

**Application of Pennsylvania-American Water Company for Acquisition of
the Wastewater Assets of Upper Pottsgrove Township
66 Pa. C.S. § 1329
Application Filing Checklist – Water/Wastewater
Docket No. A-2020-3021460**

20. Proof of Compliance. Provide proof of compliance with applicable design, construction and operation standards of DEP or of the county health department, or both, including:
- b. For **wastewater** system acquisitions, provide copies of the water quality management and National Pollution Discharge Elimination System (NPDES) permits for the utility plant.

AMENDED RESPONSE:

- a. Copies of of permits provided by Upper Pottsgrove and DEP are attached as **Amended Appendix A-20-b**, including Water Quality Management Permit No. 4680443 issued for the Birchwood Terrace subdivision (a.k.a. Regal Oaks subdivision) where the Hollyberry pump station is located. The Regal Oaks system was previously certificated by the Commission prior to being transferred to Upper Pottsgrove Township. Also attached as part of **Amended Appendix A-20-b** is the application for approval to provide sewer service filed by Regal Oaks, Inc. on February 11, 1992, the March 3, 1993 Commission Order approving that application, and the July 11, 2007 Commission order approving the application of Regal Oaks to transfer the facilities to Upper Pottsgrove Township and abandon service.



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES

1875 New Hope Street
Norrinstown, PA 19401
215 631-2405

January 20, 1981

David A. Swinehart
David A. Swinehart, Inc.
1200 East High Street
Pottstown, PA 19464

Re: Sewerage Permit No. 4680443
David A. Swinehart, Inc.
Birchwood Terrace Subdivision
Upper Pottsgrove Township
Montgomery County

Subject: Permit

Gentlemen:

Above referenced permit is enclosed.

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

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

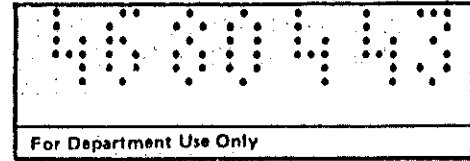
Very truly yours,

C.T. Beechwood, P.E.
Regional Water Quality Manager

CTB:AZ:jp

- Enlosures: Permit
- Standard Conditions Relating to Sewerage
- Standard Conditions Relating to Erosion Control
- Recorder of Deeds Certificate with envelope
- Notary Public Certificate

cc: Mr. Arthur W. Rothe
Ce Re 30
JP348
Upper Pottsgrove Township (transmittal letter only)



INTERNAL REVIEW AND RECOMMENDATIONS

REGIONAL ENGINEER'S REVIEW

Birchwood Terrace Subdivision

PROJECT Upper Pottsgrove Township
NAME OF APPLICANT David A. Swinehart, Inc. LOCATION Montgomery County APPLICATION NUMBER 4680443

BRIEF DESCRIPTION OF PROJECT: Plans for the subject sewage treatment plant proposed to provide treatment of sanitary sewage from the Birchwood Terrace Subdivision ~~was~~ originally submitted to the Department in Sewerage Application No. 4680410 (2/25/80). A technical review of the design plans and specifications was completed and the applicant's representatives were asked to respond to various items.

A description of the sludge handling procedures was not provided. The applicant's engineer stated that at the present Swinehart, Inc. could not adopt a final sludge handling procedure because of the infeasibility of entering into a contractual agreement with a sludge hauler one year in advance of plant start-up. Therefore, a special condition was made part of the permit requiring the permittee to establish and submit an approved sludge handling procedure before STP start-up.

In order to attain the stringent suspended solids limit established by their NPDES, Part I permit, a Pyradec Fixed-media Filter was included in the treatment scheme. We requested more information describing the operational efficiency and theory of the filter. Sufficient documentation was provided.

(continued)

CURRENT ESTIMATE OF COMPLETION DATE OF PROJECT (Industrial Wastes Only)

RECOMMENDATION AND ACTION

APPROVAL - RELEVANT LAWS, REGULATIONS, STANDARDS, AND POLICIES HAVE BEEN COMPLIED WITH:

Issue By Region	Issue By Central Office	Refuse	Signature	Date
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i> REVIEWING ENGINEER	1/10/81
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i> FACILITIES ENGINEER	1/20/81
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i> REGIONAL ENGINEER	1/20/81
	<input type="checkbox"/>	<input type="checkbox"/>	DIV. FACILITIES ENGINEER	
	<input type="checkbox"/>	<input type="checkbox"/>	DIVISION DIRECTOR	
		<input type="checkbox"/>	BUREAU DIRECTOR	

PERMIT CONDITIONS:

1. STANDARD -

Sewerage (1972) 1,2,10, 12 thru 17, 19,20,21,26, 30 thru 32 (Add 9, 11, and 22)
Erosion (1973) 1 thru 20

2. SPECIAL (Use Additional Sheets If Necessary) -

See attached

P334

Internal Review (continued)
 Birchwood Terrace Subdivision
 David A. Swinehart, Inc.
 Upper Pottsgrove Township, Montgomery County
 Permit No. 4680443

The specific item which brought about the return of the original application was satisfying Public Utility Commission (PUC) requirements. If Swinehart, Inc. receives payment for sewer services provided by operation of the subject STP, he is required to obtain a PUC license. However, Swinehart, Inc. plans to establish a homeowner's cooperative which will operate the subject plant. The initial agreement sent to our office and subsequently forwarded to the Pa PUC for their review was not approved. Because of the time involved in re-writing the agreement to satisfy PUC's guidelines for a cooperative, the first application was returned on October 3, 1980. The application was then resubmitted with PUC approval of the cooperative agreement on December 17, 1980.

Birchwood Terrace Subdivision is an approved development with anticipated construction of 132 single family homes. Of the 132, 73 were not approved for individual on-lot sewage disposal with treatment via a community system located on lots with suitable soil for absorption. (73 edu's X 70 gpcd X 3.5 cap/edu = 17,920 gpd) The proposed STP which will provide treatment for the 17,920 gpd sewage flow discharges to Sprogel's Run at a point where the upstream drainage area is only 1 square mile. Because of the limited dilution capacity of the stream at the point of discharge, limits more stringent than secondary were established. Therefore, the plant was designed to attain the following effluent limits as included in the NPDES permit package plant.

	Monthly average (mg/l)
BOD ₅ (5-1 to 10-31)	20
BOD ₅ (11-1 to 4-30)	30
NH ₃ -N (6-1 to 10-31)	2.25
NH ₃ -N (11-1 to 5-31)	6.75
Suspended Solids	20
Fecal Coliforms	200/100 ml
Dissolved Oxygen	5.0 minimum
pH	6 - 9 std. units

A flow equalization tank, extended aeration, settling, fixed media filtration (Pyradec filter media), chlorination (Sanuril), and chlorine contact tank make-up the sequence of treatment steps proposed for the subject STP. The package plant will be manufactured and installed by Mack Industries, Valley City, Ohio.

The outfall has been given PA Fish Commission approval. An erosion and sedimentation control plan for the STP site was reviewed and found to be adequate.

The plant as designed is capable of achieving all NPDES effluent limits. However, close control of aeration, pH, and solids is required to maintain the removal efficiency of extended aeration package plants.

4600443

Internal Review (continued)
Birchwood Terrace Subdivision
David A. Swinehart, Inc.
Upper Pottsgrove Township, Montgomery County
Permit No. 4680443

Special Permit Conditions:

- A. This permit is approved with the stipulation that an ^{acceptable} ~~approved~~ sludge disposal plan is submitted to the ~~Bureau of Solid Waste Management~~ ^{Bureau of Solid Waste Management} prior to start-up of the wastewater treatment facilities.
- B. The Authority granted by this permit is subject to all effluent requirements, and other conditions as set forth in Parts A, B, and C of the Part One Discharge Permit No. PA0050342 Amendment No. 1 as issued on July 18, 1980. No discharge is authorized for these facilities unless approved by a Part I permit.

P334.2

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

WATER QUALITY MANAGEMENT PERMIT

NO. 1680443

<p>A. PERMITTEE: (Name and Address) David A. Swinehart, Inc. (Birchwood Terrace Subdivision) 1200 East High Street Pottstown, PA 19464</p>	<p>B. PROJECT LOCATION Municipality: <u>Upper Pottsgrove Township</u> County: <u>Montgomery County</u></p>
<p>C. TYPE OF FACILITY (For Industrial wastes type of establishment) <u>Sewage Treatment Plant</u></p>	<p>D. NAME OF MINE, PLANT, AREA SERVED, OUTFALL NO., ETC. <u>Birchwood Terrace Subdivision</u></p>

E THIS PERMIT APPROVES:	<p>1. Plans For Construction Of:</p> <p>a. <input type="checkbox"/> Pump Stations, Sewers and Appurtenances b. <input checked="" type="checkbox"/> Sewage Treatment Facilities c. <input type="checkbox"/> Industrial Wastes Treatment Facilities</p> <p>d. <input type="checkbox"/> Mine Drainage Treatment Facilities e. <input type="checkbox"/> Outfall & Headwall f. <input type="checkbox"/> Stream Crossing g. <input type="checkbox"/> Impoundment</p>
	<p>2. The Discharge Of: a. <input type="checkbox"/> Treated b. <input type="checkbox"/> Untreated c. <input type="checkbox"/> Sewers d. <input type="checkbox"/> Industrial Wastes</p>
	<p>3. Discharge To: a. <input type="checkbox"/> Surface Water b. <input type="checkbox"/> Ground Water</p> <p>Name of Stream to which discharged or drainage area in which groundwater discharge takes place or impoundment is located: _____</p>
	<p>4. The Operation of a Mine: <input type="checkbox"/> Maximum Area to be Deep Mined: _____ Acres</p> <p>5. An Erosion and Sedimentation Control Plan: <input checked="" type="checkbox"/> Project Area is: _____ Acres</p>

F. THIS APPROVAL IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. ALL CONSTRUCTION, OPERATIONS, PROCEDURES AND DISCHARGE SHALL BE IN ACCORDANCE WITH APPLICATION NO. 1680443 DATED 12/12/80 ITS SUPPORTING DOCUMENTATION AND AMENDMENTS DATED _____ SUCH APPLICATION, ITS SUPPORTING DOCUMENTATION AND AMENDMENTS ARE HEREBY MADE A PART OF THIS PERMIT.

2. CONDITIONS NUMBERED 1, 2, 9 thru 17, 19 thru 22, 26, 30 thru 33 OF THE Swamp STANDARD CONDITIONS DATED 1972 AND CONDITIONS NUMBERED 1 thru 20 OF THE EROSION CONTROL STANDARD CONDITIONS DATED 1973 WHICH CONDITIONS ARE ATTACHED AND MADE PART OF THIS PERMIT. (Attached) A and B

3. SPECIAL CONDITIONS DESIGNATED _____ WHICH ARE ATTACHED AND ARE MADE A PART OF THIS PERMIT.

This permit must be recorded in the Recorder of Deeds Office in Montgomery County.

G. THE AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS:

1. IF THERE IS A CONFLICT BETWEEN THE APPLICATION ON ITS SUPPORTING DOCUMENTS AND AMENOMENTS AND THE STANDARD OR SPECIAL CONDITIONS, THE STANDARD OR SPECIAL CONDITIONS SHALL APPLY.

2. FAILURE TO COMPLY WITH THE RULES AND REGULATIONS OF THE DEPARTMENT OR WITH THE TERMS OR CONDITIONS OF THIS PERMIT SHALL VOID THE AUTHORITY GIVEN TO THE PERMITTEE BY THE ISSUANCE OF THE PERMIT.

3. THIS PERMIT IS ISSUED PURSUANT TO THE CLEAN STREAMS LAW, ACT OF JUNE 22, 1937, P.L. 1987 AS AMENDED 36 P.S. § 691.1 ET SEQ. AND/OR THE WATER OBSTRUCTION ACT, ACT OF JUNE 25, 1913, P.L. 555 AS AMENDED 32 P.S. § 681 ET SEQ. ISSUANCE OF THIS PERMIT SHALL NOT RELIEVE THE PERMITTEE OF ANY RESPONSIBILITY UNDER ANY OTHER LAW

DEPARTMENT OF ENVIRONMENTAL RESOURCES

PERMIT ISSUED

DATE 1-20-81 BY C.T. Berchwood

TITLE C.T. Berchwood, P.E.
Regional Water Quality Manager

REGIONAL OFFICE



COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF ENVIRONMENTAL RESOURCES
 1875 New Hope Street
 Norristown, PA 19401
 215 631-2411

RECEIVED
 DEC 7 1980
 WATER USE
 NORRISTOWN

October 8 1980

Mr. David A. Swinehart
 President
 David A. Swinehart, Inc.
 1200 East High Street
 Pottstown, PA 19464

Re: Sewerage Permit Application No. 4680410
 Birchwood Terrace Subdivision
 Upper Pottsgrove Township
 Montgomery County

Dear Mr. Swinehart:

Enclosed are the modules and plans which were submitted as your Part II Sewerage Permit Application. As I indicated in my letter of July 22, 1980, your application would be returned if Public Utility Commission requirements were not promptly resolved.

If a resubmission of the application is made within six (6) months of the date of this letter, a new application fee would not be required. Remember, facilities considered in the application may not be constructed without permit approval from the Department.

Very truly yours,

Alan L. Zoltyer
 Sanitary Engineer

CC: Mr. Arthur Bothe
 Serdy & Barsich, Inc.
 Ce Re 30 6P264

What happens in the morning sewage flow during backwash cycle?

Is the applied sewage ...

ER-EP-21: 10/86

START

DEPARTMENT OF ENVIRONMENTAL RESOURCES

BUREAU/PROGRAM

Waters Quality Management
ENVIRONMENTAL

DIVISION

PROTECTION

COUNTY/MUNICIPALITY

PROGRAM

START

CASE NAME

FILE

PERMIT NO.

BUREAU/PROGRAM

Waters Quality Management
Buckwood Terrace

DIVISION

COUNTY/MUNICIPALITY

46956

PROGRAM

Sew

CASE NAME

Hill Financial Savings
association

FILE

PERMIT NO.

4680443-T1

Buckwood
Terrace

400 Main Street, P.O. Box 426, Red Hill, PA. 18076 • 215-679-3131 or 679-9506



G. A. Overholtzer
in the presence of the undersigned

January 30, 1987

Acknowledged before me this 30th day of January, 1987.

HILL FINANCIAL SAVINGS ASSOCIATION is the present owner of Birchwood Terrace (k/a Regal Oaks), Upper Pottsgrove Twp., Montgomery County, PA, and by execution of this statement, does declare that the original permit for the Sewage Plant at the property so stated is not in its possession and cannot be found.

G. A. Overholtzer
G. A. Overholtzer, Vice President

Acknowledged before me this 30th day of January, 1987.

Marie F. Wieder
MARIE F. WIEDER, Notary Public
Red Hill, Montgomery Co., PA
My Commission Expires Jan. 19, 1991

SR-BWQ-15-Rev. 4/78

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

WATER QUALITY MANAGEMENT PERMIT

NO. 4680443

<p>A. PERMITTEE: (Name and Address) David A. Swinehart, Inc. (Birchwood Terrace Subdivision) 1200 East High Street Pottstown, PA. 19464</p>	<p>B. PROJECT LOCATION Municipality <u>Upper Pottsgrove Township</u> County <u>Montgomery County</u></p>
<p>C. TYPE OF FACILITY (For Industrial wastes, type of establishment) <u>Sewage Treatment Plant</u></p>	<p>D. NAME OF MINE, PLANT, AREA SERVED, OUTFALL NO., ETC. <u>Birchwood Terrace Subdivision</u></p>

E. THIS PERMIT APPROVES:

<p>E. THIS PERMIT APPROVES:</p>	<p>1. Plans For Construction Of:</p> <p>a. <input type="checkbox"/> Pump Stations; Sewers and Appurtenances b. <input type="checkbox"/> Sewage Treatment Facilities c. <input type="checkbox"/> Industrial Wastes Treatment Facilities</p> <p>d. <input type="checkbox"/> Mine Drainage Treatment Facilities e. <input checked="" type="checkbox"/> Outfall & Headwall f. <input type="checkbox"/> Stream Crossing g. <input type="checkbox"/> Impoundment</p>
<p>2. <u>N/A</u> The Discharge Of: a. <input type="checkbox"/> Treated b. <input type="checkbox"/> Untreated c. <input type="checkbox"/> Sewage d. <input type="checkbox"/> Industrial Wastes</p>	
<p>3. <u>N/A</u> Discharge To: a. <input type="checkbox"/> Surface Water b. <input type="checkbox"/> Ground Water</p> <p>Name of Stream to which discharged or drainage area in which groundwater discharge takes place or impoundment is located: _____</p>	
<p>4. <u>N/A</u> The Operation of a Mine <input type="checkbox"/> Maximum Area to be Deep Mined, _____ Acres</p>	<p>5. An Erosion and Sedimentation Control Plan <input checked="" type="checkbox"/> Project Area is <u>0.25</u> Acres</p>

F. THIS APPROVAL IS SUBJECT TO THE FOLLOWING CONDITIONS:

- ALL CONSTRUCTION, OPERATIONS, PROCEDURES AND DISCHARGE SHALL BE IN ACCORDANCE WITH APPLICATION NO. 4680443 DATED 12/12/80 ITS SUPPORTING DOCUMENTATION, AND AMENDMENTS DATED _____ SUCH APPLICATION, ITS SUPPORTING DOCUMENTATION AND AMENDMENTS ARE HEREBY MADE A PART OF THIS PERMIT.
- CONDITIONS NUMBERED 1, 2, 9 thru 17, 19 thru 22, 26, 30 thru 33 OF THE Sewerage STANDARD CONDITIONS DATED 1972 AND CONDITIONS NUMBERED 1 thru 20 OF THE EROSION CONTROL STANDARD CONDITIONS DATED 1973 WHICH CONDITIONS ARE ATTACHED AND MADE PART OF THIS PERMIT. (See Attached) A and B
- SPECIAL CONDITIONS DESIGNATED _____ WHICH ARE ATTACHED AND ARE MADE A PART OF THIS PERMIT.

This permit must be recorded in the Recorder of Deeds Office in Montgomery County.

G. THE AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS:

- IF THERE IS A CONFLICT BETWEEN THE APPLICATION ON ITS SUPPORTING DOCUMENTS AND AMENDMENTS AND THE STANDARD OR SPECIAL CONDITIONS, THE STANDARD OR SPECIAL CONDITIONS SHALL APPLY.
- FAILURE TO COMPLY WITH THE RULES AND REGULATIONS OF THE DEPARTMENT OR WITH THE TERMS OR CONDITIONS OF THIS PERMIT SHALL VOID THE AUTHORITY GIVEN TO THE PERMITTEE BY THE ISSUANCE OF THE PERMIT.
- THIS PERMIT IS ISSUED PURSUANT TO THE CLEAN STREAMS LAW, ACT OF JUNE 22, 1937, P.L. 1987 AS AMENDED 35 P.S. § 691.1 ET SEQ. AND/OR THE WATER OBSTRUCTION ACT, ACT OF JUNE 25, 1913, P.L. 855 AS AMENDED 32 P.S. § 681 ET SEQ. ISSUANCE OF THIS PERMIT SHALL NOT RELIEVE THE PERMITTEE OF ANY RESPONSIBILITY UNDER ANY OTHER LAW.

DEPARTMENT OF ENVIRONMENTAL RESOURCES

PERMIT ISSUED
DATE 1-20-81 BY C.T. Beechwood
TITLE C.T. Beechwood, P.E.

Permit No. 4680443
David A. Swinehart Inc.
(Birchwood Terrace Subdivision)
Upper Pottsgrove Township, Montgomery County

- A. This permit is approved with the stipulation that an acceptable sludge disposal plan is submitted to the Department's Bureau of Solid Waste Management prior to start-up of the wastewater treatment facilities.
- B. The Authority granted by this permit is subject to all effluent requirements, and other conditions as set forth in Parts A, B, and C of the Part One Discharge Permit No. PA0050342 Amendment No. 1 as issued on July 18, 1980. No discharge is authorized for these facilities unless approved by a Part I permit.

JP347

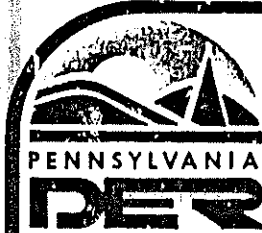
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER QUALITY MANAGEMENT

WATER QUALITY MANAGEMENT PERMIT

NO. 4680443

Facility Name and Address:
David A. Swinehart, Inc.
(Birchwood Terrace Subdivision)
1213 Park Hill Drive
Upper Pottsgrove, PA 19384

Project Location:
Upper Pottsgrove Township
Montgomery County



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES
1875 New Hope Street
Norristown, PA 19401
215 270-1975

In accordance with your request dated January 29, 1987, we are hereby transferring the subject permit.

Please study the permit carefully and direct any questions to the Permits Section of this office.
February 25, 1987

Very truly yours,

Hill Financial Savings Association
400 Main Street
P.O. Box 426
Red Hill, PA 18076

Attention: G. A. Overholtzer
Vice President

Re: Transfer of Sewerage Permit No. 4680443
David A. Swinehart, Inc.
(Birchwood Terrace Subdivision)
Upper Pottsgrove Township
Montgomery County

Gentlemen:

In accordance with your request dated January 29, 1987, we are hereby transferring the subject permit.

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

Very truly yours,

JOSEPH A. FFOLA
Regional Water Quality Manager

cc: Permits & Compliance
Re 30 (3F12)51

81-BWQ-44.1 3/14

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES

APPLICATION FOR TRANSFER OF PERMIT

400 Main Street, Red Hill

Montgomery

Pennsylvania

(David A. Swinehart is deceased; title to land with Hill Financial Savings Association)

David A. Swinehart

1. DATE
January 29, 1987

2. NAME OF PRESENT PERMITTEE
David A. Swinehart, Inc.

3. MAILING ADDRESS
Formerly 1200 East High Street
COUNTY Montgomery STATE Pottstown, PA

4. HEREBY MAKES APPLICATION FOR THE TRANSFER OF A PERMIT

5. PERMIT NO. 4680443	6. APPLICATION NO.	7. DATE ISSUED 1/20/81	8. MUNICIPALITY Upper Pottsgrove Township	9. COUNTY Montgomery
--------------------------	--------------------	---------------------------	--	-------------------------

10. DOES TRANSFER OF PERMIT INVOLVE CHANGE IN OWNERSHIP YES NO
IF NO, HAVE YOU COMPLIED WITH FICTITIOUS NAME ACT YES NO

11. THE ORIGINAL PERMIT IS ATTACHED CANNOT BE PRODUCED (photocopy attached)

12. NAME OF NEW APPLICANT
Hill Financial Savings Association

13. MAILING ADDRESS
400 Main Street, Red Hill
COUNTY Montgomery STATE Pennsylvania

14. SIGNATURE OF PRESENT PERMITTEE
(David A. Swinehart is deceased; title to land with Hill Financial Savings Association)

15. TITLE
David A. Swinehart Vice Pres. Lending
16. DATE
1/30/87

17.
IF CORPORATION
AFFIX SEAL HERE

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA

18. COUNTY OF _____

BEING DULY SWORN ACCORDING TO LAW DEPOSE AND SAY THAT I AM THE APPLICANT (AM AN OFFICER OR OFFICIAL OF THE APPLICANT) (HAVE THE AUTHORITY TO MAKE THIS APPLICATION FOR THE APPLICANT NAMED ABOVE AS THE PRESENT PERMITTEE, THAT SAID PERMITTEE RELINQUISHES ALL RIGHT, TITLE AND INTEREST IN SAID PERMIT, AND THAT THE INFORMATION INCLUDED IN THE FOREGOING APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SUBSCRIBED TO AND SIGNED BEFORE ME
20. SIGNATURE _____

22. THIS _____ DAY OF _____ 1987
21. TITLE _____

(NOTARY PUBLIC)

MY COMMISSION EXPIRES _____

STATEMENT OF ACCEPTANCE OF PERMIT

23. I, Hill Financial Savings Association A PRIVATE INDIVIDUAL A CORPORATION A PARTNERSHIP AN ASSOCIATION OTHER

WITH PRINCIPAL OFFICE OR PLACE OF BUSINESS LOCATED AT 1341 400 Main Street Red Hill, PA 18076

HEREBY ACCEPT THE PERMIT HERE IN REFERRED TO AND AGREE TO BE BOUND BY ALL TERMS OF SAID PERMIT.

24. SIGNATURE [Signature] 25. TITLE Vice Pres. - Leasing 26. DATE 1/30/87

28. [Signature] [Signature] IF CORPORATION [Signature] AFFIX SEAL HERE [Signature] AFFIDAVIT COMMONWEALTH OF PENNSYLVANIA 29. COUNTY OF Montgomery

30. I, G. A. Overholtzer BEING DULY SWORN ACCORDING TO THE LAW DEPOSE AND SAY THAT I [Signature] (AM AN OFFICER OR OFFICIAL OF THE APPLICANT) HAVE THE AUTHORITY TO MAKE THIS APPLICATION FOR THE APPLICANT NAMED ABOVE AS THE NEW APPLICANT, AND THAT THE INFORMATION INCLUDED IN THE FOREGOING STATEMENT IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

(INAPPLICABLE PORTIONS SHOULD BE CROSSED OUT)

31. SIGNATURE [Signature] 32. TITLE G. A. Overholtzer, Vice President

33. THIS 30th DAY OF January 19 87

Marie J. Wieden (Notary Public) My Commission Expires Red Hill, Montgomery Co. PA

ARE THE FACILITIES ESSENTIALLY THE SAME AS ORIGINALLY APPROVED? YES NO IS EITHER PARTY IN VIOLATION OF THE WATER OBSTRUCTION ACT, RULE, REGULATION OR ORDER OF THE DEPARTMENT OR ANY PERMIT CONDITION? YES NO (FOR SEWERAGE AND INDUSTRIAL WASTES ONLY) HAS THE QUANTITY OF THE DISCHARGE INCREASED OVER THAT WHICH WAS APPROVED BY THE PERMIT? YES NO HAS THE QUALITY OF THE DISCHARGE DETERIORATED FROM THAT WHICH WAS APPROVED BY THE PERMIT? YES NO IS CHANGE IN OWNERSHIP OR TENANCY INVOLVED? YES NO IF NOT, IS PROOF OF COMPLIANCE WITH FICTITIOUS NAME ACT OR FICTITIOUS CORPORATE NAME ACT ATTACHED? YES NO

RECOMMENDATION DIVISION CHIEF APPROVE REFUSE DATE 2/25/87 ACTION ON APPEAL BY THE ENVIRONMENTAL HEARING BOARD OR SECRETARY OF ENVIRONMENTAL RESOURCES APPROVED REFUSED DATE _____ SIGNATURE Joseph A. Feola SECTION CHIEF APPROVE REFUSE DATE 3/29/87 SIGNATURE [Signature]

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

Amended Appendix A-20-b

WATER QUALITY MANAGEMENT PERMIT

NO. 4680443-T1

<p>A. PERMITTEE (Name and Address)</p> <p>Hill Financial Savings Association 400 Main Street P. O. Box 426 Red Hill, PA 18076</p>	<p>B. PROJECT LOCATION</p> <p>Municipality: Upper Pottsgrove Township County: Montgomery</p>
<p>C. TYPE OF FACILITY (For industrial wastes, type of establishment)</p> <p>Sewer Treatment Plant</p>	<p>D. NAME OF PLANT, AREA SERVED, OUTFALL NO., ETC.</p> <p>Birchwood Terrace Subdivision</p>

E. THIS PERMIT APPROVES:

1. Plans For Construction Of:	a. <input type="checkbox"/> Pump Stations, Sewers and Appurtenances	b. <input checked="" type="checkbox"/> Sewage Treatment Facilities	c. <input type="checkbox"/> Industrial Wastes Treatment Facilities
	d. <input type="checkbox"/> Injection Well	e. <input type="checkbox"/> Outfall & Headwall	f. <input type="checkbox"/> Stream Crossing
			g. <input type="checkbox"/> Impoundment
2. The Discharge Of:	a. <input type="checkbox"/> Treated	b. <input type="checkbox"/> Untreated	c. <input type="checkbox"/> Sewage
			d. <input type="checkbox"/> Industrial Wastes
3. Discharge To:	a. <input type="checkbox"/> Surface Water	Name of Stream to which discharged or drainage area in which groundwater discharge takes place or impoundment is located.	
	b. <input type="checkbox"/> Ground Water		
4. Preparedness, Prevention, Contingency (PPC) Plan	N/A		b. An Erosion and Sedimentation Control Plan
			Project Area is: 0.25 Acres

F. THIS APPROVAL IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. ALL CONSTRUCTION, OPERATIONS, PROCEDURES AND DISCHARGE SHALL BE IN ACCORDANCE WITH APPLICATION NO. 4680443 DATED 1/20/81 ITS SUPPORTING DOCUMENTATION, AND AMENDMENTS DATED 1/29/87 SUCH APPLICATION, ITS SUPPORTING DOCUMENTATION AND AMENDMENTS ARE HEREBY MADE A PART OF THIS PERMIT.

2. CONDITIONS NUMBERED 1,7,8,9,10,11,12,13,14,15,18,19 & 21 OF THE Sewerage STANDARD CONDITIONS DATED 09/02/83 AND CONDITIONS NUMBERED 1 through 12 OF THE EROSION CONTROL STANDARD CONDITIONS DATED 1985 WHICH CONDITIONS ARE ATTACHED AND MADE PART OF THIS PERMIT.

3. SPECIAL CONDITIONS DESIGNATED I and II WHICH ARE ATTACHED AND ARE MADE A PART OF THIS PERMIT.

Hill Financial Savings Association

This Permit supercedes Permit No. 4680443 issued on January 20, 1981.

G. THE AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS:

- IF THERE IS A CONFLICT BETWEEN THE APPLICATION ON ITS SUPPORTING DOCUMENTS AND AMENDMENTS AND THE STANDARD OR SPECIAL CONDITIONS, THE STANDARD OR SPECIAL CONDITIONS SHALL APPLY.
- FAILURE TO COMPLY WITH THE RULES AND REGULATIONS OF THE DEPARTMENT OR WITH THE TERMS OR CONDITIONS OF THIS PERMIT SHALL VOID THE AUTHORITY GIVEN TO THE PERMITTEE BY THE ISSUANCE OF THE PERMIT.
- THIS PERMIT IS ISSUED PURSUANT TO THE CLEAN STREAMS LAW, ACT OF JUNE 22, 1937, P.L. 1987 AS AMENDED 35 P.S. §691.1 ET SEQ. AND/OR THE DAM SAFETY AND ENCROACHMENTS ACT OF NOVEMBER 26, 1978, P.L. 1375, AS AMENDED, 32 P.S. §693.1 ET SEQ. ISSUANCE OF THIS PERMIT SHALL NOT RELIEVE THE PERMITTEE OF ANY RESPONSIBILITY UNDER ANY OTHER LAW.

PERMIT ISSUED DATE 2/25/87

DEPARTMENT OF ENVIRONMENTAL RESOURCES

BY Joseph A. Feola
Joseph A. Feola
Regional Water Quality Manager

TITLE _____

(3F12) 51.1

Permit No. 4680443-T1
Hill Financial Savings Association
(Birchwood Terrace Subdivision)
Upper Pottsgrove Township, Montgomery County

- A. This permit is approved with the stipulation that an acceptable sludge disposal plan is submitted to the Department's Bureau of Solid Waste Management prior to start-up of the wastewater treatment facilities.
- B. The Authority granted by this permit is subject to all effluent requirements, and other conditions as set forth in Parts A, B, and C of the Part One Discharge Permit No. PA0050342 as issued on July 31, 1984. No discharge is authorized for these facilities unless approved by a Part I permit.

(3F12) 51.2

11
7

WATER QUALITY MANAGEMENT DISTRICT

1. Name of Applicant Hill Financial Savings Association 201 West Park Drive Upper Pottsgrove Township, PA 19380	2. Name of Authority Upper Pottsgrove Township 201 West Park Drive Upper Pottsgrove Township, PA 19380
3. Name of Project Birchwood Terrace Subdivision	4. Name of Facility Wastewater Treatment Plant
5. Name of Engineer [Faint]	6. Name of Designer [Faint]
7. Name of Operator [Faint]	8. Name of Inspector [Faint]

CAPTION SHEET

CASE MANAGEMENT SYSTEM

- | | | |
|--------------------------|---|-----------------------------|
| 1. REPORT DATE: 00/00/00 | : | |
| 2. BUREAU: SAC | : | |
| 3. SECTION(S): | : | |
| 5. APPROVED BY: | : | 4. PUBLIC MEETING DATE: |
| DIRECTOR: | : | 00/00/00 |
| SUPERVISOR: | : | |
| 6. PERSON IN CHARGE: | : | 7. DATE FILED: 02/11/92 |
| 8. DOCKET NO: A-230023 | : | 9. EFFECTIVE DATE: 00/00/00 |

PARTY/COMPLAINANT:

RESPONDENT/APPLICANT: REGAL OAKS, INC.

COMP/APP COUNTY: MONTGOMERY

UTILITY CODE: 230023

ALLEGATION OR SUBJECT

APPLICATION OF REGAL OAKS, INC. FOR APPROVAL OF THE RIGHT TO BEGIN TO OFFER, RENDER, FURNISH OR SUPPLY SEWAGE SERVICE TO THE PUBLIC IN REGAL OAKS SUBDIVISION, UPPER POTTSBROVE TOWNSHIP, MONTGOMERY COUNTY.

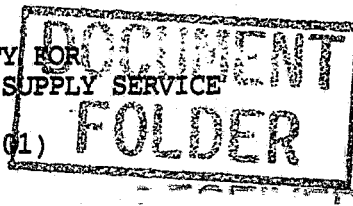
DOCKETED

FEB 21 1992

DOCUMENT
FOLD

APPLICATION BY A PROPOSED PUBLIC UTILITY FOR APPROVAL TO BEGIN TO OFFER, RENDER, FURNISH, OR SUPPLY SERVICE

(Public Utility Code, 66 Pa. C.S. §1101)



BEFORE PENNSYLVANIA PUBLIC UTILITY COMMISSION

FEB 11 1992

SEC. 10 Public Utility Commission

IN RE: Application of Regal Oaks, Inc. for approval to offer, render, furnish, or supply service to the public in Regal Oaks Subdivision, Upper Pottsgrove Township, Montgomery County, Pennsylvania

A-230023

Application Docket No.

TO PENNSYLVANIA PUBLIC UTILITY COMMISSION:

1. The name and address of Applicant are Regal Oaks, Inc., 1045 N. West End Blvd., Route 309, Quakertown, Pennsylvania 18951.

2. The name and address of Applicant's attorney are Michael J. Clement, Esquire, and Barbara R. Watkins, Esquire, 484 Norristown Road, Blue Bell, Pennsylvania 19422.

3. Applicant is a corporation incorporated under the Pennsylvania Business Corporation Law, Act of May 5, 1933, P.L. 364, as amended. A copy of Applicant's Articles of Incorporation is attached hereto as Exhibit "A" and made a part hereof.

4. The nature and location of the service are a sewage treatment plant for the Regal Oaks Subdivision, Upper Pottsgrove Township, Montgomery County, Pennsylvania. A legal description and a map depicting the location of the area to be served is attached hereto as Exhibit "B" and made a part hereof.

5. The sewage treatment service is presently being furnished to the Regal Oaks Subdivision by the Birchwood Terrace Sewage Treatment Plant Facility which is operated by Dutchland, Inc., a licensed operator. There are no other entities furnishing similar service to the Regal Oaks Subdivision, and there is no competitive condition created by virtue of the operation of Applicant's system. The Birchwood Terrace Sewage Treatment Plant is presently authorized to discharge under the National Pollutant Discharge Eliminating System Sewage Permit No. PA0050342. Said permit was issued as of July 31, 1984, and will expire on July 27, 1995. Applicant operates under DER Sewerage Permit #4680443.

6. Applicant will employ, in furnishing the proposed service, the following facilities: sewage treatment plant as detailed on as-built plans.

DOCKETED FEB 11 1992

included with this application. The facilities will serve 73 customers. The facilities, including land, cost approximately \$480,000 to construct as detailed below:

Facilities:	Cost:
8" VCP 4,302 LF	\$ 84,795
Manholes	35,636
3" PVC 1,070 LF	23,499
8" PVC 2,820 LF	164,495
Lift Station	23,145
Lift Station	23,145
Sewage Treatment Pl	102,447
Land	<u>23,136</u>
Total	\$480,299

7. Applicant is a Pennsylvania corporation with an authorized capital of 10,000 shares, common stock, no par value. There are presently 3,000 shares issued and outstanding.

8. There is appended hereto as Exhibit "C" and made a part hereof a balance sheet of the proposed public utility.

9. The initial annual revenue and expenses of the proposed public utility services in the first, fifth and tenth years of operations is appended here as Exhibit "D".

10. The proposed public utility will charge a rate of \$35.00 per month per dwelling unit served. See Exhibit "E" attached hereto and made a part hereof.

11. The proposed public utility began furnishing service on January 1, 1989.

12. Applicant is filing the Affiliated Interest Agreement between Applicant and The Quick Group, which is attached hereto as Exhibit "F".

13. Applicant is filing the Lease for the facilities with The Quick Group, which is attached hereto as Exhibit "G".

14. The proposed initial Tariffs with an effective date of July 1, 1992 are attached hereto as Exhibit "H".

15. Approval of the application is necessary or proper for public convenience and necessity.

WHEREFORE, Applicant prays your Honorable Commission to issue a Certificate of Public Convenience as hereinbefore set forth:

REGAL OAKS, INC.

BY: Robert J. Gull Pres

ATTEST: Ron W. Isenhart Sec/Treas.

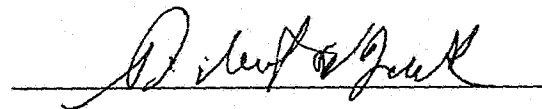
BRW:slp
95.16

COMMONWEALTH OF PENNSYLVANIA :

: SS

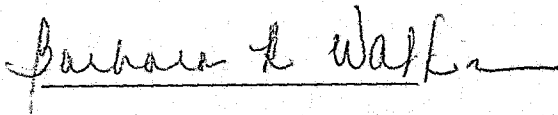
COUNTY OF MONTGOMERY :

Robert Quick, being duly sworn according to law, deposes and says that he is the President of Regal Oaks, Inc., and that he is authorized to and does make this Affidavit for it and that the facts set forth above are true and correct to the best of his knowledge, information and belief, and he expects the said Regal Oaks, Inc. to be able to prove the same at any hearing hereof.

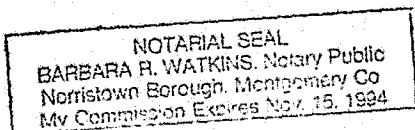


Robert Quick

Sworn to and subscribed
before me this 7 day
of February, 1992.



Notary Public



Microfilm Number _____

Filed with the Department of State on JUL 1 1994
Amended Appendix A-2g b

Christopher A. Lewis

Entity Number _____

Secretary of the Commonwealth

ARTICLES OF INCORPORATION

DSCB:15-1306(Rev 89)

Indicate type of domestic corporation (check one):

- Business-stock (15 Pa. C.S. § 1306)
- Business-nonstock (15 Pa. C.S. § 2102)
- Business-statutory close (15 Pa. C.S. § 2304a is applicable)
- Professional (15 Pa. C.S. § 2903)
- Management (15 Pa. C.S. § 2701)
- Cooperative (15 Pa. C.S. § 7701)

1. The name of the corporation is: Regal Oaks, Inc.

This corporation is incorporated under the provisions of the Business Corporation Law of 1988.

2. The (a) address of this corporation's initial registered office in this Commonwealth or (b) commercial registered office provider and the county of venue is:

(a) 1045 North West End Blvd., Quakertown, PA 18951
Number and Street City State Zip County Bucks

(b) _____
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

3. The aggregate number of shares authorized is: 10,000 common, no par. (other provisions, if any, attach 8 1/2 x 11 sheet)
value

4. The name and address, including street and number, if any, of each incorporator is:

Name	Address	Signature	Date
<u>Michele A. Scarpone</u>	<u>Wisler, Pearlstine, Talone</u> <u>Craig, Garrity & Potash</u> <u>515 Swede Street</u> <u>Norristown, PA 19401</u>	<i>Michele Scarpone</i>	<u>7/16/90</u>

5. The specified effective date, if any, is: n/a
month day year hour, if any

6. Any additional provisions of the articles, if any, attach an 8 1/2 x 11 sheet.

7. **Statutory close corporation only:** Neither the corporation nor any shareholder shall make an offering of any of its shares of any class that would constitute a "Public Offering" within the meaning of the Securities Act of 1933 (15U.S.C. § 77A et seq.).

Business cooperative corporations only: (Complete and strike out inapplicable term) The common bond of membership among its members/shareholders is: _____

Exhibit A

Bursich Associates INC.
ENGINEERS • PLANNERS • SURVEYORS

29 East High Street • Pottstown, PA 19464 • 215-323-4040

August 31, 1990

RE: Description of Regal Oaks Development Proposed Sewer
Franchise Area
Upper Pottsgrove Township, Montgomery County, Pennsylvania

ALL THAT CERTAIN tract of land known as Regal Oaks Development situate in Upper Pottsgrove Township, Montgomery County, Pennsylvania as shown on a plan of Birchwood Terrace Homes Drawing Number 021-E-0308, prepared by Bursich Associates, Inc., Pottstown, Pennsylvania, dated August 25, 1986, last revised January 28, 1988;

BEGINNING at a point on the Title Line of Gilbertsville Road (56.5 feet wide), said pint being a corner of land of John R. and Helen M. Robert and said point also being 333.00 feet more or less easterly from the Title Line intersection of the said Gilbertsville Road and Snyder Road (56.5 feet);

THENCE from the first mentioned point and place of beginning continuing along the Title Line of the said Gilbertsville Road the three (3) courses and distances as follows:

- 1.) North 77 degrees 25 minutes 30 seconds East 208.42 feet to a point;
- 2.) North 85 degrees 10 minutes 00 seconds East 532.91 feet to a point;
- 3.) North 82 degrees 32 minutes 04 seconds East 446.00 feet to a point, a corner of land of Guy and Mildred

Hoffman; thence leaving the Title Line of Gilbertsville Road and crossing the southerly line thereof and along land of the said Guy and Mildred Hoffman, South 38 degrees 25 minutes 56 seconds East 641.10 feet to an iron pipe, a corner of land of Anthony Falcone; thence continuing along land of the said Anthony Falcone and also land of Paul and Jean Hughes, South 33 degrees 39 minutes 29 seconds East 1,434.93 feet to an iron pipe, a corner of land of the said Paul and Jean Hughes; thence continuing along land of Paul and Jean Hughes, North 53 degrees 20 minutes 50 seconds East 615.20 feet to an iron pipe, a corner of land of Robert Gerhard; thence continuing along land of the said Robert Gerhard, South 49 degrees 01 minutes 09 seconds East 483.63 feet to an iron pipe, a corner of land of the said Robert Gerhard in line of land of Douglass Ottinger; thence continuing along land of the said Douglass Ottinger and also along land of Walter and Phyllis Trout, Alvina and Henrietta Paul and

- 2 -

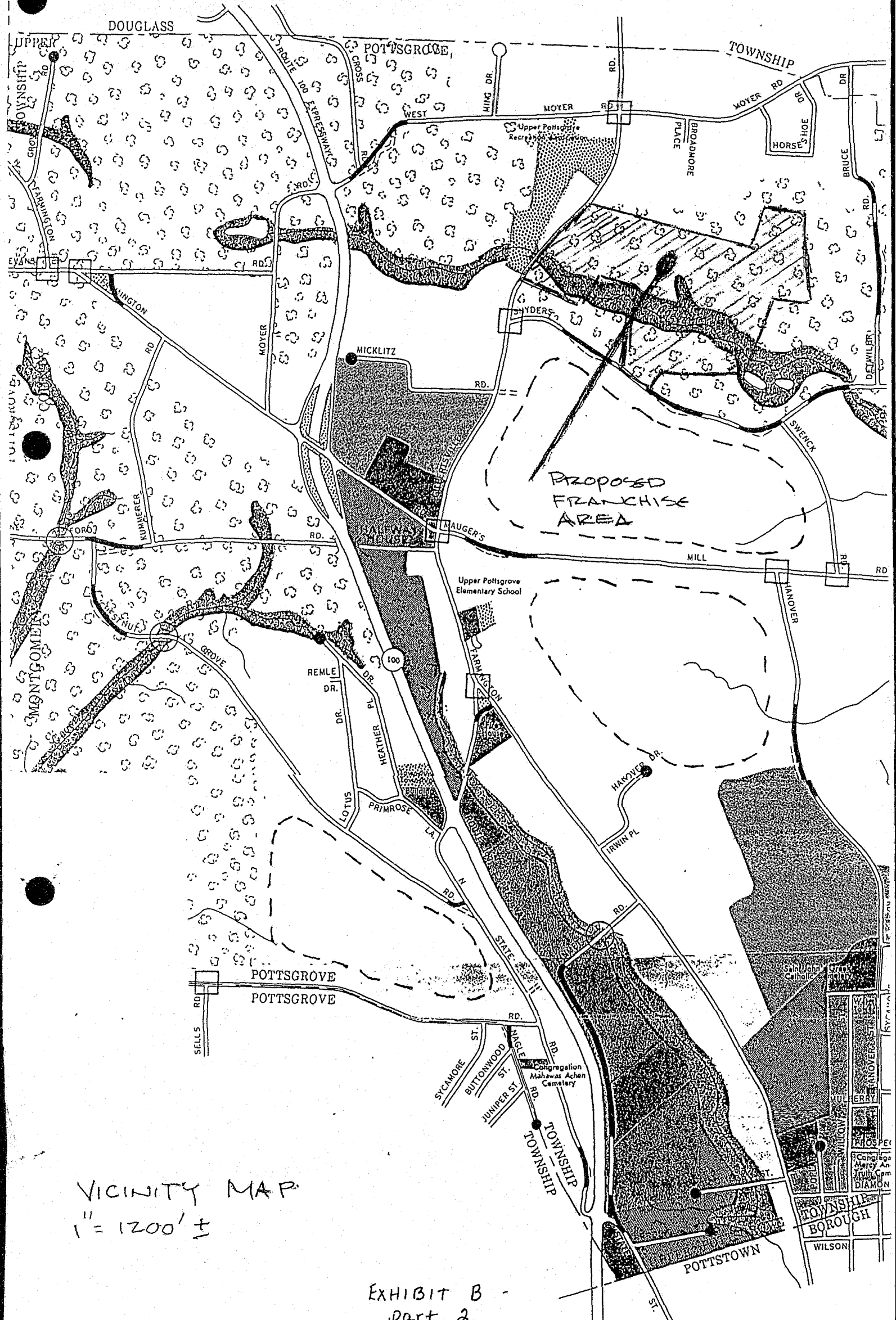
partially along land of David and Ida Brunner, South 41 degrees 03 minutes 54 seconds West 1,200.97 feet to an iron pipe, a corner of land of Herbert W. Hartman, Sr.; thence continuing along land of the said Herbert Hartman, Sr., the two courses and distances as follows:

- 1.) North 47 degrees 34 minutes 23 seconds West 516.40 feet to an iron pipe;
- 2.) South 70 degrees 01 minutes 22 seconds West 993.04 feet to a stake, a corner of land of Joseph Obermyer in line of land of the said Herbert W. Hartman, Sr.; thence continuing along land of the said Joseph Obermyer and partially along land of Ada Eckenrode, North 42 degrees 57 minutes 46 seconds West 939.96 feet to a rock, a corner of land of the said Ada Eckenrode; thence continuing along land of the said Ada Eckenrode and crossing over the easterly line of the aforesaid Snyder Road, South 68 degrees 07 minutes 50 seconds West 202.48 feet to a point on the Title Line of Snyder Road; thence continuing along the Title Line of Snyder Road, North 20 degrees 00 minutes 00 seconds West 401.82 feet to a point, a corner of land of Frank and Doris Banus; thence continuing along land of the said Frank and Doris Banus the five courses and distances as follows:

- 1.) North 52 degrees 24 minutes 27 seconds East crossing the easterly line of the said Snyder Road 834.63 feet to an iron pipe;
- 2.) North 30 degrees 58 minutes 42 seconds West 200.03 feet to an iron pipe;
- 3.) North 84 degrees 03 minutes 58 seconds West 130.40 feet to an iron pipe;
- 4.) South 51 degrees 27 minutes 33 seconds West 161.26 feet to an iron pipe;
- 5.) North 26 degrees 09 minutes 27 seconds West 351.52 feet to a point, a corner of land of the aforesaid John and Helen Robert; thence continuing along land of the said John and Helen Robert North 32 degrees 18 minutes 27 seconds West 297.00 feet to a point; thence continuing along land of John and Helen Robert North 31 degrees 18 minutes 06 seconds West crossing the southerly line of the said Gilbertsville Road 286.05 feet to the first mentioned point and place of beginning.

CONTAINING: 95.253 Acres of land

UPPER POTTS GROVE Montgomery County, Pennsylvania Amended Appendix A-20-b



VICINITY MAP
1" = 1200' ±

EXHIBIT B -
part 2

REGAL OAKS INCORPORATED
PRO FORMA BALANCE SHEET
1992

Exhibit C

ASSETS

CURRENT ASSETS

Cash	\$2,000	
Accounts Receivable	5,790	
Total Current Assets		\$7,790

OTHER ASSETS

Organizational Cost		\$20,000
Total Assets		<u>\$27,790</u>

CAPITALIZATION AND LIABILITIES

CAPITALIZATION

Common Stock, no par value, Authorized 10,000 shares, issued and outstanding 3,000 shares	\$3,000	
Paid-In-Capital	11,290	
Total Capitalization		\$14,290

LIABILITIES

Accounts Payable		\$13,500
Total Capitalization and Liabilities		<u>\$27,790</u>

REGAL OAKS INCORPORATED

PRO FORMA INCOME STATEMENTS
FOR THE 1ST, 5TH, AND 10TH YEAR OF OPERATIONS

	Year 1	Year 5	Year 10
Operating Revenues	\$26,460	\$48,180	\$70,080
Operating Deductions:			
Operator	\$4,800	\$5,724	\$7,133
Utilities	3,505	4,843	6,036
Repairs & Maint.	6,000	8,291	10,332
Sludge Removal	1,440	1,990	2,480
Chemical & Testing	1,658	2,256	3,314
Lease Expense	12,500	12,500	12,500
Management Services	6,000	7,155	8,917
Office Supplies	1,573	1,876	2,338
Postage	241	333	415
Office Rental	1,200	1,431	1,783
Insurance	1,200	1,633	2,399
Accounting Fees	750	1,020	1,499
Legal Fees	750	1,020	1,499
Engineering	750	1,020	1,499
Consulting	250	340	500
Special Service	0	2,500	2,500
PA Capital Stock Tax	300	408	600
Real Estate Taxes	750	1,020	1,499
PaPUC Assessments	172	313	456
Sub-Total	\$43,839	\$55,674	\$67,698
Organizational Expense	2,000	2,000	2,000
Total Operating Deductions	\$45,839	\$57,674	\$69,698
Net Income Before Taxes	(\$19,379)	(\$9,494)	\$382
Taxes			
State	\$0	\$0	\$0
Federal	0	0	0
Total Taxes	\$0	\$0	\$0
Net Operating Income	(\$19,379)	(\$9,494)	\$382

REGAL OAKS INCORPORATED

CURRENT EXISTING RATE DESIGN YEAR 1
PRO FORMA RATE DESIGN FOR THE 5TH, AND 10TH YEAR OF OPERATIONS

	<u>Year 1</u>	<u>Year 5</u>	<u>Year 10</u>
Number of Customers	63	73	73
Number of Billing Periods	12	12	12
Average Annual Bill	\$420.00	\$660.00	\$960.00
Monthly Rate	\$35.00	\$55.00	\$80.00

AFFILIATED INTEREST AGREEMENT

THIS AGREEMENT, made this 1 day of February, 1992, by and between REGAL OAKS, INC., a Pennsylvania corporation ("Client"), whose mailing address is 1045 North West End Boulevard, Quakertown, Pennsylvania 18951, and THE QUICK GROUP, a Pennsylvania general partnership ("Manager") whose mailing address is 1045 North West End Boulevard, Quakertown, Pennsylvania 18951. Manager and Client are affiliated entities as defined by the Pennsylvania Public Utility Code.

W I T N E S S E T H:

WHEREAS, Client is incorporated to operate sewer utility services within the service territory to be determined by the Pennsylvania Public Utility Commission ("Commission"); and

WHEREAS, Manager is engaged in the general management, operation and supervision of various tangible and intangible assets, including the maintenance of books of accounts and other operations to be used by Client in providing utility services; and

WHEREAS, Client desires to utilize the realty and services of Manager in connection with the operation of its public utility services, and Manager desires to render such services upon the terms and conditions hereinafter set forth.

THEREFORE, Client and Manager agree, effective as of the date of final approval by the Commission of Client's application to provide sewer utility services, as follows:

1. Manager shall provide the following services or perform the following functions:

A. To do or cause to be done all such acts and things as are necessary to comply with all legal and insurance requirements regarding the Client's operations and businesses;

B. To institute any and all legal actions or proceedings to collect debts, assess fees or recover funds due and owed;

C. To monitor the assets and accounts of Client and supervise and direct their use and allocation in accordance with proper management and fiduciary standards and to use its best efforts in regard to same;

D. To properly advise and consult with Client in regard to accounts, finances and operations;

E. To keep books of accounts in accord with generally accepted accounting principles and to provide, on at least an annual basis, detailed accountings showing balances, profit and loss statements, costs, transactions and assets and to keep all books and accounts available for inspection by Client at reasonable times and place upon reasonable notice;

F. To file all Local, State and Federal tax returns and annual reports and other necessary information with the Commission;

G. To maintain and update customer and purchaser lists and other mailing lists where applicable; and

H. To own the realty on which Client's public utility facilities are situated and to pay all property taxes thereon and to lease said realty to Client based upon a lease agreement attached hereto as Exhibit "A" and incorporated herein.

2. Manager shall have the responsibility for the direct day-to-day maintenance and upkeep of Client's assets and accounts. In furtherance thereof, Manager shall maintain appropriate offices and appropriate personnel in order to receive calls, inquiries, mail and other communications or correspondence sent to Client and to deal with same in an appropriate and timely manner or forward same where appropriate.

3. Payment for said managerial services shall be at the monthly rate of \$500. In addition to the monthly service charge, Client shall be responsible to reimburse Manager for direct "out-of-pocket" costs which have been incurred for Client. Any such items shall be billed to Client and shall be fully documented and accompanied by invoices and receipts.

4. Manager will provide, when available and requested by Client, such management, financial, accounting, operating, construction, engineering, customer relations, equipment, personnel, community and governmental relations, legal, audit, tax, rate and tariff, employee benefits and welfare, insurance, general administrative, and such other managerial, operational and administrative services as may be required by or beneficial to Client for its operations, pursuant to the terms of this Agreement.

5. In addition to the other provisions of this Agreement, the parties agree that they may individually or in combination thereof, secure, furnish, and share services, equipment, or facilities when appropriate and more economical than could be a secured of furnished by each of the parties hereto acting separately.

6. Payment for use of office space, computers, telephone service and other office equipment shall be at the monthly rate of \$100.

7. Any additional professional services which are determined by the Manager to be appropriate and are approved by Client may be engaged by Manager. Costs incurred will either be billed directly to Client by provider of such services, or Manager will advance payment and then be reimbursed by Client upon receipt of proper documentation.

8. Manager may select itself, its employees or any person or entity in which it has an interest, or relationship, to perform services, provided Client has been given prior notice of same, and Client has not objected.

9. Manager shall notify Client in writing of any demands, legal actions or other proceedings brought against Client by any party at any time.

10. The term of this Agreement shall be for one (1) year beginning on the date of execution and shall be automatically renewed on a yearly basis if no notice of termination is given. Notice of termination shall be given in writing by Client to Manager, or Manager to Client, at their respective offices upon sixty (60) days' prior notice.

11. This document constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes any prior oral or written

agreements. The parties further represent to each other that in entering into this Agreement, they have not relied on any statements or other information not specifically delineated or incorporated herein.

12. Should any section of this contract be found unlawful, such elements shall be severed from the contract; and the remainder of the contract shall continue in effect as though the deleted item had not existed.

13. This contract cannot be changed or modified except by written agreement signed by the parties and approved by the Commission.

14. Additional terms to this Agreement, nor anything contained herein, shall constitute, be construed as or create a partnership or joint venture between Client and Manager or its affiliates or other clients. All debts and liabilities to third persons to this Agreement shall be debts of the Manager where incurred by Manager pursuant to management services, and debts or liabilities incurred by Client or when authorized by Client and directly for Client's benefit shall be the sole responsibility of Client.

IN WITNESS WHEREOF, all, as of the day and year first above written, the signatories, by affixing their respective hands hereto, affirm and represent that they are duly authorized by their respective corporations to execute same and that they intend to be legally bound thereby.

Witness: Barbara K. Wall

(SEAL)

Attest: Ron W. Tsenhart
Secretary

(SEAL)

MANAGER
THE QUICK GROUP

By: Ron W. Tsenhart
General Partner

CLIENT
REGAL OAKS, INC.

By: Ron W. Tsenhart
President

LEASE OF PUBLIC UTILITY FACILITIES

THIS AGREEMENT, made this 7 day of February, 1992, by and between THE QUICK GROUP, a Pennsylvania general partnership with its principal office at 1045 West End Boulevard, Quakertown, Pennsylvania (hereinafter referred to as "Lessor") and REGAL OAKS, INC., a Pennsylvania corporation with its principal office at 1045 West End Boulevard, Quakertown, Pennsylvania (hereinafter referred to as "Lessee"), is as follows:

W I T N E S S E T H:

WHEREAS, Lessor, for the purpose of improving the residential real estate known as the Regal Oaks Subdivision located within Upper Pottsgrove Township, Montgomery County, Pennsylvania, has constructed and operated a sanitary sewer system (hereinafter referred to as "Facilities" as herein defined) and intends to lease the Facilities to Lessee.

WHEREAS, Lessor is involved in the ownership, general management, operation, and supervision of various tangible and intangible assets and, as part of its operations, provides such managerial services as required to maintain and operate the Facilities.

WHEREAS, Lessee, a public utility corporation subsidiary of Lessor established for the purpose of having a separate regulated corporate entity for purposes of public utility accounting, requires the use of the Facilities and the managerial services of Lessor in order to provide public sewer service to the public pursuant to an Application for a certificate of public convenience and necessity filed with the Pennsylvania Public Utility Commission.

NOW THEREFORE, it is hereby mutually agreed by and between the parties hereto, intending to be legally bound hereby as follows:

Section 1. The terms and phrases defined in this Section 1 for all purposes of this Agreement, as herein defined, shall have the meanings herein specified, unless the context clearly otherwise requires.

"**Agreement**" means this document and all modifications, alterations, amendments and supplements hereto made and delivered in accordance with provisions hereof and at such time constituting part hereof, which term sometimes is referred to in this document by the use of such words as "hereto", "hereby", "herein", "hereof", "hereunder" or other descriptive words or phrases having similar import.

"**Applications**" means the Applications of Regal Oaks, Inc. for approval of the right to begin to offer or furnish sewer service to the public in portions of Lower Pottsgrove Township, Montgomery County, as amended and supplemented, to the Pennsylvania Public Utility Commission.

"**Capital Additions**" means new and additional property chargeable to a plant or equipment account under sound accounting and engineering practice.

"**Commission**" means the Pennsylvania Public Utility Commission.

"**Facilities**" means the sewer mains, valves, storage tanks, pumps, meters, buildings, lift stations, chlorinators, land, treatment plant, rights of way, easements, and any and all other equipment and property determined to be used and useful by Lessor in providing utility service to the public in the Service Area, as described in the Applications to receive a certificate of public convenience from the Pennsylvania Public Utility Commission.

"**Service Territory**" means all of the real estate determined to be included in the territory authorized by the Commission for Lessee to provide public utility service.

Section 2. Effective as of the date of final approval of the Applications by the Commission, Lessor hereby does lease the Facilities, including any Capital Additions thereto, to Lessee, for Lessee's exclusive operation and use for a term of ten (10) years, commencing on the date hereof, which term may be changed by an amendment hereto, as provided herein.

Section 3. Lessee shall have the right to request Lessor to make Capital Additions for the improvement or expansion of the Facilities, from time to time, in order to meet the public sewer utility requirements of the Service Area. Any Capital Additions added to the Facilities by Lessor upon the written request of Lessee and, once placed in service, shall be included in the rent payable under this Agreement.

Section 4. Lessee agrees to provide Lessor notice of any Capital Additions required pursuant to Section 3, and Lessor agrees to construct such Capital Additions within a six (6) month period, unless a longer period is required by Lessor due to the nature and extent of the Capital Additions requested.

Section 5. Lessor agrees, upon the receipt of Lessee's notice pursuant to Section 4, to undertake such Capital Additional, including the request for proposals and such other steps as deemed necessary to construct or otherwise contract for the construction of such Capital Additions as required by Lessee.

Section 6. Lessee shall have the right to review the plans and specifications for the construction of any Capital Additions to the Facilities as provided above in Section 3. After said review but no later than thirty (30) days prior to the commencement of construction of any Capital Additions, Lessee shall notify Lessor of any modifications requested to the plans and specifications and a reason for each requested modification, which modification shall be based upon generally accepted public utility engineering principles.

Section 7. Lessor agrees to obtain all necessary regulatory permits for any Capital Additions constructed under Section 3 and agrees to obtain all labor and other services consistent with the provision of public utility service at the lowest reasonable cost.

Section 8. Lessee agrees to pay Lessor an annual rent of \$12,500 for the sewer facilities. Lessee shall pay to Lessor in quarterly payments beginning with the date of this Agreement. Thereafter, Lessor shall calculate the annual rent based upon a comparable return on the original cost of the Facilities, as supplemented by Capital Additions placed into service, less the applicable accumulated depreciation and amortized expenses. For purposes of this Agreement, a comparable return shall be determined by the overall rate of return authorized by the Commission in a major base rate proceeding in the prior year.

Section 9. During the term (or any extension) hereof, Lessee shall have the right and the opportunity to negotiate with Lessor for the purchase of the Facilities at a mutually agreeable price and upon such conditions as the parties may agree.

Section 10. This Agreement shall be binding upon and inures to the benefit of the parties hereto and their successors and assigns, shall be in force and effect from the date hereon and abovementioned and shall continue in full force and effect until terminated by either party upon ninety (90) days' written notice prior to the anniversary date of this Agreement.

This Agreement is made in and shall be governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this day and year first above written.

Witness:

Barbara K. Work

THE QUICK GROUP

By:

Ron W. Isenhart
General Partner

Attest:

Ron W. Isenhart
Secretary

REGAL OAKS, INC.

By:

Robert J. ...
President

(SEAL)

Exhibit - H

REGAL OAKS, INC.

DRAFT TARIFF

ORIGINAL SEWER-PA. P.U.C. NO.1
ORIGINAL PAGE NO. 1

REGAL OAKS, INC.

RATES, RULES AND REGULATIONS
GOVERNING THE PROVISION OF SANITARY
SEWAGE COLLECTION
AND DISPOSAL SERVICE
TO THE PUBLIC IN PORTIONS
UPPER POTTS GROVE TOWNSHIP
MONTGOMERY COUNTY

ISSUED:

EFFECTIVE: 7/1/92

BY: Robert Quick, President
Regal Oaks, Inc.
1045 North West End Blvd.
Quakertown, PA 18951

NOTICE

REGAL OAKS, INC.

Tariff Sewer-Pa. P.U.C. No.1
Original Page No. 2

LIST OF CHANGES

ISSUED: February 11, 1992

EFFECTIVE: July 1, 1992

TABLE OF CONTENTS

Title Page	Original Page 1
List of Changes	Original Page 2
Table of Contents.....	Original Page 3
Rules and Regulations.....	Original Page 5
1. Definitions.....	Original Page 5
2. Filing, Posting and Effect.....	Original Page 7
3. Application for Service.....	Original Page 8
.1 Apply for New Service.....	Original Page 8
.2 Contract for Utility Service.....	Original Page 8
.3 Customer's Duty To Notify Company of Change in Service.....	Original Page 8
.4 Main Extensions.....	Original Page 8
4. Customers' Deposits.....	Original Page 11
.1 Company's Right to Require Deposit.....	Original Page 11
.2 Company's Duty to Maintain Deposit.....	Original Page 11
.3 Company's Duty to Refund Deposit.....	Original Page 11
5. Service Connections.....	Original Page 12
.1 Company Shall Establish All Connections To Its Service.....	Original Page 12
.2 Company Shall Inspect All Installation of Customer's Service Line.....	Original Page 12
.3 Location.....	Original Page 12
.4 Customer's Duty To Maintain Customer's Service Line.....	Original Page 12
6. Billing and Payment.....	Original Page 13
.1 Time of Rendering Bill.....	Original Page 13
.2 Due Date.....	Original Page 13
.3 Late Payment Charges.....	Original Page 13
.4 Customer Responsible for Billings.....	Original Page 13
.5 Failure to Receive Bill.....	Original Page 13
7. Discontinuance of Residential Service and Termination Procedures.....	Original Page 14

REGAL OAKS, INC.

Tariff Sewer-Pa. P.U.C. No.1
Original Page No. 4

.1	Grounds for Discontinuing Service.....	Original Page 14
.2	Written Notice of Termination	Original Page 14
.3	Termination Dates.....	Original Page 14
.4	Personal Notice of Termination.....	Original Page 14
.5	Termination Procedures for Tenant Occupied Structure.....	Original Page 15
.6	Dispute Procedure.....	Original Page 15
.7	Emergency or Scheduled Interruptions...	Original Page 15
8.	Prohibited Discharges.....	Original Page 16
.1	Prohibited Discharges.....	Original Page 16
.2	Damages.....	Original Page 16
9.	General Liability for Damages.....	Original Page 17
10.	Schedule of Rates for Service.....	Original Page 18

ISSUED: February 11, 1992

EFFECTIVE: July 1, 1992

RULES AND REGULATIONS

1. DEFINITIONS

Unless the context clearly indicates otherwise, the following words and phrases shall have the meanings assigned below whenever they are used throughout the Tariff.

Company	Shall mean Regal Oaks, Inc. and its duly authorized officers, agents and employees, each acting within their scope of employment.
Company's Service Line	Shall mean the connecting facilities between the Company's collection main to the customer's service line at the customer's property line.
Contributor	Shall mean a person who requests a sewer main extension and agrees to the terms for a sewer main extension agreement.
Customer	Shall mean a person having a legal right to occupy property receiving service from the Company served by the Company's lines upon request. If collection activity is undertaken by the Company against a customer for nonpayment of bills, such an account will no longer be a customer after four years of nonpayment.
Customer's Service Line	Shall mean the service line extending from the point where the sewage is discharged into the Company's service line.

REGAL OAKS, INC.

Tariff Sewer-Pa. P.U.C. No.1
Original Page No. 6

Dwelling or Dwelling Unit

Shall mean any living area including separate kitchen and bathroom facilities.

Main

Shall mean the pipe facilities system that provides utility service under this tariff, located in a public highway, street, alley or private right-of-way.

Property

Shall mean a single lot or subdivision parcel of land to which sewage service is provided.

Residential Customer

Shall mean a customer who uses a property for residential purposes.

Tariff

Shall mean the original tariff issued by Company, and any supplements or revisions subsequently issued.

ISSUED: February 11, 1992

EFFECTIVE: July 1, 1992

REGAL OAKS, INC.

Tariff Sewer-Pa. P.U.C. No.1
Original Page No. 7

2. FILING, POSTING AND EFFECT

2.1 A copy of this tariff comprising the Rates, Rules and Regulations governing the distribution of utility service by this Company is on file with the Commission and is posted and available for inspection at the Company's office. These rates, rules and regulations are part of the contract with every customer, and every customer, by taking utility service, agrees to be bound hereby.

ISSUED: February 11, 1992

EFFECTIVE: July 1, 1992

REGAL OAKS, INC.

Tariff Sewer-Pa. P.U.C. No.1
Original Page No. 8**3. APPLICATION PROCEDURE FOR SERVICE,
CHANGE IN CUSTOMER OR SERVICE, AND MAIN EXTENSIONS**

3.1 Apply for New Service: Before new service is provided by the Company, a prospective customer shall complete and submit to the Company a written application for service and service will be provided if the applicant satisfies the Commission regulations of 52 Pa. Code Section 56.31-38 and compliance with this tariff.

3.2 Contract for Utility Service: The customer's application, if accepted by the Company, and these Rules and Regulations constitute the contract between the customer and the Company; and each customer, by the taking of utility service, agrees to be bound thereby.

3.3 Customer's Duty to Notify Company of Change in Service: It shall be the obligation of each customer to provide the Company seven days' notice of changes in service that identifies the date for service is to be changed, including discontinuation of service. If service is to be discontinued, then upon receipt of such notice the Company shall prepare and submit to the customer a final bill for the service to be discontinued.

3.4 Main Extensions: The company will extend its mains for any person making a written application one year or more in advance for utility service to be provided thirty-five feet or more beyond the existing facilities to properties within the Company's existing service territory. The extension will be made only after receipt of a contribution from the contributor to cover the cost of the main extension. In determining the length and necessity for any extension, the terminal point of such extension shall be at the point in the curblines which is equally distant from the side property lines of the last lot from which utility service is requested, except under circumstances where, in the Company's opinion, such extension would provide more adequate and reliable service. Any main extension shall require an agreement entitled "Nonrefundable Contribution Agreement" to be signed by the Company and the person with the following terms:

A. Contributor agrees to prepare and submit to Company engineering plans for a proposed main extension that meets the Company's engineering specifications, or including associated facilities that may be required in order to provide service.

B. The Company contracts and agrees to lay the main(s) (and other facilities, if any) for contributor as shown in contributor's engineering plans.

ISSUED: February 11, 1992

EFFECTIVE: July 1, 1992

REGAL OAKS, INC.

Tariff Sewer-Pa. P.U.C. No.1
Original Page No. 9

C. It is expressly understood and agreed that if the Company is delayed or prevented from installing the facilities set forth in contributor's engineering plans because of its inability to secure pipe or other construction materials, or for any other causes beyond its control, such reasons for non-performance shall be excused. If such non-performance shall extend for a period of one (1) year the time to complete the construction the Nonrefundable Contribution Agreement shall provide contributor the right to cancel and terminate the agreement on thirty (30) days' written notice to Company. If contributor elects to terminate the Nonrefundable Contribution Agreement, the Company shall refund all money not expended, less a sum for any work or payments required to be made prior to the notice of termination. Contributor's right to cancel and terminate shall not be invoked if the Company has received the construction materials and the contributor has made the deposit as hereinafter required, in which event the Company shall have the obligation to prosecute the work diligently to its completion.

D. The contributor hereby agrees to deposit with the Company an amount in cash or line of credit equal to the estimated cost of the extension, which shall be defined as the Company's estimated cost to purchase and install facilities set forth in the contributor's engineering plans divided by the Income Tax Expansion factor, defined as:

a fraction expressed as a decimal and shall be equal to the value calculated by solving the following equation.

$$X=1- [\text{PTR} + (1.00 - \text{PTR}) \text{FTR}]$$

Where "PTR" is the sum of Pennsylvania Corporate Income Tax Rate and Local Income Tax Rate expressed as a decimal, in effect for the taxable year during which the aforesaid cash payment would be included in Company's Pennsylvania and local taxable income. And, where "FTR" is the Federal Individual Income Tax Rate expressed as a decimal, in effect for the taxable year during which the aforesaid cash payment would be included in Company's federal taxable income.

E. The Company shall own the facilities installed by the Company pursuant to contributor's engineering plans.

F. The main extension agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

ISSUED: February 11, 1992

EFFECTIVE: July 1, 1992

REGAL OAKS, INC.

Tariff Sewer-Pa. P.U.C. No.1
Original Page No. 10

G. At any time when the Company determines that the Contributor's payment of the estimated cost of the main extension is insufficient to pay for the actual cost of the main extension, then contributor shall be required to provide the Company an additional payment equal to the estimated cost, however, Contributor shall not pay for more than the actual cost of the facilities installed including the Income Tax Extension Factor.

ISSUED: February 11, 1992

EFFECTIVE: July 1, 1992

4. CUSTOMER'S DEPOSIT

4.1 Company's Right to Require Deposit: The Company, pursuant to Section 56.41, may require an applicant or customer to post a cash deposit equal to the estimated bill for a period of four months under the following circumstances: (a) for an existing customer who has been delinquent in payment of any two consecutive bills or three or more bills within the proceeding twelve months or (b) an applicant unable to satisfy the credit requirements for new service. The Company shall first provide a customer written notice of its intent to require a cash deposit if current and future bills are delinquent, and shall provide a notice that a deposit is required if payments remain delinquent after the first notice.

4.2 Company's Duty to Maintain Deposits: A deposit received by the Company shall be maintained in accordance with Chapter 56, Title 52, of the Pa. Code. The due date for payment of a deposit (other than a deposit required for reconnection) may not be less than 21 days from the date of mailing or service of notification of the amount due. A customer may elect to pay a required deposit in three installments, with 50% payable upon Company's notification that a deposit is required, 25% payable thirty days after Company's notice and the 25% payable sixty days after Company's notice. Interest at the rate authorized by the Commission regulation at 52 Pa. Code Section 56.57, shall be paid annually to the customer, or, at the option of either the Company or the customer, shall be applied to reduce bills for sewer service in lieu of a cash refund.

4.3 Company's Duty to Refund Deposit: The Company will refund to customer the deposit received from customer, plus interest upon a) customer's notice to discontinue service and after payment in full has been made for all service rendered, b) the customer's timely payment of undisputed bills for service in ten months out of the past twelve consecutive months, and is not currently delinquent.

REGAL OAKS, INC.

Tariff Sewer Pa. P.U.C. No.1
Original Page No. 12

5. SERVICE CONNECTIONS

5.1 Company Shall Establish All Connections To Its Lines: The Company shall make all connections to its mains and will furnish, install and maintain all service lines from the main to customer's property line, which shall be the property of the Company and be accessible to and under its control at all times.

5.2 Company Shall Inspect All Installations of Customer's Service Line: All customer service lines from the curb to the real property shall be of pipe approved by the Company, and kept in good repair at the expense of the customer. The Company shall be notified of the installation of the customer's service line and shall require an inspection of the installation prior to its enclosure at a fee of \$25.00 per visit that shall be paid at time of customer's request for usage service. Customer's service lines shall be kept in good repair at the customer's expense and be subject to inspection at any reasonable time by the Company, or its representatives, and the customer shall grant the Company entry into and through the premises of the customer for purposes of inspecting the customer's service line.

5.3 Location: Customer service lines shall be laid consistent with sound engineering practices and in conformance with all governmental regulations and ordinances. Each property served shall be individually supplied through a separate service pipe from the sewer main, unless the Company approves some other arrangement because of special circumstances.

5.4 Customer's Duty to Maintain Customer's Service Line: All leaks in customer's service lines from the curb to, and in and upon, the customer's premises shall be promptly repaired. Upon customer's failure to make such repairs within a reasonable time, the Company may disconnect sewer service to the property to prevent a public health hazard. The Company shall in no event be responsible for maintenance of, or for damage done by sewage escaping from, the service pipe; and the customer shall, at all times, comply with regulations and shall make any changes thereon required on account of change of grade, relocation of mains, or otherwise.

ISSUED: February 11, 1992

EFFECTIVE: July 1, 1992

REGAL OAKS, INC.

Tariff Sewer-Pa. P.U.C. No.1
Original Page No. 13

6. BILLING AND PAYMENT

6.1 Time of Rendering Bills: Bills for service shall be prepared and sent by the Company each month for service in the past billing period.

6.2 Due Date: The due date for payment of bills shall be twenty (20) days from the date the bill is mailed, except that in the case of the United States Government, the Commonwealth of Pennsylvania, or the local municipalities or any department or institution thereof, the due date shall be thirty days from the date the bill is mailed. Payments mailed as evidenced by the United States Post Office mark, on or previous to the end of the twenty-day or thirty-day period, will be deemed to be payment within such period.

6.3 Late Payment Charges: A late payment charge shall be assessed as provided by Rule 13 and shall be calculated on the overdue portion of the Customer's delinquent bill. Late payment charges shall be imposed when payments for service are received in person at the Company office or at the office of an authorized collection agent after the due date. Such penalties will be calculated each billing period thereafter only on the overdue portions of the bills.

6.4 Customer Responsible for Billings: The customer served by the Company shall be responsible to the Company for payment for service furnished to the property irrespective of any agreement between the customer and a third party, and the bill shall in all cases be rendered to the customer unless the Company is notified by said customer to render the bill to some other party acting in a formal capacity as an agent of the customer, in which case the customer shall nevertheless remain liable for the payment of all water bills.

6.5 Failure to Receive Bill: Failure to receive a bill will not exempt the customer from the terms of payment, or constitute a waiver of these Rules. Customer shall be responsible to notify the Company within fifteen (15) days of the end of any billing period if no bill has been received and the Company shall send a new bill to the customer upon such notice.

ISSUED: February 11, 1992

EFFECTIVE: July 1, 1992

REGAL OAKS, INC.

Tariff Sewer-Pa. P.U.C. No.1
Original Page No. 14**7. DISCONTINUANCE OF RESIDENTIAL SERVICE, TERMINATION PROCEDURES**

7.1 Grounds for Discontinuing Service: The Company has the right to terminate service for any of the following reasons:

- a) nonpayment of an undisputed account.
- b) failure to post a cash deposit.
- c) unreasonable refusal to permit access to meters, service connections and other property of the utility for the purpose of maintenance, repair or meter reading.
- d) unauthorized use of the utility service.
- e) failure to comply with a material term of a settlement, payment agreement, or tariff provision
- f) fraud or misrepresentation of identity for the purpose of obtaining utility service.

7.2 Written Notice of Termination: The Company shall mail or deliver written notice to the customer at least ten (10) days prior to the date of the proposed termination date. No notice of termination shall be based on a bill that the customer has disputed orally or in writing unless the dispute has been resolved.

7.3 Termination Dates: The termination date in the Company's notice shall not be a Friday, Saturday, Sunday, bank holiday and immediately preceding day, holiday observed by the Company or immediately proceeding day, or holiday observed by the Commission or immediately preceding day.

7.4 Personal Notice of Termination: The Company shall after the written notice personally contact the customer or a responsible adult occupant at least three (3) days prior to termination. If personal contact is made, then the Company shall explain to the customer the following: a) the reasons for the proposed termination, b) methods to avoid termination, including payment in full or scheduling payments as a settlement, c) the customer's right to file a dispute with the Company and an informal complaint with the Commission, and the dispute procedures, d) the duty of the customer to pay the portion of the bill not disputed, and e) the emergency medical procedures.

If no personal contact is made after an attempt, the Company shall follow the procedures set forth at 52 Pa. Code Section 56.91-100.

ISSUED: February 11, 1992

EFFECTIVE: July 1, 1992

REGAL OAKS, INC.

Tariff Sewer-Pa. P.U.C. No. 1
Original Page No. 15

7.5 Termination Procedures for Tenant Occupied Structure: The Company shall employ the procedures set forth at Sections 56.121-126 of the Commission's regulations to terminate residential service at a structure occupied by tenants.

7.6 Dispute Procedure: The Company shall consider a dispute any communication from the customer that disputes a determination that a deposit is required, the accuracy of the bill, or the identity of the customer. Upon receipt of a customer dispute, the Company shall investigate the matter and make a diligent attempt to negotiate a reasonable payment agreement or explain the basis for the bill, and send to the customer a written report that describes the dispute, states the Company's position, indicates that service will not be terminated pending completion of the dispute process, informs the customer that an informal complaint must be filed within (10) days of the mailing date of the report in order to preserve all rights, and explains the complaint process.

7.7 Emergency or Scheduled Interruption: The Company may temporarily interrupt service; discontinue service without prior written notice; or terminate service within the purview of Subchapter D and E, Chapter 56, Title 52. Only the Company, through its proper agents, has the authority to disconnect sewer service. As necessity may arise in the case of a line break, emergency or other unavoidable cause, the Company shall have the right to temporarily terminate service in order to make necessary repairs, connections, etc.; but the Company will use all reasonable and practicable measures to notify the customer in advance of such discontinuance of service. In such case the Company shall not be liable for any damage or inconvenience suffered by the customer, nor in any case for any claim against it at any time for interruption in service.

ISSUED: February 11, 1992

EFFECTIVE: July 1, 1992

8. PROHIBITED DISCHARGES

8.1 Prohibited Discharges: No customer shall discharge or cause to be discharged any of the following described wastes or waters into the sewer system:

- (a) Roof drainage, surface water, or drainage from any cesspool or underground drainage field;
- (b) Any exhaust steam, gasoline, benzine, naphtha, oils, tar, grease or other combustible gases or liquids or any garbage, offal or other solid viscous substances which are capable of causing obstructions to the flow in any sewer or which would adversely effect the proper operation of the sewer system or the processes of the company's sewage treatment plan;
- (c) Any industrial wastes unless prior application has been made to and approved by the company;
- (d) Any sudden emptying of a tank, reservoir, swimming pool (in less than 72 hours) or other container or any other discharge in such quantity that may tax the capacity or otherwise adversely effect the operation of the company's sewage system or treatment plan; or;
- (e) Any sanitary sewage or other wastes which have undesirable ranges or color, pH or biochemical oxygen demand, or containing any toxic substances in quantities sufficient to constitute a hazard to human or animals or to interfere with the processes of the sewage treatment plan or which will pass through such plant in a condition which will exceed state, federal or other requirements for the receiving stream.

8.2 Damages: If a customer discharges any prohibited discharges so that the operation of treatment system is destroyed or impaired, then the Company may impose consequential reasonable charges, included the recovery of any fines or assessments imposed upon a finding of a violation of the Clean Water Act or Clean Stream Act, associated with the restoration of the system to its condition prior to the unlawful discharge.

8. PROHIBITED DISCHARGES

8.1 Prohibited Discharges: No customer shall discharge or cause to be discharged any of the following described wastes or waters into the sewer system:

- (a) Roof drainage, surface water, or drainage from any cesspool or underground drainage field;
- (b) Any exhaust steam, gasoline, benzine, naphtha, oils, tar, grease or other combustible gases or liquids or any garbage, offal or other solid viscous substances which are capable of causing obstructions to the flow in any sewer or which would adversely effect the proper operation of the sewer system or the processes of the company's sewage treatment plan;
- (c) Any industrial wastes unless prior application has been made to and approved by the company;
- (d) Any sudden emptying of a tank, reservoir, swimming pool (in less than 72 hours) or other container or any other discharge in such quantity that may tax the capacity or otherwise adversely effect the operation of the company's sewage system or treatment plan; or;
- (e) Any sanitary sewage or other wastes which have undesirable ranges or color, pH or biochemical oxygen demand, or containing any toxic substances in quantities sufficient to constitute a hazard to human or animals or to interfere with the processes of the sewage treatment plan or which will pass through such plant in a condition which will exceed state, federal or other requirements for the receiving stream.

8.2 Damages: If a customer discharges any prohibited discharges so that the operation of treatment system is destroyed or impaired, then the Company may impose consequential reasonable charges, included the recovery of any fines or assessments imposed upon a finding of a violation of the Clean Water Act or Clean Stream Act, associated with the restoration of the system to its condition prior to the unlawful discharge.

REGAL OAKS, INC.

Tariff Sewer-Pa. P.U.C. No.1
Original Page No. 17

9. GENERAL LIABILITY FOR DAMAGES

9.1 The Company will undertake to use reasonable care and diligence in order to prevent and avoid disruptions in service, but it cannot and does not guarantee that such will not occur. In the event that such disruption does occur, damages are limited to the prorated rate charge associated with the disruption.

9.2 The Company shall in no event be liable for any loss or damage caused by reason of any break, leak, or other defect in customer's own service, line, fixtures, or other installations.

9.3 The Company shall not be required to assume ownership, control, or maintenance responsibility for any mains or other pipes which were not installed by it, inspected by it, or which are not built to the Company's specifications.

ISSUED: February 11, 1992

EFFECTIVE: July 1, 1992

REGAL OAKS, INC.

Tariff Sewer-Pa. P.U.C. No.1
Original Page No. 18

10. SCHEDULE OF RATES FOR SERVICE

Residential Charge of \$35.00 per calendar month shall be billed in arrears to each residential customer with a service line connected to the Company's system who uses the service.

Late Payment Charge shall be charged to each customer who fails to pay the Company's bill in a timely manner as provided by this tariff. A late payment charge of 1.5% per month of the overdue amount shall be assessed in the Company's subsequent bill.

Billing periods shall be based on a calendar month, but the Company reserves the right to bill quarterly.

ISSUED: February 11, 1992

EFFECTIVE: July 1, 1992

TO THE LAW, THAT THEY ACKNOWLEDGE THE SAME BE RECORDED ACCORDING
WITNESS MY HAND AND NOTORIAL SEAL _____ DAY AND THE MONTH _____ A.D. 19____
AFORESAID.

NOTARY PUBLIC
MY COMMISSION EXPIRES _____, 19____

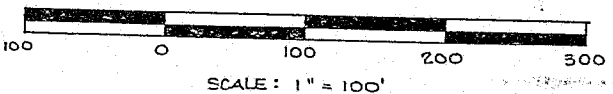
RECORDED THIS _____ DAY OF _____, 197____, IN THE OFFICE FOR RECORDING OF
DEEDS, IN AND FOR THE COUNTY OF MONTGOMERY, AT NORRISTOWN, PENNA.
IN PLAN BOOK _____ PAGE _____.

RECORDER
UPPER POTTS GROVE PLANNING COMMISSION
APPROVED THIS _____ DAY OF _____, 197____ BY THE PLANNING COMMISSION FOR
THE TOWNSHIP OF UPPER POTTS GROVE,
ATTEST

UPPER POTTS GROVE BOARD OF COMMISSIONERS
APPROVED THIS _____ DAY OF _____, 197____ BY THE BOARD OF COMMISSIONERS
FOR THE TOWNSHIP OF UPPER POTTS GROVE, MONTGOMERY COUNTY, PENNA.
ATTEST

I HEREBY CERTIFY THAT THIS PLAN REPRESENTS A SURVEY MADE BY ME, THAT THE
MONUMENTS SHOWN HEREON EXIST OR SHALL BE PLACED OR LOCATED AND THAT
ALL DIMENSIONAL AND GEODESIC DETAILS ARE CORRECT.

John J. Serdy
REGISTERED ENGINEER
6-23-76
DATE



REVISIONS 1	DATE 4-10-78	GENERAL REVISIONS	B.G.
		SERDY, BURSICH & HUTH DOWNINGTOWN, PA. POTTSTOWN, PA.	
		SUBDIVISION & IMPROVEMENT PLAN BIRCHWOOD TERRACE HOMES	
		UPPER POTTS GROVE TOWNSHIP, MONTGOMERY CO.	
		DATE: JANUARY 11, 1978	021-E-0308
		SCALE: 1" = 100'	
		DRAWN BY: GIBSON	

John J. Serdy

OVERSIZE DOCUMENT(S) A-230023
11 AS Built Plans

NOTE: ABOVE DETAILS PREPARED BY:
DITCHLAND INC WASTEWATER SYSTEMS
160 RT. 41 PO. BOX 549 GAP, PA. 17527

SUBJECT

AS BUILT PLAN: SEWAGE TREATMENT PLANT
DER PERMIT NO. 4680443

REGAL OAKS

FORMERLY BIRCHWOOD TERRACE HOMES

UPPER POTTSBORO TWP • MONTGOMERY COUNTY • PENNSYLVANIA

ASSOCIATION

JOB NO. 05122

SHEET NO.

OVERSIZE

A-230023 -
Map

DOCUMENT(S)

ORIGINAL

Amended Appendix A-20-b

LAW OFFICES OF

WISLER, PEARLSTINE, TALONE, CRAIG, GARRITY & POTASH

OFFICE COURT AT WALTON POINT

484 NORRISTOWN ROAD

BLUE BELL, PA. 19422

(215) 825-8400

PAUL P. WISLER
1930-1981

OF COUNSEL
RAYMOND PEARLSTINE
LEONARD A. TALONE

CASSIN W. CRAIG
THOMAS M. GARRITY
CHARLES POTASH
DAVID M. JORDAN
ANDREW B. CANTOR
MICHAEL J. O'DONOGHUE
MICHAEL J. CLEMENT
WILLIAM L. LANDSBURG
JAMES J. GARRITY
GEOFFREY L. BEAUCHAMP
BARBARA R. WATKINS
KENNETH A. ROOS
JOSEPH M. BAGLEY
JOHN K. BAKER
ROBERTA L. BINDER

February 10, 1992

FAX-215-828-4887

Pennsylvania Utility Commission
North Office Building
P.O. Box 3265
Harrisburg, PA 17105

RECEIVED
FEB 11 1992
SEC
Public Utility Commission

A-230023

RE: Application - Regals Oaks, Inc.

Gentlemen:

Enclosed please find the original and two copies of the Application of Regal Oaks, Inc. to operate a sewage treatment plant in Montgomery County, Pennsylvania.

Regals Oaks, Inc. is a small business entity and we are filing all necessary documents at once in order to minimize the costs of our client and also to show the Commission our client's commitment to satisfy all the Commission's concerns in a timely fashion.

Please contact the undersigned with any questions you may have or any items that you may still need. Thank you for your consideration.

Very truly yours,

Barbara R. Watkins

BARBARA R. WATKINS

BRW/hvf
Enclosure

cc: Mr. Ronald Isenhardt
Mr. Dennis M. Kalbarczyk

RECEIVED
FEB 21 1992

DOCUMENT
FOLDER

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17105-3265

DOCUMENT
FOLDER

Application of Regal Oaks, Inc.
for approval of the right to begin to
offer, render, furnish or supply sewage
service to the public in Regal Oaks
Subdivision, Upper Pottsgrove Township,
Montgomery County

A-230023

DOCKETED

APR 01 1993

O R D E R

In accordance with the provisions of Act 294 of 1978 (66 Pa. C.S. §332(h)), the decision of Administrative Law Judge Herbert Smolen dated January 6, 1993, has become final without further Commission action; THEREFORE,

IT IS ORDERED:

1. That the Application of Regal Oaks, Inc., as amended, be and is hereby approved and that a Certificate of Public Convenience be issued to Applicant evidencing the Commission's approval of Applicant's right and privilege to begin

To offer, render, furnish and supply sewage service to the public in the Regal Oaks Subdivision situate in Upper Pottsgrove Township, Montgomery County, Pennsylvania,

subject however to compliance with the following terms and conditions:

(a) That within sixty (60) days of the date of the entry of the Commission Order in this proceeding, Applicant shall file with the Commission the following:

- (i) Proof of the conveyance by The Quick Group to Applicant of the sewage treatment facilities and the land on which said facilities are located; and

- (ii) Affidavit by Applicant and The Quick Group that the Affiliated Interest Agreement dated the 7th day of February, 1992 and attached as Exhibit F to the Stipulation appended to the Initial Decision as Appendix A, continues in full force and effect for a period of at least from February 7, 1993 to February 6, 1994; and
- (iii) True and correct copies of Commonwealth of Pennsylvania Department of Environmental Resources Certificates Numbers S0798 and T0304 for Ronald Kratz and Harold Leatherman, respectively, in full force and effect; and
- (iv) True and correct copies of National Pollutant Discharge Eliminating System Sewage Permit No. PA 0050342, and Pennsylvania Department of Environmental Resources Sewage Permit No. 4680443; both in full force and effect; and
- (v) True and correct copies of the Agreement between Upper Pottsgrove Township and David A. Swinehart dated April 29, 1978, Agreement between said parties dated August 27, 1979; and the Addendum to Development Agreement between Upper Pottsgrove Township, Hill Financial Savings Association and The Quick Group dated July 28, 1986; all of which are referred to in Paragraph 6 of the Stipulation appended to the Initial Decision as Appendix A.

2. That Applicant, Regal Oaks, Inc., shall not offer, render, furnish or supply sewage service to the public until it shall have complied with the requirements of the Pennsylvania Public Utility Commission and the Commission's Rules and Regulations relative to the filing and acceptance of a tariff establishing just and reasonable rates.

3. That upon compliance with all of the requirements, conditions and provisions of this Order, the service territory of Applicant shall be as set forth in Appendix "C" attached to the Initial Decision, and as generally depicted in Exhibit A of Appendix "B" attached to the Initial Decision.

4. That in the event Applicant has not, on or before sixty (60) days from the date of the entry of the Commission Order in this proceeding, complied with the requirements, conditions and provisions of this Order, the Application shall be dismissed without further proceedings.

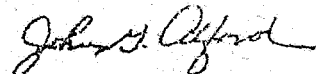
5. That Applicant shall comply with all of the provisions of the Public Utility Code as now existing and as may be hereafter amended and/or adopted, and with all applicable Rules and Regulations of this Commission now in effect, and as may hereafter be adopted and/or prescribed by the Commission. Failure to comply shall be sufficient cause to suspend, revoke and/or rescind the rights and privileges conferred by the Certificate.

6. That Applicant shall not transfer, sell, or in any way convey any of its outstanding capital stock to any individual, partnership, corporation or any entity without the prior filing of an Application and approval thereof by this Commission.

7. That Applicant shall not transfer and/or dedicate the sewage treatment plan and/or sanitary sewer lines to any individual, partnership, corporation or entity, or abandon or surrender service without the prior approval of this Commission.

8. That approval of the Application is not to be understood as committing this Commission, in any proceedings that may be brought before it for any purpose, to fix a valuation on the plant, equipment and land to be acquired by Applicant from The Quick Group equal to the consideration to be paid and/or ascribed therefor or equal to any value that may be placed thereon by Applicant, or to approve or prescribe rates sufficient to yield a return thereon.

BY THE COMMISSION,



John G. Alford
Secretary

(SEAL)

ORDER ENTERED: March 3, 1993



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

IN REPLY PLEASE
REFER TO OUR FILE

July 12, 2007

A-230023 F2000

UPPER POTTSBROVE TOWNSHIP
1420 HEATHER PLACE
POTTSTOWN PA 19464

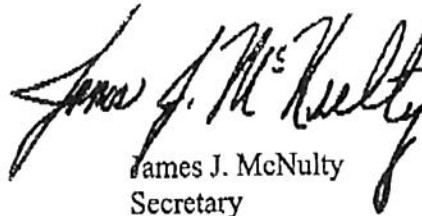
Nunc pro tunc application of Regal Oaks, Inc. for approval of the transfer and abandonment of all wastewater facilities and services to customers in Upper Pottsgrove Township, Montgomery County, Commonwealth of Pennsylvania.

To Whom It May Concern:

This is to advise you that the Commission in Public Meeting on July 11, 2007 adopted an Order in the above entitled proceeding.

An Order has been enclosed for your records.

Very truly yours,



James J. McNulty
Secretary

Encls
Cert. Mail
MH

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17105-3265**

Public Meeting held July 11, 2007

Commissioners Present:

Wendell F. Holland, Chairman
James H. Cawley, Vice Chairman
Terrance J. Fitzpatrick
Tyrone J. Christy
Kim Pizzingrilli

Nunc pro tunc application of Regal Oaks, Inc.,
for approval of the transfer and abandonment of
all wastewater facilities and service to customers
in Upper Pottsgrove Township, Montgomery
County, PA.

A-230023F2000

ORDER

BY THE COMMISSION:

By the application filed on March 30, 2007, Regal Oaks, Inc., (Applicant or Regal Oaks), 42 South Main Street, Suite E, Coopersburg, Pennsylvania, 18036, seeks a certificate of public convenience pursuant to section 1102 (a)(2) of the Public Utility Code, 66 Pa. C.S. § 1102 (a)(2), evidencing Commission approval of the transfer and abandonment of all wastewater facilities and service to customers in Upper Pottsgrove Township, Montgomery County.

Proofs of service and publication to appropriate entities were submitted.
No protests were filed and no hearings were held.

The Applicant is a Pennsylvania business corporation established on July 19, 1990. On March 3, 1993, the Commission issued a certificate of public convenience to Regal Oaks to provide wastewater collection and treatment service in the Regal Oaks subdivision in Upper Pottsgrove Township (Township), Montgomery County. Collection and treatment service was provided to 73 customers.

In 1993, during the review of its initial application, Regal Oaks indicated its willingness to eventually dedicate the sewage treatment plant and/or all sanitary sewer lines to the Township, at the Township's request and at no cost to the Township. The National Pollutant Discharge Eliminating System (NPDES) Permit was issued by the Department of Environmental Protection (DEP) with a requirement that Regal Oaks' sewage treatment plant be abandoned when municipal wastewater service became available. Regal Oaks did not seek any rate increases or rate relief for future capital improvements allegedly because the 1993 Act 537 - Official Plan Revision for Upper Pottsgrove Township indicated that Regal Oaks' wastewater treatment plant was to be abandoned when the wastewater flows could be diverted into a Township interceptor for treatment elsewhere.

In 2001 and again in 2003, Regal Oaks performed limited televised inspections on portions of its collection system to locate sources of developing infiltration and inflow (I&I) into the system. Regal Oaks indicated that its operating revenues were not sufficient to have a thorough engineering study/design performed and additional funding was requested from Pennvest for that purpose. Pennvest did not provide any funding and Regal Oaks was allegedly of the opinion that a rate increase sizeable enough to pay the cost would not likely be approved by the Commission. Regal Oaks indicated, in the instant application, that it had been operating at a loss for many years.

On March 21, 2006, DEP conducted a stream survey on Sprogel's Run (the stream into which Regal Oaks' wastewater plant discharges), and documented negative impacts to the stream from the treatment plant. At that point, Regal Oaks informed DEP that it did not have the financial resources to address the ongoing problems with the treatment plant and the collection system and DEP, in turn, met with officials of the Township regarding the situation. In a follow-up letter to the Township dated September 8, 2006, DEP indicated that it had performed a financial review of Regal Oaks and determined that it did not have the financial capability to undertake the necessary modifications to the treatment plant and eliminate the I&I problems in the collection system. The letter went on to indicate that per DEP's regulations and the PA Sewage Facilities Act, that when such situations arise it becomes the responsibility of the municipality to make sure that adequate sewage facilities are provided within the municipality's boundaries. The Township was requested to provide a plan and schedule of the actions it would take to remedy the situation.

In the same letter, DEP also informed the Township that Regal Oaks had submitted a renewal Application for the NPDES permit, but DEP indicated it would not reissue the permit to Regal Oaks in light of the circumstances. DEP further indicated that since the Township was obligated to take over the operation of the wastewater treatment plant and collection system, it only made sense for the Township to become the permittee. The Township responded by submitting a request to transfer the existing NPDES permit from the Regal Oaks organization to the Township, which DEP approved by letter on March 27, 2007. Also on March 27, 2007, a bill of sale was executed by Regal Oaks and the Township, whereby the assets of the Applicant were transferred to the Township for the price of \$1. The Township has not constructed the planned interceptor but is currently operating the Regal Oaks wastewater system.

Upper Pottsgrove Township, with a business address of 1409 Farmington Avenue, Pottstown, PA 19464, currently provides wastewater service to approximately 1,100 customers in addition to the Regal Oaks customers. The Township's residential service rate is \$35 per month, which is the same as the rate that had been charged by Regal Oaks to its customers.

DEP has indicated that a proposed consent order and agreement, drafted in order to memorialize the actions needed to remediate the Regal Oaks collection system problems and the hydraulic and organic treatment problems, has been sent to the Township. DEP also indicated that it would prefer the ultimate abandonment of the Regal Oaks treatment plant and connection of the Regal Oaks collection system to a Borough interceptor for treatment of the wastewater at the Pottstown Borough treatment plant. However, DEP indicated that it supports the current application for Commission approval of the transfer of assets and operational responsibility of the Regal Oaks system to Upper Pottsgrove Township.

The Applicant is current on the payment of assessments and the submission of its annual reports, and there are no outstanding fines.

Upon full consideration of all matters of record, we find that approval of this Application is necessary and proper for the service, accommodation, and convenience of the public; **THEREFORE,**

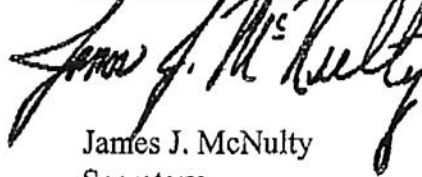
IT IS ORDERED:

1. That the application of Regal Oaks, Inc., is hereby approved and that a certificate of public convenience be issued pursuant to Section 1102(a)(2) of the Public Utility Code, 66 Pa. C.S. § 1102(a)(2), evidencing Commission approval of the transfer of assets to Upper Pottsgrove Township and for Regal Oaks, Inc., to abandon all wastewater service to the public within a portion of Upper Pottsgrove Township, Montgomery County.

2. That a copy of this Order be served upon Regal Oaks, Inc., Upper Pottsgrove Township, the Office of Trial Staff, the Office of Consumer Advocate, the Department of Revenue - Bureau of Corporate Taxes, and the Department of Environmental Protection – Southeast Regional Office and its Bureau of Regulatory Counsel.

3. That the folder docketed at A-230023F2000 be marked closed by the Secretary of the Commission and Regal Oaks, Inc., be deleted from the active list of wastewater companies of the Commission Secretary's Bureau and the Bureau of Administrative Services.

BY THE COMMISSION,



James J. McNulty
Secretary

(SEAL)

ORDER ADOPTED: July 11, 2007

ORDER ENTERED: JUL 12 2007