

CAPTION SHEET

USE MANAGEMENT SYSTEM

- 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-230109
- 4. PUBLIC MEETING DATE: 00/00/00
- 7. DATE FILED: 12/11/06
- 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT:

RESPONDENT/APPLICANT: EAGLEVIEW ENVIRONMTL ENTRPS INC

COMP/APP COUNTY:

UTILITY CODE: 230109

ALLEGATION OR SUBJECT

APPLICATION OF EAGLEVIEW ENVIRONMENTAL ENTERPRISES, INC, T/A EAGLEVIEW ENVIRONMENTAL FOR A CERTIFICATE OF PUBLIC CONVENIENCE AUTHORIZING IT TO COMMENCE WASTEWATER SERVICE IN PORTIONS OF UPPER UWCHLAN AND UWCHLAN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA.

DOCUMENT FOLDER

DOCKETED

DEC 20 2006

December 11, 2006

VIA FEDERAL EXPRESS

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

RECEIVED

DEC 11 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Re: Application of Eagleview Environmental Enterprises, Inc. d/b/a Eagleview Environmental for a Certificate of Public Convenience Authorizing It To Commence Wastewater Service in Portions of Upper Uwchlan and Uwchlan Township, Chester County, Pennsylvania; Docket No. A- 230109; **APPLICATION OF EAGLEVIEW ENVIRONMENTAL ENTERPRISES, INC.**

Dear Mr. McNulty:

Enclosed for filing please find the original and three (3) copies of the Application of Eagleview Environmental Enterprises, Inc, along with a check in the amount of \$350 to cover the filing fee in accordance with Section 1102 of the Public Utility Code.

Enclosed also please please find an original and seven (7) copies of the proposed tariff of Eagleview Environmental Enterprises, Inc. with an issued date of December 11, 2006 and an effective date of February 9, 2006

Please date-stamp the cover pages of each document and return in the prepaid envelope. Please feel free to call with any questions regarding this filing. Thank you in advance for your cooperation.

**DOCUMENT
FOLDER**

Sincerely,


Louise A. Knight

LAK:clj
Enclosure

c: As Per Certificate of Service

139

ORIGINAL

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Eagleview Environmental Enterprises, Inc. d/b/a Eagleview Environmental for a Certificate of Public Convenience Authorizing It To Commence Wastewater Service in Portions of Upper Uwchlan and Uwchlan Township, Chester County, Pennsylvania

Docket No. A-

230109

DOCUMENT
FOLDER

APPLICATION OF EAGLEVIEW ENVIRONMENTAL ENTERPRISES, INC. D/B/A EAGLEVIEW ENVIRONMENTAL FOR A CERTIFICATE OF PUBLIC CONVENIENCE AUTHORIZING IT TO COMMENCE WASTEWATER SERVICE IN PORTIONS OF UPPER UWCHLAN AND UWCHLAN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA

NOW COMES, Eagleview Environmental Enterprises, Inc., d/b/a Eagleview Environmental ("EE" or "Company"), by its counsel in this matter, Saul Ewing LLP, and applies to the Pennsylvania Public Utility Commission ("Commission") for a certificate of public convenience authorizing it to collect, transmit and treat wastewater to the public for compensation in portions of Upper Uwchlan and Uwchlan Townships, Chester County, Pennsylvania, pursuant to Sections 1101-1103 of the Public Utility Code, 66 Pa. C.S. §§ 1101 - 1103. In support thereof, EE represents as follows:

1. **Applicant.** Name and address of the Applicant:

Eagleview Environmental Enterprises, Inc.
d/b/a Eagleview Environmental
Attn: Robert Hankin
707 Eagleview Blvd.
P.O. Box 562
Exton, PA 19341

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DEC 11 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

EE was incorporated in 2006. It is the successor to Eagleview Wastewater Treatment Plant, LLC (“Eagleview WWTP”) which previously operated the treatment facilities (“WWTP”). Eagleview WWTP had common ownership with EE.

2. **Counsel.** Counsel for the Applicant are:

Louise A. Knight, Esquire
David P. Zambito, Esquire
Saul Ewing LLP
2 North Second Street, 7th Floor
Harrisburg, PA 17101

3. **History.** EE is a Pennsylvania corporation which owns wastewater collection and treatment facilities located in portions of Upper Uwchlan and Uwchlan Townships, Chester County, Pennsylvania. The treatment facilities at issue commenced operations in 1988 with a treatment capacity of 50,000 gallons per day (“gpd”) in an area now known as Eagleview which area was and is being developed by The Hankin Group. Treatment capacity increased in 1997 to 150,000 gpd and a final plant expansion to 475,000 gpd was completed and permitted in 2004.

Eagleview, the area served by the sewer system, is a mixed-use planned community on approximately 800 acres of land. Originally planned as a corporate park, the acquisition of additional land zoned as residential allowed a complete community to emerge. Part of the community infrastructure is a centralized wastewater collection, transmission, and treatment system. At the time of the development of the Eagleview Industrial Park (the first part of the area to be developed), Uwchlan Township (“Township”) entered into an agreement with the developer, inter alia, to obtain NPDES permits from the Department of Environmental Protection (“DEP”) for the construction and operation of the plant. The Township has operated the system in conjunction with the developer since its inception, subject to an ongoing offer of dedication of the WWTP. This offer of dedication was rejected by the Township in August 2006

Attachment A¹. Since the Township has indicated that it is not willing to accept dedication of the WWTP, the operation must be certificated or decommissioned. Decommissioning is not a real option since it would leave hundreds of existing users without a vital service and because developments plans envision more users over the next ten (10) years.

The Township has indicated its support for the new private entity affiliated with the Hankin Group obtaining a certificate of public convenience from the Commission.

4. **Service Area**. Attached to this document as **Attachment B** is (a) a map of the proposed service territory, and (b) a map showing the location of the proposed service territory with respect to readily identifiable points of reference. **Attachment C** is courses and distances description of the service territory. The current land uses conform with existing zoning and the community was and is being constructed consistent with the approved land-use plans. Attached as **Attachment D** is the Act 537 approval.

5. **Facilities**. The system consists of a treatment plant, pump stations, and a collection system, each of which is described below.

a. **Treatment Facility History**. Eagleview WWTP commenced operations in the summer of 1988 with a capacity of 50,000 gpd. The plant was expanded to a capacity of 150,000 gpd in 1997. The final expansion of the plant to 475,000 gpd was accepted by PA DEP in March 2004.

b. **Treatment Facility Operations**: The treatment process is an extended aeration system followed by upflow sand filters. Alum is added for the removal of phosphorous. After UV treatment, the effluent is pumped via a 6" ductile iron force main to a PVC manifold

¹ All Attachments are incorporated into the Application by reference.

discharge point located within a wetland area and then into the Shamona Creek. A treatment discharge point is located within the facility in case of an emergency.

The wastewater conveyed to the Eagleview WWTP is primarily domestic wastewater, which is generated by office buildings and residential units. There is a minor contribution of industrial wastewater to the sewer system. All of the discharges are required to comply with the Uwchlan Township Sewer Use Ordinance and all applicable federal and state regulations.

c. Pump Station. There is a pump station located along Milford Road in the western portion of the service area. This pump station receives flows via 8" PVC gravity sewer and conveys that flow via a 4" force main to a manhole located on the gravity sewer portion of the collection system.

A new pump station in the Upper Uwchlan Township portion of the service area is currently in the permitting process. This pump station was approved in the Act 537 plan for the Upper Service Area "A". It will convey flows via a 6" ductile iron force main to the existing collection system.

d. Collection System. There are approximately 10 miles of sewers within the service area. The primary means of conveyance to the EE WWTP is through 8" PVC gravity sewer mains. An 18" ductile iron trunk line, as well as a 12" ductile iron trunk line, convey flows from the 8" PVC mains to the influent lift station located within the treatment plant facility. There are two (2) existing crossings located under Route 100 to allow expansion of the collection system into other portions of the service area. There is a 4" ductile iron force main that conveys flows from the Overlook Pumping Station to the gravity system. An expansion of the collection system is planned for the future on the east side of Route 100 to serve future

development within the service area. This area will be mainly served by 8" PVC gravity sewer. A pumping station(s) may or may not be required. The 8" PVC gravity collection system will also be expanded in the Upper Uwchlan portion of the service area; a pump station will be required to convey flow from this area to the existing collection system.

e. Applicant will submit as **Attachment E** "as-builts," showing the existing layout of the treatment plant, as well as the location of existing collection facilities upon the issuance of this application, so long as the Commission agrees that **Attachment E** may be marked as "confidential" for security purposes and directs the File Room to treat them as Confidential. Attached as **Attachment F** is a list of facilities currently in service (including a breakdown of contributions in aid of construction), along with original cost, depreciation rates, accumulated depreciation and net book value. **Attachment G** is a map that shows the location of the facilities in limited detail.

6. **Permits for Facilities; Compliance History.**

a. Permits. Attached as **Attachment H** is a copy of the current NPDES permit. In accordance with DEP's regulations and/or policies, the permittee/co-permittee must be a municipal entity. Therefore, Uwchlan Township appears as the permittee. The NPDES permit number is PA0054917.

Attached as **Attachment I** is a copy of the treatment facility's approval from the Delaware River Basin Commission. Attached as **Attachment J** are the operating certificates for the current operators.

b. Compliance. The plant received two Notices of Violation from DEP during the past five years, both of which were promptly resolved to DEP's satisfaction. No fines were assessed.

Date	Violation	Diagnosis / Action Taken
Notice of Violation -- July 31, 2002	Discharge violations: CBOD ² , phosphorus, ammonia-nitrogen, dissolved oxygen	<ul style="list-style-type: none"> ◆ CBOD (January 2002/July 2002) <ul style="list-style-type: none"> • New pumps installed • Sand filtration equipment repaired • Monitoring of discharges from commercial users ◆ Phosphorus (April 2002) (alum-feed line blocked; chemical feeder malfunction) <ul style="list-style-type: none"> • Equipment serviced and cleaned ◆ Ammonia-Nitrogen (January 2002). (malfunction of the equalization basin feed pumps) <ul style="list-style-type: none"> • See CBOD explanation ◆ Dissolved oxygen (Jan, March, May 2002) (sampling problems) <ul style="list-style-type: none"> • Sampling protocols revised
Notice of violation -- January 7, 2003	CBOD	CBOD (June – October 2002). <ul style="list-style-type: none"> • Chlorine added to sand filters to control build-up of excess biological solids in the filter • Program equalization basin to produce more uniform flow rate • Replace/add DYNAsand filter • Monitor quality of wastewater influent

7. **Need for Service; Customer Data**. EE's service is needed by the public to continue the provision of wastewater service in Eagleview and to allow for expansion of that service. The current level of customers is 594 residential units (including single family dwellings, townhomes and apartments) and 41 commercial customers. The total customer count, therefore, is 635. The average daily flows for the existing customer base is approximately 307,000 gallons. EE

² CBOD stands for Carbonaceous Biochemical Oxygen Demand.

anticipates adding approximately 50 residential customers and 11 commercial customers during the next five years. Year Ten projections show 38 additional residential customers and 32 additional commercial customers. Attached as **Attachment K** are schedules showing existing customer counts as well as projections for Years One, Five, and Ten.

8. **Fitness**. EE is financially, technically, and legally fit to provide service based the detailed information set forth below:

a. **Financial Fitness**. Assuming that the Commission approves the rates, shown in **Attachment L**, the tariff filed on this same day, the pro forma income statements (attached as **Attachment M**) represent the Company's pro forma cash flow and revenue statements in years one, five and ten. The rates set forth in the tariff are the existing rates as of the date this Application is approved.

These pro forma demonstrate that, with prudent rate filings, EE should be able to operate without subsidies from its owners. Its pro forma opening balance sheet is attached as **Attachment N**. **Attachment O** shows pro forma rate base and returns for years one, five, and ten.

b. **Technical Fitness**. Attached to this application as **Attachment P** is EE's Business Plan ("BP"). The BP sets forth the management structure as well as standard operating procedures. Management functions will be delegated to Milbern Builders Associates, Inc. (Milbern)³. A copy of the Management Agreement is attached to this application as **Attachment Q**. Milbern will oversee operations and maintenance functions, as well as

³ An Affiliated Interest Agreement between EE and Milbern is being filed contemporaneously with this Application.

providing administrative services and contract oversight. EE will continue to retain Aqua Resources, a subsidiary of Aqua America ("Aqua"); Aqua provides routine operations and minor repairs. The Township maintains the lines and will continue to do so pursuant to an agreement with EE. In addition, the Township also has agreed to continue to bill for EE (under EE's letterhead).⁴ It will also maintain the collection system, as it has done in the past. Aqua Resources, Uwchlan Township, and Milbern are each qualified to perform the activities for which they are responsible. Furthermore, the shareholders of EE are Robert S., Samuel, and Richard J. Hankin. The Hankins have been successful entrepreneurs and award-winning builders for more than 40 years. Both Robert and Richard Hankin are engineers who have and will continue to work in conjunction with the Company's engineers, Gannett Fleming, Inc.. They possess the expertise and experience to operate EE effectively and efficiently.

c. **Legal Fitness.** Although EE's predecessor received two notices of violation from DEP. The violations were promptly diagnosed and corrected (as set forth in ¶6, above). DEP did not assess any fines for the violations. Other than the two DEP violations, the plant has operated without incident.

Furthermore EE has retained a cadre of consultants who will assist it with its regulatory compliance responsibilities. Samuel Hankin is an attorney who will have primary responsibility for this aspect of the business. It has retained experienced utility counsel (Saul Ewing LLP) and rate consultant (Utility Rate Resources). Its corporate counsel is Fox Rothschild. This approach to regulatory and business compliance indicates a propensity to operate consistent with the law.

⁴ EE has agreed to provide the Township with training on the area of regulatory compliance with Chapter 56, the Commission's regulations on billing and other related matters.

9. **Tariff.** Attached to this Application as **Attachment L** is a proposed tariff filed on this same day, indicating the following rate schedule

Class	Rate
Residential	\$75 quarterly
Commercial	\$5.10 / 1,000 gallons
Capacity Reservation	\$5.10 / 1,000 gallons

The tariff also contains terms and conditions of service.

CONCLUSION

Eagleview Environmental Enterprises, Inc., d/b/a Eagleview Environmental, submits that it should be granted a Certificate of Public Convenience to render wastewater treatment and collection in portions of Uwchlan and Upper Uwchlan Townships, Chester County, in the area known as Eagleview, for the following reasons:

- a. there is a demonstrated need for wastewater collection and treatment services in the applied-for service territory;
- b. there is no other public wastewater collection treatment service in or near the applied-for area; and
- c. the Company is technically, financially and legally fit to provide wastewater collection treatment service in the applied-for service area.

Respectfully submitted,



Louise A. Knight, Esquire
Attorney ID No. 26167
Tel: (717) 238-7655
Fax: (717) 257-7580
lknight@saul.com

David P. Zambito, Esquire

Attorney ID No. 80017

Tel: (717) 257-7526

Fax: (717) 257-7597

dzambito@saul.com

Saul Ewing LLP

2 North Second Street, 7th Floor

Harrisburg, PA 17101

DATED: December 11, 2006

Counsel for Eagleview Environmental Enterprises,
Inc. d/b/a Eagleview Environmental

VERIFICATION

I, Robert S. Hankin, President of Eagleview Environmental Enterprises, Inc., hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Date: 12/11/06



Robert S. Hankin

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DEC 11 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Application of Eagleview Environmental Enterprises, Inc. d/b/a Eagleview Environmental for a Certificate of Public Convenience Authorizing It To Commence Wastewater Service in Portions of Upper Uwchlan and Uwchlan Township, Chester County, Pennsylvania

Docket No. A-_____

INDEX OF ATTACHMENTS

- Attachment A** Township Letter rejecting offer of dedication in August 2006
- Attachment B** A map of the proposed service territory
- Attachment C** Courses and distances description of the service territory
- Attachment D** Act 537 approval
- Attachment E** "as-builts," showing the existing layout of the treatment plant to be submitted upon approval of Application
(CONFIDENTIAL)
- Attachment F** a list of facilities currently in service (2 pages) (including a breakdown of contributions in aid of construction), along with original cost, depreciation rates, accumulated depreciation and net book value
- Attachment G** map that shows the location of the facilities in limited detail.
- Attachment H** a copy of the current NPDES permit
- Attachment I** a copy of the treatment facility's approval from the Delaware River Basin Commission
- Attachment J** operating certificates for the current operators
- Attachment K** schedules showing existing customer counts as well as projections for Years One, Five, and Ten.
- Attachment L** tariff
- Attachment M** represents the Company's pro forma cash flow and revenue statements in years one, five and ten.
- Attachment N** Pro forma opening balance sheet
- Attachment O** Pro forma rate and returns
- Attachment P** Business Plan
- Attachment Q** Management Agreement

Uwchlan Township

715 North Ship Road
Exton, PA 19341-1940

(610) 363-9450 FAX (610) 363-0518

Chester County, Pennsylvania
www.uwchlan.com

August 22, 2006

The Hankin Group
7007 Eagleview Blvd.
P.O. Box 562
Exton, PA 19341

Re: Eagleview Sewer Treatment Plant

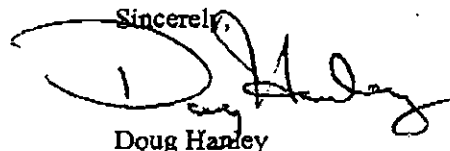
Dear Mr. Guarini:

As you know, by letter dated February 8, 2006, The Hankin Group confirmed that it granted the Township an extension of the one-year period regarding acceptance of dedication of the Eagleview Sewage Treatment Plant (from 1/19/06 to 1/19/07), recited in Paragraph 11 of the Treatment Plant Expansion Agreement. At this point, the Board has preliminarily determined that it does not intend to accept dedication of the Sewage Treatment Plant, however, the Board also believes it is important to reach an understanding with The Hankin Group regarding an approach to stabilizing existing sewer rental fees as well as provide for the reimbursement of the Township's costs for sewer line/pump station maintenance in the Eagleview system. Accordingly, the Board intends to defer formal action on the dedication issue until a regularly scheduled meeting later this year. In the meantime, the Board requests that you have your Counsel, Joseph Riper, Esquire, meet with Township Solicitor, Guy Donatelli, Esquire, for the purpose of addressing any issues.

Please also consider this confirmation that the Township, given its present disposition regarding the decision not to accept dedication of the Sewage Treatment Plant, has authorized The Hankin Group to take such steps as it deems appropriate to initiate the process of obtaining from the Pennsylvania Public Utility Commission a certificate of public convenience to operate the Eagleview Sewage Treatment Plant.

If you have any question or comments on this, please feel free to contact the undersigned.

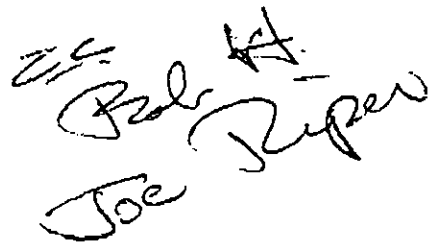
Sincerely,



Doug Hanley

/jc

xc: Board of Supervisors



Joe Riper

EAGLEVIEW ENVIRONMENTAL ENTERPRISES, INC.**FRANCHISE AREA DESCRIPTION**

The Franchise Area for the Eagleview Environmental Enterprises, Inc. consists of an area bounded by the following description.

Starting at the corner of The Hankin Group's property in Upper Uwchlan Township and the Pennsylvania Turnpike Right-of-Way, follow The Hankin Group's property line Southwest across West Township Line Road to the property corner of Lot #24 in Eagleview Corporate Center. Continue West along The Hankin Group's property to where it intersects with Milford Road. Continue Southwest along the West side of Milford Road to Dowling Forge Road. Continue along the West side of Dowling Forge Road to its intersection with Taylor Road. Continue West along Taylor Road to its intersection with Deep Willow Drive. Continue Northeast along the South side of Deep Willow Drive to Dowling Forge Road. Continue East along the south side of Dowling Forge Road to its intersection with Eagleview Blvd. Continue North along the East side of Eagleview Blvd. to Sheree Blvd. Continue East along the South side of Sheree Blvd across SR 100 and continuing along the South side of Sheree Blvd to Tanner Drive. Continue North along the East side of Tanner Drive to the Pennsylvania Turnpike Right-of-Way. Continue North along the East side of the Pennsylvania Turnpike Right-of-Way to its intersection with the property line of Marsh Creek Corporate Services. Continue East along the property line of Marsh Creek Corporate Services and then turn North and follow The Hankin Group's property line for Haywood Business Park to the Township line between Upper Uwchlan and Uwchlan Townships. Continue West along the Township Line to the West side of the Pennsylvania Turnpike Right-of-Way. Continue North along the Pennsylvania Turnpike Right-of-Way until it intersects The Hankin Group property corner as described above.

This area contains the Eagleview Environmental Enterprises, Inc. Service Area.



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES

Lee Park, Suite 6010
555 North Lane
Conshohocken, PA 19428
215 832-6130

May 28, 1991

Doug Hanley, Township Manager
Uwchlan Township
P.O. Box 255
Lionville, PA 19353

Dear Mr. Hanley:

We have completed our review of your municipality's updated official sewage facilities plan entitled "Act 537 Upper Shamona Basin, Upper Service Area A" dated February 1991.

Approval of the study is hereby granted. This approval provides for the implementation of a joint Uwchlan and Upper Uwchlan Township project which includes the construction of a 0.475 mgd sewage treatment plant discharging to a wetlands area situated within the Shamona Creek sub-basin of the East Branch Brandywine Creek.

If you have any questions regarding this matter, please feel free to contact me.

Very truly yours,

JOSEPH A. FEOLA
Regional Water Quality Manager

cc: Chester County Planning Commission
Mr. Kennedy
Chester Valley Engineers
Gannett Fleming, Inc.
Planning Section
Re 30 (3)141.20



(CONFIDENTIAL)
to be provided upon approval of Application

EAGLEVIEW ENVIRONMENTAL ENTERPRISES, INC.

Pro Forma Fixed Asset FacilitiesAssets Currently In-Service at Beginning of PUC Regulation

<u>Plant Asset Description</u>	<u>Units Mains in LF</u>	<u>In-Service Year</u>	<u>Depr. Life</u>	<u>Original Cost</u>	<u>Accum. Depr.</u>	<u>Net Book Value</u>
Land - EWTP Initial	1	1988	n/a	\$312,500	\$0	\$312,500
Land - EWTP Expansion	1	1997	n/a	958,500	0	958,500
EWTP -Initial 50,000GPD	1	1988	62	642,538	191,725	450,813
EWTP -1st Expan.-50,000 to 150,000GPD	1	1997	53	1,233,500	221,099	1,012,401
EWTP -2nd Expan.-150,000 to 475,000GPD	1	2004	50	2,821,104	141,055	2,680,049
Lift Station	1	1988	30	104,804	64,629	40,175
8" PVC Gravity Overlook Dev.	5,418	1992	90	200,374	32,283	168,091
8" PVC Gravity Gardens Dev.	5,231	1992	90	193,458	31,168	162,290
8" PVC Gravity Town Center Dev.	2,140	1999	90	79,144	6,595	72,549
8" PVC Gravity Garden Villas Dev.	1,760	1999	90	65,090	5,424	59,666
8" PVC Gravity Claremont Village Dev.	14,908	1997	90	551,344	58,197	493,147
8" PVC Gravity Commercial Dev.	28,241	1988	90	1,044,439	214,690	829,749
10" PVC Gravity Commercial Dev.	1,210	1997	90	55,937	5,904	50,033
12" PVC Gravity Commercial Dev.	1,947	1988	90	108,009	22,202	85,807
18" Gravity Main Conveyance	2,430	1998	90	202,205	19,097	183,108
4" DI Force Main Pump Sta #2	4,095	1988	90	91,810	18,872	72,938
4" DI Force Main Lot #8 UUT	2,450	1988	90	54,929	11,291	43,638
Total Opening (Beginning) Year 1				<u>\$8,719,685</u>	<u>\$1,044,233</u>	<u>\$7,675,452</u>

Asset Additions End of First Year of PUC Regulation

Organizational Costs	1	2007	n/a	\$50,000		
Land - R/W Coll. & Conveyance Mains	69,830	2007	n/a	69,830		
Lift Station	1	2007	30	272,000		
6" DI Force Main Pump Sta #3	2,455	2007	90	78,000		
8" PVC Gravity Main Upper Uwchlan Twp	3,249	2007	90	175,000		
Odor Control System	1	2007	15	25,000		
Total Year 1				<u>\$669,830</u>		

Asset Additions End of Tenth Year of PUC Regulation

8" PVC Gravity Main East Eagleview Blvd	2,140	2016	n/a	\$137,754		
Total Year 10				<u>\$137,754</u>		
Total Plant Investment at end of Year 10			n/a	<u>\$9,527,268</u>		

EAGLEVIEW ENVIRONMENTAL ENTERPRISES, INC.

Pro Forma Contributed (CIAC) Fixed Asset Facilities

CIAC Assets Currently In-Service at Beginning of PUC Regulation

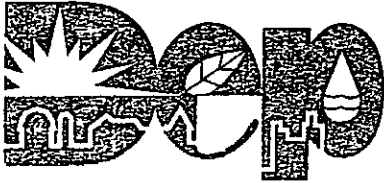
Plant Asset Description	Units Mains in LF	In-Service Year	Depr. Life	Original Cost	Accum. Depr.	Net Book Value
EWTP -Initial 50,000GPD	1	1988	62	\$265,672	\$79,273	\$186,399
EWTP -1st Expan.-50,000 to 150,000GPD	1	1997	53	510,019	91,419	418,601
EWTP -2nd Expan.-150,000 to 475,000GPD	1	2004	50	1,166,451	58,323	1,108,128
Lift Station	1	1988	30	104,804	64,629	40,175
8" PVC Gravity Overlook Dev.	5,418	1992	90	200,374	32,283	168,091
8" PVC Gravity Gardens Dev.	5,231	1992	90	193,458	31,168	162,290
8" PVC Gravity Town Center Dev.	2,140	1999	90	79,144	6,595	72,549
8" PVC Gravity Garden Villas Dev.	1,760	1999	90	65,090	5,424	59,666
8" PVC Gravity Claremont Village Dev.	14,908	1997	90	551,344	58,197	493,147
8" PVC Gravity Commercial Dev.	28,241	1988	90	1,044,439	214,690	829,749
10" PVC Gravity Commercial Dev.	1,210	1997	90	55,937	5,904	50,033
12" PVC Gravity Commercial Dev.	1,947	1988	90	108,009	22,202	85,807
18" Gravity Main Conveyance	2,430	1998	90	202,205	19,097	183,108
4" DI Force Main Pump Sta #2	4,095	1988	90	91,810	18,872	72,938
4" DI Force Main Lot #8 UUT	2,450	1988	90	54,929	11,291	43,638
Total Opening (Beginning) Year 1				<u>\$4,693,685</u>	<u>\$719,368</u>	<u>\$3,974,317</u>

CIAC Asset Additions End of First Year of PUC Regulation

Land - R/W Coll. & Conveyance Mains	69,830	2007	n/a	\$69,830		
Lift Station	1	2007	30	272,000		
6" DI Force Main Pump Sta #3	2,455	2007	90	78,000		
8" PVC Gravity Main Upper Uwchlan Twp	3,249	2007	90	175,000		
Total Year 1	0	0	0	<u>\$594,830</u>		

CIAC Asset Additions End of Tenth Year of PUC Regulation

8" PVC Gravity Main East Eagleview Blvd	2,140	2016	90	\$137,754		
	0			<u>\$137,754</u>		
Total Plant CIAC Facilities at end of Year 10				<u>\$5,426,269</u>		



Pennsylvania Department of Environmental Protection

Lee Park, Suite 6010
555 North Lane
Conshohocken, PA 19428

March 18, 2003

Phone: 610-832-6130

Fax: 610-832-6133

Southeast Regional Office

CURRENT
NPDES

Mr. Douglass Harley
Uwchlan Township
715 North Ship Road
Exton, PA 19341-1940

Re: Sewage NPDES Permit No. PA0054917
Eagleview WWTP
APS ID No. 19608, AUTH ID No. 343869
Uwchlan Township
Chester County

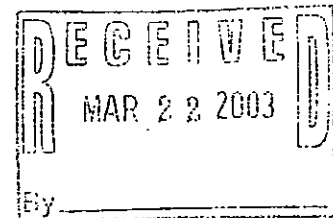
Dear Mr. Harley:

Your permit is enclosed.

The discharge limitations and monitoring requirements in your NPDES permit are also typed on the original Discharge Monitoring Report (DMR) that is attached to the permit. That original DMR is provided as a master, so do not write on it, but rather: (1) make copies of it; (2) after doing the sample analyses and flow measurements required by the permit, fill out all the empty blocks on one of the copies by following the instructions on the back of the original DMR; and (3) make copies of the filled completed DMR and send one to each of the addresses listed in Part C of the permit.

Please take the time to complete the enclosed questionnaire and return it in the pre-addressed, stamped envelope. Your response will be taken into account as we consider ways of improving our service to the public and regulated community. Thank you for your cooperation.

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



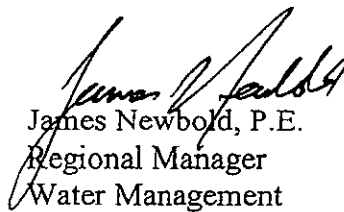
Mr. Douglass Harley

- 2 -

March 18, 2003

If you have any questions, please call Mr. Pravin Patel at 610-832-6090.

Sincerely,


James Newbold, P.E.
Regional Manager
Water Management

Enclosures

cc: Mr. Brown -- Gannett Fleming, Inc.
Uwchlan Township
Chester County Health Department
Operations Section
Permits and Compliance Section
Ms. McSparran - DRBC
File
Re 30 (SMC01)123-8F

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
WATER MANAGEMENT PROGRAM

**AUTHORIZATION TO DISCHARGE UNDER THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM**

NPDES PERMIT NO. PA 0054917

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.,

Uwchlan Township - Client ID No. 62675

is authorized to discharge from a facility located at

Eagleview Corporate Center - Site ID No. 451220

Exton, PA 19341

Municipality Uwchlan Township County Chester

to receiving waters named Shamona Creek - 3H Watershed

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

THIS PERMIT SHALL EXPIRE AT MIDNIGHT, March 31, 2008

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

1. If there is a conflict between the application, its supporting documents and/or amendments and the terms and conditions of this permit, the terms and conditions shall apply.
2. Failure to comply with the terms, conditions, or effluent limitations of this permit is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application.
3. Complete 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, including submission of the Discharge Monitoring Reports, will be automatically continued and will remain fully effective and enforceable pending the grant or denial of the application for permit renewal.

4. This NPDES permit does not constitute authorization to construct or make modifications to wastewater treatment facilities necessary to meet the terms and conditions of this permit.

DATE PERMIT ISSUED

03/18/03

ISSUED BY

Jane Heald
TITLE: Regional Manager
Water Management

DATE PERMIT AMENDMENT ISSUED

DATE EFFECTIVE

04/01/03

DISCHARGE REQUIREMENTS FOR PUBLICLY OWNED TREATMENT WORKS (POTWs)

Permit No. PA0054917

PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING, AND REPORTING REQUIREMENTS

1. For Outfall 001 , Latitude 40°03'45" , Longitude 75°40'32" , River Mile Index 2.7 , Stream Code 00324

- a. The permittee is authorized to discharge during the period from issuance through completion of STP expansion to 475,000 GPD
- b. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements, Footnotes and Supplemental Information on page 2b).

Discharge Parameter	Effluent Limitations								Monitoring Requirements		
	Mass Units (lbs/day) ⁽¹⁾			Concentrations (mg/l)					Minimum Measurement Frequency	Required Sample Type	24 Hour Report Under A3.C(4)
	Average Monthly	Average Weekly	Max. Daily	Inst. Min.	Average Monthly	Average Weekly	Max. Daily	Inst. Max. ⁽²⁾			
FLOW (MGD)	Monitor/Report		Monitor/Report						Cont.	Meter	
CBOD ₅ (5-1 to 10-31)	8.8	13.1			7.0	10.5		14.0	1/Week	24 HC	
CBOD ₅ (11-1 to 4-30)	17.5	26.3			14.0	21.0		28.0	1/Week	24 HC	
TOTAL SUSPENDED SOLIDS	25.0	37.5			20.0	30.0		40.0	1/Week	24 HC	
AMMONIA as N (5-1 to 10-31)	1.25				1.0			2.0	1/Week	24 HC	
AMMONIA as N (11-1 to 4-30)	3.75				3.0			6.0	1/Week	24 HC	
PHOSPHORUS as P	1.25				1.0			2.0	1/Week	24HC	
FECAL COLIFORM					200 #/100 ml				1/Week	Grab	
DISSOLVED OXYGEN				6.0					Daily	Grab	
pH (STD UNITS)				6.0				9.0	Daily	Grab	

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): Outfall 001 – via Wetlands

DISCHARGE REQUIREMENTS FOR PUBLICLY OWNED TREATMENT WORKS (POTWs)

Permit No. PA0054917

PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING, AND REPORTING REQUIREMENTS

1. For Outfall 001 , Latitude 40°03'45" , Longitude 75°40'32" , River Mile Index 2.7 , Stream Code 00324

- a. The permittee is authorized to discharge during the period from expansion of STP to 475,000 GPD through expiration
- b. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements, Footnotes and Supplemental Information on page 2b).

Discharge Parameter	Effluent Limitations								Monitoring Requirements		
	Mass Units (lbs/day) ⁽¹⁾			Concentrations (mg/l)					Minimum Measurement Frequency	Required Sample Type	24 Hour Report Under A3.C(4)
	Average Monthly	Average Weekly	Max. Daily	Inst. Min.	Average Monthly	Average Weekly	Max. Daily	Inst. Max. ⁽²⁾			
FLOW (MGD)	Monitor/Report		Monitor/Report						Cont.	Meter	
CBOD ₅ (5-1 to 10-31)	23.4	35.0			6.0	9.0		12.0	1/Week	24 HC	
CBOD ₅ (11-1 to 4-30)	46.8	70.0			12.0	18.0		24.0	1/Week	24 HC	
TOTAL SUSPENDED SOLIDS	79.2	118.8			20.0	30.0		40.0	1/Week	24 HC	
AMMONIA as N (5-1 to 10-31)	3.1				0.8			1.6	1/Week	24 HC	
AMMONIA as N (11-1 to 4-30)	9.3				2.4			4.8	1/Week	24 HC	
PHOSPHORUS as P	3.1				0.8			1.6	1/Week	24 HC	
FECAL COLIFORM					200 #/100 ml				1/Week	Grab	
DISSOLVED OXYGEN				6.0					Daily	Grab	
pH (STD UNITS)				6.0				9.0	Daily	Grab	

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): Outfall 001 – via Wetlands

DISCHARGE REQUIREMENTS FOR PUBLICLY OWNED TREATMENT WORKS**PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING, AND REPORTING REQUIREMENTS**

- c. The permittee shall provide for effective disinfection of this discharge to control disease-producing organisms during the swimming season (May 1 through September 30) by achieving a fecal coliform concentration not greater than 200/100 ml as a geometric average (mean), and not greater than 1,000/100 ml in more than 10 percent of the samples tested. During the period October 1 through April 30 the fecal coliform concentration shall not exceed 200/100 ml as a geometric average (mean).
- d. All discharges of floating materials, oil, grease, scum, and substances which produce tastes, odors, turbidity, or settle to form deposits shall be controlled to levels which will not be inimical or harmful to the water uses to be protected or to human, animal, plant, or aquatic life (93.6)(b).
- e. Except as otherwise specified in this permit, the 30-day average percent removal for carbonaceous biochemical oxygen demand and total suspended solids shall not be less than 85 percent.
- f. For discharges in the Delaware River Basin only - the permittee shall provide for effective disinfection of this discharge to control disease producing organisms by continuously achieving a fecal coliform concentration of not greater than 200/100 ml as a geometric average.

Footnotes (Refer to pages 2 and 2a)

- (1) When sampling to determine compliance with the mass discharge limitations, discharge flow at the time of sampling must be measured, recorded, and reported on the Discharge Monitoring Report Form.
- (2) The instantaneous maximum discharge limitations are for compliance use by the Department only. Do not report instantaneous maximums on the Discharge Monitoring Report (DMR) or Supplemental DMR unless specifically required on those forms to do so.

Supplemental Information

- (1) The effluent limitations on pages 2 and 2a were determined using an effluent discharge rate of 0.150 MGD and 0.475 MGD respectively.
- (2) A monthly average flow of 0.150 million gallons per day (before plant expansion) and 0.475 MGD (after plant expansion) is the rated hydraulic capacity of the treatment facility and is used to help determine whether a "hydraulic overload" situation exists, as defined in 25 Pa. Code Chapter 94 (relating to municipal wasteload management).

2. DEFINITIONS

- a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment facility.
- b. "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
- c. "Daily discharge" means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the "daily discharge" is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the "daily discharge" is calculated as the average measurement of the pollutant over the day.
- d. "Average" refers to the use of an arithmetic mean, unless otherwise specified in this permit.
- e. "Geometric Average (mean)" means the average of a set of n sample results given by the nth root of their product.
- f. "Average monthly" discharge limitation means the highest allowable average of "daily values" over a calendar month, calculated as the sum of all "daily values" measured during a calendar month divided by the number of "daily values" measured during that month.
- g. "Average weekly" discharge limitation means the highest allowable average of "daily values" over a calendar week, calculated as the sum of all "daily values" measured during a calendar week divided by the number of "daily values" measured during that week.
- h. "Maximum daily" discharge limitation means the highest allowable "daily discharge."
- i. "Maximum any time" (or instantaneous maximum) means the level not to be exceeded, at any time, in any grab sample.
- j. "Composite Sample" (for all except GC/MS volatile organic analysis) means a combination of at least eight individual samples of at least 100 milliliters, each obtained at periodic intervals during the operating hours of a facility over a 24-hour period. The composite must be flow proportional, 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.

"Composite Sample for GC/MS volatile organic analysis" consists of at least four (rather than eight) aliquots or grab samples collected during actual hours of discharge over a 24-hour period and need not be flow proportioned. The four samples are composited in the laboratory immediately before analysis, and only one analysis performed.

The maximum time period between individual samples used for any "composite sample" shall not exceed two hours, except that for wastes of a uniform nature the samples may be collected on a frequency of at least twice per working shift and shall be equally spaced over a 24-hour period (or over the operating day if flows are of a shorter duration).

- k. "Grab Sample" means an individual sample of at least 100 milliliters collected at a randomly-selected time over a period not to exceed 15 minutes.

- l. "I-S" means immersion stabilization - in which a calibrated device is immersed in the wastewater until the reading is stabilized.
- m. The "Daily Average" temperature means the average of all temperature measurements made, or the mean value plot of the record of a continuous automated temperature recording instrument, either during a calendar day or during the operating day if flows are of a shorter duration.
- n. "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.
- o. "At outfall XXX" means a sampling location in outfall line XXX below the last point at which wastes are added to outfall line XXX, or where otherwise specified.
- p. "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.
- q. "Non-contact cooling water" means water used to reduce temperature, which does not come in direct contact with any raw material, intermediate product, waste product (other than heat), or finished product.

Such water may on occasion, as a result of corrosion, cooling system leakage or similar cooling system failures contain small amounts of process chemicals: provided that all reasonable measures have been taken to prevent, reduce, eliminate, and control the maximum extent feasible such contamination: and provided further, that all reasonable measures have been taken that will mitigate the effects of such contamination once it has occurred.
- r. "Toxic Pollutant" - Those pollutants, or combinations of pollutants, including disease-causing agents, which after discharge and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will, on the basis of information available to the Department, cause death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfunctions, including malfunctions in reproduction, or physical deformations in such organisms or their offspring.
- s. "Hazardous substance" means any substance designated under 40 CFR Part 116, pursuant to Section 311 of the Clean Water Act.
- t. "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.
- u. "Industrial User" means an establishment which discharges or introduces industrial wastes into a Publicly Owned Treatment Works (POTW).
- v. "Total Dissolved Solids" means the total dissolved (filterable) solids as determined by use of the method specified in 40 CFR Part 136.
- w. "Storm water associated with industrial activity" means the discharge from any conveyance which is used for collecting and conveying storm water and which is directly related to manufacturing, processing or raw materials storage areas as defined at 40 CFR Part 122.26(b)(14).
- x. "Storm water" means storm water runoff, snow melt runoff and surface runoff and drainage.

- y. "Best Management Practices ("BMPs")" means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of "waters of the United States." BMPs also include treatment requirements, operating procedures and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

3. SELF-MONITORING, REPORTING, AND RECORDKEEPING

a. Representative Sampling

- (1) Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.

(2) Records Retention

Except for records of monitoring information required by this permit related to the permittee's sewage sludge use and disposal activities, which shall be retained for a period of at least five years, all records of monitoring activities and results (including all original strip chart recordings for continuous monitoring instrumentation and calibration and maintenance records), copies of all reports required by this permit, and records of all data used to complete the application for this permit shall be retained by the permittee for three (3) years from the date of the sample measurement, report or application. The three-year period shall be extended as requested by the Department or the EPA Regional Administrator.

(3) Recording of Results

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

- (i) The exact place, date, and time of sampling or measurements;
- (ii) The person(s) who performed the sampling or measurements;
- (iii) The date(s) the analyses were performed;
- (iv) The person(s) who performed the analyses;
- (v) The analytical techniques or methods used; and the associated detection level; and
- (vi) The results of such analyses.

(4) Test Procedures

Unless otherwise specified in this permit, the test procedures for the analysis of pollutants shall be those contained in 40 CFR Part 136 (or in the case of sludge use or disposal, approved under 40 CFR Part 136, unless otherwise specified in 40 CFR Part 503), or alternate test procedures approved pursuant to those parts, unless other test procedures have been specified in the permit.

(5) Quality Assurance/Control

In an effort to assure accurate self-monitoring analyses results:

- (a) Permittee or its designated laboratory shall participate in the periodic scheduled quality assurance inspections conducted by the Department and EPA.

- (b) The permittee or its designated laboratory shall develop and implement a program to assure the quality and accuracy of the analyses performed to satisfy the requirements of this permit, in accordance with 40 CFR Part 136, Appendix A.

b. Reporting of Monitoring Results

- (1) The permittee shall effectively monitor the operation and efficiency of all wastewater treatment and control facilities, and the quantity and quality of the discharge(s) as specified in this permit.
- (2) Unless instructed otherwise in Part C of this permit, monitoring results obtained each month shall be summarized for that month and reported on a Discharge Monitoring Report (DMR).
- (3) The completed DMR form shall be signed and certified either by the following applicable person (as defined in 40 CFR 122.22(a)) or by that person's duty authorized representative (as defined in 40 CFR 122.22(b)):
 - for a corporation - by a responsible corporate officer;
 - for a Partnership or Sole Proprietorship - by a general partner or the proprietor, respectively; and
 - for a Municipality, State, Federal or other public agency - by a principle executive officer or ranking elected official.

If signed by other than the above, written notification of delegation of DMR signatory authority must be submitted to the Department.

- (4) If the permittee monitors any pollutant, using analytical methods described in A.3.a(4) above, more frequently than the permit requires, the results of this monitoring shall be incorporated, as appropriate, into the calculations used to report self-monitoring data on the DMR.

c. Reporting Requirements

- (1) Planned Changes - The permittee shall give notice to the Department as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required only when:
 - (a) The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in § 122.29(b); or
 - (b) The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements under § 122.42(a)(1); or
 - (c) The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.
- (2) Anticipated Non-Compliance

The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity, which may result in noncompliance with permit requirements.

(3) Compliance Schedules

Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this permit shall be submitted no later than 14 days following each schedule date.

(4) Twenty-Four Hour Reporting

- (a) The permittee shall report any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate and prevent reoccurrence of the noncompliance.
- (b) The following shall be included as information which must be reported within 24 hours under this paragraph:
 - (i) Any unanticipated bypass which exceeds any effluent limitation in the permit.
 - (ii) Any catastrophic event which causes the discharge to exceed effluent limitations in this permit.
 - (iii) Violation of a maximum daily discharge limitation for any of the pollutants listed by the Department in the permit to be reported within 24 hours.
- (c) The Department may waive the written report on a case-by-case basis for reports under paragraph C (4)(a) of this section if the oral report has been received within 24 hours.

(5) Other Noncompliance

The permittee shall report all instances of noncompliance not reported under paragraphs C (3), (4) of this section, at the time monitoring reports are submitted. The reports shall contain the information listed in paragraph C (4) of this section.

Compliance with reporting requirements under A.3.c. above, shall not excuse a person from immediate notification of incidents causing or threatening pollution pursuant to 25 Pa. Code 101.2.

d. Specific Toxic Substance Notification Levels (for Manufacturing, Commercial, Mining, and Silvicultural Dischargers) - The permittee shall notify the Department as soon as it knows or has reason to believe the following:

- (1) That any activity has occurred, or will occur, which would result in the discharge of any toxic pollutant which is not limited in the permit, if that discharge on a routine or frequent basis will exceed the highest of the following "notification levels:"
 - (a) One hundred micrograms per liter;
 - (b) Two hundred micrograms per liter for acrolein and acrylonitrile;
 - (c) Five hundred micrograms per liter for 2, 4-dinitrophenol and 2-methyl -4, 6-dinitrophenol;
 - (d) One milligram per liter for antimony;

- (e) Five (5) times the maximum concentration value reported for that pollutant in the permit application;
 - (f) Any other notification level established by the Department.
- (2) That any activity has occurred, or will occur, which would result in any discharge, on a non-routine or infrequent basis, of a toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels:"
- (a) Five hundred micrograms per liter;
 - (b) One milligram per liter for antimony;
 - (c) Ten (10) times the maximum concentration value reported for that pollutant in the permit application;
 - (d) Any other notification level established by the Department.

PART B

1. MANAGEMENT REQUIREMENTS

a. Compliance Schedules

- (1) The permittee shall achieve compliance with the terms and conditions of this permit within the time frames specified in Part C of this permit.
- (2) The permittee shall submit reports of compliance or noncompliance with, or progress reports as applicable, any interim and final requirements contained in this permit. Such reports shall be submitted no later than 14 days following the applicable schedule date or compliance deadline.

b. Permit Modification, Termination or Revocation and Reissuance

- (1) This permit may be modified, suspended or revoked in whole or in part during its term for causes including, not limited to, any of the causes specified in 25 Pa. Code, Chapter 92.
- (2) The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated non-compliance, does not stay any permit condition.
- (3) In the absence of a Departmental action to modify or revoke and reissue this permit, the permittee shall comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time specified in the regulations that establish those standards or prohibitions.

c. Duty to Provide Information

- (1) The permittee shall furnish to the Department, within a reasonable time, any information which the Department may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit.
- (2) The permittee shall furnish to the Department, upon request, copies of records required to be kept by this permit.
- (3) Other Information - Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Department, it shall promptly submit such facts or information to the Department.
- (4) Where the permittee is a POTW, the permittee shall provide adequate notice to the Department of the following:
 - (a) Any new introduction of pollutants into the POTW from an indirect discharger which would be subject to Sections 301 and 306 of the Clean Water Act if it were otherwise discharging those pollutants.
 - (b) Any substantial change in the volume or character of pollutants being introduced into the POTW by an Industrial User, which was discharging into the POTW at the time of issuance of this permit.

- (c) Adequate notice shall include information on (i) the quality and quantity of effluent introduced into the POTW, and (ii) any anticipated impact of the change on the quantity or quality of effluent to be discharged from the POTW. The submission of the above information in the POTW's Annual Wasteload Management Report, required under the provisions of 25 Pa. Code Chapter 94, will normally be considered as providing adequate notice to the Department, unless a more stringent time period is required by law, regulation or permit condition in which case the more stringent submission date shall apply.
- (d) The identity of Industrial Users served by the POTW which are subject to pretreatment standards adopted under Section 307(b) of the Clean Water Act; the POTW shall also specify the total volume of discharge and estimated concentration of each pollutant discharged into the POTW by the Industrial Users.
- (e) The POTW shall require all Industrial Users to comply with the reporting requirements of Sections 204(b), 307 and 308 of the Clean Water Act and any regulations adopted thereunder, and the Clean Streams Law and any regulations adopted thereunder.

d. Facilities Operation

The permittee shall, at all times, maintain in good working order and properly operate and maintain all facilities and systems which are installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance includes, but is not limited to, adequate laboratory controls including appropriate quality assurance procedures. This provision also includes the operation of backup or auxiliary facilities or similar systems, which are installed by the permittee, only when necessary to achieve compliance with the terms and conditions of this permit.

The permittee shall develop, install and maintain Best Management Practices to control or abate the discharge of pollutants when the practices are reasonably necessary to achieve the effluent limitations and standards in this permit or to carry out the purposes and intent of the Clean Water Act, or when required to do so by the Department.

e. Adverse Impact

The permittee shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this permit, which has a reasonable likelihood of adversely affecting human health or the environment.

f. Bypassing

- (1) Bypassing Not Exceeding Permit Limitations - The permittee may allow a bypass to occur which does not cause effluent limitations to be violated, but only if the bypass is essential for maintenance to assure efficient operation. This type of bypassing is not subject to the reporting and notification requirements of Part A.3.c.

- (2) Other Bypassing - In all other situations, bypassing is prohibited unless all of 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 the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed (in the exercise of reasonable engineering judgement) to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance;
 - (c) The permittee submitted the necessary reports required under Part A.3.c.
- (3) The Department may approve an anticipated bypass, after considering its adverse effects, if the Department determines that it will meet the three Conditions (a through c) listed above.

2. PENALTIES AND LIABILITY

a. Violations of Permit Conditions

Any person violating Sections 301, 302, 306, 307, 308, 318, or 405 of the Clean Water Act or any permit condition or limitation implementing such sections in a permit issued under Section 402 of the Act is subject to civil, administrative, and/or criminal penalties as set forth in 40 CFR 122.41(a)(2).

Any person or municipality who violates any provision of this permit, any rule, regulation, or order of the Department, or any condition or limitation of any permit issued pursuant to the Clean Streams Law is subject to criminal and/or civil penalties, as set forth in Sections 602, 603 and 605 of the Clean Streams Law.

b. Falsifying Information

Any person who does any of the following:

Falsifies, tampers with or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit; or

Knowingly makes any false statement, representation or certification in any record or other document submitted or required to be maintained under this permit (including monitoring reports or reports of compliance or non-compliance);

shall, upon conviction, be punished by a fine and/or imprisonment, as set forth in 18 P.S. § 4904 and 40 CFR 122.41(j)(5) and (k)(2).

c. Liability

Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance, pursuant to Section 309 of the Clean Water Act or Sections 602, 603 or 605 of the Clean Streams Law.

Nothing in this permit shall be construed to preclude the institution of any legal action or to relieve the permittee from any responsibilities, liabilities or penalties to which the permittee is or may be subject to under the Clean Water Act and the Clean Streams Law.

d. Enforcement Proceedings

- (1) It shall not be a defense for the permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity, in order to maintain compliance with the conditions of this permit.

3. OTHER RESPONSIBILITIES

a. Right of Entry

Pursuant to Sections 5(b) and 305 of the Pennsylvania's Clean Streams Law and 25 Pa. 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 and other documents as may be required by law:

- (1) To enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;
- (2) To have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
- (3) To inspect, at reasonable times, any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required under this permit;
- (4) To sample or monitor, at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act, any substances or parameters at any location.

b. Transfer of Permits

- (1) *Transfers by modification.* Except as provided in paragraph (2) of this section, a permit may be transferred by the permittee to a new owner or operator only if the permit has been modified or revoked and reissued, or a minor modification made to identify the new permittee and incorporate such other requirements as may be necessary under CWA.
- (2) *Automatic transfers.* As an alternative to transfers under paragraph (1) of this section, any NPDES Permit may be automatically transferred to a new permittee if:
 - (a) The current permittee notifies the Department at least 30 days in advance of the proposed transfer date in paragraph (2)(b) of this section;
 - (b) The notice includes the appropriate Department transfer form signed by the existing and new permittees containing a specific date for transfer of permit responsibility, coverage and liability between them; and
 - (c) The Department does not notify the existing permittee and the proposed new permittee of its intent to modify or revoke and reissue the permit. A modification under this subparagraph may also be a minor modification. If this notice is not received, the transfer is effective on the date specified in the agreement mentioned in paragraph (2)(b) of this section.

(5) In the event the Department does not approve transfer of the permit, the new owner or controller must submit a new permit application.

c. Property Rights

The issuance of this permit does not convey any property rights of any sort or any exclusive privilege.

d. Other Laws

The issuance of a permit does not authorize any injury to persons or property or invasion of other private rights, or any infringement of State or local law or regulations.

PART C**OTHER REQUIREMENTS**

1. Monitoring data required by this permit shall be submitted monthly. A Discharge Monitoring Report (DMR) properly completed and signed in accordance with Part A, Section 3.b.(3) of this permit, must be submitted within 28 days after the end of each monthly report period. Notification of the designation of the responsible operator must be submitted to the permitting agency by the permittee within 60 days after the effective date of the permit and from time to time thereafter as the operator is replaced. The DMR must be sent to:

Regional Manager
Water Management
Department of Environmental Protection
Lee Park, Suite 6010
555 North Lane
Conshohocken, PA 19428
2. For reporting purposes on the Discharge Monitoring Report, the term "average weekly" shall mean the highest average weekly value observed during the monthly monitoring period.
3. If, at anytime, the Department determines that the discharge permitted herein creates a public nuisance or causes environmental harm to the receiving water of the Commonwealth, the Department may require the permittee to adopt such remedial measures as will produce a satisfactory effluent. If the permittee fails to adopt such remedial measures within the time specified by the Department, the right to discharge herein granted shall, upon notice by the Department, cease and become null and void.
4. 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.
5. 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.
6. The attention of the permittee is directed to the fact that the herein approved discharge is directed to a small stream which affords a limited dilution potential. If the effluent creates a health hazard or nuisance, the permittee shall upon notice from the Department of Environmental Protection, provide such additional treatment as may be required by the Department.
7. Collected screenings, slurries, sludges, and other solids shall be handled and disposed of in compliance with 25 Pa. Code, Chapters 271, 273, 275, 283, and 285 (relating to permits and requirements for landfilling, land application, incineration, and storage of sewage sludge), Chapters 262, 263, and 264 (related to permits and requirements for landfilling and storage of hazardous sludge) and applicable Federal Regulations, the Federal Clean Water Act, RCRA, and their amendments.

PART C**OTHER REQUIREMENTS (continued)**

8. The Department may identify and require certain discharge specific data to be submitted before the expiration date of this permit. Upon notification by the Department, the permittee will have 12 months from the date of the notice to provide the required data. These data, along with any other data available to the Department, will be used in completing the Watershed TMDL/WLA Analysis and in establishing discharge effluent limits.
9. Instantaneous maximum limitations are imposed to allow for a grab sample to be collected by the appropriate regulatory agency to determine compliance. The permittee does not have to monitor for the instantaneous maximum limitation except for the parameters pH and total residual chlorine. However, if grab samples are collected for parameters normally monitored through composite sampling, the results must be reported.
10. The limits on page 2 and 2a of this NPDES permit are based on an ultra-violet disinfection system. If an alternate disinfection method is installed, this NPDES permit must be modified to address appropriate discharge limitations.

Re 30 (AR02)331-17E

DISCHARGE MONITORING REPORT (DMR)

NAME: UWCHLAN TOWNSHIP - CLIENT ID NO. 62675

FORM APPROVED.
OMB NO. 2040-0004.
Southeast Region Facsimile

ADDRESS: 715 NORTH SHIP ROAD EXTON, PA 19341-1940		PA0054917 PERMIT NUMBER		001 DISCHARGE NUMBER				
MONITORING PERIOD								
FACILITY: EAGLEVIEW STP - SITE ID NO. 451220		YEAR	MO	DAY	TO	YEAR	MO	DAY
LOCATION: UWCHLAN TOWNSHIP								
COUNTY: CHESTER								

**use this form from permit issuance
thru plant expansion to 475,000 gpd.**

NOTE: Read instructions before completing this form

Parameter		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		MONTHLY AVERAGE	WEEKLY AVERAGE	UNITS	INST. MINIMUM	MONTHLY AVERAGE	INST. MAXIMUM	UNITS			
Flow	Sample Measurement				XXXX	XXXX	XXXX				
	Permit Requirement	Report Monthly Average	Report Daily Maximum	MGD	XXXX	XXXX	XXXX	XXXX		CONTINUOUS	METEOROLOGICAL
pH	Sample Measurement	XXXX	XXXX	XXXX		XXXX					
	Permit Requirement	XXXX	XXXX	XXXX	6.0	XXXX	9.0	STD UNITS		DAILY	GRAVE
CBOD ₅ (5-1 to 10-31)	Sample Measurement				XXXX						
	Permit Requirement	8.8	13.1	LB/DAY	XXXX	7.0	10.5 Weekly Average	MG/L		1/WEEK	24 HC
CBOD ₅ (11-1 to 4-30)	Sample Measurement										
	Permit Requirement	17.5	26.3	LB/DAY	XXXX	14.0	21.0 Weekly Average	MG/L		1/WEEK	24HC
TOTAL SUSPENDED SOLIDS	Sample Measurement				XXXX						
	Permit Requirement	25.0	37.5	LB/DAY	XXXX	20.0	30.0 Weekly Average	MG/L		1/WEEK	24 HC
FECAL COLIFORM	Sample Measurement	XXXX	XXXX	XXXX	XXXX						
	Permit Requirement	XXXX	XXXX	XXXX	XXXX	200 Geometric Mean	XXXX	# COL/100 ML		1/WEEK	GRAVE
PHOSPHORUS (as P)	Sample Measurement		XXXX		XXXX		XXXX				
	Permit Requirement	1.25	XXXX	lb/day	XXXX	1.0	XXXX	MG/LI		1/WEEK	24 HC

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER	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 U.S.C. §1001 AND 33 U.S.C. §1319. (Penalties under these statutes may include fines up to \$10,000 and or maximum imprisonment of between 6 months and 5 years)	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE	DATE	
					TYPE OR PRINT

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

Paperwork Reduction Act Notice

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General Instructions

1. If form has been partially completed by preprinting, disregard instructions directed at entry of that information already preprinted.
2. Enter "*Permittee Name/Mailing Address* (and facility name/location, if *different*)," "*Permit Number*" and "*Discharge Number*" where indicated. (A separate form is required for each discharge.)
3. Enter dates beginning and ending "*Monitoring Period*" covered by form where indicated.
4. Enter each "*Parameter*" as specified in monitoring requirements of permit.
5. Enter "*Sample Measurement*" data for each parameter under "*Quantity*," and "*Quality*" in units specified in permit. "*Average*" is normally arithmetic average (geometric average for bacterial parameters) of all sample measurements for each parameter obtained during "*Monitoring Period*;" "*Maximum*" and "*Minimum*" are normally extreme high and low measurements obtained during "*Monitoring Period*." (Note to municipals with secondary treatment requirement: Enter 30-day average of sample measurement under "*Average*," and enter maximum 7-day average of sample measurements obtained during monitoring period under "*Maximum*.")
6. Enter "*Permit Requirement*" for each parameter under "*Quantity*" and "*Quality*" as specified in permit.
7. Under "*No Ex*" enter number of sample measurements during monitoring period that exceed maximum (and/or minimum or 7-day average as appropriate) permit requirement for each parameter. If none, enter "0".
8. Enter "*Frequency of Analysis*" both as "*Sample Measurement*" (actual frequency of sampling and analysis used during monitoring period) and as "*Permit Requirement*" specified in permit. (e.g., Enter "*Cont.*" for continuous monitoring, "*1/7*" for one day per week, "*1/30*" for one day per month, "*1/90*" for one day per quarter, etc.)
9. Enter "*Sample Type*" both as "*Sample Measurement*" (actual sample type used during monitoring period) and as "*Permit Requirement*," (e.g., Enter "*Grab*" for individual sample, "*24 HC*" for 24-hour composite, "*N/A*" for continuous monitoring, etc.)
10. Where violations of permit requirements are reported, attach a brief explanation to describe cause and corrective actions taken, and reference each violation by date.
11. If "no discharge" occurs during monitoring period, enter "*No Discharge*" across form in place of data entry.
12. Enter "*Name/Title of Principal Executive Officer*" with "*Signature of Principal Executive Officer of Authorized Agent*," "*Telephone Number*" and "*Date*" at bottom of form.
13. Mail signed Report to Office(s) by date(s) specified in permit. Retain Copy for your records.
14. More detailed instructions for use of this *Discharge Monitoring Report* (DMR) form may be obtained from Office(s) specified in permit.

Legal Notice

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DISCHARGE MONITORING REPORT (DMR)

NAME: UWCHLAN TOWNSHIP - CLIENT ID NO. 62675

ADDRESS: ~~P.O. BOX 255~~ 715 North Ship Road PA0054917

Exton, PA 19341-1940 PERMIT NUMBER

001

DISCHARGE NUMBER

FORM APPROVED.
OMB NO. 2040-0004.
Southeast Region Facsimile

use this form from permit issuance through plant expansion to 475,000 gpd

MONITORING PERIOD

FACILITY: EAGLEVIEW STP - SITE ID NO. 451220 YEAR MO DAY TO YEAR MO DAY

LOCATION: UWCHLAN TOWNSHIP

COUNTY: CHESTER

NOTE: Read instructions before completing this form

Parameter		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPL TYPE
		MONTHLY AVERAGE	WEEKLY AVERAGE	UNITS	INST. MINIMUM	MONTHLY AVERAGE	INST. MAXIMUM	UNITS			
AMMONIA (as N) (5/1 to 10/31)	Sample Measurement		XXXX	LB/DAY	XXXX		XXXX	MG/L			
	Permit Requirement	1.25	XXXX		XXXX	1.0	XXXX		1/WEEK	24 HC	
AMMONIA (as N) (11/1 to 4/30)	Sample Measurement		XXXX	LB/DAY	XXXX		XXXX	MG/L			
	Permit Requirement	3.75	XXXX		XXXX	3.0	XXXX		1/WEEK	24 HC	
DISSOLVED OXYGEN	Sample Measurement	XXXX	XXXX	XXXX		XXXX	XXXX	MG/L			
	Permit Requirement	XXXX	XXXX	XXXX	6.0	XXXX	XXXX		DAILY	GRAB	
	Sample Measurement										
	Permit Requirement										
	Sample Measurement										
	Permit Requirement										
	Sample Measurement										
	Permit Requirement										
	Sample Measurement										
	Permit Requirement										

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6. Enter "*Permit Requirement*" for each parameter under "*Quantity*" and "*Quality*" as specified in permit.
7. Under "*No Ex*" enter number of sample measurements during monitoring period that exceed maximum (and/or minimum or 7-day average as appropriate) permit requirement for each parameter. If none, enter "0".
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9. Enter "*Sample Type*" both as "*Sample Measurement*" (actual sample type used during monitoring period) and as "*Permit Requirement*," (e.g., Enter "*Grab*" for individual sample, "*24 HC*" for 24-hour composite, "*N/A*" for continuous monitoring, etc.)
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DISCHARGE MONITORING REPORT (DMR)

NAME: UWCHLAN TOWNSHIP- CLIENT ID NO. 62675

ADDRESS: 715 NORTH SHIP ROAD
EXTON, PA 19341-1940

PA0054917

PERMIT NUMBER

001

DISCHARGE NUMBER

FORM APPROVED.
OMB NO. 2040-0004.

Southeast Region Facsimile

use this form from completion of plant expansion to 475,000 GPD through expira

MONITORING PERIOD

FACILITY: EAGLEVIEW STP - SITE ID NO. 451220

YEAR MO DAY TO

YEAR MO DAY

location: uwchlan township

county: chester

NOTE: Read instructions before completing this form

Parameter		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPLE TYPE
		MONTHLY AVERAGE	WEEKLY AVERAGE	UNITS	INST. MINIMUM	MONTHLY AVERAGE	INST. MAXIMUM	UNITS			
FLOW	Sample Measurement				XXXX	XXXX	XXXX				
	Permit Requirement	Report Monthly Average	Report Daily Maximum	MGD	XXXX	XXXX	XXXX	XXXX		CONTINUOUS	METER
pH	Sample Measurement	XXXX	XXXX	XXXX		XXXX					
	Permit Requirement	XXXX	XXXX	XXXX	6.0	XXXX	9.0	STD UNITS		DAILY	GRAB
CBOD ₅ (5-1 to 10-31)	Sample Measurement				XXXX						
	Permit Requirement	23.4	35.0	LB/DAY	XXXX	6.0	9.0 Weekly Average	MG/L		1/WEEK	24 HC
CBOD ₅ (11-1 to 4-30)	Sample Measurement										
	Permit Requirement	46.8	70.0	LB/DAY	XXXX	12.0	18.0 Weekly Average	MG/L		1/WEEK	24 HC
TOTAL SUSPENDED SOLIDS	Sample Measurement				XXXX						
	Permit Requirement	79.2	118.8	LB/DAY	XXXX	20.0	30.0 Weekly Average	MG/L		1/WEEK	24 HC
FECAL COLIFORM	Sample Measurement	XXXX	XXXX	XXXX	XXXX						
	Permit Requirement	XXXX	XXXX	XXXX	XXXX	200 Geometric Mean	XXXX	# COL/100 ML		1/WEEK	GRAB
PHOSPHORUS (as P)	Sample Measurement		XXXX		XXXX						
	Permit Requirement	3.1	XXXX	LB/DAY	XXXX	0.8	XXXX	MG/L		1/WEEK	24 HC

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER

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 U.S.C. §1001 AND 33 U.S.C. §1319. (Penalties under these statutes may include fines up to \$10,000 and or maximum imprisonment of between 6 months and 5 years)

SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE

AREA CODE

NUMBER

DATE

YEAR

MO

DAY

TYPE OR PRINT

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

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3. Enter dates beginning and ending "Monitoring Period" covered by form where indicated.
4. Enter each "Parameter" as specified in monitoring requirements of permit.
5. Enter "Sample Measurement" data for each parameter under "Quantity" and "Quality" in units specified in permit. "Average" is normally arithmetic average (geometric average for bacterial parameters) of all sample measurements for each parameter obtained during "Monitoring Period;" "Maximum" and "Minimum" are normally extreme high and low measurements obtained during "Monitoring Period." (Note to municipals with secondary treatment requirement: Enter 30-day average of sample measurement under "Average," and enter maximum 7-day average of sample measurements obtained during monitoring period under "Maximum.")
6. Enter "Permit Requirement" for each parameter under "Quantity" and "Quality" as specified in permit.
7. Under "No Ex" enter number of sample measurements during monitoring period that exceed maximum (and/or minimum or 7-day average as appropriate) permit requirement for each parameter. If none, enter "0".
8. Enter "Frequency of Analysis" both as "Sample Measurement" (actual frequency of sampling and analysis used during monitoring period) and as "Permit Requirement" specified in permit. (e.g., Enter "Cont," for continuous monitoring, "1/7" for one day per week, "1/30" for one day per month, "1/90" for one day per quarter, etc.)
9. Enter "Sample Type" both as "Sample Measurement" (actual sample type used during monitoring period) and as "Permit Requirement," (e.g., Enter "Grab" for individual sample, "24 HC" for 24-hour composite, "N/A" for continuous monitoring, etc.)
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DISCHARGE MONITORING REPORT (DMR)

NAME: UWCHLAN TOWNSHIP- CLIENT ID NO. 62675

ADDRESS: 715 NORTH SHIP ROAD EXTON, PA 19341-1940		PA0054917 PERMIT NUMBER		001 DISCHARGE NUMBER					
FACILITY: EAGLEVIEW STP - SITE ID NO. 451220		YEAR		MO	DAY	TO	YEAR	MO	DAY
LOCATION: UWCHLAN TOWNSHIP									
COUNTY: CHESTER									

FORM APPROVED.
OMB NO. 2040-0004.

Southeast Region Facsimile
use this form from completion of plant
expansion to 475,000 GPD through expiration

NOTE: Read instructions before completing this form.

Parameter		QUANTITY OR LOADING			QUALITY OR CONCENTRATION				NO. EX	FREQUENCY OF ANALYSIS	SAMPL. TYPE
		MONTHLY AVERAGE	WEEKLY AVERAGE	UNITS	INST. MINIMUM	MONTHLY AVERAGE	INST. MAXIMUM	UNITS			
AMMONIA (as N) (5/1 to 10/31)	Sample Measurement		XXXX	LB/DAY	XXXX	0.8	XXXX	MG/L		1/WEEK	24 HC
	Permit Requirement	3.1	XXXX		XXXX		XXXX				
AMMONIA (as N) (11/1 to 4/30)	Sample Measurement		XXXX	LB/DAY	XXXX	2.4	XXXX	MG/L		1/WEEK	24 HC
	Permit Requirement	9.3	XXXX		XXXX		XXXX				
DISSOLVED OXYGEN	Sample Measurement	XXXX	XXXX	XXXX	6.0	XXXX	XXXX	MG/L		DAILY	GRAB
	Permit Requirement	XXXX	XXXX	XXXX		XXXX	XXXX				
	Sample Measurement										
	Permit Requirement										
	Sample Measurement										
	Permit Requirement										
	Sample Measurement										
	Permit Requirement										
	Sample Measurement										
	Permit Requirement										

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER	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 U.S.C. §1001 AND 33 U.S.C. §1319. (Penalties under these statutes may include fines up to \$10,000 and or maximum imprisonment of between 6 months and 5 years)	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE		DATE
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General Instructions

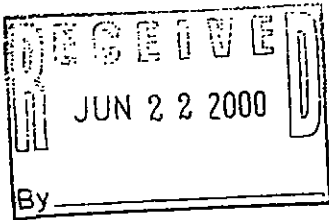
1. If form has been partially completed by preprinting, disregard instructions directed at entry of that information already preprinted.
2. Enter "*Permittee Name/Mailing Address* (and facility name/location, if *different*)," "*Permit Number*" and "*Discharge Number*" where indicated. (A separate form is required for each discharge.)
3. Enter dates beginning and ending "*Monitoring Period*" covered by form where indicated.
4. Enter each "*Parameter*" as specified in monitoring requirements of permit.
5. Enter "*Sample Measurement*" data for each parameter under "*Quantity*" and "*Quality*" in units specified in permit. "*Average*" is normally arithmetic average (geometric average for bacterial parameters) of all sample measurements for each parameter obtained during "*Monitoring Period*;" "*Maximum*" and "*Minimum*" are normally extreme high and low measurements obtained during "*Monitoring Period*." (Note to municipals with secondary treatment requirement: Enter 30-day average of sample measurement under "*Average*," and enter maximum 7-day average of sample measurements obtained during monitoring period under "*Maximum*.")
6. Enter "*Permit Requirement*" for each parameter under "*Quantity*" and "*Quality*" as specified in permit.
7. Under "*No Ex*" enter number of sample measurements during monitoring period that exceed maximum (and/or minimum or 7-day average as appropriate) permit requirement for each parameter. If none, enter "0".
8. Enter "*Frequency of Analysis*" both as "*Sample Measurement*" (actual frequency of sampling and analysis used during monitoring period) and as "*Permit Requirement*" specified in permit. (e.g., Enter "*Cont.*" for continuous monitoring, "*1/7*" for one day per week, "*1/30*" for one day per month, "*1/90*" for one day per quarter, etc.)
9. Enter "*Sample Type*" both as "*Sample Measurement*" (actual sample type used during monitoring period) and as "*Permit Requirement*," (e.g., Enter "*Grab*" for individual sample, "*24 HC*" for 24-hour composite, "*N/A*" for continuous monitoring, etc.)
10. Where violations of permit requirements are reported, attach a brief explanation to describe cause and corrective actions taken, and reference each violation by date.
11. If "no discharge" occurs during monitoring period, enter "*No Discharge*" across form in place of data entry.
12. Enter "*Name/Title of Principal Executive Officer*" with "*Signature of Principal Executive Officer of Authorized Agent*," "*Telephone Number*" and "*Date*" at bottom of form.
13. Mail signed Report to Office(s) by date(s) specified in permit. Retain Copy for your records.
14. More detailed instructions for use of this *Discharge Monitoring Report* (DMR) form may be obtained from Office(s) specified in permit.

Legal Notice

This report is required by law (33 U.S.C. 1318; 40 C.F.R. 125.27). Failure to report or failure to report truthfully can result in civil penalties not to exceed \$10,000 per day of violation; or in criminal penalties not to exceed \$25,000 per day of violation, or by imprisonment for not more than one year, or by both.

DELAWARE RIVER BASIN COMMISSION
P.O. BOX 7360
WEST TRENTON, NEW JERSEY 08628

PHASE III
DEBC



Project Review

NOTICE OF COMMISSION ACTION

Date: June 20, 2000

Docket No. D-2000-16 CP

Project Sponsor: Uwchlan Township
Attn: Manager
715 North Ship Road
Exton, Pennsylvania 19341-1940

Project Description: Eagleview Sewage Treatment Plant Expansion

Referred by: Pennsylvania Department of Environmental Protection

Action by Commission:

Incorporated in the Commission's Comprehensive Plan for the Delaware River Basin and approved pursuant to Section 3.8 of the Delaware River Basin Compact. See attached docket for terms and conditions.

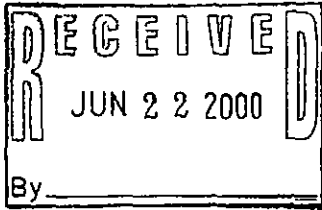
Explanatory Note:

The action has been taken by the Commission in accordance with its responsibilities under Sections 3.8, 11.1 and 11.2 of the Delaware River Basin Compact. The Commission maintains a comprehensive water resources plan for the Delaware River Basin and reviews water resources projects proposed by other public and private agencies. Review of projects enables the Commission to prevent conflicts among water users and to protect the integrity of the Comprehensive Plan.

Pamela M. Bush, Secretary

Enc.

c: Irene B. Brooks, William A. Gast, Dave Gordner, PADEP; Steven Biuso, Metcalf & Eddy; PADEP - Southeast



DOCKET NO. D-2000-16 CP

DELAWARE RIVER BASIN COMMISSION

Uwchlan Township
 Eagleview Sewage Treatment Plant Expansion
Uwchlan Township, Chester County, Pennsylvania

PROCEEDINGS

This is an application referred to the Commission, pursuant to an Administrative agreement under Sections 2-3.4 (a) and 2-3.7 of the *Administrative Manual - Part II, Rules of Practice and Procedure*, by the Pennsylvania Department of Environmental Protection (PADEP) on March 9, 2000, for review of a proposed sewage treatment plant expansion project. The project was approved by the PADEP on April 19, 2000, but it is withholding its Sewerage Permit No. 1500405 until the project is approved by the Delaware River Basin Commission (DRBC).

The application was reviewed for inclusion of the project in the Comprehensive Plan and approval under Section 3.8 of the Delaware River Basin *Compact*. The Chester County Planning Commission has been notified of pending action. A public hearing on this project was held by the DRBC on June 16, 2000.

DESCRIPTION

Purpose.—The purpose of this project is to increase the treatment capacity of the applicant's existing Eagleview sewage treatment plant (STP) from 0.15 mgd to 0.475 mgd.

Location.—The project STP is located less than one mile south of the intersection of U.S. Route 76 and Pennsylvania Route 100 in Uwchlan Township, Chester County, Pennsylvania. Treated effluent will continue to discharge to a natural wetlands area adjacent to Shamona Creek at River Mile 70.73 - 1.5 - 20.01 - 11.3 - 2.6.

The project outfall is located in the Brandywine Creek watershed (see Downingtown, PA USGS quad), as follows:

OUTFALL NO.	LATITUDE (N)	LONGITUDE (W)
001	40° 03' 45"	75° 40' 46"

D-2000-16 CP (Uwchlan Twp STP Expansion)

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Area served.—The expanded STP will continue to serve projected commercial, light industrial, and domestic connections in Uwchlan Township and Upper Uwchlan Township, Chester County, Pennsylvania.

Physical features.—

a. **Design criteria.**—The existing STP provides tertiary treatment of 0.15 mgd via an activated sludge process. Effluent is polished via discharge to a natural wetlands area prior to drainage to Shamona Creek. However, a direct discharge system, via pipeline and headwall is proposed. The proposed STP expansion will continue to provide tertiary treatment for 0.475 mgd through the year 2010. The project is designed to effectively treat a peak flow of 1.59 mgd. The current process of dry chemicals usage (soda ash for pH control and alum for phosphorus removal) will be replaced by liquid magnesium hydroxide and liquid alum, respectively.

b. **Facilities.**—The existing STP consists of an influent pump station, a manually cleaned bar screen, an equalization tank, two aeration tanks, two final settling tanks, two backwash sand filters, a chlorination disinfection system, and three aerobic digesters.

The proposed expansion will include a new manually cleaned bar screen and the addition of one equalization tank, two aeration tanks, one sand filter, one nine-module ultraviolet light disinfection unit, and one aerobic digestion tank.

c. **Other.**—The potable water supply in the project service area is provided by Uwchlan Township Municipal Authority.

The project facilities are above the 100-year flood elevation.

Emergency power will be provided by a new diesel generator.

Wasted sludge will be hauled off-site by a licensed hauler for deposit at a State-approved facility.

The National Pollutant Discharge Elimination System (NPDES) Permit No. PA0054917 issued by PADEP on January 14, 1997, includes final effluent limitations for the receiving waters designated by the PADEP as Trout Stocking Fishery and Migratory Fishes. The following average monthly effluent limits are among those listed in the NPDES permit and meet or are more stringent than the effluent requirements of the DRBC.

D-2000-16 CP (Uwchlan Twp STP Expansion)

PARAMETER	LIMIT
Waste Flow	0.475 mgd
pH (Standard Units)	6 to 9 at all times
Total Suspended Solids	20 mg/l (85% minimum removal)
Dissolved Oxygen	6 mg/l (minimum at all times)
CBOD (5-Day at 20° C) (5-1 to 10-31)	7 mg/l
(11-1 to 4-30)	14 mg/l
Ammonia Nitrogen (5-1 to 10-31)	1 mg/l
(11-1 to 4-30)	3 mg/l
Fecal Coliform	200 colonies per 100 ml as a geo. avg.
Phosphorus (4-1 to 10-31)	1 mg/l

The total dissolved solids concentration in the effluent is expected to be less than 500 mg/l.

Cost.—The overall cost of this project is estimated to be \$2,500,000.

Relationship to the Comprehensive Plan.—The existing STP was first approved by DRBC via Docket No. D-87-64 on September 22, 1987 and was not included in the Comprehensive Plan. The STP was expanded via Docket No. D-91-80 CP on September 22, 1993 and included in the Comprehensive Plan when Uwchlan Township assumed operation of the plant from Hankin Group.

FINDINGS

The nearest surface water intake of record for public water supply downstream of the project discharge is that of the Downingtown Municipal Water Authority located on East Branch Brandywine Creek approximately 4.2 river miles away.

The limits in Part C of the NPDES Permit are in compliance with Commission effluent quality requirements, where applicable.

The proposed project is designed to produce a discharge meeting the effluent requirements as set forth in the Water Quality Standards of the DRBC.

D-2000-16 CP (Uwchlan Twp STP Expansion)

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Near the project site, the Shamona Creek has an estimated seven day low flow with a recurrence interval of ten years of 0.1 mgd (0.15 cfs). The ratio of this low flow to the average design wastewater discharge from the expanded plant is 0.22 to 1. The NPDES permit issued by PADEP has effluent limits equivalent to, or more stringent than, DRBC effluent limits and are designed to protect the stream quality objectives for Shamona Creek.

The project does not conflict with nor adversely affect the Comprehensive Plan, is physically feasible, and does not adversely influence the present or future use and development of the water resources of the Basin.

DECISION

- I. The project, as described above, with modifications specified hereinafter, is hereby added to the Comprehensive Plan.
- II. The project is approved pursuant to Section 3.8 of the *Compact*, subject to the following conditions:
 - a. Approval is subject to all conditions imposed by the PADEP.
 - b. The facility shall be available at all times for inspection by the DRBC.
 - c. The facility shall be operated at all times to comply with the requirements of the Water Quality Standards of the DRBC.
 - d. Any relaxation to the water quality-based effluent limitations in Part C of the NPDES Permit, based on the findings of the Toxics Reduction Evaluation or other factors, that results in a change to the limitations that would permit any or all of them to exceed Commission Water Quality Standards will require the applicant to apply for revision to the docket in accordance with Section 3.8 of the *Compact*.
 - e. If at any time the receiving treatment plant proves unable to produce an acceptable effluent because of overloading or other reason, no further connections shall be permitted until the deficiency is remedied.

D-2000-16 CP (Uwchlan Twp STP Expansion)

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f. Nothing herein shall be construed to exempt the applicant from obtaining all necessary permits and/or approvals from other State, Federal or local government agencies having jurisdiction over this project.

g. Sound practices of excavation, backfill, and reseeding shall be followed to minimize erosion and deposition of sediment in streams.

h. Within 10 days of the date that construction of the project has started, the applicant shall notify the DRBC of the starting date and scheduled completion date.

i. Upon completion of construction of the approved project, the applicant shall submit a statement to the DRBC, signed by the applicant's engineer or other responsible agent, advising the Commission that the construction has been completed in compliance with the approved plans, giving the final construction cost of the approved project, and the date the project is placed into operation.

j. This approval shall expire three years from date below unless prior thereto the applicant has commenced operation of the subject project or has expended substantial funds (in relation to the cost of the project) in reliance upon this approval.

k. The area served by this project is limited to the service area as described above. Any expansion beyond this area is subject to review in accordance with Section 3.8 of the *Compact*.

l. Any requirements imposed by the National Pollutant Discharge Elimination System permitting agency shall supersede the requirements of this approval insofar as they impose more stringent treatment criteria.

m. The applicant shall make wastewater discharge in such a manner as to avoid injury or damage to fish or wildlife and shall avoid any injury to public or private property. The applicant shall assume all responsibility for any claims arising from the proposed discharges and shall indemnify and hold harmless the Commission against and from any and all claims made by or on behalf of any person arising from any discharges made by the applicant.

n. No sewer service connections shall be made to newly constructed premises with plumbing fixtures and fittings that do not comply with water conservation performance standards contained in Resolution No. 88-2 (Revision 2).

D-2000-16 CP (Uwchlan Twp STP Expansion)**6**

o. Nothing in this docket shall be construed as limiting the authority of DRBC to adopt and apply charges or other fees to this discharge or project to compensate for flow augmentation or other actions necessary to compensate for impacts on the Delaware estuary salinity.

p. The issuance of this docket shall not create any private or proprietary rights in the water of the Basin and the Commission reserves the right to amend, alter or rescind any actions taken hereunder in order to insure proper control, use and management of the water resources of the Basin.

BY THE COMMISSION

DATED: June 16, 2000

Commonwealth of Pennsylvania

Department of Environmental Protection

*In accordance with the
State Board for Certification of Water and Wastewater Systems Operators
and the Regulations of the
Department of Environmental Protection*

ROBERT J VANCLEVE

Is Hereby Authorized to Operate
WASTEWATER SYSTEM

Class: A,E
Subclass: 1,2,3,4

Client ID: 196809

ROBERT J VANCLEVE
133 SCHOOLHOUSE LA
BROOKHAVEN PA 19015

Issue Date Jul 01, 2008
Expiration Date Jun 30, 2009

Charles P. Cole
Board Chairman

Certificate No. T2033

Above is your wall certificate, detach at perforation and display in plant office.

Below is your pocket card, detach and keep in a safe place.

It is your responsibility to notify Certification and Licensing if your mailing address changes.

If you have any questions concerning your certification call 717-787-5236.

Department of Environmental Protection
Certification and Licensing
P O Box 8454 - 400 Market Street
Harrisburg PA 17105-8454

Commonwealth of Pennsylvania

Department of Environmental Protection
State Board for Certification of
Water and Wastewater Systems Operators

Client ID: 196809 Expires: Jun 30, 2009
Certificate No. T2033
Cl&Sub: A,E 1,2,3,4
ROBERT J VANCLEVE
133 SCHOOLHOUSE LA
BROOKHAVEN PA 19015

Training Course Information:

Department of Environmental Protection
Bureau of Water and Wastewater Management
Division of Technical Assistance and Outreach
PO Box 8467
Harrisburg, PA 17105-8467
717-787-0122

Commonwealth of Pennsylvania

Department of Environmental Protection

*In accordance with the
State Board for Certification of Water and Wastewater Systems Operators
and the Regulations of the
Department of Environmental Protection*

THOMAS A CICALA

*Is Hereby Authorized to Operate
WASTEWATER SYSTEM*

Client ID: 196802

Class: A,E
Subclass: 1,2,3,4

THOMAS A CICALA
116 DAMSON LN
NORTH WALES PA 19454

Issue Date Jul 01,
Expiration Date Jun 30,

2006
2009

Board Chairman

ertificate No. T2060

EAGLEVIEW ENVIRONMENTAL ENTERPRISES, INC.

PRO FORMA NUMBER OF CUSTOMERS / RATES / AVERAGE BILL
FOR THE FIRST, FIFTH, AND TENTH YEARS OF OPERATIONS

	<u>Year 1</u>	<u>Year 5</u>	<u>Year 10</u>
<u>Number of Customers</u>			
Residential	448	496	504
Commercial	36	36	67
Commercial w/Reserve Capacity & Usage	10	10	10
Number of Customers/Units	<u>494</u>	<u>542</u>	<u>581</u>
 <u>Operating Revenues</u>			
Residential	\$134,400	\$171,120	\$229,965
Commercial	183,849	256,723	586,845
Commercial Reserve Capacity Usage	22,701	26,106	244,099
Commercial Reserve Capacity Unused	234,361	269,515	146,862
Number of Customers/Units	<u>\$575,311</u>	<u>\$723,465</u>	<u>\$1,207,771</u>
 <u>Rates:</u>			
<u>Flat Rate Residential</u>			
Quarterly EDU Bill	\$75.00	\$86.25	\$114.07
Annual EDU Bill	\$300.00	\$345.00	\$456.28
 <u>Commercial</u>			
Minimum Bill	\$75.00	\$86.25	\$114.07
 <u>Volumetric Rates*</u>			
Usage Rate per 1,000 Gal	\$5.10	\$5.87	\$7.76
Unused Res. Cap. Rate per 1,000 Gal	\$5.10	\$5.87	\$7.76
 <u>Estimated Annual Usage (000's)*</u>			
Residential	32,704	36,208	36,792
Commercial	36,049	43,772	75,658
Commercial Reserve Capacity Usage	4,451	4,451	31,470
Commercial Reserve Capacity Unused	45,953	45,953	18,934
Total Annual Usage	<u>119,157</u>	<u>130,384</u>	<u>162,855</u>
 Avg. GPD (Annual Usage x 1000 / 365)	 326,457	 357,217	 446,177

* Commercial Customers billed based upon metered water consumption; Residential billed at flat rates

**EAGLEVIEW ENVIRONMENTAL ENTERPRISES, INC.
D/B/A EAGLEVIEW ENVIRONMENTAL
RATES, RULES AND REGULATIONS GOVERNING
THE PROVISION OF WASTEWATER COLLECTION, TREATMENT
AND DISPOSAL SERVICE TO THE PUBLIC IN PORTIONS OF
UPPER UWCHLAN AND
UWCHLAN TOWNSHIPS, CHESTER COUNTY**

ISSUED: December 11, 2006

EFFECTIVE: February 9, 2007

By: Robert S. Hankin, President
Eagleview Environmental Enterprises, Inc.
d/b/a Eagleview Environmental
707 Eagleview Boulevard
Exton, PA 19341

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LIST OF CHANGES

Establish initial tariff.

PART I: SCHEDULE OF RATES AND CHARGES

Section A - Rates for Metered Service

1. Application: Metered rates will be charged to commercial and industrial customers, based on water consumption:
2. Volumetric Rate: \$4.73/1000 gallons.

Section B - Flat Rates

1. Application: The charge per residential dwelling unit for residential service.
2. The flat rate is \$70.00 per quarter.

Section C - Wastewater Capacity Reservation Charge

1. Application: Applicants for wastewater service who do not intend to connect to the system immediately upon application shall be charged a wastewater capacity reservation fee because the treatment capacity shall be available and maintained for each such commitment made by the Company.
2. Charge: The capacity reservation charge is \$4.73 per 1,000 gallons reserved.

Section D. Returned Check Charge

A charge of \$35 will be assessed any time where a check which has been presented to the Company for payment on account has been returned by the payer bank for any reason.

Section E - Service Termination or Resumption Rates

1. Application: These rates will be applied as set forth in Part III, Section C of this tariff.
2. Rate: \$60.00 per termination or turn-on.

PART II: DEFINITIONS

The following words and phrases, when used in this tariff, shall have the meanings assigned below unless the context clearly indicates otherwise:

1. Annual Line Extension Cost: The sum of a Company's additional annual operating and maintenance costs, debt costs and depreciation charges associated with the construction, operation and maintenance of a line extension.
2. Annual Revenue (for line extension purposes): The Company's expected additional annual revenue from a line extension based on the Company's currently effective tariff rates and on the average annual usage of customers similar in nature and size to the bona fide service applicant.
3. Applicant: A person, association, partnership, corporation, municipality, authority, state or federal governmental agency or other entity who applies to become a customer of the Company in accordance with Part III, Section A, of this tariff.
4. Bona Fide Service Applicant (for line extension purposes): A person or entity applying for wastewater service to an existing or proposed structure within the Company's certificated service territory for which a valid occupancy or building permit has been issued if the structure is either a primary residence of the applicant or a place of business. An applicant shall not be deemed a bona fide service applicant if:
 - (a) applicant is requesting wastewater service to a building lot, subdivision or a secondary residence;
 - (b) the request for service is part of a plan for the development of a residential dwelling or subdivision; or
 - (c) the applicant is requesting special utility service.
5. Commission: The Pennsylvania Public Utility Commission.
6. Company: Eagleview Environmental Enterprises, Inc. d/b/a Eagleview Environmental.

7. Company Service Line: The wastewater line from the collection facilities of the Company which connects to the customer service line at the hypothetical or actual curb line or the actual property line.
8. Customer: A person or entity who is an owner or occupant and who contracts with the Company for or who takes or receives wastewater collection, treatment and/or disposal service without a contract.
9. Customer Service Line: The wastewater line extending from the end of the Company service line or connection to the point of connection at the customer's premise.
10. Debt Costs: The Company's additional annual cost of debt associated with financing a line extension investment based on the current debt ratio and weighted long-term debt cost rate for the Company or that of a comparable jurisdictional wastewater utility.
11. Depreciation Charges: The Company's additional annual depreciation charges associated with a specific line extension investment to be made based on the current depreciation accrual rates for that Company or that of a comparable jurisdictional wastewater utility.
12. Dwelling Unit: A structure or dwelling intended to be occupied as a whole by one family.
13. Garbage: The solid wastes from domestic cooking and dispensing of food, and from the handling and storage of produce.
14. Grinder pump: Any mechanical or powered device used to grind, macerate or fluidize garbage so that it can be discharged into the wastewater system of the Company.
15. Line extension (for line extension purposes): An addition to the Company's main line which is necessary to serve the premises of a customer.
16. Main: The Company's pipe, excluding service connections, located in a public highway, street, alley or private right-of-way which pipe is used in transporting wastewater.

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17. Meter: Any device supplied by the Company, except as approved by the Commission, for the purpose of measuring water or wastewater consumption.
 18. Nonresidential Service: Wastewater service supplied to a commercial or industrial building, including a hotel or motel, or to a master-metered trailer park or multi-tenant apartment building.
 19. Operating and Maintenance Costs (for line extension purposes): The company's average annual operating and maintenance costs associated with serving an additional customer, including customer accounting, billing, collections, water purchased, power purchased, chemicals, and other variable costs based on the current total Company level of such costs, as well as costs particular to the specific needs of that customer, such as line flushing.
 20. Residential Service: Wastewater service supplied to an individual single-family residential dwelling unit.
 21. Regulatory Agency: Agencies, including but not limited to the Commission, the Pennsylvania Department of Environmental Protection (DEP), the U.S. Environmental Protection Agency (EPA), the Delaware River Basin Commission (DRBC), or the Susquehanna River Basin Commission (SRBC) which have authority over the operations of and/or discharges into and/or from the Company's treatment facilities.
 22. Sanitary Sewer: A sewer which carries sanitary wastewater and excludes storm, surface and ground water.
 23. Special Utility Service: Residential or business service which exceeds that required for ordinary residential purposes. See additional clarification in Section H, Part 2(e) of this tariff.
 24. Storm Sewer: A sewer which receives discharges from stormwater building sewers and/or carries off surface, subsurface, or stormwater from the buildings, ground, streets, or other areas, including street wash.
 25. Suspended Solids: Solids that either float on the surface of, or are in suspension in water, wastewater, or other liquids, and which are largely removable by filtration.

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26. Tariff: All of the service rates, rules and regulations issued by the Company, together with any supplements or revisions thereto, officially approved by the Commission and contained in this document.
27. Termination/Turn-On. The act of the local water provider shutting off or turning on water service upon the request of the Company, on grounds set forth in Part III, Section C.
27. Toxic Substances: Any substances where gaseous, liquid or solid waste which, when discharged to a public sewer in sufficient quantities, will be detrimental to any biological wastewater treatment process, constitute a hazard to human beings or animals, inhibit aquatic life, or create a hazard to recreation in receiving waters of the effluent from a wastewater treatment plant, or as defined pursuant to PL 92-500 (Federal Water Pollution Control Act Amendments of 1972) or its amendments.
28. Wastes: Any liquid, gaseous, or solid substances or combination thereof which are discarded, leached, or spilled substances or combination thereof including sanitary wastewater but excluding storm-water.
29. Wastewater: A combination of the water-carried wastes from residential, commercial and industrial users, together with such ground surface and storm water as may be present in sanitary sewers.

PART III: RULES AND REGULATIONS***Section A - Applications for Service***

1. Service Application Required: All applications for service must be in writing on a form provided by the Company and signed by the owner or owners of the property to which wastewater collection service will be provided; except that where a lessee of property occupies or uses the property under a lease having a fixed term of more than six (6) months, the lessee may request service as an applicant. The Company may, at its sole discretion, require that a separate contract for service be signed by the applicant. The Applicant must provide the Company with two acceptable forms of identification upon request.
2. Change in Ownership or Tenancy: A new application must be made to the Company upon any change in ownership where the owner of the property is the customer, or upon any change in the identity of a lessee where the lessee of the property is the customer. The Company shall have the right to discontinue or otherwise interrupt wastewater collection service upon three (3) days' notice if a new application has not been made and approved for the new customer.
3. Acceptance of Application: An application for service shall be considered accepted by the Company only upon oral or written approval by the Company. The Company may provide service to the applicant pending formal review and acceptance of the application.
4. Application Forms: Application forms can be obtained at the Company's local business office, presently located at 707 Eagleview Boulevard, Exton, PA 19341.
5. Temporary Service: In the case of temporary service for short-term use, the Company may require the customer to pay all costs of making the service connection and for its removal after the service has been discontinued, or to pay a fixed amount in advance to cover such expenses. If the service connection is physically removed, the customer shall receive a credit for reasonable salvage value.

Section B - Construction and Maintenance of Facilities

1. Customer Service Line: The customer service line shall be furnished, installed, maintained and/or replaced, when necessary, by and at the sole expense of the customer. The Company reserves the right to determine the size, kind and depth of customer service lines.
2. Separate Trench: The customer wastewater service line shall not be laid in the same trench with drain or water pipe, the facilities of any other public utility or of any municipality or municipal authority that provides a public utility service.
3. Customer's Responsibilities: All service lines, connections and fixtures furnished by the customer shall be maintained by the customer in good working order. All valves, meters and appliances furnished by the Company and on property owned or leased by the customer shall be protected properly by the customer. All leaks in the customer service line or any pipe or fixtures in or upon the customer's premises must be repaired immediately by the customer.
4. Right to Reject: The Company may refuse to connect with any piping system or furnish wastewater collection, treatment and/or disposal through a service already connected if such system or service is not properly installed or maintained, or if the system has illegal connections, such as those that admit stormwater into the system.
5. Water Use Standards for Certain Plumbing Fixtures: This rule establishes maximum water use criteria for certain plumbing fixtures installed in all new construction or renovation. Such standards have been implemented to achieve maximum efficiency of water use which the Commission has determined is technologically feasible and economically justified.

(a) Maximum permitted water usage levels shall be as follows:

<u>Plumbing Fixture</u>	<u>Maximum Water Use</u>
water closets	1.6 gallons/flush
urinals	1.5 gallons/flush

(b) The Company may exempt particular customers, or classes of customers, when it is determined that the water use standards for plumbing fixtures listed above are unreasonable, cannot be accommodated by existing technology or are otherwise inappropriate.

6. Individual Service Lines: Except as otherwise expressly authorized by the Company, each individual customer shall be served only through a separate service line connected directly to the Company's collection main, and that service line shall not serve any other customer or premise. No additional attachment may be made to any customer's service line for any purpose without the express written approval of the Company.
7. Connection to Company Mains: No connection shall be made to the Company's main, nor detachment from it, except under the direction and control of the Company. All such connections shall be property of the Company and shall be accessible to it and under its control. The Company will furnish, install and maintain all service lines from the main to the curb.

Section C - Discontinuance, Termination and Restoration of Service

1. Discontinuance by Customer: Where a customer requests the Company to discontinue service, the following rules shall apply:
 - (a) A customer who wishes to have service discontinued shall give at least three (3) days' notice to the Company, specifying the date on which service is to be discontinued. In the absence of proper notice, the customer shall be responsible for all service rendered until the time that the Company shall have actual or constructive notice of the customer's intent to discontinue service. The customer shall not begin to use nor cease to use wastewater service without the prior written consent of the Company. A customer discontinuing service remains a customer for purposes of paying turn-on fees pursuant to Rule 3 of this Section for a period of nine (9) months.
 - (b) Where a customer requests turn-on of service within six (6) months of disconnection, the customer shall be subject to monthly minimum billing for the period of disconnection.
2. Termination by Company: Service to the customer may be terminated for good cause, including, but not limited to, the following:
 - (a) making an application for service that contains material misrepresentations;
 - (b) failure to repair leaks in pipes or fixtures;
 - (c) tampering with any service line or curb connection, or installing or maintaining any unauthorized connection;
 - (d) theft of service, which shall include taking service without having made a proper application for service under Part III, Section A;

- (e) failure to pay, when due, any charges accruing under this tariff;
 - (f) discharge of any prohibited substance listed in Section F into the wastewater system or connection that admit stormwater into the system;
 - (g) receipt by the Company of an order or notice from the Department of Environmental Protection, a health agency, local plumbing inspector or other similar authority, to terminate service to the property served on the grounds of violation of any law or ordinance, or upon notice to the Company from any such authority that it has ordered an existing violation on the property to be corrected and that such order has not been complied with or
 - (h) material violation of any provisions of this tariff.
3. Turn-on Charge: Whenever service is discontinued or terminated pursuant to Rule 1 or Rule 2 of this Section, service shall be permitted by the Company only upon the payment by the customer of a turn-on charge and the curing of the problem that gave rise to the termination if under Rule 2.

Section D - Billing and Collection

1. Issuance of Bills: The Company will bill each customer within fifteen (15) days of the last day of each billing period.
2. Billing Due Date: The due date for payment of a bill for nonresidential service shall be no less than fifteen (15) days from the date of transmittal. The due date for payment of a bill for residential service shall be no less than twenty (20) days from the date of transmittal. If the last day for payment falls on a Saturday, Sunday or bank holiday, or on any day when the offices of the Company are not open to the general public, the due date shall be extended to the next business day. The Company may not impose a late-payment charge unless payment is received more than five (5) days after the stated due date.
3. Late-Payment Charge: All amounts not paid when due shall accrue a late-payment charge at the rate not to exceed one and fifty one-hundredths percent (1.50%) per billing period, not to exceed eighteen percent (18%) per year when not paid as prescribed in Rule 2 of this Section.
4. Change in Billing Address: If a customer fails to notify the Company of a change in billing address, the customer shall remain responsible to remit payment by the billing due date.

5. Application of Payment: Utility bills rendered by the Company shall include only the amount due for utility service. Where a customer remittance to the Company includes payment for any non-utility services, proceeds will be applied first to pay all outstanding regulated utility charges.
6. Return Check Charges: The customer shall be responsible for the payment of a charge for each time a check presented to the Company for payment on that customer's utility bill is returned by the payer bank for any reason including, but not limited to, insufficient funds, account closed, payment stopped, two signatures required, post-dated, stale date, account garnished, or unauthorized signature. This charge is in addition to any charge which may be assessed against the customer by the bank.
7. Disputed Bills: In the event of a dispute between the customer and the Company with respect to any bill, the Company will promptly make such investigation as may be required by the particular case and report the result to the customer. The customer is not obligated to pay the disputed amount during the pendency of the Company's investigation. When the Company has made a report to the customer sustaining the bill as rendered, the customer shall have fifteen (15) days from the date of such report in which to pay the bill. If the Company determines that the bill originally rendered is incorrect, the Company will issue a corrected bill with a new due date for payment. Any amounts received by the Company in excess of the amount determined to be due by the Company's investigation of the dispute shall be refunded to the customer.

Section E - Deposits

1. Residential Customers:
 - (a) New Applicants—The Company shall provide service without requiring a deposit unless the applicant was terminated for nonpayment within the prior twelve (12) months by the Company or another regulated public utility, or has an unpaid balance for prior service from the Company. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.
 - (b) Existing Customers—If a customer has paid late on two (2) consecutive occasions or a total of three (3) times within the prior 12-month period, the Company may send a letter informing the customer that a deposit may be required if another late payment is received within the next twelve (12) months. An existing customer may be required to pay a deposit as a condition to having service restored after termination for non-payment or for failure to comply with a payment agreement. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.

- (c) Deposit Refunds and Interest—A deposit will be refunded if service is discontinued and the final bill is paid or if the customer has paid the bills for the prior 12-month period without having been late on more than two (2) occasions and is not currently delinquent. Deposits from residential customers shall bear simple interest at the rate of the average of one-year Treasury Bills for September, October and November of the previous year, payable annually without deductions for taxes thereon unless otherwise required by law. The applicable interest rate for each year shall be determined as of January 1 of that year.
2. Nonresidential Customers:
- (a) New Applicants—A deposit may be required from any new applicant who does not have prior satisfactory credit history with the Company. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.
- (b) Existing Customers—Deposit requirements for existing nonresidential customers shall be as established for residential customers in Rule 1 of this Section.
- (c) Deposit Refunds and Interest—A deposit will be refunded if the customer pays all bills on time over a 12-month period or if service is disconnected and the final bill has been paid. There will be no interest paid on deposits for nonresidential accounts.

Section F - Wastewater Control Regulations

1. General:
- (a) No storm water from pavements, area ways, roof runoff water, foundation drains, subsurface drains, water from springs, cooling water, basement sump pumps, unpolluted industrial or commercial process water or other sources shall be admitted to the Company mains.
- (b) The discharge of garbage to the sewer system is expressly prohibited. Properly shredded garbage may be discharged into the sewer system when expressly authorized by the Company.
- (c) This does not exclude or preclude pump-out of manholes by a utility company or of manholes on plant premises which should be kept in dry or reasonably dry condition.

2. Discharges: No person shall cause or permit to be discharged into the Company's wastewater system any toxic substances or wastes having any of the following characteristics:
- (a) Wastes containing any gasoline, naphtha, fuel, oil or other liquids, solids or gases which by reason of their nature or quality may cause fire or explosion or be in any other way injurious to persons, the structures of the wastewater system or its operation.
 - (b) Wastes having a temperature in excess of 120 degrees F. or less than 20 degrees F.
 - (c) Washes having a pH lower than 6.0 or higher than 9.0 having any corrosive property capable of causing damage or hazards to structures, equipment or personnel of the wastewater system.
 - (d) Wastes containing any noxious or malodorous gas or substance that either singly or by interaction with sewage or other wastes is likely in the opinion of the Company to create a public nuisance or hazard to life or prevent entry to sewers for their maintenance and repair.
 - (e) Wastes containing ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, hair, chemical or paint residues, greases, paunch, manure, cotton, wool, plastic or other fibers, lime, slurry or any other solid or viscous material of such character or in such quantity as in the opinion of the Company may cause an obstruction to the flow in sewers or otherwise interfere with the proper operation of the sewer system.
 - (f) Wastes containing insoluble, non-flocculent substances having a specific gravity in excess of 2.65.
 - (g) Wastes containing soluble substances in such concentrations as to cause the specific gravity to be greater than 1.1.
 - (h) Wastes containing any of the following substances in concentrations exceeding those shown in the following table as measured by an acceptable method:

<u>Substance</u>	<u>Maximum Permissible Concentration (mg/l)</u>
Phenolic Compounds, e.g.,	
As C ₆ H ₅ OH	1.00
Cyanides	0.00
Cyanates	0.00
C.B.O.D. (5 day)	300.00
Iron	3.00

<u>Substance</u>	<u>Maximum Permissible Concentration</u>
Trivalent Chromium	.05
Hexavalent Chromium	.05
Nickel	.05
Copper	.50
Lead	0.50
Zinc as Zn	0.50
Mercury as Hg	0.00

- (i) Wastes containing other matter detrimental to the operation of a sewage treatment plan or sanitary sewers causing erosion, corrosion or deterioration in sewers, equipment and structures of a sanitary or sewage treatment plant.
- (j) Wastes containing more than 100 mg/l by weight of tar, fat, oil or grease.
- (k) Wastes containing more than 10 mg/l of any of the following gases, hydrogen sulfide, sulfur dioxide, nitrous oxide, or any of the halogens.
- (l) Wastes containing a toxic or poisonous substance, in a sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals or create any hazard in the sewer system operation and such toxic wastes shall include, but not be limited to wastes containing cyanide, chromium and/or copper ions.
- (m) Any waste containing toxic substance in quantities sufficient to interfere with the biochemical processes of the sewage treatment works or that will pass through the sewage treatment works and exceed the state and/or federal requirements in respect thereof.
- (n) Any waste containing radioactive isotopes.

3. Sampling and Analysis:

- (a) All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in these rules may be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater" as prepared, approved and published jointly by the American Public Health Association, the American Water Works Association, and/or the Water Pollution Control Federation or other reference sources specified by regulatory agency requirements, such as "Methods for Chemical Analysis of Water and Wastes," U.S.E.P.A. 1974 or its subsequent updated version.

- (b) All measurements, test, inspections and analyses deemed by the Company to be necessary under this Section or any other part of the Rules and Regulations of the Company, shall be done by the Company or its agents, employees or contractors. If the measurements, test, inspections and/or analyses determine that a customer has created a situation which is in violation of any statute, ordinance, rule or regulation then the customer shall be required to pay all costs incurred in order to measure, test, inspect, analyze and remedy the situation. Otherwise, the costs involved are to be born by the Company. Costs assessed against a Customer pursuant to this Section shall be in addition to any other fees charged by the Company. The costs shall be payable within 30 days of presentation of a bill for such costs by the Company to the Customer(s).
- (c) Where the Company deems it advisable, it may require any person discharging wastes to install and maintain, at his or her own expense, in a manner approved by the Company or its representative, a suitable device to continuously measure and record the pH of the wastes so discharged.
4. Disposal of Wastes From Septic Tanks and Cesspools: No person shall dispose of wastes from septic tanks, cesspools, or other such sources of sanitary sewage to the Company's wastewater system, except as designated by the Company.
5. Penalties: The Company reserves the right to deny wastewater service for violation of any provision of these regulations, subject to PUC rules and regulations.
6. Damage to System and Indemnification: In the event of any damage to the Company's wastewater system caused by a customer, such damage shall be immediately reported to the Company and said customer shall reimburse the Company for the costs of such repairs.

Section G - Line Extensions

1. Requests by Bona Fide Service Applicant: Upon request by a bona fide service applicant, the Company shall construct line extensions within its franchised territory consistent with the following directives:
- (a) Line extensions to bona fide service applicants shall be funded without customer advance where the annual revenue from the line extension will equal or exceed the Company's annual line extension costs.

- (b) If the annual revenue from the line extension will not equal or exceed the Company's annual line extension costs, a bona fide service applicant may be required to provide a customer advance to the Company's cost of construction for the line extension. The Company's investment for the line extension shall be the portion of the total construction costs which generate annual line extension costs equal to annual revenue from the line extension. The customer advance amount shall be determined by subtracting the Company's investment for the line extension from the total construction costs.
- (c) The Company's investment for the line extension shall be based on the following formula, where X equals the Company's investment attributed to each bona fide applicant:

$$X = [AR - OM] \text{ divided by } [I + D] ; \text{ and,}$$

AR = the Company's annual revenue
 OM = the Company's operating and maintenance costs
 I = the Company's current debt ratio multiplied by the
 Company's weighted long-term debt cost rate
 D = the Company's current depreciation accrual rate

2. Customer advance financing, refunds and facilities on private property:

- (a) When a customer advance is required of a service applicant and an additional customer or customers attach service lines to the line extension within ten (10) years, the Company shall refund a portion of the advance to the customer. Deposits made for additional facilities other than the line extension are contributions in aid of construction and need not be refunded.
- (b) The Company will refund to the applicant, during a period of ten (10) years from the date of the extension deposit, a per-customer amount for each additional bona fide service applicant from whom a street service connection shall be directly attached to such main extension as distinguished from extensions or branches thereof. Provided, however, that the total amount refunded shall not exceed the original deposit without interest, and provided that all or any part of the deposit not refunded within said ten (10) year period shall become the property of the Company and shall be treated as Contributions in Aid of Construction for ratemaking purposes. The per customer refund amount shall equal the Company's investment attributed to each bona fide applicant as calculated in the formula contained in Section G, Rule 1, Subsection (c) of this tariff.
- (c) The Company shall require a customer to pay, in advance, a reasonable charge for service lines and equipment installed on private property for the exclusive use of the customer.

- (d) Special utility service shall mean residential or business service which exceeds that required for ordinary residential purposes. Section G Rule 1 (a) through (c) of this tariff do not apply to special utility service. By way of illustration and not limitation, special utility service shall include: the installation of facilities such as oversized mains and booster pumps as necessary to provide adequate flows, or service to large commercial and industrial facilities. An otherwise bona fide applicant requesting service which includes a "special utility service" component is entitled to bona fide applicant status, including the corresponding Company contribution toward the costs to the line extension which do not meet the special utility service criteria.
3. Requirement for Extension Deposit Agreement: Where extension of facilities is not fully funded by the Company pursuant to Rule 2 of this Section, the execution by the applicant of an Extension Deposit Agreement for customer contribution or advance shall be a condition of extending the facilities. Upon notice that the Company is prepared and able to go forward with the work, the applicant will deposit with the Company the amount specified in the Extension Deposit Agreement.
4. Size of Main: The Company shall have the exclusive right to determine the type and size of mains to be installed and the other facilities required to render adequate service. However, where the Company decides to install a pipe larger than necessary to render extension of adequate service to the applicant, estimated or actual cost figures in the Extension Deposit Agreement shall include only the material and installation cost for a pipe the size of which is necessary to provide adequate service to the applicant. Any incremental costs of a larger pipe will be the responsibility of the Company. All estimated or actual cost figures referred to in the Extension Deposit Agreement shall include a reasonable allowance for overhead costs and taxes as appropriate.
5. Length of Extension: In determining the necessary length of an extension, the terminal point of such extension shall be at that point in the curb line, which is equidistant from the side property lines of the last lot for which service was requested. A street service connection will be provided only for customer service lines that extend at right angles from the curb line in a straight line to the premises to be served.
6. Cost True-up: At the conclusion of the main extension project there shall be a reconciliation of the actual costs incurred to the amount of extension deposit that has been paid by the customer. If the actual cost exceeds the deposit, the applicant shall be responsible for payment to the Company of the difference. If the deposit exceeds the actual cost, the Company shall refund the difference.

Section H - Service Continuity

1. Regularity of Service: The Company may, at any time, shut off service in case of accident or for the purpose of making connections, alterations, repairs or changes, or for other reasons. The Company will, pursuant to Commission regulations at 52 Pa. Code § 67.1 and as circumstances permit, notify customers to be affected by service interruptions.
2. Liability for Damages:
 - (a) Limitation of Damages for Service Interruptions—The Company's liability to a customer for any loss or damage from any excess or deficiency in the wastewater collection service due to any cause other than willful misconduct or negligence by the Company, its employees or agents shall be limited to an amount no more than the customer charge or minimum bill for the period in question. The Company will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in service, but cannot and does not guarantee that such will not occur.
 - (b) Responsibility for Customer Facilities—The Company shall not be liable for any loss or damage caused by reason of any break, leak or other defect in a customer's own service pipe, line, fixtures or other installations, except where the damage is a result of the negligence or willful misconduct of the Company, its employees or agents.

Section I - Waivers

The Company may, at its sole discretion, waive any of the Rules contained herein that operate for the benefit of the Company; provided, that no such waiver will be valid unless in writing and signed by an authorized representative of the Company, and provided that no waiver will be allowed where the waiver would constitute a violation of the Public Utility Code, the regulations of the Commission or of any other applicable statute, law or regulation.

Section J - Amendment of Commission Regulations

Whenever Commission regulations in Title 52 of the Pennsylvania Code are duly amended in such a way as would produce a difference between Commission regulations and this tariff, this tariff is deemed to be amended so as to be consistent with the amendments to the regulations, except that if application of the amendment to Title 52 is discretionary, this tariff will remain unchanged.

Section K. Industrial and Commercial Service Limitations.

1. Pretreatment: All industrial and commercial waste proposed for discharge into the sewer system shall be studied to determine the degree of pretreatment, if any, necessary in order that the waste will not adversely affect the system or the sewage treatment facilities. The Company will have the authority to properly control any waste discharge into its sewage system by regulating the rate of any waste discharge into its sewer system by requiring necessary pretreatment, and excluding certain waste, if necessary, to protect the integrity of the Company's system.

2. Customer Limitations: Customers specifically agree that service applies exclusively for domestic/household sewage. If any Customer discharges industrial or commercial waste that:
 - the existing wastewater treatment plant is unable to satisfactorily treat; or,
 - is not in compliance with discharge permit standards, disrupts the normal functioning of the existing wastewater treatment plant; or,
 - is more costly to treat than typical domestic wastewater; or,
 - requires the utilization of more wastewater treatment plant capacity per gallon of effluent than that required by average typical domestic waste water,

then the customer shall provide, at the customer's own expense, such primary treatment as may be necessary before such waste is discharged into the Company mains. No commercial or industrial waste, whether pretreated or not, may be discharged without prior written authorization from the Company.

3. Company Limitations: The Company will not be liable nor bound to increase wastewater treatment plant operations to accommodate industrial or commercial waste nor is there any duty on the part of the Company to make any financial contribution for pretreatment.

4. Specific dangers: In general, any waste will be considered harmful to the Company wastewater system if it may cause any of the following damaging effects:
- (a) chemical reaction either directly or indirectly with the materials of construction of the system in such a manner as to impair the strength or durability of the sewer structures;
 - (b) mechanical action that will destroy the sewer structures;
 - (c) restriction of the hydraulic capacity of the sewer structures;
 - (d) restriction of the normal inspection or maintenance of the sewer structures;
 - (e) danger to public health and safety; or (f) obnoxious condition contrary to public interest.

Section L. Privilege to Investigate/Right of Access

The Company's authorized representatives shall have the right of access at all reasonable times to all parts of any premises connected with the system, for the purpose of examining and inspecting connections and fixtures, including the water and/or wastewater metering arrangement, or for disconnecting service for any proper cause.

EAGLEVIEW ENVIRONMENTAL ENTERPRISES, INC.

PRO FORMA INCOME STATEMENTS
FOR THE FIRST, FIFTH, AND TENTH YEARS OF OPERATIONS

	<u>Year 1</u>	<u>Year 5</u>	<u>Year 10</u>
Operating Revenues	\$575,311	\$723,465	\$1,207,771
Operating Deductions:			
Wastewater Treatment System Expenses			
Operator - Service Agreement	\$38,820	\$42,020	\$46,393
Plant System Maintenance	11,678	12,641	13,956
Sludge Removal	64,575	82,000	109,639
Additional Operating Services	27,885	34,054	43,365
Chemical Supply	33,182	42,136	56,339
Electrical	64,575	78,862	100,422
Wateruse Fees at Treatment Plant	2,317	2,829	3,603
	0	0	0
	0	0	0
Total Wastewater Treatment System Expenses	<u>\$243,032</u>	<u>\$294,542</u>	<u>\$373,717</u>
Sewer System - Collection & Conveyance Expenses			
Sewer System - Maint. & Repairs (Twp Services)	\$47,139	\$57,568	\$73,308
Lift Station Electrical Expense	2,084	5,091	6,483
Total Sewer System Expenses	<u>\$49,223</u>	<u>\$62,659</u>	<u>\$79,792</u>
General Expenses			
Cust. Bill & Coll -Twp. Service Agre.	\$2,200	\$2,441	\$3,012
Office Expenses - General	421	468	577
Property Taxes	3,844	4,161	4,594
Management Fee	36,000	38,968	43,023
Insurance Fees	12,348	13,898	16,111
General Legal	8,000	8,659	9,561
Regulatory Legal	8,000	8,659	9,561
Engineering	6,500	7,036	7,768
Consulting	4,000	4,330	4,780
Outside Accounting Services	5,000	5,412	5,975
Special Services - Rate Filings	0	25,000	25,000
Pa Capital Stk Tax	300	300	300
PaPUC Assessments	5,753	7,235	12,078
Total General & Admin. Expenses	<u>\$92,366</u>	<u>\$126,567</u>	<u>\$142,340</u>
Total Operating Deductions	\$384,621	\$483,767	\$595,848
Depreciation Expense	<u>53,655</u>	<u>54,489</u>	<u>54,489</u>
Total Expenses	<u>\$438,277</u>	<u>\$538,256</u>	<u>\$650,337</u>
Net Income Before Taxes	\$137,034	\$185,208	\$557,434
Taxes			
State	\$1,924	\$8,507	\$49,347
Federal	4,378	19,355	112,277
Total Taxes	<u>\$6,302</u>	<u>\$27,862</u>	<u>\$161,624</u>
Net Utility Operating Income (Loss)	\$130,733	\$157,346	\$395,810
Interest Expense	<u>117,600</u>	<u>99,281</u>	<u>58,978</u>
Net Book Income(Loss)	<u>\$13,133</u>	<u>\$58,066</u>	<u>\$336,832</u>

EAGLEVIEW ENVIRONMENTAL ENTERPRISES, INC.

PRO FORMA OPENING BALANCE SHEETASSETSPLANT-IN-SERVICE

Land	\$1,271,000	
Plant Asset Facilities	7,448,685	
Total Plant-In-Service	<u>\$8,719,685</u>	
Accumulated Reserves for Depreciation	1,044,233	
Net Plant-In-Service		\$7,675,452

CURRENT ASSETS

Cash		<u>\$50,000</u>
Total Assets		<u><u>\$7,725,452</u></u>

LIABILITIES AND EQUITYLIABILITIES

Notes Payable		\$2,240,000
Contributions In Aid Of Construction		\$3,974,317

EQUITY

Common Stock		
Authorized 1000 shares, @ \$1.00; issued and outstanding 300 shares	\$300	
Paid-In-Capital	1,510,834	
Retained Earnings	<u>0</u>	
Total Equity		<u>\$1,511,134</u>
Total Liabilities and Equity		<u><u>\$7,725,452</u></u>

EAGLEVIEW ENVIRONMENTAL ENTERPRISES, INC.

PRO FORMA RATE BASE AND RETURNS
FOR THE FIRST, FIFTH, AND TENTH YEARS OF OPERATIONS

	<u>Year 1</u>	<u>Year 5</u>	<u>Year 10</u>
Rate Base			
Net Total Plant-In-Service	\$8,215,549	\$7,669,528	\$7,123,990
Net CIAC Plant-In-Service	4,493,070	4,165,004	3,891,910
Net Plant Rate Base	<u>\$3,722,479</u>	<u>\$3,504,524</u>	<u>\$3,232,080</u>
Materials & Supplies	41,078	38,348	35,620
PLUS: Cash Working Capital (12.5% of Oper Ded)	<u>48,078</u>	<u>60,471</u>	<u>74,481</u>
Rate Base	<u>\$3,811,635</u>	<u>\$3,603,343</u>	<u>\$3,342,181</u>
Net Operating Income (Loss)*	\$130,733	\$157,346	\$395,810
Overall Rate of Return *	3.43%	4.37%	11.84%
Net Operating Income(Loss)/ Rate Base			
Operating Revenues	\$575,311	\$723,465	\$1,207,771
Total Expenses	\$444,578	\$566,118	\$811,961
Operating Expense Coverage (Rev/Exp-1)	0.29	0.28	0.49

*PUC Ratemaking Methodology Excludes Interest Expense From Net Income/RB Overall Rate of Return Calculation

Attachment P

EAGLEVIEW ENVIRONMENTAL ENTERPRISES, INC.
707 Eagleview Boulevard
P.O. Box 562
Exton, PA 19341

BUSINESS PLAN OF
EAGLEVIEW ENVIRONMENTAL ENTERPRISES, INC.

I. FACILITIES PLAN

The service area and the facilities which will provide service have been identified in EAGLEVIEW ENVIRONMENTAL ENTERPRISES, INC.'s ("EEEI" or "Company") application to the Pennsylvania Public Utility Commission ("PUC") at Docket No. A-_____.¹

A. Assessment of Current and Reasonable Foreseeable Compliance Requirements

1. Current.

All compliance requirements are being satisfied. EEEI has the necessary NPDES permit for the operation and discharge of waste as required by the Pennsylvania Department of Environmental Protection, ("DEP").

2. Reasonably foreseeable.

No changes in compliance requirements are foreseen at this time.

B. Alternatives

Service will be provided by EEEI to satisfy the need for wastewater collection and treatment service in portions of Upper Uwchlan and Uwchlan Townships, Chester County, Pennsylvania. These facilities have been used since 1988 to provide wastewater service in an area now known as Eagleview. Eagleview is a mixed-use planned community on over 800 acres with a planned corporate park and residential community which is being developed by The Hankin Group. At the time of development, Uwchlan Township ("Township") entered into an agreement with the developer, inter alia, to obtain the necessary NPDES permits from DEP for the construction and operation of the Eagleview Wastewater Treatment Plant ("EWWTP"). The EWWTP was subject to an ongoing offer of dedication; in August 2006, however, the Township indicated that it is not willing to accept dedication of the EWWTP. Since decommissioning of the wastewater treatment plant was not an option, EEEI was formed to provide for the orderly and continued provision of wastewater service to the public and, thus, will provide regulated wastewater service under the authority of the PUC as approved at Docket No. A-_____. EEEI is also regulated by DEP, more specifically as it relates to public health and safety matters in the provision of said wastewater services to include the construction and operation of the wastewater treatment system.

¹ Docket No. to be provided upon issuance.

C. **Engineering Description**

A detail engineering description of the facilities to be used is submitted to DEP upon request for construction and operation permits and is incorporated by reference herein. At such time as required by DEP, the appropriate proposed and/or as-built plans and schematics are also provided. The above-referenced material is also retained by the Company and is available to appropriate entities for review and inspection at its offices. Consistent with federal and state guidelines for the protection of public health and safety, the above-referenced material is deemed confidential and is only made available on a need-to-know basis to those appropriate agencies and responsible people who have completed and comply with the necessary confidentiality agreements.

The Company provides the following non-confidential description of the EWWTP, the collection and conveyance sewer mains, and the pumping station(s) (collectively referred to as the "Sewer System").

1. **Eagleview Wastewater Treatment Plant**

The EWWTP commenced operation in 1988 with a rated capacity of 50,000 gallons per day ("GPD"). The EWWTP was expanded to a capacity of 150,000 GPD in 1997 and, subsequently to 475,000 GPD in 2004. Wastewater processed and treated at the EWWTP is primarily of domestic origin generated by office buildings and residential units. There is a minor contribution of industrial wastewater. All wastewater discharged by customers into the collection and conveyance sewer mains for treatment as required to comply with federal and state regulations and the Company's permits. Raw wastewater accepted at the EWWTP goes through the influent lift station located within the treatment plant. The influent lift station grinds and screens larger solid matter to produce a smaller slurry which is then pumped into the plant for treatment. The treatment process is an extended aeration system followed by up-flow sand filters. Alum is added for the removal of phosphorous. After ultra violet ("UV") treatment, the effluent is pumped via ductile iron force main to a manifold discharge point at an approved location within a wetland area and then into the Shamona Creek. A stream discharge point is located within the facility in case of an emergency.

2. **Collection and Conveyance Sewer Mains**

The collection and conveyance sewer mains consist of approximately ten (10) miles of sewer mains within the designated service area. Wastewater discharged via the customer owned service line is accepted by the Company at the hypothetical or actual curb line or property line via a lateral line into the collection mains via gravity. As raw wastewater is collected from the customers and transverses through the collection mains,

it then enters larger conveyance mains en route to the EWWTP. The primary means of conveyance is through 8" PVC mains, and then 12" and 18" ductile iron trunk main lines which carry the raw wastewater into the inflow station located at the EWWTP. There are two (2) existing main crossings located under Route 100 to allow for expansion of wastewater service into other portions of the service area. The larger conveyance mains also incorporate a series of manholes for purposes of providing access for repairs and maintenance to allow for the orderly conveyance of raw wastewater. The conveyance main system also includes a 4" ductile iron force main which conveys flows collected from the Overlook Pump Station and then interconnects at a latter point within the gravity conveyance main system.

3. Pump Station

The collection system also includes one pumping station know as the Overlook Pumping Station. This station is located along Milford Road in the western portion of the service area. Wastewater collected within this area first travels via gravity through the smaller collection mains to the pumping station, goes through a grinding process, and is then pumped through a 4" ductile iron force main which then interconnects at latter point within the gravity conveyance main system. The pumping station provides the means of lifting and conveying wastewater within this low lying area to a higher elevation or point within the conveyance system which then provides for final conveyance through normal gravity means.

II. MANAGEMENT PLAN

A. Documentation of Legal Rights and Authority

In general, the legal rights and authority to take on regulated wastewater service consist of three (3) major components: (1) an approved business and/or corporate entity structure (PA Dept. of State); (2) a certificate of public convenience for the approval to provide and render regulated service at authorized rates (PUC); and (3) the necessary permits as to construct and operate the wastewater system facilities (DEP).

1. Eagleview Environmental Enterprises, Inc.'s Corporate Structure

Eagleview Environmental Enterprises, Inc. is a privately held Sub-Chapter S Corporation formed under the Pennsylvania Articles of Incorporation-For Profit as submitted to the Pennsylvania Department of State Corporation Bureau on November 13, 2006. It has registered a fictitious name – Eagleview Environmental. EEEI's corporate address is 707 Eagleview Blvd., P.O. Box 562, Exton, PA 19341. EEEI was

formed to own and operate a complete wastewater treatment system and to provide regulated wastewater service to the public.

EEEI authorized and issued 1,000 shares of stock to Robert S. Hankin, President; to Samuel Hankin, Vice-President; and to Richard J. Hankin, Secretary and Treasurer, all of whom are Directors with a one-third interest. R. Robert McElwee is the Assistant Secretary and has no shareholder interest in the Company.

2. PUC Authorization

Authority to provide regulated wastewater service is being sought from the PUC via EEEI's application at Docket No. A-_____. EEEI incorporates by reference its application on file with the PUC and also supporting documents contained therein. Upon PUC approval for EEEI to provide regulated service at approved rates, EEEI will acquire title to or control of (1) all of the existing wastewater treatment facilities currently owned by its affiliated company know as The Hankin Group based, upon its then known net book value, and (2) mains and appurtenances from Uwchlan Township. The purchase of existing wastewater treatment facilities will provide for all of the necessary facilities required to provide regulated wastewater service to the applied-for service area.

3. DEP Authorization

The current wastewater system facilities are operated by the Uwchlan Township as the permittee under the DEP approved NPDES permit number PA0054917. Where applicable, EEEI, upon PUC approval to provide regulated wastewater service at approved rates, will take necessary steps to be co-permittee. Applicable permits from DEP will be submitted at the PUC application docket upon receipt.

B. Operating Plan

The purpose of the "Operating Plan" is to establish general guidelines that the Company will follow in its routine management and administrative functions. The Operating Plan also describes general operation and maintenance plans the Company will utilize in its day-to-day tasks. Actual practices of the Company may differ from time to time under this Operating Plan, depending on individual circumstances as the Company may find necessary to carry out its overall responsibility of providing safe, adequate, and reliable wastewater collection service to its customers in conformance with all regulatory agency requirements.

1. Management and Administrative Plan

In order for the Company to carry out its primary function of providing safe, adequate, and reliable wastewater collection service on a day-to-day basis, the Company has in place the management and administrative plan described below. As a small wastewater utility company providing service to the public, the Company will minimize cost and maximize service by entering into service agreements with outside professionals to provide for the day-to-day activities to include (a) Management Activities associated with oversight of the entire operation; (b) Operational and Maintenance Activities associated with the good performance of the Wastewater System; and (c) Financial/Administrative Activities to include customer billing and collection, customer relations, and necessary financial reporting and record keeping. Other outside professionals, such as general and regulatory legal counsel, accountants, engineers, and rate consulting experts will be engaged on an as-needed basis. The Company's Directors and Officers assume total oversight control and responsibility. Robert S. Hankin, P.E., President, will oversee management activities; Samuel Hankin, J.D., Vice-President, will oversee all legal matters; Richard J. Hankin, P.E., Secretary-Treasurer will oversee the technical, i.e., operational and maintenance, activities of the Sewer System; and Robert S. Hankin, President and R. Robert McElwee, Assistant Secretary, will oversee financial/administrative activities. All of the services are described more fully below.

- (a) The Company has or will enter into a Management Agreement with MILBERN BUILDERS ASSOCIATES, INC. or "Manager" to provide the overall management activity services for the day-to-day operations of the Sewer System. A copy of the Management Agreement is maintained at the Company's offices and is available for review and inspection. By way of background, Manager has been overseeing the operations of the Sewer System since it began operation in 1988 and possesses the necessary background and professional skills to continue the provision of said service under PUC regulation. Manager maintains a staff of component professional executives and staff well-versed in sewer system operations, including but not limited to capital and expense project management, budgeting and record keeping; in-house bookkeeping/accounting; other related record keeping; and soliciting, evaluating, and implementing necessary contracts, purchase orders for supplies and services related to the operation of the wastewater system. The Manager will oversee the day-to-day contractual agreements with (i) Uwchlan Township (referred to as the TOWNSHIP AGREEMENT) and (ii) Aqua Resources, Inc. (referred to as the AQUA AGREEMENT), both of which are

maintained in the Company offices and are more fully described below. Finally, the Manager will have oversight in contracting with the Company's consulting engineers and any other professional services that may be necessary to review and maintain the sound operation and maintenance of the system, along with any plant upgrades or capital additions for the facilities which may become needed. The professionals identified above and services they provide are described more fully below.

- (b) The Company has or will enter into a service agreement with Aqua Resources, Inc., ("Aqua") for the purpose of operating the EWWTP. The AQUA AGREEMENT will provide for (i) day-to-day management, operation and maintenance of the EWWTP to ensure full compliance with the permits governing its operation, including staffing, equipment maintenance, emergency response, sludge removal, general housekeeping and ordering miscellaneous chemicals and supplies needed to maintain the system in accordance with the rules and regulations of the DEP; (ii) preparation and submission of discharge monitoring reports to DEP; (iii) scheduling of routine sample collection and laboratory analyses; (iv) scheduling specialized maintenance, as necessary for existing standby generator and effluent flow meter per manufacture's preventative maintenance specification; and (v) undertaking such obligations and responsibilities as may otherwise be allocated to the AQUA under the AQUA AGREEMENT.
- (c) The Company has or will enter into a service agreement with Uwchlan Township for the dual purposes of (i) operating and maintaining the sewer mains, and (ii) the provision of customer billing and collection services. The TOWNSHIP AGREEMENT will provide for (i) maintaining the collection and conveyance sewer mains and pump station; (ii) all billing and collections activities for wastewater services rendered to customers (such bills, however, to be sent on EEEI's letterhead); and (iii) such obligations and responsibilities as may otherwise be allocated to the Township under the TOWNSHIP AGREEMENT. Annual reports may be prepared in conjunction with the outside contractors described in subparagraphs (d) and (e).
- (d) The Company shall employ the services of a licensed engineering firm well-versed in wastewater regulatory requirements, as well as the operations of the current wastewater facilities. The consulting engineer shall maintain a copy of the operator's manual and make necessary recommendations to management to facilitate any changes, repairs, updated operating procedures, and necessary changes of operations to facilitate compliance with current and

future environmental regulations. At this time, the consulting engineering firm is Gannett Fleming, Inc.

- (e) Outside contractors and professional service providers shall be retained on an as-needed basis. The Manager will maintain and review all contracted services to assure that all contractors have the necessary experience, qualifications, and reliability to complete the task required. In general, contracting service may include, but are not limited to, emergency main maintenance repairs, EWWTP repairs, and plant upgrades as may be necessary. Professional services include (i) general legal services relating to matters such as routine corporate issues, contracts, and overall general non-regulatory matters, which services are currently provided by Fox Rothschild, LLP; (ii) regulatory legal services relating to matters such as compliance with environmental regulations (DEP) and rate and regulatory regulations (PUC), which services are currently provided by Saul Ewing, LLP; (iii) accounting matters, including such as audited financial statements, tax return preparing, and general accounting advise, which services are currently being provided by Carrow, Doyle & Associates, LLP; and (iv) utility rate and regulatory accounting matters such as supporting financial requirements for rate setting, applications for certificate of public convenience, and annual financial reporting under PUC regulations, which services are currently provided by Utility Rate Resources. A list of the above referenced service providers to include contact representatives, mailing addressers, and phone numbers are maintained at the Company's offices and are available upon request.

2. Wastewater System Operation and Maintenance Plan

As discussed earlier, the Wastewater System includes facilities for collecting, pumping (where necessary), treating, and disposing of wastewater and sludge material. In general, the source of the wastewater comes from customers' homes and businesses through customer-owned service lines; it flows into the Company-owned wastewater collection system. The wastewater travels through the collection system to its larger mains or conveyance system and is delivered to the EWWTP for treatment and disposal. The Wastewater System has been approved by DEP and has been in operation since 1988.

(a) Customer Service Connections

The customer service line is the responsibility of the customer; however, the Company reserves the right to determine the size, kind and depth of customer service

lines. The Manager will direct and oversee the outside contracting service provider for purposes of determining the appropriate specifications for the customer service line. Further, the Manager will direct and oversee the outside contracting service provide for purposes of facilitating the connection of the customer service line to the Company's wastewater collection main. The Company will furnish, install and maintain the Company's wastewater collection main to the curb. The Company will inspect its mains and customer connections on a routine basis (as determined by its consulting engineers). Repairs to main connections will be performed by outside contracting service providers as directed by the Manager. If the Company should notice any problems with the operation of a customer service line, the Manager will notify the customer to the potential problem and request that the customer cause such repairs to be completed by customer's own contractor at customer's expense. As provided for in the tariff, clearing blockages in any portion of the customer's service line is the customer's sole responsibility.

(b) Wastewater Collection and Conveyance Mains and Pump Station

The sewer system, i.e., wastewater collection and conveyance mains and pump station will be owned and operated by the Company. The Manager will be responsible to direct outside contractors to install such mains and pump station(s) as are necessary to facilitate the flow of wastewater from the customer service connection to the EWWTP plant. The Manager will be responsible to direct outside contractors to make emergency repairs to sewer system, i.e., wastewater collection and conveyance mains and pump station as is necessary to facilitate the safe and reliable flow of wastewater through the collection mains to the EWWTP. The Manager will be responsible to direct outside contractors to do routine inspections of the sewer system, i.e., wastewater collection and conveyance mains and pump station(s) as determined by the consulting engineers. Recommendations for necessary repairs and improvements, if any, will be reviewed by the operating manager and consulting engineers to determine appropriate necessary actions to implement, if any. The Manager will direct the consulting engineers to maintain up-to-date system maps showing all Company wastewater collection and conveyance mains by size and location within the

Company's service territory as well as any associated pump station(s). As discussed earlier, the Township will continue providing operation and maintenance services related to the sewer system. Manager will oversee the services provided for under the TOWNSHIP AGREEMENT to assure compliance and work with Company and Township to provide for the efficient and satisfactory completion of the required task provide for therein. Further, the Manager will direct the consulting engineer to review such operating procedures to assure that all procedures comply with current and future applicable regulatory requirements.

(c) Eagleview Wastewater Treatment Plant

(i) Operations

The responsibility for the day-to-day operations of the EWWTP is provided for by Aqua under the AQUA AGREEMENT. Aqua shall be responsible for (i) day-to-day management, operation and maintenance of the EWWTP to ensure full compliance with the permits governing its operation to include staffing, equipment maintenance, emergency response, sludge removal, general housekeeping and ordering miscellaneous chemicals and supplies needed to maintain the system in accordance with the rules and regulations of DEP; (ii) prepare and submit routine discharge monitoring reports to DEP; (iii) schedule routine sample collection and laboratory analyses; schedule specialized maintenance, as necessary for existing standby generator and effluent flow meter per manufacture's preventative maintenance specification; and (iv) such obligations and responsibilities as may otherwise be allocated to the Aqua under the AQUA AGREEMENT. Manager will oversee the services provided for under the AQUA AGREEMENT to assure compliance and work with Company and Aqua to provide for the efficient and satisfactory completion of the required task provide for therein. Further, the Manager will direct the consulting engineer to review such operating procedures to assure that all procedures comply with current and future applicable regulatory requirements.

(ii) **Maintenance**

Aqua under the AQUA AGREEMENT will direct and oversee the performance of routine preventive and necessary maintenance and repairs of the EWWTP as set forth in the wastewater handling system operation and maintenance manual. The Manager will direct the consulting engineer to review such operating procedures to assure that all procedures comply with current and future applicable regulatory requirements. The Manager will solicit, review, and direct all routine preventive and necessary maintenance and repairs to the EWWTP by outside contractors in conformance with the wastewater handling system operation and maintenance manual. The Manager will direct the consulting engineer to review such maintenance procedures to assure that all procedures comply with current and future applicable regulatory requirements. Further, the Manager will rely on the consulting engineer to make appropriate recommendations for plant upgrades and improvements to the EWWTP as may be necessary.

C. Management & Operation Commitments

Assurance of ongoing compliance and proper management are in the nature of the management plan and operation maintenance plan identified above. Further, the Company incorporates, by reference within its Business Plan all statements, documents, and averments it has made to the PUC in its Application for Certificate of Public Convenience at Docket No. A-_____. Upon PUC approval of its application, the Company will be subject to the PUC's jurisdiction and comply with all PUC regulations. Finally, the Company will have all applicable state regulatory permits to operate the wastewater system, i.e., EWWTP and sewer system and will continue to comply with current and future environmental regulatory requirements.

III. FINANCIAL PLAN

See the following attachments which consist of a *pro forma* opening balance sheet; one, five, and ten year income statements; and, statements of cash flow as prepared in support of the Company's application filing to the PUC at Docket No. A-_____.

The Company's day-to-day operations will be funded by revenues from its customers via rates approved by the PUC. Rates are reviewed from time to time to assure that they are adequate to compensate the Company for its revenue requirement, i.e., operating

expenses, taxes, depreciation expense and an opportunity to earn a reasonable return on its investment related to the services rendered to its customers. Capital requirements are satisfied either through contributions in aid of construction, borrowing, or equity infusions. In the case of the Company, the rate setting process comes under the jurisdiction of the PUC. Thus, all requests for changes in rates require a detail filing with supporting information to be submitted to the PUC where, upon its final determination and/or adjudication, a legal rate is set and billed to customers.

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("AGREEMENT") is made as of the ____ day of _____, 2006, by and between EAGLEVIEW ENVIRONMENTAL ENTERPRISES, INC., a Pennsylvania corporation with an address of 707 Eagleview Boulevard, Exton, Pennsylvania, 19341 ("OWNER"), and MILBERN BUILDERS ASSOCIATES, INC., a Pennsylvania corporation with an address of 707 Eagleview Boulevard, Exton, Pennsylvania, 19341 ("MANAGER").

RECITALS

- A. OWNER currently owns/leases and operates a wastewater system to include a wastewater treatment facility, i.e., influent lift station, equalization tank(s), filters, pumps, related treatment equipment, buildings, and other improvements known as the "Eagleview Wastewater Treatment EWTP" ("EWTP") on the real property located at 436 Eagleview Boulevard, Uwchlan TOWNSHIP, Chester County, Pennsylvania and otherwise known as Chester County Tax Parcel No. 33-4-12.3; a collection and conveyance sewer main system, and pump station(s), collectively the "SEWER SYSTEM" which purpose is to accept raw wastewater from its customers located within a defined services for final conveyance to the EWTP for treatment; said EWTP and SEWER SYSTEM are collectively referred to as the "WASTEWATER SYSTEM".
- B. OWNER wishes to retain the services of MANAGER, as an independent contractor, to perform and/or oversee certain management, administrative and general, and operational services in connection with the WASTEWATER SYSTEM, and MANAGER desires to perform such services, all as more particularly described in this AGREEMENT.
- C. In connection with the operation and maintenance of the SEWER SYSTEM and some customer billing and collection services, OWNER and Uwchlan TOWNSHIP, Pennsylvania ("TOWNSHIP") have entered or will be entering into an Operation and Maintenance and Customer Billing and Collection Agreement ("TOWNSHIP AGREEMENT").
- D. In connection with the operation of the EWTP, OWNER and Aqua Resources, Inc. ("AQUA") have entered or will be entering into an Operation Agreement ("AQUA AGREEMENT").

NOW, THEREFORE, in consideration of the mutual covenants contained in this AGREEMENT, and for and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, OWNER and MANAGER agree as follows:

1. Appointment of MANAGER. OWNER appoints MANAGER to be the exclusive MANAGER of the WASTEWATER SYSTEM for the purpose of conducting and/or overseeing the management, operational, and administrative and general activities set forth in this AGREEMENT, all upon the terms set forth in this AGREEMENT. MANAGER hereby accepts such appointment.

2. Term. This AGREEMENT shall commence as of _____, 2006 ("COMMENCEMENT DATE") and shall remain in full force and effect for a period of one year and shall be renewed automatically and without notice from year to year unless terminated at the expiration of the then-current term by either party's giving written notice to the other of such termination not less than thirty (30) days prior to the expiration of the then-current term.

3. MANAGER'S Duties and Powers; Management Activities.

(A) General Scope. MANAGER shall use commercially reasonable efforts to serve OWNER in the management activities of the WASTEWATER SYSTEM and to perform its obligations set forth in this Section 3 (collectively, the "MANAGEMENT ACTIVITIES"). Each and every activity of MANAGER shall be subject nevertheless to any financial limitations imposed upon MANAGER by the Approved Budget (hereinafter defined). MANAGER shall use due diligence in the exercise of the duties of MANAGER so as to conduct the management activities of the WASTEWATER SYSTEM in a first-class and efficient manner satisfactory to OWNER. MANAGER shall act in a fiduciary capacity with respect to the proper protection of and accounting for OWNER'S assets/leased facilities.

(B) Maintenance of Collection and Conveyance Sewer Mains and Pump Station(s); Customer Billing and Collections, Is Not Performed Under But Is Part of Oversight Under MANAGEMENT ACTIVITIES. Notwithstanding the foregoing or anything herein to the contrary, MANAGER shall not be responsible for performing the following, which are specifically excluded from the performance function of the MANAGEMENT ACTIVITIES and shall be the responsibility of the TOWNSHIP as provided for under the TOWNSHIP AGREEMENT: (i) maintaining the collection and conveyance system, i.e., SEWER SYSTEM; (ii) all billing and collections activities for wastewater services rendered to customers (collectively, "Customers"), such bills, however, to be sent on OWNER'S letterhead; and (iii) such obligations and responsibilities as may otherwise be allocated to the TOWNSHIP under the TOWNSHIP AGREEMENT. MANAGER will oversee the services provided for under the TOWNSHIP AGREEMENT to assure compliance and work with OWNER and TOWNSHIP to provide for the efficient and satisfactory completion of the required task provide for therein.

(C) Operation of Eagleview Wastewater Treatment, i.e., EWTP is Not Performed Under But Is Part of Oversight Under MANAGEMENT ACTIVITIES. Notwithstanding the foregoing or anything herein to the contrary, MANAGER shall not be responsible for performing the following, which are specifically excluded from the performance function of the MANAGEMENT ACTIVITIES and shall be the responsibility of AQUA as provided for under the AQUA AGREEMENT: (i) day-to-day management, operation and maintenance of the EWTP to ensure full compliance with the permits governing its operation to include staffing, equipment maintenance, emergency response, sludge removal, general housekeeping and ordering miscellaneous chemicals and supplies needed to maintain the system in accordance with the rules and regulations of the Pennsylvania Department of Environmental Protection ("DEP"); (ii) prepare and submit the Discharge Monitoring Report to DEP; (iii) schedule routine sample collection and laboratory analyses; schedule specialized maintenance, as necessary for existing standby generator and effluent flow meter per manufacture's preventative maintenance specification; and (iv) such obligations and responsibilities as may otherwise be allocated to the

AQUA under the AQUA AGREEMENT. MANAGER will oversee the services provided for under the AQUA AGREEMENT to assure compliance and work with OWNER and AQUA to provide for the efficient and satisfactory completion of the required task provide for therein.

(D) Employees.

- (i) MANAGER shall select, employ, pay, supervise, direct and discharge any and all employees reasonably necessary for the performance of the MANAGEMENT ACTIVITIES. All such employees shall be employees of MANAGER, and no such employees shall be employees of OWNER. MANAGER shall use due care in the selection and supervision of all personnel employed by MANAGER with respect to the WASTEWATER SYSTEM. Subject to the foregoing and to the provisions of Section 3(d) hereof, MANAGER shall employ at all times a sufficient number of competent employees to enable it to perform its duties under this AGREEMENT properly and adequately and shall engage such independent contractors as MANAGER deems reasonably necessary to complement MANAGER'S employees and to perform its duties hereunder properly and adequately.
- (ii) MANAGER shall be responsible to OWNER for all of its employees and/or independent contractors. All matters pertaining to the employment, supervision, compensation, promotion, and discharge of MANAGER'S employees and others engaged by MANAGER for the operation and maintenance of the WASTEWATER SYSTEM are the sole responsibility of the MANAGER. MANAGER shall comply fully with all applicable laws, rules and regulations relating to workers' compensation, social security, unemployment insurance, hours of labor, wages, employee benefits, working conditions, and other employer-employee related subjects in connection with the WASTEWATER SYSTEM.

(E) Professionals and Contractors. Unless provision therefore shall have been made in the Approved Budget and such engagement has already been authorized and approved by OWNER if required hereunder, or unless otherwise specifically provided herein, MANAGER shall not enter into contracts with architects, engineers, accountants, attorneys, tradesmen and other independent contractors designated by OWNER to perform services or deliver supplies in connection with the WASTEWATER SYSTEM without OWNER'S prior written consent.

(F) Maintenance.

- (i) To the extent not otherwise part of the TOWNSHIP'S and AQUA'S Responsibilities, MANAGER shall maintain the WASTEWATER SYSTEM or cause the same to be maintained in a good and safe condition throughout the term of this AGREEMENT consistent with other similar wastewater system facilities in the Chester County, Pennsylvania and suburban Philadelphia, Pennsylvania area. Such obligation shall include, without limitation, the maintenance of all equipment and systems located

in or servicing the WASTEWATER SYSTEM (including EWTP), sidewalks, signs, parking lots and landscaping, all as required in MANAGER'S reasonable professional judgment or on the basis of the specific instructions of OWNER.

- (ii) MANAGER may enter into such service and maintenance (including preventative maintenance) contracts MANAGER deems reasonably necessary or appropriate for the operation and maintenance of the WASTEWATER SYSTEM (including the EWTP) and the performance of MANAGER'S duties hereunder, including without limitation contracts to service the equipment and systems located in or servicing the WASTEWATER SYSTEM, contracts for cleaning and landscape maintenance, and contracts to supply utilities, rubbish removal, fuel, security services and vermin extermination. MANAGER shall purchase in reasonable quantities and at reasonable prices all supplies, materials, tools and equipment which MANAGER shall deem reasonably necessary or appropriate for the proper operation, administration and maintenance of the WASTEWATER SYSTEM. All such contracts for goods or services shall be subject to OWNER'S approval in accordance with Section 3(i) below.
- (iii) MANAGER shall take or cause to be taken all reasonable precautions against fire, vandalism, burglary and trespass to and adverse possession of the WASTEWATER SYSTEM.
- (iv) MANAGER shall keep or cause to be kept all sidewalks, parking areas and other common areas of the WASTEWATER SYSTEM free from unreasonable cracks or unreasonable accumulations of snow and ice or excess water, debris and other accumulations and shall cause any rubbish or other debris to be removed therefrom.

(G) Repairs. To the extent not otherwise part of the TOWNSHIP'S and AQUA'S Responsibilities, MANAGER shall cause such ordinary and necessary repairs to be made to the WASTEWATER SYSTEM (including the EWTP) and all equipment and systems located in or servicing the WASTEWATER SYSTEM (including the EWTP). MANAGER shall secure the written approval of OWNER on all such expenditures in excess of \$10,000 in the aggregate for any one repair or for any group of related repairs in any twelve-month period, except as otherwise provided below or in the Approved Budget. Notwithstanding the cost limitations set forth above, MANAGER may make or cause to be made, without OWNER'S prior approval and without limitation as to cost, all such repairs which in MANAGER'S reasonable opinion are immediately necessary for the preservation or protection of the WASTEWATER SYSTEM (including the EWTP) or persons in or on the WASTEWATER SYSTEM (including the EWTP); provided, however, that in each such instance MANAGER shall, before causing any such emergency repair to be made (or as soon as possible thereafter), use reasonable efforts and all practicable means under the circumstances to notify OWNER of the emergency situation.

(H) General/Overall Responsibilities. To the extent not otherwise part of the TOWNSHIP'S and AQUA'S Responsibilities, MANAGER shall:

- (i) Provide reporting, plans, policies, procedures, qualified supervision, labor, tools, vehicles, equipment, materials, and personnel necessary to perform the general operations, administrative and maintenance services outlined herein, including, without limitation, those necessary to:
 - (A) Manage and operate WASTEWATER SYSTEM, i.e., treatment facilities, pumping, and collection and conveyance system in accordance with all applicable laws, including, but not limited to: facilities management and support; computer-based management, process control and maintenance management systems; quality assurance systems; laboratory analysis; security of sites, facilities, and equipment; and building and grounds up-keep and maintenance.
 - (B) Meet or exceed all applicable standards, requirements, and guidance documents, including, but not limited to, the following:
 - i. Federal, state and local laws and rules or regulations promulgated thereunder, including, without limitation, those promulgated by the United States Environmental Protection Agency ("EPA"), the Pennsylvania Department of Environmental Protection, the Pennsylvania Public Utilities Commission, the County of Chester ("County"), and the TOWNSHIP;
 - ii. Any service quality standards established by the foregoing;
 - iii. Design criteria and performance specifications and warranty maintenance requirements for the various components and equipment throughout the EWTP;
 - iv. Asset maintenance performance standards; and
 - v. Current and future laboratory (treatment and distribution) certifications.

MANAGER will assume all responsibility for payment of any fines and other action imposed by the EPA, DEP, PUC, the County, the TOWNSHIP or any other governmental body or agency resulting from (i) faulty and negligent operation, (ii) operation not in conformance with this AGREEMENT, or (iii) operation not in compliance with applicable law; provided, however, that MANAGER will not assume responsibility for fines and other actions imposed by the foregoing resulting from failure to comply with applicable law that is caused by OWNER, TOWNSHIP, AQUA, EPA, DEP, or other governmental agency's refusal to implement capital projects that are timely recommended by MANAGER and required to comply with applicable law.

- (C) To assure their efficient long-term reliability and preservation, maintain, repair and operate all structures and facilities, equipment, materials and grounds, including but not limited to, the following:
- i. Wastewater collection and conveyance facilities; wastewater pumping station(s); wastewater treatment facilities, buildings, and other related meters and tanks; and, shops, garages and offices;
 - ii. Equipment, including vehicles, rolling stock, mechanical, electrical, HVAC, process control instrumentation, communications, and computer systems;
 - iii. Materials, such as chemicals, utilities, spare parts, other consumables and non-consumables, such as personal computers, instruments, furniture and tools; and
 - iv. Grounds up-keep for all buildings and facilities, including mowing, fertilizing, pruning, removing weeds, landscaping, lighting, interior and exterior painting, on-site road upkeep, and custodial activities.

Operation and maintenance shall be accomplished in accordance with manufacturers' specifications and recommendations, manuals and Prudent Utility Practice. MANAGER shall employ predictive, preventive, periodic and corrective operations and maintenance programs, shall enforce existing equipment warranties, and shall maintain all warranties on equipment placed in service after the Commencement Date. For purposes of this AGREEMENT, "Prudent Utility Practice" means any of the practices, methods, and acts engaged in or approved by a significant portion of the wastewater utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Utility Practice is not intended to be limited to the optimum practice, method or act, to the exclusion of all others, but rather to be a range of acceptable practices, methods or acts generally accepted in the Chester County, Pennsylvania and suburban Philadelphia, Pennsylvania area.

- (D) Manage and operate all meter reading functions (if any), including, without limitation, meter installation and service connections, meter management, meter reading, meter repair and replacement, checking for open bypasses and quality assurance systems.
- (E) Regularly assess performance and implement operational changes and adjustments in routine operating procedures as necessary and appropriate to maintain and improve the efficiency and quality of the EWTP.
- (F) At all times make all reasonable efforts to implement and

maximize the ability of the EWTP to reduce effluent pollution discharges.

- (G) Operate the WASTEWATER SYSTEM in such a manner so as to reduce, to the extent reasonably possible, energy use, demand and transportation payments relative to the EWTP, in accordance with all applicable laws.
- (ii) Relative to MANAGER'S operation, maintenance, repair and management obligations, MANAGER shall provide all planning, design and project management.
- (iii) Provide support to the County, TOWNSHIP, AQUA, and other governmental authorities with long- and short-term planning and implementation of capital projects. In connection with the foregoing, MANAGER shall provide the following services:
 - (A) Planning and project management.
 - (B) Inspect existing EWTP facilities.
 - (C) Prepare for review, a capital project program.
 - (D) Make available to the County, TOWNSHIP, AQUA, and other governmental authorities, members of MANAGER'S technical support group.
 - (E) Suggest, where applicable, solutions that may avoid the need for capital projects.
- (iv) Maintain, generate, file and provide to the appropriate entity in a timely manner, all information, notices, reports and records, including, but not limited to, monitoring and sampling results, annual reports or other requests for information as may be required by the County, TOWNSHIP, AQUA, and other governmental authorities (A) pursuant to applicable laws, (B) by any court having appropriate jurisdiction, and (C) by this AGREEMENT and/or the TOWNSHIP AND AQUA AGREEMENT'S, as expeditiously as possible after the required information is made or could be made available to MANAGER, but in no event later than the applicable date specified in this AGREEMENT or that which may be reasonably required under the circumstances to make appropriate filings or to give appropriate notices in a timely manner.
- (v) Evaluate proposed, pending or final regulatory changes from an operational standpoint to determine their effect on the EWTP's operations, policies, and procedures.
- (vi) Immediately, but in no event later than twenty-four (24) hours or within

the period, if any, prescribed by applicable law, whichever is earlier, notify and provide the OWNER, as well as the County, TOWNSHIP, AQUA, and other governmental authorities as required by applicable law, with any and all information as the same becomes available relative to any activity, problem, event or circumstance that threatens or may threaten the public health, safety or welfare of local residents.

- (vii) Provide assistance to the OWNER, the County, TOWNSHIP, AQUA, and other governmental authorities in responding to requires for information from auditors, including but not limited to:
 - (A) State and federal grant audits and information requests.
 - (B) State and local government audits.
 - (C) Independent audits by CPA firms.
 - (D) Permit compliance reports.
 - (E) Information requests from users or groups of users of the EWTP.
 - (F) Information requests from communities or groups of communities that are provided service by the EWTP.

MANAGER will be responsible for developing and submitting all permit compliance reports and related documentation required by permitting agencies. In the course of conducting this work, MANAGER may require support from the OWNER, the County, TOWNSHIP, AQUA, and/or other governmental authorities in interpreting, explaining or conducting research or investigations related to the results of sampling/monitoring programs.

- (viii) Provide all services relating to Customer service for the WASTEWATER SYSTEM, consistent with current practice, including, without limitation:
 - (A) Responding to Customer inquiries.
 - (B) Informing Customer of their rights and responsibilities.
 - (C) Processing Customer work orders and requests, including all backlogged work orders transferred on the Commencement Date.
 - (D) Reading meters.
 - (E) Conducting field services, including field visits for inspections, turn-on and turn-offs, and system checks.
 - (F) Emergency field visits.
 - (G) Meter testing and repair.
 - (H) Record keeping.

- (I) Database maintenance.
- (J) All other services which may be or become necessary for the operation of the WASTEWATER SYSTEM related to billings, collections and Customer service.

The Company shall comply with all applicable laws, rules, regulations and Prudent Utility Practice concerning Customer service.

- (ix) Be responsive to Customer needs and concerns in both standard and unusual operating situations.
- (x) Maintain professional, responsible and responsive working relationships with the staff of the County, TOWNSHIP, AQUA, and other local, state and federal regulatory authorities, suppliers of materials, utilities and services, the media and the public. MANAGER shall keep the OWNER informed at all times of the status of any and all inquiries, requests or complaints received by MANAGER.
- (xi) Be responsible for (A) daily analyses performed for the purpose of process control and system operations and maintenance, and (B) the performance of all sampling, monitoring and laboratory analyses required to determine operating compliance with federal, state and local requirements.
- (xii) Maintain safety records in connection with its management of the WASTEWATER SYSTEM, including the EWTP.
- (xiii) Create, maintain and update written maintenance and operating procedures and plans.

(I) OWNER'S Insurance. MANAGER shall, if instructed by OWNER in writing to do so, work with an insurance broker designated by OWNER, if so directed by OWNER, to procure and maintain in full force and effect at all times, at OWNER'S expense, the following types of insurance policies, to protect OWNER and the WASTEWATER SYSTEM (including the EWTP):

- (i) Public liability insurance in broad form and in an amount satisfactory to OWNER, including, but not limited to, coverage for liabilities arising out of the hazard of Ownership of the WASTEWATER SYSTEM (including the EWTP), the utilization of independent contractors and OWNER'S assumptions of liabilities under any contract relating to the WASTEWATER SYSTEM (including the EWTP). The limits of liabilities shall be in amounts as may be designated by OWNER from time to time (but not in an amount less than the amounts of such insurance carried by prudent owners of similar properties in the Commonwealth of Pennsylvania which are comparable to the WASTEWATER SYSTEM (including the EWTP) and shall be procured on an "occurrence" basis.

- (ii) Property insurance on an "All Risks" form covering all real and personal property in an amount not less than an amount as may be designated by OWNER from time to time. Rents and other income may also be insured. Such policy shall include replacement cost and agreed upon endorsements and a written provision that in the event of cancellation or modification of coverage, OWNER (and/or any party designated by OWNER) and MANAGER be provided at least 30 days' prior written notice.
- (iii) Standard form of boiler and machinery insurance, on a blanket basis, with repair and replacement cost endorsements.
- (iv) Such other insurance, including, but not limited to, flood, earthquake, terrorism, environmental, collapse and/or sinkhole coverages, as may be desirable or requested by OWNER or required by applicable law or by any mortgage, deed of trust or other security AGREEMENT covering all or any part of the WASTEWATER SYSTEM (including the EWTP).
- (v) The aforementioned policies shall be maintained in the name of OWNER (with MANAGER named as an Additional Insured) and issued by companies licensed in the Commonwealth of Pennsylvania and rated at least A¹⁰ by the latest Best's insurance key rating guide or its replacement or equivalent, and which are otherwise reasonably satisfactory to OWNER.

MANAGER shall promptly investigate and make a full written report to OWNER and the insurance carrier(s) as to all alleged accidents and/or claims for damages relating to the ownership/lease provisions, operation, management and maintenance of the WASTEWATER SYSTEM (including the EWTP) and the estimated costs of repair or replacement. All such reports shall be delivered to OWNER within five (5) days after the occurrence of any such accident, claim, damage or destruction. MANAGER shall acquaint itself with all terms and conditions of the insurance policies covering the WASTEWATER SYSTEM (including the EWTP) and cooperate with and make all reports required by the insurance carrier(s) and shall do nothing to jeopardize the rights of OWNER and/or any other party insured under said policies.

MANAGER shall provide OWNER with an annual review of the insurance program, the topics of which shall include (without limitation) the need to carry any additional coverages and the adequacy of the various policy limits. MANAGER shall make recommendations to OWNER as to any changes deemed advisable or necessary by MANAGER (provided, however, that OWNER shall make the final determination as to the adequacy thereof), but MANAGER shall not vary or change any portion of the insurance program without the prior written approval of OWNER. MANAGER shall immediately procure any additional insurance requested by OWNER.

(J) Implementation of Approved Budget.

- (i) MANAGER shall implement the Approved Budget. Unless directed otherwise by OWNER prior to making any such expenditure or incurring any such obligation, MANAGER, without the approval of OWNER, is authorized for the account of OWNER to make the expenditures and incur any obligation provided for in the Approved Budget; provided, however, that the prior approval of OWNER shall be required for each and every contractual arrangement for goods or services involving (A) a sum in excess of \$10,000 in any twelve-month period to any one person or to any one group of persons Affiliated with each other, or (B) a term of more than one (1) year. Each such AGREEMENT shall contain a provision giving OWNER the right to terminate such contract, with or without cause, on not more than sixty (60) days' prior written notice, without the payment of any termination fee.
- (ii) If MANAGER desires to contract for any materials or service with a party Affiliated with MANAGER or Affiliated with anyone Affiliated with MANAGER, such Affiliation shall be disclosed to, and approved by OWNER in accordance with Section 4(b) hereof, and the cost of any such services shall be at competitive rates. No transaction may occur regarding the purchase or sale of materials or services to or from an Affiliate or EEE (other than the purchase of utility service at tariffed rates) unless and until such transactions are approved by the PUC. MANAGER shall not employ any persons related to MANAGER or any entity in which MANAGER (or any subsidiary, Affiliate, or related corporation) shall have a financial interest for the purpose of making repairs or alterations or performing other services to the WASTEWATER SYSTEM (including the EWTP).
- (iii) MANAGER agrees to use diligence and to employ all reasonable efforts to ensure that the actual costs of management, administration and operation of the WASTEWATER SYSTEM (including the EWTP) shall not exceed the Approved Budget; provided, however, that MANAGER shall not be authorized to advance or pay for costs in excess of the Approved Budget or to incur any liability for OWNER.

(K) Legal Compliance; Legal Notices. MANAGER, at OWNER'S expense, shall at all times comply with and cause the WASTEWATER SYSTEM (including the EWTP) and the use, occupation and operation thereof to comply with all applicable laws, ordinances, rules, regulations and requirements of all federal, state and local governments, courts, departments, commissions, boards and officers, or any other body exercising functions similar to those of any of the foregoing, and shall obtain and maintain all necessary certificates of occupancy, licenses, operating or zoning permits and/or other required governmental permits. MANAGER shall advise OWNER immediately, with confirmation in writing, of the service upon MANAGER of any and all notices, letters and other communications setting out or claiming a violation of the foregoing or any other potential liability of OWNER or the WASTEWATER SYSTEM (including the EWTP), as well as any summons, subpoena or other legal document, and shall immediately forward to OWNER copies of the same.

(L) Appeal of Tax Assessments or Assessment. MANAGER shall advise OWNER from time to time as to whether OWNER should contest the validity and/or amount of any real and/or personal property taxes or assessments relating to the WASTEWATER SYSTEM (including the EWTP); provided, however, that the ultimate decision of whether to contest shall remain with OWNER in its sole discretion. In the event OWNER elects to contest any such assessments, MANAGER, upon direction from OWNER, shall have the authority to do and perform all acts reasonably necessary to accomplish same, including (without limitation) the completion and filing of appeal forms and attendance at hearings. Notwithstanding the foregoing, OWNER shall retain ultimate control over any appeal and/or litigation resulting therefrom, and may continue, stay, settle, withdraw, or terminate any appeal at any time for any reason (or no reason whatsoever). Further, MANAGER shall not settle any appeal without OWNER'S prior consent as to the terms thereof. The cost of such appeals shall be borne by OWNER.

(M) MANAGER'S License. MANAGER, at MANAGER'S sole cost and expense, shall maintain all licenses required for MANAGER to perform its duties hereunder.

(N) Verification of Bills; Discounts. MANAGER shall duly and punctually verify bills for and pay on behalf of OWNER all expenses for capital improvements, real estate taxes, personal property taxes, local taxes, if any, insurance premiums and other operating expenses, including, at OWNER'S request, mortgage payments and ground rentals which may from time to time affect the WASTEWATER SYSTEM (including the EWTP). To the extent that funds shall be available therefore, payments shall be made to avoid penalty for late payment and to permit OWNER to obtain the advantage of any available discounts.

(O) Obligations of OWNER. MANAGER, at OWNER'S expense, shall duly and punctually perform and comply with all of the obligations, terms and conditions required to be performed or complied with by OWNER under any instruments affecting all or part of the WASTEWATER SYSTEM (including the EWTP) and the use or operation thereof, including, but not limited to, the TOWNSHIP AGREEMENT and any other agreements with the TOWNSHIP, as well as any agreements with the County, AQUA, DEP, PUC and/or EPA, as well as any construction, operation and reciprocal easement agreements, mortgages and any other governmental requirements. To the extent there is any conflict between the TOWNSHIP AGREEMENT, AQUA AGREEMENT and this AGREEMENT, the TOWNSHIP AGREEMENT and AQUA AGREEMENT shall control.

(P) Enforcement of Obligations to OWNER. MANAGER, at OWNER'S expense, shall supervise and enforce the obligations of others to OWNER to the extent such obligations relate to the WASTEWATER SYSTEM (including the EWTP) and the use, occupancy or operation thereof, including, but not limited to, the TOWNSHIP AGREEMENT and AQUA AGREEMENT. OWNER shall have the right to participate in and direct all such activities.

(Q) Miscellaneous. MANAGER shall duly and punctually perform and comply with all of the other duties relating to the Management Activities and the conduct thereof required or appropriate to be performed or complied with by OWNER and all other activities generally expected of a MANAGER of real property similar to the WASTEWATER SYSTEM (including the EWTP). MANAGER shall provide OWNER with complete and accurate information regarding the Management Activities.

4. Limitation of MANAGER'S Powers and Authority.

(A) Expenditures. Except for emergency repairs, and except as otherwise specifically directed by OWNER, MANAGER is not authorized to make any expenditure that is not consistent with the then-current Approved Budget.

(B) Conflict of Interest; Affiliates of MANAGER.

Notwithstanding that MANAGER is presently or may at any time in the future be managing, leasing or developing other projects or buildings which may compete with the WASTEWATER SYSTEM, MANAGER shall manage and operate the WASTEWATER SYSTEM (including the EWTP) with the same level of effort and diligence that it would employ if the WASTEWATER SYSTEM (including the EWTP) were the only WASTEWATER SYSTEM managed and operated by MANAGER. MANAGER covenants that MANAGER shall deal at arm's length with all contractors, subcontractors, suppliers and other parties which provide services or materials for the benefit of the WASTEWATER SYSTEM (including the EWTP) and shall act in the best interests of OWNER at all times. MANAGER further covenants not to enter into any contract or other AGREEMENT with or purchase supplies or services from any Affiliate of MANAGER or a party affiliated with an Affiliate of MANAGER on behalf of OWNER or otherwise relating to the WASTEWATER SYSTEM (including the EWTP) without the prior written consent of OWNER, which consent may be withheld by OWNER in its sole discretion. Furthermore, Manager may not enter into any such transaction without prior approval of the PUC if such affiliate is also an affiliate of Owner. Nothing herein contained shall prohibit MANAGER or any Affiliate from managing, leasing or developing any other project or buildings. Additionally, OWNER may not unreasonably withhold its consent to MANAGER'S entering into contracts and other agreements for the purchase of supplies or services from an Affiliate of MANAGER or a party Affiliated with an Affiliate of MANAGER to the extent that such supplies and services are to be supplied on at least a competitive basis/price within the marketplace.

5. Approved Budgets; Operating Years. In addition to the obligations set forth in Section 3 hereof, MANAGER shall also perform the following as part of the Management Activities (to the extent not otherwise part of the TOWNSHIP'S and AQUA'S Responsibilities):

(A) Pro Forma Budgets. MANAGER shall prepare and submit to OWNER for its approval on the earlier of (i) no later than 30 days after OWNER'S request and (ii) at least 60 days prior to the beginning of each Operating Year (as defined below), a proposed business plan and a proposed pro forma budget (in such form and detail as is reasonably acceptable to OWNER) setting forth all estimated receipts and disbursements relating to the Management Activities for the upcoming period beginning January 1 and ending December 31, except for the initial pro forma budget, which shall cover the period commencing on the Commencement Date hereof and ending on December 31 of that calendar year, and shall include all anticipated capital expenditures as well as operating costs. Each such period is referred to in this AGREEMENT as an "Operating Year." MANAGER shall make changes to such business plan and pro forma budget as are required by OWNER within 15 days following each rejection or recommendation by OWNER, until such business plan and budget is approved in writing by OWNER.

(B) Limitations of Approved Budgets. Except as otherwise provided in this AGREEMENT or as otherwise directed by OWNER in writing, MANAGER shall incur costs and expenses (including, costs and expenses for which OWNER will be reimbursed by Tenants) in connection with the Management Activities during any Operating Year only within the limitations established by the Approved Budget for such Operating Year. Notwithstanding the foregoing, MANAGER shall not be required to obtain OWNER'S prior written approval with respect to the payment of the following:

- (i) Costs and expenses relating to utility charges and real estate taxes which, if not incurred, would or might adversely and materially affect the use, operation and maintenance of the WASTEWATER SYSTEM (including the EWTP).
- (ii) Other costs and expenses payable pursuant to the Approved Budget, or which this AGREEMENT expressly provides MANAGER may incur without limitation.

In addition, if any Operating Year shall commence before OWNER shall have approved the proposed pro forma budget for such year, MANAGER shall use its reasonable judgment in incurring costs and expenses relating to the operation and maintenance of the WASTEWATER SYSTEM until an Approved Budget for such Operating Year shall be in effect, and in doing so, shall be guided by the Approved Budget for the previous Operating Year. In such a case, MANAGER shall be subject to the same financial limitations established by such prior Approved Budget as if the operations portion of such budget had been in effect for the then-current Operating Year, together with an increase in such Approved Budget equal to the actual increase in expenses associated with real estate taxes and assessments, insurance premiums, utilities and other recurring operating and maintenance costs relating to the WASTEWATER SYSTEM (including the EWTP), until a revised budget is approved in writing by OWNER.

(C) Modifications to Approved Budgets. Notwithstanding the foregoing, if MANAGER reasonably determines that the funds provided in the Approved Budget are or will be at any time during the Operating Year insufficient to satisfy the Management Activities, MANAGER shall notify OWNER as soon as reasonably possible after making such determination and propose such modifications to the Approved Budget as MANAGER shall deem necessary (along with reasonable explanations of the reasons therefore).

6. Books, Accounts, Records, Reports and Remittances. In addition to the obligations set forth in Sections 3 through 5 hereof, MANAGER shall also perform the following as part of the Management Activities to the extent not otherwise part of the TOWNSHIP'S and AQUA'S Responsibilities:

(A) Books and Records; Reports. MANAGER shall establish and maintain such books of account, records and other documentation reflecting the operations and financial condition of the WASTEWATER SYSTEM (including the EWTP) and provide to OWNER such reports at such times as are specified in Exhibit A attached to and made a part of this AGREEMENT.

(B) Operating Account. Except as otherwise directed by OWNER, MANAGER shall open and maintain in OWNER'S name a segregated account for the WASTEWATER SYSTEM (including the EWTP) (the "Operating Account") at a banking institution designated from time to time by OWNER. All funds deposited into the Operating Account shall be and remain OWNER'S property. MANAGER shall deposit into the Operating Account all funds collected by MANAGER under this AGREEMENT. MANAGER shall make such disbursements from the Operating Account as are in accordance with the Approved Budget and as MANAGER shall reasonably deem necessary in connection with the Management Activities. Disbursements from

the Operating Account may be made only by a duly designated employee of MANAGER. OWNER'S representatives will have signatory authority of the Operating Account. MANAGER shall not be required to advance its own funds on behalf of OWNER for payment of any cost or service or any other expenditure or liability relating to the WASTEWATER SYSTEM (including the EWTP).

(C) Miscellaneous Tax and Accounting Services. In addition to the foregoing, MANAGER shall perform such other tax and accounting services in connection with the management and operation of the WASTEWATER SYSTEM as requested by OWNER from time to time, including without limitation, the preparation and filing of tax returns.

7. Fees.

(A) Management Fee. As a management fee for the services performed pursuant to this AGREEMENT, OWNER agrees to pay MANAGER during the term of this AGREEMENT, a fee ("Management Fee") in such amount(s) and at such time(s) as set forth in Exhibit B attached to and made a part of this AGREEMENT; provided that OWNER shall have no obligation to remit any such payment unless and until MANAGER timely delivers to OWNER the reports as specified in Exhibit A. Any additional services required by OWNER to be performed by MANAGER on an as-needed basis which are not provided for under this AGREEMENT will be billed at MANAGER'S then current hourly rates as set forth in Exhibit C attached to and made a part of this AGREEMENT ("Additional Service Fee"). MANAGER shall submit to OWNER an invoice on a monthly basis setting forth the then current monthly fees as follows:

- (i) Management Fee - The then current Exhibit B rate for services required under AGREEMENT.
- (ii) Additional Service Fee - Time spent by MANAGER'S employees on OWNER'S account for any services not expressly provided for under AGREEMENT, to include a general description of services rendered and the amount of time expended in connection therewith at the then current rate(s), as set forth in Exhibit C. In addition, MANAGER shall reconcile any difference in the estimated fees to the actual fee as finally determined.
- (iii) Expense Reimbursement - To include a description of reimbursable expenses and costs incurred by MANAGER on OWNERS behalf in connection with the performance of MANAGER'S duties and obligations not specifically provided for or required under the normal course services under the AGREEMENT as described below at paragraph (c).

(B) OWNER shall pay MANAGER the amount shown on the invoices within five (5) business days following OWNER'S receipt of the invoice.

(C) Expense Reimbursement. MANAGER shall be entitled to be reimbursed for all reasonable and actual expenditures required to be made by MANAGER as provided in this AGREEMENT, but MANAGER shall not be reimbursed for the following:

- (i) MANAGER'S office overhead expenses necessary to fulfill MANAGER'S duties under this AGREEMENT.
- (ii) MANAGER'S cost of providing the services of all executive personnel necessary to fulfill MANAGER'S duties under this AGREEMENT.
- (iii) All costs or expenses incurred by MANAGER which, pursuant to this AGREEMENT, are to be incurred at MANAGER'S cost and expense and which are not to be paid or reimbursed by OWNER.
- (iv) All costs of gross salary and wages, payroll taxes, insurance, worker's compensation, and other benefits of office personnel employed by MANAGER to fulfill MANAGER'S duties under this AGREEMENT.
- (v) All costs of forms, papers, ledgers, and other equipment used by MANAGER to fulfill MANAGER'S duties under this AGREEMENT.
- (vi) All costs of electronic data processing equipment, or any pro rata charge thereof used by MANAGER to fulfill MANAGER'S duties under this AGREEMENT.
- (vii) All costs attributable to losses arising from criminal acts, willful misconduct, negligence or fraud on the part of MANAGER or MANAGER'S employees.
- (viii) Cost of comprehensive crime insurance or fidelity bond purchased by MANAGER for its own account.
- (ix) General accounting and reporting services, as such services are considered to be within the reasonable scope of MANAGER'S responsibility to OWNER used by MANAGER to fulfill MANAGER'S duties under this AGREEMENT.

8. Default; Termination.

(A) Termination For Cause. OWNER may terminate this AGREEMENT, at any time, effective as of the date designated in a notice of termination from OWNER to MANAGER, without cost to OWNER (other than payment to MANAGER of all sums due through the date of termination pursuant to Section 8(c)), in the event MANAGER shall fail to keep, observe or perform any material covenant, AGREEMENT, term or provision of this AGREEMENT to be kept, observed or performed by MANAGER, and such default shall continue for a period of thirty (30) days after notice thereof by OWNER to MANAGER; provided, however, that if such default does not relate to the payment of monies by MANAGER and cannot reasonably be cured within such thirty (30) day period, MANAGER shall, within such thirty (30) day period, have commenced to cure such default and thereafter diligently pursue the curing of such default and cure such default within ninety (90) days after the aforesaid default notice.

(B) Automatic Termination. This AGREEMENT shall terminate immediately and automatically and without cost to OWNER if any of the following shall occur:

- (i) The WASTEWATER SYSTEM are condemned or acquired by eminent domain.
- (ii) The WASTEWATER SYSTEM are sold, exchanged or otherwise transferred by OWNER other than to an Affiliate of OWNER or its shareholders, members or partners.
- (iii) MANAGER files a petition for bankruptcy, reorganization or arrangement under any federal, state or local statute, or makes an assignment for the benefit of creditors, has appointed a receiver, liquidator or trustee of the WASTEWATER SYSTEM, is adjudicated to be a bankrupt or insolvent, acknowledges in writing its inability to pay its debts, or otherwise takes advantage of any federal, state or local insolvency statute.
- (iv) A petition in bankruptcy, reorganization or arrangement is commenced involuntarily against MANAGER and MANAGER shall fail to dismiss the same within sixty (60) days.
- (v) MANAGER commits gross negligence, willful misconduct or any criminal or fraudulent act.

(C) Survival of Obligations. Upon the expiration or earlier termination of this AGREEMENT, (i) OWNER'S appointment of MANAGER hereunder shall cease and terminate and, except as otherwise specifically provided under this AGREEMENT, OWNER and MANAGER shall have no further obligation or liability to the other, (ii) MANAGER shall no longer have any authority to represent OWNER or take or cause to be taken any actions on OWNER'S behalf, and (iii) excluding amounts properly owed to OWNER by MANAGER and deductions or setoffs taken by OWNER due to MANAGER'S defaults hereunder, OWNER shall pay to MANAGER all fees payable and reimbursable expenses hereunder which shall have accrued through the date of termination. The provisions of this Paragraph shall survive any such expiration or termination.

(D) Return of OWNER'S Property. Within ten (10) business days after the expiration or earlier termination of this AGREEMENT, MANAGER shall (i) pay over to OWNER without setoff or deduction any balance of funds held by MANAGER on OWNER'S account (including without limitation the Operating Account) pursuant to this AGREEMENT, less any amounts properly owed to MANAGER by OWNER, (ii) return to OWNER all records, agreements and other documents which are necessary or materially pertinent to the future management of the WASTEWATER SYSTEM (including the EWTP), and (iii) assign, transfer and convey (to the extent assignable and subject to proprietary rights of others) to OWNER, or such other party or parties as may be designated by OWNER, all maintenance contracts, equipment and personal property relating to or used in the Management Activities, except for any such equipment or personal property paid for and owned by MANAGER.

9. Indemnity.

(A) MANAGER'S Indemnity. MANAGER shall defend, indemnify and hold harmless OWNER, its principals, officers, directors, shareholders, members, partners, attorneys, employees and agents (individually and collectively, the "MANAGER'S Indemnities") from and against any and all liabilities, claims, suits, damages, judgments, costs and expenses of whatever nature, including reasonable counsel fees and disbursements to which the MANAGER'S Indemnities may become subject, by reason of or arising out of (i) any failure of MANAGER to timely perform any obligations of MANAGER under this AGREEMENT, provided such failure was not caused by the act, failure to act, or negligence of OWNER, or by events beyond MANAGER'S reasonable control, and (ii) any malfeasance or misfeasance on the part of any personnel, contractors or other third parties (including Affiliates of MANAGER) hired by MANAGER, and (iii) any acts of MANAGER or MANAGER'S employees beyond the scope of MANAGER'S authority hereunder and not otherwise authorized by OWNER.

(B) OWNER'S Indemnity. OWNER shall defend, indemnify and hold harmless MANAGER, its principals, officers, directors, shareholders, members, partners, attorneys, employees and agents (individually and collectively, "OWNER'S Indemnitees") from and against any and all losses, liabilities, claims, suits, damages, judgments, costs and expenses of whatever nature, including reasonable counsel fees and disbursements to which OWNER'S Indemnitees may become subject, by reason of or arising out of (i) any failure of OWNER to perform any obligations of OWNER under this AGREEMENT provided such failure was not caused by the act, failure to act or negligence of MANAGER, or by events beyond the reasonable control of OWNER, and (ii) any and all matters relating to or arising out of the WASTEWATER SYSTEM or the ownership/lease provisions and operation thereof, and not specifically the subject of MANAGER'S indemnification as provided in Section 9(a), above.

(C) Survival. The provisions of this Section 9 shall survive the expiration and termination of this AGREEMENT.

10. Assignment. MANAGER may not assign this AGREEMENT without the prior written consent of OWNER, which consent may be withheld by OWNER in its sole discretion.

11. Limitation of Liability. Anything in this AGREEMENT to the contrary notwithstanding, MANAGER accepts and agrees that each of the covenants, undertakings and agreements herein made on the part of OWNER, while in form purporting to be covenants, undertakings and agreements of OWNER, are, nevertheless, made and intended not as personal covenants, undertakings and agreements by it, its partners, members, officers, employees and agents for the purpose of binding it or them personally or its or their assets, but are made and intended for the purpose of binding only OWNER'S interest in the WASTEWATER SYSTEM, and that no personal liability or personal responsibility is assumed by, nor shall it at any time be asserted or enforceable against, OWNER or its members, officers, employees and agents or their respective heirs, legal representatives, successors and assigns on account of this AGREEMENT or on account of any covenant, undertaking or agreement of OWNER in this AGREEMENT contained, all such personal liability and personal responsibility, if any, being expressly waived and released by MANAGER; and MANAGER further agrees not to seek or enforce any judgments against OWNER beyond the interests of OWNER in the WASTEWATER SYSTEM.

12. No Agency. MANAGER shall be responsible for all of MANAGER'S employees, the supervision of any persons performing services in connection with the performance of any of MANAGER'S obligations relating to the Management Activities, and for determining the manner and timing of performance of its obligations hereunder. MANAGER is acting under this AGREEMENT as an independent contractor and nothing herein contained, nor any acts by MANAGER or OWNER, nor any other circumstances, shall be construed as to establish MANAGER as an agent, employee, partner, member or joint venture of or with OWNER.

13. Miscellaneous.

(A) Indulgences, Etc. Neither the failure nor any delay on the part of either party to exercise any right, remedy, power or privilege under this AGREEMENT shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

(B) Controlling Law. This AGREEMENT and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, notwithstanding any of its conflict-of-laws doctrines to the contrary, and without the aid of any canon, custom or rule of law requiring construction against the draftsman.

(C) Notices. All notices, requests, demands and other communications required or permitted under this AGREEMENT shall be in writing and shall be deemed to have been duly given, made and received only when delivered personally, by courier service such as Federal Express, or by other messenger against receipt, or upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

If to OWNER: Eagleview Environmental Enterprises, Inc.
707 Eagleview Boulevard
Exton, PA 19341
Attention: Robert S. Hankin

If to MANAGER: Milbern Builders Associates, Inc.
P.O. Box 562
Exton, PA 19341
Attention: President

Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this Section for the giving of notice.

(D) Binding Nature of AGREEMENT. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(E) Execution in Counterparts. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This AGREEMENT shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. For purposes of the foregoing, facsimile signatures shall have the same force and effect as original signatures.

(F) Provisions Separable. The provisions of this AGREEMENT are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

(G) Entire AGREEMENT. This AGREEMENT contains the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This AGREEMENT may not be modified or amended other than by an agreement in writing.

(H) Paragraph Headings. The paragraph headings in this AGREEMENT are for convenience only, form no part of this AGREEMENT and shall not affect its interpretation.

(I) Gender, Etc. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate.

(J) Number of Days. In computing the number of days for purposes of this AGREEMENT, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which federal banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

(K) Lender Agreements. This AGREEMENT and the Management Fee are subject and subordinate in all respects to any deed of trust or mortgage now or hereafter placed on the WASTEWATER SYSTEM or any portion thereof and all other documents evidencing and/or securing such loan (collectively, "Loan Documents"). In the event of an inconsistency between this AGREEMENT and any Loan Documents, the provisions of such Loan Documents shall control. MANAGER shall sign and deliver such agreements as any of OWNER'S lenders may reasonably require including, without limitation, agreements regarding subordination to the debt, lender's right to terminate this AGREEMENT, lender's right to cure OWNER'S defaults, and assignment of this AGREEMENT to the lender and agreement to perform services for the lender.

(L) Mechanics' Liens. MANAGER shall not file, and shall use commercially reasonable efforts to ensure that no other party files, any materialman's or mechanic's lien against the WASTEWATER SYSTEM (including the EWTP) arising out of material incorporated in the WASTEWATER SYSTEM (including the EWTP) or work performed thereon.

(M) Sales Commission. MANAGER shall not be entitled to any fees or commissions relating to any sale of all or substantially all of the WASTEWATER SYSTEM (including the EWTP) in the absence of a further agreement in writing signed by OWNER and MANAGER.

(N) Recitals. The Recitals set forth above, including all defined terms therein, are incorporated herein by reference.

[signatures appear on next page]

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed and delivered under seal by their proper and duly authorized officers on the date first above written.

OWNER:

EAGLEVIEW ENVIRONMENTAL ENTERPRISES, INC.

By: _____
Name: _____
Title: _____

MANAGER:

MILBERN BUILDERS ASSOCIATES, INC.

By: _____
Robert S. Hankin, President

EXHIBIT A

MANAGER'S REPORTING REQUIREMENTS

REPORTING REQUIREMENTS FOR
PROPERTY MANAGER

	TASK	DUE
1.	INCOME & EXPENSE STATEMENT (Monthly and YTD Actual vs. Budget)	Monthly/not later than 20th day following month end
2.	STATEMENT OF CASH FLOW (Monthly and YTD Actual vs. Budget)	Monthly/not later than 20th day following month end
3.	MANAGEMENT FEE CALCULATION	Monthly/not later than 20th day following month end
4.	ANALYSIS OF ESCROWS (INSURANCE, REAL ESTATE TAXES, AND REPLACEMENT RESERVES)	Quarterly/not later than 30th day following end of quarter
5.	ANALYSIS OF CONSTRUCTION ACTIVITY AND REPLACEMENT EXPENSES (Actual vs. Budget)	Quarterly/not later than 30th day following end of quarter
6.	DETAILED OPERATING AND CAPITAL BUDGET	Annual/60 days prior preliminary

EXHIBIT B

MANAGEMENT FEE

The Management Fee for the first year of the term of this AGREEMENT shall be an amount of \$36,000 per year to be made in twelve equal payments of \$3,000 per month billed and collected in accordance with the terms set forth in paragraph 7 of this AGREEMENT. The annual Management Fee of \$36,000 shall increase at the rate of 3% per year for each year thereafter (compounded); provided, however, that OWNER and MANAGER through mutual agreement may renegotiate adjustments to such fee consistent with the terms of this AGREEMENT. Fees for Management Services provided by MANAGER at OWNER'S request on an as-need basis and which are not specifically provided for under this AGREEMENT will be rendered at MANAGER'S then current hourly billing rates as set forth in Exhibit C to this Agreement, plus reimbursement of any necessary expenses incurred on behalf of OWNER for the completion of such as-need services. MANAGER at the beginning of each calendar shall provide to OWNER an updated Exhibit B fee schedule setting forth its then current rate for as long as this AGREEMENT remains in effect, but its failure to do so shall not affect its right to such fee (including any annual increase thereto as provided above).

EXHIBIT C

FEE STRUCTURE

Executives - \$400 per hour

Directors - \$350 per hour

Senior Manager - \$300 per hour

Managers - \$250 per hour

Senior Personnel - \$225 per hour

Technical Personnel - \$200 per hour

Technicians - \$150 per hour

Administrative Support - \$100 per hour

Other Personnel - \$85 per hour

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true and correct copy of the foregoing Application on the persons, listed below in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant):

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Uwchlan Municipal Authority
715 North Ship Road
Exton, PA 19341

Chester County Board of Supervisors
2 North High Street
Box 2748
West Chester, PA 19380-0991

Uwchlan Township Board of Supervisors
715 North Ship Road
Exton, PA 19341

Chester County Commissioners
2 North High Street
Box 2748
West Chester, PA 19380-0991

Uwchlan Planning Commission
715 North Ship Road
Exton, PA 19341

Chester County Planning Commission
601 Westtown Road, Suite 270
PO Box 2747
West Chester, PA 19380-0990

Upper Uwchlan Municipal Authority
140 Pottstown Pike
Chester Springs, PA 19425

Department of Environmental Protection
Southeast Regional Office
2 East Main Street
Norristown, PA 19401-4915

Upper Uwchlan Board of Supervisors
140 Pottstown Pike
Chester Springs, PA 19425

Upper Uwchlan Planning Commission
140 Pottstown Pike
Chester Springs, PA 19425

RECEIVED

DEC 11 2006

VIA FIRST CLASS MAIL

PA PUBLIC UTILITY COMMISSION

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

Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

SECRETARY'S BUREAU

Date: December 11, 2006


Louise A. Knight

ORIGINAL

RECEIVED

DEC 11 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

A. 230109

**EAGLEVIEW ENVIRONMENTAL ENTERPRISES, INC.
D/B/A EAGLEVIEW ENVIRONMENTAL
RATES, RULES AND REGULATIONS GOVERNING
THE PROVISION OF WASTEWATER COLLECTION, TREATMENT
AND DISPOSAL SERVICE TO THE PUBLIC IN PORTIONS OF
UPPER UWCHLAN AND
UWCHLAN TOWNSHIPS, CHESTER COUNTY**

DOCUMENT
FOLDER

ISSUED: December 11, 2006

EFFECTIVE: February 9, 2007

By: Robert S. Hankin, President
Eagleview Environmental Enterprises, Inc.
d/b/a Eagleview Environmental
707 Eagleview Boulevard
Exton, PA 19341

DOCKETED

DEC 20 2006

LIST OF CHANGES

Establish initial tariff.

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PART I: SCHEDULE OF RATES AND CHARGES

Section A - Rates for Metered Service

1. Application: Metered rates will be charged to commercial and industrial customers, based on water consumption:
2. Volumetric Rate: \$4.73/1000 gallons.

Section B - Flat Rates

1. Application: The charge per residential dwelling unit for residential service.
2. The flat rate is \$70.00 per quarter.

Section C - Wastewater Capacity Reservation Charge

1. Application: Applicants for wastewater service who do not intend to connect to the system immediately upon application shall be charged a wastewater capacity reservation fee because the treatment capacity shall be available and maintained for each such commitment made by the Company.
2. Charge: The capacity reservation charge is \$4.73 per 1,000 gallons reserved.

Section D. Returned Check Charge

A charge of \$35 will be assessed any time where a check which has been presented to the Company for payment on account has been returned by the payer bank for any reason.

Section E - Service Termination or Resumption Rates

1. Application: These rates will be applied as set forth in Part III, Section C of this tariff.
2. Rate: \$60.00 per termination or turn-on.

PART II: DEFINITIONS

The following words and phrases, when used in this tariff, shall have the meanings assigned below unless the context clearly indicates otherwise:

1. Annual Line Extension Cost: The sum of a Company's additional annual operating and maintenance costs, debt costs and depreciation charges associated with the construction, operation and maintenance of a line extension.
2. Annual Revenue (for line extension purposes): The Company's expected additional annual revenue from a line extension based on the Company's currently effective tariff rates and on the average annual usage of customers similar in nature and size to the bona fide service applicant.
3. Applicant: A person, association, partnership, corporation, municipality, authority, state or federal governmental agency or other entity who applies to become a customer of the Company in accordance with Part III, Section A, of this tariff.
4. Bona Fide Service Applicant (for line extension purposes): A person or entity applying for wastewater service to an existing or proposed structure within the Company's certificated service territory for which a valid occupancy or building permit has been issued if the structure is either a primary residence of the applicant or a place of business. An applicant shall not be deemed a bona fide service applicant if:
 - (a) applicant is requesting wastewater service to a building lot, subdivision or a secondary residence;
 - (b) the request for service is part of a plan for the development of a residential dwelling or subdivision; or
 - (c) the applicant is requesting special utility service.
5. Commission: The Pennsylvania Public Utility Commission.
6. Company: Eagleview Environmental Enterprises, Inc. d/b/a Eagleview Environmental.

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7. Company Service Line: The wastewater line from the collection facilities of the Company which connects to the customer service line at the hypothetical or actual curb line or the actual property line.
 8. Customer: A person or entity who is an owner or occupant and who contracts with the Company for or who takes or receives wastewater collection, treatment and/or disposal service without a contract.
 9. Customer Service Line: The wastewater line extending from the end of the Company service line or connection to the point of connection at the customer's premise.
 10. Debt Costs: The Company's additional annual cost of debt associated with financing a line extension investment based on the current debt ratio and weighted long-term debt cost rate for the Company or that of a comparable jurisdictional wastewater utility.
 11. Depreciation Charges: The Company's additional annual depreciation charges associated with a specific line extension investment to be made based on the current depreciation accrual rates for that Company or that of a comparable jurisdictional wastewater utility.
 12. Dwelling Unit: A structure or dwelling intended to be occupied as a whole by one family.
 13. Garbage: The solid wastes from domestic cooking and dispensing of food, and from the handling and storage of produce.
 14. Grinder pump: Any mechanical or powered device used to grind, macerate or fluidize garbage so that it can be discharged into the wastewater system of the Company.
 15. Line extension (for line extension purposes): An addition to the Company's main line which is necessary to serve the premises of a customer.
 16. Main: The Company's pipe, excluding service connections, located in a public highway, street, alley or private right-of-way which pipe is used in transporting wastewater.

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17. Meter: Any device supplied by the Company, except as approved by the Commission, for the purpose of measuring water or wastewater consumption.
 18. Nonresidential Service: Wastewater service supplied to a commercial or industrial building, including a hotel or motel, or to a master-metered trailer park or multi-tenant apartment building.
 19. Operating and Maintenance Costs (for line extension purposes): The company's average annual operating and maintenance costs associated with serving an additional customer, including customer accounting, billing, collections, water purchased, power purchased, chemicals, and other variable costs based on the current total Company level of such costs, as well as costs particular to the specific needs of that customer, such as line flushing.
 20. Residential Service: Wastewater service supplied to an individual single-family residential dwelling unit.
 21. Regulatory Agency: Agencies, including but not limited to the Commission, the Pennsylvania Department of Environmental Protection (DEP), the U.S. Environmental Protection Agency (EPA), the Delaware River Basin Commission (DRBC), or the Susquehanna River Basin Commission (SRBC) which have authority over the operations of and/or discharges into and/or from the Company's treatment facilities.
 22. Sanitary Sewer: A sewer which carries sanitary wastewater and excludes storm, surface and ground water.
 23. Special Utility Service: Residential or business service which exceeds that required for ordinary residential purposes. See additional clarification in Section H, Part 2(e) of this tariff.
 24. Storm Sewer: A sewer which receives discharges from stormwater building sewers and/or carries off surface, subsurface, or stormwater from the buildings, ground, streets, or other areas, including street wash.
 25. Suspended Solids: Solids that either float on the surface of, or are in suspension in water, wastewater, or other liquids, and which are largely removable by filtration.

26. Tariff: All of the service rates, rules and regulations issued by the Company, together with any supplements or revisions thereto, officially approved by the Commission and contained in this document.
27. Termination/Turn-On. The act of the local water provider shutting off or turning on water service upon the request of the Company, on grounds set forth in Part III, Section C.
27. Toxic Substances: Any substances where gaseous, liquid or solid waste which, when discharged to a public sewer in sufficient quantities, will be detrimental to any biological wastewater treatment process, constitute a hazard to human beings or animals, inhibit aquatic life, or create a hazard to recreation in receiving waters of the effluent from a wastewater treatment plant, or as defined pursuant to PL 92-500 (Federal Water Pollution Control Act Amendments of 1972) or its amendments.
28. Wastes: Any liquid, gaseous, or solid substances or combination thereof which are discarded, leached, or spilled substances or combination thereof including sanitary wastewater but excluding storm-water.
29. Wastewater: A combination of the water-carried wastes from residential, commercial and industrial users, together with such ground surface and storm water as may be present in sanitary sewers.

PART III: RULES AND REGULATIONS**Section A - Applications for Service**

1. Service Application Required: All applications for service must be in writing on a form provided by the Company and signed by the owner or owners of the property to which wastewater collection service will be provided; except that where a lessee of property occupies or uses the property under a lease having a fixed term of more than six (6) months, the lessee may request service as an applicant. The Company may, at its sole discretion, require that a separate contract for service be signed by the applicant. The Applicant must provide the Company with two acceptable forms of identification upon request.
2. Change in Ownership or Tenancy: A new application must be made to the Company upon any change in ownership where the owner of the property is the customer, or upon any change in the identity of a lessee where the lessee of the property is the customer. The Company shall have the right to discontinue or otherwise interrupt wastewater collection service upon three (3) days' notice if a new application has not been made and approved for the new customer.
3. Acceptance of Application: An application for service shall be considered accepted by the Company only upon oral or written approval by the Company. The Company may provide service to the applicant pending formal review and acceptance of the application.
4. Application Forms: Application forms can be obtained at the Company's local business office, presently located at 707 Eagleview Boulevard, Exton, PA 19341.
5. Temporary Service: In the case of temporary service for short-term use, the Company may require the customer to pay all costs of making the service connection and for its removal after the service has been discontinued, or to pay a fixed amount in advance to cover such expenses. If the service connection is physically removed, the customer shall receive a credit for reasonable salvage value.

Section B - Construction and Maintenance of Facilities

1. Customer Service Line: The customer service line shall be furnished, installed, maintained and/or replaced, when necessary, by and at the sole expense of the customer. The Company reserves the right to determine the size, kind and depth of customer service lines.
2. Separate Trench: The customer wastewater service line shall not be laid in the same trench with drain or water pipe, the facilities of any other public utility or of any municipality or municipal authority that provides a public utility service.
3. Customer's Responsibilities: All service lines, connections and fixtures furnished by the customer shall be maintained by the customer in good working order. All valves, meters and appliances furnished by the Company and on property owned or leased by the customer shall be protected properly by the customer. All leaks in the customer service line or any pipe or fixtures in or upon the customer's premises must be repaired immediately by the customer.
4. Right to Reject: The Company may refuse to connect with any piping system or furnish wastewater collection, treatment and/or disposal through a service already connected if such system or service is not properly installed or maintained, or if the system has illegal connections, such as those that admit stormwater into the system.
5. Water Use Standards for Certain Plumbing Fixtures: This rule establishes maximum water use criteria for certain plumbing fixtures installed in all new construction or renovation. Such standards have been implemented to achieve maximum efficiency of water use which the Commission has determined is technologically feasible and economically justified.

(a) Maximum permitted water usage levels shall be as follows:

<u>Plumbing Fixture</u>	<u>Maximum Water Use</u>
water closets	1.6 gallons/flush
urinals	1.5 gallons/flush

(b) The Company may exempt particular customers, or classes of customers, when it is determined that the water use standards for plumbing fixtures listed above are unreasonable, cannot be accommodated by existing technology or are otherwise inappropriate.

6. Individual Service Lines: Except as otherwise expressly authorized by the Company, each individual customer shall be served only through a separate service line connected directly to the Company's collection main, and that service line shall not serve any other customer or premise. No additional attachment may be made to any customer's service line for any purpose without the express written approval of the Company.
7. Connection to Company Mains: No connection shall be made to the Company's main, nor detachment from it, except under the direction and control of the Company. All such connections shall be property of the Company and shall be accessible to it and under its control. The Company will furnish, install and maintain all service lines from the main to the curb.

Section C - Discontinuance, Termination and Restoration of Service

1. Discontinuance by Customer: Where a customer requests the Company to discontinue service, the following rules shall apply:
 - (a) A customer who wishes to have service discontinued shall give at least three (3) days' notice to the Company, specifying the date on which service is to be discontinued. In the absence of proper notice, the customer shall be responsible for all service rendered until the time that the Company shall have actual or constructive notice of the customer's intent to discontinue service. The customer shall not begin to use nor cease to use wastewater service without the prior written consent of the Company. A customer discontinuing service remains a customer for purposes of paying turn-on fees pursuant to Rule 3 of this Section for a period of nine (9) months.
 - (b) Where a customer requests turn-on of service within six (6) months of disconnection, the customer shall be subject to monthly minimum billing for the period of disconnection.
2. Termination by Company: Service to the customer may be terminated for good cause, including, but not limited to, the following:
 - (a) making an application for service that contains material misrepresentations;
 - (b) failure to repair leaks in pipes or fixtures;
 - (c) tampering with any service line or curb connection, or installing or maintaining any unauthorized connection;
 - (d) theft of service, which shall include taking service without having made a proper application for service under Part III, Section A;

- (e) failure to pay, when due, any charges accruing under this tariff;
 - (f) discharge of any prohibited substance listed in Section F into the wastewater system or connection that admit stormwater into the system;
 - (g) receipt by the Company of an order or notice from the Department of Environmental Protection, a health agency, local plumbing inspector or other similar authority, to terminate service to the property served on the grounds of violation of any law or ordinance, or upon notice to the Company from any such authority that it has ordered an existing violation on the property to be corrected and that such order has not been complied with or
 - (h) material violation of any provisions of this tariff.
3. Turn-on Charge: Whenever service is discontinued or terminated pursuant to Rule 1 or Rule 2 of this Section, service shall be permitted by the Company only upon the payment by the customer of a turn-on charge and the curing of the problem that gave rise to the termination if under Rule 2.

Section D - Billing and Collection

1. Issuance of Bills: The Company will bill each customer within fifteen (15) days of the last day of each billing period.
2. Billing Due Date: The due date for payment of a bill for nonresidential service shall be no less than fifteen (15) days from the date of transmittal. The due date for payment of a bill for residential service shall be no less than twenty (20) days from the date of transmittal. If the last day for payment falls on a Saturday, Sunday or bank holiday, or on any day when the offices of the Company are not open to the general public, the due date shall be extended to the next business day. The Company may not impose a late-payment charge unless payment is received more than five (5) days after the stated due date.
3. Late-Payment Charge: All amounts not paid when due shall accrue a late-payment charge at the rate not to exceed one and fifty one-hundredths percent (1.50%) per billing period, not to exceed eighteen percent (18%) per year when not paid as prescribed in Rule 2 of this Section.
4. Change in Billing Address: If a customer fails to notify the Company of a change in billing address, the customer shall remain responsible to remit payment by the billing due date.

5. Application of Payment: Utility bills rendered by the Company shall include only the amount due for utility service. Where a customer remittance to the Company includes payment for any non-utility services, proceeds will be applied first to pay all outstanding regulated utility charges.
6. Return Check Charges: The customer shall be responsible for the payment of a charge for each time a check presented to the Company for payment on that customer's utility bill is returned by the payer bank for any reason including, but not limited to, insufficient funds, account closed, payment stopped, two signatures required, post-dated, stale date, account garnished, or unauthorized signature. This charge is in addition to any charge which may be assessed against the customer by the bank.
7. Disputed Bills: In the event of a dispute between the customer and the Company with respect to any bill, the Company will promptly make such investigation as may be required by the particular case and report the result to the customer. The customer is not obligated to pay the disputed amount during the pendency of the Company's investigation. When the Company has made a report to the customer sustaining the bill as rendered, the customer shall have fifteen (15) days from the date of such report in which to pay the bill. If the Company determines that the bill originally rendered is incorrect, the Company will issue a corrected bill with a new due date for payment. Any amounts received by the Company in excess of the amount determined to be due by the Company's investigation of the dispute shall be refunded to the customer.

Section E - Deposits

1. Residential Customers:
 - (a) **New Applicants**—The Company shall provide service without requiring a deposit unless the applicant was terminated for nonpayment within the prior twelve (12) months by the Company or another regulated public utility, or has an unpaid balance for prior service from the Company. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.
 - (b) **Existing Customers**—If a customer has paid late on two (2) consecutive occasions or a total of three (3) times within the prior 12-month period, the Company may send a letter informing the customer that a deposit may be required if another late payment is received within the next twelve (12) months. An existing customer may be required to pay a deposit as a condition to having service restored after termination for non-payment or for failure to comply with a payment agreement. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.

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- (c) Deposit Refunds and Interest—A deposit will be refunded if service is discontinued and the final bill is paid or if the customer has paid the bills for the prior 12-month period without having been late on more than two (2) occasions and is not currently delinquent. Deposits from residential customers shall bear simple interest at the rate of the average of one-year Treasury Bills for September, October and November of the previous year, payable annually without deductions for taxes thereon unless otherwise required by law. The applicable interest rate for each year shall be determined as of January 1 of that year.
2. Nonresidential Customers:
- (a) New Applicants—A deposit may be required from any new applicant who does not have prior satisfactory credit history with the Company. The amount of the deposit will not be greater than an estimated average bill for one (1) billing period plus the estimated bill for one (1) additional month's service.
- (b) Existing Customers—Deposit requirements for existing nonresidential customers shall be as established for residential customers in Rule 1 of this Section.
- (c) Deposit Refunds and Interest—A deposit will be refunded if the customer pays all bills on time over a 12-month period or if service is disconnected and the final bill has been paid. There will be no interest paid on deposits for nonresidential accounts.

Section F - Wastewater Control Regulations

1. General:
- (a) No storm water from pavements, area ways, roof runoff water, foundation drains, subsurface drains, water from springs, cooling water, basement sump pumps, unpolluted industrial or commercial process water or other sources shall be admitted to the Company mains.
- (b) The discharge of garbage to the sewer system is expressly prohibited. Properly shredded garbage may be discharged into the sewer system when expressly authorized by the Company.
- (c) This does not exclude or preclude pump-out of manholes by a utility company or of manholes on plant premises which should be kept in dry or reasonably dry condition.

2. Discharges: No person shall cause or permit to be discharged into the Company's wastewater system any toxic substances or wastes having any of the following characteristics:
- (a) Wastes containing any gasoline, naphtha, fuel, oil or other liquids, solids or gases which by reason of their nature or quality may cause fire or explosion or be in any other way injurious to persons, the structures of the wastewater system or its operation.
 - (b) Wastes having a temperature in excess of 120 degrees F. or less than 20 degrees F.
 - (c) Washes having a pH lower than 6.0 or higher than 9.0 having any corrosive property capable of causing damage or hazards to structures, equipment or personnel of the wastewater system.
 - (d) Wastes containing any noxious or malodorous gas or substance that either singly or by interaction with sewage or other wastes is likely in the opinion of the Company to create a public nuisance or hazard to life or prevent entry to sewers for their maintenance and repair.
 - (e) Wastes containing ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, hair, chemical or paint residues, greases, paunch, manure, cotton, wool, plastic or other fibers, lime, slurry or any other solid or viscous material of such character or in such quantity as in the opinion of the Company may cause an obstruction to the flow in sewers or otherwise interfere with the proper operation of the sewer system.
 - (f) Wastes containing insoluble, non-flocculent substances having a specific gravity in excess of 2.65.
 - (g) Wastes containing soluble substances in such concentrations as to cause the specific gravity to be greater than 1.1.
 - (h) Wastes containing any of the following substances in concentrations exceeding those shown in the following table as measured by an acceptable method:

<u>Substance</u>	<u>Maximum Permissible Concentration (mg/l)</u>
Phenolic Compounds, e.g.,	
As C6H5OH	1.00
Cyanides	0.00
Cyanates	0.00
C.B.O.D. (5 day)	300.00
Iron	3.00

<u>Substance</u>	<u>Maximum Permissible Concentration</u>
Trivalent Chromium	.05
Hexavalent Chromium	.05
Nickel	.05
Copper	.50
Lead	0.50
Zinc as Zn	0.50
Mercury as Hg	0.00

- (i) Wastes containing other matter detrimental to the operation of a sewage treatment plan or sanitary sewers causing erosion, corrosion or deterioration in sewers, equipment and structures of a sanitary or sewage treatment plant.
- (j) Wastes containing more than 100 mg/l by weight of tar, fat, oil or grease.
- (k) Wastes containing more than 10 mg/l of any of the following gases, hydrogen sulfide, sulfur dioxide, nitrous oxide, or any of the halogens.
- (l) Wastes containing a toxic or poisonous substance, in a sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals or create any hazard in the sewer system operation and such toxic wastes shall include, but not be limited to wastes containing cyanide, chromium and/or copper ions.
- (m) Any waste containing toxic substance in quantities sufficient to interfere with the biochemical processes of the sewage treatment works or that will pass through the sewage treatment works and exceed the state and/or federal requirements in respect thereof.
- (n) Any waste containing radioactive isotopes.

3. Sampling and Analysis:

- (a) All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in these rules may be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater" as prepared, approved and published jointly by the American Public Health Association, the American Water Works Association, and/or the Water Pollution Control Federation or other reference sources specified by regulatory agency requirements, such as "Methods for Chemical Analysis of Water and Wastes," U.S.E.P.A. 1974 or its subsequent updated version.

- (b) All measurements, test, inspections and analyses deemed by the Company to be necessary under this Section or any other part of the Rules and Regulations of the Company, shall be done by the Company or its agents, employees or contractors. If the measurements, test, inspections and/or analyses determine that a customer has created a situation which is in violation of any statute, ordinance, rule or regulation then the customer shall be required to pay all costs incurred in order to measure, test, inspect, analyze and remedy the situation. Otherwise, the costs involved are to be born by the Company. Costs assessed against a Customer pursuant to this Section shall be in addition to any other fees charged by the Company. The costs shall be payable within 30 days of presentation of a bill for such costs by the Company to the Customer(s).
- (c) Where the Company deems it advisable, it may require any person discharging wastes to install and maintain, at his or her own expense, in a manner approved by the Company or its representative, a suitable device to continuously measure and record the pH of the wastes so discharged.
4. Disposal of Wastes From Septic Tanks and Cesspools: No person shall dispose of wastes from septic tanks, cesspools, or other such sources of sanitary sewage to the Company's wastewater system, except as designated by the Company.
5. Penalties: The Company reserves the right to deny wastewater service for violation of any provision of these regulations, subject to PUC rules and regulations.
6. Damage to System and Indemnification: In the event of any damage to the Company's wastewater system caused by a customer, such damage shall be immediately reported to the Company and said customer shall reimburse the Company for the costs of such repairs.

Section G - Line Extensions

1. Requests by Bona Fide Service Applicant: Upon request by a bona fide service applicant, the Company shall construct line extensions within its franchised territory consistent with the following directives:
- (a) Line extensions to bona fide service applicants shall be funded without customer advance where the annual revenue from the line extension will equal or exceed the Company's annual line extension costs.

- (b) If the annual revenue from the line extension will not equal or exceed the Company's annual line extension costs, a bona fide service applicant may be required to provide a customer advance to the Company's cost of construction for the line extension. The Company's investment for the line extension shall be the portion of the total construction costs which generate annual line extension costs equal to annual revenue from the line extension. The customer advance amount shall be determined by subtracting the Company's investment for the line extension from the total construction costs.
- (c) The Company's investment for the line extension shall be based on the following formula, where X equals the Company's investment attributed to each bona fide applicant:

$$X = [AR - OM] \text{ divided by } [I + D] ; \text{ and,}$$

AR = the Company's annual revenue
OM = the Company's operating and maintenance costs
I = the Company's current debt ratio multiplied by the
Company's weighted long-term debt cost rate
D = the Company's current depreciation accrual rate

2. Customer advance financing, refunds and facilities on private property:

- (a) When a customer advance is required of a service applicant and an additional customer or customers attach service lines to the line extension within ten (10) years, the Company shall refund a portion of the advance to the customer. Deposits made for additional facilities other than the line extension are contributions in aid of construction and need not be refunded.
- (b) The Company will refund to the applicant, during a period of ten (10) years from the date of the extension deposit, a per-customer amount for each additional bona fide service applicant from whom a street service connection shall be directly attached to such main extension as distinguished from extensions or branches thereof. Provided, however, that the total amount refunded shall not exceed the original deposit without interest, and provided that all or any part of the deposit not refunded within said ten (10) year period shall become the property of the Company and shall be treated as Contributions in Aid of Construction for ratemaking purposes. The per customer refund amount shall equal the Company's investment attributed to each bona fide applicant as calculated in the formula contained in Section G, Rule 1, Subsection (c) of this tariff.
- (c) The Company shall require a customer to pay, in advance, a reasonable charge for service lines and equipment installed on private property for the exclusive use of the customer.

- (d) Special utility service shall mean residential or business service which exceeds that required for ordinary residential purposes. Section G Rule 1 (a) through (c) of this tariff do not apply to special utility service. By way of illustration and not limitation, special utility service shall include: the installation of facilities such as oversized mains and booster pumps as necessary to provide adequate flows, or service to large commercial and industrial facilities. An otherwise bona fide applicant requesting service which includes a "special utility service" component is entitled to bona fide applicant status, including the corresponding Company contribution toward the costs to the line extension which do not meet the special utility service criteria.
3. Requirement for Extension Deposit Agreement: Where extension of facilities is not fully funded by the Company pursuant to Rule 2 of this Section, the execution by the applicant of an Extension Deposit Agreement for customer contribution or advance shall be a condition of extending the facilities. Upon notice that the Company is prepared and able to go forward with the work, the applicant will deposit with the Company the amount specified in the Extension Deposit Agreement.
4. Size of Main: The Company shall have the exclusive right to determine the type and size of mains to be installed and the other facilities required to render adequate service. However, where the Company decides to install a pipe larger than necessary to render extension of adequate service to the applicant, estimated or actual cost figures in the Extension Deposit Agreement shall include only the material and installation cost for a pipe the size of which is necessary to provide adequate service to the applicant. Any incremental costs of a larger pipe will be the responsibility of the Company. All estimated or actual cost figures referred to in the Extension Deposit Agreement shall include a reasonable allowance for overhead costs and taxes as appropriate.
5. Length of Extension: In determining the necessary length of an extension, the terminal point of such extension shall be at that point in the curb line, which is equidistant from the side property lines of the last lot for which service was requested. A street service connection will be provided only for customer service lines that extend at right angles from the curb line in a straight line to the premises to be served.
6. Cost True-up: At the conclusion of the main extension project there shall be a reconciliation of the actual costs incurred to the amount of extension deposit that has been paid by the customer. If the actual cost exceeds the deposit, the applicant shall be responsible for payment to the Company of the difference. If the deposit exceeds the actual cost, the Company shall refund the difference.

Section H - Service Continuity

1. **Regularity of Service:** The Company may, at any time, shut off service in case of accident or for the purpose of making connections, alterations, repairs or changes, or for other reasons. The Company will, pursuant to Commission regulations at 52 Pa. Code § 67.1 and as circumstances permit, notify customers to be affected by service interruptions.
2. **Liability for Damages:**
 - (a) **Limitation of Damages for Service Interruptions—**The Company's liability to a customer for any loss or damage from any excess or deficiency in the wastewater collection service due to any cause other than willful misconduct or negligence by the Company, its employees or agents shall be limited to an amount no more than the customer charge or minimum bill for the period in question. The Company will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in service, but cannot and does not guarantee that such will not occur.
 - (b) **Responsibility for Customer Facilities—**The Company shall not be liable for any loss or damage caused by reason of any break, leak or other defect in a customer's own service pipe, line, fixtures or other installations, except where the damage is a result of the negligence or willful misconduct of the Company, its employees or agents.

Section I - Waivers

The Company may, at its sole discretion, waive any of the Rules contained herein that operate for the benefit of the Company; provided, that no such waiver will be valid unless in writing and signed by an authorized representative of the Company, and provided that no waiver will be allowed where the waiver would constitute a violation of the Public Utility Code, the regulations of the Commission or of any other applicable statute, law or regulation.

Section J - Amendment of Commission Regulations

Whenever Commission regulations in Title 52 of the Pennsylvania Code are duly amended in such a way as would produce a difference between Commission regulations and this tariff, this tariff is deemed to be amended so as to be consistent with the amendments to the regulations, except that if application of the amendment to Title 52 is discretionary, this tariff will remain unchanged.

Section K. Industrial and Commercial Service Limitations.

1. Pretreatment: All industrial and commercial waste proposed for discharge into the sewer system shall be studied to determine the degree of pretreatment, if any, necessary in order that the waste will not adversely affect the system or the sewage treatment facilities. The Company will have the authority to properly control any waste discharge into its sewage system by regulating the rate of any waste discharge into its sewer system by requiring necessary pretreatment, and excluding certain waste, if necessary, to protect the integrity of the Company's system.

2. Customer Limitations: Customers specifically agree that service applies exclusively for domestic/household sewage. If any Customer discharges industrial or commercial waste that:
 - the existing wastewater treatment plant is unable to satisfactorily treat; or,
 - is not in compliance with discharge permit standards, disrupts the normal functioning of the existing wastewater treatment plant; or,
 - is more costly to treat than typical domestic wastewater; or,
 - requires the utilization of more wastewater treatment plant capacity per gallon of effluent than that required by average typical domestic waste water,

then the customer shall provide, at the customer's own expense, such primary treatment as may be necessary before such waste is discharged into the Company mains. No commercial or industrial waste, whether pretreated or not, may be discharged without prior written authorization from the Company.

3. Company Limitations: The Company will not be liable nor bound to increase wastewater treatment plant operations to accommodate industrial or commercial waste nor is there any duty on the part of the Company to make any financial contribution for pretreatment.

4. Specific dangers: In general, any waste will be considered harmful to the Company wastewater system if it may cause any of the following damaging effects:
- (a) chemical reaction either directly or indirectly with the materials of construction of the system in such a manner as to impair the strength or durability of the sewer structures;
 - (b) mechanical action that will destroy the sewer structures;
 - (c) restriction of the hydraulic capacity of the sewer structures;
 - (d) restriction of the normal inspection or maintenance of the sewer structures;
 - (e) danger to public health and safety; or (f) obnoxious condition contrary to public interest.

Section L. Privilege to Investigate/Right of Access

The Company's authorized representatives shall have the right of access at all reasonable times to all parts of any premises connected with the system, for the purpose of examining and inspecting connections and fixtures, including the water and/or wastewater metering arrangement, or for disconnecting service for any proper cause.

ORIGINAL

December 20, 2006

VIA HAND DELIVERY

**DOCUMENT
FOLDER**

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

Re: Application of Eagleview Environmental Enterprises, Inc. d/b/a Eagleview Environmental for a Certificate of Public Convenience Authorizing It To Commence Wastewater Service in Portions of Upper Uwchlan and Uwchlan Township, Chester County, Pennsylvania; Docket No. A-230109; **ORIGINAL VERIFICATION TO APPLICATION OF EAGLEVIEW ENVIRONMENTAL ENTERPRISES, INC.**

Dear Mr. McNulty:

Enclosed please find an original and three (3) copies of the Verification of Robert S. Hankin, President of Eagleview Environmental Enterprises, Inc. to its Application originally filed on December 11, 2006.

Please date-stamp this letter and return with our courier service. Please feel free to call with any questions regarding this filing. Thank you in advance for your cooperation.

Sincerely,



Louise A. Knight

LAK:clj
Enclosure

c: Robert S. Hankin (w/enc.)

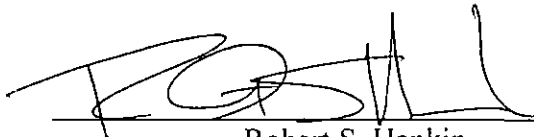
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PA PUC
SECRETARY'S BUREAU

8/5

VERIFICATION

I, Robert S. Hankin, President of Eagleview Environmental Enterprises, Inc., hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Date: 12/11/06



Robert S. Hankin

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P. O. BOX 3265, HARRISBURG PA 17105-3265

IN REPLY PLEASE
REFER TO OUR FILE
Secretary
717-772-7777

December 21, 2006

A-230109

LOUISE A KNIGHT ESQUIRE
DAVID P ZAMBITO ESQUIRE
SAUL EWING LLP
2 NORTH SECOND STREET 7TH FLOOR
HARRISBURG PA 17101

DOCUMENT
FOLDER

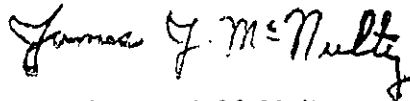
Dear Ms. Knight:

Receipt is acknowledged of the Application of Eagleview Environmental Enterprises, Inc, t/a Eagleview Environmental for a Certificate of Public Convenience to provide wastewater service in portions of Upper Uwchlan and Uwchlan Township, Chester County, PA, which has been captioned and docketed to the above number.

You are directed upon receipt of this letter to publish the enclosed notice once a week for two consecutive weeks in a newspaper having a general circulation in the area involved and file proof of publication with the Commission on or before January 22, 2007.

This matter will receive the attention of the Commission and you will be advised of any further necessary procedure.

Sincerely,



James J. McNulty
Secretary

JJM:ddt

Enclosure

DOCKETED
DEC 20 2006

DATE: December 21, 2006

SUBJECT: A-230109

TO: Bureau of Fixed Utility Services

FROM: James J. McNulty, Secretary *ddt*

DOCUMENT
FOLDER

**APPLICATION OF EAGLEVIEW ENVIRONMENTAL ENTERPRISES
INC T/A EAGLEVIEW ENVIRONMENTAL**

We attach hereto a copy of the Application of Eagleview Environmental Enterprises, Inc, t/a Eagleview Environmental, for a Certificate of Public Convenience to provide wastewater service in portions of Upper Uwchlan and Uwchlan Township, Chester County, PA, which has been captioned and docketed to the above number.

Applicant has served copies of the application upon each city, borough, town, township, county and related planning office which is included, in whole or in part, in the proposed service area; a water or wastewater utility, municipal corporation or authority which provides water or wastewater collection, treatment and disposal service to the public and whose service area abuts the service area proposed in the application; and on the Office of Consumer Advocate, the Office of Small Business Advocate, and the Department of Environmental Protection's appropriate regional office, and has filed proof of such service with this Commission.

Applicant has been instructed to publish in a newspaper.

If no protests are received by January 22, 2007, will your Bureau please prepare a report for the attention of the Commission or instruct the Secretary's Bureau to re-assign this matter to the Office of Administrative Law Judge for hearing.

Attachment

cc: Law Bureau

ddt

DOCKETED

DEC 20 2006

PENNSYLVANIA PUBLIC UTILITY COMMISSION

NOTICE TO BE PUBLISHED

Application of Eagleview Environmental Enterprises, Inc, t/a Eagleview Environmental for a Certificate of Public Convenience authorizing it to Commence Wastewater Service in Portions of Upper Uwchlan and Uwchlan Township, Chester County, Pennsylvania. Docket Number: A-230109.

Formal protests and petitions to intervene must be filed in accordance with Title 52 of the Pennsylvania Code. All filings must be made with the Secretary of the Pennsylvania Public Utility Commission, P. O. Box 3265, Harrisburg, PA 17105-3265, with a copy served on the Applicant, on or before January 22, 2007. The documents filed in support of the Application are available for inspection and copying at the Office of the Secretary between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, and at the Applicant's business address.

Applicant:

Eagleview Environmental Enterprises, Inc
t/a Eagleview Environmental

Through and By Counsel:

Louise A. Knight, Esquire
David P. Zambito, Esquire
Saul Ewing, LLP
2 North Second Street, 7th Floor
Harrisburg, PA 17101

DOCUMENT
FOLDER

RECEIVED
LEGISLATIVE REFERENCE
BUREAU
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PA. CODE & BULLETIN

DOCKETED

DEC 20 2006

BY THE COMMISSION

James J. McNulty

James J. McNulty
Secretary

PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIPT

The addressee named here has paid the PA P.U.C. for the following bill:

DATE: 12/22/2006
RECEIPT NO: 205284

LOUISE A. KNIGHT
SAUL EWING LLP
PENN NATIONAL INSURANCE TOWER, 2 N 2ND ST, 7TH FL
HARRISBURG PA 17101

IN RE: Application fees for EAGLEVIEW ENVIRONMENTAL ENTERPRISES, INC.

Docket Number A-230109..... \$350.00

REVENUE ACCOUNT: 001780-017601-102

CHECK NUMBER: 150945
CHECK AMOUNT: \$350.00

Michael Sobolesky
(for Department of Revenue)

DOCUMENT
FOLDER

DOCKETED
DEC 26 2006