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**Susan Simms Marsh**  
Corporate Counsel

June 5, 2015

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

**In re: Application of Pennsylvania-American Water Company for Approval of (1) the transfer, by sale, of substantially all of the Township of Fairview's assets, properties and rights related to its wastewater system to Pennsylvania-American Water Company, and (2) the rights of Pennsylvania-American Water Company to begin to offer or furnish wastewater service to the public in Township of Fairview, York County, Pennsylvania.**

Dear Ms. Chiavetta:

On behalf of Pennsylvania-American Water Company, I am e-filing an original copy of the above-referenced Application, together with payment in the amount of \$350 for the Commission's filing fee.

Sincerely,



Susan Simms Marsh

Enclosures

cc: Office of Consumer Advocate  
Office of Small Business Advocate  
Department of Environmental Protection

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

**In re: Application of Pennsylvania-American Water Company for Approval of (1) the transfer, by sale, of substantially all of the Township of Fairview's, assets, properties and rights related to its wastewater system to Pennsylvania-American Water Company, and (2) the rights of Pennsylvania-American Water Company to begin to offer or furnish wastewater service to the public in Township of Fairview, York County, Pennsylvania.**

**Application No.** \_\_\_\_\_

**TO PENNSYLVANIA PUBLIC UTILITY COMMISSION:**

1. Pennsylvania-American Water Company ("Pennsylvania-American" or "PAWC") hereby requests that the Pennsylvania Public Utility Commission ("PUC" or the "Commission") issue Certificates of Public Convenience evidencing its approval under Sections 1102(a) and 507 of the Public Utility Code (66 Pa.C.S. §1102(a), 507) of: (1) Pennsylvania-American's acquisition of substantially all of the assets, properties and rights of the Township of Fairview ("Fairview") related to, or used in connection with, its wastewater system; (2) Pennsylvania-American's right to offer, render, furnish and supply wastewater service in the areas served by Fairview, pursuant to Fairview's Act 537 Plan as filed and approved on July 27, 2011 by the Pennsylvania Department of Environmental Protection ("DEP").

2. The name and address of the Applicant is:

Pennsylvania-American Water Company  
800 West Hershey Park Drive  
Hershey, PA 17033

3. The names and address of the Applicant's attorney are:

Susan Simms Marsh, Esquire  
Pennsylvania-American Water Company  
800 West Hershey Park Drive  
Hershey, PA 17033  
(717) 533-5000

4. Fairview Township, York County, Pennsylvania is a township of the second class and is the owner and operator of a public sanitary wastewater treatment, collection and disposal system providing wastewater services to the public in a service territory encompassing portions of the Township of Fairview, York County, Pennsylvania. Pennsylvania-American currently provides water service to Fairview Township. Letters Patent were issued on December 31, 1903 to Fairview Township Water Company for the purpose of supplying and furnishing water to the public and such individuals, partnerships or corporations residing or being in the Township of Fairview, York County. On February 17, 1904, Letters Patent were issued merging Fairview Water Company into Riverton Consolidated Water Company (now known as Pennsylvania-American Water Company). In addition, the Commission approved, under Docket No. A-212285 (1987), Pennsylvania-American Water Company's acquisition of Red Land Water Company which served a portion of Fairview Township.

5. Pennsylvania-American is a regulated public utility corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and is engaged in the business of collecting, treating, storing, supplying, distributing and selling water to the public, and collecting, treating, transporting and disposing of wastewater and sewage for the public. Water and wastewater service is furnished by Pennsylvania-American to the public in a service territory encompassing more than 400 communities across the Commonwealth with a combined population of over 2,200,000. A description of Pennsylvania-American's certificated water and wastewater service territory is found in Exhibit A, along with a detailed corporate history, outlining all of the mergers, acquisitions and consolidations which have created Pennsylvania-American as it exists today.

6. As of April 30, 2015, Fairview furnishes wastewater service to 3,912 customers, as follows:

Residential	3,724
Commercial	188

7. As of April 30, 2015, Pennsylvania-American furnished wastewater service to 17,198 customers, as follows:

Residential	16,254
Commercial	882
Industrial	7
Municipal	51
Bulk	4

**A. TRANSFER, BY SALE, OF SUBSTANTIALLY ALL OF THE TOWNSHIP OF FAIRVIEW'S ASSETS, PROPERTIES AND RIGHTS RELATED TO ITS WASTEWATER SYSTEM TO PENNSYLVANIA-AMERICAN WATER COMPANY**

All of the preceding and succeeding paragraphs are incorporated by reference into this subpart A.

Summary of the Transaction

8. On June 1, 2015 Fairview entered into an agreement with Pennsylvania-American to sell the wastewater assets of Fairview.

Background Financial Information

9. There is attached hereto the unaudited balance sheet of Fairview as of December 31, 2014 (Exhibit B), which is the latest available, and Pennsylvania-American's balance sheet as of December 31, 2014 (Exhibit C). Pennsylvania-American will undertake an original cost study to determine the original cost and accumulated depreciation of Fairview's wastewater utility plant in service.

10. There is attached hereto the unaudited income statement of Fairview for the 12 months ended December 31, 2014 (Exhibit D) and Pennsylvania-American's income statement for the 12 months ended December 31, 2014 (Exhibit E).

11. All the annual reports, tariffs, certificates of public convenience, applications, securities certificates and similar documents filed with your Honorable Commission by Pennsylvania-American and its predecessors are made a part hereof by reference.

#### Terms And Impact of the Transaction

12. This Application seeks approval of the transfer to Pennsylvania-American of substantially all of the wastewater property and rights of Fairview. The terms and conditions of the transaction are contained in the executed Agreement between Pennsylvania-American and Fairview (Exhibit F). The specific property to be transferred is defined and described in Paragraph 1.1 of the Agreement.

13. The consideration for the transfer of the wastewater system is as outlined in Paragraph 2.1 of the Agreement. The transaction is at arm's length.

14. No investment securities will be transferred in the proposed transaction.

15. There is attached hereto an unaudited pro forma balance sheet of Pennsylvania-American as of December 31, 2014, giving effect to the transfer (Exhibit G). However, as noted in Paragraph 9 above, Pennsylvania-American will update the original cost study through Closing for the purpose of establishing the depreciated original cost of the utility plant of Fairview. Once the original cost study is updated and the property's depreciated original cost and book value are finalized, Pennsylvania-American will amend the pro forma balance sheet giving effect to the transfer, accordingly.

16. There is attached hereto an unaudited pro forma consolidated income statement of Pennsylvania-American and Fairview for the 12 months ended December 31, 2014 (Exhibit H).

17. Tentative journal entries to record the transfer in Pennsylvania-American's accounts are set forth below, based upon the books of Fairview and the purchase price. However, as stated above, Pennsylvania-American will undertake an original cost study and will establish the depreciated original costs for Fairview's utility plant based on the results of the study.

Utility Plant	\$27,499,024
Accumulated Depreciation	(12,213,025)
Utility Plant Acquisition Adjustment	1,514,001

Short Term Debt 16,800,000

18. There is attached a certified copy of the resolutions adopted by the Board of Directors of Pennsylvania-American authorizing the execution of the Agreement and the consummation of the proposed transfer (Exhibit I). A copy of the resolutions adopted by the officers of Fairview authorizing the execution of the Agreement is attached as Exhibit J.

Effect on Service and Rates

19. The proposed transfer will have no detrimental effect on the service provided to Pennsylvania-American's existing customers or the customers transferred by Fairview. Pennsylvania-American believes that the proposed transfer will have a beneficial effect on the customers of Fairview in that they will receive the benefit of Pennsylvania-American's experience in managing and operating water and wastewater systems which will result in efficiencies and improvements in the service to the customers to be transferred. Pennsylvania-American's existing customers will benefit because the acquisition will expand the customer base, over which existing

costs are recovered and thereby, stabilize or reduce per-customer costs. The proposed transfer is in the public interest and satisfies the applicable standard of Section 1103 of the Public Utility Code (66 Pa.C.S. §1103) for, among other, the following reasons:

a. Pennsylvania-American has the managerial, technical and financial capabilities to safely and adequately operate the Fairview wastewater system in compliance with the Public Utility Code, the Clean Streams Law and other requisite regulatory requirements, and to make improvements as needed, on a short and long term basis.

b. The acquisition will further the Commission's goal of regionalization. Fairview's wastewater system will become a part of a larger organization that is viable and is committed to providing improved service in the future. Any necessary system improvements can be completed within a reasonable period of time, without adversely affecting service to Pennsylvania-American existing customers.

c. The transferred customers will be served by a large, financially sound company, that has the capability to finance necessary capital additions. Given its size, access to the capital and its recognized strengths in system planning, capital budgeting and construction management, Pennsylvania-American is well-positioned to ensure that high quality wastewater service meeting federal and state requirements is provided to Fairview's customers and maintained for Pennsylvania-American's existing customers.

d. The transferred customers will benefit from enhanced customer service in a number of areas, such as additional bill payment options, extended customer service and call center hours, customer information and education programs.

e. The acquisition of Fairview and Pennsylvania-American's existing operations creates opportunities for functional and operational consolidation, and associated efficiencies and cost savings.

f. Fairview is a standalone wastewater system within Pennsylvania-American's existing water system footprint and will be operated and managed from Pennsylvania-American's Mechanicsburg operations.

20. The proposed transfer will have no immediate effect on the rates for service to be charged to Pennsylvania-American's existing customers. With regard to the customers to be transferred by Fairview to Pennsylvania-American, Pennsylvania-American will adopt Fairview's rates existing at the time of Closing and adopt PAWC's schedule of miscellaneous fees including the capacity reservation fee pursuant to its statewide wastewater tariff whereby new customers will be subject to a capacity reservation fee as defined in the tariff. PAWC intends to bill on a monthly basis in lieu of quarterly billing and will propose in its next base rate filing to move the flat rate customers to a volumetric-based tariff rate. Fairview's current quarterly rates and PAWC's proposed monthly rates are shown on Exhibit K.

21. Pennsylvania-American will initially finance the transfer by short term bank debt which, at the appropriate time will be replaced through the issuance of long-term debt.

22. The reason for the proposed transfer is the purchase by Pennsylvania-American of Fairview's wastewater system.

23. Pennsylvania-American and Fairview are not affiliated with each other.

24. Fairview is not subject to any special or general assessments outstanding against it pursuant to Section 510 of the Public Utility Code.

**B. THE RIGHTS OF PENNSYLVANIA-AMERICAN TO OFFER OR FURNISH WASTEWATER SERVICE TO THE PUBLIC IN THE TOWNSHIP OF FARIVIEW, YORK COUNTY, PENNSYLVANIA.**

All of the preceding and succeeding paragraphs are incorporated by reference into this sub-part B.

25. Pennsylvania-American is currently furnishing water services in the service territory outlined in Paragraph 5. Fairview currently provides wastewater services to approximately 3,900 customers in the area.

26. The areas served by Fairview consist of approximately 7,517 acres as shown on the map in Exhibit L and are further described in Exhibit M.

27. No additional permanent capital will be required by Pennsylvania-American for the purpose of financing the matters and things involved in this Application except as stated in paragraph 21.

28. No corporation, partnership or individual other than Fairview is now furnishing or has corporate or franchise rights to furnish service similar to that to be rendered by Pennsylvania-American in the territory covered by this Application, and no competitive condition will be created. As part of this Application, Pennsylvania-American has requested approval to acquire, by purchase, substantially all the wastewater property and rights of Fairview. Fairview will permanently discontinue all wastewater service to the public.

29. The facilities to be employed are described in Paragraph 1.1 of the Agreement. Specifically excluded assets are described in Paragraph 1.2 of the Agreement.

30. Immediately upon Closing, Pennsylvania-American will adopt Fairview's existing rates in the Application territory, and apply the rules and regulations regarding conditions of service, as set forth in Pennsylvania-American's duly filed and in effect tariff on the date of closing and as amended from time to time.

31. The estimated annual revenues and expenses of Pennsylvania-American in the application territory are set forth in Exhibit N.

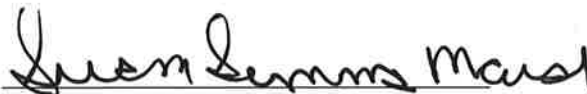
**D. CONCLUSION**

32. Approval of this Application is necessary and proper in order for the public now served by Fairview to benefit by receiving wastewater service from a public wastewater supply company with the resources and personnel to provide safe and reliable treatment of wastewater at reasonable prices.

WHEREFORE, Applicant prays your Honorable Commission to issue the necessary Certificates of Public Convenience under the Public Utility Code, as amended, 66 Pa. C.S. §1102(a), 507, authorizing:

- (a) the transfer, by sale, of substantially all the assets, properties and rights of Fairview related to or used in connection with its wastewater system to Pennsylvania-American in accordance with the Agreement, and;
- (b) the commencement by Pennsylvania-American of wastewater service to the public in The Township of Fairview, York County, Pennsylvania, and;

Respectfully submitted,



Susan Simms Marsh, Esquire

Attorney No. 44689

Counsel for

Pennsylvania-American Water Company

800 West Hershey Park Drive

Hershey, PA 17033

Dated: June 5, 2015



## PENNSYLVANIA-AMERICAN WATER COMPANY

Pennsylvania-American Water Company, an investor-owned water company, with corporate offices at 800 West Hershey Park Drive, Hershey, is a subsidiary of American Water Works Company, Inc. On February 1, 1989, the then-existing Pennsylvania-American Water Company (the result of the January 1, 1987 merger of Riverton Consolidated Water Company with and into Keystone Water Company) was merged with and into Western Pennsylvania Water Company, and the name of the surviving corporation was changed to Pennsylvania-American Water Company. A brief summary of each of the three predecessor companies follows.

Riverton Consolidated Water Company was formed by the merger and consolidation of six operating water companies in 1904. It subsequently acquired seven additional systems, and at the time of its merger with Keystone, supplied water to 12 municipalities on the Harrisburg west shore, Cumberland County, and Fairview Township in York County.

Keystone Water Company resulted from the 1973 merger of 14 companies with and into White Deer Mountain Water Company. The Company later acquired four systems. It provided water service in 14 eastern Pennsylvania counties through the following distribution systems: Abington, Bangor, Berwick, Frackville, Hallstead, Hershey/Palmyra, Montrose, Moshannon Valley, Norristown, Northumberland, Susquehanna, Thompson, White Deer (Milton), and Yardley.

Western Pennsylvania Water Company was the product of the merger of 16 water companies with and into South Pittsburgh Water Company at various times from 1970 to 1973. WPW added seven water distribution systems, extending its service territory into portions of 12 western Pennsylvania counties. The company operated through the following district offices: Butler, Clarion, Connellsville, Ellwood, Indiana, Kane, Kittanning, McDonald, Mon Valley, New Castle, Pittsburgh, Punxsutawney, Uniontown, Warren, and Washington.

After the merger of Riverton and Keystone in 1987, the former Pennsylvania-American Water Company purchased five systems: Red Land Water Company in York County, Campbelltown Water Company in Lebanon County, and three systems in the Moshannon Valley area, Clearfield County - Woodland-Bigler Area Authority, Allport Water Authority, and Graham Water Association.

Since the merger of the former Pennsylvania-American Water Company (Riverton and Keystone) into Western Pennsylvania Water Company on February 1, 1989, the Company has acquired the following water and wastewater systems: Smith Township Municipal Authority system (Washington County, February 27, 1989); Abington Township system (Lackawanna County, August 5, 1989); Summit Township Municipal Authority system (Butler County, August 31, 1993); Skyline Water Company (Dauphin County, December 2, 1993); Gregg Township Municipal Authority system (Union County, April 25, 1994); P-F Area Water Association system (Washington County, October 1, 1994); Country Place Water Company, Inc. and Country Place Waste Treatment Company, Inc. (Monroe County, June 30, 1995); Hickory Water Company, Pocono Farms East Water Company, Inc., and Silver Water Company (Monroe and Pike Counties, December 21, 1995); the water utility assets of Pennsylvania Gas and Water Company (Lackawanna, Luzerne, Susquehanna and Wayne Counties, February 16, 1996); the Municipal Authority of the Township of Morris system (Clearfield County, April 24, 1996); Westford Water Company (Dauphin County, August 2, 1996); Lackawanna County Water System at Montage (Lackawanna County, April 11, 1997); Clarion Township General Authority (Clarion County, January 28, 1998); Fairview Water Company, National Utilities, Inc.-Pocono Division, and Pocono Mountains Industrial Park Authority (Monroe County, May 7, 1998); Coolbaugh Township-Fire System (Monroe County, July 28, 1998); Greene Valley Water Company (Lackawanna County, August 28, 1998); Franklin Manor Utilities, Ltd. (Washington County, September 22, 1998); Taylor Township (Lawrence County, December 21, 1998); Evansburg Water Company (Montgomery County, December 30, 1998); Applewold Borough (Armstrong County, March 26, 1999); Cedar Grove Water

Association (Washington County, July 8, 1999); Independence Township Municipal Authority (Washington County, July 8, 1999); Koppel Borough (Beaver County, November 5, 1999); Center Township (Butler County, December 30, 1999); Strattanville Borough (Clarion County, April 6, 2000); Franklin Township Municipal Authority (Beaver County, August 30, 2000); Elk Forest Estates (Wayne County, November 18, 2000); T.O.W. Associates (Butler County, February 13, 2001); City of Coatesville Authority (Chester and Lancaster Counties, March 22, 2001); Fox Knoll Water Company (Chester County, April 26, 2001); Butler Township Area Water and Sewer Authority (Butler County, April 27, 2001); Citizens Utilities Water Company of Pennsylvania (Adams, Berks, Chester, Monroe, Montgomery and Northampton Counties, January 15, 2002); LP Water & Sewer Company (Monroe and Pike Counties, April 3, 2002); Mid-Monroe Water Company (Monroe County, August 23, 2002); West Decatur Authority (Clearfield County, March 31, 2003); Rustic Acres Water Association (Pike County, September 30, 2003); Sandy Ridge Water Authority (Center County, October 14, 2003); Connoquenessing Borough Authority (Butler County, October 23, 2003); Skytop Water Company (Luzerne County, December 3, 2003); Sligo Borough Authority (Clarion County, August 31, 2004); Snowshoe at Mt. Pocono Condominiums, Inc. (Monroe County, February 24, 2005); Shipperville Municipal Authority (Clarion County, March 31, 2005); Blue Mountain Lake Associates, L.P. (Monroe County, October 31, 2005); East Fallowfield Township (Chester County, December 22, 2005); Stillwater Lakes Water Corporation (Monroe County, January 17, 2006); Winona Lakes Utilities, Inc. (Monroe and Pike Counties, January 26, 2006); Saville Rustin Water Company, Inc./Pine Ridge Community Association, Inc. (Pike County, March 29, 2006); Lexington Woods Corporation (Monroe County, July 24, 2006); Community Association of Pocono Farms, Incorporated (Monroe County, July 31, 2006); Redstone Water Company (Fayette and Washington Counties, March 20, 2007); Mountain Top Estates Property Owners Association (Monroe County, May 30, 2008); Claysville-Donnegal Joint Municipal Authority (Washington County, July 31, 2008); Three Lane Utilities, Inc. (Pike County, September 10, 2008); Clarion Area Authority (Clarion County, October 30, 2008); Boggs Township (Centre County, September 10, 2009); Amwell Township Water Authority (Washington County, September 23, 2009); Wallaceton Municipal Authority (Clearfield County, October 1, 2009); Saxonburg Area Authority (Butler County, October 28, 2009); Nittany Water Company (Centre and Clinton Counties, February 3, 2010); Sutton Hills Homeowners Association (Luzerne County, May 5, 2010); Birch Acres Water Works, Inc. (Monroe County, December 7, 2010); Helen Norella and Louis & Isabelle Norella (Lackawanna County, October 5, 2011); Wildcat Park Corporation (Schuylkill County, November 17, 2011); Estate of George Spangenberg d/b/a Lake Spangenberg Water Company (Lackawanna County, May 3, 2012); North Fayette County Municipal Authority-Balsinger Public Water System and Springfield Pike Public Water System (Fayette County, October 4, 2012); All Seasons Water Company (Pike County, December 20, 2012); Ha Ra Corporation-Fernwood Community Water System (Monroe County, December 31, 2012); Olwen Heights Water Service Company, Inc. (Lackawanna County, February 4, 2013); Indian Rocks Water Association (Wayne County, March 13, 2013); Koppel Borough (Beaver County, May 31, 2013); Pocono Mountain Lake Forest Community Association (Pike County, July 22, 2013); Clean Treatment Sewage Company (Pike County, August 21, 2013); Franklin Township Municipal Authority (Adams County, August 29, 2013); Berry Hollow Water Company (Northampton County, April 3, 2014); Scott Township (Lackawanna County, May 22, 2014); Paint-Elk Joint Sewer Authority (Clarion County, July 31, 2014) and Hamiltonban Township Municipal Authority (Adams County, November 3, 2014). On July 2, 1990, Brownsville Water Company (Fayette County) and California Water Company (Washington County) were acquired and merged into the Company. On June 16, 1992, the former Forge Road Acres water system (Cumberland County) was sold to South Middleton Township. On March 24, 2003, Salisbury Water Supply Company (State of Massachusetts) was acquired and merged into the Company.

As a result of the various mergers and acquisitions, the Company furnishes water service to about 649,327 customers in the following municipalities:

All, or portions of, the Townships of Mount Joy, Mount Pleasant and Straban in Adams County;

All, or portions of, the Cities of Clairton and Pittsburgh (16th, 18th, 19th, 20th, 23rd, 29th, 30th, 31st and 32nd Wards), the Boroughs of Baldwin, Bethel Park, Brentwood, Bridgeville, Carnegie, Castle Shannon, Crafton, Dormont, Dravosburg, Elizabeth, Glassport, Greentree, Heidelberg, Homestead, Ingram, Jefferson, Liberty, Lincoln, Mt. Oliver, Munhall, Pleasant Hills, Rosslyn Farms, Thornburg, West

## **Exhibit A**

Elizabeth, West Homestead, West Mifflin, Whitaker and Whitehall and the Townships of Baldwin, Collier, Elizabeth, Forward, Mt. Lebanon, North Fayette, Robinson, Scott, South Fayette, South Park and Upper St. Clair in Allegheny County;

All, or portions of, the Boroughs of Applewold and Kittanning and the Townships of Manor and Rayburn in Armstrong County;

All, or portions of, the Boroughs of Big Beaver, Ellwood City, Frankfort Springs and Koppel and the Townships of Franklin, Hanover and North Sewickly in Beaver County;

All, or portions of, the Boroughs of Sinking Spring, St. Lawrence, West Lawn<sup>3</sup> and Wyomissing<sup>2</sup> and the Townships of Amity, Cumru, Earl, Exeter, Lower Heidelberg, Ruscombmanor, South Heidelberg and Spring in Berks County;

All, or portions of, the Borough of Yardley and the Townships of Falls and Lower Makefield in Bucks County;

All, or portions of, the City of Butler, the Boroughs of Connoquenessing, East Butler and Saxonburg and the Townships of Butler, Center, Clinton, Connoquenessing, Donegal, Forward, Franklin, Jackson, Jefferson, Lancaster, Oakland, Penn and Summit in Butler County;

All, or portions of, the Boroughs of Philipsburg and South Philipsburg and the Townships of Boggs, Rush and Walker in Centre County;

All, or portions of, the City of Coatesville, the Boroughs of Atglen, Parkesburg, South Coatesville and Spring City and the Townships of Caln, East Coventry, East Fallowfield, East Pikeland, East Vincent, Highland, Sadsbury, Schuylkill, Valley, West Caln, West Sadsbury and West Vincent in Chester County;

All, or portions of, the Boroughs of Clarion, Shippenville, Sligo and Strattanville and the Townships of Clarion, Elk, Farmington, Highland, Knox, Limestone, Monroe, Paint and Piney in Clarion County;

All, or portions of, the Boroughs of Chester Hill, Osceola Mills and Wallacetown and the Townships of Boggs, Bradford, Decatur, Graham and Morris in Clearfield County;

All, or portions of, the Township of Porter in Clinton County;

All, or portions of, the Boroughs of Berwick and Briar Creek and the Township of Briar Creek in Columbia County;

All, or portions of, the Boroughs of Camp Hill, Lemoyne, New Cumberland, Shiremanstown, West Fairview<sup>1</sup> and Wormleysburg and the Townships of East Pennsboro, Hampden, Lower Allen, Silver Spring and Upper Allen in Cumberland County;

All, or portions of, the Townships of Conewago, Derry, Londonderry, South Hanover and West Hanover in Dauphin County;

All, or portions of, the Cities of Connellsville and Uniontown, the Boroughs of Brownsville and South Connellsville and the Townships of Brownsville, Bullskin, Connellsville, Dunbar, German, Jefferson, Luzerne, Menallen, North Union, Redstone and South Union in Fayette County;

All, or portions of, the Borough of Indiana and the Township of White in Indiana County;

All, or portions of, the Boroughs of Big Run and Punxsutawney and the Townships of Bell, Gaskill, Henderson, McCalmont and Young in Jefferson County;

All, or portions of, the Cities of Carbondale and Scranton, the Boroughs of Archbald, Blakely, Clarks Green, Clarks Summit, Dalton, Dickson City, Dunmore, Jermyn, Jessup, Mayfield, Moosic, Old Forge, Olyphant, Taylor, Throop and Vandling and the Townships of Abington, Carbondale, Fell, Glenburn, Jefferson, North Abington, Roaring Brook, Scott and South Abington in Lackawanna County;

All, or portions of, the Borough of Quarryville and the Townships of Bart, Colerain, Eden and Sadsbury in Lancaster County;

All, or portions of, the City of New Castle; the Boroughs of Ellport, Ellwood City, New Beaver and South New Castle and the Townships of Hickory, Mahoning, Neshannock, North Beaver, Perry, Shenango, Taylor, Union and Wayne in Lawrence County;

All, or portions of, the Borough of Palmyra and the Townships of Annville, North Annville, North Londonderry, South Annville and South Londonderry in Lebanon County;

All, or portions of, the Cities of Nanticoke, Pittston and Wilkes-Barre, the Boroughs of Ashley, Avoca, Courtdale, Dallas, Dupont, Duryea, Edwardsville, Exeter, Forty Fort, Hughestown, Kingston, Laflin, Larksville, Laurel Run, Luzerne, Nescopeck, Plymouth, Pringle, Shickshinny, Sugar Notch, Swoyersville, Warrior Run, West Pittston, West Wyoming, Wyoming and Yatesville and the Townships of Conyngham, Fairview, Hanover, Hunlock, Jackson, Jenkins, Kingston, Newport, Pittston, Plains, Plymouth, Rice, Salem, Union, Wilkes-Barre and Wright in Luzerne County;

All, or portions of, the Borough of Kane and the Township of Wetmore in McKean County;

All, or portions of, the Borough of Mount Pocono and the Townships of Coolbaugh, Hamilton, Middle Smithfield, Ross, Smithfield and Stroud in Monroe County;

All, or portions of, the Boroughs of Bridgeport, Norristown and Royersford and the Townships of East Norriton, Limerick, Lower Pottsgrove, Lower Providence, Perkiomen, Plymouth, Skippack, Upper Merion, Upper Providence, West Norriton, Whitemarsh, Whitpain and Worcester in Montgomery County;

All, or portions of, the Boroughs of Bangor, Belfast, Nazareth, Pen Argyl, Roseto, Stockertown, Tatamy and Wind Gap and the Townships of Bushkill, Forks, Lower Mount Bethel, Lower Nazareth, Palmer, Plainfield, Upper Mt. Bethel, Upper Nazareth and Washington in Northampton County;

All, or portions of, the Boroughs of Milton, Northumberland and Watsontown and the Townships of Delaware, East Chillisquaque, Point, Turbot, Upper Augusta and West Chillisquaque in Northumberland County;

Portions of the Townships of Delaware, Lehman and Westfall in Pike County;

All, or portions of, the Borough of Frackville and the Townships of Butler, Mahanoy, New Castle, Walker and West Mahanoy in Schuylkill County;

All, or portions of, the Boroughs of Forest City, Great Bend, Hallstead, Lanesboro, Montrose, Susquehanna and Thompson and the Townships of Bridgewater, Great Bend, Harmony and Oakland in Susquehanna County;

All, or portions of, the Borough of Lewisburg and the Townships of Buffalo, East Buffalo, Gregg, Kelly

**Exhibit A**

and White Deer in Union County;

All, or portions of, the City of Warren and the Townships of Conewango, Glade, Meade, and Pleasant in Warren County;

All, or portions of, the Cities of Monongahela and Washington and the Boroughs of Burgettstown, California, Canonsburg, Claysville, Coal Center, East Washington, Finleyville, Houston, McDonald, Midway, New Eagle, West Brownsville and West Middletown and the Townships of Amwell, Buffalo, Canton, Carroll, Cecil, Chartiers, Cross Creek, Donegal, East Finley, Fallowfield, Hanover, Hopewell, Independence, Jefferson, Morris, Mount Pleasant, North Franklin, North Strabane, Nottingham, Peters, Robinson, Smith, Somerset, South Franklin, South Strabane, Union and West Pike Run in Washington County;

Portions of the Townships of Clinton and Salem in Wayne County; and

All, or portions of, the Townships of Fairview and Newberry in York County.

As a result of acquisitions, the Company furnishes wastewater service to about 17,088 customers in the following municipalities:

All, or portions of, the Townships of Franklin, Hamiltonban and Highland, Adams County;

All of the Borough of Koppel in Beaver County;

All, or portions of, the City of Coatesville, the Boroughs of Parkesburg and South Coatesville and the Townships of Caln, East Fallowfield, Highland, Sadsbury, Valley, West Caln and West Sadsbury in Chester County;

All, or portions of, the Borough of Clarion and the Townships of Clarion, Elk, Monroe and Paint in Clarion County;

Portions of the Townships of Coolbaugh, Middle Smithfield, Smithfield and Stroud in Monroe County;

Portions of the Townships of Delaware and Lehman in Pike County; and

All, or portions of, the Borough of Claysville and the Township of Donegal in Washington County.

<sup>1</sup> West Fairview Borough was merged into East Pennsboro Township in 1998.

<sup>2</sup> Wyomissing Hills was merged into Wyomissing Borough in 2002.

<sup>3</sup> West Lawn was merged into Spring Township in 2006.

[404 municipalities in 36 counties.]

12/31/2014

**Fairview TWP**  
**Pro-Forma Balance Sheet (Unaudited)**  
**December 31, 2014**  
(Dollars in thousands)

	<b>Fairview TWP</b>
	<b>December 31,</b>
	<b>2014</b>
	<b>(Unaudited)</b>
<b>Property, plant and equipment</b>	
Utility plant - at original cost less accumulated depreciation	\$ 15,286
Utility plant acquisition adjustments, net	
Total Non-Utility Plant, net	
<b>Total property plant and equipment</b>	<b>\$ 15,286</b>
<b>Current assets</b>	
Cash and cash equivalents	\$ 11,608
Accounts receivable:	\$ -
Billed, net of allowance for doubtful accounts	\$ 398
Unbilled	
Other current assets	\$ 313
<b>Total current assets</b>	<b>\$ 12,318</b>
<b>Long-term assets</b>	
Regulatory assets	
Goodwill	
Prepaid Pension Expense	
Other	
<b>Total long-term assets</b>	<b>\$ -</b>
<b>Total assets</b>	<b>\$ 27,604</b>
<b>Capitalization and Liabilities</b>	
<b>Capitalization</b>	
<b>Total stockholder's equity</b>	<b>\$ 7,709</b>
Long-term debt	\$ -
Preferred stock without mandatory redemption requirements	
Preferred stock with mandatory redemption requirements	
<b>Total capitalization</b>	<b>\$ 7,709</b>
<b>Current liabilities</b>	
Notes payable - associated companies	17,714
Current portion of long-term debt	\$ 1,476
Other	\$ 705
<b>Total current liabilities</b>	<b>\$ 19,895</b>
<b>Long-term liabilities</b>	
Deferred income taxes	
Regulatory Liabilities	\$ -
Other	
<b>Total long-term liabilities</b>	<b>\$ -</b>
<b>Contributions in aid of construction</b>	<b>\$ -</b>
<b>Total capitalization and liabilities</b>	<b>\$ 27,604</b>

**Pennsylvania-American Water Company, Inc.**  
**Balance Sheet (Audited)**  
**December 31, 2014**  
(Dollars in thousands)

	<b>December 31, 2014 (Audited)</b>
<b>Property, plant and equipment</b>	
Utility plant - at original cost less accumulated depreciation	\$ 3,340,425
Utility plant acquisition adjustments, net	\$ 14,401
Total Non-Utility Plant, net	\$ 505
<b>Total property plant and equipment</b>	<b>\$ 3,355,331</b>
<b>Current assets</b>	
Cash and cash equivalents	\$ 849
Accounts receivable:	
Billed, net of allowance for doubtful accounts	\$ 49,599
Unbilled	\$ 30,971
Other current assets	\$ 32,924
<b>Total current assets</b>	<b>\$ 114,343</b>
<b>Long-term assets</b>	
Regulatory assets	\$ 189,484
Goodwill	\$ 39,782
Prepaid Pension Expense	\$ 23,004
Other	\$ 445
<b>Total long-term assets</b>	<b>\$ 252,715</b>
<b>Total assets</b>	<b>\$ 3,722,389</b>
<b>Capitalization and Liabilities</b>	
<b>Capitalization</b>	
<b>Total stockholder's equity</b>	<b>\$ 1,282,291</b>
Long-term debt	\$ 1,144,047
Preferred stock with mandatory redemption requirements	\$ 8,852
<b>Total capitalization</b>	<b>\$ 2,435,190</b>
<b>Current liabilities</b>	
Notes payable - associated companies	\$ 73,766
Current portion of long-term debt	\$ 5,217
Other	\$ 135,760
<b>Total current liabilities</b>	<b>\$ 214,743</b>
<b>Long-term liabilities</b>	
Deferred income taxes	\$ 768,264
Regulatory Liabilities	\$ 32,238
Other	\$ 127,081
<b>Total long-term liabilities</b>	<b>\$ 927,583</b>
<b>Contributions in aid of construction</b>	<b>\$ 144,873</b>
<b>Total capitalization and liabilities</b>	<b>\$ 3,722,389</b>

**Fairview TWP**

**Income Statement for the 12 Months Ended December 31, 2014 (Unaudited)**  
**(Dollars in thousands)**

**Fairview**  
**12 Months Ended**  
**December 31, 2014**  
**Unaudited**

<b>Operating revenues</b>	<b>\$</b>	<b>4,198</b>
<b>Operating expenses</b>		
Operation and maintenance	\$	2,191
Depreciation and amortization	\$	727
General taxes and other	\$	-
<b>Total Operating Expenses</b>	<b>\$</b>	<b>2,918</b>
<b>Operating income</b>	<b>\$</b>	<b>1,280</b>
<b>Other income (expenses)</b>		
Other income, net	\$	6
Interest expense, net	\$	(589)
Total Other Expenses	<b>\$</b>	<b>(583)</b>
<b>Income before income taxes</b>	<b>\$</b>	<b>697</b>
<b>Provision for income taxes</b>	<b>\$</b>	<b>-</b>
<b>Net income</b>	<b>\$</b>	<b>697</b>

**Pennsylvania-American Water Company, Inc.**  
**Income Statement for the 12 Months Ended December 31, 2014 (Audited)**  
**(Dollars in thousands)**

	<b>12 Months Ended December 31, 2014 Audited</b>
<b>Operating revenues</b>	<b>\$605,432</b>
<b>Operating expenses</b>	
Operation and maintenance	<b>\$199,887</b>
Depreciation and amortization	<b>\$90,537</b>
General taxes and other	<b>\$11,924</b>
<b>Total Operating Expenses</b>	<b><u>\$302,348</u></b>
<b>Operating income</b>	<b><u>\$303,084</u></b>
<b>Other income (expenses)</b>	
Other income, net	<b>\$48</b>
Interest expense, net	<b>66,712</b>
Total Other Expenses	<b><u>(66,664)</u></b>
<b>Income before income taxes</b>	<b><u>\$236,420</u></b>
<b>Provision for income taxes</b>	<b><u>\$96,237</u></b>
<b>Net income</b>	<b><u>\$140,183</u></b>

**PURCHASE AGREEMENT**

**Between**

**TOWNSHIP OF FAIRVIEW**

**As Seller**

**and**

**PENNSYLVANIA-AMERICAN WATER COMPANY**

**As Buyer**

**Dated as of June 1, 2015**

**PURCHASE AGREEMENT**

THIS AGREEMENT, made and entered into as of the 1<sup>st</sup> day of June, 2015, by and between the TOWNSHIP OF FAIRVIEW a municipal corporation organized and existing under and pursuant to the provision of the Pennsylvania Second Class Township, organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "FAIRVIEW"), and PENNSYLVANIA-AMERICAN WATER COMPANY, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "PAWC").

WITNESSETH

WHEREAS, FAIRVIEW is the owner of a public sanitary wastewater treatment, collection and disposal system (hereinafter referred to as the "Wastewater System") in the Township of Fairview, York County, Pennsylvania identified with NPDES numbers PA0081868 and PA0082589; and

WHEREAS, FAIRVIEW is the operator of the Wastewater System; and

WHEREAS, PAWC is a public water and wastewater utility operating in various areas of Pennsylvania, including portions of York County; and

WHEREAS, FAIRVIEW wishes to sell, and PAWC desires to purchase, substantially all of the assets, properties and rights of FAIRVIEW in the Wastewater System (also referred to herein as "Acquired Assets") on the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, this Agreement witnesseth that for and in consideration of the respective covenants and agreements of the parties hereinafter set forth, the parties hereto, intending

to be legally bound hereby, do covenant, contract and agree as follows:

## ARTICLE 1

### THE TRANSACTION

1.1 SALE AND PURCHASE OF ACQUIRED ASSETS. Subject to the terms, representations and conditions set forth in this Agreement, at Closing, FAIRVIEW shall sell, assign, transfer, deliver and convey or cause to be sold, assigned, transferred, delivered and conveyed to PAWC, free and clear of all liens and encumbrances whatsoever, and PAWC shall purchase, the Acquired Assets. The Acquired Assets shall include all of FAIRVIEW's right, title, and interest in and to all of the assets, properties and rights owned by FAIRVIEW and used in the business of providing sanitary wastewater service of every kind, nature and description existing on the Closing Date, excepting only those assets listed in Section 1.2 and 1.4. For avoidance of doubt, PAWC and FAIRVIEW agree that, excepting only the assets specifically described in Section 1.2 and 1.4, or as otherwise provided in this Agreement, every asset, property and right owned by FAIRVIEW and used in the provision of sanitary wastewater service, whether real, personal, mixed, tangible or intangible, and including all the physical plant, property, equipment, and facilities comprising the existing Wastewater System owned by FAIRVIEW for providing sanitary wastewater service to the public in the Township of Fairview, York County, Pennsylvania, wherever located and without any other exception whatever, is included within the Acquired Assets to be conveyed hereby. Also, included in the Acquired Assets will be the remaining deposit balance from the contract with the Red Barn Trading Company and any developer/customer deposits. Except as specifically described in

Section 1.2 and 1.4, the Acquired Assets shall include all land and land rights (the “Real Estate”), sanitary wastewater treatment plant and related appurtenances, collection system mains and related appurtenances, pumping stations, laterals (main to edge of road or curb-line or property-line or right-of-way, as the case may be), equipment, tools, inventory and all other Wastewater System assets and appurtenances, rights, titles, and interests of FAIRVIEW in and to such land, easements, and rights of way, as identified on Schedule 4.8 and Schedule 4.9 and such franchises, licenses, and permits related to FAIRVIEW’s sanitary wastewater system.

1.2 EXCLUDED ASSETS. Specifically excluded from the Acquired Assets are (i) any sewer laterals from edge of road or curb-line or property-line or right-of-way(as the case may be) to and throughout a customer’s property; (ii) any and all grinder pump units, and related appurtenances, of the individual customers; (iii) all storm water system facilities; and (iv) those assets listed on Schedule 1.2.

1.3 LIABILITIES EXCLUDED. PAWC shall not assume any liabilities of FAIRVIEW. It is further understood and agreed that all obligations of any nature whatsoever, including obligations owed by FAIRVIEW to others, on the date of Closing shall be and remain with FAIRVIEW (the “Retained Liabilities”). Notwithstanding the foregoing, from and after Closing, PAWC shall assume full responsibility for providing public sanitary wastewater service in the area currently served by the Wastewater System.

1.4 ACCOUNTS RECEIVABLE. Accounts receivable for sanitary wastewater services rendered through the close of business on the date of Closing shall be excluded assets as shown on Schedule 1.2, and accounts receivable for sanitary wastewater services rendered thereafter

shall belong to PAWC.

## ARTICLE 2

### PURCHASE PRICE

#### 2.1 PURCHASE PRICE FOR THE ACQUIRED ASSETS.

Subject to the terms and conditions of this Agreement, the purchase price for the Acquired Assets shall be sixteen million eight hundred thousand dollars (\$16, 800,000). In addition, to the purchase price, PAWC shall pay FAIRVIEW for the costs incurred by FAIRVIEW (less the reimbursement from the PA Turnpike Commission) for the Lewisberry Road sewer main relocation project, hereinafter referred to as the "Turnpike Relocation Project", up to a maximum of one million dollars (\$1,000,000.) The purchase price and reimbursement shall be payable directly to FAIRVIEW on the date of Closing by wire transfer.

## ARTICLE 3

### THE CLOSING

3.1 CLOSING. Subject to the terms and conditions of this Agreement, the closing of the sale and purchase of the Acquired Assets (the "Closing") shall be held at such time and date as may be mutually satisfactory to the parties hereto (the "Closing Date"), within forty (40) days following the date on which all of the conditions set forth in Articles 7 and 8 of this Agreement have been met. Provided, however, that if Closing has not occurred on or before the one (1) year anniversary of the signing of this Agreement, either party shall have the right to terminate this

Agreement by written notice to the other party. The Closing Date, as referred to in this Agreement, shall be the date of Closing. Closing shall take place at PAWC's offices at 800 West Hersheypark Drive, Hershey, Pennsylvania 17033.

### 3.2 DELIVERIES AND PROCEEDINGS AT CLOSING.

3.2.1 Subject to the terms and conditions of this Agreement, at the Closing, FAIRVIEW shall deliver or cause to be delivered to PAWC:

3.2.1.1 Bills of sale and instruments of assignment duly executed by FAIRVIEW as necessary to transfer all of the Acquired Assets to PAWC;

3.2.1.2 The consents to transfer all contracts, intellectual property and permits.

3.2.1.3 One or more special warranty deeds of conveyance of the Real Estate and easements to PAWC, duly executed and acknowledged by FAIRVIEW and in recordable form, each sufficient to convey the title and rights of access to the Acquired Assets.

3.2.1.4 The certificates, opinions and other documents required to be delivered by FAIRVIEW under this Agreement and certified resolutions evidencing the authority of FAIRVIEW as set forth in Section 4.2 hereof.

3.2.1.5 All such other agreements, documents and instruments of conveyance required by this Agreement or as shall, in the reasonable opinion of PAWC and its counsel, be necessary to transfer the Acquired Assets to PAWC in

accordance with this Agreement, and where necessary or desirable, in recordable form.

3.2.1.6 In addition to such other instruments and documents as are to be delivered to PAWC by FAIRVIEW on or prior to the Closing, as provided herein, FAIRVIEW shall deliver to PAWC, at the Closing, all books and records and other documents maintained by FAIRVIEW relating to the Acquired Assets.

3.2.2 Subject to the terms and conditions of this Agreement, at the Closing, PAWC shall deliver or cause to be delivered to FAIRVIEW:

3.2.2.1 Payment as described in Section 2.1.

3.2.2.2 The Opinion of Counsel.

3.2.2.3 The certificates, opinions and other documents required to be delivered by PAWC under this Agreement and certified resolutions evidencing the authority of PAWC as set forth in Section 5.2 hereof.

#### ARTICLE 4

##### REPRESENTATIONS AND WARRANTIES OF FAIRVIEW

4. REPRESENTATIONS AND WARRANTIES OF FAIRVIEW. FAIRVIEW represents and warrants to PAWC that:

4.1 QUALIFICATION. FAIRVIEW is a municipal corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and the Pennsylvania Second Class Township Code, and FAIRVIEW has all requisite power and lawful

authority to own the Wastewater System as presently being conducted, and to convey, as the Acquired Assets, to PAWC as contemplated under this Agreement.

4.2 AUTHORIZATION AND ENFORCEABILITY. The execution, delivery, performance and acceptance of this Agreement by FAIRVIEW have been, or will be at Closing, duly and validly authorized by all necessary action. This Agreement constitutes a legal, valid and binding obligation of FAIRVIEW enforceable against FAIRVIEW in accordance with its terms. FAIRVIEW has full power and authority to execute, deliver and perform this Agreement and all other agreements and instruments to be executed by FAIRVIEW in connection herewith.

4.3 NO VIOLATION OF LAWS OR AGREEMENTS. FAIRVIEW's performance of this Agreement, as of the Closing Date, shall not (i) require any further approvals or consents from any other party; (ii) violate any law, ordinance or regulation; or, (iii) conflict with or result in a breach of, or constitute a default under, any contract, lease, permit or other agreement or commitment to which FAIRVIEW is a party.

4.4 PERMITS AND COMPLIANCE WITH LAWS GENERALLY. Except as disclosed on Schedule 4.4 hereto:

4.4.1 FAIRVIEW has not knowingly violated any local, state or federal law, rule or regulation with respect to the use and operation of the Wastewater System. No outstanding notice, citation, summons or order has been issued, no outstanding complaint has been filed, no outstanding penalty has been assessed and no investigation or review is pending or, to the knowledge of FAIRVIEW, threatened, by any authority or other person with respect to any alleged violation by FAIRVIEW relating to the Wastewater System of any law, ordinance, rule, regulation, code or order

of any authority or failure to have any Permit required in connection with the operation of the Wastewater System, except, in each case where such violations or failures, individually or in the aggregate, would not have a Material Adverse Effect. "Material Adverse Effect" means a change or effect (or series of related changes or effects) which has or is reasonably likely to have a material adverse change in or effect upon the business, assets, condition (financial or otherwise), or results of operations of the Wastewater System or the Acquired Assets, taken as a whole. For purposes of this Agreement, "to the knowledge of FAIRVIEW" shall include the knowledge of the following officials, employees or agents of FAIRVIEW: 1) members of the Board of Supervisors, 2) Assistant Manager and Manager of FAIRVIEW, 3) the Township Solicitor, 4) the licensed operators of the North Wastewater Treatment Plant and South Wastewater Treatment Plant and the 5) the Township Engineer.

4.4.2 FAIRVIEW possesses and is in compliance with all Permits required to operate the Wastewater System as presently operated and to own, lease, or otherwise hold the Acquired Assets under all applicable laws, rules, regulations, ordinances and codes, including environmental laws except, in each case where such violations or failures, individually or in the aggregate, would not have a Material Adverse Effect. The Wastewater System, as operated, is in compliance with all applicable laws, rules, regulations, ordinances, codes, judgments and orders except, in each case where such violations or failures, individually or in the aggregate, would not have a Material Adverse Effect. All Permits of FAIRVIEW and the Wastewater System are in full force and effect. There are no proceedings pending or, to FAIRVIEW's knowledge, threatened that seek the revocation, cancellation, suspension or any adverse modification of any such permits

presently possessed by FAIRVIEW other than those revocations, suspensions or modifications which do not individually or in the aggregate have a Material Adverse Effect.

4.4.3 Schedule 4.4 is a complete and accurate list of current permits issued to FAIRVIEW relating to the operation of the Wastewater System.

4.5 PENDING OR THREATENED LITIGATION. There is no known action, claim or litigation, arbitration, proceeding, judgment, injunction, audit or legal, administrative or governmental investigation pending, and, to the knowledge of FAIRVIEW, none are known to be threatened against or affecting the Wastewater System or any of the Acquired Assets before any court, arbitrator or governmental authority, except as disclosed on Schedule 4.5. There are no known laws, ordinances, regulations or official orders now in effect or pending which could reasonably be expected to have a Material Adverse Effect on the Wastewater System or the ownership, condition or operation of the Wastewater System or the Acquired Assets, except as disclosed on Schedule 4.5.

4.6 ENVIRONMENTAL MATTERS. Except as expressly set forth on Schedule 4.6 hereto, and with such exceptions as are not reasonably likely, individually or in the aggregate, to have a Material Adverse Effect:

4.6.1 FAIRVIEW has not disposed of or arranged for the disposal of or released any hazardous substances, other than in conformity with applicable laws and regulations, at any Real Estate, or at any other facility, location, or site to be transferred to PAWC pursuant to the terms of this Agreement.

4.6.2 FAIRVIEW has not received any written notice or request for information with respect to, and to the best of FAIRVIEW's knowledge, FAIRVIEW has not been

designated a potentially liable party for remedial action or response costs, in connection with any Real Estate, or, as of the date hereof, with respect to the Acquired Assets or the operation of the Wastewater System, at any other facility, location, or other site under the federal Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”) or comparable state statutes.

4.6.3 To the best of FAIRVIEW’s knowledge, except for such use or storage of hazardous substances as is incidental to the operation of the Wastewater System, which use and storage is or has been in compliance with applicable laws and regulations, during the period of FAIRVIEW’s ownership of the Real Estate, no Real Estate has been used for the storage, treatment, generation, processing, production or disposal of any hazardous substances or as a landfill or other waste disposal site in violation of any law, rule or regulation.

4.6.4 During the period that FAIRVIEW has owned the Real Estate, underground storage tanks (other than tanks for the storage of water) are not, and have not in the past, been located on or under any Real Estate. FAIRVIEW has no knowledge of any underground storage tanks (other than tanks for the storage of water) located on or under any Real Estate prior to the time FAIRVIEW acquired the Real Estate.

4.6.5 There are no pending or unresolved claims against FAIRVIEW or the Wastewater System for investigatory costs, cleanup, removal, remedial or response costs, or natural resource damages arising out of any releases or threat of release of any Hazardous Substances at any Real Estate or, as of the date hereof, with respect to the Wastewater System or the Acquired Assets or any other facility, location, or other site.

4.6.6 With the exception of the sanitary sewer mains or interceptors constructed of asbestos-cement previously disclosed to PAWC by FAIRVIEW, to the best of FAIRVIEW's knowledge, no polychlorinated biphenyls ("PCBs") or asbestos-containing materials are located at or in any Real Estate in violation of Environmental Laws or which require remedial action.

4.6.7 FAIRVIEW will within thirty (30) days of the date hereof provide PAWC with copies of all existing written environmental audits or investigations of which FAIRVIEW is aware (after due inquiry) prepared for the Real Estate or operations of the Wastewater System.

4.7 BROKERAGE. Neither FAIRVIEW, nor PAWC, has not made any agreement or taken any other action which might cause any person to become entitled to a broker's or finder's fee or commission as a result of the transactions contemplated hereunder which could result in liability to the other party.

4.8 REAL ESTATE. Schedule 4.8 is a complete and accurate list of the Real Estate including any Real Estate that has been or will be obtained for the Phase 2 Collection System Extension (see paragraph 6.2.3). FAIRVIEW at Closing hereunder will convey and transfer to PAWC, indefeasible, good and marketable legal and equitable title to the Real Estate, free and clear of all liens, encumbrances and easements, excepting however, the following instruments of record: existing building restrictions, ordinances, easements of roads, privileges or rights of public service companies, if any; or easements or restrictions visible upon the ground ("Permitted Exceptions"), otherwise the title to the above described real estate shall be good and marketable or such as will be

insured by any reputable Title Insurance Company at the regular rates. FAIRVIEW has no knowledge of any default or breach under any of the covenants, conditions, restrictions, rights of way or easements, if any, affecting all or any portion of the Real Estate, and there is no pending condemnation, eminent domain or similar proceeding affecting any of the Real Estate, and to the best knowledge of FAIRVIEW, no such proceeding is threatened. FAIRVIEW has not received any written or oral notice of assessment against any of the Real Estate which remains unpaid. To the best of FAIRVIEW's knowledge, information and belief, there are no toxic or other dangerous conditions of the property. At the time of closing, the parties will enter into a mutually agreeable lease for the continued use of land for the existing FAIRVIEW recycling center until such time as FAIRVIEW relocates the recycling center to another area.

4.9 EASEMENTS. To the best of FAIRVIEW's knowledge, information and belief, Schedule 4.9, which shall be updated as of Closing, is a complete and accurate list of all easements and rights of way over the real property of others used by FAIRVIEW in the operation of the Wastewater System or on which any of the Acquired Assets are located ("Easements"), including all easements and rights of ways obtained or to-be obtained for the Phase 2 collection system extension (see paragraph 6.2.3). FAIRVIEW shall identify and obtain all necessary rights-of-way prior to Closing. As provided in Section 6.1.6, FAIRVIEW shall forward all documentation with respect to its rights-of-way, both recorded and unrecorded, at FAIRVIEW's expense to PAWC. PAWC and FAIRVIEW will conduct a rights-of-way abstract to determine whether FAIRVIEW has continuous rights-of-way for all of its wastewater lines and other facilities and that such rights are represented by legal instruments in appropriate form duly recorded. Upon notification from PAWC

that the rights-of-way for the Wastewater System are not sufficient for the operation of the Wastewater System, FAIRVIEW will, at its own expense, secure such additional rights-of-way as PAWC requests. The title to be conveyed by FAIRVIEW TO PAWC shall be insurable at regular rates by a reputable title insurance company, selected by PAWC and authorized to do business in Pennsylvania.

4.10 PERSONALTY. Except as otherwise indicated on Schedule 4.10, FAIRVIEW owns, free and clear of all liens, or leases from others under valid and enforceable leases not presently in default, all personal property in its possession or which is used or required for operation and maintenance of the Wastewater System as it is now conducted.

4.11 LEASES. Schedule 4.11, which shall be updated as of Closing, contains a complete and accurate list of each lease of real property to which FAIRVIEW is a party (“Lease”). FAIRVIEW has delivered to PAWC a true, correct and complete copy of each Lease. Each Lease is valid and subsisting and in full force and effect in accordance with its terms and has not been modified, in writing or otherwise. To the best of FAIRVIEW’s knowledge there has been no default or event which, with the giving of notice or the passage of time, or both, would constitute a material default on the part of FAIRVIEW or any landlord under each such Lease, and FAIRVIEW has not asserted a defense to offset or claim against any payment or performance which is the obligation of FAIRVIEW pursuant thereto. At Closing hereunder, FAIRVIEW shall deliver to PAWC a landlord estoppel certificate form reasonably satisfactory to PAWC from each landlord under each Lease under which FAIRVIEW is Lessee.

4.12 CONTRACTS. As of the date of this Agreement, Schedule 4.12 contains a complete and accurate list of all contracts, commitments, agreements and instruments relating to the Wastewater System and all leases of Real Estate and personal property related to the Wastewater System ("Contracts"). FAIRVIEW has delivered to PAWC a correct and complete copy of each written agreement listed in Schedule 4.12. Except as disclosed on Schedule 4.12, with respect to each Contract, neither FAIRVIEW nor, to the best of FAIRVIEW's knowledge, any other party thereto, is in breach or default, no event has occurred which with notice or lapse of time would constitute a breach or default by FAIRVIEW, or permit termination, modification, or acceleration, under the Contract. Except as set forth in Schedule 4.12, there are no disputes pending or to the best of FAIRVIEW's knowledge, threatened under or in respect of any of the Contracts. Schedule 4.12 shall be updated as of Closing. The parties understand that the contract with Red Barn Trading Company and the Pre-Paid Tap-In Agreements, as noted on Schedule 4.12, will be assigned to PAWC and PAWC would become entitled to the deposit already paid by FAIRVIEW to Red Barn or collected by FAIRVIEW. Moreover, FAIRVIEW will be responsible for having the agreements with Lower Allen Township, as noted on Schedule 4.12, assigned to PAWC in a manner acceptable to PAWC.

4.13 TAXES. To the extent required by law, FAIRVIEW has (a) timely filed all material returns and reports for Taxes, including information returns, that are required to have been filed in connection with, relating to, or arising out of, the Wastewater System, (b) paid all Taxes that are shown to have come due pursuant to such returns or reports and (c) paid all other material Taxes not required to be reported on returns in connection with, relating to, or arising out of, or imposed on

the Acquired Assets for which a notice of assessment or demand for payment has been received or which have otherwise become due. To the best of the FAIRVIEW's knowledge, all such returns or reports have been prepared in accordance with all applicable laws and requirements in all material respects. None of the Acquired Assets (a) is property that is required to be treated as owned by another Person pursuant to the "safe harbor lease" provisions of former Section 168(f) (8) of the Code, (b) is "tax-exempt use property" within the meaning of Section 168(h) of the Code or (c) directly or indirectly secures any debt the interest on which is tax-exempt under Section 103(a) of the Code.

4.14 LIABILITIES. Schedule 4.14, which shall be updated as of Closing, contains a complete and accurate list of all indebtedness of the FAIRVIEW related to the Wastewater System. Such list includes the person to whom such indebtedness is owed, the interest rates applicable to such indebtedness, and a description of the property securing such indebtedness. FAIRVIEW has no liabilities with respect to the Wastewater System, direct or indirect, matured or un-matured or absolute, contingent or otherwise, except those liabilities expressly set forth at Schedule 4.14.

4.15 CUSTOMER ADVANCES. Schedule 4.15 is a complete and accurate list of all unexpired customer advances for construction held by FAIRVIEW as of the date of this Agreement. Prior to Closing, FAIRVIEW shall complete the construction of all mains and facilities for which FAIRVIEW has received customer advances and return all unexpended customer advances to the appropriate depositor. Provided, however, that for projects acceptable to and approved in writing by PAWC, FAIRVIEW may pay over to PAWC the unexpended, non-refundable customer advances, and PAWC shall assume all of the responsibility of FAIRVIEW as to those unexpired

customer advances for construction and shall be bound by the terms and conditions contained in those Extension Deposit Agreements. PAWC shall not assume any responsibility for any unexpired customer advances for construction received by FAIRVIEW, or for any Extension Deposit Agreements to which FAIRVIEW is or becomes a party, except as specifically agreed to in writing. Schedule 4.15 may be updated prior to Closing at the mutual consent of the parties.

4.16 FREE WASTEWATER SERVICE. FAIRVIEW represents and warrants that it has not entered into any contracts to or provides free wastewater service to any customers connected to the Wastewater System, but should it discover that any such contracts exist; FAIRVIEW will terminate them prior to Closing.

## ARTICLE 5

### REPRESENTATIONS AND WARRANTIES OF PAWC

5. REPRESENTATIONS AND WARRANTIES OF PAWC. PAWC represents and warrants to FAIRVIEW that:

5.1 QUALIFICATION. PAWC is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and has all requisite corporate power and authority to own, lease and operate the Wastewater System.

5.2 AUTHORIZATION AND ENFORCEABILITY. PAWC has full corporate power and corporate authority to execute, deliver and perform this Agreement. The execution, delivery and performance by PAWC of this Agreement have been duly authorized by all necessary

corporate action. This Agreement constitutes a legal, valid and binding obligation of PAWC, enforceable against PAWC in accordance with its terms. As of the Closing Date, each of the transaction documents to which PAWC is a party will be duly executed and delivered by PAWC and will constitute the legal, valid and binding obligation of PAWC, enforceable against PAWC in accordance with its respective terms.

5.3 NO VIOLATION OF LAWS OR AGREEMENTS. The execution, delivery and performance of this Agreement does not, and the consummation of the transactions contemplated by this Agreement as of Closing will not, violate any provision of law or conflict with, result in a breach of, or constitute a default under, the terms, conditions or provisions of any agreement, contract or other instrument to which PAWC is a party.

5.4 BROKERAGE. PAWC has not made any agreement or taken any other action which might cause any person to become entitled to a broker's or finder's fee or commission as a result of the transactions contemplated hereunder which could result in liability to FAIRVIEW.

## ARTICLE 6

### COVENANTS

6.1 COVENANTS OF FAIRVIEW. From and after the date of this Agreement FAIRVIEW covenants and agrees that:

6.1.1 Conduct of Business. FAIRVIEW will operate the Wastewater System until the Closing only in the ordinary course of business substantially as it heretofore has been operated and in accordance with all applicable local, state, and federal laws, rules and regulations.

6.1.2 Contracts and Commitments. Except normal and usual commitments for the purchase of materials and supplies consistent with past practice, no contract or commitment shall be entered into by or on behalf of FAIRVIEW relating to the Wastewater System which would materially affect the operation of the Wastewater System after Closing, except for those commitments approved in writing by PAWC.

6.1.3 Release of Liens. FAIRVIEW will take all reasonable action necessary to cause the release, cancellation and discharge of any and all liens or encumbrances, so that as of the Closing Date, the Acquired Assets will be free and clear of any and all such liens and encumbrances.

6.1.4 Material Events and Circumstance. FAIRVIEW shall promptly inform PAWC in writing of any specific event or circumstance of which FAIRVIEW is aware, or of which FAIRVIEW receives notice, that has or is likely to have, individually or in the aggregate, taken together with the other events or circumstances, a Material Adverse Effect on the Acquired Assets.

6.1.5 Supplemental Information.

6.1.5 (a) FAIRVIEW shall provide PAWC, within fifteen (15) days of execution or the date of receipt thereof, a copy of (a) each contract entered into by FAIRVIEW after the date hereof and prior to Closing relating to the Wastewater System; (b) a copy of any written notice of assessments for public improvements against any Real Estate received after the date hereof and prior to Closing; (c) any writs of summons or complaints filed against FAIRVIEW or its representatives for any and all claims relating to the Wastewater System; and (d) a copy of the filing of any condemnation, eminent domain or similar proceeding affecting all or any portion of any of the Real Estate received after the date hereof but prior to the Closing.

6.1.5 (b) Within fifteen (15) days of the receipt of notice of violation, FAIRVIEW shall notify PAWC of any violations of state or federal standards.

6.1.6 Title Information. Within forty-five (45) days following the execution of this Agreement, FAIRVIEW shall use its reasonable efforts to deliver to PAWC true, correct and complete copies of all existing title policies, surveys, leases, deeds, instruments and agreements relating to title to the Real Estate and Easements in FAIRVIEW's possession as outlined in Schedules 4.8 and 4.9, respectively as well as any amendments thereto through to Closing.

6.1.7 Regulatory Consents. FAIRVIEW shall at all times, use its best efforts and diligently pursue all approvals, authorizations, consents and permits required to be obtained by FAIRVIEW to consummate the transaction contemplated by this Agreement, including approval of any necessary revision to the Act 537 Plan. FAIRVIEW shall (i) as promptly as practicable, make or cause to be made such filing and submissions under the laws, rules and regulations applicable to it as may be required for FAIRVIEW to sell the Acquired Assets pursuant to the terms of this Agreement; and (ii) keep PAWC apprised of the status of any filing or submission to any such governmental or regulatory agency.

6.1.8 Storm Water System. FAIRVIEW will retain ownership of any and all storm water system facilities within the public right-of-way or otherwise dedicated to FAIRVIEW by offer and acceptance, plan or other action, and retain ordinances that prohibit storm water system facilities from being connected to or from causing storm water infiltration into the Wastewater System. Such ordinances shall be no less restrictive with regard to storm water discharges into or infiltrating the Wastewater System after Closing than they were prior to Closing, to the extent

permitted by law. Except for those storm water system facilities within the public right-of-way that are retained by FAIRVIEW, PAWC shall assume ownership of any and all storm water system facilities located on, in, within or under the Real Estate [as defined by Section 1.1 of this agreement]. If, at any time after Closing, PAWC identifies municipal storm water facilities interconnected with the Wastewater System, PAWC may at its sole cost and discretion, disconnect such storm water facilities from the Wastewater System and tie them into the municipal storm water system.

6.1.9 Municipal Ordinances, etc. To the extent that FAIRVIEW has ordinances or laws that require properties to connect to and remain connected to the Wastewater System, FAIRVIEW shall maintain such ordinances or laws, to the extent permitted by law.

6.1.10 Paving. FAIRVIEW, at its sole expense, will complete paving associated with restoring the roadway in those areas of the Township where the new public sewer collection system and new public water distribution system is being installed to serve approximately 300 existing residents and a 100-unit mobile home park., including roads where the water and/or sewer trenches are on opposite sides of the road requiring the entire roadway to be resurfaced.

6.2 COVENANTS OF PAWC. From and after the date of this Agreement PAWC covenants and agrees that:

6.2.1 Staffing. PAWC will offer employment, effective as of the completion of Closing, to the four (4) employees of FAIRVIEW, subject to possession of a valid Pennsylvania

driver's license, successful completion of a functional capacity physical examination, any security clearances and other standard hiring procedures of PAWC.

6.2.2 Rates. After Closing, PAWC will implement FAIRVIEW's billing rates then in effect at Closing as PAWC's base rates, consistent with the rates that are reflected on Schedule 6.2.2 and these rates shall be maintained until December 31, 2017, at a minimum. PAWC intends to bill on a monthly basis in lieu of quarterly billing. For all miscellaneous fees and charges, PAWC will implement its existing rates, rules and regulations including PAWC's capacity reservation fee for new EDU's. For clarification purposes, PAWC will charge a capacity reservation fee of \$4,000 per EDU for the allocation of treatment, pumping, and transmission, truck and interceptor main capacity, commencing with the date of Closing. No capacity reservation fee will be charged for any applicant for wastewater service that meets the criteria of a Bona Fide Service Applicant, as defined in 52 Pa. Code Section 65.1 (excluding clause (iii) of that definition) if "wastewater" were substituted for "water". The PAWC capacity reservation fee is less than FAIRVIEW's tapping fee rate in effect.

6.2.3 Construction of the Phase 2 Collection System. PAWC will construct, at its sole cost and expense, the Phase 2 collection system as required by the FAIRVIEW's current Act 537 Plan and as described on Schedule 6.2.3. The Phase 2 collection system will be constructed within the time frame stipulated and agreed to with DEP, which as of the date of this Agreement is December 31, 2016. Prior to Closing, Fairview Township shall have completed the design for Phase 2 collection system extension, shall have all permits in hand and shall have secured all easements, rights-of-way and property necessary for the Phase 2 Collection System Extension.

6.3 FURTHER ASSURANCES Each party to this Agreement shall cooperate and deliver such instruments and take such action as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Agreement and the transactions contemplated hereby. After the Closing, each party shall take such other actions and execute such other documents, certifications, and further assurances as FAIRVIEW or PAWC, as the case may be, may reasonably require in order to transfer more effectively to PAWC or to put PAWC more fully in possession of any of the Acquired Assets.

## ARTICLE 7

### PENNSYLVANIA PUBLIC UTILITY COMMISSION (“PUC”) APPROVAL

7. The parties recognize and expressly agree that:

7.1 PENNSYLVANIA PUC APPROVAL. The consummation of the transaction is conditioned upon the approval of the PUC. PAWC covenants and agrees to initiate, and faithfully prosecute the necessary proceedings to obtain the approval of the PUC for: (a) the transfer by sale of FAIRVIEW’s Wastewater System to PAWC; (b) the right of PAWC to provide wastewater service to the public in areas presently being served by FAIRVIEW; (c) the right of PAWC to provide sanitary wastewater service to the public in the Township of Fairview; and (d) the right of PAWC to adopt FAIRVIEW’s wastewater rates as PAWC’s base rates in the area to be served at the time of Closing through December 31, 2017; and (e) to apply PAWC’s existing rules and regulations for wastewater service as set forth in PAWC’s duly filed and effective tariff (generally applicable to its services) at the time of Closing including the adoption of PAWC’s capacity reservation fee in lieu of FAIRVIEW’s current tapping fee. FAIRVIEW,

by this Agreement, covenants and agrees to provide such information, documents and assistance as may be reasonably requested by PAWC in connection with any such proceedings and to otherwise cooperate in the initiation and prosecution of any such proceeding. In the event the PUC imposes any conditions associated with approval as contemplated under this paragraph 7.1, PAWC shall be solely liable for such costs of compliance with said conditions.

## ARTICLE 8

### CONDITIONS PRECEDENT

8.1 CONDITIONS PRECEDENT TO PAWC'S OBLIGATIONS. The obligation of PAWC to consummate the transactions contemplated hereby are subject to the satisfaction, on or prior to the Closing, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by PAWC in its sole discretion):

8.1.1 Representations and Warranties. FAIRVIEW's representations and warranties set forth in this Agreement or in any Schedule, list, certificate or document delivered pursuant to the provisions of this Agreement shall be true in all material respects at and as of the time of Closing with the same force and effect as though such representations and warranties were made at and as of such time, and FAIRVIEW shall deliver to PAWC a certificate executed by its proper representatives, and dated the Closing Date, certifying to the foregoing.

8.1.2 Performance of Agreements. FAIRVIEW shall have performed and complied with in all material respects all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing, and FAIRVIEW shall

deliver to PAWC a certificate executed by its proper representatives, and dated the Closing Date, to such effect.

8.1.3 Adverse Change. There shall not have been a material adverse change, occurrence or casualty, financial or otherwise, to the Wastewater System or the Acquired Assets, whether covered by insurance or not.

8.1.4 Release of Liens. All necessary action shall have been taken to cause the release, cancellation and discharge of any and all liens and encumbrances so that as of the Closing, the Acquired Assets shall be free and clear of any and all liens and encumbrances, and FAIRVIEW shall have provided PAWC with such opinions, instruments or documents as PAWC may reasonably request, and in form and substance satisfactory to PAWC, evidencing the release, cancellation and discharge of any and all liens and encumbrances and that the Acquired Assets are not subject to any liens or encumbrances. In the event FAIRVIEW is unable to convey title to the Acquired Assets to PAWC at the Closing in accordance with the terms of this Agreement, PAWC shall have the option of: (a) accepting such title as FAIRVIEW is able to convey without abatement of the purchase price; or (b) canceling this Agreement in which case this Agreement shall be of no further force or effect and neither of the parties hereto shall have any further liability hereunder.

8.1.5 PUC Approval. The PUC shall have issued an order, which order shall have become final and un-appealable, approving the transactions set forth at Article 7.

8.1.6 Other Regulatory Consents. PAWC shall have obtained the written, final and un-appealable approvals, authorizations and consents (including consents for permit transfers) that are required to consummate the transactions contemplated by this Agreement, including without limitations the approval of every regulatory agency of federal, state or local government that may be required in the opinion of either PAWC or FAIRVIEW.

8.1.7 Certification of Financial Information. FAIRVIEW shall have delivered to PAWC a certificate, in substantially the form set forth at Schedule 8.1.7, executed by its authorized representative and in form and substance satisfactory to PAWC, listing (i) the amount of its net outstanding long-term debt or notes, if any, related to the Wastewater System, (ii) all unexpired customers' advances for construction and unexpended contributions in aid of construction as of the Closing Date, and (iii) any and all additions or retirements to the Wastewater System during the period from the date of this Agreement to the Closing Date, together with the cost thereof.

8.1.8 Inventory List of Materials and Supplies. FAIRVIEW shall have delivered to PAWC a certificate listing all materials and supplies owned by FAIRVIEW as of the Closing related to the operation or maintenance of the Wastewater System.

8.1.9 Opinion of Counsel. FAIRVIEW shall have delivered to PAWC a favorable written opinion of FAIRVIEW's counsel, dated as of the Closing Date and addressed to PAWC, in form and substance satisfactory to PAWC, to the effect set forth in Schedule 8.1.9.

8.1.10 Contractual Consent. FAIRVIEW shall have obtained written approvals, authorizations and consents of transfer to all material transferable or assignable contracts, agreements, licenses and permits to the extent specifically required by the terms of such contracts, agreements, licenses or permits.

8.1.11 Delivery of Documents. FAIRVIEW shall have delivered to PAWC the deeds, easements or assignments of easements, bills of sale, rights of way and other documents required to be transferred under this Agreement, and all books, records and such other instruments or documents maintained by FAIRVIEW relating to the Wastewater System.

8.1.12 Delivery of Resolutions. FAIRVIEW shall have delivered to PAWC a copy of the Resolutions, certified by their proper representatives, approving the execution, delivery

and performance of this Agreement, together with the certificate of its proper representatives that said Resolutions are in full force and effect and were duly adopted.

8.1.13 Permits Issued. DEP and all other regulatory agencies or authorities having jurisdiction over the operations of the Wastewater System shall have issued or consented to the transfer of the necessary permits to PAWC to operate the Wastewater System. Copies of the NPDES Permits for the Wastewater System in effect on the execution date of this Agreement are attached at Schedule 8.1.13. PAWC reserves the right to terminate this Agreement if, at any time prior to Closing, a new NPDES Permit or Permits for the Wastewater System is/are issued which, in PAWC's sole opinion, is more stringent or materially different from the NPDES Permit in effect on the date of the execution of this Agreement.

8.1.14 PAWC Board Approval. PAWC's Board of Directors shall have approved this Agreement within thirty (30) days of delivery of this Agreement executed by FAIRVIEW.

8.1.15 Easements and Rights-of-Way. FAIRVIEW shall have delivered to PAWC, all documents necessary to transfer, at Closing, the easements and rights-of-way identified on Schedule 4.9 to PAWC by legal instruments in appropriate form duly recorded.

8.1.16 Title Insurance. A reputable title insurance company shall have issued, at PAWC's expense, title commitment to PAWC for an Owner's Title Insurance Policy including extended coverage at regular rates, evidencing good and marketable title, in the amount of the fair market value of the Real Estate, covering title to the Real Estate on the date of closing, and subject only to the Permitted Exceptions, at standard rates to be paid by PAWC.

8.1.17 Reserved

8.1.18 Wastewater System. FAIRVIEW shall adopt and/or retain ordinances establishing rules and regulations consistent with PAWC's duly filed and approved Tariff rules and regulations for the making of connections and is of the Acquired Assets; and enforce the provisions of such ordinances at all times in the future.

8.1.19 Act 537 Plans. Any and all Act 537 Plans impacted by PAWC's purchase shall be revised and approved prior to Closing unless otherwise agreed to in writing by the parties to this Agreement. Such plans shall be to the reasonable satisfaction of PAWC.

8.2 CONDITIONS PRECEDENT TO FAIRVIEW'S OBLIGATIONS. The obligation of FAIRVIEW to consummate the transactions contemplated hereby are subject to the satisfaction, on or prior to the Closing, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by FAIRVIEW in its sole discretion):

8.2.1 Regulations and Warranties. PAWC'S representations and warranties contained in this Agreement or in any Schedule, list, certificate or document delivered pursuant to the provisions of this Agreement shall be true in all material respects at and as of the time of Closing, with the same force and effect as though such representations and warranties were made at and as of such time, and PAWC shall deliver to FAIRVIEW a certificate executed by its proper representatives, and dated the Closing Date, certifying to the foregoing.

8.2.2 Performance of Agreements. PAWC shall have performed and complied, in all material respects, with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing, and PAWC shall deliver to FAIRVIEW a certificate executed by its proper representatives, and dated the Closing Date, to such effect.

8.2.3 Opinion of Counsel. PAWC shall deliver to FAIRVIEW a favorable written opinion of PAWC's counsel, dated as of the Closing Date and addressed to FAIRVIEW, in form and substance satisfactory to FAIRVIEW, to the effect set forth in Schedule 8.2.3.

8.2.4 DEP Approval. The DEP shall have issued written approvals, as well as, all related permits for the transfer of the Wastewater System from FAIRVIEW to PAWC.

8.2.5 PUC Approval. The PUC shall have issued an order, which order shall have become final and un-appealable, approving the transactions set forth at Article 7.

## ARTICLE 9

### INDEMNIFICATION

9.1 INDEMNIFICATION BY FAIRVIEW. FAIRVIEW agrees to indemnify, defend and hold harmless PAWC and its affiliates and their respective officers, directors and agents at all times after the date of this Agreement, from, against and in respect of any and all damage or deficiency resulting from (i) any misrepresentation, breach of warranty or nonfulfillment of any agreement or covenant made by FAIRVIEW in this Agreement or in any Schedule, statement, certificate or other document furnished or to be furnished to PAWC in connection with the transactions contemplated hereby, and (ii) any and all liabilities of FAIRVIEW of any nature, whether due or to become due, whether accrued, absolute, contingent or otherwise, existing on the Closing Date or arising out of any transaction entered into, any state of facts existing or any event occurring on or prior to such date.

9.2 INDEMNIFICATION BY PAWC. PAWC will indemnify and hold harmless FAIRVIEW at all times after the date of this Agreement, from, against and in respect of any and all

damage or deficiency resulting from (i) any misrepresentation, breach of warranty or nonfulfillment of any agreement or covenant made by PAWC as set forth in this Agreement or in any Schedule, statement, certification or other document furnished or to be furnished to FAIRVIEW, in connection with the transactions contemplated hereby, and (ii) any and all liabilities of PAWC of any nature, whether due or to become due, whether accrued, absolute, contingent or otherwise, existing on the Closing Date or arising out of any transaction entered into, any state of facts existing or any event occurring after the date of Closing.

## ARTICLE 10

### MISCELLANEOUS

10.1 REALTY TRANSFER TAXES. PAWC and FAIRVIEW agree to each pay one-half of any realty transfer taxes that may be due or owing as a result of the within transaction, and the parties agree to prorate any property taxes, if any.

10.2 SURVIVAL OF REPRESENTATIONS AND WARRANTIES. All representations, warranties and agreements made by FAIRVIEW and PAWC in this Agreement or pursuant hereto shall survive the Closing.

10.3 PENNSYLVANIA LAW TO GOVERN. This Agreement is being delivered in the Commonwealth of Pennsylvania and shall be construed and enforced in accordance with the laws of such State.

10.4 RISK OF LOSS. FAIRVIEW retains all risk of destruction, losses or damage to Acquired Assets due to fire or other casualty up to the Closing and agrees to maintain its current insurance coverage until the Closing. If prior to the Closing: (i) all or part of the Acquired Assets are

destroyed by fire or the elements or by any other cause; or (ii) all or a part of the Acquired Assets are taken by eminent domain, FAIRVIEW shall give prompt notice thereof to PAWC and PAWC may, by notice given to FAIRVIEW prior to Closing, elect to cancel this Agreement. In the event PAWC shall so elect, both parties shall be relieved and released of and from any further liability hereunder.

10.5 ACCESS AND INFORMATION. FAIRVIEW will give to authorized representatives of PAWC reasonable access during normal business hours throughout the period prior to Closing to all the properties, books, contracts, commitments, and records of FAIRVIEW relating to the Wastewater System, and furnish PAWC during such period with all such information relating thereto as PAWC may reasonably request. Within thirty (30) days of the execution of this Agreement, the FAIRVIEW shall provide PAWC with a complete list of customers, including names, service addresses, billing addresses, and meter sizes and serial numbers in meter reading route sequence. This complete list shall be updated at Closing and provided to PAWC at Closing so as to be true and correct on the date of Closing.

10.6 RIGHT OF ENTRY. After the date of this Agreement and until Closing, PAWC shall have the reasonable right to enter upon the property and facilities constituting the Wastewater System, after making reasonable prior arrangement with FAIRVIEW, for the purpose of making such inspections and investigations of the Wastewater System, including, but not limited to surveys, environmental assessments, and engineering studies, as PAWC deems reasonably necessary. PAWC shall indemnify and hold FAIRVIEW harmless from and against all losses, damages, demands, claims, suits and other liabilities, including attorney fees and other expenses of litigation, because of personal or bodily injury or property damage resulting from PAWC's presence at or use of the Wastewater System for such inspections and investigations. PAWC shall promptly (within

five (5) business days) return the surface of the property to substantially the same as before such inspections and investigations.

10.7 ENVIRONMENTAL ASSESSMENT. After the date of this Agreement and until the Closing Date, PAWC shall have the reasonable right to enter upon the property and facilities constituting the Wastewater System, after making reasonable prior arrangement with FAIRVIEW, for the purposes of conducting an environmental assessment of the Wastewater System.

Within sixty (60) calendar days after the date this Agreement is executed, PAWC shall notify FAIRVIEW in writing if the environmental assessment reveals the presence of oil or petroleum products or any hazardous or toxic wastes or materials or storage of fuel tanks or any other environmental hazard or contamination. Within thirty (30) days of the date of such notice, FAIRVIEW shall advise PAWC in writing as to whether FAIRVIEW can cure the environmental hazard or contamination. If FAIRVIEW is unable to cure any such environmental hazard or contamination, then PAWC shall have the right, in PAWC's sole discretion, to terminate this Agreement upon written notice to FAIRVIEW whereupon this Agreement shall be null and void, and neither party shall have further rights or obligations to the other hereunder.

#### 10.8 TERMINATION OF AGREEMENT.

10.8.1 If Closing does not occur by the one (1) year anniversary of the signing of this Agreement, with the full cooperation and diligent efforts of PAWC and FAIRVIEW, then either party may terminate this Agreement upon written notice to the other, and the parties shall be relieved of all rights and responsibilities hereunder, except as specified herein. In the event either party elects to terminate this Agreement due to the expiration of the one (1) year anniversary of the signing of this Agreement when the non-terminating party has proceeded in good faith, has met its obligations required hereunder for Closing and stands ready to close, the terminating party shall

reimburse the non-terminating party for its reasonable costs and expenses, including, but not limited to professional fees, legal fees, filing fees and costs incurred in reliance upon this Agreement up to a maximum amount of two hundred and fifty thousand (\$250,000) dollars. Such reimbursement shall be invoiced to the terminating party by the non-terminating party and shall be due within thirty (30) days of the date of such invoice.

10.9 TIME OF THE ESSENCE. Time shall be of the essence with respect to all matters and times contained in this Agreement. Time as set forth in this Agreement shall not be extended except by written agreement signed by all parties. Notwithstanding the foregoing, if any date specified for the giving or receipt of notice, or for the exercise of any right or option, or for Closing, shall fall on a Saturday, Sunday or legal holiday observed by local banking institutions, the date so specified shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

10.10 SECTION HEADINGS. The Section headings herein have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.

10.11 NOTICES. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class, postage prepaid, registered mail, return receipt requested:

To FAIRVIEW: Township of Fairview  
Robert P. Stanley, Jr., Chairman - Board of Supervisors  
599 Lewisberry Road  
New Cumberland, PA 17070

With a copy to (which shall not constitute notice):

Township of Fairview  
Manager  
599 Lewisberry Road

New Cumberland, PA 17070

To PAWC: Pennsylvania-American Water Company  
Susan Simms-Marsh, Esquire  
800 West Hershey Park Drive  
Hershey, PA 17033

10.12 SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and be binding upon the successors and assignees of PAWC and FAIRVIEW. No assignment of this Agreement will be permitted unless the assignment is approved in writing by the non-assigning party, which approval will not be unreasonably withheld.

10.13 NO THIRD PARTY BENEFICIARIES. Nothing herein expressed or implied is intended or should be construed to confer upon or give to any person other than the parties hereto and their successors and permitted assigns any rights or remedies under or by reason of this Agreement.

10.14 ENTIRE AGREEMENT. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements or understandings, written or oral, among the parties with respect to the subject matter hereof and is not intended to confer upon any person other than the parties hereto any benefit, right or remedy.

ATTEST:


TOWNSHIP OF FAIRVIEW  
Board of Supervisors

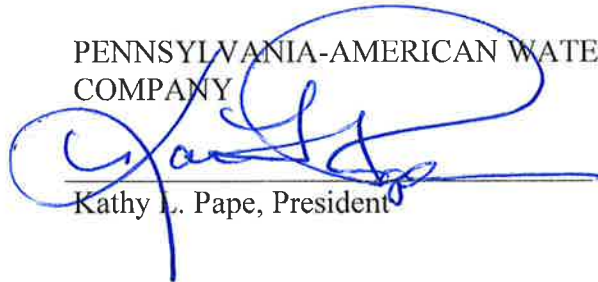
  
Secretary

  
Chairman

ATTEST:

PENNSYLVANIA-AMERICAN WATER  
COMPANY

  
Secretary

  
Kathy L. Pape, President

## List of Schedules

Schedule 1.2	Excluded Assets
Schedule 4.4	Permits and Compliance with Laws Generally
Schedule 4.5	Pending or Threatened Litigation
Schedule 4.6	Environmental Matters
Schedule 4.8	Real Estate
Schedule 4.9	Easements and Rights-of-Way
Schedule 4.10	Personalty
Schedule 4.11	Leases
Schedule 4.12	Contracts
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Schedule 6.2.2	Existing Wastewater Rates
Schedule 6.2.3	Phase 2 Collection System
Schedule 8.1.7	Certification of Financial Information
Schedule 8.1.9	Opinion of Counsel (FAIRVIEW)
Schedule 8.1.13	Permits Issued
Schedule 8.2.3	Opinion of Counsel (PAWC)

## Schedule 1.2

### Excluded Assets

Cash (excluding pre-paid Tap-In Fee Deposits)

Accounts Receivable

Equipment:

Two Way Radio Communications Equipment

2005 John Deere Tractor

2011 Ford F-550

Mitel Phone Equipment

Survey Equipment - Trimble System

Push Camera

## Schedule 4.4

### List of Permits and Compliance with Laws Generally

- NPDES - PA0081868
- NPDES - PA0081868 (Amendment No. 1)
- NPDES - PA0081868 (Amendment No. 2)
- NPDES - PA0082589



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

**AUTHORIZATION TO DISCHARGE UNDER THE  
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM  
DISCHARGE REQUIREMENTS FOR PUBLICLY OWNED  
TREATMENT WORKS (POTWs)**

**NPDES PERMIT NO. PA 0081868**

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.*,

**FAIRVIEW TOWNSHIP AUTHORITY  
599 LEWISBERRY ROAD  
NEW CUMBERLAND, PA 17070-2349**

is authorized to discharge from a facility known as **Fairview Township North STP**, located in **Fairview Township, York County** to the **Susquehanna River** in **Watershed 7-E** in accordance with effluent limitations, monitoring requirements and other conditions set forth in PARTs A, B, and C hereof.

**THIS PERMIT SHALL BECOME EFFECTIVE ON FEBRUARY 1, 2008.**

**THIS PERMIT SHALL EXPIRE AT MIDNIGHT ON JANUARY 31, 2013.**

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

1. If there is a conflict between the application, its supporting documents and/or amendments and the terms and conditions of this permit, the terms and conditions shall apply.
2. Failure to comply with the terms, conditions, or effluent limitations of this permit is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application. 40 CFR 122.41(a)
3. A complete application for renewal of this permit, or notice of intent to cease discharging by the expiration date, must be submitted to DEP at least 180 days prior to the above expiration date (unless permission has been granted by DEP for submission at a later date), using the appropriate NPDES permit application form. 40 CFR 122.41(b), 122.21(d)

In the event that a timely and complete application for renewal has been submitted and DEP is unable, through no fault of the permittee, to reissue the permit before the above expiration date, the terms and conditions of this permit, including submission of the Discharge Monitoring Reports (DMRs), will be automatically continued and will remain fully effective and enforceable against the discharger until DEP takes final action on the pending permit application. 25 Pa. Code 92.9.

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 JAN 25 2008

ISSUED BY   
Lee A. McDonnell, P.E.

DATE PERMIT AMENDMENT ISSUED \_\_\_\_\_

TITLE: **Water Management Program Manager**

**PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS****I. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS**

**A. For Outfall 001, Latitude 40°13'33", Longitude 76°51'34", River Mile Index 68.3, Stream Code 06685 Discharging to Susquehanna River**

which receives wastewater from the wastewater treatment plant.

1. The permittee is authorized to discharge during the period from February 1, 2008 through January 31, 2013.
2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements, Footnotes and Supplemental Information).

Discharge Parameter	Effluent Limitations						Monitoring Requirements	
	Mass Units (lbs/day) <sup>(1)</sup>		Concentrations (mg/L)			Minimum Measurement Frequency <sup>(3)</sup>	Required Sample Type	
	Monthly Average	Weekly Average	Minimum	Monthly Average	Weekly Average			Instantaneous Maximum <sup>(2)</sup>
Flow (mgd)	Report	Report Daily Max	XXX	XXX	XXX	Continuous	Measured	
Influent <sup>(4)</sup> (BOD <sub>5</sub> and TSS)	Report	Report Daily Max	XXX	Report	XXX	1/week	8-hr comp	
pH (S.U.)	XXX	XXX	6.0	XXX	XXX	1/day	Grab	
Dissolved Oxygen	XXX	XXX	5.0	XXX	XXX	1/day	Grab	
Total Residual Chlorine	XXX	XXX	XXX	0.5	XXX	1/day	Grab	
Total Suspended Solids	182	272	XXX	30	45	1/week	8-hr comp	
CBOD <sub>5</sub>	151	242	XXX	25	40	1/week	8-hr comp	
Total Phosphorus	12	XXX	XXX	2.0	XXX	1/week	8-hr comp	
Fecal Coliform (5/1 to 9/30)	XXX	XXX	XXX	200	XXX	1/week	Grab	
Fecal Coliform (10/1 to 4/30)	XXX	XXX	XXX	2,000	XXX	1/week	Grab	

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): at discharge from facility.

**PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS (Con't)****3. Additional Requirements:**

- a. The discharger may not discharge floating materials, oil, grease, scum, foam, sheen and substances which produce color, taste, turbidity, or settle to form deposits in concentrations or amounts sufficient to be, or creating a danger of being, inimical to the water uses to be protected or to human, animal, plant, or aquatic life. 25 Pa. Code 92.51(6)
- b. Except as otherwise specified in this permit, the 30-day average percent removal for 5-day carbonaceous biochemical oxygen demand (CBOD<sub>5</sub>) and Total Suspended Solids (TSS) shall not be less than 85 percent. 40 CFR 133.102
- c. Effective disinfection to control disease producing organisms from the period of May 1 to September 30 shall be the production of an effluent which will contain a concentration not greater than 200/100 ml of Fecal Coliform colonies as a geometric mean, nor greater than 1,000/100 ml of these colonies in more than 10 percent of the samples tested. 25 Pa Code 92.2c(b)(2)

**Footnotes:**

- (1) When sampling to determine compliance with mass effluent limitations, the discharge flow at the time of sampling must be measured and recorded.
- (2) The Instantaneous Maximum Discharge Limitations are for compliance use by DEP only. Do not report instantaneous maximums on DMRs or supplemental DMRs unless specifically required on those forms to do so.
- (3) This is the minimum number of sampling events required. Permittees are encouraged, and it may be advantageous in demonstrating compliance, to perform more than the minimum number of sampling events.
- (4) See PART C III.H for more information.

**Supplemental Information:**

- ° If the permit requires reporting of average weekly limitations, please follow the following guideline. If the "maximum average concentration" and the "maximum average mass loading" does not occur within the same week, both the highest weekly average concentration and the highest weekly average mass load should be reported, regardless of whether they both occur during the same calendar week.

**PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING, AND REPORTING REQUIREMENTS (Con't)**

**B. For Outfall 001, Latitude 40°13'33", Longitude 76°51'34", River Mile Index 68.3, Stream Code 06685 Discharging to Susquehanna River**  
which receives wastewater from the wastewater treatment plant.

1. The permittee is authorized to discharge during the period from February 1, 2008 through January 31, 2010.
2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and nutrient monitoring requirements apply (see also Additional Requirements).

Discharge Parameter	Effluent Limitations				Monitoring Requirements	
	Mass Load (lbs)		Concentrations (mg/l)		Minimum Measurement Frequency	Required Sample Type
	Monthly	Annual	Minimum	Monthly Average		
Ammonia---N	Report	Report	XXX	Report	1/Week	8-hr Comp
Kjeldahl---N	Report	XXX	XXX	Report	1/Week	8-hr Comp
Nitrate-Nitrite as N	Report	XXX	XXX	Report	1/Week	8-hr Comp
Total Nitrogen <sup>(1)</sup>	Report	Report	XXX	Report	1/Month	Calculate
Total Phosphorus <sup>(1)</sup>	Report	Report	XXX	Report	1/Week	8-hr Comp
Net Total Nitrogen <sup>(1)</sup>	Report	Report	XXX	XXX	1/Month	Calculate
Net Total Phosphorus <sup>(1)</sup>	Report	Report	XXX	XXX	1/Month	Calculate

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): at discharge from facility.

Footnotes:

(1) See PART C for Chesapeake Bay Requirements.

(2) This is the minimum number of sampling events required. Permittees are encouraged, and it may be advantageous in demonstrating compliance, to perform more than the minimum number of sampling events required.

**PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING, AND REPORTING REQUIREMENTS (Cont)**

C. For Outfall 001, Latitude 40°13'33", Longitude 76°51'34", River Mile Index 68.3, Stream Code 06685 Discharging to Susquehanna River which receives wastewater from the wastewater treatment plant.

1. The permittee is authorized to discharge during the period from February 1, 2010 through January 31, 2013.
2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following nutrient effluent limitations and nutrient monitoring requirements apply (see also Additional Requirements).

Discharge Parameter	Effluent Limitations				Monitoring Requirements		
	Mass Load(lbs)		Concentrations (mg/l)		Minimum Measurement Frequency	Required Sample Type	
	Monthly	Annual	Minimum	Monthly Average			Maximum
Ammonia--N	Report	Report	XXX	Report	XXX	1/Week	8-hr Comp
Kjeldahl--N	Report	XXX	XXX	Report	XXX	1/Week	8-hr Comp
Nitrate-Nitrite as N	Report	XXX	XXX	Report	XXX	1/Week	8-hr Comp
Total Nitrogen <sup>(1)</sup>	Report	Report	XXX	Report	XXX	1/Month	Calculate
Total Phosphorus <sup>(1)</sup>	Report	Report	XXX	Report	XXX	1/Week	8-hr Comp
Net Total Nitrogen <sup>(1)</sup>	Report	13,333	XXX	XXX	XXX	1/Month	Calculate
Net Total Phosphorus <sup>(1)</sup>	Report	1,778	XXX	XXX	XXX	1/Month	Calculate

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): at discharge from facility.

Footnotes:

- (1) See PART C for Chesapeake Bay Requirements.
- (2) This is the minimum number of sampling events required. Permittees are encouraged, and it may be advantageous in demonstrating compliance, to perform more than the minimum number of sampling events required.

## II. DEFINITIONS

*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.

*Average* refers to the use of an arithmetic mean, unless otherwise specified in this permit. 40 CFR 122.41(l)(4)(iii)

*Best Management Practices (BMPs)* means schedules of activities, prohibitions of practices, maintenance procedures and other management practices to prevent or reduce the pollution to surface waters of the Commonwealth. 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. 25 Pa. Code 92.1

*Bypass* means the intentional diversion of waste streams from any portion of a treatment facility. 40 CFR 122.41(m)(1)(i)

*Calendar Week* is defined as the seven consecutive days from Sunday through Saturday, unless the permittee has been given permission by the Department to provide weekly data as Monday through Friday based on showing excellent performance of the facility and a history of compliance. In cases when the week falls in two separate months, the month with the most days in that week shall be the month for reporting.

*Clean Water Act* means the Federal Water Pollution Control Act, as amended. (33 U.S.C.A. §§1251 to 1387).

*Composite Sample* (for all except GC/MS volatile organic analysis) means a combination of individual samples (at least eight for a 24-hour period or four for an 8-hour period) of at least 100 milliliters (mL) each obtained at spaced time intervals during the compositing period. The composite must be flow-proportional; either the volume of each individual sample is proportional to discharge flow rates, or the sampling interval is proportional to the flow rates over the time period used to produce the composite. EPA Form 2C

*Composite Sample* (for GC/MS volatile organic analysis) consists of at least four aliquots or grab samples collected during the sampling event (not necessarily flow proportioned). The samples must be combined in the laboratory immediately before analysis and then one analysis is performed. EPA Form 2C

*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.

*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. 25 Pa. Code 92.1 and 40 CFR 122.2

*Daily Maximum Discharge Limitation* means the highest allowable "daily discharge."

*Discharge Monitoring Report (DMR)* means the DEP or EPA supplied form(s) for the reporting of self-monitoring results by the permittee. 40 CFR 122.2

*Estimated Flow* means any method of liquid volume measurement 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.

*Geometric Mean* means the average of a set of n sample results given by the nth root of their product.

*Grab Sample* means an individual sample of at least 100 mL collected at a randomly selected time over a period not to exceed 15 minutes. EPA Form 2C

*Hazardous Substance* means any substance designated under 40 CFR Part 116 pursuant to Section 311 of the Clean Water Act. 40 CFR 122.2

*Immersion Stabilization (i-s)* means a calibrated device is immersed in the wastewater until the reading is stabilized.

*Indirect Discharger* means a person who discharges sewage, industrial waste or other pollutants into a treatment works. 25 Pa. Code 92.1

*Industrial User* means those industries identified in the Standard Industrial Classification Manual, Office of Management and Budget, 1987, as amended and supplemented, under the category "Division D-Manufacturing" and other classes of significant waste producers, as by regulation, the Administrator deems appropriate. 25 Pa. Code 92.1

*Instantaneous Maximum* means the highest allowable discharge of a concentration of a substance at any one time as measured by a grab sample. 25 Pa. Code 92.1

*Measured Flow* means any method of liquid volume measurement, the accuracy of which has been previously demonstrated in engineering practice, or for which relationship to absolute volume has been obtained.

*Monthly Average Discharge Limitation* means the highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

*Municipality* means a city, town, borough, county, parish, district, association or other public body created by or pursuant to State law and having jurisdiction over disposal of sewage, industrial wastes, or other wastes, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under § 1288 of the Clean Water Act. 40 CFR 122.2

*Publicly Owned Treatment Works (POTW)* means a treatment works as defined by § 212. of the Clean Water Act, owned by a municipality. The definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes or other conveyances if they convey wastewater to a POTW providing treatment. 25 Pa Code 92.1 and 40 CFR 122.2

*Severe Property Damage* means substantial physical damage to property, damage to the treatment facilities that causes them to become inoperable, or substantial and permanent loss of natural resources that 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. 40 CFR 122.41(m)(1)(ii)

*Stormwater* means the runoff from precipitation, snow melt runoff, and surface runoff and drainage. 25 Pa. Code 92.1

*Stormwater Associated With Industrial Activity* means the discharge from any conveyance which is used for collecting and conveying stormwater and which is directly related to manufacturing, processing or raw materials storage areas as defined at: 40 CFR 122.26(b)(14) and 25 Pa. Code 92.1.

*Toxic Pollutant* means 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 may, on the basis of information available to DEP cause death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfunctions, including malfunctions in reproduction, or physical deformations in these organisms or their offspring. 25 Pa. Code 92.1

*Weekly Average Discharge Limitation* means the highest allowable average of "daily discharges" over a calendar week, calculated as the sum of all "daily discharges" measured during a calendar week divided by the number of "daily discharges" measured during that week.

### III. SELF-MONITORING, REPORTING AND RECORDKEEPING

#### A. Representative Sampling 40 CFR 122.41(j)(1)

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

2. Records Retention 40 CFR 122.41(j)(2)

Except for records of monitoring information required by this permit related to the permittee's 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 years from the date of the sample measurement, report or application. The three-year period shall be extended as requested by DEP or the EPA Regional Administrator.

3. Recording of Results 40 CFR 122.41(j)(3)

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

- a. The exact place, date and time of sampling or measurements.
- b. The person(s) who performed the sampling or measurements.
- c. The date(s) the analyses were performed.
- d. The person(s) who performed the analyses.
- e. The analytical techniques or methods used; and the associated detection level.
- f. The results of such analyses.

4. Test Procedures 40 CFR 122.41(j)(4)

Facilities that test or analyze environmental samples used to demonstrate compliance with this permit shall be in compliance with laboratory accreditation requirements of Act 90 of 2002 (27 Pa. C.S. §§ 4101-4113), relating to environmental laboratory accreditation. Unless otherwise specified in this permit, the test procedures for the analysis of pollutants shall be those approved under 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 Subpart J of 25 Pa. Code Chapter 271), or alternate test procedures approved pursuant to those parts, unless other test procedures have been specified in this permit.

5. Quality/Assurance/Control

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

- a. The permittee, or its designated laboratory, shall participate in the periodic scheduled quality assurance inspections conducted by DEP and EPA. 40 CFR 122.41(e), 122.41(i)(3)
- b. The permittee, or its designated laboratory, shall develop and implement a program to assure the quality and accurateness of the analyses performed to satisfy the requirements of this permit, in accordance with 40 CFR Part 136. 40 CFR 122.4(j)(4)

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. 40 CFR 122.41(e) and 40 CFR 122.44(i)(1)
2. Unless instructed otherwise in PART C of this permit, a properly completed DMR must be received by the following address within 28 days after the end of each monthly report period:

Department of Environmental Protection  
Water Management Program  
909 Elmerton Avenue  
Harrisburg, PA 17110-8200

3. The completed DMR Form shall be signed and certified either by the following applicable person, as defined in 25 Pa. Code § 92.23:

- For a corporation - by a principal executive officer of at least the level of vice president, or an authorized representative, if the representative is responsible for the overall operation of the facility from which the discharge described in the NPDES form originates.
- For a partnership or sole proprietorship - by a general partner or the proprietor, respectively.
- For a municipality, state, federal, or other public agency - by a principal executive officer or ranking elected official.

If signed by a person other than the above, written notification of delegation of DMR signatory authority must be submitted to DEP in advance of or along with the relevant DMR form.

4. If the permittee monitors any pollutant at monitoring points as designated by this permit, using analytical methods described in PART A III.A.4. herein, 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 40 CFR 122.41(l)(1) - The permittee shall give notice to DEP as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required 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 40 CFR §122.29(b).
- 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 this permit, nor to notification requirements under 40 CFR §122.42(a) (1).
- 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 Noncompliance

The permittee shall give advance notice to DEP of any planned changes in the permitted facility or activity that may result in noncompliance with permit requirements. 40 CFR 122.41(l)(2)

3. Unanticipated Noncompliance or Potential Pollution Reporting

- a. Immediate Reporting - The permittee shall report incidents causing or threatening pollution in accordance with the requirements of 25 Pa. Code Section 91.33. If because of an accident, other activity, or incident a toxic substance or another substance which would endanger users downstream from the discharge, or would otherwise result in pollution or create a danger of pollution or would damage property, the permittee shall immediately notify the Department by telephone of the location and nature of the danger and if reasonably possible to do so, notify downstream users of the waters of the Commonwealth to which the substance was discharged. Such notice shall include the location and nature of the danger. The permittee shall immediately take or cause to be taken steps necessary to prevent injury to property and downstream users of the waters from pollution or a danger of pollution and, in addition, within 15 days from the incident, shall remove the residual substances contained thereon or therein from the ground and from the affected waters of this Commonwealth to the extent required by applicable law.

b. The permittee shall report any noncompliance which may endanger health or the environment in accordance with the requirements of 40 CFR 122.41(l)(6). These requirements include the following obligations:

(1) 24-Hour Reporting - The permittee shall orally report any noncompliance with this permit which may endanger health or the environment within 24 hours from the time the permittee becomes aware of the circumstances. The following shall be included as information which must be reported within 24 hours under this paragraph:

(a) Any unanticipated bypass which exceeds any effluent limitation in the permit;

(b) Any upset which exceeds any effluent limitation in the permit; and

(c) Violation of the maximum daily discharge limitation for any of the pollutants listed in the permit as being subject to the 24-hour reporting requirement. Note: see 40 CFR 122.44(g).

(ii) Written Report - A written submission shall also be provided within five days of the time the permittee becomes aware of any noncompliance which may endanger health or the environment. 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.

(iii) Waiver of Written Report - DEP may waive the written report on a case-by-case basis if the associated oral report has been received within 24 hours from the time the permittee becomes aware of the circumstances which may endanger health or the environment. Unless such a waiver is expressly granted by the Department, the permittee shall submit a written report in accordance with this paragraph. 40 CFR 122.41(l)(6)(iii)

#### 4. Other Noncompliance

The permittee shall report all instances of noncompliance not reported under paragraph C.3 of this section or specific requirements of compliance schedules, at the time DMRs are submitted. The reports shall contain the information listed in paragraph C.3.b.(ii) of this section. 40 CFR 122.41(l)(7)

**PART B**

**.. MANAGEMENT REQUIREMENTS**

A. Compliance Schedules 25 Pa. Code 92.55 and 40 CFR 122.47(a).

1. The permittee shall achieve compliance with the terms and conditions of this permit within the time frames specified in this permit.
2. The permittee shall submit reports of compliance or noncompliance, or progress reports as applicable, for 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. 40 CFR 122.47(a)(4)

B. Permit Modification, Termination, or Revocation and Reissuance

1. This permit may be modified, terminated, or revoked and reissued during its term in accordance with Title 25 Pa. Code 92.51(2) and 40 CFR 122.41(f).
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 noncompliance, does not stay any permit condition. 40 CFR 122.41(f)
3. In the absence of DEP 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. 40 CFR 122.41(a)(1)

C. Duty to Provide Information

1. The permittee shall furnish to DEP, within a reasonable time, any information which DEP may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. 40 CFR 122.41(h)
2. The permittee shall furnish to DEP, upon request, copies of records required to be kept by this permit. 25 Pa. Code 92.51(3)(ii) and 40 CFR 122.41(h)
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 DEP, it shall promptly submit the correct and complete facts or information. 40 CFR 122.41(l)(8)
4. The permittee shall provide the following information in the annual Municipal Wasteload Management Report, required under the provisions of Title 25 Pa. Code Chapter 94 unless a more stringent time period is required by law, regulation or permit condition in which case the more stringent time period will apply:
  - a. A 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 directly discharging pollutants. 40 CFR 122.42(b)(1)
  - b. A substantial change in the volume or character of pollutants being introduced into the POTW by an indirect discharger introducing pollutants into the POTW at the time of issuance of this permit. 40 CFR 122.42(b)(2)
  - c. Information on the quality and quantity of the effluent introduced into the POTW by an industrial user or an indirect discharger and the anticipated impact of the change in the quality and quantity of effluent to be discharged from the POTW. 40 CFR 122.42(b)(3)
  - d. The identity of the 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 estimate concentration of each pollutant discharged into the POTW by the industrial user. 25 Pa. Code 92.53(c)

- e. The POTW shall require all industrial users of the treatment works to comply with the reporting requirements of Sections 204(b), 307, and 308 of the Clean Water Act and regulations thereunder. 25 Pa. Code 92.53(c)

D. Proper Operation and Maintenance

1. The permittee shall employ operator's certified in compliance with the Water and Wastewater Systems Operators Certification Act (63 P.S. §§ 1001-1015.1).
2. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) 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 that are installed by the permittee, only when necessary to achieve compliance with the terms and conditions of this permit. 40 CFR 122.41(e)

E. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge, sludge use, or disposal in violation of this permit that has a reasonable likelihood of adversely affecting human health or the environment. 40 CFR 122.41(d)

F. Bypassing

1. Bypassing Not Exceeding Permit Limitations - The permittee may allow a bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions in paragraphs 2, 3, and 4 of this section. 40 CFR 122.41(m)(2)
2. Other Bypassing - In all other situations, bypassing is prohibited and DEP may take enforcement action against the permittee for bypass unless:
  - a. A bypass is unavoidable to prevent loss of life, personal injury, or "severe property damage." 40 CFR 122.41(m)(4)(i)(A)
  - 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 judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance. 40 CFR 122.41(m)(4)(i)(B)
  - c. The permittee submitted the necessary notice required in F.4.a and b below. 40 CFR 122.41(m)(4)(i)(C)
3. DEP may approve an anticipated bypass, after considering its adverse effects, if DEP determines that it will meet the conditions listed in F.2 above. 40 CFR 122.41(m)(4)(ii)
4. Notice
  - a. Anticipated Bypass – If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible, at least ten days before the bypass.
  - b. Unanticipated Bypass
    - (1) The permittee shall submit immediate notice of an unanticipated bypass causing or threatening pollution. The notice shall be in accordance with PART A III.C.3.a.
    - (2) The permittee shall submit oral notice of any other unanticipated bypass within 24 hours, regardless of whether the bypass may endanger health or the environment or whether the bypass exceeds effluent limitations. The notice shall be in accordance with PART A III.C.3.b.

## II. 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 DEP; 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 noncompliance).

Shall upon conviction, be punished by a fine and/or imprisonment as set forth in 18 Pa. C. S. A. § 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. Need to Halt or Reduce Activity Not a Defense

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. 40 CFR 122.41(c)

## III. OTHER RESPONSIBILITIES

### A. Right of Entry

Pursuant to Sections 5(b) and 305 of Pennsylvania's Clean Streams Law, and Title 25 Pa. Code Chapter 92 and 40 CFR § 122.41(i), the permittee shall allow authorized representatives of DEP and EPA, 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. 25 Pa. Code 92.51(3)(i) and 40 CFR 122.41(i)(1)
2. To have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit. 25 Pa. Code 92.51(3)(ii) and 40 CFR 122.41(i)(2)
3. To inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required under this permit. 40 CFR 122.41(i)(3)

4. To sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act or The Clean Streams Law, any substances or parameters at any location. 40 CFR 122.41(i)(4)

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 this 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 the Clean Water Act. 40 CFR 122.61(a)
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 DEP at least 30 days in advance of the proposed transfer date in paragraph 2.b of this section. 25 Pa. Code 92.71a(1) and 40 CFR 122.61(b)(1)
  - b. The notice includes the appropriate DEP transfer form signed by the existing and new permittees containing a specific date for transfer of permit responsibility, coverage and liability between them. 25 Pa. Code 92.71a(2) and 40 CFR 122.61(b)(2)
  - c. If DEP does not notify the existing permittee and the proposed new permittee of its intent to modify or revoke and reissue this permit, the transfer is effective on the date specified in the agreement mentioned in paragraph 2.b of this section. 25 Pa. Code 92.71a(3) and 40 CFR 122.61(b)(3)
  - d. The new permittee is in compliance with existing Department issued permits, regulations, orders, and schedules of compliance, or that any noncompliance with the existing permits has been resolved by an appropriate compliance action or by the terms and conditions of the permit (including compliance schedule set forth in the permit), consistent with § 92.55 (relating to schedules of compliance) and other appropriate Department regulations. 25 Pa. Code 92.71a(4)
3. In the event DEP does not approve transfer of this 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. 40 CFR 122.41(g)

D. Duty to Reapply

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for a new permit. 40 CFR 122.21(d)

E. Other Laws

The issuance of this 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**

**I. SCHEDULE**

**A. Timing For Effective Dates Of Effluent Limitations.** The following schedule applies to effluent limitations in this permit:

<u>Provision Containing Effluent Limitation</u>	<u>Effective Date</u>
PART A I.A.2	February 1, 2008 thru January 31, 2013
PART A I.B.2	February 1, 2008 thru January 31, 2010
PART A I.C.2	February 1, 2010 thru January 31, 2013

The permittee shall achieve compliance with all other terms and conditions of this permit upon the effective date of the permit, unless otherwise specified.

**B. Compliance Schedule.** The permittee shall be in compliance with effluent limitations for Nitrogen and Phosphorus contained in PART A I.C.2, or terminate this discharge, in accordance with the following schedule:

<u>Activity</u>	<u>Due Date</u>
1. Submit Update to Act 537 Sewage Facilities Plan	Not Applicable
2. Submit WQM Part II Permit Application	April 1, 2008
3. Award Contract for Construction or Begin Implementation	August 1, 2008
4. Construction or Implementation Progress Report(s)	Quarterly Reporting Required
5. Issue Certification of Substantial Completion (Plant Fully Operational)	February 1, 2010
6. Compliance with effluent limitations	September 30, 2011

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

NPDES Compliance Specialist  
Department of Environmental Protection  
Water Management Program  
909 Elmerton Avenue  
Harrisburg, PA 17110-8200

**D.** Each notice of noncompliance, at a minimum, shall include the following information:

1. A description of the noncompliance.
2. A description of any actions taken or proposed by the permittee to comply with the elapsed schedule requirement.
3. A description of any factors which tend to explain or mitigate the noncompliance.
4. An estimate of the date that compliance with the elapsed schedule requirement will be achieved and an assessment of the probability that the next scheduled requirement will be met on time.
5. A revised schedule of compliance for Department approval.

**E.** The permittee should contact the compliance specialist indicated in the event of anticipated noncompliance with any of a compliance schedule activities listed, seven days prior to the due date of the activity.

## II. CHESAPEAKE BAY NUTRIENT REQUIREMENTS

### A. General

1. The Net Total Nitrogen and Net Total Phosphorus mass load effluent limitations in PART A I.B and A I.C are required in order to meet the downstream water quality standards of the State of Maryland, as required by 25 Pa. Code Chapter 92, the federal Clean Water Act and implementing regulations. These effluent limitations do not reflect credits applied or sold or offsets applied, during this permit cycle.
2. The Total Nitrogen and Total Phosphorus Mass Load (actual mass load being discharged) shall be reported in the monthly Supplemental Discharge Monitoring Reports ("Supplemental DMR"). The total mass load will not equal the net total mass load if credits are applied or sold, or if offsets are applied. The mass loads for compliance purposes are "Net Total Nitrogen" and "Net Total Phosphorus" reported as pounds per year on the Discharge Monitoring Report. Instruction for tracking credits and offset came be found in PART C II.C.10 – Tracking Offsets and Credits. The number of credits purchased can be determined by viewing the Department's Nutrient Trading Website at <http://www.dep.state.pa.us> Keyword "Nutrient Trading". The number of credits applied or sold, or offsets applied may change during the compliance year and subsequent truing period.
3. The Definitions in paragraph B apply to terms used in PART A and in the Supplemental DMR forms.
4. The Annual Nutrient Summary DMR shall be submitted no later than November 28<sup>th</sup> following the end of a compliance year for determination of compliance with the Net Total Nitrogen and Net Total Phosphorus Effluent Limits.

### B. Definitions

1. Monthly Total Mass Load (lbs) = The sum of the actual daily discharge loads (lb/d) divided by the number of samples per month multiplied by the number of days in the month. Daily discharge load (lb/d) = Daily flow (MGD) on the day of sampling, multiplied by that day's sample concentration (mg/l) multiplied by 8.34.
2. Annual Total Mass Load (lbs) = The sum of the Monthly Total Mass Loads for one year beginning October 1st and ending September 30th.
3. Total Nitrogen = Kjeldahl-N plus Nitrate-Nitrite as N.
4. Compliance Year = The year long period starting October 1 and ending September 30. The compliance year will be named for the year in which it ends. Example: The period of October 1, 2010 through September 30, 2011 is compliance year 2011.
5. Truing period = the time allowed at the end of each compliance year for any entity to come into compliance through the application of credits towards the Net Total Mass Loads. This truing period will start on October 1st and end on November 28 of the same calendar year. During this period, compliance for the specified year may be achieved by using registered credits that were generated during that compliance year. Example: Credits that are used to achieve compliance in compliance year 2011 must have been generated during compliance year 2011.
6. Monthly Net Mass Load = Monthly Total Mass Load + Total Credits sold during the month – Total Credits applied during the month – (Offsets applied/12)
7. Annual Net Mass Load (lb/year) = The sum of the Monthly Net Mass Loads for one year beginning October 1st and ending September 30th.
8. Certification: Written approval by the Department for the use of proposed or implemented activities to generate credits and/or offsets. Certifications are based on at least: 1) a credit or offset proposal to be submitted describing the qualifying activities that will reduce the nutrient loadings delivered to the Chesapeake Bay, 2) the calculation to quantify the pounds of reductions expected, and 3) a verification plan that, when implemented, ensures that the qualifying nutrient reduction activities have taken place.

9. **Verification:** Implementation of the verification plan contained in a certified credit or offset proposal as required by the Department. Verification plans require annual submittal of documentation to the Department that demonstrates that the qualifying nutrient reduction activities have taken place for the applicable compliance year.
10. **Registration:** Approval by the Department of the use of credits or offsets in a permit. Registration will not occur until credits have been certified and verified, and for credits a trading contract has been submitted to the Department. The Department will register credits on an annual basis for use during the compliance year in which the qualifying nutrient reduction activities have taken place, and provide such credits with an annual registry number for reporting and tracking purposes.

C. Nutrient Credits and Offsets

1. Credit = The unit of compliance that corresponds with a pound of reduction of TP, TN or sediment as recognized by the Department which, when registered by the Department, may be used to comply with effluent limits.
2. Offset = Verb - The act of reducing the aggregate production of nutrients from an action or activity by use of a complimentary action, activity or technology on that site or directly related to the activity. Noun - The load in pounds of nitrogen or phosphorus created by an action, activity, or technology that is available to apply against the proposed load to be generated. Offsets are not the same as credits as they cannot be directly bought, sold or transferred between owners, projects, or properties.
3. The permittee is authorized to apply nitrogen and phosphorus credits to this permit in order to comply with the Net Total Nitrogen and Net Total Phosphorus annual mass load effluent limits, when the credits are recognized by the Department through a trading program administered by the Department pursuant to "Final Trading of Nutrient and Sediment Reduction Credits – Policy and Guidelines," including all Attachments and Appendices.
4. Credits may be applied to the compliance obligations of this permit up until November 28 of the calendar year at the end of the current compliance period (e.g., if the period is the 12 months following September 30, 2010, credits may be applied up until November 28, 2011).
5. Whenever credits are applied or sold report the following, using the Supplemental DMR form:
  - Provide the registry number and trade effective dates.
  - Provide the type (nitrogen, phosphorus) and the number of credits purchased or sold of each.
6. Any time a contract expires during the term of this permit, the Department must be notified 30 days prior to the contract expirations and either a new contract provided or a discussion on how compliance with this permit will be achieved.
7. All credit transactions must be on the DEP's Trading website which can be viewed at: [www.dep.state.pa.us](http://www.dep.state.pa.us) Keyword "Nutrient Trading".
8. Offsets approved by DEP are to be reported and used in calculating the net monthly mass load.
9. All credits must be certified by the Department and verified for the year in which they are used for compliance with this permit.
10. Tracking Offsets and Credits:
  - a. Credits – The use of credits shall be tracked on supplemental DMR forms provided with this permit. As identified on the forms entitled *DMR Supplemental-Nitrogen* and *DMR Supplemental-Phosphorus* the forms shall be submitted when a registered credit is used to satisfy effluent limits. Additionally, *the Annual Nutrient Summary DMR* shall be submitted no later than November 28<sup>th</sup> following the end of the compliance year. Credits are only for the compliance year in which they are used and must be reported each year.

- b. Offsets – The use of offsets shall be tracked on supplemental DMR forms provided with this permit. As identified on the forms entitled *DMR Supplemental-Nitrogen* and *DMR Supplemental-Phosphorus*, the forms shall be submitted when offsets are claimed. Additionally, the *Annual Nutrient Summary DMR* shall be submitted no later than November 28<sup>th</sup> following the end of the compliance year. Some offsets will be deemed as permanent and can be claimed each year. Offsets must be reported each year during the permit cycle. Offsets deemed to be permanent can be used to adjust cap loads in future permits.

If an offset is approved during the compliance year, the offset generated shall be divided by twelve and applied to each monthly net mass load after the offset is approved. For example, 40-homes formerly utilizing on-lot systems are placed on public sanitary sewer service. The Nitrogen offset of 25 lbs/year per home would be applicable. The offsets are approved in May of the compliance year, so the offset would be applied as follows:

$$(40\text{-homes} \times 25 \text{ lbs / home}) / 12 \text{ months} = 83 \text{ lbs/month}$$

For each month following approval of the offset, 83 lbs of Nitrogen will be applied as an offset each month to the Monthly Net Mass Load.

D. Offsets granted by connection of retired on-lot systems.

The permittee is responsible to maintain records that show that the on-lot systems existed or were put in place prior to January 1, 2003, and eliminated by connecting the dwellings to the sewage conveyance system after January 1, 2003. These records must verify when the on-lot system was built, when the on-lot system was taken out of service, and when the dwelling was connected to the sewage conveyance system. These records must be maintained by the permittee as long as the offsets are counted toward the permittee's cap load. The permittee must make these records available for public inspection.

#### OTHER REQUIREMENTS

- A. No stormwater from pavements, areaways, roofs, foundation drains or other sources shall be admitted directly to the sanitary sewers associated with the herein approved discharge.
- B. 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.
- C. Collected screenings, slurries, sludges, and other solids shall be handled and disposed of in compliance with the Solid Waste Management Act (35 P.S. Sections 6018.101 - 6018.1003), and in a manner equivalent to the requirements indicated in Chapters 271, 273, 275, 283, and 285 (relating to permits and requirements for landfilling, land application, incineration, and storage of sewage sludge), Federal Regulation 40 CFR Parts 501 and 503, The Clean Streams Law, and the Federal Clean Water Act and its amendments.
- D. The permittee shall complete all Supplemental Reporting forms provided by the Department in this permit (or an approved equivalent), and submit the signed, completed forms to the Department on a monthly basis with the DMR, in accordance with PART A III.B of this permit.
- E. The permittee shall not accept hauled-in wastes under the following conditions, unless otherwise approved by the Department in writing:
- When acceptance of hauled-in wastes would cause a hydraulic or organic overload as defined in Chapter 94.1 of the Department's regulations.
  - When the treatment facility is considered to be in an existing hydraulic or organic overload condition, as determined by the permittee or the Department, as defined in Chapter 94.1 of the Department's regulations.

- ° When the instantaneous flow at the treatment facility exceeds 3.618 MGD (the Chapter 94 hydraulic design capacity of the facility multiplied by a peaking factor of three), and for 24 hours following exceedance of this threshold.
- F. By March 31 of each year, the permittee shall submit a "Solids Management Inventory" to the Department with the Municipal Wasteload Management Report required by Chapter 94. The inventory shall include the following information for the preceding year, at a minimum: average annual flow (MGD), average influent BOD<sub>5</sub> (mg/l), average effluent CBOD<sub>5</sub> (mg/l), total volume of sludge wasted (gallons), average solids concentration of return or waste sludge flow (mg/l), and total sludge (biosolids) generated (wet or dry tons).
- G. All flows reported on DMRs and Supplemental Reporting forms shall include septage and all other hauled-in wastes. In addition, all hauled-in wastes shall be recorded on a daily basis on the Supplemental DMR.
- H. Composite influent samples shall be collected and analyzed for BOD<sub>5</sub> and Total Suspended Solids. Influent samples shall be collected at a location that is representative of all flows and loadings received by the facility. The influent mass BOD<sub>5</sub> loading to the plant, including all hauled-in wastes, shall be used for the development of annual Municipal Wasteload Management Reports.
- I. The Total Nitrogen (expressed as N) content of an aqueous sample is determined by adding the individual analytical results (expressed as N) for Total Kjeldahl Nitrogen, Nitrite-Nitrogen, and Nitrate-Nitrogen. Total Kjeldahl Nitrogen is the sum of Organic Nitrogen and Ammonia Nitrogen as determined by the Kjeldahl method.
- J. The permittee shall ensure that applied chlorine, used for disinfection or other purposes, is optimized to the degree necessary to minimize the total residual chlorine in the discharge. In doing so, the permittee shall consider relevant factors affecting chlorine dosage, such as wastewater characteristics, mixing and contact times, and desired result of chlorination.
- K. Use of tertiary nutrient filtration to meet nutrient effluent limitations shall be subject to the following requirements. The tertiary nutrient filters shall be operated at all times and treat up to the design flow capacity of the tertiary nutrient filters. Tertiary nutrient filtration shall be designed to treat at a minimum, the annual average daily design flow used to determine effluent limitations for this facility. NPDES compliance sampling for Total Nitrogen and/or Total Phosphorus shall be conducted in accordance with the nutrient requirements in PART A I.C.2 on any day the wastewater flow is diverted around the tertiary nutrient filters. To clarify, this may require sampling more often than is specified in PART A of this permit. The information shall be reported monthly supplemental to the Discharge Monitoring Report.

#### IV. SUPPLEMENTAL INFORMATION

- A. The hydraulic design capacity of 1.206 million gallons per day for the treatment facility is used to prepare the annual Municipal Wasteload Management Report to help determine whether a "hydraulic overload" situation exists, as defined in Title 25 Pa. Code Chapter 94.
- B. The effluent limitations for this outfall were determined using an effluent discharge rate of 0.726 million gallons per day.
- C. The organic design capacity of 967 lbs BOD<sub>5</sub> per day for the treatment facility is used to prepare the annual Municipal Wasteload Management Report to determine whether an "organic overload" condition exists, as defined in 25 Pa. Code Chapter 94.



**pennsylvania**  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

**AUTHORIZATION TO DISCHARGE UNDER THE  
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM  
DISCHARGE REQUIREMENTS FOR PUBLICLY OWNED  
TREATMENT WORKS (POTWs)**

**NPDES PERMIT NO: PA0081868  
Amendment No. 1**

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.*,

**Fairview Township  
599 Lewisberry Road  
New Cumberland, PA 17070-2510**

is authorized to discharge from a facility known as **Fairview Township North STP**, located in **Fairview Township, York County**, to **Yellow Breeches Creek** in Watershed(s) 7-E in accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts A, B and C hereof.

**THIS PERMIT SHALL BECOME EFFECTIVE ON SEPTEMBER 1, 2012**

**THIS PERMIT SHALL EXPIRE AT MIDNIGHT ON JUNE 30, 2013**

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

1. If there is a conflict between the application, its supporting documents and/or amendments and the terms and conditions of this permit, the terms and conditions shall apply.
2. Failure to comply with the terms, conditions or effluent limitations of this permit is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application. (40 CFR 122.41(a))
3. A complete application for renewal of this permit, or notice of intent to cease discharging by the expiration date, must be submitted to DEP at least 180 days prior to the above expiration date (unless permission has been granted by DEP for submission at a later date), using the appropriate NPDES permit application form. (40 CFR 122.41(b), 122.21(d))

In the event that a timely and complete application for renewal has been submitted and DEP is unable, through no fault of the permittee, to reissue the permit before the above expiration date, the terms and conditions of this permit, including submission of the Discharge Monitoring Reports (DMRs), will be automatically continued and will remain fully effective and enforceable against the discharger until DEP takes final action on the pending permit application. (25 Pa. Code 92a.7(b), (c))

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

DATE PERMIT ISSUED June 12, 2008  
DATE PERMIT AMENDMENT ISSUED AUG 10 2012

ISSUED BY Maria D. Bebenek  
Maria D. Bebenek, P.E.  
Acting Clean Water Program Manager  
Southcentral Regional Office

**PART A. EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS**

I. A. For Outfall 001, Latitude 40° 13' 33.30", Longitude 76° 51' 34.00", River Mile Index 68.3, Stream Code 06685

Receiving Waters: Susquehanna River

Type of Effluent: Sewage Effluent

1. The permittee is authorized to discharge during the period from September 1, 2012 through June 30, 2013.
2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements and Footnotes).

Parameter	Effluent Limitations						Monitoring Requirements	
	Mass Units (lbs/day) <sup>(1)</sup>		Concentrations (mg/L)			Instant. Maximum	Minimum <sup>(2)</sup> Measurement Frequency	Required Sample Type
	Average Monthly	Daily Maximum	Minimum	Average Monthly	Weekly Average			
Flow (MGD)	Report	Report	XXX	XXX	XXX	XXX	Continuous	Measured
pH	XXX	XXX	6.0	XXX	XXX	9.0	1/day	Grab
Dissolved Oxygen	XXX	XXX	5.0	XXX	XXX	XXX	1/day	Grab
Total Residual Chlorine	XXX	XXX	XXX	0.5	XXX	1.6	1/day	Grab
CBOD5	151	242 Wkly Avg	XXX	25	40	50	1/week	8-Hr Composite
BOD5	Report	Report	XXX	Report	XXX	XXX	1/week	8-Hr Composite
Raw Sewage Influent	Report	Report	XXX	Report	XXX	XXX	1/week	8-Hr Composite
Total Suspended Solids	Report	Report	XXX	Report	XXX	XXX	1/week	8-Hr Composite
Raw Sewage Influent	Report	272 Wkly Avg	XXX	30	45	60	1/week	8-Hr Composite
Total Suspended Solids	182	XXX	XXX	200	XXX	XXX	1/week	8-Hr Composite
Fecal Coliform (CFU/100 ml)	XXX	XXX	XXX	Geo Mean	XXX	XXX	1/week	Grab
May 1 - Sep 30								

Outfall 001, Continued (from September 1, 2012 through June 30, 2013)

Parameter	Effluent Limitations						Monitoring Requirements	
	Mass Units (lbs/day) (1)		Concentrations (mg/L)			Instant. Maximum	Minimum (2) Measurement Frequency	Required Sample Type
	Average Monthly	Daily Maximum	Minimum	Average Monthly	Weekly Average			
Fecal Coliform (CFU/100 ml) Oct 1 - Apr 30	XXX	XXX	XXX	2,000 Geo Mean	XXX	XXX	1/week	Grab
Total Phosphorus	12	XXX	XXX	2.0	XXX	4.0	1/week	8-Hr Composite

Samples taken in compliance with the monitoring requirements for Total Residual Chlorine shall be taken at the following location(s): the first manhole prior to the confluence with the Lower Allen Township discharge at 40° 13' 25.837" N and 76° 51' 42.911" W.

Samples taken in compliance with all other monitoring requirements specified above shall be taken at discharge from facility.

**PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS  
(Continued)**Additional Requirements

1. The permittee may not discharge:
  - a. Floating solids, scum, sheen or substances that result in observed deposits in the receiving water. (25 Pa Code 92a.41(c))
  - b. Oil and grease in amounts that cause a film or sheen upon or discoloration of the waters of this Commonwealth or adjoining shoreline, or that exceed 15 mg/l as a daily average or 30 mg/l at any time (or lesser amounts if specified in this permit). (25 Pa. Code 92a.47(a)(7) and 95.2(2))
  - c. Substances in concentration or amounts sufficient to be inimical or harmful to the water uses to be protected or to human, animal, plant or aquatic life. (25 Pa Code 93.6(a))
  - d. Foam or substances that produce an observed change in the color, taste, odor or turbidity of the receiving water, unless those conditions are otherwise controlled through effluent limitations or other requirements in this permit. (25 Pa Code 92a.41(c))
2. The monthly average percent removal of BOD<sub>5</sub> or CBOD<sub>5</sub> and TSS must be at least 85% for POTW facilities on a concentration basis except where 25 Pa. Code 92a.47(g) and (h) are applicable to facilities with combined sewer overflows (CSOs) or as otherwise specified in this permit. (25 Pa. Code 92a.47(a)(3))
3. If the permit requires the reporting of average weekly statistical results, the maximum weekly average concentration and maximum weekly average mass loading shall be reported, regardless of whether the results are obtained for the same or different weeks.
4. The permittee shall monitor the sewage effluent discharge(s) for the effluent parameters identified in the Part A limitations table(s) during all bypass events at the facility, using the sample types that are specified in the limitations table(s). Where the required sample type is "composite", the permittee must commence sample collection within one hour of the start of the bypass, wherever possible. The results shall be reported on the Daily Effluent Monitoring supplemental form (3800-FM-BPNPSM0435) and be incorporated into the calculations used to report self-monitoring data on Discharge Monitoring Reports (DMRs).

Footnotes

- (1) When sampling to determine compliance with mass effluent limitations, the discharge flow at the time of sampling must be measured and recorded.
- (2) This is the minimum number of sampling events required. Permittees are encouraged, and it may be advantageous in demonstrating compliance, to perform more than the minimum number of sampling events.

**PART A. EFFLUENT LIMITATIONS, MONITORING, RECORD KEEPING AND REPORTING REQUIREMENTS**

I. B. For Outfall 001, Latitude 40° 13' 33.30", Longitude 76° 51' 34.00", River Mile Index 68.3, Stream Code 06685

Receiving Waters: Susquehanna River

Type of Effluent: Sewage

1. The permittee is authorized to discharge during the period from September 1, 2012 through June 30, 2013.
2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements and Footnotes).

Parameter <sup>(1)</sup>	Effluent Limitations				Monitoring Requirements	
	Mass Units (lbs)		Concentrations (mg/L)		Minimum <sup>(2)</sup> Measurement Frequency	Required Sample Type
	Monthly	Annual	Minimum	Maximum		
Ammonia--N	Report	Report			1/week	8-Hr Composite
Kjeldahl--N	Report				1/week	8-Hr Composite
Nitrate-Nitrite as N	Report				1/week	8-Hr Composite
Total Nitrogen	Report	Report			1/month	Calculation
Total Phosphorus	Report	Report			1/week	8-Hr Composite
Net Total Nitrogen	Report	1,778			1/month	Calculation
Net Total Phosphorus	Report	13,333			1/month	Calculation

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): at discharge from facility.

Footnotes:

(1) See Part C for Chesapeake Bay Requirements.

(2) This is the minimum number of sampling events required. Permittees are encouraged, and it may be advantageous in demonstrating compliance, to perform more than the minimum number of sampling events required.

## II. DEFINITIONS

**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.

**Average** refers to the use of an arithmetic mean, unless otherwise specified in this permit. (40 CFR 122.41(l)(4)(iii))

**Best Management Practices (BMPs)** means schedules of activities, prohibitions of practices, maintenance procedures and other management practices to prevent or reduce the pollution to surface waters of the Commonwealth. 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. (25 Pa. Code 92a.2)

**Bypass** means the intentional diversion of waste streams from any portion of a treatment facility. (40 CFR 122.41(m)(1)(i))

**Calendar Week** is defined as the seven consecutive days from Sunday through Saturday, unless the permittee has been given permission by DEP to provide weekly data as Monday through Friday based on showing excellent performance of the facility and a history of compliance. In cases when the week falls in two separate months, the month with the most days in that week shall be the month for reporting.

**Clean Water Act** means the Federal Water Pollution Control Act, as amended. (33 U.S.C.A. §§1251 to 1387).

**Composite Sample** (for all except GC/MS volatile organic analysis) means a combination of individual samples (at least eight for a 24-hour period or four for an 8-hour period) of at least 100 milliliters (mL) each obtained at spaced time intervals during the compositing period. The composite must be flow-proportional; either the volume of each individual sample is proportional to discharge flow rates, or the sampling interval is proportional to the flow rates over the time period used to produce the composite. (EPA Form 2C)

**Composite Sample** (for GC/MS volatile organic analysis) consists of at least four aliquots or grab samples collected during the sampling event (not necessarily flow proportioned). The samples must be combined in the laboratory immediately before analysis and then one analysis is performed. (EPA Form 2C)

**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.

**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. (25 Pa. Code 92a.2, 40 CFR 122.2)

**Daily Maximum Discharge Limitation** means the highest allowable "daily discharge."

**Discharge Monitoring Report (DMR)** means the DEP or EPA supplied form(s) for the reporting of self-monitoring results by the permittee. (25 Pa. Code 92a.2 and 40 CFR 122.2)

**Estimated Flow** means any method of liquid volume measurement 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.

**Geometric Mean** means the average of a set of n sample results given by the nth root of their product.

**Grab Sample** means an individual sample of at least 100 mL collected at a randomly selected time over a period not to exceed 15 minutes. (EPA Form 2C)

**Hauled-In Wastes** means any waste that is introduced into a treatment facility through any method other than a direct connection to the sewage collection system. The term includes wastes transported to and disposed of within the treatment facility or other entry points within the collection system.

**Hazardous Substance** means any substance designated under 40 CFR Part 116 pursuant to Section 311 of the Clean Water Act. (40 CFR 122.2)

**Immersion Stabilization** (i-s) means a calibrated device is immersed in the wastewater until the reading is stabilized.

**Indirect Discharger** means a non-domestic discharger introducing pollutants to a Publicly Owned Treatment Works (POTW) or other treatment works. (25 Pa. Code 92a.2 and 40 CFR 122.2)

**Industrial User** means a source of Indirect Discharge. (40 CFR 403.3)

**Instantaneous Maximum Effluent Limitation** means the highest allowable discharge of a concentration or mass of a substance at any one time as measured by a grab sample. (25 Pa. Code 92a.2)

**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.

**Monthly Average Discharge Limitation** means the highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month. (25 Pa. Code 92a.2)

**Municipality** means a city, town, borough, county, township, school district, institution, authority or other public body created by or pursuant to State law and having jurisdiction over disposal of sewage, industrial wastes, or other wastes. (25 Pa. Code 92a.2)

**Publicly Owned Treatment Works (POTW)** means a treatment works as defined by §212 of the Clean Water Act, owned by a state or municipality. The term includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. The term also includes sewers, pipes or other conveyances if they convey wastewater to a POTW 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. (25 Pa Code 92a.2 and 40 CFR 122.2)

**Severe Property Damage** means substantial physical damage to property, damage to the treatment facilities that causes them to become inoperable, or substantial and permanent loss of natural resources that 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. (40 CFR 122.41(m)(1)(ii))

**Stormwater** means the runoff from precipitation, snow melt runoff, and surface runoff and drainage. 25 Pa. Code 92a.2

**Stormwater Associated With Industrial Activity** means the discharge from any conveyance that is used for collecting and conveying stormwater and that is directly related to manufacturing, processing or raw materials storage areas at an industrial plant, and as defined at 40 CFR §122.26(b)(14) (i) – (ix) and (xi) and 25 Pa. Code 92a.2

**Toxic Pollutant** means 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 may, on the basis of information available to DEP cause death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfunctions, including malfunctions in reproduction, or physical deformations in these organisms or their offspring. (25 Pa. Code 92a.2)

**Weekly Average Discharge Limitation** means the highest allowable average of "daily discharges" over a calendar week, calculated as the sum of all "daily discharges" measured during a calendar week divided by the number of "daily discharges" measured during that week.

### III. 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 (40 CFR 122.41(j)(1)). Representative sampling includes the collection of samples during periods of adverse weather, changes in treatment plant performance and changes in treatment plant loading. If possible, effluent samples must be collected where the effluent is well mixed near the center of the discharge conveyance and at the approximate mid-depth point, where the turbulence is at a maximum and the settlement of solids is minimized.

2. Records Retention (40 CFR 122.41(j)(2))

Except for records of monitoring information required by this permit related to the permittee's sludge use and disposal activities which shall be retained for a period of at least 5 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 3 years from the date of the sample measurement, report or application. The 3-year period shall be extended as requested by DEP or the EPA Regional Administrator.

3. Recording of Results (40 CFR 122.41(j)(3))

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

- a. The exact place, date and time of sampling or measurements.
- b. The person(s) who performed the sampling or measurements.
- c. The date(s) the analyses were performed.
- d. The person(s) who performed the analyses.
- e. The analytical techniques or methods used; and the associated detection level.
- f. The results of such analyses.

4. Test Procedures (40 CFR 122.41(j)(4))

Facilities that test or analyze environmental samples used to demonstrate compliance with this permit shall be in compliance with laboratory accreditation requirements of Act 90 of 2002 (27 Pa. C.S. §§4101-4113) and 25 Pa. Code Chapter 252, relating to environmental laboratory accreditation. Unless otherwise specified in this permit, the test procedures for the analysis of pollutants shall be those approved under 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 Subpart J of 25 Pa. Code Chapter 271), or alternate test procedures approved pursuant to those parts, unless other test procedures have been specified in this permit.

5. Quality/Assurance/Control

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

- a. The permittee, or its designated laboratory, shall participate in the periodic scheduled quality assurance inspections conducted by DEP and EPA. (40 CFR 122.41(e), 122.41(i)(3))
- b. The permittee, or its designated laboratory, shall develop and implement a program to assure the quality and accurateness of the analyses performed to satisfy the requirements of this permit, in accordance with 40 CFR Part 136. (40 CFR 122.41(j)(4))

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. (40 CFR 122.41(e), 40 CFR 122.44(i)(1))
2. Unless instructed otherwise in Part C of this permit, properly completed DMR(s) must be received by the following address within 28 days after the end of each monthly report period:

Department of Environmental Protection  
Water Management Program  
909 Elmerton Avenue  
Harrisburg, PA 17110-8200

3. The completed DMR Form shall be signed and certified by either of the following applicable persons, as defined in 25 Pa. Code 92a.22:
  - For a corporation - by a principal executive officer of at least the level of vice president, or an authorized representative, if the representative is responsible for the overall operation of the facility from which the discharge described in the NPDES form originates.
  - For a partnership or sole proprietorship - by a general partner or the proprietor, respectively.
  - For a municipality, state, federal or other public agency - by a principal executive officer or ranking elected official.

If signed by a person other than the above, written notification of delegation of DMR signatory authority must be submitted to DEP in advance of or along with the relevant DMR form. (40 CFR 122.22(b))

4. If the permittee monitors any pollutant at monitoring points as designated by this permit, using analytical methods described in Part A III.A.4. herein, 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. (40 CFR 122.41(l)(4)(ii))

C. Reporting Requirements

1. Planned Changes 40 CFR 122.41(l)(1) - The permittee shall give notice to DEP as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required 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 40 CFR §122.29(b).
  - b. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are not subject to effluent limitations in this permit.
  - 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 Noncompliance

The permittee shall give advance notice to DEP of any planned changes in the permitted facility or activity that may result in noncompliance with permit requirements. 40 CFR 122.41(l)(2)

3. Unanticipated Noncompliance or Potential Pollution Reporting

- a. Immediate Reporting - The permittee shall report incidents causing or threatening pollution in accordance with the requirements of 25 Pa. Code Section 91.33. If, because of an accident, other activity or incident a toxic substance or another substance which would endanger users downstream from the discharge, or would otherwise result in pollution or create a danger of pollution or would damage property, the permittee shall immediately notify DEP by telephone of the location and nature of the danger and if reasonable possible to do so, notify downstream users of the waters of the Commonwealth to which the substance was discharged. Such notice shall include the location and nature of the danger. The permittee shall immediately take or cause to be taken steps necessary to prevent injury to property and downstream users of the waters from pollution or a danger of pollution and, in addition, within 15 days from the incident, shall remove the residual substances contained thereon or therein from the ground and from the affected waters of this Commonwealth to the extent required by applicable law.
- b. The permittee shall report any noncompliance which may endanger health or the environment in accordance with the requirements of 40 CFR 122.41(l)(6). These requirements include the following obligations:
  - (i) 24 Hour Reporting - The permittee shall orally report any noncompliance with this permit which may endanger health or the environment within 24 hours from the time the permittee becomes aware of the circumstances. The following shall be included as information which must be reported within 24 hours under this paragraph:
    - (1) Any unanticipated bypass which exceeds any effluent limitation in the permit;
    - (2) Any upset which exceeds any effluent limitation in the permit; and
    - (3) Violation of the maximum daily discharge limitation for any of the pollutants listed in the permit as being subject to the 24-hour reporting requirement. Note see 40 CFR 122.44(g)
  - (ii) Written Report - A written submission shall also be provided within 5 days of the time the permittee becomes aware of any noncompliance which may endanger health or the environment. 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.
  - (iii) Waiver of Written Report - DEP may waive the written report on a case-by-case basis if the associated oral report has been received within 24 hours from the time the permittee becomes aware of the circumstances which may endanger health or the environment. Unless such a waiver is expressly granted by DEP, the permittee shall submit a written report in accordance with this paragraph. 40 CFR 122.41(l)(6)(iii).

4. Other Noncompliance

The permittee shall report all instances of noncompliance not reported under paragraph C.3 of this section or specific requirements of compliance schedules, at the time DMRs are submitted. The reports shall contain the information listed in paragraph C.3.b.(ii) of this section. (40 CFR 122.41(l)(7))

**PART B**

**I. MANAGEMENT REQUIREMENTS**

**A. Compliance Schedules (25 Pa. Code 92a.51, 40 CFR 122.47(a))**

1. The permittee shall achieve compliance with the terms and conditions of this permit within the time frames specified in this permit.
2. The permittee shall submit reports of compliance or noncompliance, or progress reports as applicable, for 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. (40 CFR 122.47(a)(4))

**B. Permit Modification, Termination, or Revocation and Reissuance**

1. This permit may be modified, terminated, or revoked and reissued during its term in accordance with Title 25 Pa. Code 92a.72 and 40 CFR 122.41(f).
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 noncompliance, does not stay any permit condition. (40 CFR 122.41(f))
3. In the absence of DEP 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. (40 CFR 122.41(a)(1))

**C. Duty to Provide Information**

1. The permittee shall furnish to DEP, within a reasonable time, any information which DEP may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. (40 CFR 122.41(h))
2. The permittee shall furnish to DEP, upon request, copies of records required to be kept by this permit. (25 Pa. Code 92.51(3)(ii) and 40 CFR 122.41(h))
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 DEP, it shall promptly submit the correct and complete facts or information. (40 CFR 122.41(l)(8))
4. The permittee shall provide the following information in the annual Municipal Wasteload Management Report, required under the provisions of Title 25 Pa. Code Chapter 94 unless a more stringent time period is required by law, regulation or permit condition in which case the more stringent time period will apply.
  - a. A 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 directly discharging pollutants. (40 CFR 122.42(b)(1))
  - b. A substantial change in the volume or character of pollutants being introduced into the POTW by an indirect discharger introducing pollutants into the POTW at the time of issuance of this permit. (40 CFR 122.42(b)(2))
  - c. Information on the quality and quantity of the effluent introduced into the POTW by an industrial user or an indirect discharger and the anticipated impact of the change in the quality and quantity of effluent to be discharged from the POTW. (40 CFR 122.42(b)(3))

- d. The identity of the 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 estimate concentration of each pollutant discharged into the POTW by the industrial user. 25 Pa. Code 92.53(c)
- e. The POTW shall require all industrial users of the treatment works to comply with the reporting requirements of Sections 204(b), 307, and 308 of the Clean Water Act and regulations thereunder. 25 Pa. Code 92.53(c)

D. Proper Operation and Maintenance

1. The permittee shall employ operators certified in compliance with the Water and Wastewater Systems Operators Certification Act (63 P.S. §§1001-1015.1).
2. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) 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 that are installed by the permittee, only when necessary to achieve compliance with the terms and conditions of this permit. (40 CFR 122.41(e))

E. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge, sludge use or disposal in violation of this permit that has a reasonable likelihood of adversely affecting human health or the environment. (40 CFR 122.41(d))

F. Bypassing

1. Bypassing Not Exceeding Permit Limitations - The permittee may allow a bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions in paragraphs two, three and four of this section. (40 CFR 122.41(m)(2))
2. Other Bypassing - In all other situations, bypassing is prohibited and DEP may take enforcement action against the permittee for bypass unless:
  - a. A bypass is unavoidable to prevent loss of life, personal injury or "severe property damage." (40 CFR 122.41(m)(4)(i)(A))
  - 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 judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance. (40 CFR 122.41(m)(4)(i)(B))
  - c. The permittee submitted the necessary notice required in paragraph G.4 below. (40 CFR 122.41(m)(4)(i)(C))
3. DEP may approve an anticipated bypass, after considering its adverse effects, if DEP determines that it will meet the conditions listed in paragraph G.2 above. (40 CFR 122.41(m)(4)(ii))
4. Notice
  - a. Anticipated Bypass – If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible, at least 10 days before the bypass. (40 CFR 122.41(m)(3)(i))

b. Unanticipated Bypass

- (1) The permittee shall submit immediate notice of an unanticipated bypass causing or threatening pollution. The notice shall be in accordance with Part A III.C.3.a.
- (2) The permittee shall submit oral notice of any other unanticipated bypass within 24 hours, regardless of whether the bypass may endanger health or the environment or whether the bypass exceeds effluent limitations. The notice shall be in accordance with Part A III.C.3.b.

**II. 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 DEP; 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 noncompliance)

Shall, upon conviction, be punished by a fine and/or imprisonment as set forth in 18 Pa.C.S.A § 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. Need to Halt or Reduce Activity Not a Defense

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. 40 CFR 122.41(c)

**III. OTHER RESPONSIBILITIES**

A. Right of Entry

Pursuant to Sections 5(b) and 305 of Pennsylvania's Clean Streams Law, and Title 25 Pa. Code Chapter 92a and 40 CFR §122.41(i), the permittee shall allow authorized representatives of DEP and EPA, 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; 40 CFR 122.41(i)(1)
2. To have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit; 40 CFR 122.41(i)(2)
3. To inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required under this permit; and 40 CFR 122.41(i)(3)
4. To sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act or the Clean Streams Law, any substances or parameters at any location. 40 CFR 122.41(i)(4)

#### 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 this 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 the Clean Water Act. 40 CFR 122.61(a)
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 DEP at least 30 days in advance of the proposed transfer date in paragraph 2.b. of this section; (40 CFR 122.61(b)(1))
  - b. The notice includes the appropriate DEP transfer form signed by the existing and new permittees containing a specific date for transfer of permit responsibility, coverage and liability between them; (40 CFR 122.61(b)(2))
  - c. If DEP does not notify the existing permittee and the proposed new permittee of its intent to modify or revoke and reissue this permit, the transfer is effective on the date specified in the agreement mentioned in paragraph 2.b. of this section; and (40 CFR 122.61(b)(3))
  - d. The new permittee is in compliance with existing DEP issued permits, regulations, orders and schedules of compliance, or that has demonstrated any noncompliance with the existing permits has been resolved by an appropriate compliance action or by the terms and conditions of the permit (including compliance schedules set forth in the permit), consistent with 25 Pa. Code 92a.51 (relating to schedules of compliance) and other appropriate DEP regulations. (25 Pa. Code 92a.71)
3. In the event DEP does not approve transfer of this 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. (40 CFR 122.41(g))

#### D. Duty to Reapply

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for a new permit. (40 CFR 122.21(d))

E. Other Laws

The issuance of this 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**

**I. CHESAPEAKE BAY NUTRIENT REQUIREMENTS**

**A. General**

1. The Net Total Nitrogen and Net Total Phosphorus mass load effluent limitations in Part A I.B are required in order to meet the downstream water quality standards of the State of Maryland, as required by 25 Pa. Code Chapter 92, the federal Clean Water Act and implementing regulations. These effluent limitations do not reflect credits applied or sold or offsets applied, during this permit cycle.
2. The Total Nitrogen and Total Phosphorus Mass Load (actual mass load being discharged) shall be reported in the monthly Supplemental Discharge Monitoring Reports ("Supplemental DMR"). The total mass load will not equal the net total mass load if credits are applied or sold, or if offsets are applied. The mass loads for compliance purposes are "Net Total Nitrogen" and "Net Total Phosphorus" reported as pounds per year on the Discharge Monitoring Report. Instruction for tracking credits and offset can be found in Part C I.C.10 – Tracking Offsets and Credits. The number of credits purchased can be determined by viewing the Department's Nutrient Trading Website at <http://www.dep.state.pa.us> Keyword "Nutrient Trading". The number of credits applied or sold, or offsets applied may change during the compliance year and subsequent truing period.
3. The Definitions in paragraph B apply to terms used in Part A and in the Supplemental DMR forms.
4. The *Annual Nutrient Summary* form shall be submitted no later than November 28th following the end of a compliance year for determination of compliance with the Net Total Nitrogen and Net Total Phosphorus Effluent Limits.

**B. Definitions**

1. Monthly Total Mass Load (lbs) = The sum of the actual daily discharge loads (lb/d) divided by the number of samples per month multiplied by the number of days in the month. Daily discharge load (lb/d) = Daily flow (MGD) on the day of sampling, multiplied by that day's sample concentration (mg/l) multiplied by 8.34.
2. Annual Total Mass Load (lbs) = The sum of the Monthly Total Mass Loads for one year beginning October 1<sup>st</sup> and ending September 30<sup>th</sup>.
3. Total Nitrogen = Kjeldahl-N plus Nitrate-Nitrite as N.
4. Compliance Year = The year long period starting October 1 and ending September 30. The compliance year will be named for the year in which it ends. Example: The period of October 1, 2010 through September 30, 2011 is compliance year 2011.
5. Truing period = the time allowed at the end of each compliance year for any entity to come into compliance through the application of credits towards the Net Total Mass Loads. This truing period will start on October 1<sup>st</sup> and end on November 28<sup>th</sup> of the same calendar year. During this period, compliance for the specified year may be achieved by using registered credits that were generated during that compliance year. Example: Credits that are used to achieve compliance in compliance year 2011 must have been generated during compliance year 2011.
6. Monthly Net Mass Load = Monthly Total Mass Load + Total Credits sold during the month – (Total Credits applied during the month – (Offsets applied/12)
7. Annual Net Mass Load (lb/year) = The sum of the Monthly Net Mass Loads for one year beginning October 1<sup>st</sup> and ending September 30<sup>th</sup>.
8. Certification: Written approval by the Department for the use of proposed or implemented activities to generate credits and/or offsets. Certifications are based on at least: 1) a credit or offset proposal to be

submitted describing the qualifying activities that will reduce the nutrient loadings delivered to the Chesapeake Bay, 2) the calculation to quantify the pounds of reductions expected and 3) a verification plan that, when implemented, ensures that the qualifying nutrient reduction activities have taken place.

9. **Verification:** Implementation of the verification plan contained in a certified credit or offset proposal as required by the Department. Verification plans require annual submittal of documentation to the Department that demonstrates that the qualifying nutrient reduction activities have taken place for the applicable compliance year.
10. **Registration:** Approval by the Department of the use of credits or offsets in a permit. Registration will not occur until credits have been certified and verified, and for credits a trading contract has been submitted to the Department. The Department will register credits on an annual basis for use during the compliance year in which the qualifying nutrient reduction activities have taken place, and provide such credits with an annual registry number for reporting and tracking purposes.

### C. Nutrient Credits and Offsets

1. Credit = The unit of compliance that corresponds with a pound of reduction of TP, TN or sediment as recognized by the Department which, when registered by the Department, may be used to comply with effluent limits.
2. Offset = Verb - The act of reducing the aggregate production of nutrients from an action or activity by use of a complimentary action, activity or technology on that site or directly related to the activity. Noun - The load in pounds of nitrogen or phosphorus created by an action, activity or technology that is available to apply against the proposed load to be generated. Offsets are not the same as credits as they cannot be directly bought, sold or transferred between owners, projects, or properties.
3. The permittee is authorized to apply nitrogen and phosphorus credits to this permit in order to comply with the Net Total Nitrogen and Net Total Phosphorus annual mass load effluent limits, when the credits are recognized by the Department through a trading program administered by the Department pursuant to "Final Trading of Nutrient and Sediment Reduction Credits – Policy and Guidelines," including all Attachments and Appendices.
4. Credits may be applied to the compliance obligations of this permit up until November 28 of the calendar year at the end of the current compliance period (e.g., if the period is the 12 months following 9/30/2010, credits may be applied up until 11/28/2011).
5. Whenever credits are applied or sold report the following, using Supplemental DMR forms:
  - Provide the registry number and trade effective dates.
  - Provide the type (nitrogen, phosphorus) and the number of credits purchased or sold of each.
6. Any time a contract expires during the term of this permit, the Department must be notified 30 days prior to the contract expirations and either a new contract provided or a discussion on how compliance with this permit will be achieved.
7. All credit transactions must be on the DEP's Trading website which can be viewed at [www.dep.state.pa.us](http://www.dep.state.pa.us) Keyword "Nutrient Trading".
8. Offsets approved by DEP are to be reported and used in calculating the net monthly mass load.
9. All credits must be certified by the Department and verified for the year in which they are used for compliance with this permit.

## 10. Tracking Offsets and Credits:

- a. Credits – the use of credits shall be tracked on Supplemental DMR forms provided with this permit. As identified on the forms entitled *Monthly Nitrogen Budget* (3800-FM-WSFR0445) and *Monthly Phosphorus Budget* (3800-FM-WSFR0446), the forms shall be submitted when a credit transaction occurs. Additionally, the form entitled *Annual Nutrient Summary* (3800-FM-WSFR0447) shall be submitted at the end of each compliance year. Credits are only for the compliance year in which they are used and must be reported each year.
- b. Offsets – the use of offsets shall be tracked on Supplemental DMR forms provided with this permit. As identified on the forms entitled *Monthly Nitrogen Budget* and *Monthly Phosphorus Budget*, the forms shall be submitted when offsets are claimed. Additionally, the *Annual Nutrient Summary* shall be submitted at the end of each compliance year. Some offsets will be deemed as permanent and can be claimed each year. Offsets must be reported each year during the permit cycle. Offsets deemed to be permanent can be used to adjust cap loads in future permits.

If an offset is approved during the compliance year, the offset generated shall be divided by twelve and applied to each monthly net mass load after the offset is approved. For example, 40 homes formerly utilizing on-lot systems are placed on public sanitary sewer service. The nitrogen offset of 25 lbs/year per home would be applicable. The offsets are approved in May of the compliance year, so the offset would be applied as follows:

$$(40 \text{ homes} \times 25 \text{ lbs / home}) / 12 \text{ months} = 83 \text{ lbs/month}$$

For each month following approval of the offset, 83 lbs of nitrogen will be applied as an offset each month to the Monthly Net Mass Load.

## D. Offsets granted by connection of retired on-lot systems

The permittee is responsible for maintaining records that show that the on-lot systems existed or were put in place prior to January 1, 2003, and eliminated by connecting the dwellings to the sewage conveyance system after January 1, 2003. These records must verify that the on-lot system existed or was put in place prior to January 1, 2003, when the on-lot system was taken out of service, and when the dwelling was connected to the sewage conveyance system. These records must be maintained by the permittee as long as the offsets are counted toward the permittee's cap load. The permittee must make these records available for public inspection.

## III. OTHER REQUIREMENTS

- A. No stormwater from pavements, areaways, roofs, foundation drains or other sources shall be admitted directly to the sanitary sewers associated with the herein approved discharge.
- B. 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.
- C. Collected screenings, slurries, sludges, and other solids shall be handled and disposed of in compliance with the Solid Waste Management Act (35 P.S. §§ 6018.101 - 6018.1003), and in a manner equivalent to the requirements indicated in Chapters 271, 273, 275, 283, and 285 (relating to permits and requirements for landfilling, land application, incineration, and storage of sewage sludge), Federal Regulation 40 CFR Parts 501 and 503, The Clean Streams Law, and the Federal Clean Water Act and its amendments.
- D. The permittee shall ensure that applied chlorine, used for disinfection or other purposes, is optimized to the degree necessary to minimize the total residual chlorine in the discharge. In doing so, the permittee shall consider relevant factors affecting chlorine dosage, such as wastewater characteristics, mixing and contact times, and desired result of chlorination.

- E. The permittee shall complete all Supplemental Reporting forms provided by the Department in this permit (or an approved equivalent), and submit the signed, completed forms to the Department on a monthly basis with the DMR, in accordance with Part A III.B of this permit.
- F. The permittee shall not discharge hauled-in wastes to the treatment plant under the following conditions, unless otherwise approved by the Department in writing:
  - When acceptance of hauled-in wastes would cause a hydraulic or organic overload as defined in Chapter 94.1 of the Department's regulations.
  - When the treatment facility is considered to be in an existing hydraulic or organic overload condition, as determined by the permittee or the Department, as defined in Chapter 94.1 of the Department's regulations.
  - When the instantaneous flow at the treatment facility exceeds 3.618 MGD (the Chapter 94 hydraulic design capacity of the facility multiplied by a peaking factor of three), and for 24 hours following exceedance of this threshold.
- G. By March 31 of each year, the permittee shall submit a "Solids Management Inventory" to the Department with the Municipal Wasteload Management Report required by Chapter 94. The inventory shall include the following information for the preceding year, at a minimum: average annual flow (MGD), average influent BOD<sub>5</sub> (mg/l), average effluent CBOD<sub>5</sub> (mg/l), total volume of sludge wasted (gallons), average solids concentration of return or waste sludge flow (mg/l), and total sludge (biosolids) generated (wet or dry tons).
- H. All flows reported on DMRs and Supplemental Reporting forms shall include septage and all other hauled-in wastes. In addition, all hauled-in wastes shall be recorded on a daily basis on the Supplemental DMR.
- I. Composite influent samples shall be collected and analyzed for BOD<sub>5</sub> and Total Suspended Solids. Influent samples shall be collected at a location that is representative of all flows and loadings received by the facility. The influent mass BOD<sub>5</sub> loading to the plan, including all hauled-in wastes, shall be used for the development of annual Municipal Wasteload Management Reports.
- J. The Total Nitrogen (expressed as N) content of an aqueous sample is determined by adding the individual analytical results (expressed as N) for Total Kjeldahl Nitrogen, Nitrite-Nitrogen, and Nitrate-Nitrogen. Total Kjeldahl Nitrogen is the sum of Organic Nitrogen and Ammonia Nitrogen as determined by the Kjeldahl method.
- K. Use of tertiary nutrient filtration to meet nutrient effluent limitations shall be subject to the following requirements. The tertiary nutrient filters shall be operated at all times and treat up to the design flow capacity of the tertiary nutrient filters. Tertiary nutrient filtration shall be designed to treat at a minimum, the annual average daily design flow used to determine effluent limitations for this facility. NPDES compliance sampling for Total Nitrogen and/or Total Phosphorus shall be conducted in accordance with the nutrient requirements in Part A I.B.2 on any day the wastewater flow is diverted around the tertiary nutrient filters. To clarify, this may require sampling more often than is specified in Part A of this permit. The information shall be reported on the monthly supplemental to the Discharge Monitoring Report.

### III. Supplemental Information

- A. The hydraulic design capacity of 1.206 million gallons per day for the treatment facility is used to prepare the annual Municipal Wasteload Management Report to help determine whether a "hydraulic overload" situation exists, as defined in Title 25 Pa. Code Chapter 94.
- B. The effluent limitations for Outfall 001 were determined using an effluent discharge rate of 0.726 MGD.
- C. The organic design capacity of 1740 lbs BOD<sub>5</sub> per day for the treatment facility is used to prepare the annual Municipal Wasteload Management Report to determine whether an "organic overload" condition exists, as defined in 25 Pa. Code Chapter 94.



**AUTHORIZATION TO DISCHARGE UNDER THE  
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM  
DISCHARGE REQUIREMENTS FOR PUBLICLY OWNED  
TREATMENT WORKS (POTWs)**

**NPDES PERMIT NO: PA0081868  
Amendment No. 2**

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.*,

**Fairview Township  
599 Lewisberry Road  
New Cumberland, PA 17070-2510**

is authorized to discharge from a facility known as **Fairview Township North STP**, located in **Fairview Township, York County**, to **Yellow Breeches Creek** in Watershed(s) **7-E** in accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts A, B and C hereof.

**THIS PERMIT SHALL BECOME EFFECTIVE ON SEPTEMBER 1, 2012**

**THIS PERMIT SHALL EXPIRE AT MIDNIGHT ON JUNE 30, 2013**

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

1. If there is a conflict between the application, its supporting documents and/or amendments and the terms and conditions of this permit, the terms and conditions shall apply.
2. Failure to comply with the terms, conditions or effluent limitations of this permit is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application. (40 CFR 122.41(a))
3. A complete application for renewal of this permit, or notice of intent to cease discharging by the expiration date, must be submitted to DEP at least 180 days prior to the above expiration date (unless permission has been granted by DEP for submission at a later date), using the appropriate NPDES permit application form. (40 CFR 122.41(b), 122.21(d))

In the event that a timely and complete application for renewal has been submitted and DEP is unable, through no fault of the permittee, to reissue the permit before the above expiration date, the terms and conditions of this permit, including submission of the Discharge Monitoring Reports (DMRs), will be automatically continued and will remain fully effective and enforceable against the discharger until DEP takes final action on the pending permit application. (25 Pa. Code 92a.7(b), (c))

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

DATE PERMIT ISSUED June 12, 2008  
DATE PERMIT AMENDMENT ISSUED AUG 31 2012

ISSUED BY Maria D. Bebenek  
**Maria D. Bebenek, P.E.**  
Acting Clean Water Program Manager  
Southcentral Regional Office

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

I. A. For Outfall 001, Latitude 40° 13' 33", Longitude 76° 51' 34", River Mile Index 68.3, Stream Code 06685

Receiving Waters: Susquehanna River

Type of Effluent: Sewage

1. The permittee is authorized to discharge during the period from September 1, 2012 through June 30, 2013.
2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements and Footnotes).

Parameter	Effluent Limitations						Monitoring Requirements	
	Mass Units (lbs/day) <sup>(1)</sup>		Concentrations (mg/L)			Instant. Maximum	Minimum <sup>(2)</sup> Measurement Frequency	Required Sample Type
	Average Monthly	Daily Maximum	Minimum	Average Monthly	Weekly Average			
Flow (MGD)	Report	Report	XXX	XXX	XXX	XXX	Continuous	Measured
pH	XXX	XXX	6.0	XXX	XXX	9.0	1/day	Grab
Dissolved Oxygen	XXX	XXX	5.0	XXX	XXX	XXX	1/day	Grab
Total Residual Chlorine	XXX	XXX	XXX	0.5	XXX	1.6	1/day	Grab
CBOD5	151	242	XXX	25	40	50	1/week	8-Hr Composite
BOD5	Report	Report	XXX	Report	XXX	XXX	1/week	8-Hr Composite
Raw Sewage Influent	Report	Report	XXX	Report	XXX	XXX	1/week	8-Hr Composite
Total Suspended Solids Raw Sewage Influent	Report	Report	XXX	Report	XXX	XXX	1/week	8-Hr Composite
Total Suspended Solids	182	272	XXX	30	45	60	1/week	8-Hr Composite
Fecal Coliform (CFU/100 ml) May 1 - Sep 30	XXX	XXX	XXX	Geo Mean	XXX	XXX	1/week	Grab
Fecal Coliform (CFU/100 ml) Oct 1 - Apr 30	XXX	XXX	XXX	2,000 Geo Mean	XXX	XXX	1/week	Grab
Total Phosphorus	12	XXX	XXX	2.0	XXX	4.0	1/week	8-Hr Composite

Outfall 001, Continued (from Permit Effective Date through June 30, 2013)

Parameter	Effluent Limitations							Monitoring Requirements	
	Mass Units (lbs/day) (1)		Concentrations (mg/L)				Instant. Maximum	Minimum (2) Measurement Frequency	Required Sample Type
	Average Monthly	Daily Maximum	Minimum	Average Monthly	Weekly Average				
Fecal Coliform (CFU/100 ml) Oct 1 - Apr 30	XXX	XXX	XXX	2,000 Geo Mean	XXX	XXX	XXX	1/week	Grab
Total Phosphorus	12	XXX	XXX	2.0	XXX	XXX	4.0	1/week	8-Hr Composite

Samples taken in compliance with the monitoring requirements for Total Residual Chlorine shall be taken at the following location(s): the first manhole prior to the confluence with the Lower Allen Township discharge at 40° 13' 25.837" N and 76° 51' 42.911" W.

Samples taken in compliance with all other monitoring requirements specified above shall be taken at discharge from facility.

**PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS  
(Continued)**

Additional Requirements

1. The permittee may not discharge:
  - a. Floating solids, scum, sheen or substances that result in observed deposits in the receiving water. (25 Pa Code 92a.41(c))
  - b. Oil and grease in amounts that cause a film or sheen upon or discoloration of the waters of this Commonwealth or adjoining shoreline, or that exceed 15 mg/l as a daily average or 30 mg/l at any time (or lesser amounts if specified in this permit). (25 Pa. Code 92a.47(a)(7) and 95.2(2))
  - c. Substances in concentration or amounts sufficient to be inimical or harmful to the water uses to be protected or to human, animal, plant or aquatic life. (25 Pa Code 93.6(a))
  - d. Foam or substances that produce an observed change in the color, taste, odor or turbidity of the receiving water, unless those conditions are otherwise controlled through effluent limitations or other requirements in this permit. (25 Pa Code 92a.41(c))
2. The monthly average percent removal of BOD<sub>5</sub> or CBOD<sub>5</sub> and TSS must be at least 85% for POTW facilities on a concentration basis except where 25 Pa. Code 92a.47(g) and (h) are applicable to facilities with combined sewer overflows (CSOs) or as otherwise specified in this permit. (25 Pa. Code 92a.47(a)(3))
3. If the permit requires the reporting of average weekly statistical results, the maximum weekly average concentration and maximum weekly average mass loading shall be reported, regardless of whether the results are obtained for the same or different weeks.
4. The permittee shall monitor the sewage effluent discharge(s) for the effluent parameters identified in the Part A limitations table(s) during all bypass events at the facility, using the sample types that are specified in the limitations table(s). Where the required sample type is "composite", the permittee must commence sample collection within one hour of the start of the bypass, wherever possible. The results shall be reported on the Daily Effluent Monitoring supplemental form (3800-FM-BPNPSM0435) and be incorporated into the calculations used to report self-monitoring data on Discharge Monitoring Reports (DMRs).

Footnotes

- (1) When sampling to determine compliance with mass effluent limitations, the discharge flow at the time of sampling must be measured and recorded.
- (2) This is the minimum number of sampling events required. Permittees are encouraged, and it may be advantageous in demonstrating compliance, to perform more than the minimum number of sampling events.

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

I. B. For Outfall 001, Latitude 40° 13' 33", Longitude 76° 51' 34", River Mile Index 68.3, Stream Code 06685

Receiving Waters: Susquehanna River

Type of Effluent: Sewage

1. The permittee is authorized to discharge during the period from September 1, 2012 through June 30, 2013.
2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements and Footnotes).

Parameter <sup>(1)</sup>	Effluent Limitations				Monitoring Requirements	
	Mass Units (lbs)		Concentrations (mg/L)		Minimum <sup>(2)</sup> Measurement Frequency	Required Sample Type
	Monthly	Annual	Minimum	Monthly Average		
Ammonia--N	Report	Report		Report	1/week	8-Hr Composite
Kjeldahl--N	Report			Report	1/week	8-Hr Composite
Nitrate-Nitrite as N	Report			Report	1/week	8-Hr Composite
Total Nitrogen	Report	Report		Report	1/month	Calculation
Total Phosphorus	Report	Report		Report	1/week	8-Hr Composite
Net Total Nitrogen	Report	13,333			1/month	Calculation
Net Total Phosphorus	Report	1,778			1/month	Calculation

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): at discharge from facility.

Footnotes:

(1) See Part C for Chesapeake Bay Requirements.

(2) This is the minimum number of sampling events required. Permittees are encouraged, and it may be advantageous in demonstrating compliance, to perform more than the minimum number of sampling events required.

## II. DEFINITIONS

*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.

*Average* refers to the use of an arithmetic mean, unless otherwise specified in this permit. (40 CFR 122.41(l)(4)(iii))

*Best Management Practices (BMPs)* means schedules of activities, prohibitions of practices, maintenance procedures and other management practices to prevent or reduce the pollution to surface waters of the Commonwealth. 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. (25 Pa. Code 92a.2)

*Bypass* means the intentional diversion of waste streams from any portion of a treatment facility. (40 CFR 122.41(m)(1)(i))

*Calendar Week* is defined as the seven consecutive days from Sunday through Saturday, unless the permittee has been given permission by DEP to provide weekly data as Monday through Friday based on showing excellent performance of the facility and a history of compliance. In cases when the week falls in two separate months, the month with the most days in that week shall be the month for reporting.

*Clean Water Act* means the Federal Water Pollution Control Act, as amended. (33 U.S.C.A. §§1251 to 1387).

*Composite Sample* (for all except GC/MS volatile organic analysis) means a combination of individual samples (at least eight for a 24-hour period or four for an 8-hour period) of at least 100 milliliters (mL) each obtained at spaced time intervals during the compositing period. The composite must be flow-proportional; either the volume of each individual sample is proportional to discharge flow rates, or the sampling interval is proportional to the flow rates over the time period used to produce the composite. (EPA Form 2C)

*Composite Sample* (for GC/MS volatile organic analysis) consists of at least four aliquots or grab samples collected during the sampling event (not necessarily flow proportioned). The samples must be combined in the laboratory immediately before analysis and then one analysis is performed. (EPA Form 2C)

*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.

*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. (25 Pa. Code 92a.2, 40 CFR 122.2)

*Daily Maximum Discharge Limitation* means the highest allowable "daily discharge."

*Discharge Monitoring Report (DMR)* means the DEP or EPA supplied form(s) for the reporting of self-monitoring results by the permittee. (25 Pa. Code 92a.2 and 40 CFR 122.2)

*Estimated Flow* means any method of liquid volume measurement 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.

*Geometric Mean* means the average of a set of n sample results given by the nth root of their product.

*Grab Sample* means an individual sample of at least 100 mL collected at a randomly selected time over a period not to exceed 15 minutes. (EPA Form 2C)

*Hauled-In Wastes* means any waste that is introduced into a treatment facility through any method other than a direct connection to the sewage collection system. The term includes wastes transported to and disposed of within the treatment facility or other entry points within the collection system.

*Hazardous Substance* means any substance designated under 40 CFR Part 116 pursuant to Section 311 of the Clean Water Act. (40 CFR 122.2)

*Immersion Stabilization (i-s)* means a calibrated device is immersed in the wastewater until the reading is stabilized.

*Indirect Discharger* means a non-domestic discharger introducing pollutants to a Publicly Owned Treatment Works (POTW) or other treatment works. (25 Pa. Code 92a.2 and 40 CFR 122.2)

*Industrial User* means a source of Indirect Discharge. (40 CFR 403.3)

*Instantaneous Maximum Effluent Limitation* means the highest allowable discharge of a concentration or mass of a substance at any one time as measured by a grab sample. (25 Pa. Code 92a.2)

*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.

*Monthly Average Discharge Limitation* means the highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month. (25 Pa. Code 92a.2)

*Municipality* means a city, town, borough, county, township, school district, institution, authority or other public body created by or pursuant to State law and having jurisdiction over disposal of sewage, industrial wastes, or other wastes. (25 Pa. Code 92a.2)

*Publicly Owned Treatment Works (POTW)* means a treatment works as defined by §212 of the Clean Water Act, owned by a state or municipality. The term includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. The term also includes sewers, pipes or other conveyances if they convey wastewater to a POTW 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. (25 Pa Code 92a.2 and 40 CFR 122.2)

*Severe Property Damage* means substantial physical damage to property, damage to the treatment facilities that causes them to become inoperable, or substantial and permanent loss of natural resources that 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. (40 CFR 122.41(m)(1)(iii))

*Stormwater* means the runoff from precipitation, snow melt runoff, and surface runoff and drainage. 25 Pa. Code 92a.2

*Stormwater Associated With Industrial Activity* means the discharge from any conveyance that is used for collecting and conveying stormwater and that is directly related to manufacturing, processing or raw materials storage areas at an industrial plant, and as defined at 40 CFR §122.26(b)(14) (i) – (ix) and (xi) and 25 Pa. Code 92a.2

*Toxic Pollutant* means 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 may, on the basis of information available to DEP cause death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfunctions, including malfunctions in reproduction, or physical deformations in these organisms or their offspring. (25 Pa. Code 92a.2)

*Weekly Average Discharge Limitation* means the highest allowable average of "daily discharges" over a calendar week, calculated as the sum of all "daily discharges" measured during a calendar week divided by the number of "daily discharges" measured during that week.

### III. 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 (40 CFR 122.41(j)(1)). Representative sampling includes the collection of samples during periods of adverse weather, changes in treatment plant performance and changes in treatment plant loading. If possible, effluent samples must be collected where the effluent is well mixed near the center of the discharge conveyance and at the approximate mid-depth point, where the turbulence is at a maximum and the settlement of solids is minimized.

2. Records Retention (40 CFR 122.41(j)(2))

Except for records of monitoring information required by this permit related to the permittee's sludge use and disposal activities which shall be retained for a period of at least 5 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 3 years from the date of the sample measurement, report or application. The 3-year period shall be extended as requested by DEP or the EPA Regional Administrator.

3. Recording of Results (40 CFR 122.41(j)(3))

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

- a. The exact place, date and time of sampling or measurements.
- b. The person(s) who performed the sampling or measurements.
- c. The date(s) the analyses were performed.
- d. The person(s) who performed the analyses.
- e. The analytical techniques or methods used; and the associated detection level.
- f. The results of such analyses.

4. Test Procedures (40 CFR 122.41(j)(4))

Facilities that test or analyze environmental samples used to demonstrate compliance with this permit shall be in compliance with laboratory accreditation requirements of Act 90 of 2002 (27 Pa. C.S. §§4101-4113) and 25 Pa. Code Chapter 252, relating to environmental laboratory accreditation. Unless otherwise specified in this permit, the test procedures for the analysis of pollutants shall be those approved under 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 Subpart J of 25 Pa. Code Chapter 271), or alternate test procedures approved pursuant to those parts, unless other test procedures have been specified in this permit.

5. Quality/Assurance/Control

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

- a. The permittee, or its designated laboratory, shall participate in the periodic scheduled quality assurance inspections conducted by DEP and EPA. (40 CFR 122.41(e), 122.41(i)(3))
- b. The permittee, or its designated laboratory, shall develop and implement a program to assure the quality and accurateness of the analyses performed to satisfy the requirements of this permit, in accordance with 40 CFR Part 136. (40 CFR 122.41(j)(4))

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. (40 CFR 122.41(e), 40 CFR 122.44(i)(1))
2. Unless instructed otherwise in Part C of this permit, properly completed DMR(s) must be received by the following address within 28 days after the end of each monthly report period:

Department of Environmental Protection  
Water Management Program  
909 Elmerton Avenue  
Harrisburg, PA 17110-8200

3. The completed DMR Form shall be signed and certified by either of the following applicable persons, as defined in 25 Pa. Code 92a.22:
  - For a corporation - by a principal executive officer of at least the level of vice president, or an authorized representative, if the representative is responsible for the overall operation of the facility from which the discharge described in the NPDES form originates.
  - For a partnership or sole proprietorship - by a general partner or the proprietor, respectively.
  - For a municipality, state, federal or other public agency - by a principal executive officer or ranking elected official.

If signed by a person other than the above, written notification of delegation of DMR signatory authority must be submitted to DEP in advance of or along with the relevant DMR form. (40 CFR 122.22(b))

4. If the permittee monitors any pollutant at monitoring points as designated by this permit, using analytical methods described in Part A III.A.4. herein, 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. (40 CFR 122.41(l)(4)(ii))

C. Reporting Requirements

1. Planned Changes 40 CFR 122.41(l)(1) - The permittee shall give notice to DEP as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required 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 40 CFR §122.29(b).
  - b. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are not subject to effluent limitations in this permit.
  - 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 Noncompliance

The permittee shall give advance notice to DEP of any planned changes in the permitted facility or activity that may result in noncompliance with permit requirements. 40 CFR 122.41(l)(2)

3. Unanticipated Noncompliance or Potential Pollution Reporting

- a. Immediate Reporting - The permittee shall report incidents causing or threatening pollution in accordance with the requirements of 25 Pa. Code Section 91.33. If, because of an accident, other activity or incident a toxic substance or another substance which would endanger users downstream from the discharge, or would otherwise result in pollution or create a danger of pollution or would damage property, the permittee shall immediately notify DEP by telephone of the location and nature of the danger and if reasonable possible to do so, notify downstream users of the waters of the Commonwealth to which the substance was discharged. Such notice shall include the location and nature of the danger. The permittee shall immediately take or cause to be taken steps necessary to prevent injury to property and downstream users of the waters from pollution or a danger of pollution and, in addition, within 15 days from the incident, shall remove the residual substances contained thereon or therein from the ground and from the affected waters of this Commonwealth to the extent required by applicable law.
- b. The permittee shall report any noncompliance which may endanger health or the environment in accordance with the requirements of 40 CFR 122.41(l)(6). These requirements include the following obligations:
  - (i) 24 Hour Reporting - The permittee shall orally report any noncompliance with this permit which may endanger health or the environment within 24 hours from the time the permittee becomes aware of the circumstances. The following shall be included as information which must be reported within 24 hours under this paragraph:
    - (1) Any unanticipated bypass which exceeds any effluent limitation in the permit;
    - (2) Any upset which exceeds any effluent limitation in the permit; and
    - (3) Violation of the maximum daily discharge limitation for any of the pollutants listed in the permit as being subject to the 24-hour reporting requirement. Note see 40 CFR 122.44(g)
  - (ii) Written Report - A written submission shall also be provided within 5 days of the time the permittee becomes aware of any noncompliance which may endanger health or the environment. 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.
  - (iii) Waiver of Written Report - DEP may waive the written report on a case-by-case basis if the associated oral report has been received within 24 hours from the time the permittee becomes aware of the circumstances which may endanger health or the environment. Unless such a waiver is expressly granted by DEP, the permittee shall submit a written report in accordance with this paragraph. 40 CFR 122.41(l)(6)(iii).

4. Other Noncompliance

The permittee shall report all instances of noncompliance not reported under paragraph C.3 of this section or specific requirements of compliance schedules, at the time DMRs are submitted. The reports shall contain the information listed in paragraph C.3.b.(ii) of this section. (40 CFR 122.41(l)(7))

**PART B**

**I. MANAGEMENT REQUIREMENTS**

**A. Compliance Schedules (25 Pa. Code 92a.51, 40 CFR 122.47(a))**

1. The permittee shall achieve compliance with the terms and conditions of this permit within the time frames specified in this permit.
2. The permittee shall submit reports of compliance or noncompliance, or progress reports as applicable, for 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. (40 CFR 122.47(a)(4))

**B. Permit Modification, Termination, or Revocation and Reissuance**

1. This permit may be modified, terminated, or revoked and reissued during its term in accordance with Title 25 Pa. Code 92a.72 and 40 CFR 122.41(f).
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 noncompliance, does not stay any permit condition. (40 CFR 122.41(f))
3. In the absence of DEP 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. (40 CFR 122.41(a)(1))

**C. Duty to Provide Information**

1. The permittee shall furnish to DEP, within a reasonable time, any information which DEP may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. 40 CFR 122.41(h)
2. The permittee shall furnish to DEP, upon request, copies of records required to be kept by this permit. 25 Pa. Code 92.51(3)(ii) and 40 CFR 122.41(h)
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 DEP, it shall promptly submit the correct and complete facts or information. 40 CFR 122.41(l)(8)
4. The permittee shall provide the following information in the annual Municipal Wasteload Management Report, required under the provisions of Title 25 Pa. Code Chapter 94 unless a more stringent time period is required by law, regulation or permit condition in which case the more stringent time period will apply.
  - a. A 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 directly discharging pollutants. 40 CFR 122.42(b)(1)
  - b. A substantial change in the volume or character of pollutants being introduced into the POTW by an indirect discharger introducing pollutants into the POTW at the time of issuance of this permit. 40 CFR 122.42(b)(2)
  - c. Information on the quality and quantity of the effluent introduced into the POTW by an industrial user or an indirect discharger and the anticipated impact of the change in the quality and quantity of effluent to be discharged from the POTW. 40 CFR 122.42(b)(3)
  - d. The identity of the 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 estimate concentration of each pollutant discharged into the POTW by the industrial user. 25 Pa. Code 92.53(c)

- e. The POTW shall require all industrial users of the treatment works to comply with the reporting requirements of Sections 204(b), 307, and 308 of the Clean Water Act and regulations thereunder. 25 Pa. Code 92.53(c)

#### D. Proper Operation and Maintenance

1. The permittee shall employ operators certified in compliance with the Water and Wastewater Systems Operators Certification Act (63 P.S. §§1001-1015.1).
2. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) 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 that are installed by the permittee, only when necessary to achieve compliance with the terms and conditions of this permit. (40 CFR 122.41(e))

#### E. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge, sludge use or disposal in violation of this permit that has a reasonable likelihood of adversely affecting human health or the environment. (40 CFR 122.41(d))

#### F. Bypassing

1. **Bypassing Not Exceeding Permit Limitations** - The permittee may allow a bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions in paragraphs two, three and four of this section. (40 CFR 122.41(m)(2))
2. **Other Bypassing** - In all other situations, bypassing is prohibited and DEP may take enforcement action against the permittee for bypass unless:
  - a. A bypass is unavoidable to prevent loss of life, personal injury or "severe property damage." (40 CFR 122.41(m)(4)(i)(A))
  - 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 judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance. (40 CFR 122.41(m)(4)(i)(B))
  - c. The permittee submitted the necessary notice required in paragraph G.4 below. (40 CFR 122.41(m)(4)(i)(C))
3. DEP may approve an anticipated bypass, after considering its adverse effects, if DEP determines that it will meet the conditions listed in paragraph G.2 above. (40 CFR 122.41(m)(4)(ii))
4. **Notice**
  - a. **Anticipated Bypass** – If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible, at least 10 days before the bypass. (40 CFR 122.41(m)(3)(i))

b. Unanticipated Bypass

- (1) The permittee shall submit immediate notice of an unanticipated bypass causing or threatening pollution. The notice shall be in accordance with Part A III.C.3.a.
- (2) The permittee shall submit oral notice of any other unanticipated bypass within 24 hours, regardless of whether the bypass may endanger health or the environment or whether the bypass exceeds effluent limitations. The notice shall be in accordance with Part A III.C.3.b.

**II. 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 DEP; 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 noncompliance)

Shall, upon conviction, be punished by a fine and/or imprisonment as set forth in 18 Pa.C.S.A § 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. Need to Halt or Reduce Activity Not a Defense

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. 40 CFR 122.41(c)

**III. OTHER RESPONSIBILITIES**

A. Right of Entry

Pursuant to Sections 5(b) and 305 of Pennsylvania's Clean Streams Law, and Title 25 Pa. Code Chapter 92a and 40 CFR §122.41(i), the permittee shall allow authorized representatives of DEP and EPA, 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; 40 CFR 122.41(i)(1)
2. To have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit; 40 CFR 122.41(i)(2)
3. To inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required under this permit; and 40 CFR 122.41(i)(3)
4. To sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act or the Clean Streams Law, any substances or parameters at any location. 40 CFR 122.41(i)(4)

**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 this 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 the Clean Water Act. 40 CFR 122.61(a)
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 DEP at least 30 days in advance of the proposed transfer date in paragraph 2.b. of this section; (40 CFR 122.61(b)(1))
  - b. The notice includes the appropriate DEP transfer form signed by the existing and new permittees containing a specific date for transfer of permit responsibility, coverage and liability between them; (40 CFR 122.61(b)(2))
  - c. If DEP does not notify the existing permittee and the proposed new permittee of its intent to modify or revoke and reissue this permit, the transfer is effective on the date specified in the agreement mentioned in paragraph 2.b. of this section; and (40 CFR 122.61(b)(3))
  - d. The new permittee is in compliance with existing DEP issued permits, regulations, orders and schedules of compliance, or that has demonstrated any noncompliance with the existing permits has been resolved by an appropriate compliance action or by the terms and conditions of the permit (including compliance schedules set forth in the permit), consistent with 25 Pa. Code 92a.51 (relating to schedules of compliance) and other appropriate DEP regulations. (25 Pa. Code 92a.71)
3. In the event DEP does not approve transfer of this 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. (40 CFR 122.41(g))

**D. Duty to Reapply**

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for a new permit. (40 CFR 122.21(d))

## E. Other Laws

The issuance of this 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.

## IV. ANNUAL FEE

Permittees shall pay an annual fee in accordance with 25 Pa. Code § 92a.62. Annual fee amounts are specified in the following schedule and are due on each anniversary of the effective date of the most recent new or reissued permit. All flows identified in the schedule are annual average design flows. (25 Pa. Code 92a.62)

Small Flow Treatment Facility (SRSTP or SFTF)	\$0
Minor Sewage Facility < 0.05 MGD (million gallons per day)	\$250
Minor Sewage Facility ≥ 0.05 and < 1 MGD	\$500
Minor Sewage Facility with CSO (Combined Sewer Overflow)	\$750
Major Sewage Facility ≥ 1 and < 5 MGD	\$1,250
Major Sewage Facility ≥ 5 MGD	\$2,500
Major Sewage Facility with CSO	\$5,000

As of the effective date of this permit, the facility covered by the permit is classified in the following fee category: **Minor Sewage Facility ≥0.05 and <1 MGD.**

Invoices for annual fees will be mailed to permittees approximately three months prior to the due date. In the event that an invoice is not received, the permittee is nonetheless responsible for payment. Throughout a five year permit term, permittees will pay four annual fees followed by a permit renewal application fee in the last year of permit coverage. Permittees may contact the DEP at 717-787-6744 with questions related to annual fees.

Payment for annual fees shall be remitted to DEP at the address below by the anniversary date. Checks should be made payable to the Commonwealth of Pennsylvania.

PA Department of Environmental Protection  
Bureau of Point and Non-Point Source Management  
Re: Chapter 92a Annual Fee  
P.O. Box 8466  
Harrisburg, PA 17105-8466

**PART C**

**I. CHESAPEAKE BAY NUTRIENT REQUIREMENTS**

**A. General**

1. The Net Total Nitrogen and Net Total Phosphorus mass load effluent limitations in Part A I.B are required in order to meet the downstream water quality standards of the State of Maryland, as required by 25 Pa. Code Chapter 92, the federal Clean Water Act and implementing regulations. These effluent limitations do not reflect credits applied or sold or offsets applied, during this permit cycle.
2. The Total Nitrogen and Total Phosphorus Mass Load (actual mass load being discharged) shall be reported in the monthly Supplemental Discharge Monitoring Reports ("Supplemental DMR"). The total mass load will not equal the net total mass load if credits are applied or sold, or if offsets are applied. The mass loads for compliance purposes are "Net Total Nitrogen" and "Net Total Phosphorus" reported as pounds per year on the Discharge Monitoring Report. Instruction for tracking credits and offset can be found in Part C **Error! Reference source not found.**C.10 – Tracking Offsets and Credits. The number of credits purchased can be determined by viewing the Department's Nutrient Trading Website at <http://www.dep.state.pa.us> Keyword "Nutrient Trading". The number of credits applied or sold, or offsets applied may change during the compliance year and subsequent truing period.
3. The Definitions in paragraph B apply to terms used in Part A and in the Supplemental DMR forms.
4. The *Annual Nutrient Summary* form shall be submitted no later than November 28th following the end of a compliance year for determination of compliance with the Net Total Nitrogen and Net Total Phosphorus Effluent Limits.

**B. Definitions**

1. Monthly Total Mass Load (lbs) = The sum of the actual daily discharge loads (lb/d) divided by the number of samples per month multiplied by the number of days in the month. Daily discharge load (lb/d) = Daily flow (MGD) on the day of sampling, multiplied by that day's sample concentration (mg/l) multiplied by 8.34.
2. Annual Total Mass Load (lbs) = The sum of the Monthly Total Mass Loads for one year beginning October 1<sup>st</sup> and ending September 30<sup>th</sup>.
3. Total Nitrogen = Kjeldahl-N plus Nitrate-Nitrite as N.
4. Compliance Year = The year long period starting October 1 and ending September 30. The compliance year will be named for the year in which it ends. Example: The period of October 1, 2010 through September 30, 2011 is compliance year 2011.
5. Truing period = the time allowed at the end of each compliance year for any entity to come into compliance through the application of credits towards the Net Total Mass Loads. This truing period will start on October 1<sup>st</sup> and end on November 28<sup>th</sup> of the same calendar year. During this period, compliance for the specified year may be achieved by using registered credits that were generated during that compliance year. Example: Credits that are used to achieve compliance in compliance year 2011 must have been generated during compliance year 2011.
6. Monthly Net Mass Load = Monthly Total Mass Load + Total Credits sold during the month – (Total Credits applied during the month – (Offsets applied/12)
7. Annual Net Mass Load (lb/year) = The sum of the Monthly Net Mass Loads for one year beginning October 1<sup>st</sup> and ending September 30<sup>th</sup>.

8. **Certification:** Written approval by the Department for the use of proposed or implemented activities to generate credits and/or offsets. Certifications are based on at least: 1) a credit or offset proposal to be submitted describing the qualifying activities that will reduce the nutrient loadings delivered to the Chesapeake Bay, 2) the calculation to quantify the pounds of reductions expected and 3) a verification plan that, when implemented, ensures that the qualifying nutrient reduction activities have taken place.
9. **Verification:** Implementation of the verification plan contained in a certified credit or offset proposal as required by the Department. Verification plans require annual submittal of documentation to the Department that demonstrates that the qualifying nutrient reduction activities have taken place for the applicable compliance year.
10. **Registration:** Approval by the Department of the use of credits or offsets in a permit. Registration will not occur until credits have been certified and verified, and for credits a trading contract has been submitted to the Department. The Department will register credits on an annual basis for use during the compliance year in which the qualifying nutrient reduction activities have taken place, and provide such credits with an annual registry number for reporting and tracking purposes.

#### C. Nutrient Credits and Offsets

1. Credit = The unit of compliance that corresponds with a pound of reduction of TP, TN or sediment as recognized by the Department which, when registered by the Department, may be used to comply with effluent limits.
2. Offset = Verb - The act of reducing the aggregate production of nutrients from an action or activity by use of a complimentary action, activity or technology on that site or directly related to the activity.  
Noun - The load in pounds of nitrogen or phosphorus created by an action, activity or technology that is available to apply against the proposed load to be generated. Offsets are not the same as credits as they cannot be directly bought, sold or transferred between owners, projects, or properties.
3. The permittee is authorized to apply nitrogen and phosphorus credits to this permit in order to comply with the Net Total Nitrogen and Net Total Phosphorus annual mass load effluent limits, when the credits are recognized by the Department through a trading program administered by the Department pursuant to "Final Trading of Nutrient and Sediment Reduction Credits – Policy and Guidelines," including all Attachments and Appendices.
4. Credits may be applied to the compliance obligations of this permit up until November 28 of the calendar year at the end of the current compliance period (e.g., if the period is the 12 months following 9/30/2010, credits may be applied up until 11/28/2011).
5. Whenever credits are applied or sold report the following, using Supplemental DMR forms:
  - Provide the registry number and trade effective dates.
  - Provide the type (nitrogen, phosphorus) and the number of credits purchased or sold of each.
6. Any time a contract expires during the term of this permit, the Department must be notified 30 days prior to the contract expirations and either a new contract provided or a discussion on how compliance with this permit will be achieved.
7. All credit transactions must be on the DEP's Trading website which can be viewed at [www.dep.state.pa.us](http://www.dep.state.pa.us) Keyword "Nutrient Trading".
8. Offsets approved by DEP are to be reported and used in calculating the net monthly mass load.
9. All credits must be certified by the Department and verified for the year in which they are used for compliance with this permit.

10. Tracking Offsets and Credits:

- a. Credits – the use of credits shall be tracked on Supplemental DMR forms provided with this permit. As identified on the forms entitled *Monthly Nitrogen Budget* (3800-FM-WSFR0445) and *Monthly Phosphorus Budget* (3800-FM-WSFR0446), the forms shall be submitted when a credit transaction occurs. Additionally, the form entitled *Annual Nutrient Summary* (3800-FM-WSFR0447) shall be submitted at the end of each compliance year. Credits are only for the compliance year in which they are used and must be reported each year.
- b. Offsets – the use of offsets shall be tracked on Supplemental DMR forms provided with this permit. As identified on the forms entitled *Monthly Nitrogen Budget* and *Monthly Phosphorus Budget*, the forms shall be submitted when offsets are claimed. Additionally, the *Annual Nutrient Summary* shall be submitted at the end of each compliance year. Some offsets will be deemed as permanent and can be claimed each year. Offsets must be reported each year during the permit cycle. Offsets deemed to be permanent can be used to adjust cap loads in future permits.

If an offset is approved during the compliance year, the offset generated shall be divided by twelve and applied to each monthly net mass load after the offset is approved. For example, 40 homes formerly utilizing on-lot systems are placed on public sanitary sewer service. The nitrogen offset of 25 lbs/year per home would be applicable. The offsets are approved in May of the compliance year, so the offset would be applied as follows:

$$(40 \text{ homes} \times 25 \text{ lbs / home}) / 12 \text{ months} = 83 \text{ lbs/month}$$

For each month following approval of the offset, 83 lbs of nitrogen will be applied as an offset each month to the Monthly Net Mass Load.

D. Offsets granted by connection of retired on-lot systems

The permittee is responsible for maintaining records that show that the on-lot systems existed or were put in place prior to January 1, 2003, and eliminated by connecting the dwellings to the sewage conveyance system after January 1, 2003. These records must verify that the on-lot system existed or was put in place prior to January 1, 2003, when the on-lot system was taken out of service, and when the dwelling was connected to the sewage conveyance system. These records must be maintained by the permittee as long as the offsets are counted toward the permittee's cap load. The permittee must make these records available for public inspection.

II. OTHER REQUIREMENTS

- A. No stormwater from pavements, areaways, roofs, foundation drains or other sources shall be admitted directly to the sanitary sewers associated with the herein approved discharge.
- B. 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.
- C. Collected screenings, slurries, sludges, and other solids shall be handled and disposed of in compliance with the Solid Waste Management Act (35 P.S. §§ 6018.101 - 6018.1003), and in a manner equivalent to the requirements indicated in Chapters 271, 273, 275, 283, and 285 (relating to permits and requirements for landfilling, land application, incineration, and storage of sewage sludge), Federal Regulation 40 CFR Parts 501 and 503, The Clean Streams Law, and the Federal Clean Water Act and its amendments.
- D. The permittee shall ensure that applied chlorine, used for disinfection or other purposes, is optimized to the degree necessary to minimize the total residual chlorine in the discharge. In doing so, the permittee shall consider relevant factors affecting chlorine dosage, such as wastewater characteristics, mixing and contact times, and desired result of chlorination.

- E. The permittee shall complete all Supplemental Reporting forms provided by the Department in this permit (or an approved equivalent), and submit the signed, completed forms to the Department on a monthly basis with the DMR, in accordance with Part A III.B of this permit.
- F. The permittee shall not discharge hauled-in wastes to the treatment plant under the following conditions, unless otherwise approved by the Department in writing:
- When acceptance of hauled-in wastes would cause a hydraulic or organic overload as defined in Chapter 94.1 of the Department's regulations.
  - When the treatment facility is considered to be in an existing hydraulic or organic overload condition, as determined by the permittee or the Department, as defined in Chapter 94.1 of the Department's regulations.
  - When the instantaneous flow at the treatment facility exceeds 3.618 MGD (the Chapter 94 hydraulic design capacity of the facility multiplied by a peaking factor of three), and for 24 hours following exceedance of this threshold.
- G. By March 31 of each year, the permittee shall submit a "Solids Management Inventory" to the Department with the Municipal Wasteload Management Report required by Chapter 94. The inventory shall include the following information for the preceding year, at a minimum: average annual flow (MGD), average influent BOD<sub>5</sub> (mg/l), average effluent CBOD<sub>5</sub> (mg/l), total volume of sludge wasted (gallons), average solids concentration of return or waste sludge flow (mg/l), and total sludge (biosolids) generated (wet or dry tons).
- H. All flows reported on DMRs and Supplemental Reporting forms shall include septage and all other hauled-in wastes. In addition, all hauled-in wastes shall be recorded on a daily basis on the Supplemental DMR.
- I. Composite influent samples shall be collected and analyzed for BOD<sub>5</sub> and Total Suspended Solids. Influent samples shall be collected at a location that is representative of all flows and loadings received by the facility. The influent mass BOD<sub>5</sub> loading to the plant, including all hauled-in wastes, shall be used for the development of annual Municipal Wasteload Management Reports.
- J. The Total Nitrogen (expressed as N) content of an aqueous sample is determined by adding the individual analytical results (expressed as N) for Total Kjeldahl Nitrogen, Nitrite-Nitrogen, and Nitrate-Nitrogen. Total Kjeldahl Nitrogen is the sum of Organic Nitrogen and Ammonia Nitrogen as determined by the Kjeldahl method.
- K. Use of tertiary nutrient filtration to meet nutrient effluent limitations shall be subject to the following requirements. The tertiary nutrient filters shall be operated at all times and treat up to the design flow capacity of the tertiary nutrient filters. Tertiary nutrient filtration shall be designed to treat at a minimum, the annual average daily design flow used to determine effluent limitations for this facility. NPDES compliance sampling for Total Nitrogen and/or Total Phosphorus shall be conducted in accordance with the nutrient requirements in Part A I.B.2 on any day the wastewater flow is diverted around the tertiary nutrient filters. To clarify, this may require sampling more often than is specified in Part A of this permit. The information shall be reported on the monthly supplemental to the Discharge Monitoring Report.

### III. Supplemental Information

- A. The hydraulic design capacity of 1.206 million gallons per day for the treatment facility is used to prepare the annual Municipal Wasteload Management Report to help determine whether a "hydraulic overload" situation exists, as defined in Title 25 Pa. Code Chapter 94.
- B. The effluent limitations for Outfall 001 were determined using an effluent discharge rate of 0.726 MGD.
- C. The organic design capacity of 1740 lbs BOD<sub>5</sub> per day for the treatment facility is used to prepare the annual Municipal Wasteload Management Report to determine whether an "organic overload" condition exists, as defined in 25 Pa. Code Chapter 94.



**pennsylvania**  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

**AUTHORIZATION TO DISCHARGE UNDER THE  
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM  
DISCHARGE REQUIREMENTS FOR PUBLICLY OWNED  
TREATMENT WORKS (POTWs)**

**NPDES PERMIT NO: PA0082589**

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.*,

**Fairview Township  
599 Lewisberry Road  
New Cumberland, PA 17070-2399**

is authorized to discharge from a facility known as **Fairview Township Southern STP**, located in **Fairview Township, York County**, to **Unnamed Tributary to Fishing Creek** in Watershed(s) 7-E in accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts A, B and C hereof.

**THIS PERMIT SHALL BECOME EFFECTIVE ON January 1, 2011**

**THIS PERMIT SHALL EXPIRE AT MIDNIGHT ON December 31, 2015**

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

1. If there is a conflict between the application, its supporting documents and/or amendments and the terms and conditions of this permit, the terms and conditions shall apply.
2. Failure to comply with the terms, conditions or effluent limitations of this permit is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application. 40 CFR 122.41(a)
3. A complete application for renewal of this permit, or notice of intent to cease discharging by the expiration date, must be submitted to DEP at least 180 days prior to the above expiration date (unless permission has been granted by DEP for submission at a later date), using the appropriate NPDES permit application form. 40 CFR 122.41(b), 122.21(d)

In the event that a timely and complete application for renewal has been submitted and DEP is unable, through no fault of the permittee, to reissue the permit before the above expiration date, the terms and conditions of this permit, including submission of the Discharge Monitoring Reports (DMRs), will be automatically continued and will remain fully effective and enforceable against the discharger until DEP takes final action on the pending permit application. 25 Pa. Code 92.9

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 DEC 22 2010

ISSUED BY 

Lee A. McDonnell, P.E.  
Water Management Program Manager

DATE PERMIT AMENDMENT ISSUED \_\_\_\_\_

**PART A. EFFLUENT LIMITATIONS, MONITORING, RECORD KEEPING AND REPORTING REQUIREMENTS**

I. A. For Outfall 001, Latitude 40° 9' 59.00", Longitude 76° 49' 13.00", River Mile Index 1.16, Stream Code 09339

**Discharging to Unnamed Tributary to Fishing Creek**

which receives wastewater from wastewater treatment facility

1. The permittee is authorized to discharge during the period from January 1, 2011 through December 31, 2015.
2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements, Footnotes and Supplemental Information).

Parameter	Mass Units (lbs/day) <sup>(1)</sup>				Concentrations (mg/L)				Monitoring Requirements		
	Average Monthly	Daily Maximum	Minimum	Maximum	Average Monthly	Weekly Average	Instant. Maximum	Minimum <sup>(2)</sup> Measurement Frequency	Required Sample Type		
Flow (MGD)	Report	Report	XXX	XXX	XXX	XXX	XXX	Continuous	Measured		
pH	XXX	XXX	6.0	XXX	XXX	XXX	9.0	1/day	Grab		
Dissolved Oxygen	XXX	XXX	5.0	XXX	XXX	XXX	XXX	1/day	Grab		
Total Residual Chlorine	XXX	XXX	XXX	XXX	0.22	XXX	0.74	1/day	Grab		
CBOD5	104	167	XXX	XXX	25	40	50	1/week	8-Hr Composite		
BOD5		Wkly Avg	XXX	XXX					8-Hr Composite		
Raw Sewage Influent	Report	Report	XXX	XXX	Report	XXX	XXX	1/week	Composite		
Total Suspended Solids Raw Sewage Influent	Report	Report	XXX	XXX	Report	XXX	XXX	1/week	Composite		
Total Suspended Solids	125	187	XXX	XXX	30	45	60	1/week	8-Hr Composite		
Fecal Coliform (CFU/100 ml) May 1 - Sep 30	XXX	XXX	XXX	XXX	200	XXX	XXX	1/week	Composite		
			XXX	XXX	Geo Mean	XXX	XXX	1/week	Grab		

**Outfall 001, Continued (from January 1, 2011 through December 31, 2015)**

Parameter	Effluent Limitations						Monitoring Requirements	
	Mass Units (lbs/day) <sup>(1)</sup>		Concentrations (mg/L)			Instant. Maximum	Minimum <sup>(2)</sup> Measurement Frequency	Required Sample Type
	Average Monthly	Daily Maximum	Minimum	Average Monthly	Weekly Average			
Fecal Coliform (CFU/100 ml) Oct 1 - Apr 30	XXX	XXX	XXX	2,000 Geo Mean	XXX	XXX	1/week	Grab
Ammonia-Nitrogen May 1 - Oct 31	7.9	XXX	XXX	1.9	XXX	3.8	1/week	Composite
Ammonia-Nitrogen Nov 1 - Apr 30	23	XXX	XXX	5.7	XXX	11	1/week	Composite
Total Phosphorus	8.3	XXX	XXX	2.0	XXX	4.0	1/week	Composite
Total Copper	0.075	XXX	XXX	0.018	XXX	0.04	2/month	Composite
Total Zinc	0.62	XXX	XXX	0.15	XXX	0.37	2/month	Composite

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): at discharge from facility.

**PART A - EFFLUENT LIMITATIONS, MONITORING, RECORDKEEPING AND REPORTING REQUIREMENTS  
(Continued)**

Additional Requirements

1. The discharger may not discharge floating materials, oil, grease, scum, foam, sheen and substances which produce color, taste, turbidity or settle to form deposits in concentrations or amounts sufficient to be, or creating a danger of being, inimical to the water uses to be protected or to human, animal, plant or aquatic life. 25 Pa. Code 92.51(6)
2. 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. 25 Pa. Code 92.2c(b)(1)
3. Effective disinfection to control disease producing organisms from the period of May 1 to September 30 shall be the production of an effluent which will contain a concentration not greater than 200/100 ml of fecal coliform colonies as a geometric mean, nor greater than 1,000/100 ml of these colonies in more than 10 percent of the samples tested. 25 Pa Code 92.2c(b)(2)

Footnotes

- (1) When sampling to determine compliance with mass effluent limitations, the discharge flow at the time of sampling must be measured and recorded.
- (2) This is the minimum number of sampling events required. Permittees are encouraged, and it may be advantageous in demonstrating compliance, to perform more than the minimum number of sampling events.

Supplemental Information

If the permit requires reporting of average weekly limitations use the following guideline. If the "maximum average concentration" and the "maximum average mass loading" does not occur within the same week, both the highest weekly average concentration and the highest weekly average mass load should be reported, regardless of whether they both occur during the same calendar week.

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

I. B. For Outfall 001, Latitude 40° 9' 59.00", Longitude 76° 49' 13.00", River Mile Index 1.16, Stream Code 09339

**Discharging to Unnamed Tributary to Fishing Creek**

which receives wastewater from wastewater treatment facility

1. The permittee is authorized to discharge during the period from January 1 2011 through September 30, 2012.
2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements, Footnotes and Supplemental Information).

Parameter <sup>(1)</sup>	Effluent Limitations				Monitoring Requirements	
	Mass Units (lbs)		Concentrations (mg/L)		Minimum <sup>(2)</sup> Measurement Frequency	Required Sample Type
	Monthly	Annual	Minimum	Monthly Average		
Ammonia--N	Report	Report		Report		1/week 8-Hr Composite
Kjeldahl--N	Report			Report		1/week 8-Hr Composite
Nitrate-Nitrite as N	Report			Report		1/week 8-Hr Composite
Total Nitrogen	Report	Report		Report		1/month Calculation
Total Phosphorus	Report	Report		Report		1/week 8-Hr Composite
Net Total Nitrogen	Report	Report				1/month Calculation
Net Total Phosphorus	Report	Report				1/month Calculation

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): at discharge from facility.

Footnotes:

- (1) See Part C for Chesapeake Bay Requirements.
- (2) This is the minimum number of sampling events required. Permittees are encouraged, and it may be advantageous in demonstrating compliance, to perform more than the minimum number of sampling events required.

**PART A - EFFLUENT LIMITATIONS, MONITORING, RECORD KEEPING AND REPORTING REQUIREMENTS**

I. C. For Outfall 001, Latitude 40° 9' 59.00", Longitude 76° 49' 13.00", River Mile Index 1.16, Stream Code 09339

**Discharging to Unnamed Tributary to Fishing Creek**

which receives wastewater from wastewater treatment facility

1. The permittee is authorized to discharge during the period from October 1, 2012 through December 31, 2015.
2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements, Footnotes and Supplemental Information).

Parameter <sup>(1)</sup>	Effluent Limitations				Monitoring Requirements	
	Mass Units (lbs)		Concentrations (mg/L)		Minimum <sup>(2)</sup> Measurement Frequency	Required Sample Type
	Monthly	Annual	Minimum	Maximum		
Ammonia--N	Report	Report			1/week	8-Hr Composite
Kjeldahl---N	Report				1/week	8-Hr Composite
Nitrate-Nitrite as N	Report				1/week	8-Hr Composite
Total Nitrogen	Report	Report			1/month	Calculation
Total Phosphorus	Report	Report			1/week	8-Hr Composite
Net Total Nitrogen	Report	9,132			1/month	Calculation
Net Total Phosphorus	Report	1,218			1/month	Calculation

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): at discharge from facility.

Footnotes:

- (1) See Part C for Chesapeake Bay Requirements.
- (2) This is the minimum number of sampling events required. Permittees are encouraged, and it may be advantageous in demonstrating compliance, to perform more than the minimum number of sampling events required.

## II. DEFINITIONS

**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.

**Average** refers to the use of an arithmetic mean, unless otherwise specified in this permit. 40 CFR 122.41(l)(4)(iii)

**Best Management Practices (BMPs)** means schedules of activities, prohibitions of practices, maintenance procedures and other management practices to prevent or reduce the pollution to surface waters of the Commonwealth. 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. 25 Pa. Code 92.1

**Bypass** means the intentional diversion of waste streams from any portion of a treatment facility. 40 CFR 122.41(m)(1)(i)

**Calendar Week** is defined as the seven consecutive days from Sunday through Saturday, unless the permittee has been given permission by DEP to provide weekly data as Monday through Friday based on showing excellent performance of the facility and a history of compliance. In cases when the week falls in two separate months, the month with the most days in that week shall be the month for reporting.

**Clean Water Act** means the Federal Water Pollution Control Act, as amended. (33 U.S.C.A. §§1251 to 1387).

**Composite Sample (for all except GC/MS volatile organic analysis)** means a combination of individual samples (at least eight for a 24-hour period or four for an 8-hour period) of at least 100 milliliters (mL) each obtained at spaced time intervals during the compositing period. The composite must be flow-proportional; either the volume of each individual sample is proportional to discharge flow rates, or the sampling interval is proportional to the flow rates over the time period used to produce the composite. EPA Form 2C

**Composite Sample (for GC/MS volatile organic analysis)** consists of at least four aliquots or grab samples collected during the sampling event (not necessarily flow proportioned). The samples must be combined in the laboratory immediately before analysis and then one analysis is performed. EPA Form 2C

**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.

**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. 25 Pa. Code 92.1 and 40 CFR 122.2

**Daily Maximum Discharge Limitation** means the highest allowable "daily discharge."

**Discharge Monitoring Report (DMR)** means the DEP or EPA supplied form(s) for the reporting of self-monitoring results by the permittee. 40 CFR 122.2

**Estimated Flow** means any method of liquid volume measurement 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.

**Geometric Mean** means the average of a set of n sample results given by the nth root of their product.

**Grab Sample** means an individual sample of at least 100 mL collected at a randomly selected time over a period not to exceed 15 minutes. EPA Form 2C

**Hazardous Substance** means any substance designated under 40 CFR Part 116 pursuant to Section 311 of the Clean Water Act. 40 CFR 122.2

**Immersion Stabilization (i-s)** means a calibrated device is immersed in the wastewater until the reading is stabilized.

**Indirect Discharger** means a non-domestic discharger introducing pollutants to a Publicly Owned Treatment Works (POTW). 25 Pa. Code 92.1 and 40 CFR 122.2

**Industrial User** means a non-domestic discharger introducing pollutants to a Publicly Owned Treatment Works (POTW). 25 Pa. Code 92.1

**Instantaneous Maximum** means the highest allowable discharge of a concentration of a substance at any one time as measured by a grab sample. 25 Pa. Code 92.1

**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.

**Monthly Average Discharge Limitation** means the highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

**Municipality** means a city, town, borough, country, parish, district, association or other public body created by or pursuant to State law and having jurisdiction over disposal of sewage, industrial wastes, or other wastes, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under §1288 of the Clean Water Act. 40 CFR 122.2

**Publicly Owned Treatment Works (POTW)** means a treatment works as defined by §212 of the Clean Water Act, owned by a municipality. The definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes or other conveyances if they convey wastewater to a POTW providing treatment. 25 Pa Code 92.1 and 40 CFR 122.2

**Severe Property Damage** means substantial physical damage to property, damage to the treatment facilities that causes them to become inoperable, or substantial and permanent loss of natural resources that 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. 40 CFR 122.41(m)(1)(ii)

**Stormwater** means the runoff from precipitation, snow melt runoff, and surface runoff and drainage. 25 Pa. Code 92.1

**Stormwater Associated With Industrial Activity** means the discharge from any conveyance which is used for collecting and conveying stormwater and which is directly related to manufacturing, processing or raw materials storage areas as defined at 40 CFR §122.26(b)(14) and 25 Pa. Code 92.1.

**Toxic Pollutant** means 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 may, on the basis of information available to DEP cause death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfunctions, including malfunctions in reproduction, or physical deformations in these organisms or their offspring. 25 Pa. Code 92.1

**Weekly Average Discharge Limitation** means the highest allowable average of "daily discharges" over a calendar week, calculated as the sum of all "daily discharges" measured during a calendar week divided by the number of "daily discharges" measured during that week.

### III. SELF-MONITORING, REPORTING AND RECORDKEEPING

#### A. Representative Sampling 40 CFR 122.4(j)(1)

1. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.
2. Records Retention 40 CFR 122.41(i)(2)

Except for records of monitoring information required by this permit related to the permittee's sludge use and disposal activities which shall be retained for a period of at least 5 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 3 years from the date of the sample measurement, report or application. The 3-year period shall be extended as requested by DEP or the EPA Regional Administrator.

3. Recording of Results 40 CFR 122.41(i)(3)

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

- a. The exact place, date and time of sampling or measurements.
- b. The person(s) who performed the sampling or measurements.
- c. The date(s) the analyses were performed.
- d. The person(s) who performed the analyses.
- e. The analytical techniques or methods used; and the associated detection level.
- f. The results of such analyses.

4. Test Procedures 40 CFR 122.41(i)(4)

Facilities that test or analyze environmental samples used to demonstrate compliance with this permit shall be in compliance with laboratory accreditation requirements of Act 90 of 2002 (27 Pa. C.S. §§4101-4113), relating to environmental laboratory accreditation. Unless otherwise specified in this permit, the test procedures for the analysis of pollutants shall be those approved under 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 Subpart J of 25 Pa. Code Chapter 271), or alternate test procedures approved pursuant to those parts, unless other test procedures have been specified in this permit.

5. Quality/Assurance/Control

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

- a. The permittee, or its designated laboratory, shall participate in the periodic scheduled quality assurance inspections conducted by DEP and EPA. 40 CFR 122.41(e), 122.41(i)(3)
- b. The permittee, or its designated laboratory, shall develop and implement a program to assure the quality and accurateness of the analyses performed to satisfy the requirements of this permit, in accordance with 40 CFR Part 136. 40 CFR 122.41(i)(4)

#### 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. 40 CFR 122.41(e) and 40 CFR 122.44(i)(1)
2. Unless instructed otherwise in Part C of this permit, properly completed DMR(s) must be received by the agency(ies) below within 28 days after the end of each reporting period. The permittee shall

complete all Supplemental Reporting forms (Supplemental DMRs) provided by DEP in this permit (or an approved equivalent), and submit the signed, completed forms as an attachment to the DMR(s). If the permittee elects to use DEP's electronic DMR (eDMR) system, one electronic submission may be made for DMRs and Supplemental DMRs. If paper forms are used, the completed forms shall be mailed to:

Department of Environmental Protection  
Water Management Program  
909 Elmerton Avenue  
Harrisburg, PA 17110-8200

3. The completed DMR Form shall be signed and certified by either of the following applicable persons, as defined in 25 Pa. Code § 92.23:

- For a corporation - by a principal executive officer of at least the level of vice president, or an authorized representative, if the representative is responsible for the overall operation of the facility from which the discharge described in the NPDES form originates.
- For a partnership or sole proprietorship - by a general partner or the proprietor, respectively.
- For a municipality, state, federal or other public agency - by a principal executive officer or ranking elected official.

If signed by a person other than the above, written notification of delegation of DMR signatory authority must be submitted to DEP in advance of or along with the relevant DMR form. 40 CFR 122.22(b)(3)

4. If the permittee monitors any pollutant at monitoring points as designated by this permit, using analytical methods described in Part A III.A.4. herein, 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. 40 CFR 122.41(l)(4)(ii)

#### C. Reporting Requirements

1. **Planned Changes** 40 CFR 122.41(l)(1) - The permittee shall give notice to DEP as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required 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 40 CFR §122.29(b).
  - b. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are not subject to effluent limitations in this permit.
  - 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 Noncompliance

The permittee shall give advance notice to DEP of any planned changes in the permitted facility or activity that may result in noncompliance with permit requirements. 40 CFR 122.41(l)(2)

#### 3. Unanticipated Noncompliance or Potential Pollution Reporting

- a. **Immediate Reporting** - The permittee shall report incidents causing or threatening pollution in accordance with the requirements of 25 Pa. Code Section 91.33. If, because of an accident, other activity or incident a toxic substance or another substance which would endanger users downstream from the discharge, or would otherwise result in pollution or create a danger of

pollution or would damage property, the permittee shall immediately notify DEP by telephone of the location and nature of the danger and if reasonable possible to do so, notify downstream users of the waters of the Commonwealth to which the substance was discharged. Such notice shall include the location and nature of the danger. The permittee shall immediately take or cause to be taken steps necessary to prevent injury to property and downstream users of the waters from pollution or a danger of pollution and, in addition, within 15 days from the incident, shall remove the residual substances contained thereon or therein from the ground and from the affected waters of this Commonwealth to the extent required by applicable law.

b. The permittee shall report any noncompliance which may endanger health or the environment in accordance with the requirements of 40 CFR 122.41(l)(6). These requirements include the following obligations:

(i) 24 Hour Reporting - The permittee shall orally report any noncompliance with this permit which may endanger health or the environment within 24 hours from the time the permittee becomes aware of the circumstances. The following shall be included as information which must be reported within 24 hours under this paragraph:

(1) Any unanticipated bypass which exceeds any effluent limitation in the permit;

(2) Any upset which exceeds any effluent limitation in the permit; and

(3) Violation of the maximum daily discharge limitation for any of the pollutants listed in the permit as being subject to the 24-hour reporting requirement. Note see 40 CFR 122.44(g)

(ii) Written Report - A written submission shall also be provided within 5 days of the time the permittee becomes aware of any noncompliance which may endanger health or the environment. 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.

(iii) Waiver of Written Report - DEP may waive the written report on a case-by-case basis if the associated oral report has been received within 24 hours from the time the permittee becomes aware of the circumstances which may endanger health or the environment. Unless such a waiver is expressly granted by DEP, the permittee shall submit a written report in accordance with this paragraph. 40 CFR 122.41(l)(6)(iii).

#### 4. Other Noncompliance

The permittee shall report all instances of noncompliance not reported under paragraph C.3 of this section or specific requirements of compliance schedules, at the time DMRs are submitted. The reports shall contain the information listed in paragraph C.3.b(ii) of this section. 40 CFR 122.41(l)(7)

**PART B**

**I. MANAGEMENT REQUIREMENTS**

**A. Compliance Schedules 25 Pa. Code 92.55 and 40 CFR 122.47(a)**

1. The permittee shall achieve compliance with the terms and conditions of this permit within the time frames specified in this permit.
2. The permittee shall submit reports of compliance or noncompliance, or progress reports as applicable, for 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. 40 CFR 122.47(a)(4)

**B. Permit Modification, Termination, or Revocation and Reissuance**

1. This permit may be modified, terminated, or revoked and reissued during its term in accordance with Title 25 Pa. Code 92.51(2) and 40 CFR 122.41(f).
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 noncompliance, does not stay any permit condition. 40 CFR 122.41(f)
3. In the absence of DEP 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. 40 CFR 122.41(a)(1)

**C. Duty to Provide Information**

1. The permittee shall furnish to DEP, within a reasonable time, any information which DEP may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. 40 CFR 122.41(h)
2. The permittee shall furnish to DEP, upon request, copies of records required to be kept by this permit. 25 Pa. Code 92.51(3)(ii) and 40 CFR 122.41(h)
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 DEP, it shall promptly submit the correct and complete facts or information. 40 CFR 122.41(l)(8)
4. The permittee shall provide the following information in the annual Municipal Wasteload Management Report, required under the provisions of Title 25 Pa. Code Chapter 94 unless a more stringent time period is required by law, regulation or permit condition in which case the more stringent time period will apply.
  - a. A 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 directly discharging pollutants. 40 CFR 122.42(b)(1)
  - b. A substantial change in the volume or character of pollutants being introduced into the POTW by an indirect discharger introducing pollutants into the POTW at the time of issuance of this permit. 40 CFR 122.42(b)(2)
  - c. Information on the quality and quantity of the effluent introduced into the POTW by an industrial user or an indirect discharger and the anticipated impact of the change in the quality and quantity of effluent to be discharged from the POTW. 40 CFR 122.42(b)(3)

- d. The identity of the 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 estimate concentration of each pollutant discharged into the POTW by the industrial user. 25 Pa. Code 92.53(c)
- e. The POTW shall require users of the treatment works subject to pretreatment standards adopted under Section 307(b) of the Clean Water Act to comply with the reporting requirements of Sections 204(b), 307, and 308 of the Clean Water Act and regulations thereunder. 25 Pa. Code 92.53(c)

D. Proper Operation and Maintenance

1. The permittee shall employ operator's certified in compliance with the Water and Wastewater Systems Operators Certification Act (63 P.S. §§1001-1015.1).
2. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) 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 that are installed by the permittee, only when necessary to achieve compliance with the terms and conditions of this permit. 40 CFR 122.41(e)

E. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge, sludge use or disposal in violation of this permit that has a reasonable likelihood of adversely affecting human health or the environment. 40 CFR 122.41(d)

F. Bypassing

1. Bypassing Not Exceeding Permit Limitations - The permittee may allow a bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions in paragraphs two, three and four of this section. 40 CFR 122.41(m)(2)
2. Other Bypassing - In all other situations, bypassing is prohibited and DEP may take enforcement action against the permittee for bypass unless:
  - a. A bypass is unavoidable to prevent loss of life, personal injury or "severe property damage." 40 CFR 122.41(m)(4)(i)(A)
  - 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 judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance. 40 CFR 122.41(m)(4)(i)(B)
  - c. The permittee submitted the necessary notice required in F.4.a. and b. below. 40 CFR 122.41(m)(4)(i)(C)
3. DEP may approve an anticipated bypass, after considering its adverse effects, if DEP determines that it will meet the conditions listed in F.2. above. 40 CFR 122.41(m)(4)(ii)
4. Notice
  - a. Anticipated Bypass – If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible, at least 10 days before the bypass. 40 CFR 122.41(m)(3)(i)

b. Unanticipated Bypass

- (i) The permittee shall submit immediate notice of an unanticipated bypass causing or threatening pollution. The notice shall be in accordance with Part A III.C.3.a.
- (ii) The permittee shall submit oral notice of any other unanticipated bypass within 24 hours, regardless of whether the bypass may endanger health or the environment or whether the bypass exceeds effluent limitations. The notice shall be in accordance with Part A III.C.3.b.

II. 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 DEP; 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 noncompliance)

Shall, upon conviction, be punished by a fine and/or imprisonment as set forth in 18 Pa.C.S.A § 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. Need to Halt or Reduce Activity Not a Defense

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. 40 CFR 122.41(c)

### III. OTHER RESPONSIBILITIES

#### A. Right of Entry

Pursuant to Sections 5(b) and 305 of Pennsylvania's Clean Streams Law, and Title 25 Pa. Code Chapter 92 and 40 CFR §122.41(i), the permittee shall allow authorized representatives of DEP and EPA, 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; 25 Pa. Code 92.51(3)(i) and 40 CFR 122.41(i)(1)
2. To have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit; 25 Pa. Code 92.51(3)(ii) and 40 CFR 122.41(i)(2)
3. To inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required under this permit; and 40 CFR 122.41(i)(3)
4. To sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act or the Clean Streams Law, any substances or parameters at any location. 40 CFR 122.41(i)(4)

#### 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 this 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 the Clean Water Act. 40 CFR 122.61(a)
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 DEP at least 30 days in advance of the proposed transfer date in paragraph 2.b. of this section; 25 Pa. Code 92.71a(1) and 40 CFR 122.61(b)(1)
  - b. The notice includes the appropriate DEP transfer form signed by the existing and new permittees containing a specific date for transfer of permit responsibility, coverage and liability between them; and 25 Pa. Code 92.71a(2) and 40 CFR 122.61(b)(2)
  - c. DEP does not notify the existing permittee and the proposed new permittee of its intent to modify or revoke and reissue this permit, the transfer is effective on the date specified in the agreement mentioned in paragraph 2.b. of this section. 25 Pa. Code 92.71a(3) and 40 CFR 122.61(b)(3)
  - d. The new permittee is in compliance with existing DEP issued permits, regulations, orders and schedules of compliance, or that any noncompliance with the existing permits has been resolved by an appropriate compliance action or by the terms and conditions of the permit (including compliance schedules set forth in the permit), consistent with § 92.55 (relating to schedules of compliance) and other appropriate DEP regulations. 25 Pa. Code 92.71a(4)
3. In the event DEP does not approve transfer of this 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. 40 CFR 122.41(g)

#### D. Duty to Reapply

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for a new permit. 40 CFR 122.21(d)

E. Other Laws

The issuance of this 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**

**I. CHESAPEAKE BAY SCHEDULE**

A. **Timing For Effective Dates Of Effluent Limitations.** The following schedule applies to effluent limitations in this permit:

<u>Provision Containing Effluent Limitation</u>	<u>Effective Date</u>
Part A I.A.2	January 1, 2011 through December 31, 2015
Part A I.B.2	January 1, 2011 through September 30, 2012
Part A I.C.2	October 1, 2012 through December 31, 2015

The permittee shall achieve compliance with all other terms and conditions of this permit upon the effective date of the permit, unless otherwise specified.

**II. CHESAPEAKE BAY NUTRIENT REQUIREMENTS**

A. General

1. The Net Total Nitrogen and Net Total Phosphorus mass load effluent limitations in Part A I.B and Part A I.C are required in order to meet the downstream water quality standards of the State of Maryland, as required by 25 Pa. Code Chapter 92, the federal Clean Water Act and implementing regulations. These effluent limitations do not reflect credits applied or sold or offsets applied, during this permit cycle.
2. The Total Nitrogen and Total Phosphorus Mass Load (actual mass load being discharged) shall be reported in the monthly Supplemental Discharge Monitoring Reports ("Supplemental DMR"). The total mass load will not equal the net total mass load if credits are applied or sold, or if offsets are applied. The mass loads for compliance purposes are "Net Total Nitrogen" and "Net Total Phosphorus" reported as pounds per year on the Discharge Monitoring Report. Instruction for tracking credits and offset can be found in Part C II.C.10 – Tracking Offsets and Credits. The number of credits purchased can be determined by viewing the Department's Nutrient Trading Website at <http://www.dep.state.pa.us> Keyword "Nutrient Trading". The number of credits applied or sold, or offsets applied may change during the compliance year and subsequent truing period.
3. The Definitions in paragraph B apply to terms used in Part A and in the Supplemental DMR forms.
4. The *Annual Nutrient Summary* form shall be submitted no later than November 28th following the end of a compliance year for determination of compliance with the Net Total Nitrogen and Net Total Phosphorus Effluent Limits.

B. Definitions

1. Monthly Total Mass Load (lbs) = The sum of the actual daily discharge loads (lb/d) divided by the number of samples per month multiplied by the number of days in the month. Daily discharge load (lb/d) = Daily flow (MGD) on the day of sampling, multiplied by that day's sample concentration (mg/l) multiplied by 8.34.
2. Annual Total Mass Load (lbs) = The sum of the Monthly Total Mass Loads for one year beginning October 1<sup>st</sup> and ending September 30<sup>th</sup>.
3. Total Nitrogen = Kjeldahl-N plus Nitrate-Nitrite as N.
4. Compliance Year = The year long period starting October 1 and ending September 30. The compliance year will be named for the year in which it ends. Example: The period of October 1, 2010 through September 30, 2011 is compliance year 2011.

5. Truing period = the time allowed at the end of each compliance year for any entity to come into compliance through the application of credits towards the Net Total Mass Loads. This truing period will start on October 1<sup>st</sup> and end on November 28<sup>th</sup> of the same calendar year. During this period, compliance for the specified year may be achieved by using registered credits that were generated during that compliance year. Example: Credits that are used to achieve compliance in compliance year 2011 must have been generated during compliance year 2011.

6. Monthly Net Mass Load

For Total Nitrogen:

Monthly Net Mass Load = Monthly Total Mass Load + (Total Credits sold during the month / 0.961 (TN delivery ratio for facility)) – (Total Credits applied during the month / 0.961 (TN delivery ratio for facility)) – Offsets applied

For Total Phosphorus:

Monthly Net Mass Load = Monthly Total Mass Load + (Total Credits sold during the month / 0.436 (TP delivery ratio for facility)) – (Total Credits applied during the month / 0.436 (TP delivery ratio for facility)) – Offsets applied

7. Annual Net Mass Load (lb/year) = The sum of the Monthly Net Mass Loads for one year beginning October 1<sup>st</sup> and ending September 30<sup>th</sup>.
8. Certification: Written approval by the Department for the use of proposed or implemented activities to generate credits and/or offsets. Certifications are based on at least (1) a credit or offset proposal to be submitted describing the qualifying activities that will reduce the nutrient loadings delivered to the Chesapeake Bay, (2) the calculation to quantify the pounds of reductions expected and (3) a verification plan that, when implemented, ensures that the qualifying nutrient reduction activities have taken place.
9. Verification: Implementation of the verification plan contained in a certified credit or offset proposal as required by the Department. Verification plans require annual submittal of documentation to the Department that demonstrates that the qualifying nutrient reduction activities have taken place for the applicable compliance year.
10. Registration: Approval by the Department of the use of credits or offsets in a permit. Registration will not occur until credits have been certified and verified, and for credits a trading contract has been submitted to the Department. The Department will register credits on an annual basis for use during the compliance year in which the qualifying nutrient reduction activities have taken place, and provide such credits with an annual registry number for reporting and tracking purposes.

#### C. Nutrient Credits and Offsets

1. Credit = The unit of compliance that corresponds with a pound of reduction of TP, TN or sediment as recognized by the Department which, when registered by the Department, may be used to comply with effluent limits.
2. Offset = Verb - The act of reducing the aggregate production of nutrients from an action or activity by use of a complimentary action, activity or technology on that site or directly related to the activity. Noun - The load in pounds of nitrogen or phosphorus created by an action, activity or technology that is available to apply against the proposed load to be generated. Offsets are not the same as credits as they cannot be directly bought, sold or transferred between owners, projects, or properties.
3. The permittee is authorized to apply nitrogen and phosphorus credits to this permit in order to comply with the Net Total Nitrogen and Net Total Phosphorus annual mass load effluent limits,

when the credits are recognized by the Department through a trading program administered by the Department pursuant to "Final Trading of Nutrient and Sediment Reduction Credits – Policy and Guidelines," including all Attachments and Appendices.

4. Credits may be applied to the compliance obligations of this permit up until November 28 of the calendar year at the end of the current compliance period (e.g., if the period is the 12 months following 9/30/2010, credits may be applied up until 11/28/2011).
5. Whenever credits are applied or sold report the following, using Supplemental DMR forms:
  - Provide the registry number and trade effective dates.
  - Provide the type (nitrogen, phosphorus) and the number of credits purchased or sold of each.
6. Any time a contract expires during the term of this permit, the Department must be notified 30 days prior to the contract expirations and either a new contract provided or a discussion on how compliance with this permit will be achieved.
7. All credit transactions must be on the DEP's Trading website which can be viewed at [www.dep.state.pa.us](http://www.dep.state.pa.us) Keyword "Nutrient Trading".
8. Offsets approved by DEP are to be reported and used in calculating the net monthly mass load.
9. All credits must be certified by the Department and verified for the year in which they are used for compliance with this permit.
10. Tracking Offsets and Credits:
  - a. Credits – the use of credits shall be tracked on Supplemental DMR forms provided with this permit. As identified on the forms entitled *Monthly Nitrogen Budget* (3800-FM-WSFR0445) and *Monthly Phosphorus Budget* (3800-FM-WSFR0446), the forms shall be submitted when a credit transaction occurs. Additionally, the form entitled *Annual Nutrient Summary* (3800-FM-WSFR0447) shall be submitted at the end of each compliance year. Credits are only for the compliance year in which they are used and must be reported each year.
  - b. Offsets – the use of offsets shall be tracked on Supplemental DMR forms provided with this permit. As identified on the forms entitled *Monthly Nitrogen Budget* and *Monthly Phosphorus Budget*, the forms shall be submitted when offsets are claimed. Additionally, the *Annual Nutrient Summary* shall be submitted at the end of each compliance year. Some offsets will be deemed as permanent and can be claimed each year. Offsets must be reported each year during the permit cycle. Offsets deemed to be permanent can be used to adjust cap loads in future permits.

If an offset is approved during the compliance year, the offset generated shall be divided by twelve and applied to each monthly net mass load after the offset is approved. For example, 40 homes formerly utilizing on-lot systems are placed on public sanitary sewer service. The nitrogen offset of 25 lbs/year per home would be applicable. The offsets are approved in May of the compliance year, so the offset would be applied as follows:

$$(40 \text{ homes} \times 25 \text{ lbs / home}) / 12 \text{ months} = 83 \text{ lbs/month}$$

For each month following approval of the offset, 83 lbs of nitrogen will be applied as an offset each month to the Monthly Net Mass Load.

#### D. Offsets Granted by Connection of Retired On-Lot Systems

The permittee is responsible for maintaining records that show that the on-lot systems existed or were put in place prior to January 1, 2003, and eliminated by connecting the dwellings to the sewage conveyance

system after January 1, 2003. These records must verify that the on-lot system existed or was put in place prior to January 1, 2003, when the on-lot system was taken out of service, and when the dwelling was connected to the sewage conveyance system. These records must be maintained by the permittee as long as the offsets are counted toward the permittee's cap load. The permittee must make these records available for public inspection.

### III. OTHER REQUIREMENTS

- A. No stormwater from pavements, areaways, roofs, foundation drains or other sources shall be admitted directly to the sanitary sewers associated with the herein approved discharge.
- B. 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.
- C. Collected screenings, slurries, sludges, and other solids shall be handled and disposed of in compliance with the Solid Waste Management Act (35 P.S. §§ 6018.101 - 6018.1003), and in a manner equivalent to the requirements indicated in Chapters 271, 273, 275, 283, and 285 (relating to permits and requirements for landfilling, land application, incineration, and storage of sewage sludge), Federal Regulation 40 CFR Parts 501 and 503, The Clean Streams Law, and the Federal Clean Water Act and its amendments.
- D. The permittee shall ensure that applied chlorine, used for disinfection or other purposes, is optimized to the degree necessary to minimize the total residual chlorine in the discharge. In doing so, the permittee shall consider relevant factors affecting chlorine dosage, such as wastewater characteristics, mixing and contact times, and desired result of chlorination.
- E. In the event that the Department determines that the permittee's batch discharges are causing impairment to the aquatic life of the receiving stream due to the magnitude and frequency of the discharges, the permittee shall submit a Corrective Action Plan to equalize decant flows prior to discharge with a schedule to complete the improvements. The Corrective Action Plan and schedule shall be submitted within 60 days of the Department's written notification. Upon approval of the Plan, the Department will issue an amendment to the facility's Water Quality Management Permit.
- F. The permittee shall complete all Supplemental Reporting forms provided by the Department in this permit (or an approved equivalent), and submit the signed, completed forms to the Department on a monthly basis with the DMR, in accordance with Part A III.B of this permit.
- G. The permittee shall not discharge hauled-in wastes to the treatment plant under the following conditions, unless otherwise approved by the Department in writing:
  - When acceptance of hauled-in wastes would cause a hydraulic or organic overload as defined in Chapter 94.1 of the Department's regulations.
  - When the treatment facility is considered to be in an existing hydraulic or organic overload condition, as determined by the permittee or the Department, as defined in Chapter 94.1 of the Department's regulations.
  - When the instantaneous flow at the treatment facility exceeds 2.82 MGD (the Chapter 94 hydraulic design capacity of the facility multiplied by a peaking factor of three), and for 24 hours following exceedance of this threshold.
- H. All flows reported on DMRs and Supplemental Reporting forms shall include septage and all other hauled-in wastes. In addition, all hauled-in wastes shall be recorded on a daily basis on the Supplemental DMR.
- I. Influent BOD5 and TSS samples shall be collected and analyzed. Loading from hauled-in wastes must also be included in plant loading through analyses of the hauled-in wastes reported on DMR Supplemental

Forms or influent composite sampling. If hauled-in wastes are not included in influent composite analyses, for each day in which hauled-in wastes are received at the facility, indicate the volume and combined loading of septage, sludge, and other wastes received during the day on the DMR Supplemental Form. Loading from the hauled-in waste shall be based on a daily composite of grab samples from the individual truck loads.

#### IV. Supplemental Information

- A. The hydraulic design capacity of 0.94 million gallons per day for the treatment facility is used to prepare the annual Municipal Wasteload Management Report to help determine whether a "hydraulic overload" situation exists, as defined in Title 25 Pa. Code Chapter 94.
- B. The effluent limitations for Outfall 001 were determined using an effluent discharge rate of 0.50 MGD.
- C. The organic design capacity of 1,280 lbs BOD<sub>5</sub> per day for the treatment facility is used to prepare the annual Municipal Wasteload Management Report to determine whether an "organic overload" condition exists, as defined in 25 Pa. Code Chapter 94.

#### V. SOLIDS MANAGEMENT

- A. The permittee shall manage and properly dispose of sewage sludge and/or biosolids, produced by the system, by balancing the amount of solids maintained within the treatment system. The permittee shall develop a scheduled sludge wasting rate that maintains an appropriate mass balance for the specific treatment process type and system loadings and maintains compliance with permit effluent conditions. Holding excess sludge within clarifiers or in the disinfection process is not acceptable. The permittee shall compute and set the wasting rate and time so as to maintain an appropriate balance of sludge in the system. Seasonal variations shall be considered in developing sludge wasting rates.
- B. The permittee shall submit the Supplemental Reports entitled, "Supplemental Report – Sewage Sludge/Biosolids Production and Disposal" (Form No. 3800-FM-WSFR0438) and "Supplemental Report – Influent & Process Control" (Form No. 3800-FM-WSFR0436), as attachments to the DMR on a monthly basis. When applicable, the permittee shall submit the Supplemental Reports entitled, "Supplemental Report – Hauled In Municipal Wastes" (Form No. 3800-FM-WSFR0437) and "Supplemental Report – Hauled In Residual Wastes" (Form No. 3800-FMWSFR0450), as attachments to the DMR.
- C. By March 31 of each year, the permittee shall submit a "Sewage Sludge Management Inventory" that summarizes the amount of sewage sludge and/or biosolids produced and wasted during the calendar year from the system. The "Sewage Sludge Management Inventory" may be submitted with the Municipal Wasteload Management Report required by Chapter 94. This summary shall include the expected sewage sludge production (estimated using the methodology described in the U.S. EPA handbook, "Improving POTW Performance Using the Composite Correction Approach" (EPA-625/6-84-008), compared with the actual amount disposed during the year. Sludge quantities shall be expressed as dry weight in addition to gallons or other appropriate units.

#### VI. RECEIPT OF RESIDUAL WASTE

- A. The permittee shall document each load of residual waste (including but not limited to wastewater from oil and gas wells, food processing waste, and landfill leachate) received for processing at the treatment facility. Upon receipt, the permittee shall record the information required for the Residual Waste Supplemental DMR (Form No. 3800-FM-WSFR0450) and the residual waste transporter operational record pursuant to 25 Pa. Code § 299.219 as follows:
  - 1. The types or classifications of residual waste received and well permit # if applicable.
  - 2. The weight or volume of the types of wastes received.
  - 3. The name, mailing address, telephone number, county and state of each generator of residual waste received.

4. The name and location of any transfer facility that received and transferred the waste.
  5. The name and address of the person or municipality collecting or transporting the waste.
  6. The license plate number of the vehicle/trailer transporting the waste.
- B. This information at a minimum can be found on the required daily operational record of the transporter. If the transporter is unable to provide this information, the load shall not be accepted by the permittee until such time as the transporter is able to provide the required information.
- C. In addition, the permittee shall summarize the information on a monthly basis and submit the enclosed Residual Waste DMR Supplemental Form (Form No. 3800-FM-WSFR0450) to the Department as an attachment to the DMR.
- D. Prior to receipt of any residual waste, the permittee shall obtain a chemical analysis of the wastewater as required in 25 Pa. Code § 287.54 from the generator of the wastewater.
- E. For oil and gas wastewaters, within 30 days of delivering fracturing (frac) water to the treatment facility, the operator of the well or well site generating the frac water will submit a characterization of the frac wastewater using the parameters listed in the Bureau of Waste Management Form 26R. For the first 30 days of wastewater generation after fracturing, the operator of the well site will provide and the receiving facilities will rely upon an oil and gas industry generic characterization of the wastewater. A waste characterization (as described above) will need to be submitted for all other types of wastewater generated prior to acceptance at the treatment facility.
- F. The information required by this condition shall be retained by the permittee for 5 years from the date of receipt. This information must be made available for inspection by and a copy made available to the Department, upon request.

## Schedule 4.5

### Pending or Threatened Litigation

NONE

Schedule 4.6

Environmental Matters

NONE

## Schedule 4.8

### Real Estate

#### List of Real Property Interests (“In Fee”) to Be Acquired

1. North Wastewater Treatment Plant Site
  - Parcel ID# 27000SF0067A000000
  - Parcel ID# 27000SF00670000000
  - Parcel ID# 27000SF0068A000000
  - Parcel ID# 27000SF00690000000
  - Parcel ID# 27000SF0069B000000
  - Parcel ID# 27000SF00680000000
2. South Wastewater Treatment Plant Site; and
3. Pump Stations – FAIRVIEW to provide parcel info.
4. Other Property – FAIRVIEW to provide

## Schedule 4.9

### List of Easements, Licenses and Rights-of-Way

To be furnished by FAIRVIEW - Listed by Parties, Date of Agreement, Deed book/page #

## Schedule 4.10

### Personalty

NONE

## Schedule 4.11

### Leases

1. Land Lease Agreement for cellular tower
  - Original Land Lease Agreement between Fairview Township Authority and Pennsylvania Cellular Telephone Corp. dated April 18, 1996.
  - Assignment of Land Lease Agreement between Fairview Township Authority and Fairview Township dated June 25, 1997.

## Schedule 4.12

### Contracts

1. Red Barn Trading Company Agreement to purchase Nitrogen water quality nutrient credits for a period of 15 years dated April 10, 2008

2. Reservation of Capacity Fee Agreements - Agreements to be provided by FAIRVIEW

Owner	EDUs
Chris McKinney	1
Paul E. Shearer Trust	3
DJH Penn Valley	13
Eastern Development & Planning	157
Old York Developers, LLC	26
Gemcraft Homes	39
	239

3. Prepaid Tapping Fees Agreements - Agreements to be provided by FAIRVIEW

Subdivision Name	Original			Remaining	
	EDUs	Each	Total	EDUs	Cost
Briarcliff, Phase 1 & 2	72	\$3,015	\$217,080	3	\$9,045
Old Orchard, Phase 3	88	\$4,440	390,720	46	204,240
Woods @ Deer Run	16	\$4,440	71,040	7	31,080
Pelleschi	2	\$4,440	8,880	2	8,880
Beinhower	2	\$4,440	8,880	2	8,880
Woodbridge, Phase 7 - S&A	27	\$4,440	119,880	6	26,640
Woodbridge, Phases 8-11	59	\$8,130	479,670	31	252,030
Weatherstone	37	\$4,010	148,370	27	108,270
				124	\$649,065

4. Lower Allen Township Agreement for the connection to the outfall line of Lower Allen Authority.

- Original Agreement between the Fairview Township Authority and the Lower Allen Township Authority dated December 28, 1976.
- Amendment to Agreement dated June 6, 1994.
- Second Amendment to Outfall Agreement dated March 13, 2000.

5. Lower Allen Township Agreement for collection, transportation, treatment, and discharge of sewage from portions of the Township of Fairview

- Original Agreement between the Township of Fairview/Fairview Township Authority and the Township of Lower Allen dated December 28, 1976.
- Amendment to Agreement dated September 6, 1990.
- Third Amendment to Agreement dated September 4, 1997.

6. Other Agreements to be provided by FAIRVIEW

## Schedule 4.14

### Liabilities

1. General Obligation Bonds, Series 2013
2. PNC Loan Obligation 606587833
3. PNC Loan Obligation 606588131
4. PNC Loan Obligation 606587887
5. PNC Loan Obligation 606633301

Schedule 4.15

Customer Advances

NONE

## Schedule 6.2.2

### Fairview's Existing Wastewater Rates - to be adopted by PAWC as its base rates effective at Closing

- Residential Customers
  - \$192.00 per EDU per quarter or \$64.00 per month per EDU
  
- Commercial Customers
  - \$233.00 per EDU per quarter or \$77.67 per EDU per month
  - Volumetric Charge - \$11.506/Thousand Gallons for all usage over 20,250 per EDU per quarter or over 6,750 per EDU per month.

## Schedule 6.2.3

### Phase 2 Collection System

The Phase 2 Collection System is currently under design. The Phase 2 Collection System generally consists of the following:

- Park Pump Station gravity sewer and force main up S.R. 114 to Stetler Road and across S.R. 114 to Stetler Road, down church access drive to existing interceptor. (4,000 feet of force main; 2600 feet of gravity main; 17 laterals)
- Leg at church triangle (475 feet of gravity main; 185 feet of force main to valve vault; 3 laterals)
- Spangler Mill Pump Station to Shauffnertown Road through right-of-way to Diller and Ridge Roads (includes Meadowbrook Mobile Home Park). (4,200 feet of gravity main; 47 homes and 5 lots)
- Spangler Mill Pump Station to valve vault on Old Forge Road. (2,600 feet of force main; 2,300 feet of gravity main; 17 homes)
- Carriage Road to Stetler Road and to end of force main across S.R. 114. (625 feet of force main; 3300 feet of gravity main; 49 homes)
- Old Forge Pump Station heading north to triangle. (1700 feet of force main; 2,150 feet of gravity main, 22 homes)
- Old Forge Pump Station heading south including bore to Bunker Hill MH 4-2.5. (1,000 feet of gravity main; bore under creek ; 120 feet of lining; 12 homes)
- Bunker Hill Road to Rudytown Road, Sunset View Drive and Bradley Circle. (4,500 feet of gravity main; 385 feet of low pressure to #866 Rudytown Road; 60 homes and 4 lots)
- Null Road and Scenic Circle. (900 feet of gravity main; 12 homes)
- Low pressure force main. (350 feet of low pressure force main; 4 homes)

## Schedule 8.1.7

### Certification of Financial Information

#### CERTIFICATE AS TO DEBT, CONTRIBUTIONS, AND ADDITIONS AND RETIREMENTS

The undersigned officer of the Township of Fairview ("FAIRVIEW"), with regard to the Purchase Agreement dated \_\_\_\_\_ (the "Agreement") between the FAIRVIEW, as Seller, and Pennsylvania American Water Company ("PAWC"), as Buyer, for the sale by FAIRVIEW to PAWC of the public wastewater treatment, collection and disposal system now owned by FAIRVIEW (the "Wastewater System"), hereby certifies that:

1. The amount of FAIRVIEW's net outstanding long-term debt or notes related to the Wastewater System is \$\_\_\_\_\_.
2. The amount of all unexpired customers' advances for construction and unexpended contributions in aid of construction is \$\_\_\_\_\_.
3. The additions or retirements to the Wastewater System during the period [date of agreement] through the date of this Certificate, together with the cost thereof, are: \$\_\_\_\_\_.

All of the foregoing statements are true and correct as of the \_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

TOWNSHIP OF FAIRVIEW

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

(SEAL)

## Schedule 8.1.9

### Opinion of Counsel (FAIRVIEW)

Sample Attached (2 pages) – Final to be provided at Closing

[DATE]

Pennsylvania-American Water Company  
800 West Hersheypark Drive  
Hershey, PA 17033

Ladies and Gentlemen:

I have acted as counsel for \_\_\_\_\_, a Pennsylvania \_\_\_\_\_ (the "Seller") in connection with the execution and delivery by the Seller of the Purchase Agreement (the "Agreement") dated \_\_\_\_\_ between the Seller and Pennsylvania-American Water Company, a Pennsylvania corporation ("PAWC"). This opinion is delivered to you pursuant to Paragraph 8.1.9 of the Agreement. All capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Agreement unless otherwise noted.

In connection with the opinions expressed below, I have made such examination of law and have examined originals, or copies certified or otherwise identified to my satisfaction, of the Agreement and all other agreements and instruments to be executed by the Seller in connection with the Agreement ("Transaction Documents"), and such documents and records of the Seller, certificates of public officials and of officers of the Seller, and such other documents as I have deemed necessary or appropriate.

Based upon and subject to the foregoing, it is my opinion that as of the date hereof:

1. The Seller is validly existing under the laws of the Commonwealth of Pennsylvania and has all requisite municipal power and municipal authority to perform its obligations under the Agreement, and to own the Acquired Assets as now owned or leased and to operate the Acquired Assets as now operated.
2. All proceedings required to be taken by or on the part of the Seller to authorize the execution, delivery and performance of the Agreement and the Transaction documents, and the consummation of the transactions thereby, have been duly and properly taken. Each of the Agreement and the Transaction Documents have been duly and validly executed and delivered.
3. All consents, approvals, authorizations or orders of any court or governmental authority of the United States or the Commonwealth of Pennsylvania required for the consummation by the Seller of the transactions contemplated by the Agreement have been obtained.

4. Neither the execution and delivery of the Agreement and the Transaction documents by the Seller not the consummation of the transactions contemplated thereby will conflict with, or result in a breach of, the terms, conditions, or provisions of, or constitute a default under, the terms of any agreement or instrument to which the Seller is a party or by which the Acquired Assets may be bound or affected. The execution, delivery and performance of, and compliance with, the Agreement and the Transaction Documents by the Seller will not violate any provision of any law, rule, regulation, or to my knowledge, order, permit, certificate, writ, judgment, injunction, decree, determination, award or other decision of any court, arbitrator or governmental authority, by which the Seller is bound or to which it is subject.

5. The Agreement and other agreements and documents to be executed pursuant thereto, when executed and delivered by the Seller, will constitute legal, valid and binding obligations of the Seller, enforceable against it in accordance with their respective terms.

(SUBJECT TO CUSTOMARY ASSUMPTIONS AND EXCLUSIONS TO BE INCLUDED  
PRIOR TO CLOSING)

Sincerely,

## Schedule 8.1.13

### Permits Issued

Refer to Schedule 4.4

## Schedule 8.2.3

### Opinion of Counsel (PAWC)

Sample Attached – To be provided at Closing (1 page)

Date \_\_\_\_\_

I am Corporate Counsel for Pennsylvania-American Water Company ("PAWC"), a Pennsylvania corporation, in connection with the execution and delivery of the Purchase Agreement dated \_\_\_\_\_, between \_\_\_\_\_, as Seller, and PAWC, as Purchaser, for the sale by \_\_\_\_\_ to PAWC of the public wastewater system ("Wastewater System") and assets related to the Wastewater System now owned by \_\_\_\_\_. This Opinion is delivered to you under Paragraph 8.2.3 of the Purchase Agreement.

Based upon and subject to the foregoing, it is my opinion that as of the date hereof:

1. PAWC is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and has all requisite corporate power and authority to own, lease and operate the Wastewater System.

2. The execution, delivery and performance of the Purchase Agreement does not, and the consummation of the transaction contemplated by the Purchase Agreement as of Closing will not, violate any provision of law or conflict with, result in a breach of, or constitute a default under, the terms, conditions or provisions of any agreement, contract or other instrument to which PAWC is a party.

Sincerely,

\_\_\_\_\_  
Corporate Counsel  
Pennsylvania American Water

**Pennsylvania-American Water Company, Inc.**  
**Pro-Forma Balance Sheet (Unaudited)**  
**December 31, 2014**  
(Dollars in thousands)

	<b>PAWC</b>	<b>Fairview</b>	<b>Consolidated</b>
	<b>December 31,</b>	<b>December 31,</b>	<b>December 31,</b>
	<b>2014</b>	<b>2014</b>	<b>2014</b>
	<b>(Audited)</b>	<b>(Unaudited)</b>	<b>(Unaudited)</b>
<b>Property, plant and equipment</b>			
Utility plant - at original cost less accumulated depreciation	\$ 3,340,425	\$ 15,286	\$ 3,355,711
Utility plant acquisition adjustments, net	\$ 14,401		\$ 14,401
Total Non-Utility Plant, net	\$ 505		\$ 505
<b>Total property plant and equipment</b>	<b>\$ 3,355,331</b>	<b>\$ 15,286</b>	<b>\$ 3,370,617</b>
<b>Current assets</b>			
Cash and cash equivalents	\$ 849	\$ 11,608	\$ 12,457
Accounts receivable:			
Billed, net of allowance for doubtful accounts	\$ 49,599	\$ 398	\$ 49,997
Unbilled	\$ 30,971	\$ -	\$ 30,971
Other current assets	\$ 32,924	\$ 313	\$ 33,237
<b>Total current assets</b>	<b>\$ 114,343</b>	<b>\$ 12,318</b>	<b>\$ 126,661</b>
<b>Long-term assets</b>			
Regulatory assets	\$ 189,484		\$ 189,484
Goodwill	\$ 39,782		\$ 39,782
Prepaid Pension Expense	\$ -		\$ -
Other	\$ 23,449		\$ 23,449
<b>Total long-term assets</b>	<b>\$ 252,715</b>	<b>\$ -</b>	<b>\$ 252,715</b>
<b>Total assets</b>	<b>\$ 3,722,389</b>	<b>\$ 27,604</b>	<b>\$ 3,749,993</b>
<b>Capitalization and Liabilities</b>			
<b>Capitalization</b>			
<b>Total stockholder's equity</b>	<b>\$ 1,282,291</b>	<b>\$ 7,709</b>	<b>\$ 1,290,000</b>
Long-term debt	\$ 1,144,047	\$ -	\$ 1,144,047
Preferred stock without mandatory redemption requirements	\$ -		\$ -
Preferred stock with mandatory redemption requirements	\$ 8,852		\$ 8,852
<b>Total capitalization</b>	<b>\$ 2,435,190</b>	<b>\$ 7,709</b>	<b>\$ 2,442,899</b>
<b>Current liabilities</b>			
Notes payable - associated companies	\$ 73,766	\$ 17,714	\$ 91,480
Current portion of long-term debt	\$ 5,217	\$ 1,476	\$ 6,693
Other	\$ 135,760	\$ 705	\$ 136,465
<b>Total current liabilities</b>	<b>\$ 214,743</b>	<b>\$ 19,895</b>	<b>\$ 234,638</b>
<b>Long-term liabilities</b>			
Deferred income taxes	\$ 768,264		\$ 768,264
Regulatory Liabilities	\$ 32,238	\$ -	\$ 32,238
Other	\$ 127,081		\$ 127,081
<b>Total long-term liabilities</b>	<b>\$ 927,583</b>	<b>\$ -</b>	<b>\$ 927,583</b>
<b>Contributions in aid of construction</b>	<b>\$ 144,873</b>	<b>\$ -</b>	<b>\$ 144,873</b>
<b>Total capitalization and liabilities</b>	<b>\$ 3,722,389</b>	<b>\$ 27,604</b>	<b>\$ 3,749,993</b>

**Pennsylvania-American Water Company, Inc.**  
**Proforma Income Statement for the 12 Months Ended December 31, 2014 (Unaudited)**  
**(Dollars in thousands)**

	<b>PAWC</b>		<b>Fairview TWP</b>		<b>Consolidated</b>
	<b>12 Months Ended</b>		<b>12 Months Ended</b>		<b>12 Months Ended</b>
	<b>December 31, 2014</b>		<b>December 31, 2014</b>		<b>December 31, 2014</b>
	<b>Audited</b>		<b>Unaudited</b>		<b>Unaudited</b>
<b>Operating revenues</b>	<b>\$ 605,432</b>	<b>\$</b>	<b>4,198</b>	<b>\$</b>	<b>\$ 609,630</b>
<b>Operating expenses</b>					
Operation and maintenance	\$ 199,887	\$	2,191	\$	202,078
Depreciation and amortization	\$ 81,165	\$	727	\$	81,892
General taxes and other	\$ 21,296	\$	-	\$	21,296
<b>Total Operating Expenses</b>	<b>\$ 302,348</b>	<b>\$</b>	<b>2,918</b>	<b>\$</b>	<b>\$ 305,266</b>
<b>Operating income</b>	<b>\$ 303,084</b>	<b>\$</b>	<b>1,280</b>	<b>\$</b>	<b>\$ 304,364</b>
<b>Other income (expenses)</b>					
Other income, net	\$ 48	\$	6	\$	54
Interest expense, net	\$ 66,712	\$	(589)	\$	66,123
Total Other Expenses	<b>\$ (66,664)</b>	<b>\$</b>	<b>(583)</b>	<b>\$</b>	<b>\$ 66,177</b>
<b>Income before income taxes</b>	<b>\$ 236,420</b>	<b>\$</b>	<b>697</b>	<b>\$</b>	<b>\$ 237,117</b>
<b>Provision for income taxes</b>	<b>\$ 96,237</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>\$ 96,237</b>
<b>Net income</b>	<b>\$ 140,183</b>	<b>\$</b>	<b>697</b>	<b>\$</b>	<b>\$ 140,880</b>

PENNSYLVANIA-AMERICAN WATER COMPANY

I, E.T. HICKS, Assistant Secretary of Pennsylvania-American Water Company, a Pennsylvania corporation (the "Company"), DO HEREBY CERTIFY that below is a true and correct copy of resolutions duly adopted by the Board of Directors of the Company by Unanimous Consent on June 1, 2015, and that such resolutions have not been amended or rescinded and are still in full force and effect:

RESOLVED, that the officers of the Company be, and they hereby are, authorized to purchase the assets of Fairview Township's wastewater system; and

RESOLVED, that any and all actions previously taken by such proper officers of the Company in executing and delivering to Fairview Township an agreement to purchase the assets of Fairview Township's wastewater system are ratified, confirmed and approved; and

RESOLVED, that the proper officers including but not limited to the President or a Vice President of the Company be, and hereby are, authorized and directed to execute and deliver any and all documents, make all filings and do any other thing which they may deem necessary, proper or desirable to effectuate the purposes of the foregoing resolutions, and to carry out the closing of the purchase of Fairview Township's wastewater system.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of this Company this 2nd day of June, 2015.

  
Assistant Secretary

**FAIRVIEW TOWNSHIP**  
**York County, Pennsylvania**

**RESOLUTION NO. 2015- 12**

**A RESOLUTION OF FAIRVIEW TOWNSHIP, YORK COUNTY, PENNSYLVANIA, AUTHORIZING THE TOWNSHIP TO ENTER INTO A PURCHASE AGREEMENT WITH PENNSYLVANIA-AMERICAN WATER COMPANY FOR THE SALE OF THE FAIRVIEW TOWNSHIP WASTEWATER TREATMENT, COLLECTION AND DISPOSAL SYSTEM, AUTHORIZING THE APPROPRIATE OFFICIALS OF THE TOWNSHIP TO FULLY EXECUTE AND DELIVER THE PURCHASE AGREEMENT TO PENNSYLVANIA-AMERICAN WATER COMPANY, AND AUTHORIZING THE TOWNSHIP STAFF, SOLICITOR AND ENGINEERS TO TAKE ANY AND ALL ACTIONS NECESSARY TO COMPLY WITH AND COMPLETE THE TRANSACTION CONTEMPLATED BY THE PURCHASE AGREEMENT.**

**WHEREAS**, Fairview Township, York County, Pennsylvania ("Township") is a township of the second class; and

**WHEREAS**, the Township is the owner and operator of a public sanitary wastewater treatment, collection and disposal system ("Sewer System"); and

**WHEREAS**, the Sewer System consists of both real property, in the form of pump station sites, treatment plant site, including improvements thereon and other interests in real estate and personal property, in the form of mains, laterals, pumps, valves and other equipment employed as a part of the Sewer System; and

**WHEREAS**, Pennsylvania-American Water Company ("PAWC") has submitted an offer to purchase the Sewer System by virtue of a Purchase Agreement, which is attached hereto and is incorporated herein by reference; and

**WHEREAS**, PAWC is a public utility as defined by the Pennsylvania Public Utility Code, as amended; and

**WHEREAS**, Section 1503(a) of the Pennsylvania Second Class Township Code, as amended (53 P.S. §66503(a)) authorizes a second class township to sell real property by public auction after due advertisement; and

**WHEREAS**, Section 1503 (c)(8) of the Pennsylvania Second Class Township Code, as amended (53 P.S. §66503(c)) provides that the requirements of bidding and advertisement set forth in Section 1503 do not apply to the conveyance or lease of real property by the township to a public utility; and

**WHEREAS**, Section 1504(a) of the Pennsylvania Second Class Township Code, as amended, (53 P.S. §66504(a)), authorizes a second class township to sell personal property by public auction after due advertisement; and

**WHEREAS**, Section 1504(c)(2)(viii) of the Pennsylvania Second Class Township Code, as amended, (53 P.S. §66504(c)) provides that the requirements of bidding and advertisement set forth in Section 1504 do not apply to the sale or lease of personal property by the township to a public utility; and

**WHEREAS**, the Township obtained a valuation report from a third-party, AUS Consultants to determine an estimated fair market value of the Sewer System; and

**WHEREAS**, the Board of Supervisors have concluded that the value of the offer by Pennsylvania-American Water Company is fair and reasonable in light of the valuation report; and

**WHEREAS**, the Board of Supervisors of Fairview Township, have determined that the sale of the Sewer System to PAWC pursuant to the terms and conditions of the Purchase Agreement is generally in the best interests of the Township; and

**WHEREAS**, the Board of Supervisors specifically have determined that the sale of the Sewer System offers the following benefits:

- a. It relieves the Township residents of the continuing duty and expense to maintain, finance, inspect, upgrade, repair, replace, enlarge and otherwise operate the Sewer System;
- b. It will help stabilize sewer rates for the approximately 3900 users of the Sewer System by spreading the costs of maintenance, upgrade, repair, replacement, enlargement and overall operation to the approximately 667,000 customers of Pennsylvania-American Water Company;
- c. It will save 300 residences within the Act 537 Plan project area a combined \$2,850,000.00 in tapping fee cost (\$9,500.00 per home) to connect to the Sewer System;
- d. It requires Pennsylvania-American Water Company to complete, at its cost, the Act 537 Plan Project;
- e. It will enable the Township to retire all existing sewer debt; and
- f. Pennsylvania-American Water Company intends to convert the billing for sewer service to a consumption-based rate, which will more fairly reflect a customer's use of the Sewer System.

**NOW, THEREFORE, BE IT SO RESOLVED** by the Board of Supervisors of Fairview Township, York County, Pennsylvania, and by and through the authority of the same, as follows:

1. Fairview Township hereby authorizes entering into the Purchase Agreement with the Pennsylvania-American Water Company for the purchase of the Fairview Township Sewer System.
2. The appropriate officials of the Township are authorized to fully execute the Purchase Agreement and deliver the same to Pennsylvania-American Water Company; and
3. The Township staff, solicitor and engineers are authorized to take any and all actions necessary and required to comply with and complete the transaction contemplated by the Purchase Agreement.

RESOLVED this 28<sup>th</sup> day of May, 2015.

ATTEST:

By: Donna L. Nissel  
Donna L. Nissel  
Township Secretary

FAIRVIEW TOWNSHIP  
BOARD OF SUPERVISORS

By: Robert P. Stanley, Jr.  
Robert P. Stanley, Jr., Chairman

By: Mario D. Pirritano  
Mario D. Pirritano, Vice-Chairman

By: John C. Minito  
John C. Minito

By: \_\_\_\_\_  
Christopher L. Allen

By: John J. Jones  
John J. Jones

## Rate Schedule

**Residential:**

	<u>Fairview Township</u>	<u>PAWC</u>
<b>Flat Rate</b>	\$192.00 per EDU per quarter	\$64.00 per EDU per month

**Non Residential (Commercial, Industrial & Municipal):**

	<u>Fairview Township</u>	<u>PAWC</u>
<b>Service Charge:</b>	\$233.00 per EDU per quarter including a usage allowance of 20,250 gallons per EDU per quarter	\$77.67 per EDU per month including a usage allowance of 6,750 gallons per EDU per month
<b>Usage Charge:</b>	\$1.1506 per 100 gallons for all usage in excess of 20,250 gallons per EDU per quarter	\$1.1506 per 100 gallons for all usage in excess of 6,750 gallons per EDU per month

Pennsylvania-American Water Company

**RATES FOR RATE ZONE 8** - The rates as set forth below will be in effect for all Fairview Township wastewater customers. (C)

**Flat Rate Charges - Residential**

A **Flat Rate** of \$64.00 per EDU, per month shall be billed to each residential customer.

**Metered Charges - Commercial, Industrial, Municipal**

**Service Charge For All Non-Residential Classes:**

All metered non-residential customers shall be subject to a monthly service charge of \$77.67 per EDU.

**Usage Charge For All Non-Residential Bill Classes:**

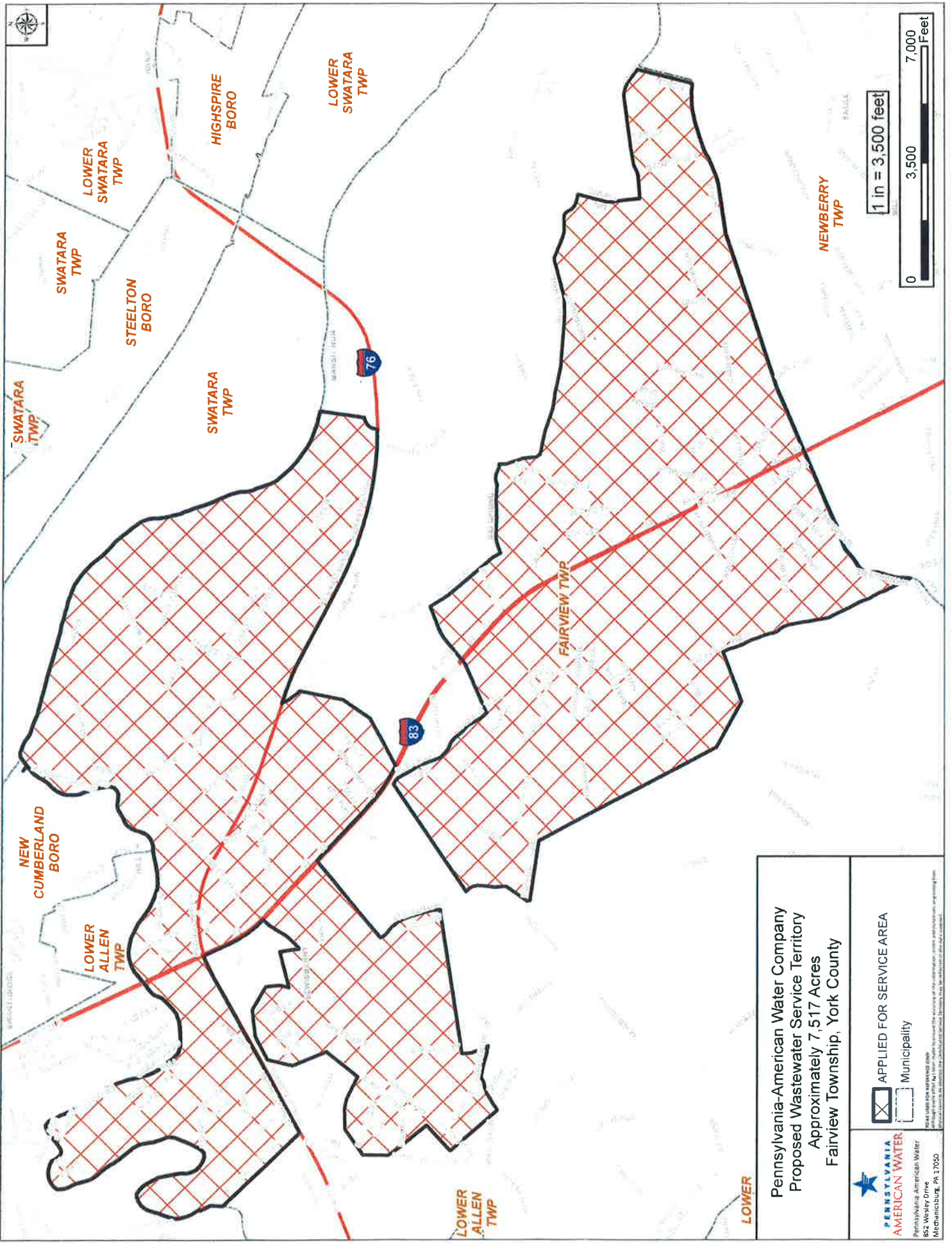
The following rates shall apply per hundred gallons per EDU.

The First	6,750 gallons per month	Service Charge
All Over	6,750 gallons per month	\$1.1506 per hundred

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**Issued:**

**Effective:**



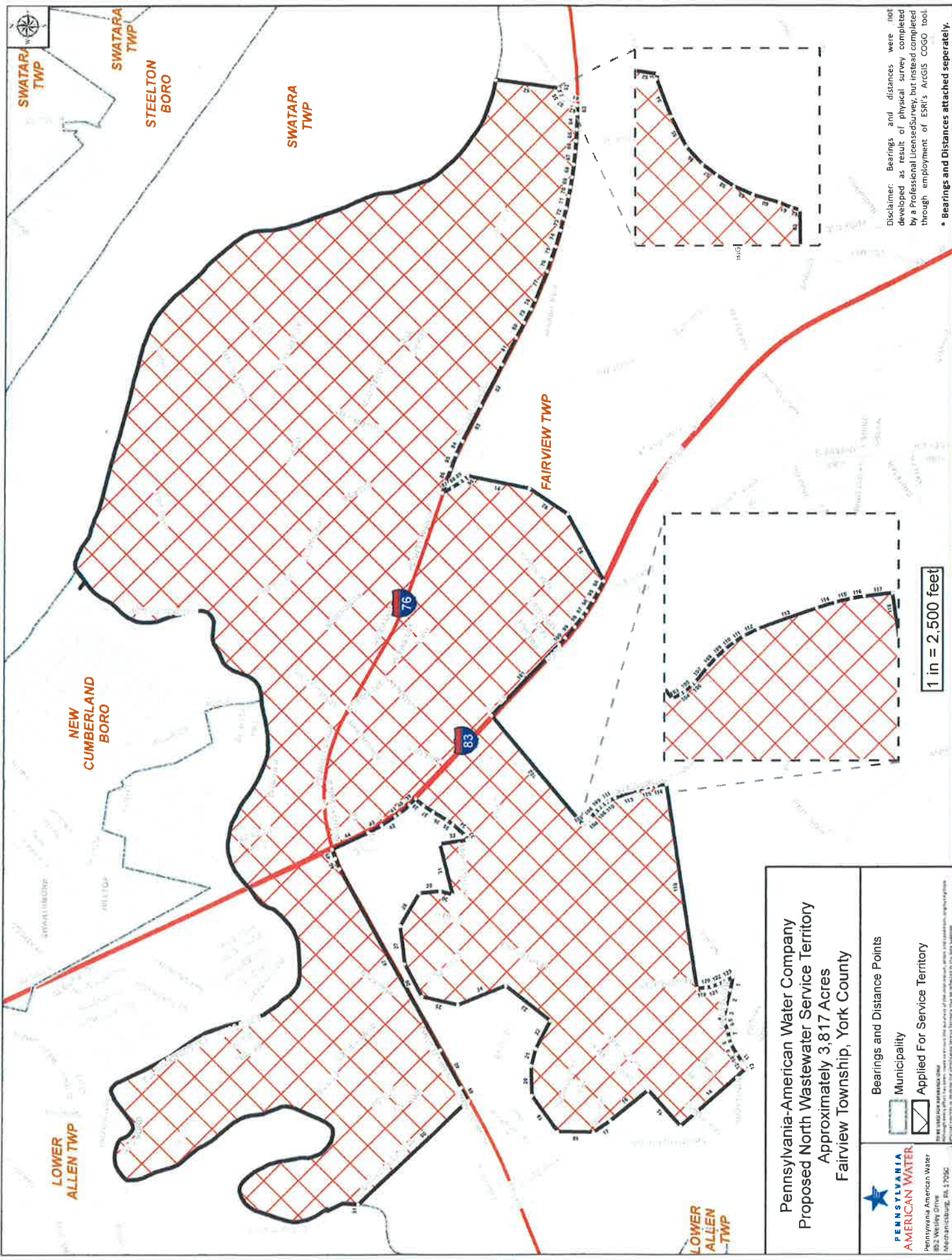
**Pennsylvania-American Water Company**  
**Proposed Wastewater Service Territory**  
 Approximately 7,517 Acres  
 Fairview Township, York County

**APPLIED FOR SERVICE AREA**  
**Municipality**

**PENNSYLVANIA AMERICAN WATER**  
 Pennsylvania American Water  
 852 Westley Drive  
 Mechanicsburg, PA 17050

2024.06.06 10:00 AM EDT  
 This map is for informational purposes only. It is not intended to be used as a legal document. The information shown on this map is subject to change without notice.

Exhibit L



Disclaimer: Bearings and distances were not developed as result of physical survey completed by a Professional Licensed Survey, but instead completed through employment of ESRI's ArcGIS COGO tool.

\* Bearings and Distances attached separately.

<p><b>Pennsylvania-American Water Company</b>          Proposed North Wastewater Service Territory          Approximately 3,817 Acres          Fairview Township, York County</p>	
	<p>Bearings and Distance Points</p>
<p><input type="checkbox"/> Municipality</p> <p><input checked="" type="checkbox"/> Applied For Service Territory</p>	<p><small>Map Date: 10/20/2011          Map Author: [Name]          Map Project: [Name]</small></p>

1 in = 2,500 feet

**Fairview Township**  
North Service Territory

Sequence	From	To	Bearing	Distance (ft)
1	1	2	N78°57'36"W	278.328
2	2	3	N75°26'47"W	373.0822
3	3	4	N79°41'43"W	213.5134
4	4	5	N86°30'33"W	99.7945
5	5	6	S73°10'43"W	38.9949
6	6	7	S65°21'56"W	172.8499
7	7	8	S80°06'22"W	151.5596
8	8	9	S71°26'51"W	133.6834
9	9	10	S59°50'32"W	253.9979
10	10	11	S55°35'50"W	193.5822
11	11	12	S50°51'22"W	48.1282
12	12	13	S57°40'49"W	50.3323
13	13	14	S71°19'59"W	67.8029
14	14	15	N41°00'20"W	1854.8298
15	15	16	N47°51'45"E	1032.4856
16	16	17	N39°44'59"W	1026.2961
17	17	18	N34°45'42"W	424.7666
18	18	19	N0°47'15"E	757.8841
19	19	20	N54°23'21"E	948.1456
20	20	21	N88°19'00"E	631.6745
21	21	22	S74°25'20"E	371.7278
22	22	23	S62°33'20"E	663.9109
23	23	24	N38°11'31"E	1203.8795
24	24	25	N20°56'57"W	1110.7487
25	25	26	N12°50'22"E	781.253
26	26	27	N62°00'10"E	776.6551
27	27	28	N83°22'16"E	808.3556
28	28	29	S60°17'38"E	797.0203
29	29	30	S5°19'16"E	444.6243
30	30	31	S14°34'59"W	275.8126
31	31	32	N75°31'34"E	1102.7061
32	32	33	S8°31'51"E	588.1038
33	33	34	N63°45'31"E	103.0704
34	34	35	N42°16'25"E	348.4235
35	35	36	N36°12'09"E	156.521
36	36	37	N29°21'28"E	334.643
37	37	38	N34°37'06"E	245.2414
38	38	39	N41°56'16"E	224.0529
39	39	40	N44°25'58"W	185.9929
40	40	41	N40°28'51"W	268.7627
41	41	42	N36°36'25"W	113.5429
42	42	43	N33°41'24"W	342.7152
43	43	44	N28°11'34"W	327.9725
44	44	45	N24°56'31"W	842.9398
45	45	46	S69°26'38"W	200.2501

**Fairview Township**  
North Service Territory

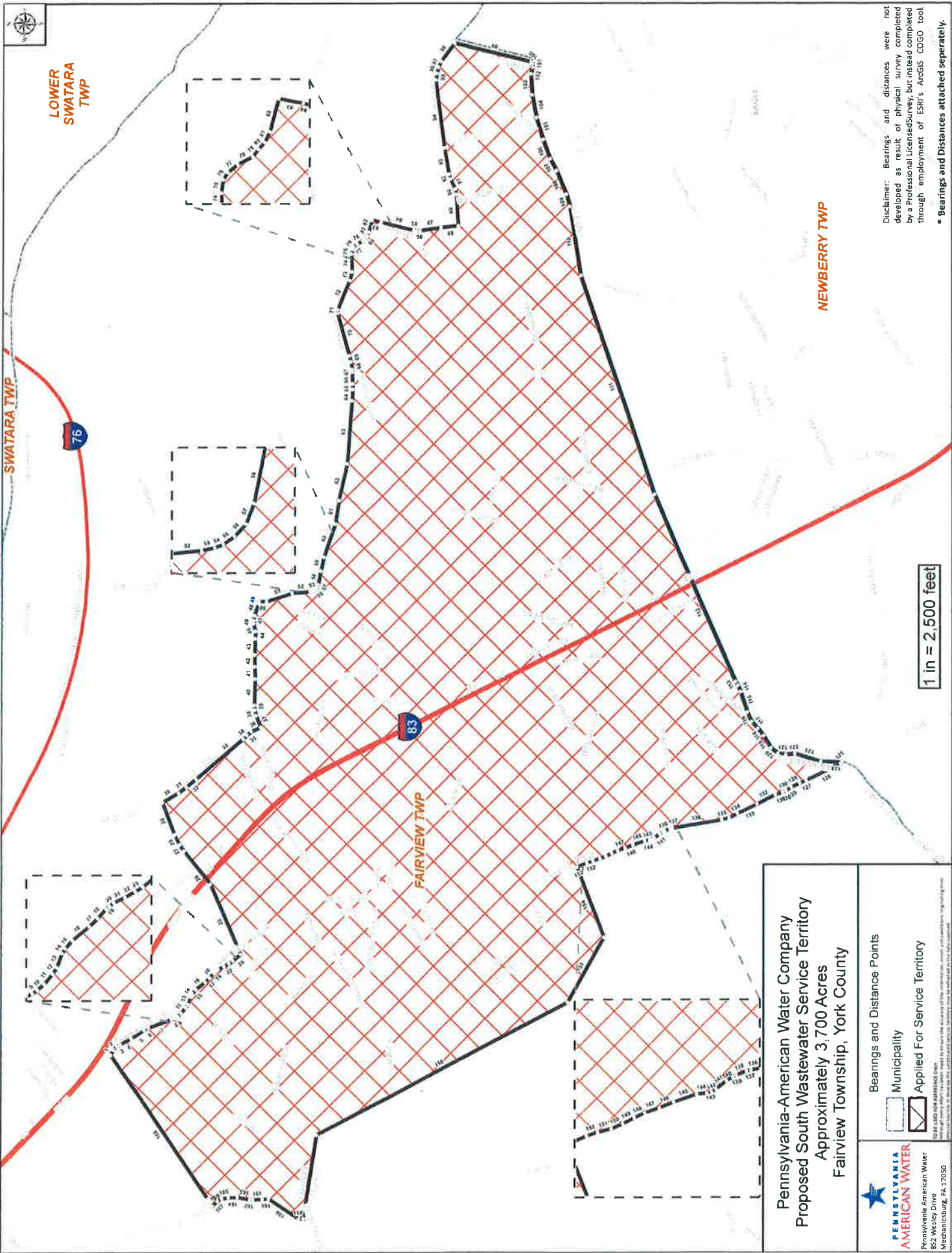
Sequence	From	To	Bearing	Distance (ft)
46	46	47	S66°48'05"W	237.9929
47	47	48	S60°56'25"W	4389.6683
48	48	49	S60°37'58"W	908.4019
49	49	50	S61°11'47"W	308.0827
50	50	51	N43°37'48"W	3209.2916
51	51	52		

From Point 51, follow Yellow Breeches Creek downstream to the confluence of the Susquehanna River. Then follow the western shore of the Susquehanna River in a Southeasterly direction

52	52	53	S7°42'29"W	1360.4228
53	53	54	N78°06'41"W	13.4837
54	54	55	S68°54'36"W	109.0399
55	55	56	S63°08'08"W	89.1334
56	56	57	S48°04'56"W	63.9285
57	57	58	S35°58'01"W	48.4782
58	58	59	S32°11'45"W	55.3926
59	59	60	S23°06'23"W	56.626
60	60	61	S16°09'52"W	74.8334
61	61	62	S22°58'22"W	34.6962
62	62	63	S13°37'37"W	23.5805
63	63	64	N89°57'27"W	175.9404
64	64	65	N88°09'29"W	340.28
65	65	66	N86°29'56"W	247.3366
66	66	67	N85°26'51"W	223.0997
67	67	68	N83°49'37"W	276.08
68	68	69	N82°06'15"W	265.2425
69	69	70	N80°55'34"W	214.6655
70	70	71	N79°45'47"W	196.3549
71	71	72	N77°37'58"W	260.2046
72	72	73	N76°48'41"W	230.5604
73	73	74	N75°14'40"W	251.5242
74	74	75	N73°40'35"W	357.6461
75	75	76	N69°32'26"W	289.0677
76	76	77	N72°22'08"W	269.9731
77	77	78	N66°48'27"W	645.3848
78	78	79	N66°20'52"W	224.5957
79	79	80	N62°45'36"W	316.3324
80	80	81	N61°17'01"W	359.8879
81	81	82	N62°56'07"W	641.0305
82	82	83	N61°40'14"W	983.4045
83	83	84	N62°10'18"W	845.1363
84	84	85	N64°24'08"W	310.4151
85	85	86	N69°03'26"W	338.787

**Fairview Township**  
North Service Territory

Sequence	From	To	Bearing	Distance (ft)
86	86	87	N70°28'51"W	522.1987
87	87	88	S26°08'11"E	233.5126
88	88	89	S34°36'10"E	204.066
89	89	90	S37°34'07"E	106.7788
90	90	91	S40°18'51"E	112.7036
91	91	92	S11°29'41"W	1346.0072
92	92	93	S33°33'48"W	979.7561
93	93	94	S61°44'57"W	1623.0165
94	94	95	N62°28'15"W	242.275
95	95	96	N59°44'37"W	217.0694
96	96	97	N56°56'21"W	268.7569
97	97	98	N55°48'06"W	151.9707
98	98	99	N53°07'48"W	263.8889
99	99	100	N49°29'50"W	306.8667
100	100	101	N48°10'47"W	194.7542
101	101	102	N45°58'38"W	2080.2522
102	102	103	S49°55'52"W	3011.0287
103	103	104	S27°48'19"E	76.2195
104	104	105	S34°53'27"E	40.215
105	105	106	S41°36'18"E	72.5567
106	106	107	S44°01'44"E	36.2199
107	107	108	S49°57'34"E	149.0998
108	108	109	S48°10'47"E	110.6558
109	109	110	S40°51'01"E	97.5443
110	110	111	S37°58'00"E	95.2431
111	111	112	S32°03'52"E	89.1153
112	112	113	S25°42'36"E	130.0636
113	113	114	S19°28'59"E	502.7453
114	114	115	S16°22'19"E	160.1392
115	115	116	S13°17'06"E	128.437
116	116	117	S10°20'55"E	101.4771
117	117	118	S6°36'26"E	226.3296
118	118	119	S81°28'26"W	4357.8388
119	119	120	S3°46'25"E	204.4363
120	120	121	S11°40'08"E	122.3196
121	121	122	S19°49'02"E	153.6293
122	122	123	S23°26'24"E	202.9455
123	123	1	S28°01'35"E	145.9933



Disclaimer: Bearings and distances were not developed as result of physical survey completed by a Professional Licensed Surveyor, but instead completed through employment of ESRI's ArcGIS COGO tool

• Bearings and Distances attached separately.

**Pennsylvania-American Water Company**  
**Proposed South Wastewater Service Territory**  
 Approximately 3,700 Acres  
 Fairview Township, York County

**AMERICAN WATER**  
 Pennsylvania American Water  
 852 Wesley Drive  
 Mechanicsburg, PA 17050

Bearings and Distance Points  
 Municipality  
 Applied For Service Territory

100% CAD FOR REFERENCE ONLY  
 Although every effort has been made to ensure the accuracy of the information, errors and omissions, including those caused by third parties, are the responsibility of the user.

**Fairview Township**  
South Service Territory

From	To	Bearing	Distance (ft)
1	2	S63°26'06"E	128.1081
2	3	S43°59'42"E	104.9773
3	4	S30°57'50"E	75.9239
4	5	S28°36'38"E	261.0409
5	6	S32°54'19"E	316.3821
6	7	S31°07'52"E	108.2974
7	8	S18°55'40"E	518.4872
8	9	S26°56'22"E	74.246
9	10	S34°55'10"E	70.1361
10	11	S41°07'43"E	102.2789
11	12	S50°14'50"E	151.0158
12	13	S54°38'15"E	82.4938
13	14	S69°26'38"E	176.1459
14	15	S57°40'49"E	62.9153
15	16	S49°23'55"E	120.0462
16	17	S38°46'39"E	247.7501
17	18	S45°20'06"E	131.2037
18	19	S48°39'08"E	144.5384
19	20	S40°36'05"E	50.0192
20	21	S33°58'36"E	60.1896
21	22	S26°33'54"E	138.2985
22	23	S28°57'36"E	127.7344
23	24	S33°31'05"E	100.2148
24	25	S39°37'32"E	221.1759
25	26	N66°14'21"E	1619.4005
26	27	N50°46'21"E	903.195
27	28	N57°28'57"E	164.7111
28	29	N63°37'29"E	234.4779
29	30	N68°57'45"E	725.4369
30	31	S31°09'56"E	393.0051
31	32	S34°59'31"E	211.9194
32	33	S39°01'32"E	265.3788
33	34	S40°25'49"E	1318.6619
34	35	S42°14'27"E	102.0104
35	36	S37°29'49"E	126.9173
36	37	S28°55'16"E	217.1909
37	38	N69°43'13"E	265.4725
38	39	N75°57'50"E	114.5307
39	40	N85°09'22"E	102.7977
40	41	S88°12'36"E	555.8268
41	42	N87°41'39"E	258.8902
42	43	N89°12'35"E	251.7601
43	44	S87°57'17"E	340.4947
44	45	S85°47'09"E	165.3777
45	46	N70°13'26"E	164.1979

**Fairview Township**  
 South Service Territory

From	To	Bearing	Distance (ft)
46	47	N90°00'00"E	64.2361
47	48	S74°53'56"E	113.2871
48	49	S70°51'07"E	264.6417
49	50	S78°18'38"E	51.4135
50	51	S1°34'56"W	157.178
51	52	S17°32'27"E	571.7227
52	53	S5°01'59"E	383.4228
53	54	S12°59'41"E	43.4299
54	55	S21°48'05"E	29.2164
55	56	S34°04'38"E	44.5407
56	57	S47°29'22"E	52.991
57	58	S68°11'55"E	70.1193
58	59	S78°53'39"E	298.5598
59	60	S77°30'57"E	301.1747
60	61	S70°58'00"E	735.9834
61	62	S80°57'22"E	508.0521
62	63	S77°43'48"E	792.4068
63	64	S85°36'39"E	1340.3313
64	65	S86°06'15"E	242.7484
65	66	N86°30'19"E	113.9271
66	67	N89°11'55"E	248.2882
67	68	N84°53'52"E	48.8045
68	69	N80°08'49"E	167.3997
69	70	N76°24'19"E	136.6409
70	71	N74°37'39"E	929.9728
71	72	N90°00'00"E	69.4444
72	73	S67°16'00"E	673.8795
73	74	S76°27'51"E	192.8569
74	75	N87°51'33"E	371.7873
75	76	S82°08'48"E	101.6478
76	77	S56°18'36"E	62.5964
77	78	S37°41'39"E	96.5378
78	79	S27°58'46"E	125.8172
79	80	S51°06'56"E	69.14
80	81	S46°58'30"E	71.244
81	82	S63°56'47"E	86.9617
82	83	S75°35'24"E	258.1207
83	84	S11°09'17"W	188.456
84	85	S14°21'14"W	721.3019
85	86	S5°11'40"W	67.1159
86	87	S1°19'01"E	75.5408
87	88	S8°11'30"E	456.9189
88	89	S6°50'34"E	371.5704
89	90	N86°03'42"E	665.8084
90	91	N78°41'24"E	106.2296

**Fairview Township**  
**South Service Territory**

<u>From</u>	<u>To</u>	<u>Bearing</u>	<u>Distance (ft)</u>
91	92	N64°32'12"E	242.2855
92	93	N74°03'17"E	101.1126
93	94	N80°15'10"E	574.2619
94	95	N82°51'29"E	1452.2401
95	96	S81°40'28"E	143.8774
96	97	S73°59'52"E	132.5673
97	98	S64°37'42"E	139.7846
98	99	S53°41'16"E	481.5332
99	100	S14°08'18"W	1669.4352
100	101	S38°39'35"W	44.4661
101	102	N88°38'10"W	72.9373
102	103	N78°49'06"W	152.1947
103	104	S87°33'31"W	448.3236
104	105	S78°55'47"W	488.2517
105	106	S73°06'23"W	489.8911
106	107	S70°16'11"W	437.1209
107	108	S61°23'22"W	282.7943
108	109	S66°58'13"W	541.4134
109	110	S74°00'15"W	270.9057
110	111	S81°27'39"W	1472.0472
111	112	S71°12'14"W	4887.1475
112	113	S66°15'53"W	4332.6184
113	114	S59°02'10"W	96.1702
114	115	S64°55'22"W	149.5098
115	116	S72°07'17"W	452.4027
116	117	S65°13'29"W	223.716
117	118	S46°38'49"W	192.2013
118	119	S51°41'22"W	200.2369
119	120	S58°18'24"W	304.0178
120	121	S38°30'02"W	195.218
121	122	S7°21'09"W	162.7969
122	123	S5°13'05"E	190.8953
123	124	S16°48'22"W	579.436
124	125	S2°13'57"W	445.6508
125	126	N42°47'51"W	31.9416
126	127	N26°19'10"W	815.4347
127	128	N22°16'13"W	147.7391
128	129	N26°03'40"W	198.5752
129	130	N32°46'07"W	134.72
130	131	N24°57'46"W	83.3028
131	132	N17°42'35"W	162.6562
132	133	N27°09'54"W	444.9087
133	134	N25°54'38"W	458.8897
134	135	N27°04'19"W	197.4106
135	136	N14°15'25"W	163.9022

**Fairview Township**  
South Service Territory

<u>From</u>	<u>To</u>	<u>Bearing</u>	<u>Distance (ft)</u>
136	137	N9°18'42"W	1070.2882
137	138	N12°24'27"W	53.3289
138	139	N21°12'45"W	122.3526
139	140	N26°53'13"W	41.4611
140	141	N34°05'09"W	83.6404
141	142	N37°21'28"W	146.7762
142	143	N29°36'53"W	56.914
143	144	N15°00'18"W	52.3042
144	145	N8°07'48"W	114.1683
145	146	N18°42'54"W	269.4556
146	147	N20°31'00"W	176.8419
147	148	N18°35'55"W	173.1025
148	149	N24°37'56"W	131.2107
149	150	N26°22'37"W	141.8513
150	151	N24°37'25"W	137.5039
151	152	N14°38'13"W	156.6462
152	153	N17°19'34"W	127.6679
153	154	N24°26'38"W	232.8504
154	155	S68°59'45"W	1590.0252
155	156	N60°48'27"W	1575.0559
156	157	N27°40'27"W	6016.3831
157	158	N81°18'37"W	1809.8378
158	159	N3°16'14"W	91.2945
159	160	N34°07'11"E	770.6794
160	161	N1°06'06"W	135.4417
161	162	N6°40'00"W	201.8859
162	163	N6°20'25"E	70.7452
163	164	N9°00'06"E	266.3007
164	165	N1°32'53"E	192.7787
165	166	N10°07'29"W	148.1402
166	167	N27°53'50"W	100.1843
167	168	N45°42'26"W	149.1667
168	1	N56°09'18"E	3864.3067

## SERVICE AREA IDENTIFICATION

### FAIRVIEW TOWNSHIP

### WASTEWATER SYSTEM

The Fairview Township Wastewater System is a municipal wastewater system owned and operated by Fairview Township providing wastewater services to approximately 3,900 customers located entirely in Fairview Township, York County. The Fairview Township Wastewater assets include two (2) wastewater treatment plants that provide service to 3,300 customers in the northern and southern portions of the township and a separate collections system serving 600 customers that transmit those sewage flows to the Lower Allen Township Authority System. The exact service area is reflected on the map contained in Exhibit L. The service area is identified by planar coordinates based on the Pennsylvania State Plane System.

Estimated Annual Revenues and Expenses

Revenue - \$4,198,000

Expenses (excluding Interest, Taxes, Other Income, Depreciation & Amortization) - \$2,191,000

Exhibit N