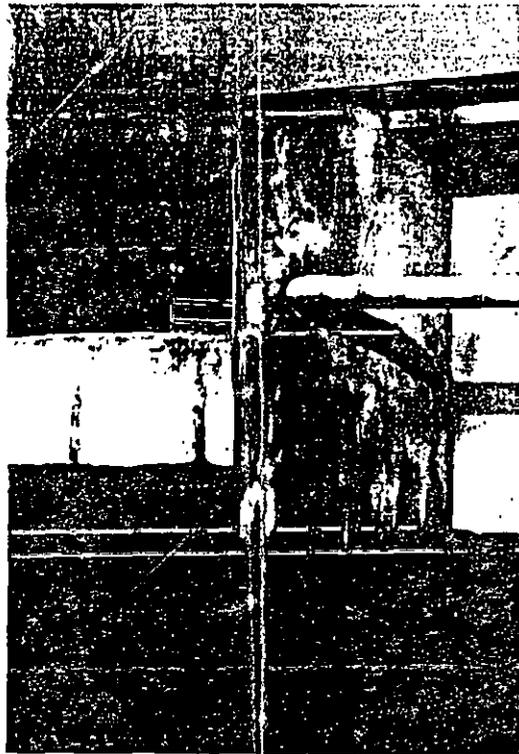
7. The filter room has been let go so long I doubt it would be worth trying to repair it. When I was in there I heard water running. All leaks have to be repaired as soon as possible in order to stop any sewage from getting to stream. Electric in this room should be made safe or if not possible. **Pictures 15, 16, 17, and 18.**
8. The blower that is out of service should be checked and all repairs made in order to have it in case of a failure. Blowers should be operated on a rotation schedule. **Picture 19.**
9. Influent manhole is leaking sewage on ground and must be repaired immediately. The electric cable on the outside of manhole has bare wires at base. This is dangerous. Influent pipe might have leaks in same. **Picture 20.**
10. Leaks inside of concrete tank can be repaired with polyurethane injections. Hauck specialty Contractors are specialists in this field. Hauck has an office in Harrisburg, Pa. 1-717-657-3302. **Picture 21.**
11. Control building has structural problems due to settlement and should be repaired. **Picture 22.**
12. General clean up around complete complex in order to have a better appearance to the public. **Picture 23 and 24.**

Respectfully submitted,

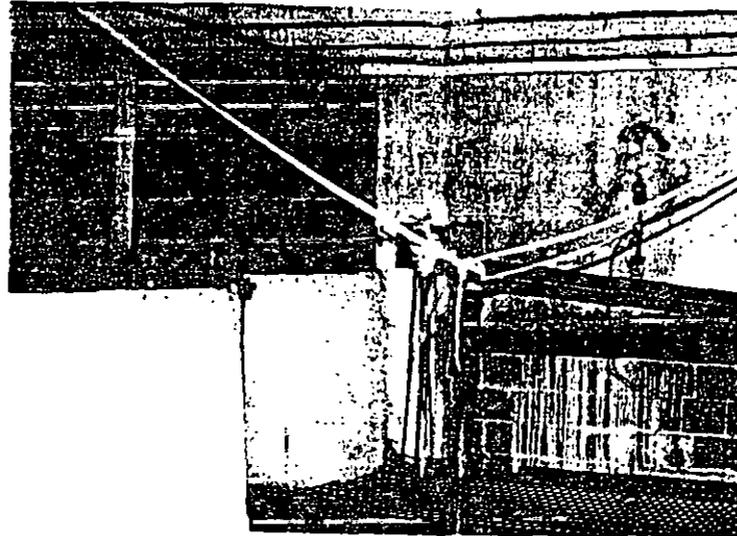
  
Robert J. Bernauer, Sr.

Phone 610-521-9079 - Home  
610-521-9191 - Day  
610-521-0356 - Fax

## APPENDIX C



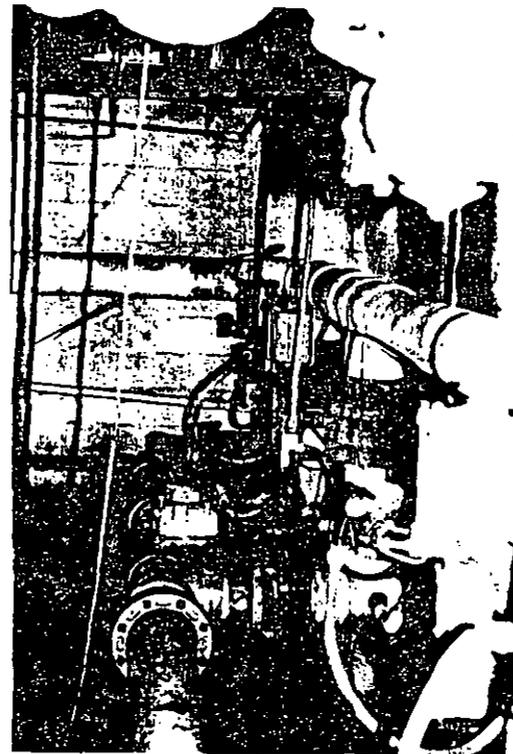
SAND FILTER BUILDING TANK  
In need of repair.



SAND FILTER BUILDING  
Interior view, sand filters out of service at time of site visit.

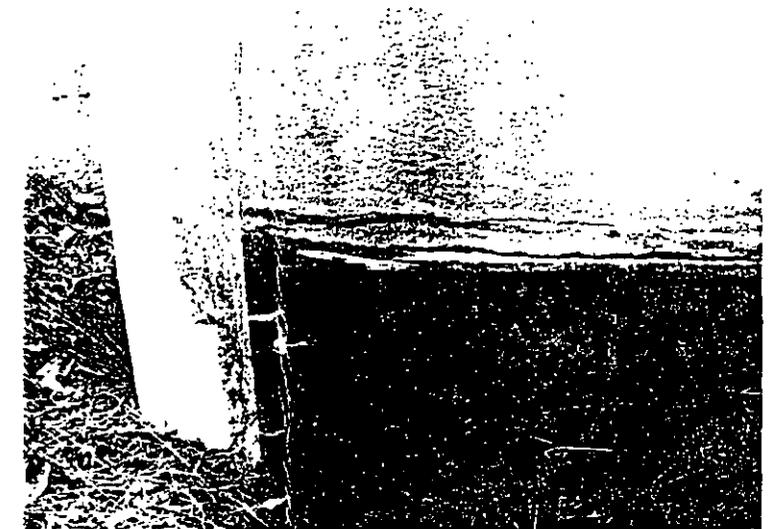


SAND FILTER BUILDING  
Roof decking in need of repair.

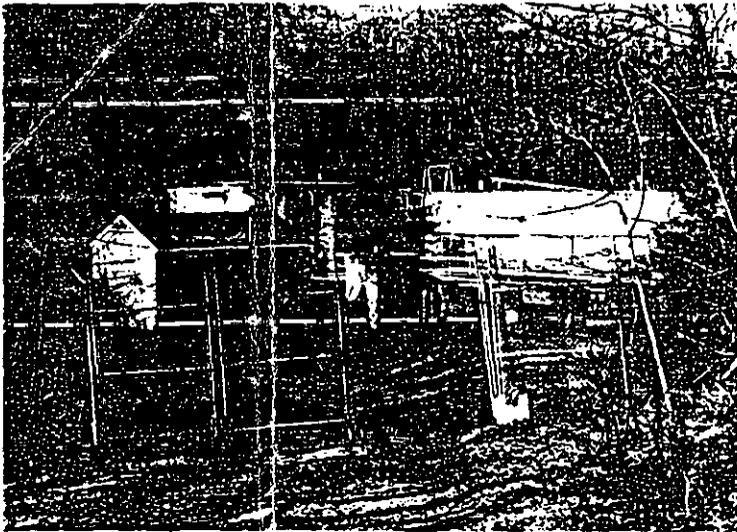


SAND FILTER BUILDING BACKWASH PIPING  
Out of service at time of site visit.

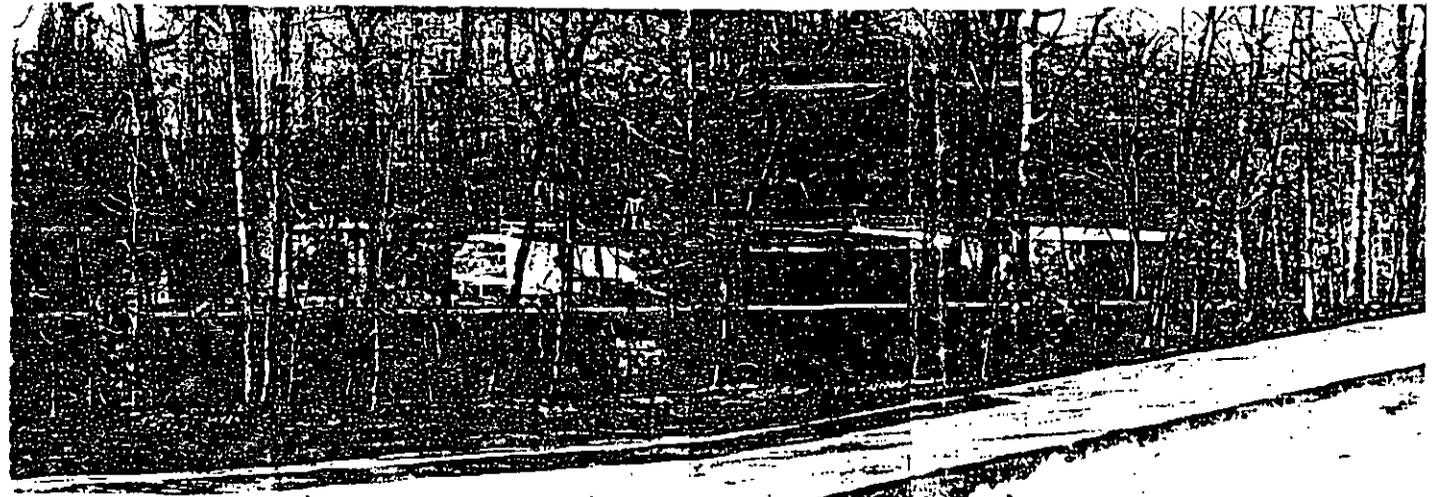
POOR ORIGINAL



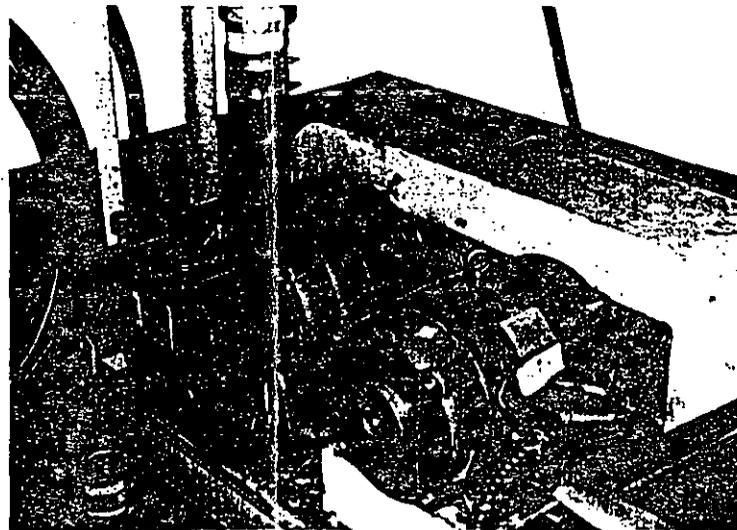
CONCRETE AERATION TANK  
Indicating wood forms and ground water level at time of site visit.



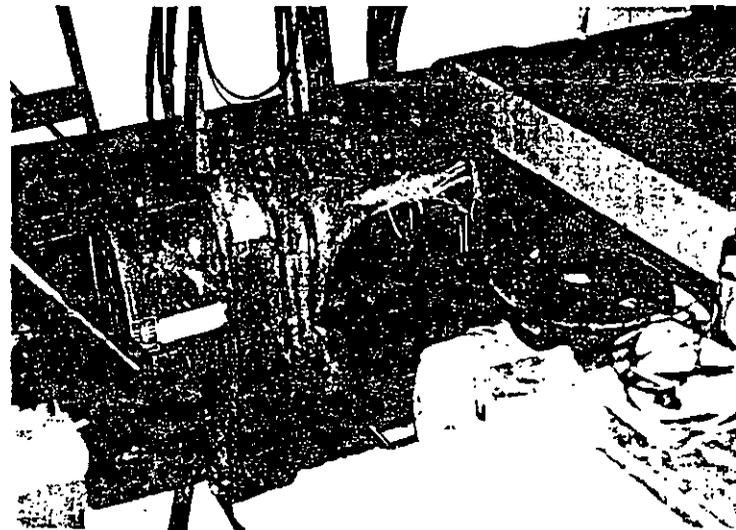
WASTEWATER TREATMENT FACILITIES ENTRANCE  
 Clockwise: Control Building, Sand Filters, Aeration Tank and Chlorine Building. (Site work required: grading, landscaping and painting).



WASTEWATER TREATMENT FACILITIES

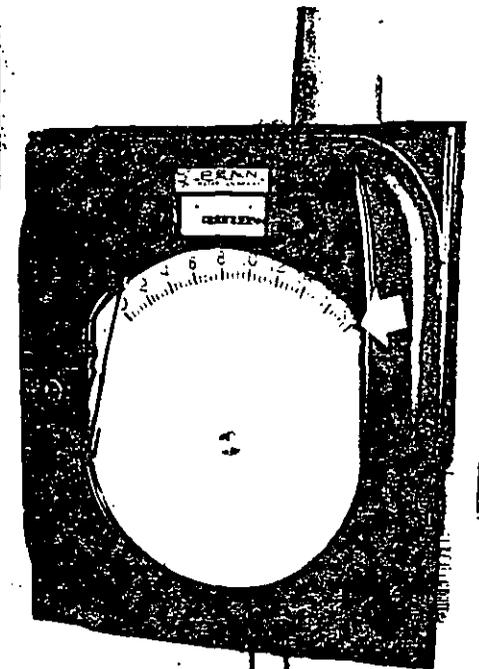


AIR BLOWER  
 Required to operate sludge return airlifts, air diffusers located in chlorine contact tank and sludge holding tank.

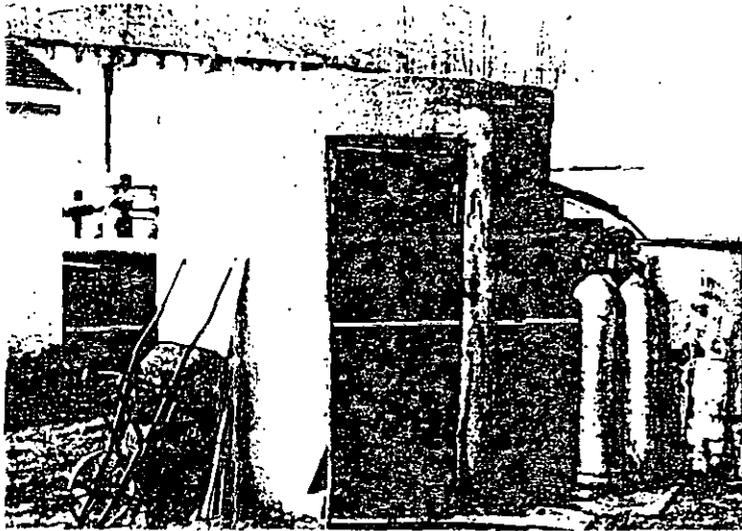


AIR BLOWER (STANDBY UNIT)  
 This unit appears to have been out of service for quite some time.

POOR ORIGINAL

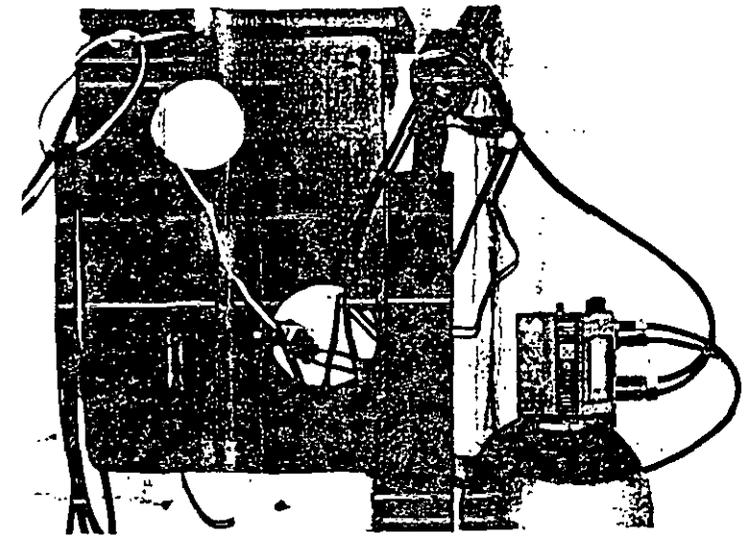


FLOW INDICATOR AND TOTALIZER  
 Indicating flows through the plant is greater than the calibrated peak flow EXHIBIT IV

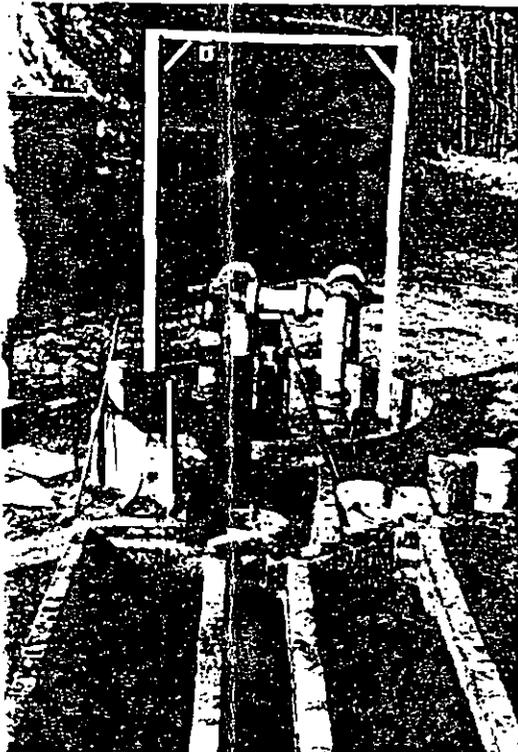


CHLORINE BUILDING  
In need of major repairs or replacement.

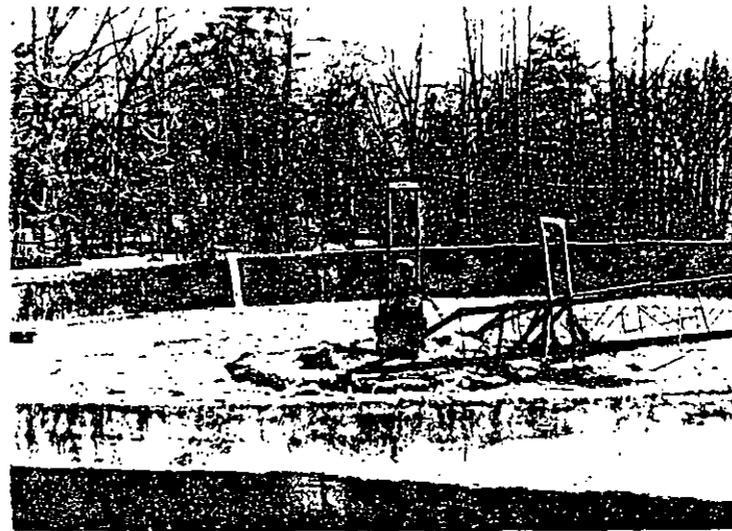
POOR ORIGINAL



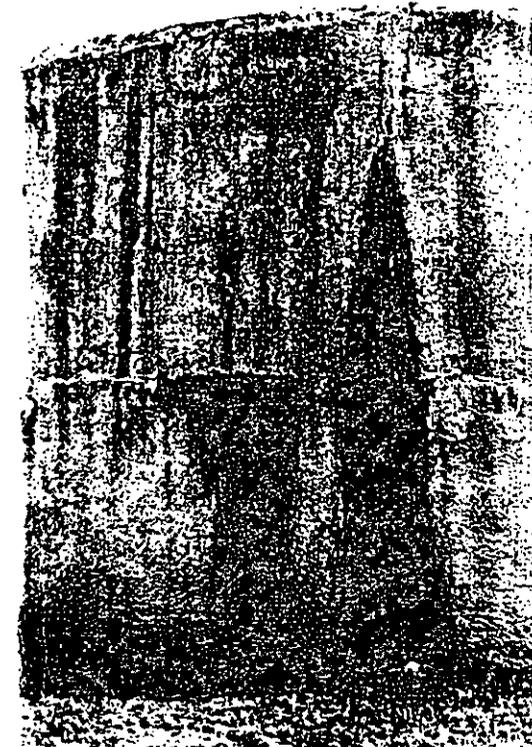
CHLORINE BUILDING INTERIOR



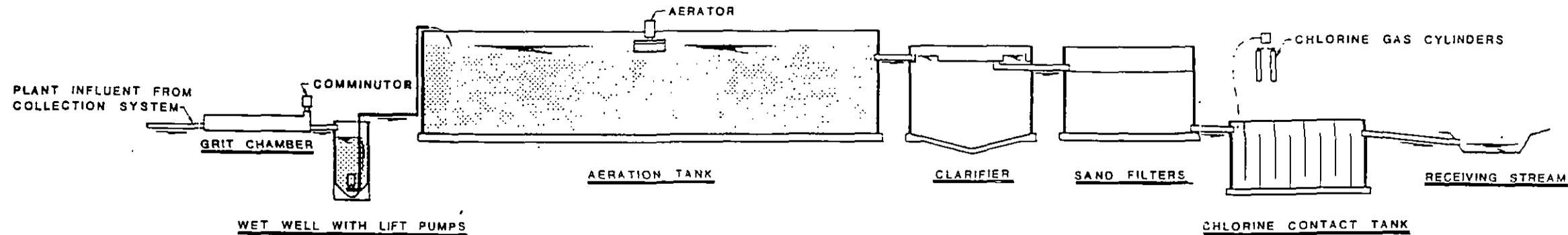
GRIT CHAMBER, COMMUNOTOR BASE AND WET WELL  
Comminutor out of service at time of site visit.



AERATION TANK WITH FLOATING MECHANICAL AERATOR



CONCRETE AERATION TANK  
Typical leakage problem on all tanks which appears repairable.



## WASTEWATER TREATMENT FACILITIES SCHEMATIC

### Grit Chamber

Wastewater may contain inorganic solids such as sand, cinders and gravel that will damage pumps and other moving parts in the plant. The grit chamber slows the velocity of the wastewater so these particles can settle out and be removed.

### Comminutor

Wastewater contains large solids, papers, etc. The comminutor chops the solids while it remains in the wastewater stream.

### Wet Well With Lift Pumps

The wet well collects the flow of wastewater and retains the volume until the lift pumps can lift it to the aeration tank.

### Aeration Tank (Biological Treatment Unit)

Atmospheric oxygen introduced into the wastewater causes aerobic bacteria and other organisms to thrive removing most of the organic matter in the tank. The effluent from the tank contains a large population of organisms and a liquid with very little BOD.

### Clarifier (Water-Solids Separation)

The effluent from the aeration tank is piped to the clarifier where the organisms and associated materials (sludge) settles to the bottom of the tank. The settled material is still active and is pumped back to the aeration tank to continue treating the raw wastewater. The clear effluent and fine suspended solids flow over a weir at the top of the tank to the sand filters.

### Sand Filters

Clear effluent from the clarifier contains fine suspended solids which the sand filter strains out and retains. During the backwash cycle the suspended solids are returned to the head of the plant for further treatment.

### Chlorination

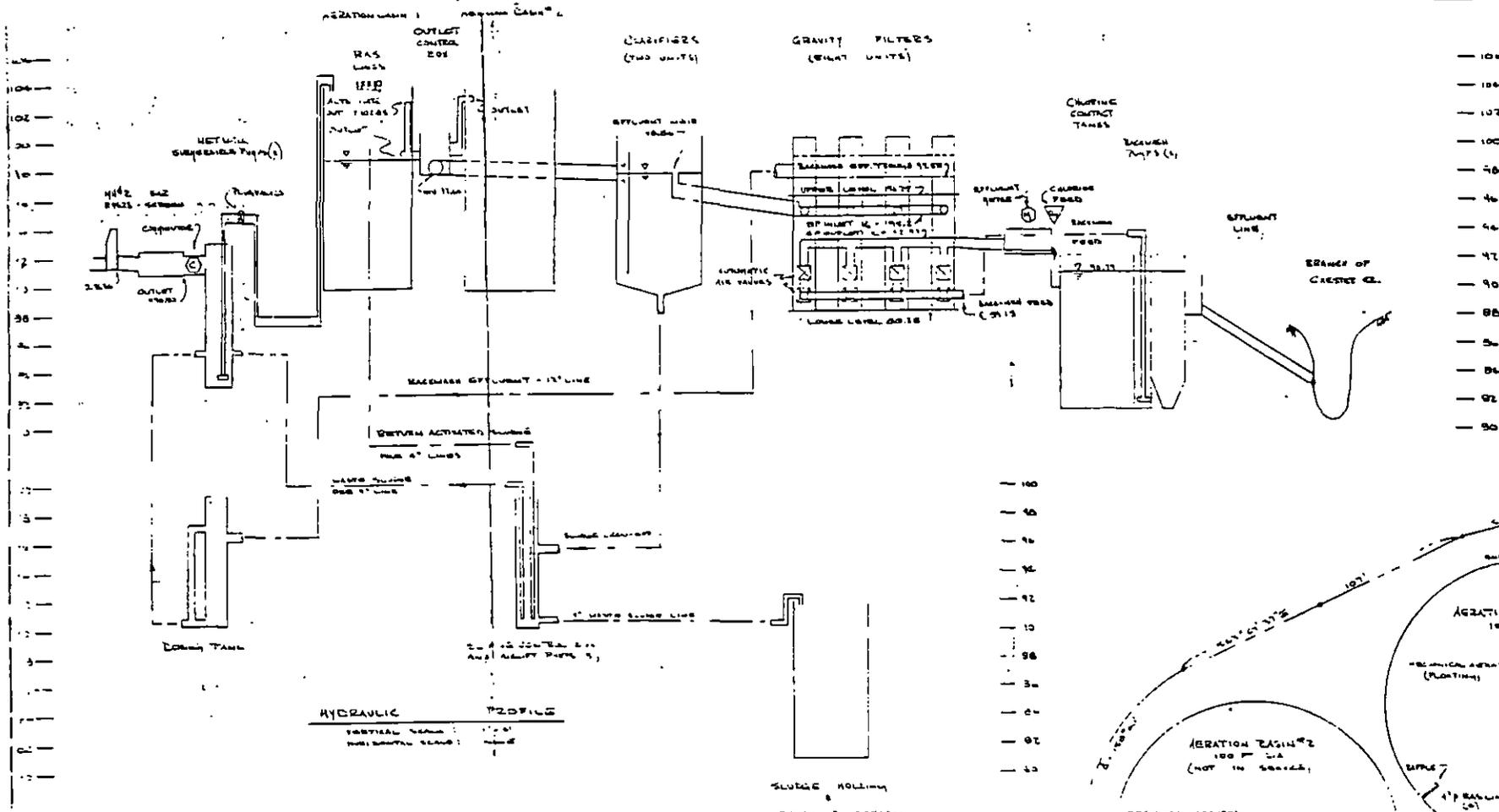
Wastewater contains organisms from both the healthy and sick. Disease producing organisms (fecal coliform, etc.) are potentially present in all wastewater and must be killed by chlorine to prevent the spread of water-borne diseases.

## YERKES ASSOCIATES, INC.

101 CHARLES DRIVE • BOX 1080 • BRYN MAWR, PA 19010 • 215 525-6200

CONSULTING ENGINEERS      LANDSCAPE ARCHITECTS  
SITE PLANNERS                  ARCHITECTS                  SURVEYORS





**EQUIPMENT SPECIFICATIONS**

- BAR SCREEN: 1" OPENINGS
- COMPRESSOR: 3/4 HP
- INFLUENT PUMPS: OVERHAULABLE
- MECHANICAL AERATORS: 40 HP, 1/2, 1800 RPM WITH SPREADER FOR SCUM
- SLUICING: 1/2 HP, 1725 RPM WITH MOUNTED BRUSHES
- GRAVITY FILTER GRABBERS: 4" SQUARE, 24" LONG (400), 16" LONG (20)
- WALKWAY: LOW-PROFILE TREADS, 12 HP, 1725 RPM
- CHLORINATOR: WALLACE & TIERNAN ORIGINAL EXPANDED/CONTINUOUS
- AIR COMPRESSOR: ROOTS 10HP
- GENERATOR: GENERATIVE
- EFFLUENT WATER: FOMM ROVER (2000) 120V & 240V
- EFFLUENT WATER: WALLACE & TIERNAN

**MISCELLANEOUS EQUIPMENT & TOOLS**

- EXHAUST FAN (2)
- EXHAUST FAN (2)
- 4.2. 50 HP MOTOR (1)
- SEARS 1 HP PORTABLE AIR COMP.
- SEARS 1/2 HP " " " "
- WALACE & TIERNAN CO. A/C SHOWER
- WALACE & TIERNAN CO. A/C SHOWER
- SEARS A/C SHOWER FROM THE
- WALACE (2000)
- 2000 GALLON (1) 100 (CHECK FOR LEAK)
- 1/2" THICK 2000 GALLON (2000)
- 1/2" GAS VALVE
- LUMBER (4)
- EQUIPMENT TRUCKS
- TOOLS & PARTS

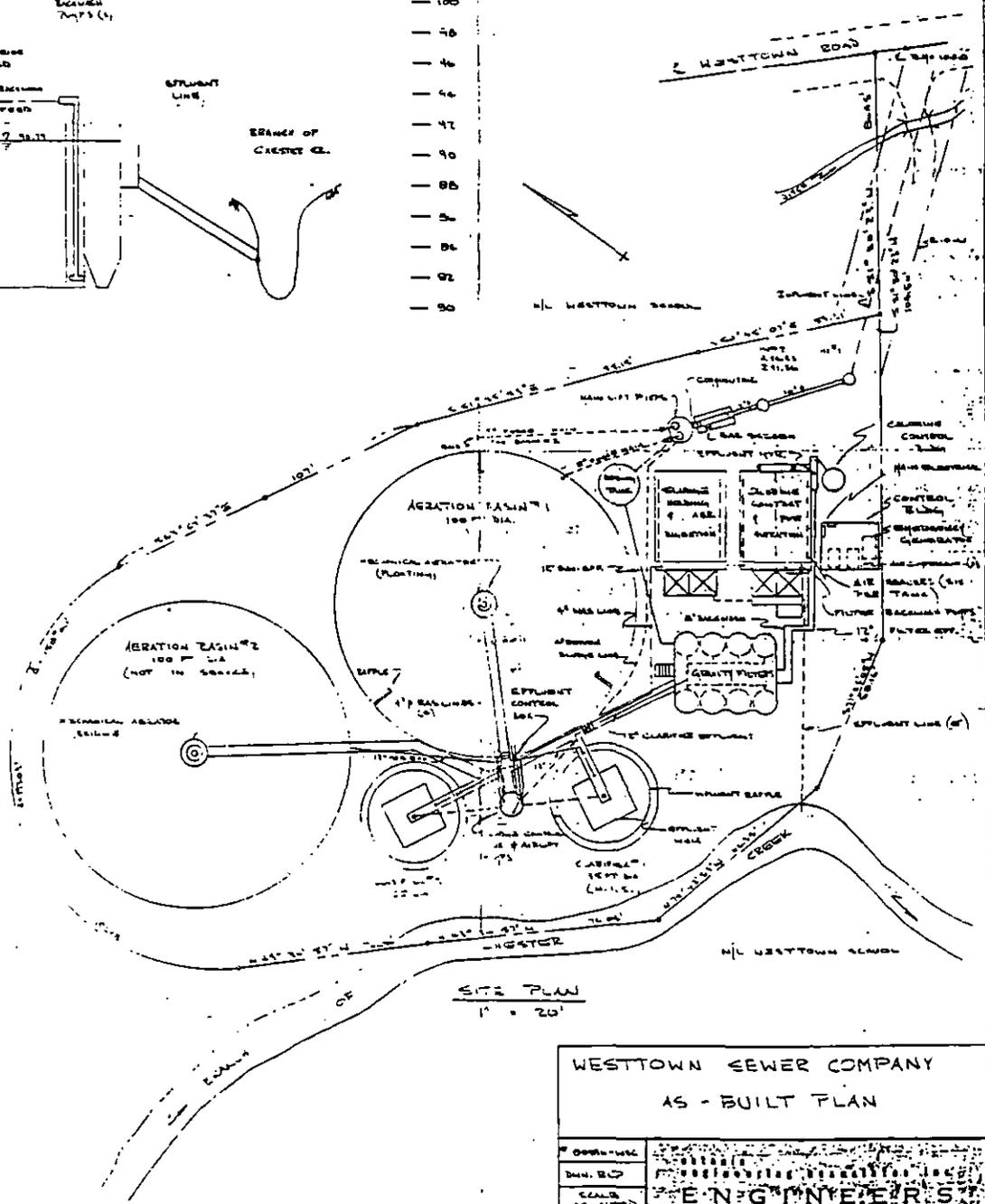


EXHIBIT II

**WESTTOWN SEWER COMPANY**  
**AS - BUILT PLAN**

DATE	1954	DRAWN BY	J. H. ...	CHECKED BY	...
SCALE	AS SHOWN	<b>ENGINEERS</b>			
DATE	...				
1 of 1					

EVALUATION OF SEWAGE TREATMENT PLANT  
OWNED BY  
WESTTOWN SEWER COMPANY

PREPARED FOR:

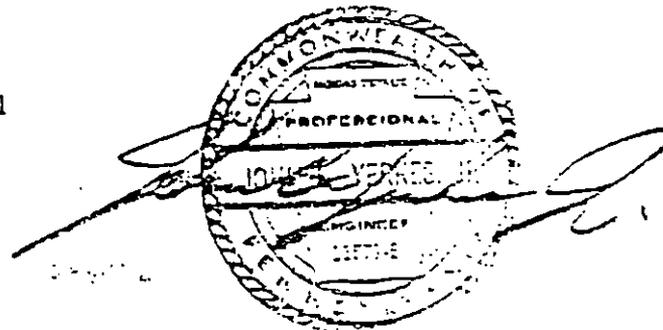
Westtown Township  
Chester County, Pennsylvania

PREPARED BY:

Yerkes Associates, Inc.  
101 Charles Drive, P.O. Box 1080  
Bryn Mawr, Pennsylvania 19010  
(215) 525-6200

DATE:

February 28, 1991



WESTTOWN SEWAGE TREATMENT PLANT  
INDEX

	<u>PAGE</u>
Introduction	1 to 2
Treatment Process Schematic (with explanation)	3
Existing Data Reviewed	4 to 6
On-Site Inspection	7 to 12
Evaluation of Existing Condition	13 to 14
Calculation of Future Capacity	15 to 16
Estimated Costs for Wastewater Treatment Facilities	17 to 19
Recommendations for Plant Operations and Expansion	20 to 22
Conclusion/Summary	23 to 26

## Introduction

The enclosed report on the Westtown Sewer Treatment plant was prepared by Yerkes Associates, Inc. for the Supervisors of Westtown Township. Yerkes was requested to inspect and evaluate both the existing conditions and expansion capabilities of the plant. Renovation and expansion costs are addressed in a preliminary fashion.

This sewage treatment plant is of the pre-built or "package" type utilizing the extended aeration process. This process is explained in a section of the report below. It was built in the late 1960's or early 1970's. It utilizes precast concrete for its major tankage.

The plant is operated under Pennsylvania Department of Environmental Resources supervised N.P.D.E.S. Permit #PA-0031771. This permit allows the discharge of 0.2915 mgd (million gallons per day) of treated sewage to the east branch of Goose Creek (a tributary to Chester Creek). The present permit requires treatment to the following standards:

B.O.D. (Bio Chemical Oxygen Demand) - 20 mg/l 48.37 lbs. per day  
(P.P.D.) - May 1 to October 31.

B.O.D. (Bio Chemical Oxygen Demand) - 30 mg/l 72.56 lbs. per day  
(P.P.D.) - November 1 to April 30.

Suspended Solids (SS) - 30 mg/l 72.56 P.P.D.

The plant process as designed is a very efficient one and in most cases will remove in excess of 85% of the specified contaminants.

The present plant is capable of expansion to approximately 1.05 million gallons per day based on the size of the main tankage. The receiving stream appears to be capable of assimilating the additional treated sewage (this would have to be verified).

In addition to presenting background information and the results of our inspection, Yerkes will present the following:

1. Approximate costs of necessary changes to bring the existing plant into compliance with its permit conditions.
2. Approximate costs to expand the capacity of the plant to the 1.05 mgd.
3. Yerkes opinion of the approximate worth of the existing plant.

WESTTOWN SEWAGE TREATMENT PLANT  
APPENDIX

	<u>PAGE</u>
I. N.P.D.E.S. Permit (Discharge Permit) and Related Items	I-1 to I-16
II. As-Built Plan - Plant	II-1
III. Pennsylvania DER Inspection Report - 2/5/91	III-1 to III-4
IV. Photographs of Existing Plant	IV-1 to IV-3
V. Plant Expansion Evaluation Buchart-Horn Engineers, Rev. June 1988	V-1 to V-18
VI. Plant Inspection Report - 7/3/85	VI-1 to VI-2
VII. Discharge Monitoring Reports	VII-1 to VII-28

Review of Existing Data

A. Pennsylvania DER Files:

On January 28th, Yerkes personnel reviewed Pennsylvania DER files and discussed the plant with DER personnel. The plant had been cited several times for violations. These citations resulted in fines and a commitment to rectify the problems. The most recent citation resulted in another fine, but DER did eventually renew the plant's operating permit (see letter by Garfield E. Smith, P.E., dated July 3, 1985, copy in Appendix VI).

In addition, the plant was inspected on February 5, 1991 by Pennsylvania DER personnel. This inspection resulted in a report that found a number of violations including erroneous meter readings. A copy of the report is appended to this report (Appendix III). A copy of the N.P.D.E.S. (discharge) permit is also appended to this report (Appendix I).

Also reviewed were the Discharge Monitoring Reports (DMR)(periodic testing reports) for the period from June 1989 to May 1990 (note that these were the most current reports on file)(see Appendix VII). These reports indicate general compliance, but there are some areas which are not in compliance. (NOTE: These reports are part of a Self-Monitoring Program). The discharge monitoring reports indicated the following problems:

April 1990	High fecal coliform	Monthly Average
January 1990	High suspended solids	Monthly Average
January 1990	High fecal coliform	Monthly Average
December 1989	High suspended solids	Monthly Average

December 1989	High fecal coliform	Weekly Sample
September 1989	High BOD <sub>5</sub>	Monthly Average
September 1989	High suspended solids	Monthly Average
September 1989	High fecal coliform	Monthly Average

The operator of the plant takes samples once a week with the results averaged for monthly reports to Pennsylvania DER.

High fecal coliform is usually due to lack of adequate chlorination. This can be corrected quite easily.

High suspended solids and high B.O.D.<sub>5</sub> are probably due to an excessive concentration of sludge and flows in excess of the plant's present capacity. The causes should be confirmed by accurate metering and additional testing.

- B. Report on expansion of existing plant by Buchart-Horn Engineers, June 1986, revised June 1988.

This report was reviewed and is appended to this report (see Appendix V).

- C. Review of "As-Built" Plans for the plant and/or field measurements of the plant.

Review of the "As-Built" Plans of the Westtown Sewer Company (by Catania Engineering Associates, Inc., dated September 6, 1979), indicate the aeration tanks to be 100 feet in diameter. Yerkes Associates, Inc. measured the circumference to be 275 feet which results in 87.85 feet outside diameter less two 8 inch wall thicknesses for an inside diameter

of 86.25 feet. The walls are approximately 14 feet in height, less 2 feet for freeboard above maximum water elevation. The effective volume is 524,000 gallons per aeration tank which results in an ultimate treatment plant capacity of 1.05 million gallons per day.

The plant site is one acre as indicated on the "As-Built" Plan and as indicated on the County Tax Maps, while the existing fence around the site appears to encompass a larger area.

### On-Site Inspection

On February 5, 1991 Yerkes Associates, Inc. along with members of the Board of Supervisors, Township Staff, Engineer, Solicitor and other invited and interested parties toured the treatment facilities of the Westtown Sewer Company.

Later the same day, engineers for Pennsylvania DER made an inspection of the facility. A copy of their field report is included in Appendix III. Their report indicates that the plant is currently in violation of it's NPDES Permit and of the Pennsylvania Clean Stream Law.

The influent to the plant enters a concrete chamber which has three channels leading to a comminutor, one of the outer channels also has bar screens. Presently the comminutor is removed and the outer channel with a bar screen is being used. The bar screen is being cleaned manually with a garden rake and showed evidence of recent overflow. The screened wastewater flows through the comminutor casing and into the lift pump wet well.

The main lift pump station consists of an 8 foot diameter wet well and two submersible pumps (because the pumps were submersed, the make, model and name plate data could not be checked). The force main piping is PVC (Poly Vinyl Chloride), a portion of the force main was patched and repaired with duct tape. The wet well had a significant amount of scum. (This scum was present in most parts of the plant.)

The force main discharges to the aeration tank. There are two aeration tanks, one is currently in operation; the other has never been placed in operation. The aeration tanks were field measured and are approximately 38 feet in outside diameter with 8 inch thick, 14 foot high walls. Allowing for 2 feet

of freeboard, each tanks maximum capacity is approximately 524,000 gallons. At present permitted flows are 0.29 mgd (million gallons per day). At this flow, the average detention time of the sewage in the aeration tank is 44 hours.

The partially treated sewage then flows from the aeration tank to a circular clarifier tank. There are two clarifiers of equal size approximately 35 feet in diameter with 6 inch thick, 10 foot high walls. Allowing for 1 foot of freeboard the tank volume was 60,000 gallons or a capacity of 450,000 g.p.d. The surface area is approximately 880 square feet. One of the two clarifiers is in service with the other clarifier full of liquid but out of service.

Settled sludge from the clarifier is transferred to a sludge transfer tank where the sludge is either returned to the aeration tank by air lifts or to a sludge holding tank. The effluent from the clarifier flows by gravity to the sand filters. Eight rapid sand filters are in place, but were not in service. Our inspection indicates the filters have been out of service for some time.

Effluent from the sand filters flow to a chlorine dosing chamber and on to the chlorine contact tank. The contact tank baffles have fallen out, but the tank is aerated so sufficient mixing should be occurring. The final effluent goes over a "V" notch weir. The weir was overflowing most of the time during the inspection. This indicates the plant was exceeding its permitted flow capacity of 0.29 mgd most of the day as the weir is sized for that flow.

Excess sludge from the sludge transfer tank is wasted to the sludge holding tank where it is aerated to prevent the sludge from becoming septic. Very little air was being supplied, but there was no septic odor.

### Ancillary Processes

The chlorine gas stored in 150 pound bottles is stored in a circular concrete room with plywood door. One vacuum type chlorinator was available and in operation. The room has no light or ventilation.

The central building houses a 12 K.V.A. U.S. Army Corps of Engineers standby generator (dated 1958) and two roots rotary blowers (air blowers). One blower was operating, the other was partially disassembled, and appeared to have been for some time. An empty air mask container was on the floor and an expired gas mask was on the wall (expired 1985 - note date of Garfield Smith's Report).

The Penn flow meter was operating but was indicating in excess of 100% of its measurement scale most of the day.

### Evaluation of Plant Sub-Systems

Electrical Systems: Main power appears to be adequate for the existing equipment. The standby electrical generator is not sufficient to properly operate the main lift pumps. (12 KVA is available and as an example 14 KVA is required for a 1-1/2 horsepower motor) The main lift pumps are assumed to be 2 to 3 horsepower. Motor starters appear to be lacking parts for proper and safe operation. Power distribution and lighting have several inconsistencies with the National Electrical Code.

Piping Systems: All yard piping, except main air lines, is PVC pipe. PVC pipe is usually not recommended for exposed use because the pipe material breaks down in sun light. Many cracks and leaks were observed. None of the pipe support systems met any standards.

Structural Evaluation: While no detailed structural analysis was made, several observations were made.

No major settlement of the main tanks was observed. However, given conditions of surrounding soil proposed future construction in the area should have a detailed soils study made. Several cracks were observed in the tanks. While cracks appear to be severe, in our opinion most of the tanks can be repaired with the possible exception of the sand filter tanks.

The sand filter tanks are not of the same design as the aeration and clarifier tanks. The aeration and clarifier tanks are precast post-tensioned concrete tanks by Terre Hill Concrete Products, Inc. The remaining concrete circular structures appear to be pieces of large diameter concrete pipe.

The chlorine contact tank and sludge holding tank appear to be salvaged steel tanks from a former package treatment plant and appear to be in satisfactory condition with one exception. The chlorine contact tank is not level and it was learned during the inspection tour that the tank floated when it was in the process of being drained. If this tank is to be re-used in the future, it should be dug up, ballasted and reset level.

#### Summary of Existing Plant

Upon initial observation one may feel the existing plant has little or no value, but the following should be considered:

1. The plant exists and has a NPDES Permit.
2. There are customers on line and the system has a source of income.

3. The aeration and clarifier tank structures, with some repair, should be salvagable.
4. The site is located on a one acre tract surrounded by the Westtown School as opposed to residential developments.

#### General Comments on the Plant Inspection

The plant site is very "tight", the existing fence is well outside the property line as indicated on the "as-built" drawings. Additional land would be desirable to perform any type of expansion or major construction. We would recommend an additional 2 to 3 acres be acquired as this will permit a reasonable buffer zone between the treatment plant and possible future development.

The site is in a very low area, the treatment plant should remain fully operational and accessible during a 25 year frequency flood and protected from physical damage by a 100 year flood. The elevation of the influent structures, chlorine and sludge holding tanks should be checked with regards to a 25 and 100 year flood elevation, as well as the elevation of the chlorine and central buildings.

To meet standards of construction for intended ownership by the municipality, a certain level of construction quality and ease of operation and maintenance is required. In our opinion this facility is capable of meeting the State stream discharge requirements. However, the facility is in need of a major overhaul with replacement of many components to reach a level that a public agency would want to operate. It is also to be noted that a major amount of this work should be done even if the plant remains in private hands.

After detailed studies and evaluations, it is probable that the main aeration and clarifier tanks can be salvaged, but all mechanical equipment within those structures should be replaced. All other equipment; blowers, pumps, piping, electrical and other structures should be replaced immediately or on a programmed basis.

### Evaluation of Existing Condition

1. Housekeeping - General condition is poor, area has scattered trash and debris (including a kitchen sink and old auto parts).
2. Tankage and Equipment - The basic equipment and tankage is approximately fifteen years old. Most of the above grade tankage (aeration, clarifiers, sand filters) are leaking and have or will have possible or probable structural problems if repairs are not made. The mechanical equipment, blowers and aerators are in need of servicing and will probably require replacement. The floating aerator support is in very poor condition. The sand filter equipment and tankage will probably not be salvagable. The chlorine contact and sludge holding tanks are in good condition except the chlorine contact tank is not level, and should be reset. Baffles should be added to it.
3. Piping is deteriorating and should be replaced. PVC piping is not recommended when exposed to sun light as it breaks down with ultraviolet rays.
4. Electrical systems have many violations with the N.E.C. (National Electric Code). The stand-by generator is not sufficient to operate the main lift pumps. Most equipment must be manually reset after power failure.
5. Controls - The effluent flow meter is not adequate to measure plant flow and should be replaced by a larger one. There is no proportioning of chlorine to flow, therefore there will be periods of under chlorination and periods of over chlorination, this should be corrected. The chlorine handling and storage is not only unsafe, but dangerous.

6. Operation - The overall process operation is poor. In the past year the plant has not met permit criteria. By observation it can be seen the sludge age is very old and mixed liquor counts must be very high which is an indication of very little sludge wasting. The sand filters appear not to have been operated for years and checking the valving during a backwash cycle there is a question in the filters as-built operation.
  
7. Current Capacity - Present plant flows are undetermined. The effluent flow meter, a "V" notched weir was surcharged most of the time during the inspection. The depth of the 90° "V" notched weir was measured and found to be 6 inches. The capacity of a 90° "V" notched weir is approximately 300,000 gallons per day. Measuring the flow over the top of the weir in the channel we estimated flow at that time to be 425,000 gallons per day. This was observed at 9:00 AM, 12:00 noon and 3:00 PM. There was evidence that most of the tanks have overflowed recently with the bar screen chamber possibly earlier that day (see DER report). It is probable the flows are currently exceeding plant capacity and the NPDES permitted flows.

### Calculation of Future Capacity of the Plant

The future capacity of this plant is based on the limiting capacity of the aeration tanks. Other plant processes will be expanded to meet this capacity. Additional capacity will also be included into each process to permit routine maintenance.

In the Buchart-Horn report, Table III-1 on Page 3 lists the "Theoretical Treatment Process Unit Capacities". Generally we agree with these capacities. In cases such as the lift pumps, blowers and chlorinator these components are well undersized as indicated. The sand filters are in such poor condition they will have to be replaced.

The capacities of the aeration and final clarifiers tanks were recomputed as follows:

Aeration Tanks	
Outside circumference measured	275 Feet
Outside diameter	87.58 Feet
Wall thickness	8 Inches
Inside wall thickness	86.25 Feet
Wall Height	14± Feet
Maximum liquid volume	81,755 Cu. Ft. 611,500 Gallons
Allowing 2 Feet Freeboard	
Treatment Volume	70,075 Cu. Ft. 524,000 Gallons
DER permitted detention time for Extended Aeration Process	24 Hours
Maximum Average Daily Flow	
Per Tank	524,000 Gallons Per Day
Total	1.048 MGD

Final Clarifier Tanks

Outside circumference measured	110 Feet
Outside diameter	35 Feet
Wall thickness	6 Inches
Inside diameter	34 Feet
Surface area	907 Sq. Ft.
Less inlet baffle	7 Sq. Ft.
Usable surface area	900 Sq. Ft.

DER permitted surface loading rate for Extended Aeration	500 GPD/Sq. Ft.
---	-----------------

Maximum Average Daily Flow	
Per Tank	450,000 GPD
Total	0.90 MGD

An additional clarifier will have to be added. Based on the above, our opinion is that the expanded plant will be able to treat approximately 1.05 million gallons per day.

Estimated Costs for Wastewater Treatment Facilities

Yerkes Associates, Inc. reviewed the Buchart-Horn, Inc. report dated June 1986 and as revised June 1988. This report was initially prepared less than one year after the plant was recertified (see report by Garfield E. Smith, P.E. dated July 3, 1985). At the time of recertification all equipment, with the exception of one aeration tank, was operating. During Buchart-Horn's site visit (April 10, 1986) ten months after recertification, the sand filters were out of service, one clarifier was out of service, a high sludge blanket was observed with solids overflowing into the effluent. In evaluating Buchart-Horn's report one must assume their cost estimate is based on private work for a treatment plant that has been adequately maintained. They also assumed expansion was performed in three phases. The total expansion cost (based on 1988 dollars) is \$760,679.00. Allowing 5% inflationary increase per year in 1991 dollars, the estimate is \$880,581.00.

Existing equipment not operating but was assumed to be operating in Buchart-Horn report, is as follows; generator, standby blower, sand filters, flow meter and comminutor. Our estimate to replace or repair these items is \$431,000.00. Add this to the adjusted Buchart-Horn estimate for a subtotal of \$1,311,581.00 (assumed private construction). This estimate does not include such items as replacing piping, catwalk, replacing or enlarging buildings, drives, landscaping, etc.

Summary

Adjustment - Buchart-Horn Estimate	\$ 880,581.00
Replace/Repair Existing Equipment	<u>431,000.00</u>
Sub-Total (Private Work)	\$1,311,581.00
Add 30% for Public Work	<u>393,474.00</u>
	\$1,705,055.00

NOTE: Buchart-Horn assumed the aeration tank capacity to be 680,000 gallons each, this is approximately the maximum liquid volume. The effective treatment capacity is 524,000 gallons per day for a total plant capacity of 1.05 mgd.

Estimated costs for an expanded plant are based on maintaining the existing treatment capacity during construction.

Yerkes Associates, Inc. recently received bids for a 1.2 mgd treatment plant in Concord Township, Pa. The facility will be built with private funds to Municipal Construction Standards. The bid price for the facility is \$3.55 million for the main plant. This cost is in line with other cost estimates for this type of work.

Summary of costs for completed 1.2 mgd plant is as follows:

Bid prices for 1.2 mgd plant	\$3,550,000
Engineering and legal	250,000
Construction inspection and project management	<u>150,000</u>
	\$3,950,000
Price per gallon	\$3.29

If this project were to be built with public funds, add 30% to costs. Bond or financing costs would be in addition and are not included.

This would result in \$5,135,000 or \$4.28 per gallon for a complete new plant. Based on our previous experience and the above recent bid results, we would estimate \$3.75 per gallon renovation costs (based on public construction) for this plant. This would result in a total price of approximately 3.94 million dollars for the renovations and expansion of the Westtown Sewage Treatment Plant.

Not included in the above costs is the price of the land for the treatment plant or for the collection and conveyance system.

While several of the existing tanks may be salvaged, the costs for detailed inspections, repair and modification will offset some of the salvage value. The new equipment and additional reconstruction Yerkes proposes will provide less long term maintenance and a higher degree of confidence in operations.

### Recommendations for Plant Operations and Renovations

The plant must immediately be brought into compliance with the terms and conditions of its discharge (N.P.D.E.S.) permit.

Subsequently the permits for expansion to 1.05 mgd capacity may be applied for and construction commenced. If this expansion is to be privately constructed, it may well be that it could be done in stages as recommended in the Buchart-Horn report. Each stage should lead to the ultimate size of the plant.

If the expansion is to be accomplished using public funds, we would recommend expansion to the ultimate size of 1.05 mgd in one step. It is assumed that the Township would require financing to accomplish the expansion and that the repeated costs of financing the expansion in stages would not be economical. Information should be sought from financial advisors on this matter.

1. The following should bring the plant into compliance with its existing permit.
  - A. General - Clean up the plant and grounds, remove scum, repair equipment, remove electrical hazards, etc.
  - B. Replace effluent flow meter.
  - C. Add flow equalization by installing forward feed pumps between the aeration tank and clarifier.
  - D. Begin wasting sludge, bring sludge volumes within normal parameters. Possibly install return sludge pump for better control.

E. Provide a new generator to accommodate ultimate size of the plant.

F. Costs of above:

Interim Process Control

Flow Meter System (Parshall Flume)	\$ 25,000
Pumps and Controls	\$ 50,000
Electrical Generator (350 KW) and Transfer Switch	<u>\$100,000</u>
Subtotal	\$175,000
Engineering 15%±	\$ <u>25,000</u>
Total Estimate	\$200,000

2. Plant expansion to 1.05 mgd should be accomplished in two phases to keep the plant in operation, as follows:

A. Phase One of Plant Expansion

- 1) Retrofit existing control building with new blowers, electrical power and an acceptable chlorine room.
- 2) Preliminary Treatment Facilities:
  - a) Construct new comminutor.
  - b) Add combination wet well and equalization tank with new lift pumps and flow control valves.
- 3) Refurbish the existing out of service aeration tank.
- 4) Construct new final clarifier (as recommended by Buchart-Horn).

- 5) Demolish existing sand filters, bypass to existing chlorine contact tank.
- 6) Construct new sand filter and chlorine contact tank (combination).
- 7) Transfer interim forward flow and return sludge pumps to refurbished aeration tank.
- 8) Place refurbished aeration tank, new final clarifier and new sand filter/chlorine tank on line and take existing aeration and final clarifiers out of service.

B. Phase Two of Plant Expansion

- 1) Refurbish existing aeration tank and clarifiers.
- 2) Convert existing chlorine contact tank to sludge holding tank for additional sludge holding.
- 3) Construct new return/waste sludge pump building.

### Conclusion and Summary

Based on our inspection and evaluation of the existing Westtown Sewer Company Wastewater Treatment Plant, the facility is in need of a major overhaul.

Currently the plant is in violation of the N.P.D.E.S. Permit and Pennsylvania Clean Streams Law and will require some immediate process control. Yerkes estimates \$200,000 for basis process modifications. This does not include general site cleanup or repairs to existing equipment.

Flows: Flows of sewage appear to be much higher than reported to Pennsylvania DER. On the day of the inspection the flow meter was at its maximum reading for most of the day. Treated sewage was flowing approximately one inch over the top of the measuring device which would indicate a flow in excess of 400,000 gallons per day. Flows allowed by permit are 290,000 gpd with 240,000 to 270,000 gpd reported. After installation of a new metering device and further analysis, it may be that average flows per day are lower. However, even the rate of flow observed is unacceptable and will disrupt treatment plant operations by causing the type of problems that have led to previous violations. Evidence of overflows were observed from most tanks, with a very recent overflow at the bar screen. These overflows are undoubtedly caused in part by the amounts of sewage the plant is receiving.

In any event, the existing permit must be complied with prior to Pennsylvania DER considering any plant expansion. Additional upgraded maintenance and operation will be necessary also to comply with the permit conditions.

Cost Estimates: The maximum expansion of the existing plant is estimated by Yerkes to be 1.05 mgd. If the renovation of the plant is to be accomplished privately, Buchart-Horn estimated \$0.76 million (1988 dollars) or \$0.88 million (1991 dollars). With an additional expenditure to replace broken portions of the plant, Yerkes believes that estimate would increase to approximately \$1.31 million (if done privately). With 30 percent added to the price if done with public funds, the cost would be \$1.70 million.

Yerkes Associates estimate to increase the plant capacity to 1.05 mgd using public funds is \$3.94 million (1991 dollars). The large difference in estimates is obvious.

Yerkes estimate is 80-85 percent of the cost of a totally new plant. As a result of our inspection and the age of the plant, we believe that only the tankage can be salvaged and that only after repairs are made. All other equipment, piping, buildings, site work, etc. will be renewed. While some of the equipment is currently working, it's age and visual condition would lead us to believe that the need for replacement is near. A portion of the work included in our estimate, such as piping replacement, could be done when necessary but our belief is that this would lead to very high maintenance costs and many breakdowns at odd hours. Resultant problems with the quality of plant effluent would quickly make themselves evident.

Timing: It is to be noted that we recommend that the plant be expanded before a flow of 0.5 mgd is reached. This will permit the plant to be rebuilt one half at a time to accommodate the existing flows.

Existing Value of Plant: The above should not be interpreted that in Yerkes opinion the plant has little value. Assuming that the tankage is repairable, the existing plant has some \$1.0 to 1.2 million residual value. In addition,

the plant has an existing N.P.D.E.S. permit. New permits can be difficult and expensive to obtain. If public resistance is met during the permitting process, it can be a lengthy one with time measured in years. The location of the plant is a factor with its location downhill of one of the more heavily populated areas and next to a stream that is suitable to receive the treated effluent. That stream is also one that does not require advanced methods of treatment such as the Ridley or Brandywine Creeks do. The plant site is not in the immediate vicinity of development, which is an obvious advantage.

An additional point to be made is that the reconstructed and enlarged plant would immediately have an adequate existing flow of sewage to help prevent initial operating problems. The base of existing customers will aid in obtaining financing for the project and in cash flow for operations.

Future Investigations and Information Needed:

1. In developing the Township's 537 Plan (Comprehensive Sewage Plan) consideration should be given to the location of this treatment plant- is it located to best serve necessary additional sewered areas or most additional pumping facilities be constructed? Will this still make the plant expansion an economical one?
2. Is public or private ownership of the system in the best interests of the Township?
3. Most importantly develop additional information on existing sewage flows.
4. With the information from No. 3 in hand, inspect the collection system and estimate amounts of infiltration/inflow. Determine if collection lines are large enough for future flows.

5. Determine floodplain.
6. Verify treatment criteria with Pennsylvania DER. Do same with regards to size of receiving stream.
7. Verify soils and foundation conditions.
8. Using information gathered above, investigate treatment plant in detail, including tanks, and refine costs for rebuilding and expansion.

879

COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF ENVIRONMENTAL RESOURCES  
 BUREAU OF WATER QUALITY MANAGEMENT

~~SECRET~~  
 MAY 15 1987

AUTHORIZATION TO DISCHARGE UNDER THE  
 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM  
 SEWAGE PERMIT NO. PA 0031771

In compliance with the provisions of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (the "Act") and Pennsylvania's Clean Streams Law, as amended, 35 P.S. Section 691.1 et seq.,

Westtown Sewer Company

is hereby authorized to discharge from a facility located in

Westtown Township  
 Chester County

to the receiving waters named

East Branch of Chester Creek

in accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts A, B, and C hereof.

This permit and the authorization to discharge shall expire at midnight 7/10/90.

The authority granted by this permit is subject to the following further qualifications:

1. If there is a conflict between the application, its supporting documents and/or amendments and the standard or special conditions, and the terms and conditions of this permit, the terms and conditions shall apply.
2. Failure to comply with any of the terms or conditions of this permit is grounds for enforcement action; for permit termination, revocation and reissuance or modification; or for denial of a permit renewal application.
3. It is required by law that this permit, before becoming operative, shall be recorded in the Office of the Recorder of Deeds for the county wherein the outlet of said sewer system is located.
4. Application for renewal of this permit, or notification of intent to cease discharging by the expiration date, must be submitted to the Department at least 180 days prior to the above expiration date (unless permission has been granted by the Department for submission at a later date), using the appropriate NPDES Permit Application Form. In the event that a timely and complete application for renewal has been submitted and the Department is unable, through no fault of the permittee, to reissue the permit before the above expiration date, the terms and conditions of this permit will be automatically continued and will remain fully effective and enforceable pending the grant or denial of the application for permit renewal.
5. This permit does not constitute authorization to construct or make modifications to wastewater treatment facilities necessary to meet the terms and conditions of this permit.

PERMIT ISSUED

DATE 7-10-85

BY

*Joseph A. Feola*

TITLE

Joseph A. Feola  
 Regional Water Quality Manager

I. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS FOR DISCHARGE 001;  
 LOCATED AT LATITUDE 39° 57' 08", LONGITUDE 75° 32' 56"

- A. During the period beginning at issuance and lasting through expiration, the Permittee is authorized to discharge.  
 B. The average monthly flow of effluent discharged from the wastewater treatment facility shall not exceed 0.29 million gallons per day.  
 C. The quality of effluent shall be limited at all times as specified in Footnote (3) and as follows:

DISCHARGE PARAMETER	DISCHARGE LIMITATIONS							MONITORING REQUIREMENTS		
	MASS UNITS (lbs/day)			CONCENTRATIONS (mg/l)				MEASUREMENT FREQUENCY	SAMPLE TYPE	24 HOUR REPORT INTER PART A.11.
	AVERAGE MONTHLY	AVERAGE WEEKLY	MAXIMUM DAILY	AVERAGE MONTHLY	AVERAGE WEEKLY	MAXIMUM DAILY	INSTAN- TANEOUS MAXIMUM			
FLOW (MGD)								Continuous	Recorded	
BOD-5 (5-1 to 10-31)	48.37			20			40	Weekly	8 Hour Comp	
BOD-5 (11-1 to 4-30)	72.56			30			60	Weekly	8 Hour Comp	
SUSPENDED SOLIDS	72.56			30			60	Weekly	8 Hour Comp	
AMMONIA as N (5-1 to 10-31)	6.05			2.5			5	Weekly	8 Hour Comp	
AMMONIA as N (11-1 to 4-30)	18.14			7.5			15	Weekly	8 Hour Comp	
FECAL COLIFORM (5-1 to 9-30)				See Footnote (2)				Weekly	Grab	
FECAL COLIFORM (10-1 to 4-30)				Same Limits as in Footnote (2)				Weekly	Grab	
pH	Within Limits of 6 to 9 Standard Units at all times							Daily	Grab	

FOOTNOTES: 1. Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): Outfall 001

NPLW/.3

1-2

VERNES ASSOCIATES INC.

6. The "maximum daily" mass discharge means the total discharge by weight during any calendar day.
7. The "average monthly" effluent concentration means the arithmetic average of all the daily determinations of concentration made during a calendar month.
8. The "average weekly" effluent concentration means the arithmetic average of all the daily determinations of concentration made during a calendar week.
9. The "maximum daily" effluent concentration means the daily determination of concentration for any calendar day.
10. The "instantaneous maximum" concentration means the concentration not to be exceeded at any time in any grab sample.
11. The "daily determination of concentration" means the concentration of a composite sample taken during a calendar day or the arithmetic average of all grab samples taken during a calendar day.
12. The term "composite sample" means a combination of individual samples obtained at regular intervals over a time period. Either the volume of each individual sample is proportional to discharge flow rates or the sampling interval (for constant volume samples) is proportional to the flow rates over the time period used to produce the composite. The maximum time period between individual samples shall not exceed two hours.
13. The term "grab sample" means an individual sample collected in less than 15 minutes.
14. The term "measured flow" means any method of liquid volume measurement the accuracy of which has been previously demonstrated in engineering practice, or for which a relationship to absolute volume has been obtained.
15. The term "estimate" means to be based on a technical evaluation of the sources contributing to the discharge including, but not limited to, pump capabilities, water meters and batch discharge volumes.
16. The term "Industrial User" means an establishment which discharges or introduces industrial wastes into a Publicly Owned Treatment Works (POTW).
17. The term "Publicly Owned Treatment Works" or "POTW" means a facility as defined by Section 212 of the Clean Water Act which is owned by a State or Municipality, as defined by Section 502(4) of the Clean Water Act, including any sewers that convey wastewater to such a treatment works, but not including pipes, sewers or other conveyances not connected to a facility providing treatment. The term also means the municipality as defined in Section 502(4) of the Clean Water Act which has jurisdiction over the indirect discharges to and the discharges from such a treatment works.

- (i) A toxic pollutant effluent standard established by EPA pursuant to Section 307(a) of the Clean Water Act, or
  - (ii) A toxic or hazardous pollutant which, if not adequately treated, could constitute a threat to human health, welfare, or the environment,
  - (iii) Any pollutant identified as the method to control a toxic pollutant or hazardous substance (i.e., indicator pollutant).
- (c) Any unanticipated bypass which exceeds any effluent limitations in the permit.
- (d) Where the permittee orally reports this information within the above mentioned 24 hour time period, a written submission outlining the above information must be submitted to the Department within 5 days of becoming aware of such a condition, unless this requirement is waived by the Department upon receipt of the oral report.
2. Other Non-Compliance Reporting.
- (a) The permittee shall give advance notice to the Department of any planned changes to the permitted activity or facility which may result in non-compliance with permit requirements.
  - (b) Where the permittee knows in advance of the need for a bypass which will exceed effluent limitations it shall submit prior notice to the Department at least 10 days, if possible, before date of the bypass.
  - (c) The permittee shall report all instances of non-compliance which are not reported above at the time of DMR submission.
3. The reports and notifications required above shall contain the following information:
- (a) A description of the discharge and cause of non-compliance;
  - (b) The period of non-compliance, including exact date and times and/or the anticipated time when the discharge will return to compliance; and
  - (c) Steps being taken to reduce, eliminate, and prevent recurrence of the non-complying discharge.

EFFLUENT/RECEIVING WATERS EVALUATION

Stream Name E. Branch of Chester Creek

Upstream Conditions/Location:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Field Measurements:

Flow \_\_\_\_\_ c.f.s.  
pH \_\_\_\_\_ s.u.  
Dissolved Oxygen \_\_\_\_\_ mg/L  
Chlorine Residual \_\_\_\_\_ mg/L  
Temperature \_\_\_\_\_ °C  
DER Collector Number \_\_\_\_\_

Outfall Number: 201

effluent - pin flocculent  
visible solids  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Field Measurements:

Flow \_\_\_\_\_ mg/d  
pH 7.27 s.u.  
Dissolved Oxygen 12.8 mg/L  
Chlorine Residual 2.5 mg/L  
Temperature 12.9 °C  
DER Collector Number 2104221

Downstream Conditions/Location:

Coaming evident - concentrated  
about 50' downstream  
of outfall  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Field Measurements:

Flow \_\_\_\_\_ c.f.s.  
pH \_\_\_\_\_ s.u.  
Dissolved Oxygen \_\_\_\_\_ mg/L  
Chlorine Residual \_\_\_\_\_ mg/L  
Temperature \_\_\_\_\_ °C  
DER Collector Number \_\_\_\_\_

Outfall Number: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Field Measurements:

Flow \_\_\_\_\_ mg/d  
pH \_\_\_\_\_ s.u.  
Dissolved Oxygen \_\_\_\_\_ mg/L  
Chlorine Residual \_\_\_\_\_ mg/L  
Temperature \_\_\_\_\_ °C  
DER Collector Number \_\_\_\_\_

Downstream Conditions/Location:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Field Measurements:

Flow \_\_\_\_\_ c.f.s.  
pH \_\_\_\_\_ s.u.  
Dissolved Oxygen \_\_\_\_\_ mg/L  
Chlorine Residual \_\_\_\_\_ mg/L  
Temperature \_\_\_\_\_ °C  
DER Collector Number \_\_\_\_\_

Permit No: PA 0031771  
Date: 2-5-91

III. SCHEDULE OF COMPLIANCE

The permittee shall achieve compliance with final effluent limitations or terminate this discharge in accordance with the following schedule:

- A. Feasibility study completion \_\_\_\_\_
- B. Final plan completion \_\_\_\_\_
- C. Start construction \_\_\_\_\_
- D. Construction progress report(s) \_\_\_\_\_
- E. End construction \_\_\_\_\_
- F. Compliance with effluent limitations \_\_\_\_\_
- G. Terminate discharge \_\_\_\_\_

No later than 14 calendar days following a date identified in the above schedule of compliance, the permittee shall submit to the Department a written notice of compliance or non-compliance with the specific schedule requirement(s). Each notice of non-compliance shall include the following information:

- A. A short description of the noncompliance.
- B. A description of any actions taken or proposed by the permittee to comply with the elapsed schedule requirement.
- C. A description of any factors which tend to explain or mitigate the noncompliance.
- D. An estimate of the date that compliance with the elapsed schedule requirement will be achieved and an assessment of the probability that the next scheduled requirement will be met on time.

B. Permit Modification, Termination, or Revocation and Reissuance

1. This permit may be modified, terminated, or revoked and reissued during its term for any of the causes specified in 25 Pennsylvania Code, Chapter 92.
2. The filing of a request by the permittee for a permit modification, revocation and reissuance, or a notification of planned changes or anticipated non-compliance does not stay any permit condition.
3. Notwithstanding the above, if a toxic effluent standard or prohibition (including any schedule of compliance specified in such effluent standard or prohibition) is established under Section 307(a) of the Act for toxic pollutant which is present in the discharge authorized herein and such standard or prohibition is more stringent than any limitation upon such pollutant in this permit, this permit shall be modified or revoked and reissued in accordance with the toxic effluent standard or prohibition and the permittee shall be so notified.

In the absence of a Departmental action to modify or to revoke and reissue this permit, any toxic effluent standard or prohibition established under Section 307(a) of the Act is considered to be effective and enforceable against the permittee.

C. Right of Entry

Pursuant to Sections 5(b) and 305 of Pennsylvania Clean Streams Law and 25 Pennsylvania Code, Chapter 92, the permittee shall allow the head of the Department, the EPA Regional Administrator, and/or their authorized representatives, upon the presentation of credentials:

1. To enter upon the permittee's premises where an effluent source is located or in which any records are required to be kept under the terms and conditions of this permit.
2. To have access to and copy at reasonable times any records required to be kept under the terms and conditions of this permit and other documents as may be required by law.
3. To inspect at reasonable times any monitoring equipment or monitoring method required in this permit.
4. To inspect any collection, treatment, pollution management, or discharge facilities required under the permit.
5. To sample any substances or parameters at any location.

D. Property Rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges; nor does it authorize any injury to private property or any invasion of personal rights.

2. In all other situations, bypassing is prohibited unless the following conditions are met:
  - (a) A bypass is unavoidable to prevent loss of life, personal injury or "severe property damage";
  - (b) There are no feasible alternatives to a bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment down-time; (This condition is not satisfied if the permittee could have installed adequate backup equipment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance.); and
  - (c) The permittee submitted the necessary reports required under Part A.2.D. above.
3. The Department may approve an anticipated bypass, after considering its adverse effects, if the Department determines that it will meet the conditions listed under Part B.I.2. above.

I. Adverse Impact

Permittee shall take all reasonable steps to minimize any adverse impact on the environment resulting from noncompliance with this permit.

J. Solids Disposal

Collected screenings, slurries, sludges, and other solids shall be disposed of in such a manner as to prevent entry of these wastes (or runoff from the wastes) into waters of the Commonwealth.

K. Penalties and Liability

1. Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under Section 311 of the Act.
2. Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for non-compliance pursuant to Section 309 of the Clean Water Act or Sections 602 or 605 of the Clean Streams Law.

L. Transfer of Ownership or Control

1. No permit may be transferred unless approved by the Department.
2. In the event of any pending change in control or ownership of facilities from which the authorized discharges emanate, the permittee shall notify the Department by letter of such pending change at least thirty days prior to the change in ownership or control.

PART C

OTHER REQUIREMENTS

- A. Effluent limitations, monitoring requirements, and other standard and special conditions which relate to the discharge(s) of pollutants authorized by this permit and which are contained in Water Quality Management Permit(s)

No. 765533 issued on January 5, 1966

No. 1570422 issued on March 26, 1971

No. 1575402 issued on April 4, 1975

are superseded by the terms and conditions of this permit, unless specifically noted otherwise herein.

- B. 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 are capable of receiving and treating the permittee's sewage. Such facilities must be in accordance with either the applicable municipal official plan adopted pursuant to Section 5 of the Pennsylvania Sewerage Facilities Act, the Act of January 24, 1956, P.L. 1535, as amended, or a comprehensive Water Quality Management Plan as set forth in Section 91.31 of the Rules and Regulations of the Department. 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 the herein-approved facilities and notify the Department accordingly. This permit shall then, upon notice from the Department, terminate and become null and void, and shall be relinquished to the Department.
- C. If, in the opinion of the Department, the sewage treatment plant is not so operated or if by reason of change in the character of the waste or increased load upon the sewage treatment plant, or changed use or condition of the receiving body of water, or otherwise, that the effluent ceases to be satisfactory or the sewage treatment plant creates a public nuisance, then upon notice by the Department the right herein granted to discharge such effluent shall cease and become null and void unless within the time specified by the Department, the permittee shall adopt such remedial measures as will produce an effluent which, in the opinion of the Department, will be satisfactory for discharge into the receiving body of water.
- D. No storm water from pavements, area ways, roofs, foundation drains or other sources shall be admitted to the sanitary sewers associated with the herein approved discharge.
- E. The approval herein given is specifically made contingent upon 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 associated with the herein approved discharge in, along, or across private property, with full rights of ingress, egress and regress.

NPDW/1

NAME W. G. Smith Sewer Company  
 ADDRESS P. O. Box 2000  
Medley, PA 19063

PA 0031771  
 PERMIT NUMBER

002  
 DISCHARGE NUMBER

FACILITY Sewage Treatment Plant  
 LOCATION Westtown Township, Chester County

MONITORING PERIOD							
FROM	YEAR	MO	DAY	TO	YEAR	MO	DAY
	(20-21)	(21-22)	(22-23)		(26-27)	(28-29)	(30-31)

NOTE: Read instructions before completing this form.

PARAMETER (22-27)	X	(1 Card Only) QUANTITY OR LOADING (46-51)			(4 Card Only) QUALITY OR CONCENTRATION: (48-53)				NO. OF EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-71)
		AVERAGE MONTHLY	MAXIMUM	UNITS	MINIMUM	AVERAGE MONTHLY	MAXIMUM	UNITS			
FECAL COLIFORM	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT					200		/100ML		/WK	CHEM
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER  
 TYPED OR PRINTED

I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE ACCURATE AND COMPLETE I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 18 USC 1001 AND 18 USC 1333 (Penalties under these statutes may include fines up to \$5000 and/or maximum imprisonment of between 6 months and 5 years.)

SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE NUMBER  
 AREA CODE

DATE  
 YEAR MO DAY

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL RESOURCES  
BUREAU OF WATER QUALITY MANAGEMENT

WATER QUALITY MANAGEMENT PERMIT

NO 1575402

<p>A. PERMITTEE (Name and Address)</p> <p>Westtown Sewer Company 42 East Baltimore Pike Medis, Pennsylvania 19063</p>	<p>B. PROJECT LOCATION</p> <p>Municipality <u>Westtown Township</u></p> <p>County <u>Chester County</u></p>
<p>C. TYPE OF FACILITY OR ESTABLISHMENT</p> <p>Sewage Treatment Plant</p>	<p>D. NAME OF MINE, OPERATION OR AREA SE</p> <p>Portions of Westtown and East Goshen Twp.</p>

<p>E. THIS PERMIT APPROVES</p> <p>1. Plans For Construction of</p> <p>a. <input type="checkbox"/> PUMP STATIONS, SEWERS AND APPURTENANCES</p> <p>b. <input checked="" type="checkbox"/> SEWAGE TREATMENT FACILITIES</p> <p>c. <input type="checkbox"/> MINE DRAINAGE TREATMENT FACILITIES</p> <p>d. <input type="checkbox"/> INDUSTRIAL WASTE TREATMENT FACILITIES</p> <p>e. <input checked="" type="checkbox"/> OUTFALL &amp; HEADWALL existing</p> <p>f. <input type="checkbox"/> STREAM CROSSING</p>	<p>2. The Discharge of</p> <p>a. <input checked="" type="checkbox"/> TREATED</p> <p><input type="checkbox"/> UNTREATED</p> <p>b. <input type="checkbox"/> INDUSTRIAL WASTE</p> <p><input type="checkbox"/> MINE DRAINAGE</p> <p><input checked="" type="checkbox"/> SEWAGE</p>	<p>3. The Operation of <u>N/A</u></p> <p><input type="checkbox"/> MINE MAXIMUM AREA TO BE DRAINAGED _____</p> <p><input type="checkbox"/> DAM</p> <p>4. An Erosion and Sedimentation Control Plan <input checked="" type="checkbox"/></p> <p>PROJECT AREA IS _____ ACRES</p>
<p>5. Nature of Discharge or Impoundment</p> <p><input checked="" type="checkbox"/> DISCHARGE TO SURFACE WATER <input type="checkbox"/> DISCHARGE TO GROUND WATER</p> <p><input type="checkbox"/> IMPOUNDMENT <u>Zent Branch Chester Creek</u></p> <p>(Name of Stream to which discharged or drainage area on which ground water discharge takes place or impoundment is located).</p>		

F. You are hereby authorized to construct, operate or discharge, as indicated above, provided that you comply with the following:

- All representations regarding operations, construction, maintenance and closing procedures as well as all other matters set forth in your application and its supporting documents (Application No. 1575402 March 25, dated JANUARY 15, 1975), and amendments dated February 14, 1975. Such application, its supporting documents and amendments are hereby made a part of this permit.
- Conditions numbered 1, 2, 9, 11, 22, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 18, 29, 30, 31 of the SEWERAGE Standard Conditions dated 1972 which conditions are attached hereto and are made a part of this permit.
- Special condition(s) designated I This permit is also subject to the Standard Conditions Relating to Erosion Control (1973). which are attached hereto and are made a part of this permit.

- G. The Authority granted by this permit is subject to the following further qualifications:
- If there is a conflict between the application or its supporting documents and amendments and the standard or special conditions, the standard or special conditions shall apply.
  - Failure to comply with the Rules and Regulations of the Department or the terms or conditions of this permit shall void the authority given to the permittee by the issuance of the permit.
  - This permit is issued pursuant to the Clean Streams Law, The Act of June 22, 1937, P.L. 1987 as amended and/or the Water Obstruction Act of June 25, 1913, P.L. 555 as amended.
- Issuance of this permit shall not relieve the permittee of any responsibility under any other law.  
THIS PERMIT MUST BE RECORDED IN THE RECORDER OF DEEDS OFFICE IN CHESTER COUNTY.
- PERMIT ISSUED DEPARTMENT OF ENVIRONMENTAL RESOURCES

DATE 1/175 BY C. J. Decker  
TITLE Regional Sanitary Engineer

COMMONWEALTH OF PENNSYLVANIA



DEPARTMENT OF ENVIRONMENTAL RESOURCES  
1875 New Hope Street  
Norristown  
631-2405

CERTIFIED MAIL 793675

Westtown Sewer Company  
42 East Baltimore Pike  
Medix, Pennsylvania 19063

April 7, 1975

ATTENTION: Peter Anthony DeFeo  
President

Subject: Sewerage Permit No. 1575402  
Westtown Sewage Treatment Plant  
Westtown Township  
Chester County

Gentlemen:

Subject permit is enclosed.

Please study the permit carefully and direct any questions to the Facilities Section of this office.

To become operative this permit must be recorded in the Office of the Recorder of Deeds in the county in which the discharge is located. Enclosed is a certificate and pre-addressed envelope for this purpose. Please have the Recorder of Deeds accomplish the certificate and return it within ten (10) days.

Very truly yours,  
*C. T. Beechwood*

C. T. Beechwood  
Regional Sanitary Engineer

Enclosures: Permit, Standard Conditions Relating to Sewerage, Standard Conditions Relating to Erosion Control, Recorder of Deeds Certificate, Notary Public Certificate  
cc: Division of Management Services  
Ralph S. Bunn  
Chester County Health Department  
Delaware River Basin Commission

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL RESOURCES

STANDARD CONDITIONS RELATING TO SEWERAGE - 1972

ONE: All relevant and non-superseded conditions of prior sewerage or water quality management permits or orders issued to the herein named permittee or his predecessor shall continue in full force and effect and together with the provisions of this permit shall apply to his successors, lessees, heirs, and assigns.

TWO: During construction no radical changes shall be made from the plans, designs, and other data herein approved unless the permittee shall first receive written approval thereof from the Department. The sewerage facilities shall be constructed under expert engineering supervision and competent inspection.

THREE: Sewers herein approved shall have tight, well-fitting joints, shall be laid with straight alignment and grade and shall have smooth interior surfaces. The sewers shall have adequate foundation support as soil conditions require. Special care shall be taken in construction of sewers under deep or shallow cover and under other conditions which impose extra hazards to sewer stability. Trenches shall be back-filled such that the sewers will have proper structural stability, with minimum settling and adequate protection against breakage. Concrete used in connection with these sewers shall be protected until cured from injury by water, freezing, drying or other harmful conditions.

FOUR: Manholes shall be placed and constructed as shown upon the herein approved plans except, that if not already so provided, they shall be placed on all sewers at junctions, at each change in grade or alignment, at summit ends, and upon straight lines at intervals not exceeding four hundred feet, or wherever necessary to permit satisfactory entrance to and maintenance of the sewers; manhole inverts shall be so formed as to facilitate the flow of the sewage and to prevent the stranding of sewerage solids, and the whole manhole structure shall have proper structural strength and be so constructed as to prevent undue infiltration, entrance of street wash or grit, and to provide convenient and safe means of access and maintenance.

FIVE: No storm water from pavements, area ways, roofs, foundation drains or other sources shall be admitted to the sanitary sewers herein approved.

SIX: Attention is directed to the necessity of having a qualified person make a proper study of all industrial wastes discharging or proposed for discharge to the public sewer systems, to determine what degree of preliminary treatment is necessary before these waste may be discharged to the sewer system so that the wastes will not prejudicially affect the sewerage structure or their functioning or the process of sewage treatment.

SEVEN: The permittee shall adopt and enforce an ordinance or otherwise require all occupied buildings on premises accessible to a public sewer used in conformity with the requirements of State Law, to be connected thereto; also require the abandonment of privies, cesspools or similar receptacles for human excrement on said premises.

EIGHT: The herein approved and previously constructed sewers shall be maintained in good condition, by repair when necessary and kept free from deposits by flushing or other proper means of cleaning.

NINETEEN: The sewage treatment works shall be operated by a competent person or persons. In this connection attention is directed to the necessity for expert advice and supervision over the operation of the sewage treatment works in order to secure efficiency of operation and protection to the waters of the Commonwealth. To this end the permittee shall place the operation of the sewage treatment works under the control of the designer of the works or some other person expert in the operation of sewage treatment works, for at least one year after completion thereof and report submitted. The sewage treatment works shall be operated by a operator certified in accordance with the Sewage Treatment Plant and Water Works Operators Certification Act, Act No. 322 approved November 18, 1968 as amended.

TWENTY: The right to discharge the effluent from the herein approved sewage treatment works into the waters of the Commonwealth is contingent upon such operation of these works as will at all times produce an effluent of a quality satisfactory to the Department. If, in the opinion of the Department, these works are not so operated or if by reason of change in the character of wastes or increased load upon the works, or changed use or condition of the receiving body of water, or otherwise, the said effluent ceases to be satisfactory for such discharge, then upon notice by the Department the right herein granted to discharge such effluent shall cease and become null and void unless within the time specified by the Department, the permittee shall adopt such remedial measures as will produce an effluent which, in the opinion of the Department, will be satisfactory for discharge into the said receiving body of water.

TWENTY-ONE: 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 insufficiently 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 conspicuously proper warnings of a permanent and easily legible character and shall provide for the thorough instruction of all employes concerning the aforesaid hazards and in first aid and emergency methods of meeting such hazards and shall further provide, in a conveniently accessible place, all necessary equipment and material therefor.

TWENTY-TWO: Cross connections between a potable water supply and a sewerage system constitute a potential danger to the public health. Therefore, all direct and indirect connections whereby under normal or abnormal conditions the potable water supply may become contaminated from an inferior water supply, from any unit of the sewage treatment works, or by any appurtenance thereof or from any part of a sewerage system, are hereby specifically prohibited. The permittee is further warned against permitting to be made permanent any temporary connection with a potable supply designed to be held in place while being used for flushing or other purposes, and is also cautioned against the danger of back siphonage through portable hose lines and similar avenues of possible contamination.

TWENTY-THREE: Effective disinfection to control disease producing organisms shall be the production of an effluent which will contain a concentration not greater than 200/100 ml of Fecal Coliform organisms as a geometric average value nor greater than 1,000/100 ml of these organisms in more than 10% of the samples tested.

TWENTY-FOUR: The approval herein granted for sewers is limited to the right to construct the sewers, but approval of connection there to is specifically withheld until such time approval for use thereof is granted by the Department.

THIRTY-TWO: The local waterways patrolmen of the Pennsylvania Fish Commission shall be notified when the construction of the stream crossing and outfall is started and completed. A permit must be secured from the Pennsylvania Fish Commission if the use of explosives is required. The permittee shall notify the local waterways patrolmen when explosives are to be used.

THIRTY-THREE: If future operations by the Commonwealth of Pennsylvania require modification of the stream crossing and/or outfall or there shall be unreasonable obstruction to the free passage of floods or navigation, the permittee shall remove or alter the structural work or obstruction without expense to the Commonwealth of Pennsylvania. If upon the revocation of the permit, the work shall not be completed, the permittee, at his own expense and in such time and manner as the Department may require, shall remove any or all portions of the incompletd work and restore the watercourse to its former condition. No claim shall be made against the Commonwealth of Pennsylvania on account of any such removal or alteration.



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL RESOURCES

1875 New Hope Street  
Norristown, PA 19401  
215 270-1975

FEB 07 1991

REC'D FEB 15 1991

Evelyn L. Groff, Secretary  
Westtown Township  
1081 Wilmington Pike  
P.O. Box 79  
Westtown, PA 19395

Re: Act 537 UPDATE  
Westtown Township  
Chester County

Dear Ms. Groff:

As a follow-up to our January 18, 1991 meeting, we are providing this correspondence. To aid in your plans preparation.

We have identified several general issues of concern to Westtown Township, as they relate to the completion of the Westtown Township Act 537 update. Specifically:

1. Sewage Facilities Alternatives - The township has retained the services of the Brandywine Conservancy to evaluate the spray irrigation alternative.
2. Institutional Arrangements Alternatives - The Department urges Westtown Township to take the lead in the Township by being permittee of Sewage Facilities, even though it may be owned by a private entity.
3. Scope of Update - The Department recommends Westtown Township to focus its alternatives evaluation to those areas in the municipality needing improved sewage facilities within a 5 year period. Needs beyond the 5 year period, need only general analysis at this time.

Westtown Township must clearly delineate its sewage disposal needs including an evaluation of existing problem areas, accounting of approved development plans and analysis of speculative growth.

4. Standard of Approval for Land Application Alternative - If the spray irrigation option is selected, the level of detail of evaluation must be sufficient to eliminate all insurmountable problems with implementing the alternative. The information required includes, very detailed flow projections, Department verified soils investigations, Department approved hydrogeologic assessments, and appropriate municipal institutional arrangement.

FEB 07 1991

Evelyn L. Groff, Secretary

- 2 -

Regarding the immediate problem of limitations on permit issuance in the eastern portion of Westtown Township due to the Department identified projected hydraulic overload at the Westtown Sewer Company, we offer the following comments:

1. Because of the active role Westtown Township Officials have taken in the process to update their official sewage facilities plan, the Department can consider short term mitigation of the dilemma.
2. Westtown Township and Westtown Sewer Company can jointly allocate the remaining capacity at the Westtown Sewer Company provided a report is submitted to and approved by the Department about how the limited available capacity will be allocated. Connections must be limited to remaining capacity as determined as the difference between the permitted capacity and the 3 months maximum average flow, over the past year.

However, as a result of a recent Department inspection of the facility, (copy of inspection report attached) significant questions exist as to the validity of the flow records provided. as such, the submitted "connection of available capacity" report must provide full explanation of the flow record inconsistency.

Further, it may benefit the interests of all concerned, the Westtown Sewer Company, the developers affected by the limitations on connections, and Westtown Township to seriously consider the immediate installation of new flow measurement facilities. The flow measurement device should be capable of indicating, recording and totalizing flow on a continuous basis.

Finally, as requested enclosed please find copies of the Westtown Sewer Company's NPDES Permit# 0031771 and their existing part II permit# 1575402.

If you should have any questions please feel free to call me or John M. Veneziaie of my staff at 215 270-1971.

Very truly yours,

*GLENN K. STINSON*

GLENN K. STINSON, R.S.  
Sewage Facilities Consultant

cc: Chester County Health Department  
Chester County Planning Commission  
Westtown Sewer Company  
Planning Section  
Re 30 (4)28.19

### Section A: National Data System Coding

Transaction Code	NPDES	Yr/Mo/Day	Inspection Type	Inspector	Fac Type
1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 5	3 P A 00317711	12 9 10 205 17	18 <input checked="" type="checkbox"/>	19 <input checked="" type="checkbox"/> S	20 <input type="checkbox"/> 1

### Section B: Facility Data

Name and Location of Facility Inspected <i>Westtown Sewer Co</i>		Entry Time/Date <i>11:20 2-5-91</i>	Permit Effective Date <i>7-10-95</i>
<i>Westtown Rd</i>		Exit Time/Date <i>2:00 2-5-91</i>	Permit Expiration Date <i>7-10-90</i>
Municipality <i>Westtown</i>	County <i>Chester</i>	Title <i>OWNER</i> <span style="float: right;">(renewal received)</span>  Telephone <i>565-2000</i>	
Name, Address of Responsible Official <i>Peter DeFec</i>			
<i>P.O. Box 2000</i>			
<i>Media Pa 19063</i>		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

### Section C: Areas Evaluated During Inspection

(S = Satisfactory, I = Improvement Needed, U = Unsatisfactory, D = Does Not Apply, Blank = Not Evaluated)

<u>S</u> Permit Verification	<u>U</u> Flow Measurement	<u>I</u> Effluent/Receiving Waters
_____ Compliance Schedule	_____ Laboratory/QA	_____ Operation/Maintenance
_____ Records/Reports	<u>U</u> Self-Monitoring Program	_____ Pretreatment
_____ Other (Specify): _____		

### Section D: Summary of Violations/Recommendations/Comments (Attach additional sheets if necessary)

*overflow from influent not reported. <sup>NOT</sup> All treatment units are operating properly as designed, chlorine storage unacceptable, solids <sup>are</sup> on the ground. Daily pH not taken as required, D.O. pH, Cl<sub>2</sub> are not measured using acceptable methods, flow measurement inadequate, two valid operators workbooks are not posted.*

*- violations of NPDES permit and PA Clean streams Law. -*

Inspector Name <i>To Ann Dolchak</i>	Inspector Signature <i>To Ann Dolchak</i>	Title <i>WQS</i>	Date <i>3-5-91</i>
			Telephone <i>215 270-1975</i>
Name of Person interviewed <i>William Root</i>	Signature of Person Interviewed <i>Copy left in operators building</i>	Title	Date
			Telephone

THIS DOCUMENT IS OFFICIAL NOTIFICATION THAT A REPRESENTATIVE OF THE DEPARTMENT OF ENVIRONMENTAL RESOURCES, BUREAU OF WATER QUALITY MANAGEMENT, INSPECTED THE ABOVE FACILITY. THE FINDINGS OF THIS INSPECTION ARE SHOWN ABOVE AND ON ANY ATTACHED PAGES.

ANY VIOLATIONS WHICH WERE UNCOVERED DURING THE INSPECTION ARE INDICATED. VIOLATIONS MAY ALSO BE DISCOVERED UPON EXAMINATION OF THE RESULTS OF LABORATORY ANALYSES OF THE DISCHARGE AND REVIEW OF DEPARTMENT RECORDS. NOTIFICATION WILL BE FORTHCOMING, IF SUCH VIOLATIONS ARE NOTED.

## Additional Comments

There was an overflow of sewage in the ground from the influent line on January 1, 1991. This was caused by the comminutor which flows causing solids to accumulate and block flow. There's evidence of the overflow today - solids on the grounds. The overflow was not reported to this Department. The comminutor was taken out for repair and is still out today.

Solids are accumulated on the wet well (at lift pumps). Two lift pumps are on-line. Both are needed to handle daily flow. The aeration tank has one mechanical mixer in the center allowing some dead space and foam accumulation at the sides. Some pin flow is evident going over weirs of the clarifier. Solids are on the ground near the sludge control tank from a broken sludge return line. All solids removed from tanks (i.e. clarifier) should be containerized when removed and not dropped on the ground. The gravity filters are not used - haven't been for several months. They weren't working well and were ~~broken~~ <sup>by-passed</sup>.

The integrity of all the tanks and pipes is questionable. Tanks have cracks, piping leaks, walkways are rusting.

Chlorine storage is inadequate - no fan, no light switch, plumbing does not seal. There's a hole near the floor on the wall. The post aeration tank has unequal air. Some diffusers aren't operating. Oil/film is on the tanks.

Samples are not refrigerated during compositing. Samples are collected by operator and picked up by Cedar Grove Labs for analysis. There's no proper equipment <sup>here</sup> for D.O. pH measurement. Last pH was taken on Sunday 2/3/91 although operator logs shows numbers for 2/4 and 2/5 which makes the validity of these numbers questionable.

The flow meter is ~~not~~ not adequate to record plant flow. The ~~low~~ plant flow causes the meter to reach capacity several times a day and the flow chart is not properly recording flow measurement. Pin flow/solids <sup>(S.D.)</sup> are noticeable.

the influent and flow of final effluent.

(Sample taken at influent)

Permit No: PA 0031771

Date: 2-5-91

OPERATION AND MAINTENANCE CHECKLIST

- 1. Standby power or other equivalent provision is provided.
- 2. Adequate alarm system for power or equipment failures is available.
- 3. Operating schedules are established.
- 4. Plan for emergency treatment control is established.
- 5. Maintenance record system exists and includes:
  - a. As-built drawings
  - b. Maintenance log
  - c. Repair log
- 6. Required number of appropriately certified operators: \_\_\_\_\_. (Indicate names and certificate numbers)
 

G. H. Capriola 51818 - E-3 - special exp. 6-30-01

P. A. DeLeo 51947 - expired
- 7. Established procedures are available for training new operators.
- 8. Spare parts and supplies inventory and major equipment specifications are maintained.
- 9. Instructions are kept for operation and maintenance of each item of major equipment.
- 10. Operation and maintenance manual is available and kept up-to-date.
- 11. Routine and preventive maintenance are scheduled/performed on time.
- 12. Controlled diversions and overflow are maintained and recorded.
- 13. Plant performance not affected by organic or hydraulic overloads.

Treatment Process

Treatment Units	Number of Units				Treatment Units	Number of Units			
	Total	On Line	Operable	Inoperable		Total	On Line	Operable	Inoperable
Bar Screen	1	1	1		Sludge Holding Tank	1	1	1	
Comminutor	1	0	0	1	Scum Holding Tank	1			
<del>Grit Chamber</del>	1	no grit chamber							
Lift Station	1	1	1						
Aeration Tanks	2	1	0	1					
Clarifiers	2	1	1	1					
Sand Filters	8	0	0	8					
Chlorinator	1	1	1						
Control Tanks	1	1	1						

S = Satisfactory      I = Improvement Needed      U = Unsatisfactory  
 Blank = Not Evaluated      D = Does Not Apply

Permit No: PA 00317-1  
 Date: 2-5-01

EFFLUENT/RECEIVING WATERS EVALUATION

Stream Name E. Branch of Chester Creek

Upstream Conditions/Location:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Field Measurements:

Flow \_\_\_\_\_ c.f.s.  
pH \_\_\_\_\_ su  
Dissolved Oxygen \_\_\_\_\_ mg/L  
Chlorine Residual \_\_\_\_\_ mg/L  
Temperature \_\_\_\_\_ °C  
DER Collector Number \_\_\_\_\_

Outfall Number: 001

effluent - pin disc and  
visible solids  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Field Measurements:

Flow \_\_\_\_\_ mg/d  
pH 7.7 su  
Dissolved Oxygen 12.8 mg/L  
Chlorine Residual 2.5 mg/L  
Temperature 12.9 °C  
DER Collector Number 0104221

Downstream Conditions/Location:

Coam is evident - concentrated  
about 50' downstream  
of outfall  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Field Measurements:

Flow \_\_\_\_\_ c.f.s.  
pH \_\_\_\_\_ su  
Dissolved Oxygen \_\_\_\_\_ mg/L  
Chlorine Residual \_\_\_\_\_ mg/L  
Temperature \_\_\_\_\_ °C  
DER Collector Number \_\_\_\_\_

Outfall Number: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Field Measurements:

Flow \_\_\_\_\_ mg/d  
pH \_\_\_\_\_ su  
Dissolved Oxygen \_\_\_\_\_ mg/L  
Chlorine Residual \_\_\_\_\_ mg/L  
Temperature \_\_\_\_\_ °C  
DER Collector Number \_\_\_\_\_

Downstream Conditions/Location:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Field Measurements:

Flow \_\_\_\_\_ c.f.s.  
pH \_\_\_\_\_ su  
Dissolved Oxygen \_\_\_\_\_ mg/L  
Chlorine Residual \_\_\_\_\_ mg/L  
Temperature \_\_\_\_\_ °C  
DER Collector Number \_\_\_\_\_

Permit No: PA 0031771  
Date: 2-5-91

WASTEWATER TREATMENT PLANT  
EXPANSION EVALUATION

WESTTOWN SEWER COMPANY  
MEDIA, PENNSYLVANIA

JUNE 1986

REVISED  
JUNE 1988

BUCKART-HORN, INC., CONSULTING ENGINEERS AND PLANNERS  
55 South Richland Avenue, P.O. Box M-55, York, Pennsylvania 17405

## TABLE OF CONTENTS

	<u>PAGE</u>
I. INTRODUCTION	1
II. CURRENT WASTELOAD CHARACTERISTICS AND PLANT PERFORMANCE	1
III. EXISTING THEORETICAL TREATMENT PROCESS CAPACITIES	3
IV. SOLIDS MASS BALANCE	5
V. EXPANSION TO 0.53 MGD	6
VI. EXPANSION TO 0.96 MGD	9
VII. EXPANSION TO 1.36 MGD	12
VIII. CONCLUSIONS AND RECOMMENDATIONS	16

### ATTACHMENT A - LAB ANALYSES

EXHIBIT NO. 1	SOLIDS MASS BALANCE	CURRENT CONDITIONS
EXHIBIT NO. 2	SOLIDS MASS BALANCE	DESIGN CONDITIONS
EXHIBIT NO. 3	SOLIDS MASS BALANCE	0.53 MGD EXPANSION
EXHIBIT NO. 4	SOLIDS MASS BALANCE	0.96 MGD EXPANSION
EXHIBIT NO. 5	SOLIDS MASS BALANCE	1.36 MGD EXPANSION

## I. INTRODUCTION

This study has been prepared for the purpose of evaluating the potential for expansion of the Westtown Wastewater Treatment Plant. The flow scheme and treatment processes contained in this plant are presented in the Solids Mass Balances included as Exhibits Nos. 1 through 5.

Each existing treatment process has been evaluated for treatment capacity and efficiency in accordance with the current PA DER's Design Guidelines for Wastewater Treatment Plants. The findings, conclusions and recommendations of this evaluation are discussed in the subsequent report sections.

## II. CURRENT WASTELOAD CHARACTERISTICS AND PLANT PERFORMANCE

The existing plant hydraulic and organic permitted loadings per NPDES Permit No. 0031771 and minimum required removal efficiencies of 85% are listed below:

Flow	0.29 MGD
BOD	220 mg/l, 532 lbs. per day (PPD)
Suspended Solids (SS)	200 mg/l, 484 PPD

As part of this study, three 8 hour composite wastewater samples were collected and tested for various parameters. The testing results for the three samples are included as Attachment A and indicate typical values for domestic wastewater.

Current records indicate an average daily flow of 0.20 MGD and average influent BOD concentration of less than 200 mg/l. At present, one half of the activated sludge processes in the plant are in operation. In addition, the Discharge Monitoring Reports (DMR) submitted to DER/EPA over the past year show the plant performance to be within the NPDES limits. These facts indicate that additional available capacity exists within the existing plant.

An inspection of equipment and tankage at the treatment plant was conducted to determine the condition and suitability of equipment and to confirm treatment unit sizes and capacities. Existing as-built plans suggest the aeration basin diameter to be 100 feet. Field measurements verify these tanks to be 88 feet in diameter which results in a 198,000 gallon/tank difference in volume. The remaining unit sizes were indicative of what is shown on the As-Built Plans.

The gravity sand filters are out of service and require maintenance and repair prior to being put back into operation.

One of the two final clarifiers is currently in operation at the plant. A high sludge blanket was observed during the site visit (April 10, 1986) with slight solids overflow into the effluent. Solids management will eliminate this problem.

### III. EXISTING THEORETICAL TREATMENT PROCESS CAPACITIES

To determine the treatment capacity of the individual existing processes, field dimensions were taken and equipment information obtained. The process capacities were then calculated following the current design guidelines found in PA DER's Sewerage Manual, 6th Edition dated January 1983, using influent concentrations of BOD and ammonia of 220 mg/l and 15 mg/l respectively. Individual process capacities are listed in Table III - 1, Theoretical Treatment Process Unit Capacities.

TABLE III - 1  
THEORETICAL TREATMENT PROCESS UNIT CAPACITIES \*

<u>TREATMENT PROCESS UNIT</u>	<u>MAXIMUM AVERAGE DAILY FLOW (MGD)</u>
Grit Chamber	2.47
Fixed Bar Screen	7.79
C#minutor	2.00 **
Main Lift Pumps:	
With Standby Facilities	0.21
Without Standby Facilities	0.29 +
Aeration Basins	1.36
Aerators:	
Oxygen Transfer	1.45
Mixing	1.19
Final Clarifiers	0.96
Gravity Sand Filters	2.04
Chlorine Contact Tank	2.46
Gas Chlorinator	0.38
Aerobic Digester	0.53
Blowers	0.29

\* Capacities based on current PA DER Design Guidelines and an average BOD concentration of 220 mg/l and ammonia concentration of 15 mg/l. The unit capacities listed are per individual process and not system capacities.

\*\* The comminutor capacity was estimated at 2.0 MGD based on its measured physical dimensions. Nameplate and manufacturer information are not available.

Through field measurements, it was determined that the main lift pumps have a capacity of 0.214 MGD each. Pump manufacturer and model number were not available but it is assumed that the two pumps operating simultaneously would have a capacity in excess of 0.29 MGD. Therefore, the main lift station is the first flow limiting plant process. Additional pumps or pump replacement is required to increase this process capacity.

The blowers which supply air to the aerated holding tank are adequate for current sludge production and operation of the return sludge air lifts. These blowers, however, must also provide air for the air scour mode of the gravity sand filter backwash cycle when the filters are in operation. Therefore, these units are limited to design flow.

The next limiting process unit is the gas chlorinator which is capable of disinfecting 0.38 MGD. By changing the rotometer to a greater capacity, an increase in flow can be realized with a minimum in capital costs.

The aerobic digester (aerated sludge holding tank) has a sludge treatment capacity equal to that quantity of sludge produced from a plant flow of 0.53 MGD making it the fourth limiting process. Additional tank volume (tankage) is required to increase the capacity of this limiting process.

Surface loading to the final clarifiers limits their hydraulic flow to 0.96 MGD. This is based on a surface loading of 500 gallons per day per square foot (GPD/SF). To realize additional capacity would require the installation of

another final clarifier and would require a major capital expenditure.

The mixing ability of the mechanical aerators is limited to a flow of 1.19 million gallons per day. Increased capacity may be obtained by increasing aerator horsepower.

#### IV. SOLIDS MASS BALANCE

To further investigate unit process capacities, a solids mass balance was performed for the plant on five different conditions:

1. Current Condition (0.20 MGD)
2. Design Condition (0.29 MGD)
3. Expansion Condition (0.53 MGD)
4. Expansion Condition (0.96 MGD)
5. Expansion Condition (1.36 MGD)

The 0.53 MGD and 0.96 MGD were selected since they represent the maximum flow that all critical treatment processes can safely treat without major modifications and capital expenditures. The 1.36 MGD expansion was selected because it represents the limit of the aeration tanks and is more in-line with future flow projections.

The solids mass balance for each of the five conditions is presented in Exhibits No. 1 through 5. The mixed liquor suspended solids concentration (MLSS), food to microorganism ratio (F/M) and clarifier solids loading rates are all within acceptable limits in each mass balance. These solids mass balances also assume no reduction in BOD or SS through the chlorine contact tank.

For all expansion alternatives it was assumed the existing effluent standards set forth in the NPDES permit will be in effect.

#### V. EXPANSION TO 0.53 MGD

This scheme would require the main lift station to be upgraded from 0.21 MGD to 0.53 MGD. Two 5 horsepower submersible pumps are proposed to replace the existing pumps and would lift raw sewage to the existing aeration basins. Only one of the two aeration basins would be in service since one is adequately sized to treat the 0.53 MGD flow.

The final clarifier presently out of service would have to be put into operation to efficiently treat the additional flow. In addition, the return sludge system would be modified to include telescopic valves and submersible pumps installed in the sludge control box. This modification is proposed in order to improve return sludge flow control and to maintain proper sludge blanket levels in the final clarifiers.

The solids mass balance for each of the five conditions is presented in Exhibits No. 1 through 5. The mixed liquor suspended solids concentration (MLSS), food to microorganism ratio (F/M) and clarifier solids loading rates are all within acceptable limits in each mass balance. These solids mass balances also assume no reduction in BOD or SS through the chlorine contact tank.

For all expansion alternatives it was assumed the existing effluent standards set forth in the NPDES permit will be in effect.

#### V. EXPANSION TO 0.53 MGD

This scheme would require the main lift station to be upgraded from 0.21 MGD to 0.53 MGD. Two 5 horsepower submersible pumps are proposed to replace the existing pumps and would lift raw sewage to the existing aeration basins. Only one of the two aeration basins would be in service since one is adequately sized to treat the 0.53 MGD flow.

The final clarifier presently out of service would have to be put into operation to efficiently treat the additional flow. In addition, the return sludge system would be modified to include telescopic valves and submersible pumps installed in the sludge control box. This modification is proposed in order to improve return sludge flow control and to maintain proper sludge blanket levels in the final clarifiers.

The gas chlorinator would be modified by the installation of a higher capacity rotometer in order to disinfect the increased wastewater flow. The replacement of a rotometer represents a minor modification.

A telescopic valve would be installed in the existing aerobic digester for the purpose of supernatant draw-off. The supernatant would flow to the main lift station and be returned to the aeration basin for treatment.

This modification is proposed to concentrate the sludge in the aerobic digester and decrease the volume of sludge for final disposal.

The estimated costs associated with this expansion are presented in Table V-1.

TABLE V - 1

ESTIMATED COST OF THE 0.53 MGD EXPANSION

ESTIMATED CONSTRUCTION COST:

Chlorinator Rotometer Replacement	\$ 750
Main Lift Pump Station:	
Pump Replacement	7,800
Additional Wetwell	8,000
Digester Supernatant Withdrawal:	
Telescopic Valve	3,200
Piping	180
Return Sludge System Modifications:	
Telescopic Valves	6,400
Return Sludge Pumps	<u>5,800</u>
Subtotal	\$ 32,130
Contingency @ 15%	<u>4,820</u>
Total Construction Cost	\$ 36,950

ESTIMATED ASSOCIATED PROJECT COSTS:

Engineering, Legal, Financing @ 25% of Construction Cost	\$ 9,240
Estimated Total Capital Cost	<u>\$ 46,190</u>

## VI. EXPANSION TO 0.96 MGD

This scheme would require the main lift station to be upgraded from 0.21 MGD to 0.96 MGD. The existing submersible pumps would be replaced with three 5 horsepower pumps which would direct flow to both aeration basins for treatment. Additional yard piping (force main) would be necessary to connect the aeration basin which is currently out of service with the main lift station. Both final clarifiers would be placed in service.

As mentioned in the 0.53 MGD expansion, the gas chlorinator would have to be replaced with a higher capacity rotometer.

Sludge generation from the additional plant flow would exceed the existing treatment capacity of the aerobic digester. Currently, the aerobic digester is capable of treating the sludge produced by 0.53 MGD of flow with a BOD concentration of 220 mg/l. In order to treat the sludge produced by 0.96 MGD, an additional tank with an effective volume of 5,500 cubic feet would be required. A tank of this volume would be 22.3' x 22.3' x 13.0' deep which includes 2.0' freeboard. Air piping and diffusers would be installed in the tank to provide aeration and mixing. A telescopic valve would be installed in both the existing aerobic digester and the new digester for supernatant draw-off. This supernatant would drain to the main lift station.

The return activated sludge lift station would be modified as described for the 0.53 MGD expansion. Providing 100% recycle would require two 3 horsepower

submersible pumps placed in the existing sludge control box. Telescopic valves would also be installed in the sludge control box to regulate the return rate and the sludge blanket levels in the final clarifiers.

All submersible pumps would be provided with slide rails for ease of removal for maintenance and repair.

The estimated costs for the 0.96 MGD expansion are presented in Table VI-1.

TABLE VI - 1

ESTIMATED COST OF THE 0.96 MGD EXPANSION

ESTIMATED CONSTRUCTION COST:

Chlorinator Modification \$ 1,000

Main Lift Pump Station:

Pump Replacement 11,700  
 Additional Wetwell 8,000  
 Piping 2,160

Digester Modifications:

Additional Tank (5500 CF) 34,000  
 Telescopic Valves for Supernatant Withdrawal 6,400  
 Sludge and Supernatant Piping 3,600  
 Air Piping and Diffusers 5,750

Return Sludge System Modifications:

Telescopic Valves 6,400  
 Return Sludge Pumps 10,400

Subtotal \$ 89,410

Contingency @ 15% 13,410

Total Construction Cost \$102,820

ESTIMATED ASSOCIATED PROJECT COSTS:

Engineering, Legal, Financing @ 25% of Construction Cost 25,700

Estimated Total Capital Cost \$128,520

## VII. EXPANSION TO 1.36 MGD

This scheme would require the main lift station to be upgraded from 0.21 MGD to 1.36 MGD. The existing submersible pumps and wet well would be replaced. Three (3) 14 horsepower submersible pumps, each capable of pumping 1191 GPM, would be placed in a new cast-in-place concrete wet well measuring 22' X 22' X 9.5' deep. Additional yard piping (force main) would be required to direct flow to both aeration basins.

The existing 40 HP mechanical aerators in the aeration basin are capable of aerating a daily flow of 1.45 million gallons but are capable of mixing only 1.19 MGD. Therefore, 60 horsepower mechanical aerators will have to be installed in order to satisfy the mixing requirement for 1.36 MGD.

The two (2) existing final clarifiers have a process limitation of 0.96 MGD. A third clarifier, 40 feet in diameter, is proposed to expand the clarifying ability to 1.36 MGD. In order to implement a third clarifier, a flow splitting box will be required to collect flow from the two (2) aeration basins and evenly divide the flow to the three (3) clarifiers.

Similar to the previous expansion schemes, the existing gas chlorinator would have to have its rotometer replaced with one of a higher capacity. At the expanded flow of 1.36 MGD, it is projected that a fresh 150 pound chlorine gas cylinder will be required every two (2) days. Therefore, additional storage space should be provided to store an adequate supply of chlorine. This would

require a 6' X 10' X 7' high fiberglass shelter on a concrete slab. The existing chlorine room would remain intact.

The return activated sludge lift station would be modified as described in the previous schemes. This would require similar pumps, pipes, and telescopic valves.

Sludge generation from the additional plant flow would exceed the existing treatment capacity of the aerobic digester. Currently, the aerobic digester is capable of treating the sludge produced by 0.53 MGD of flow with a BOD concentration of 220 mg/l. In order to treat the sludge produced by 1.36 MGD, an additional tank with an effective volume of 10,658 cubic feet would be required. A tank of this volume would be 31.2' X 31.2' X 13.0' deep which includes 2.0' freeboard. Air piping and diffusers would be installed in the tank to provide aeration and mixing. A telescopic valve would be installed in both the existing aerobic digester and the new digester for supernatant drawoff. This supernatant would drain to the main lift station.

Although the air requirements for air lifts have been eliminated, the existing blowers are not capable of providing the air required by the expanded sludge digesters.

The existing 10 horsepower motors will be replaced with 20 horsepower motors.

This is necessary so one blower can provide all the required air in the event the other blower is inoperable. The existing blowers will be used.

The estimated costs of the 1.35 MGD expansion are presented in Table VII-I

TABLE VII-1  
ESTIMATED COST OF THE 1.36 MGD EXPANSION

ESTIMATED CONSTRUCTION COST:

Chlorinator Modification/Building Main Lift Pump Station	\$ 6,000
Pump Replacement	35,500
Additional Wet Well	30,000
Piping	3,000
Mechanical Aerators	25,000
Final Clarifier	112,800*
Splitter Box	20,000
Digester Modifications	85,000
Additional Tank (10,658 CF)	55,000
Telescopic Valves	9,600
Sludge and Supernatant Piping	5,000
Air Piping and Diffusers	18,000
Blower Upgrade	2,000
Return Sludge System Modifications	
Telescopic Valves	9,600
Return Sludge Pumps	<u>12,000</u>
Subtotal	\$428,500
Contingency @ 15%	64,275
Total Construction Cost	\$492,775

ESTIMATED ASSOCIATED PROJECT COST:

Engineering, Legal, Financing @ 25% of Construction Costs	\$123,194
--	-----------

ESTIMATED TOTAL CAPITAL COST    \$615,969

\* From WSC letter dated May 4, 1986

## VIII. CONCLUSIONS AND RECOMMENDATIONS

### A. CONCLUSIONS

1. The existing treatment plant has been providing good treatment at the current hydraulic and organic loadings.
2. The sand filters are currently out of service and require maintenance prior to being put back into service.
3. The main lift station and blowers are currently the limiting processes with regards to a plant expansion.
4. The limiting treatment processes in order of capacity limit are as follows:

	<u>Capacity</u> (MGD)
a. Main Lift Station	0.29
b. Blowers	0.29
c. Chlorinator	0.38
d. Aerobic Sludge Digester	0.53
e. Final Clarifiers	0.96
f. Mechanical Aerators	1.19
g. Aeration Tanks	1.36

5. Plant expansions from the current permitted 0.29 MGD to 0.53 MGD or to 0.96 MGD are feasible with capital expenditure. The estimated capital outlay associated with these expansions is as follows:

<u>Expansion</u>	<u>Estimated Capital Cost</u>
0.53 MGD	\$ 46,190
0.96 MGD	\$ 128,520

6. A plant expansion above 0.96 MGD to 1.36 MGD would require an additional final clarifier, aerator replacement and other major equipment/tankage modifications.

The estimated capital costs would be \$615,969

## B. RECOMMENDATIONS

1. Consider a multi-step plant expansion. Provide the facilities described in Section V of this report in the initial step expanding the plant to 0.53 MGD. The wet well, however, should be initially built to accommodate the higher anticipated flows. Similarly, the return sludge system could be built and would be used in future expansions of up to 1.36 MGD.

All of the facilities included in the 0.53 MGD expansion would be used in the 0.96 and 1.36 MGD plant expansions.

The plant could then be expanded to 0.96 MGD with the digester modifications described in Section VI. The modifications would then be used in the 1.36 MGD expansion.

2. With either plant expansion option, 0.53 MGD, 0.96 MGD or 1.36 MGD, the present air lift return sludge system should be modified to a telescopic valve/submersible pump system. This modification will provide more control of the return sludge rate and clarifier sludge blankets. This modification would require additional blower capacity to meet air requirement of the air lifts, sludge digestion and sand filter air scour at the proposed expanded plant flows.
3. The required maintenance to make the gravity filters operable should be performed.

## APPENDIX D

# PROPRIETARY INFORMATION

Docket Number A-220006

Appendix D

Name of Document Survey and Analysis  
of West town Sewer Company  
Waste Water Treatment Facility  
for First West town, Inc

Date Document Received 9-19-1997

DOCUMENT CONTAINS

PROPRIETARY INFORMATION

**TOWNSHIP OF WESTTOWN,  
Chester County, Pennsylvania  
Issuer**

**\$3,500,000  
General Obligation Notes, Series of 1997**

**CLOSING AGENDA**

**Closing**

**Date and Time:**

**9:30 A.M. March 3, 1997**

**Place :**

**Pepper, Hamilton & Scheetz LLP  
Via Conference Call**

## PARTICIPANTS

Township of Westtown	Issuer
Gawthrop, Greenwood & Halsted, P.C.	Issuer's Counsel
Dolphin & Bradbury Incorporated	Underwriter
Pepper, Hamilton & Scheetz LLP	Bond Counsel
Downingtown National Bank	Paying Agent

## ACTION TO BE TAKEN AT CLOSING

The following documents or photocopies thereof are to be delivered to the Participants named herein.

	<u>Responsible Party</u>
1. Pennsylvania Local Government Unit Debt Act Proceedings with Certificate of Approval of Pennsylvania Department of Community and Economic Development	Bond Counsel
2. Issuer's General Certificate	Bond Counsel
3. Incumbency and Signature Certificate of Paying Agent	Paying Agent
4. Issuer's Non-Arbitrage Certificate	Bond Counsel
5. Underwriter's Certificate as to Offering Price of Notes	Bond Counsel/ Underwriter
6. Issuer's Counsel Opinion	Issuer's Counsel
7. Closing Receipt	Bond Counsel
8. Bond Counsel's Opinion	Bond Counsel
9. IRS Form 8038-G	Bond Counsel



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT

\$3,500,000.00  
INCREASE OF INDEBTEDNESS  
OF THE  
WESTTOWN TOWNSHIP  
Chester County

The attached proceeding relative to the increase of indebtedness of the above named local government unit has been reviewed by the Department of Community and Economic Development and found to be in conformity with the Constitution and existing laws. Approval pursuant to the Local Government Unit Debt Act, as reenacted and amended, is hereby given.

  
Secretary of Community and Economic Development

APPROVAL NO. GON-9612  
DATED: February 19, 1997

**ORDINANCE  
OF THE  
BOARD OF SUPERVISORS  
OF THE  
TOWNSHIP OF WESTTOWN  
*Chester County, Pennsylvania***

TO AUTHORIZE AND DIRECT THE INCURRING OF NON-ELECTORAL DEBT THROUGH THE ISSUANCE OF A SERIES OF GENERAL OBLIGATION NOTES OF THE TOWNSHIP OF WESTTOWN, CHESTER COUNTY, PENNSYLVANIA (THE "LOCAL GOVERNMENT UNIT") IN THE AGGREGATE PRINCIPAL AMOUNT OF THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000) FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE THE COSTS OF A SEWER SYSTEM CAPITAL IMPROVEMENTS PROJECT AND TO PAY THE COST OF ISSUING THE NOTES, OR ANY OR ALL OF THE SAME; STATING THAT REALISTIC COST ESTIMATES HAVE BEEN MADE FOR THE PROJECT AND AUTHORIZING THE PAYMENT OF OTHER CAPITAL PROJECTS UPON APPROPRIATE AMENDMENT HERETO; STATING THE REALISTIC ESTIMATED USEFUL LIFE OF THE PROJECT FOR WHICH SAID NOTES ARE ISSUED; DIRECTING THE PROPER OFFICERS OF THE GOVERNING BODY TO PREPARE, CERTIFY AND FILE THE REQUIRED DEBT STATEMENT AND BORROWING BASE CERTIFICATE; COVENANTING THAT THE LOCAL GOVERNMENT UNIT SHALL INCLUDE THE AMOUNT OF ANNUAL DEBT SERVICE IN ITS BUDGET FOR EACH FISCAL YEAR; PROVIDING FOR FULLY REGISTERED NOTES, DATE OF THE NOTES, INTEREST PAYMENT DATES, PROVISIONS FOR REDEMPTION AND STATED PRINCIPAL MATURITY AMOUNTS AND FIXING THE RATES OF INTEREST ON SUCH NOTES; AUTHORIZING THE PROPER OFFICERS OF THE LOCAL GOVERNMENT UNIT TO CONTRACT WITH A BANK OR BANK AND TRUST COMPANY FOR ITS SERVICES AS SINKING FUND DEPOSITARY, PAYING AGENT AND REGISTRAR AND STATING A COVENANT AS TO PAYMENT OF PRINCIPAL AND INTEREST WITHOUT DEDUCTION FOR CERTAIN TAXES; PROVIDING FOR THE REGISTRATION, TRANSFER AND EXCHANGE OF NOTES; PROVIDING FOR FACSIMILE SIGNATURES AND SEAL AND AUTHENTICATION; APPROVING THE FORM OF THE NOTES, PAYING AGENT'S AUTHENTICATION CERTIFICATE AND ASSIGNMENT AND PROVIDING FOR CUSIP NUMBERS TO BE PRINTED ON THE NOTES, AWARDING SUCH NOTES AT PRIVATE SALE AND STATING THAT SUCH PRIVATE SALE IS IN THE BEST FINANCIAL INTEREST OF THE LOCAL GOVERNMENT UNIT; CREATING A SINKING FUND; AUTHORIZING AND DIRECTING THE PROPER OFFICERS OF THE ISSUER TO CERTIFY AND TO FILE WITH THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND

ECONOMIC DEVELOPMENT CERTIFIED COPIES OF THE NECESSARY PROCEEDINGS; COVENANTING THAT THE PROCEEDS OF THE NOTES SHALL NOT BE USED IN SUCH A MANNER AS TO CAUSE THE NOTES TO BE ARBITRAGE BONDS UNDER FEDERAL TAX LAW PROVISIONS, MAKING CERTAIN REPRESENTATIONS AND DESIGNATING THE NOTES AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" UNDER FEDERAL TAX LAW PROVISIONS; AUTHORIZING AND DIRECTING THE PROPER OFFICERS OF THE LOCAL GOVERNMENT UNIT TO DO ALL THINGS NECESSARY TO CARRY OUT THE ORDINANCE; AUTHORIZING AND DIRECTING THE PROPER OFFICERS OF THE LOCAL GOVERNMENT UNIT TO PAY ISSUANCE COSTS; AND REPEALING ALL INCONSISTENT ORDINANCES.

The Board of Supervisors (the "Governing Body") of Township of Westtown, Chester County, Pennsylvania (the "Local Government Unit"), pursuant to the Pennsylvania Local Government Unit Debt Act, as amended (the "Act"), hereby ORDAINS AND ENACTS as follows:

**Section 1. Incurrence of Debt; Amount and Purpose of Notes; Realistic Cost Estimates; Other Capital Projects Upon Amendment.** The Governing Body of the Local Government Unit hereby authorizes and directs the incurring of non-electoral debt through the issuance of General Obligation Notes, Series of 1997 (the "Notes") of the Local Government Unit in the aggregate principal amount of Three Million Five Hundred Thousand Dollars (\$3,500,000) to provide funds to pay the costs of a sewer system capital improvements project and to pay the costs of issuing the Notes, or any or all of the same (the "Project").

Realistic cost estimates have been obtained by the Local Government Unit for the Project through estimates made by qualified persons, as required by Section 106 of the Act.

The Local Government Unit hereby reserves the right to undertake components of the Project in such order and at such time or times as it shall determine and to allocate the proceeds of the Notes and other available moneys to the final costs of the Project in such amounts and order of priority as it shall determine; but the proceeds of the Notes shall be used solely to pay the "costs", as defined in the Act, of the Project described herein or, upon appropriate amendment hereto, to pay the costs of other capital projects for which the Local Government Unit is authorized to incur indebtedness.

**Section 2. Realistic Estimated Useful Life.** The realistic estimated useful life of the Project is estimated to be in excess of 20 years and the principal amount of the Notes equal to the separate cost of the Project having a shorter useful life than the period during which the Notes will be outstanding has been scheduled to mature prior to the end of such useful life, and the balance prior to the end of the longest useful life.

**Section 3. Debt Statement and Borrowing Base Certificate.** The Chairman or Vice Chairman of the Governing Body and the Secretary of the Local Government Unit are hereby authorized and directed to prepare and certify a debt statement required by Section 410 of the Act and a Borrowing Base Certificate.

**Section 4. Covenant to Pay Notes.** It is covenanted with the registered owners from time to time of the Notes that the Local Government Unit shall (i) include the amount of the debt service for the Notes for each fiscal year in which such sums are payable in its budget for that year, (ii) appropriate such amounts from its general revenues for the payment of such debt service, and (iii) duly and punctually pay, or cause to be paid, from its sinking fund or any other of its revenues or funds the principal of, and the interest on, the Notes at the dates and places and in the manner stated in the Notes according to the true intent and meaning thereof. For such budgeting, appropriation and payment, the Local Government Unit pledges its full faith, credit and taxing power. As provided by the Act, this covenant shall be specifically enforceable.

**Section 5. Description of Notes; Maturity Schedule; Redemption of Notes; Notices of Redemption.** The Notes shall be in fully registered printed or typewritten form without coupons, shall be numbered, shall be in the denomination of One Hundred Thousand Dollars (\$100,000) or any integral multiple thereof, shall be dated as of March 1, 1997, and shall bear interest from the dates, which interest is payable at the rates provided herein, until maturity or prior redemption, all as set forth in the form of Note attached hereto as Exhibit A and made a part hereof.

The Notes shall bear interest, until maturity or prior redemption, at the rate of 4.50% per annum, and shall mature on March 1, 1999.

**Redemption:** The Notes are subject to redemption prior to maturity at the option of the Local Government Unit, at par plus accrued interest to the date fixed for redemption, in whole or in part, by lot, at any time on and after March 1, 1998.

The Paying Agent (as hereinafter defined) is hereby authorized and directed, upon notification by the Local Government Unit of its option to redeem Notes in whole or in part, to cause a notice of redemption to be given once by first-class United States mail, postage prepaid, or by another method of giving notice which is acceptable to the Paying Agent and customarily used by fiduciaries for similar notices at the time such notice is given, at least thirty (30) days prior to the redemption date, to each registered owner of Notes to be redeemed. Such notice shall be mailed to the address of such registered owner appearing on the registration books of the Paying Agent, unless such notice is waived by the registered owner of the Notes to be redeemed. Any such notice shall be given in the name of the Local Government Unit, shall identify the Notes to be redeemed, including CUSIP numbers, if applicable, which may, if appropriate, be expressed in designated blocks of numbers (and, in the case of partial redemption of any Notes, the respective principal amounts thereof to be redeemed), shall specify the redemption date and the place where such Notes are to be surrendered for payment, shall state the redemption price, and shall state that on the redemption date the Notes called for redemption will be payable and from such redemption date interest will cease to

accrue. Failure to give any notice of redemption or any defect in the notice or in the giving thereof to the registered owner of any Note to be redeemed shall not affect the validity of the redemption as to other Notes for which proper notice shall have been given. The costs incurred for such redemptions shall be paid by the Local Government Unit.

In addition to the notice described in the preceding paragraph, further notice shall be given by the Paying Agent as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

(i) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption, plus (A) the date of issue of the Notes as originally issued; (B) the rate of interest borne by each Note being redeemed; (C) the maturity date of each Note being redeemed; and (D) any other descriptive information needed to identify accurately the Notes being redeemed.

(ii) Each further notice of redemption shall be sent at least twenty-five (25) days before the redemption date by registered or certified mail or overnight delivery service to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Notes (such depositories being Depository Trust Company of New York, New York, Midwest Securities Trust Company of Chicago, Illinois, and Philadelphia Depository Trust Company of Philadelphia, Pennsylvania on the date of execution and delivery hereof) and to one or more national information services that disseminate notices of redemption of obligations such as the Notes (such as Moody's Investors Service, Inc.).

(iii) Such further notice shall be mailed by first class United States mail, postage prepaid, to The Bond Buyer of New York, New York, or to another financial newspaper or journal which regularly carries notices of redemption of other obligations similar to the Notes.

(iv) Upon the payment of the redemption price of Notes being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Notes being redeemed with the proceeds of such check or other transfer.

The notices required to be given by this Section shall state that no representation is made as to the correctness or accuracy of CUSIP numbers listed in such notice or stated on the Notes.

If at the time of the mailing of any notice of redemption the Local Government Unit shall not have deposited with the Paying Agent moneys sufficient to redeem all the Notes called for redemption, such notice shall state that it is conditional, that is, subject to the deposit or transfer of the redemption moneys with the Paying Agent not later than the opening of business on the redemption date, and that such notice shall be of no effect unless such moneys are so deposited.

**Section 6. Paying Agent, Sinking Fund Depositary and Registrar; Payment of Principal and Interest Without Deduction for Taxes.** The proper officers of the Local Government Unit are hereby authorized and directed to contract with Downingtown National Bank, having corporate trust offices in Downingtown, Pennsylvania, for its services as sinking fund depositary, paying agent and registrar with respect to the Notes and such Bank is hereby appointed to act in such capacities with respect to the Notes.

The principal or redemption price of the Notes shall be payable upon surrender thereof when due in lawful money of the United States of America at the corporate trust office of Downingtown National Bank, in Downingtown, Pennsylvania, or at the designated office of any additional or appointed alternate or successor paying agent or agents (the "Paying Agent"). Such payments shall be made to the registered owners of the Notes so surrendered, as shown on the registration books of the Local Government Unit on the date of payment. Interest on the Notes shall be paid by check mailed to the registered owner of such Note as shown on the registration books kept by the Paying Agent, as of the close of business on the fifteenth (15th) day of the calendar month (whether or not a business day) immediately preceding the interest payment date in question (the "Regular Record Date"), irrespective of any transfer or exchange of such Note subsequent to such Regular Record Date and prior to such interest payment date. If the Local Government Unit shall default in the payment of interest due on such interest payment date, such interest shall thereupon cease to be payable to the registered owners of the Notes shown on the registration books as of the Regular Record Date. Whenever moneys thereafter become available for the payment of the defaulted interest, the Paying Agent on behalf of the Local Government Unit shall immediately establish a "special interest payment date" for the payment of the defaulted interest and a "special record date" (which shall be a business day) for determining the registered owners of Notes entitled to such payments; provided, however, that the special record date shall be at least ten (10) days but not more than fifteen (15) days prior to the special interest payment date. Notice of each date so established shall be mailed by the Paying Agent on behalf of the Local Government Unit to each registered owner of a Note at least ten (10) days prior to the special record date, but not more than thirty (30) days prior to the special interest payment date. The defaulted interest shall be paid on the special interest payment date by check mailed to the registered owners of the Notes, as shown on the registration books kept by the Paying Agent as of the close of business on the special record date.

If the date for payment of the principal or redemption price of, and interest on, the Notes shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in each of the cities in which the corporate trust offices of the Paying Agent is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

The principal or redemption price of, and interest on, the Notes are payable without deduction for any tax or taxes, except gift, succession, franchise, excise or inheritance taxes, now or hereafter levied or assessed thereon under any present or future laws of the Commonwealth of

Pennsylvania, all of which taxes, except as above provided, the Local Government Unit assumes and agrees to pay.

**Section 7. Registration, Transfer and Exchange of Notes.** The Local Government Unit shall keep, at the corporate trust office of the Paying Agent, as registrar, books for the registration, transfer and exchange of Notes. The Governing Body hereby authorizes and directs the Paying Agent, as registrar and transfer agent, to keep such books and to make such transfers or exchanges on behalf of the Local Government Unit.

The ownership of each Note shall be recorded in the registration books of the Local Government Unit, which shall contain such information as is necessary for the proper discharge of the Paying Agent's duties hereunder as Paying Agent, registrar and transfer agent.

The Notes may be transferred or exchanged as follows:

(a) Any Note may be transferred if endorsed for such transfer by the registered owner thereof and surrendered by such owner or his duly appointed attorney or other legal representative at the corporate trust office of the Paying Agent, whereupon the Paying Agent shall authenticate and deliver to the transferee a new Note or Notes of the same maturity and in the same denomination as the Note surrendered for transfer or in different authorized denominations equal in the aggregate to the principal amount of the surrendered Note.

(b) Notes of a particular maturity may be exchanged for one or more Notes of the same maturity and in the same principal amount, but in a different authorized denomination or denominations. Each Note so to be exchanged shall be surrendered by the registered owner thereof or his duly appointed attorney or other legal representative at the corporate trust office of the Paying Agent, whereupon a new Note or Notes shall be authenticated and delivered to the registered owner.

(c) In the case of any Note properly surrendered for partial redemption, the Paying Agent shall authenticate and deliver a new Note in exchange therefor, such new Note to be of the same maturity and in a denomination equal to the unredeemed principal amount of the surrendered Note; provided that, at its option, the Paying Agent may certify the amount and date of partial redemption upon the partial redemption certificate, if any, printed on the surrendered Note and return such surrendered Note to the registered owner in lieu of an exchange.

Except as provided in subparagraph (c) above, the Paying Agent shall not be required to effect any transfer or exchange during the fifteen (15) days immediately preceding the date of mailing of any notice of redemption or at any time following the mailing of any such notice, if the Note to be transferred or exchanged has been called for such redemption. No charge shall be imposed in connection with any transfer or exchange except for taxes or governmental charges related thereto.

No transfers or exchanges shall be valid for any purposes hereunder except as provided above.

New Notes delivered upon any transfer or exchange shall be valid general obligations of the Local Government Unit, evidencing the same debt as the Notes surrendered.

The Local Government Unit and the Paying Agent may treat the registered owner of any Note as the absolute owner thereof for all purposes, whether or not such Note shall be overdue, and any notice to the contrary shall not be binding upon the Local Government Unit or the Paying Agent.

**Section 8. Execution of Notes.** The Notes shall be executed by the manual or facsimile signature of the Chairman or Vice Chairman of the Governing Body and shall have the corporate seal of the Local Government Unit or a facsimile thereof affixed thereto, duly attested by the manual or facsimile signature of the Secretary or Assistant Secretary of the Local Government Unit, and the said officers are hereby authorized and directed to execute the Notes in such manner. The Chairman or Vice Chairman of the Governing Body is authorized and directed to deliver, or cause to be delivered, the Notes to the purchasers thereof against the full balance of the purchase price therefor. The Notes shall be authenticated by the Paying Agent.

**Section 9. Form of Notes; CUSIP Numbers.** The form of the Notes, paying agent's authentication certificate and assignment shall be substantially as set forth in Exhibit A attached hereto.

The Notes shall be executed in substantially the form as set forth in Exhibit A hereto with such appropriate changes, additions or deletions as may be approved by the officers executing the Notes in the manner provided in Section 8 hereof; such execution shall constitute approval by such officers on behalf of the Governing Body. The opinion of bond counsel is authorized and directed to be printed upon the Notes.

The Local Government Unit, pursuant to recommendations promulgated by the Committee on Uniform Security Identification Procedures (CUSIP) has caused CUSIP numbers, if applicable, to be printed on the Notes. No representation is made as to the accuracy of said numbers either as printed on the Notes or as contained in any notice of redemption, and the Local Government Unit shall have no liability of any sort with respect thereto. Reliance with respect to any redemption notice with respect to the Notes may be placed only on the identification numbers printed thereon.

**Section 10. Manner of Sale; Award of Notes; Bid Price; Range of Interest Rates.** The Governing Body of the Local Government Unit after due deliberation and investigation has found that a private sale by negotiation is in the best financial interest of the Local Government Unit and based upon such finding the Governing Body of the Local Government Unit hereby awards the Notes, at private negotiated sale, to Dolphin & Bradbury Incorporated (the "Underwriter"), upon the terms set forth in its proposal, a copy of which is attached hereto and made a part hereof. As set forth in such proposal, the Notes are purchased at a bid price of \$3,489,500,000, plus accrued interest, and bear interest at the rate of 4.50% per annum. Such details are hereby approved.

**Section 11. Sinking Fund; Appropriation of Annual Amounts for Payment of Debt Service.** There is hereby established a separate sinking fund for the Local Government Unit designated as "Sinking Fund - 1997 General Obligation Notes" (the "Sinking Fund") and into the Sinking Fund there shall be paid, when and as required, all moneys necessary to pay the debt service on the Notes, and the Sinking Fund shall be applied exclusively to the payment of the interest covenanted to be paid upon the Notes and to the principal thereof at maturity or prior redemption and to no other purpose whatsoever, except as may be authorized by law, until the same shall have been fully paid.

In each of the following fiscal years the following amounts shall be pledged to pay the debt service on the Notes, and such amounts are annually hereby appropriated to the Sinking Fund for the payment thereof:

<u>Year</u>	<u>Amount</u>
1997	\$ 78,750.00
1998	157,500.00
1999	3,578,750.00

**Section 12. Debt Proceedings.** The Secretary of the Local Government Unit is hereby authorized and directed to certify to and file with the Pennsylvania Department of Community and Economic Development, in accordance with the Act, a complete and accurate copy of the proceedings taken in connection with the increase of debt authorized hereunder, including the debt statement and borrowing base certificate referred to hereinabove, and to pay the filing fees necessary in connection therewith.

**Section 13. Tax Covenants, Representations and Designations.** The Local Government Unit hereby covenants that it will make no use of the proceeds of the Notes during the term thereof which would cause such Notes to be "arbitrage Notes" within the meaning of section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and that it will comply with the requirements of all Code sections necessary to ensure that the Notes are described in Code section 103(a) and not described in Code section 103(b) throughout the term of the Notes.

In compliance with section 148(f)(4)(D) of the Code the Local Government Unit hereby represents that (i) it is a governmental unit with general taxing powers, (ii) the Notes are not "private activity bonds" as defined in the Code, (iii) ninety-five percent or more of the net proceeds of the issue are to be used for local government activities of the Local Government Unit, and (iv) the aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by the Local Government Unit and its subordinate entities during the calendar year in which the Notes are issued is not reasonably expected to exceed \$5,000,000.

In order to ensure that the registered owners of the Notes, if they are financial institutions, will not be subject to certain provisions of the Code as a result of acquiring and carrying

the Notes, the Local Government Unit hereby designates the Notes as "qualified tax-exempt obligations," within the meaning of Code section 265(b)(3)(B), and the Local Government Unit hereby covenants that it will take such steps as may be necessary to cause the Notes to continue to be obligations described in such Code section during the period in which the Notes are outstanding. The Local Government Unit represents that it has not issued, and does not reasonably anticipate issuing, tax-exempt obligations which, when combined with the Notes, will result in more than \$10,000,000 of tax-exempt obligations being issued in the calendar year in which the Notes are issued. For purposes only of the foregoing sentence, the term "tax-exempt obligation" shall include any "qualified 501(c)(3) Note," as defined in Code section 145, but shall not include any other "private activity Note," as defined in Code section 141(a), any obligation which would be an "industrial development Note" or a "private loan Note" as defined in sections 103(b)(2) and 103(o)(2)(a) of the Internal Revenue Code of 1954, as amended, but for the fact that it is issued pursuant to section 1312, 1313, 1316(g) or 1317 of the Tax Reform Act of 1986, or any obligation issued to currently refund any obligation to the extent the amount thereof does not exceed the outstanding amount of the refunded obligation.

**Section 14. Incidental Actions.** The proper officers of the Local Government Unit are hereby authorized, directed and empowered on behalf of the Local Government Unit to execute any and all agreements, 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 the purposes of this Ordinance.

**Section 15. Payment of Issuance Costs.** The proper officers of the Local Government Unit are hereby authorized and directed to pay the costs of issuing the Notes at the time of delivery of the Notes to the Underwriter, such costs being estimated in the proposal attached hereto; provided that the total of such costs shall not exceed the amount of Note proceeds available therefor.

**Section 16. Inconsistent Ordinances.** All ordinances or parts of ordinances inconsistent herewith be and the same are hereby repealed.

I HEREBY CERTIFY that the foregoing is a true and correct copy of an Ordinance duly enacted by the affirmative vote of a majority of the members of the Governing Body of Township of Westtown, Chester County, Pennsylvania (the "Local Government Unit"), at a public meeting held the 21st day of January, 1997; that proper notice of such meeting was duly given as required by law; and that said Ordinance has been duly entered upon the Minutes of said Governing Body, showing how each member voted thereon.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Local Government Unit this 21st day of January, 1997.



Secretary

[SEAL]

LAW OFFICES  
GAWTHROP, GREENWOOD & HALSTED

ORIGINAL

A PROFESSIONAL CORPORATION

119 NORTH HIGH STREET

POST OFFICE BOX 562

WEST CHESTER, PENNSYLVANIA 19381-0562

TELEPHONE (610) 696-8225

TELEFACSIMILE (610) 344-0922

E-MAIL gghlaw@gawthrop.com

ROBERT S. GAWTHROP, JR.  
(1940-1995)

ROBERT S. GAWTHROP  
(1904-1915; 1933-1936)

THOMAS C. GAWTHROP  
(1932-1957)

W. EDWARD GREENWOOD  
(1943-1992)

10892

JOHN S. HALSTED  
ROBERT F. ADAMS  
KEVIN HOLLERAN  
GEORGE C. ZUMBANO  
MARK L. TUNNELL  
ROGER N. HUGGINS  
WALTER P. EELLS  
JOHN L. HALL  
LISA COMBER HALL  
ANDREW D. H. RAU

A-220006

October 2, 1997

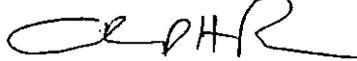
James McNulty  
Prothonotary  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
North Office Building  
Harrisburg, PA 17105-3265

Re: Application of Westtown Township

Dear Mr. McNulty:

Enclosed for filing please find a Certificate of Service relative to the above matter. I also enclose an additional copy to time-stamp and return to me in the enclosed stamped, self-addressed envelope. Thank you for your kind attention to this matter.

Very truly yours,



Andrew D. H. Rau

ADHR/jgh  
Enclosures

RECEIVED  
PROTHONOTARY'S OFFICE  
97 OCT -6 AM

DOCUMENT  
FOLDER

ORIGINAL

BEFORE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

In re: OMNIBUS APPLICATION OF  
WESTTOWN TOWNSHIP

For approval of, inter alia,  
acquisition and beginning of  
the exercise of the  
right to operate the Westtown Water  
Treatment Company, d/b/a Westtown  
Sewer Company.

:  
:  
:  
:  
:  
:Application  
:  
:Docket No. A-220006, 1997  
:  
:

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of  
the above-captioned application, via certified mail, return  
receipt requested upon the following interested parties known to  
me upon information and belief, listed below, in accordance with  
the requirements of 52 Pa.Code 3.501(d).

0  
0893

Jeffrey B. Wolfrom, Chairman  
Birmingham Township  
1040 W. Street Road (Rt. 926)  
West Chester, PA 19382-8012

Chester County Planning Commission  
Government Services Building  
601 Westtown Road  
West Chester, PA 19382

Martha E. Blasberg, Esquire  
Department of Environmental Protection  
Suite 6015, Lee Park  
555 North lane  
Conshohocken, PA 19428

DOCKETED

NOV 05 1997

RECEIVED  
PROthonARY'S OFFICE

97 OCT 16 AM 9:23

Edgmtown Township  
Rt. 352 and Gradyville Road  
Gradyville, PA 19039

John T. Jordan, Chairman  
East Bradford Township  
666 Copeland School Road  
West Chester, PA 19380

DOCUMENT  
FOLDER

E. Martin Shane, Chairman  
East Goshen Township  
1580 Paoli Pike  
West Chester, PA 19380

John E. Yahraes, Chairman  
East Goshen Municipal Authority  
1580 Paoli Pike  
West Chester, PA 19380

Office of Consumer Advocate  
1425 Strawberry Square  
Harrisburg, PA 17120

Bernard A. Ryan  
Office of Small Business Advocate  
Suite 1102  
Commerce Building  
300 North Second Street  
Harrisburg, PA 17101

Thornbury Township (Delaware County)  
6 Township Drive  
Cheyney, PA 19319-1019

Charles A. W. Wilson, Chairman  
Thornbury Township (Chester County)  
8 Township Drive  
Cheyney, PA 19319-1019

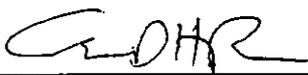
Edward G. Meakim, Jr., Chairman  
West Goshen Township  
1025 Paoli Pike  
West Chester, PA 19380

West Goshen Municipal Authority  
848 South Concord Road  
West Chester, PA 19382

Frank E. Hurley, Chairman  
Willistown Township  
688 Sugartown Road  
Malvern, PA 19355

Dated this 2nd day of  
October, 1997

GAWTHROP, GREENWOOD & HALSTED  
A Professional Corporation

BY:   
Andrew D.H. Rau, Esq.  
Attorney for Westtown Township  
119 N. High Street  
P.O. Box 562  
West Chester, PA 19881-0562  
(610) 696-8225