PENNSYLVANIA AMERICAN WATER

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VIA eFiling

September 22, 2021

Rosemary Chiavetta, Secretary
Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
Commonwealth Keystone Building, 2nd Floor
400 North Street
Harrisburg, PA 17120

Re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of (1) the transfer, by sale, of substantially all of the Township of Foster's assets, properties and rights related to its wastewater collection and conveyance system (known as the "West End System") to Pennsylvania-American Water Company, and (2) the right of Pennsylvania-American Water Company to begin to offer or furnish wastewater service to the public in portions of Foster Township, Pennsylvania, and to two bulk service interconnection points located within Foster Township, Luzerne County, Pennsylvania.

Docket No.: A-2021-_____

Filing by Pennsylvania-American Water Company under Section 507 of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 507, of (i) the Assets Purchase Agreement By and Among the Township of Foster, and Pennsylvania-American Water Company, and (ii) Four agreements and their respective modifying agreements with municipal corporations to be assumed by Pennsylvania-American Water Company upon closing of its acquisition of substantially all the assets related to the wastewater collection and conveyance system owned by the Township of Foster.

Docket No.: U-2021-_____, *et al.*

Dear Secretary Chiavetta:

On behalf of Pennsylvania-American Water Company, I am eFiling the above-referenced Application, together with payment in the amount of $350.00 for the Commission's filing fee.

A Certificate of Service is also attached.

If you have any questions, please contact me.

Sincerely,

Susan Simms Marsh

Susan Simms Marsh

Attachments

cc: Certificate of Service

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of (1) the transfer, by sale, of substantially all of the Township of Foster's assets, properties and rights related to its wastewater collection and conveyance system (known as the "West End System") to Pennsylvania-American Water Company, and (2) the right of Pennsylvania-American Water Company to begin to offer or furnish wastewater service to the public in portions of Foster Township, Pennsylvania, and to two bulk service interconnection points located within Foster Township, Luzerne County, Pennsylvania.	:	Docket No. A-2021-_____
In re: Filing by Pennsylvania-American Water Company under Section 507 of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 507, of (i) the Assets Purchase Agreement By and Among the Township of Foster, and Pennsylvania-American Water Company, and (ii) Four agreements and their respective modifying agreements with municipal corporations to be assumed by Pennsylvania-American Water Company upon closing of its acquisition of substantially all the assets related to the wastewater collection and conveyance system owned by the Township of Foster.	:	Docket Nos. U-2021-_____, *et al*.

TO THE HONORABLE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

1. Pennsylvania-American Water Company ("Pennsylvania-American") hereby respectfully requests that the Pennsylvania Public Utility Commission ("Commission") issue such Orders, Certificates of Public Convenience and other such relief as necessary to evidence its approval under Section 1102(a) of the Pennsylvania Public Utility Code ("Code"), 66 Pa. C.S. § 1102(a), of (1) the transfer, by sale, of substantially all of the assets, properties and rights of the Township of

Foster ("Foster"), owned and used in connection with the wastewater collection and conveyance system, known as the West End System ("West End System") to Pennsylvania-American, and (2) Pennsylvania-American's right to offer, render, furnish and supply wastewater service in the areas served by Foster's West End System, and two bulk service interconnection points located within Foster serving the Butler and Upper Lehigh Sections of Butler Township, Luzerne County, Pennsylvania

2. Pennsylvania-American further requests, pursuant to Code Section 507, 66 Pa. C.S. § 507, the issuance of Certificates of Filing for approvals for the following agreements between Pennsylvania-American and a municipal corporation:

a. Assets Purchase Agreement By and Between the Township of Foster, as Seller, and Pennsylvania-American Water Company, as Buyer, Dated as of May 12, 2021 (attached hereto as **Appendix "A"**) (the "APA");

b. Agreement By and Among Foster Township, the Borough of Freeland Municipal Authority and Freeland Borough Dated as of December 8, 1999, amended January 14, 2010 (attached hereto as **Appendix "B"**);

c. Agreement By and Among Foster Township, the Borough of Freeland Municipal Authority, Freeland Borough and Butler Township as of March 23, 2005, amended March 19, May 11 and December 14, 2009[1] (attached hereto as **Appendix "C"**);

d. Agreement By and Among Foster Township, the Borough of Freeland Municipal Authority, Freeland Borough and Butler Township as of March 19, 2009 (attached hereto as **Appendix "D"**);

[1] Pennsylvania-American has requested fully executed copies of the Modifying Contracts dated May 11 and December 14, 2009.

e. Agreement By and Between Foster Township and the Borough of Freeland Municipal Authority as of July 18, 2012 (attached hereto as **Appendix "E"**).

3. Pennsylvania-American further requests approval to make effective upon closing the *pro forma* tariff supplement attached hereto as **Appendix "F"**.

4. The name and address of the Applicant is:

Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055

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

Susan Simms Marsh, Esquire
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
Telephone: (717) 550-1570
E-Mail: susan.marsh@amwater.com

5. Pennsylvania-American is a regulated public utility corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, and is engaged in the business of collecting, treating, storing, supplying, distributing, and selling water to the public, and collecting, treating, transporting and disposing of wastewater and sewage for the public. Water and wastewater service is furnished by Pennsylvania-American to the public in a service territory encompassing more than 409 communities across the Commonwealth with a combined population of approximately 2,400,000. A description of Pennsylvania-American's existing certificated water and wastewater service territory is found in **Appendix "G"**, attached hereto, along with a detailed corporate history, outlining all of the mergers, acquisitions and consolidations,which have created Pennsylvania-American as it exists on the date of this Application.

6. Foster is a township of the second class organized and existing under the laws of the Commonwealth of Pennsylvania. Foster owns, maintains, and operates the West End System that serves approximately 512 residential, 30 commercial, 1 industrial, and 1 municipal customers, in the Villages of Highland, Youngstown, and Upper Lehigh, and designated areas known as Woodside and Sub-Area 5, Luzerne County ("Service Area"). Treatment for the West End System is provided by the Borough of Freeland Municipal Authority (the "Freeland Authority").

7. As of May 31, 2021, Pennsylvania-American furnishes wastewater service to 79,028 residential, commercial, industrial, municipal, and bulk customers in Pennsylvania. The total number of customers by class are as follows:

Residential	73,081
Commercial	5,662
Industrial	54
Municipal	215
Misc., SFR / Bulk	16

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

Summary of Transaction

8. On May 12, 2021, Foster and Pennsylvania-American entered into an Assets Purchase Agreement (the "APA"), to sell all of the assets, properties and rights of Foster's West End System (other than the Excluded Assets as defined in Section 1.3 of the APA) to Pennsylvania-American (the "Transaction"). A copy of the APA is attached as **(Appendix "A")**.

Background Financial Information

9. There is attached hereto the balance sheet of Foster as of December 31, 2020 **(Appendix "H")**[2], which is the latest available, and Pennsylvania-American's audited balance sheet as of December 31, 2020 **(Appendix "I")**.

10. There is attached hereto the income statement of Foster for the 12 months ending December 31, 2020 **(Appendix "J")**[3] and Pennsylvania-American's audited income statement for the 12 months ending December 31, 2020 **(Appendix "K")**.

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

Terms and Impact of the Transaction

12. As noted above, this Application seeks, among other things, approval of the transfer to Pennsylvania-American of substantially all the wastewater assets, property and rights of Foster's West End System. The terms and conditions of the Transaction are contained in the executed APA between Pennsylvania-American and Foster at **Appendix "A"**. The specific properties, assets, and rights to be transferred to Pennsylvania-American are defined and described in Sections 1.1 of the APA.

13. The consideration for the transfer of the West End System is set forth in the APA's Section 1.4. The purchase price is $3,750,000.00. The Transaction is and was negotiated at arm's length.

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[2] Foster Township produces audited financial statements for the consolidated East and West End wastewater systems. Financial statements for the West End System are not available.

[3] Foster Township produces audited financial statements for the consolidated East and West End wastewater systems. Financial statements for the West End System are not available.

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

15. Attached hereto is an audited *pro forma* balance sheet of Pennsylvania-American as of December 31, 2020, giving effect to the transfer **(Appendix "L")**. Pennsylvania-American does intend to undertake an original cost study to determine the original cost and accumulated depreciation of Foster's West End System wastewater utility plant in service and does intend to claim an addition to rate base as a result of this Transaction.

16. Attached hereto is an audited *pro forma* consolidated income statement of Pennsylvania-American for the 12 months ending December 31, 2020, and Foster for the 12 months ending December 31, 2020 **(Appendix "M")**.

17. Tentative journal entries to record the transfer in Pennsylvania-American's accounts are set forth below, based upon the books of Foster and the purchase price.

Utility Plant (Net)	$3,750,000.00	
Short Term Debt		$3,750,000.00

18. There is attached a certified copy of the resolutions adopted by the Board of Directors of Pennsylvania-American authorizing the execution of the APA and the consummation of the proposed transfer **(Appendix "N")**. A copy of the minutes from the May 12, 2020, meeting of Foster's Board where it ratified the Board's execution of the APA is attached as **(Appendix "O")**.

Transaction's Effect on Service and Rates

19. The proposed transfer will have no detrimental effect on the service provided to Pennsylvania-American's existing customers or the customers transferred to Pennsylvania-American by Foster.

20. The Transaction will have a beneficial effect on the customers of Foster in that they will receive the benefit of Pennsylvania-American's experience in managing and operating water and wastewater systems which will result in efficiencies impacting rates in a beneficial way and improvements in the service to the customers to be transferred.

21. The Transaction will have a beneficial effect to Pennsylvania-American's existing customers because the acquisition will expand the customer base, over which existing costs and future are recovered and thereby, stabilizing or reducing per-customer costs over the long term.

22. The Transaction is in the public interest and satisfies the applicable standard of Section 1103 of the Code, 66 Pa. C.S. § 1103, for, among other, the following reasons:

a. Pennsylvania-American has the managerial, technical, and financial capabilities to safely and adequately operate Foster's West End System in compliance with the Code, the Clean Streams Law (35 Pa. C.S. §§ 691.1-691.801) and other requisite regulatory requirements, and to make improvements as needed, on a short- and long-term basis.

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

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

provided to Foster's customers and maintained for Pennsylvania-American's existing customers.

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

e. The integration, by acquisition, of Foster's West End System and Pennsylvania-American's existing operations creates opportunities for functional and operational consolidation, and associated efficiencies and cost savings. The wastewater assets will be operated and managed as a standalone system from Pennsylvania-American's Central Operations.

23. The Transaction will have no immediate effect on the rates for service to be charged to Pennsylvania-American's existing customers.

24. With regard to the customers to be transferred to Pennsylvania-American by Foster, there will be no immediate effect on the rates for wastewater service. Pennsylvania-American will adopt Foster's existing rates for wastewater service at the time of closing the Transaction. Foster's monthly rates are shown on Schedule 4.1(b) of the APA. Additionally, immediately following closing of the Transaction, the customers being transferred by Foster to Pennsylvania-American will be subject to Pennsylvania-American's prevailing wastewater tariff on file with, and approved by, the Commission with respect to all rates other than customer charge and consumption charge, including but not limited to service discontinuance and meter reconnection fees, return checks fees and the like, as well as non-rate related terms and conditions of service, including but not limited to, billing frequency, termination procedures and the like. Pennsylvania-American

respectfully requests approval from the Commission to make effective upon one day's notice within ten days following the date of closing of the Transaction the rates shown on the *pro forma* tariff supplement attached hereto as **(Appendix "F")**.

25. Pennsylvania-American will use either short-term debt or cash on hand to pay the purchase price of the assets.

26. Pennsylvania-American and Foster are not affiliated with each other.

27. Foster is not subject to any special or general assessments outstanding against it pursuant to Section 510 of the Code, 66 Pa. C.S. § 510.

B. THE RIGHTS OF PENNSYLVANIA-AMERICAN TO OFFER OR FURNISH WASTEWATER SERVICE TO THE PUBLIC IN PORTIONS OF FOSTER TOWNSHIP LUZERNE COUNTY, PENNSYLVANIA.

28. Pennsylvania-American is currently furnishing water and wastewater services in the service territory outlined in Paragraph 5 of this Application. Foster is currently furnishing wastewater service in a limited portion of the Township of Foster as explained in Paragraph 5 of this Application.

29. The area served by Foster's West End System is shown on the map attached hereto as **Appendix "P"**.

30. Letters addressed to the Township of Foster Planning Commission, Township of Butler Planning Commission and Luzerne County Planning Commission, marked **Appendix "Q"**, have been sent to verify that this Application complies with township/county comprehensive plans.

31. Pennsylvania-American's applied-for service territory is shown on the maps in **Appendix "R"** and further described in that appendix. The applied-for service area follows the Act 537 service area for Foster Township's West End wastewater system. The Act 537 Plan referenced in the APA Schedule 1.1 is attached hereto as **Appendix "S"**. When the Act 537 Plan is

updated to reflect change in ownership of the West End System, the Act 537 Plan Update, including the service area map, will be adopted by all effected municipalities and approved by DEP prior to closing.

32. Foster has an Industrial Pretreatment Program (IPP) that currently serves one industrial customer. The IPP is codified in the Township of Foster's Ordinance No. 2 of 2013 marked as **Appendix "T"**. Freeland Borough have likewise established an IPP and other rules controlling discharges to their sewer systems codified in Ordinance 4-1-1 of 2013 marked as **Appendix "U"**. The Borough of Freeland Municipal Authority (BFMA) administers the IPP program and prepares and directly invoices customers for IPP-related charges. After Closing, current administering of the IPP program will remain the same.

33. Water Quality Permit referenced in the APA Schedule 1.1 is attached hereto as **Appendix "V"**.

34. No corporation, partnership or individual other than the Township is now furnishing or has corporate or franchise rights to furnish similar to that to be rendered by Pennsylvania-American in the Service Area covered by this Application, and no competitive condition will be created. As part of this Application, Pennsylvania-American has requested approval to acquire, by purchase, all wastewater assets, properties, and rights of the Township's West End System (other than the Excluded Assets as defined in Section 1.3 of the APA). Upon closing of the Transaction, Foster will permanently discontinue all wastewater service to the public served by its West End System.

35. The estimated annual revenues and expenses of Pennsylvania-American in connection with serving Foster's customers are set forth in **Appendix "W"**.

C. CONCLUSION

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

WHEREFORE, Pennsylvania-American respectfully request the Pennsylvania Public Utility Commission approve this Application and issue such Orders, Certificates of Public Convenience, and such other relief under the Code, 66 Pa. C.S. §1102(a), authorizing:

(a) the transfer, by sale, of substantially all the assets, properties and rights of Foster related to or used in connection with its West End System to Pennsylvania-American in accordance with the APA, and;

(b) the commencement by Pennsylvania-American of wastewater service to the public in portions of Foster Township, Pennsylvania, and to two bulk service interconnection points located within Foster Township, Luzerne County, Pennsylvania; and

(c) pursuant to 66 Pa. C.S. § 507, a Certificate of Filing or approvals be issued for the following agreements between Pennsylvania-American Water Company and a municipal corporation:

i. Assets Purchase Agreement By and Between the Township of Foster, as Seller, and Pennsylvania-American Water Company, as Buyer, Dated as of May 12, 2021; and

ii. Agreement By and Among Foster Township, the Borough of Freeland Municipal Authority and Freeland Borough Dated as of December 8, 1999, amended January 14, 2010; and

iii. Agreement By and Among Foster Township, the Borough of Freeland Municipal Authority, Freeland Borough, and Butler Township as of March 23, 2005, amended March 19, May 11 and December 14, 2009; and

iv. Agreement By and Among Foster Township, the Borough of Freeland Municipal Authority, Freeland Borough, and Butler Township as of March 19, 2009; and

v. Agreement By and Between Foster Township and the Borough of Freeland Municipal Authority as of July 18, 2012.

(d) the adoption of the rates as shown on the *pro forma* tariff supplement attached hereto as **Appendix F**, to be made effective upon one day's notice, and the implementation of all other rates, and the rules and regulations regarding conditions of Pennsylvania-American's wastewater service, as reflected in Pennsylvania-American's prevailing wastewater tariff, to become effective upon the closing of the Transaction; and

(e) the issuance of any other approvals or certificates appropriate, customary, or necessary under the Code to carry out the Transaction contemplated in this Application in a lawful manner.

Respectfully submitted,

Susan Simms Marsh

Susan Simms Marsh (PA I.D. No. 44689)
Deputy General Counsel
Pennsylvania-American Water Company
852 Wesley Drive, Mechanicsburg, PA 17055
Telephone: (717) 550-1570
E-Mail: susan.marsh@amwater.com

Dated: September 22, 2021

APPENDIX A

ASSETS PURCHASE AGREEMENT (WEST END SYSTEM) DATED MAY 12, 2021, BETWEEN TOWNSHIP OF FOSTER AND PENNSYLVANIA-AMERICAN WATER COMPANY

EXECUTION VERSION

ASSETS PURCHASE AGREEMENT

(West End System) Between

TOWNSHIP OF FOSTER,

Luzerne County, Pennsylvania And

PENNSYLVANIA AMERICAN WATER COMPANY

May 12, 2021

ASSETS PURCHASE AGREEMENT

THIS ASSETS PURCHASE AGREEMENT, dated May 12, 2021, by and between the **Township of Foster, in Luzerne County, Pennsylvania,** a political subdivision of the Commonwealth of Pennsylvania, having a mailing address of 1000 Wyoming Avenue, Freeland, PA 18224 (hereinafter referred to as "**Seller**"), and **Pennsylvania-American Water Company**, a Pennsylvania corporation, with a business address located at 852 Wesley Drive, Mechanicsburg, PA 17055 (hereinafter collectively referred to as **"Buyer"**).

RECITALS

A. Seller owns, maintains and operates a wastewater collection and conveyance system in the portion of the Township described in **Schedule 1** attached hereto (collectively, the **"West End System"**) that provides wastewater service to various users and customers (each a **"Customer"**), that is ultimately treated by the Borough of Freeland Municipal Authority (the **"Freeland Authority"**), pursuant to an agreement between Seller and the Freeland Authority.

B. Buyer is a regulated public utility that furnishes water and wastewater service throughout thirty-six (36) counties in the Commonwealth, including Luzerne County.

C. Seller desires to sell, and Buyer desires to purchase, certain assets, properties and rights of Seller (whether tangible, real, personal or mixed), owned and used in connection with the West End System and more particularly described in **Schedule 1** (hereinafter referred to as "**Assets**"), and the Buyer desires to assume certain ongoing contracts, obligations and liabilities of the Seller related to such Assets, all upon the terms and conditions set forth herein. The Assets transferred hereunder pertain only to those served by the sewage treatment facility owned and operated by the Freeland Authority, commonly referred to as the West End System, and excludes any sewer facilities or assets used to collect or transport wastewater to the White Haven sewage treatment facilities operated by Aqua Pennsylvania commonly known as the East End System.

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

1. SALE AND PURCHASE OF THE ASSETS

Subject to the terms and conditions hereinafter set forth, Buyer shall purchase from Seller, and Seller shall sell, assign, transfer, grant, convey and deliver the Assets to Buyer at Closing (hereinafter defined).

The Assets are sold free and clear of all mortgages, liens, pledges, security interest, charges, claims, restrictions and encumbrances of any nature whatsoever.

This Agreement shall be effective on the later of the date signed by Buyer or the date signed by Seller (the **"Effective Date"**).

1.1 Assets Further Defined

The Assets shall consist of the specific assets, properties and rights of Seller set forth on **Schedule 1.1**, and further described following:

(a) all the land, buildings, pipes, pipelines, laterals (main to curb-line or edge-of-road where mains are located within a public right-of-way, or to the edge of an easement wherein mains are located within private property) odor control stations, pumping stations, lift stations, holding tanks, storage tanks, structures, improvements, fixtures, rights-of-way, licenses and easements owned by Seller and necessary for the Buyer to use and operate the Assets under prevailing regulatory and engineering standards and in which Seller has a present legal right or interest, including all hereditaments, tenements and appurtenances belonging, appertaining or relating to the Assets;

(b) all machinery, equipment, tools, furniture, furnishings, leasehold improvements, goods, and other tangible personal property necessary to use and operate the Assets, owned by Seller or in which Seller has a legal interest;

(c) all materials, supplies and inventories of the Seller relating to the Assets;

(d) all legal rights of Seller under any written contract, easement, license, agreement, lease, plan, instrument, registration, permit, certificate, or other authorization or approval of any nature, or other document, commitment, arrangement, undertaking, practice or authorization, relating to the Assets;

(e) all legal rights and choses in action of Seller arising out of occurrences before or after the Closing relating to the Assets; and/or

(f) all documented information, files, records, data, plans, contracts and other recorded knowledge, including Customer and supplier lists and property records, related to the foregoing.

1.2 Customer Billing

Unless Buyer and Seller agree to a different procedure prior to Closing, Seller shall issue final bills to all Customer accounts in accordance with its current billing practices on or before the Closing Date, and Seller shall be solely responsible for the collection of payments and/or accounts receivable, including delinquent amounts due on such Customer bills issued on or prior to the Closing Date. Except as set forth below, Buyer shall not be responsible for the payment of and/or collection for any amounts due to Seller from Seller's former Customers, but any payments received by Buyer from Customers for services rendered prior to the Closing Date shall be promptly remitted to Seller. Buyer shall collect all bills issued to Customers after the Closing Date, and billing receipts shall be apportioned between Seller and Buyer on a prorated basis based on the number of days in the billing cycle each party had ownership of the West End System.

The billing for the next billing cycle and collection thereof will be the sole responsibility of the Buyer. Following the issuance of Seller's final bill, Buyer shall thereafter issue bills for all Customer accounts on the next scheduled billing date and all future billing dates and shall be solely responsible for the collection of payments and/or its accounts receivable. Buyer and Seller shall work in good faith to resolve uncollectible amounts and to coordinate volumetric block billing and base changes for Seller's final bills and Buyer's initial bills so that both parties' bills are consistent as to such volumetric billing and base charges.

1.3 Exclusion from Assets

The Assets shall not include any of the following:

(a) Any and all Customer Laterals (from curb-line or edge of road where property abuts a public right-of-way or edge of easement where Seller's facilities are located within private property) to and throughout the Customer's structure, including any grinder pumps on private property;

(b) Any and all piping and fixtures internal to each individual Customer's structure (whether residential, commercial, industrial or other types);

(c) Any and all stormwater system facilities including, but not limited to: (a) such facilities located within the easements transferred to Buyer as a part of the Assets, (b) facilities that are connected to the West End System and located within the public right-of-way and (c) facilities or assets used in the operation of a municipal separate stormwater system;

(d) Seller's cash on hand and accounts receivables up to the Closing Date; and

(e) Other specific assets, properties and rights of Seller that are not included as part of the Assets, are described in **Schedule 1.2**.

1.4 Purchase Price

(a) Purchase Price for the Assets. Subject to the terms and conditions of this Agreement, the negotiated purchase price shall be Three-Million Seven-Hundred-Fifty-Thousand Dollars ($3,750,000.00) (the "**Purchase Price**"). The Purchase Price shall be payable directly to Seller on the Closing Date in immediately available funds by wire transfer.

(b) Purchase Price Adjustments. Any payments made to Seller by Customers for service to be rendered after the Closing Date will be apportioned at Closing. Buyer shall receive a credit toward the Purchase Price at Closing for the prorated amount of such advance payments for services after the Closing Date and Seller will be credited for payments due and collected for services rendered prior to the Closing Date.

1.5 Contractual Rights and Obligations

Buyer hereby assumes those contracts, agreements and liabilities listed on **Schedule 1.3**.

1.6 Non-Assumption of Nonlisted Contracts or Liabilities

Except as provided in **Section 1.8**, Buyer shall not assume any liabilities or obligations of Seller under any contract, agreement, commitment, lease, certificate, permit or other instrument, whether oral, written, express or implied without Seller's prior written consent or agreement, whether express or implied, fixed or contingent, or known or unknown at the time of Closing except as set forth in **Section 1.3** above, and all such liabilities and obligations of Seller shall remain the sole responsibility of Seller.

1.7 Stormwater Facilities.

Seller will retain through the Closing Date, and thereafter, its rules and regulations that prohibit stormwater from being discharged into or otherwise causing stormwater infiltration into the West End System. Such rules and regulations shall be no less restrictive with regard to stormwater discharges into or infiltrating the West End System after Closing than they were prior to Closing, to the extent permitted by law. Following the Closing, if Buyer identifies sources of stormwater being discharged into, or stormwater system facilities interconnected with, the West End System then Buyer may, at its sole cost and discretion, disconnect or separate such stormwater system facilities from the West End System and shall, after providing at least 60 days written notice to Seller, either connect the stormwater system facilities into the municipal stormwater system owned by Seller consistent with applicable engineering standards and applicable permit requirements of the Pennsylvania Department of Environmental Protection (**"DEP"**), or (b) create municipal separate stormwater facilities or systems for dedication to the Seller, at no cost to Seller consistent with applicable engineering standards and applicable DEP permit requirements. Buyer shall transfer ownership of such municipal separate stormwater systems or facilities to Seller or its designee that are designed and constructed consistent with prudent engineering standards and applicable DEP permit requirements, and Buyer shall defend and indemnify Seller for any defective work performed by or at the direction of the Buyer.

1.8 Missing Contracts.

Notwithstanding **Section 1.6** above, if during the twelve (12) month period following the Closing, Buyer identifies any contract to which Seller was a party as of the Closing and which (i) was not set forth on **Schedule 1.3** and (ii) Buyer reasonably believes is necessary or useful in the operation of the System, Seller shall, promptly following Buyer's written request therefor, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such other instruments of conveyance and transfer and other documents, and perform or cause to be performed such further acts, as may be reasonably required to evidence or effectuate, or more fully evidence or effectuate the assignment of such contract to Buyer for no additional consideration, and

upon such assignment, such contract is deemed an assigned contract for purposes hereunder.

2. CLOSING

Subject to the provisions of **Articles 4 and 5** below, the transfer of the Assets under the terms hereof (**"Closing"**) shall take place at a mutually agreed upon location, commencing at 10:00 A.M. local time within sixty (60) days after the receipt of final regulatory approvals described in **Article 5** below. The date of the Closing is referred to herein as the **"Closing Date"**. The effective time of the legal transfer hereunder shall be 12:01 a.m. on the day following the Closing Date.

2.1 Items to be delivered at Closing

At the Closing and subject to the terms and conditions herein contained:

(a) Seller shall execute and deliver to Buyer all titles, bills of sale, assignments and other conveyancing documents to the Assets, including without limitation the following:

(i) *Deeds in fee simple or deeds of easement,* where applicable, for each fee parcel wherein any pump stations are situated;

(ii) *Bills of Sale or Assignments,* and other instruments and documents of conveyance and transfer, all in form reasonably satisfactory to Buyer and its Counsel, as shall be necessary and effective to transfer and assign to, and vest in Buyer good and marketable title to the Assets;

(iii) *Easements not by deed* (via an assignment or grant), in a form reasonably satisfactory to Buyer and its Counsel, for any easement Buyer requires to utilize, maintain, repair and replace any Assets or facilities located outside of any fee parcels to be conveyed and/or publicly dedicated roadways, reasonably necessary to provide Buyer with access to and the use of the West End System;

(iv) *Assignments* of the contracts listed on **Schedule 1.5**;

(v) *Releases* of liens or satisfaction pieces for all mortgages and liens affecting the Assets or other proofs reasonably required by: (A) Buyer to establish clear title to the Assets, or (B) Buyer's title agent to remove such liens and mortgages as exceptions to Buyer's title insurance policy;

(vi) *UCC-3 termination statements* for all security interests encumbering the Assets or the revenues therefrom;

(vii) *List of the names and addresses of all Customers* that are complete and accurate, both in paper form and in an electronic format that can be downloaded to a personal computer, along with at least a two years of billing history for each Customer;

(viii) *Certificate*, in form and substance satisfactory to Buyer, executed by each third party to any contract listed on **Schedule 1.5** confirming that all representations and warranties of the parties to such contract are true and correct, and that there is no defense, counterclaim or asserted set off by each party under the contract, and that the parties are each in compliance with the requirements of the contract, and to the extent such party's consent is required to an assignment of the contract to Buyer, such consent;

(ix) *Keys* to locks on any and all buildings and gates that are a part of the Assets;

(x) *Resolutions and ordinances* of Seller required under **Section 6.1(m)** below and Secretary's certificate certifying the authenticity of same;

(xi) *Accounting* of any Customers who paid for annual wastewater service in advance of the rendering of such services by Seller, as well as those Customers whose payments for services rendered by Seller are in arrears, which accounting shall include the names and addresses of such Customers and the amounts and dates of payments by all such Customers and which Seller warrants is accurate as of the Closing Date pursuant to **Section 6.1(j)** below;

(xii) *Plans, bids, quotations, instruments, certificates, permits and other instruments,* copied or the originals as appropriate, that are in Seller's possession and part of or related to the Assets;

(xiii) *Rail crossing or occupancy licenses, easements or agreements* from all railroad companies with tracks across or about mains to be conveyed as part of the Assets; and

(xiv) *Permits* issued by DEP or other regulatory body required to put Buyer in actual possession and operating control of the Assets.

(b) Seller shall deliver to Buyer, the agreements, opinions, certificates and other documents and instruments referred to in **Articles 2, 3 and 5** hereof.

(c) Buyer and Seller agree that the Customer billing information shall be provided to Buyer no less than ninety (90) days prior to Closing.

2.2 Transfer Taxes Payable on Assets

Any transfer taxes imposed on the conveyance or transfer of any Assets constituting real property shall be paid one-half each by Buyer and Seller.

2.3 Transfer of Utility Service

Seller and Buyer will cooperate to transfer utility service, including, but not limited to telephone, electric and gas service providing such service to any of the Assets as of the Closing Date. In the event service cannot be transferred in the name of Buyer as of the Closing Date, the bills shall be pro-rated from the Closing Date to the date of such transfer.

2.4 Enforcement Remedies

The Parties acknowledge that the Assets are unique and not otherwise available and agree that, in addition to any other available legal remedies, either party may invoke any equitable remedy to enforce performance hereunder, including, without limitation, the remedy of specific performance.

2.5 Further Assurances

Seller, from time to time after the Closing, at Buyer's request, and without compensation, will execute, acknowledge and deliver to Buyer such other instruments evidencing the sale, conveyance, assignment or transfer of Assets, and will take such other actions and execute and deliver such other documents, certifications and further assurances as Buyer may reasonably require in order to vest in Buyer, and/or to place Buyer fully in possession of, all of the Assets. Each of the parties hereto, without compensation, will cooperate with the other and execute and deliver to the other such other instruments and documents and take such other actions as may be reasonably requested from time to time by any other party hereto as necessary to carry out, evidence and confirm the intent and purposes of this Agreement.

3. CONDUCT OF PARTIES PENDING CLOSING

Seller agrees that, with respect to the Assets, pending the Closing and except as otherwise agreed to in writing by Buyer:

(a) The wastewater business of Seller, with regard to the West End System, shall be conducted solely in the ordinary course consistent with its past practices.

(b) Seller, at Seller's cost, shall continue to maintain and service the tangible Assets in good working order such that they will be in proper working order at Closing.

(c) Seller will use its best efforts to maintain its relations and goodwill with its suppliers, the Customers and any others having business relations with it.

(d) Seller shall comply with all laws, ordinances, rules, regulations and orders applicable to it and to the conduct of its wastewater business.

(e) Seller will promptly advise Buyer in writing of all events between the date hereof and Closing which could render any representation or warranty under the Agreement, if restated and republished as of Closing, untrue or incorrect in any material respect.

(f) Seller will advise Buyer in writing promptly after Seller receives knowledge of the threat or commencement of any dispute, claim, action, suit, proceeding, arbitration or investigation against or involving the Assets or the sale and transfer thereof to Buyer, or of the occurrence of any event (exclusive of general economic factors affecting business in general) of a nature that is or may be materially adverse to the business, operations, properties, assets, prospects or condition (financial or otherwise) of Seller.

(g) Seller will conduct its business in such a manner that at the Closing the representations and warranties of Seller contained in this Agreement shall be true as though such representations and warranties were made on and as of such date. Seller will use its best efforts to cause all of the conditions to this Agreement to be satisfied on or prior to the Closing Date.

(h) Seller will not take any action which would result in a material breach of any of the representations and warranties of Seller hereunder.

(i) Seller will provide Buyer with such financial and other reports of its business as Buyer may reasonably request.

(j) Seller will give to Buyer, its officers, employees, accountants, counsel and other representatives free and full access to and the right to inspect, during normal business hours, all of the premises, properties, assets, plans, maps, records, contracts and other documents relating to the Assets and its business and operations thereon, and shall permit them to consult with the officers, employees, accountants, counsel and agents of Seller for the purpose of making such investigation of the business and operations of Seller as Buyer shall desire to make, provided that such investigation shall not unreasonably interfere with the wastewater business or operations of Seller.

(k) Seller shall notify and consult with Buyer prior to the initiation, development or execution of any plans for expansion of, or improvements to, the Assets.

(l) Seller will cooperate with Buyer to send any Customer notices that in Buyer's judgment are necessary or desirable in connection with the transactions contemplated herein.

(m) Within sixty (60) business days after the Effective Date of this Agreement Seller shall deliver to Buyer:

(1) a current copy of the Pennsylvania Department of Transportation map of State and Township roads (a/k/a/ "Liquid Fuels Map") within the boundaries of the Seller, and (2) copies of (A) all deeds in the name of Seller for each fee parcel or easement wherein any Assets are situated; and (B) a description of other easements of Seller for Assets located outside of any Deeds to be conveyed to Buyer or publicly dedicated roadways; and (C) a written explanation of which real property assets (including location of same) pertain to each deed and easement.

(n) Within ten (60) business days after the Effective Date Seller shall deliver to Buyer a current copy Seller's Act 537 Plan in CAD, Arc GIS, or PDF format, and a plan or map showing the location of all pump stations, tanks or basins associated with the West End System.

4. COVENANTS AND ACKNOWLEDGMENTS

4.1 Affirmative Covenants

(a) Unless otherwise noted herein, Buyer and Seller shall be responsible for their respective legal fees and other expenses incurred in connection with this transaction.

(b) After Closing, Buyer will begin charging Seller's current rates (as of the date of this Agreement) as Buyer's base rates (but not other charges, including those discussed below) within Seller's service area (such service area being consistent with **Schedule 1**), which shall not be increased by the Buyer until after December 31, 2024. Seller's current rates are set forth on **Schedule 4.1(b)**.

Buyer and Seller agree that Buyer may, after December 31, 2024, seek approval from the Pennsylvania Public Utility Commission ("PUC") to increase these rates.

(c) Except as set forth in the preceding **Section 4.1(b)**, immediately upon Closing Buyer shall apply, at and after Closing, its then-existing miscellaneous fees and charges, approved Distribution System Improvement Charges, rules and regulations for wastewater service as set forth in the Buyer's tariff within the territory served by the West End System.

(d) Buyer shall have no obligation following Closing to receive, treat or dispose of sewage sludge from third party haulers.

(e) The provisions of this Agreement shall survive the effective date of Closing.

(f) Subject to **Section 4.1(b)** above, Seller acknowledges that there are no complimentary or discounted wastewater service, including wastewater services provided to the Seller or its affiliates, organizations, offices or the like, but if some are determined to exist, Seller will notify any such Customers prior to closing that the arrangement will cease upon Closing and the Customer would be subject to the rates set-forth on **Schedule 4.1(b)** as well as Buyer's Rules and Regulations, which includes miscellaneous charges and fees.

(g) Buyer and Seller acknowledge and agree that there is no affiliation between Buyer and Seller and that all negotiations for the purchase and sale of the Assets were conducted at arm's length.

(h) Seller has billed all of its wastewater Customers on a monthly basis. Following Closing Buyer shall continue to issue wastewater bills to all Customers on a monthly basis.

(i) Buyer shall have no obligation to pay monies to or reimburse any party to a contract with Seller for any pre-paid tapping, impact or connection fees or for EDU payments paid to Seller prior to the Closing Date. Seller shall remain solely liable to return any sums that may be required to be returned under development agreements, main extension contracts, or agreements of similar import between Seller and developers of real property.

(j) Seller will advise Buyer in writing promptly after Seller receives knowledge of the threat or commencement of any dispute, claim, action, suit, proceeding, arbitration or investigation against or involving the Assets or the sale and transfer thereof to Buyer, or of the occurrence of any event (exclusive of general economic factors affecting business in general) of a nature that is or may be materially adverse to the business, operations, properties, assets, prospects or condition (financial or otherwise) of Seller.

(k) **Unscheduled Real Property.** The Parties acknowledge that Seller may own interests in or have the legal right to use or occupy real property or have an Asset whereby an easement is necessary or essential to the operation of the West End System and that is not specifically identified in this Assets Purchase Agreement (the "Unscheduled Real Property"). If the Parties discover before or in the 12 months after the Closing Date, one or more easements of Unscheduled Real Property, the discovering Party shall notify the non-discovering Party of the discovery. In addition to its obligations in **Sections 1** or **6.2(a)**, Seller shall convey, assign or otherwise transfer any rights to each easement of Unscheduled Real Property, without additional consideration payable by Buyer, in such a manner as to provide Buyer with reasonable assurances that Buyer may use or occupy the Unscheduled Real Property as it was used by Seller as of the Effective Date.

4.2 Negative Covenants. Except as otherwise contemplated by this Agreement, pending and prior to the Closing, Seller shall not without the prior written approval of Buyer do or agree to do any of the following in connection with Seller's operation of the Assets:

(a) Dispositions. Sell, assign, lease or otherwise transfer or dispose of any Assets;

(b) Contracts. Enter into any contracts, leases, commitments, understandings, licenses, or other agreements affecting the Assets or incur any obligation or liability (contingent or absolute) affecting the Assets;

(c) Material Adverse Actions. Do or omit to do any act (or permit such action or omission) that would be reasonably expected to have a material adverse effect on the Assets;

(d) Actions Affecting Licenses, Other Authorizations. Take any action that would be reasonably expected to jeopardize the validity or enforceability of, or rights under, the permits required for the operation of the West End System;

(e) Encumbrances. Mortgage, pledge or otherwise encumber any of the Assets; and

(f) Seller will not take any action which would result in a material breach of any of the representations and warranties of Seller hereunder.

5. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS

The Closing of the transaction shall be contingent upon the following:

(a) Seller shall comply with its obligations hereunder, and provide a *Bring-Down Certificate* at Closing, certifying that the representations herein are true and accurate as of Closing.

(b) Seller shall provide to Buyer an *Opinion Letter* from Counsel in form and substance consistent with that identified as **Schedule 5 (b)**.

(c) Buyer shall be satisfied with the overall operational functionality of the West End System, including, without limitation, any improvements, repairs or changes that DEP or other governmental agency has ordered or required to be made to the West End System prior to Closing.

(d) Buyer shall be satisfied with its review of the real estate and the quality of title to be conveyed to Buyer from Seller to the real estate on which Assets are located.

(e) On the Closing Date, no proceeding shall be pending or threatened before any court or governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby, and no investigation that might eventuate in any such suit, action or proceeding shall be pending or threatened.

(f) Seller shall have furnished Buyer with certified copies of all proceedings of Seller, including signed and certified copies of: (i) the minutes of meetings whereby the transaction hereby contemplated was duly authorized, and (ii) appropriate ordinances, resolutions and other document(s) authorizing the transactions hereby contemplated, as Buyer reasonably shall require.

(g) Buyer shall receive all required approvals in final form reasonably acceptable to Buyer, from regulatory agencies, including the required approvals of the PUC, to enable Buyer to assume the ownership and operation of the Assets and to provide wastewater service to the West End System, and all of Buyer's costs relating thereto shall be paid by Buyer.

(h) Buyer shall timely submit and subsequently receive all governmental authorizations needed for the transfer of the Assets, including, but not limited to, adoption and approval of an Order from PUC authorizing: (a) the transfer of the Assets as contemplated by this Agreement; (b) Buyer to provide wastewater service to the residents in the West End System; (c) Seller to abandon service in such West End System and Buyer to assume the ownership and operation of the Assets and to provide wastewater service to the public in the West End System; and (d) a *Certificate of Public Convenience* from the PUC. Such governmental authorizations, orders, authorizations and approvals by the PUC shall be in form and substance satisfactory to Buyer in its sole discretion and shall survive Closing. Buyer's *Rules and Regulations* shall apply to any and all existing and future Customers in the West End System that would receive service from Buyer through the Assets or any extensions thereof.

(i) Seller shall support, at its cost, Buyer in obtaining all required approvals from regulatory agencies, including DEP and PUC. The PUC application shall include a request for a service territory as depicted on **Schedule 1**.

(j) The Assets shall not be, or be threatened to be, materially adversely affected by fire, explosion, earthquake, disaster, accident, cessation or interruption of utility or other services, flood, drought, lack of supply, contamination of water supply, embargo, riot, civil disturbance, uprising, activity of armed forces or act of God or public enemy, or any other event or occurrence.

(k) All actions, proceedings, resolutions, instruments and documents required to carry out this Agreement or incidental hereto and all other related matters shall have been approved on the Closing Date by Buyer in the exercise of its reasonable judgment.

(l) All loans pertaining to the Assets will be fulfilled and satisfied at or prior to the Closing Date.

6. REPRESENTATIONS AND WARRANTIES OF SELLER

6.1 In making this instrument, Seller makes the following representations and warranties, to the best of the Sellers knowledge, information and belief, that shall survive the date hereof and the Closing:

(a) Organization. The Seller is a duly organized Pennsylvania township of the second class validly existing, solvent, and in good standing under the laws of the Commonwealth of Pennsylvania.

(b) Assets Ownership. Seller holds the exclusive right, title and interest to the Assets and facilities comprising the Assets as set out on **Schedule 1.1** attached hereto.

(c) Current Operations. Seller has all requisite power and authority and all agreements, contracts, commitments, leases, certificates, licenses, permits, regulatory authorizations and other instruments required to conduct the business of the Assets as it has been and is now being conducted and to own and operate the Assets.

(d) Legal Authority. Seller has the full power and lawful authority to transfer to Buyer the rights, title and interest in and to the Assets.

(e) Due Authorization; Valid and Binding. Seller has the full power and lawful authority to execute and deliver this Agreement and all related agreements and to consummate and perform the transactions contemplated hereby and has duly and validly authorized the execution of this Agreement and all related documents and agreements by all necessary proceedings. This Agreement and all related agreements constitute the valid and binding obligation of Seller.

(f) No Approvals or Violations. Except as may be described herein, this Agreement does not require any further approvals of any other party, does not violate any law, ordinance or regulation, does not conflict with any order or decree, and does not conflict with or result in a breach of any contract, lease or permit to which Seller is a party. The proposed transfer does not violate, conflict with or result in the breach of any term, condition or provision of any instrument, contract, lease, agreement, permit, certificate or other document to which Seller is a party or is

otherwise bound or affected, or by which the Assets may be bound or affected.

(g) Party to Decree. Seller is not party to, or subject to the provision of, any judgment, order, writ, injunction or decree of any court or of any governmental official, agency or instrumentality relating to the Assets.

(h) Defeasance. As of the Closing, (if applicable) the Seller's bonds, if any, will be repaid or defeased, and any and all liens and encumbrances on the Assets will have been removed. Such defeasance will be done in a proper and lawful manner.

(i) List of Assets. **Schedule 1.1** contains a true and complete list of the Assets.

(j) Customer Records. The data contained in the Customer records provided to Buyer is true and accurate.

(k) Seller shall cooperate with Buyer and shall use reasonable efforts to help Buyer collect or enforce any rights assigned to Buyer under this Agreement.

(l) Seller has paid, or will arrange for the full payment of, any and all taxes owed by Seller on account of the operation of the Assets up to and through Closing. All federal, state and local tax returns, reports and statements (including all income, unemployment compensation, social security, payroll, sales and use, excise, privilege, property, ad valorem, franchise, license, school and other taxes owed or assessed under the laws of the United States or any state or municipal or political subdivision thereof required to be filed by Seller (the **"Tax Returns"**) have been filed with the appropriate governmental agencies in all jurisdictions in which returns, reports or statements are required to be filed, and all filed returns, reports and statements properly reflect the tax liabilities of Seller for the periods, properties or events covered thereby. All federal, state and local taxes, assessments, interest, penalties, deficiencies, fees and other governmental charges or impositions, including those enumerated above in respect of the Tax Returns, that are called for by the Tax Returns, or claimed to be due by any taxing authority from Seller, or upon or measured by the properties, assets or income of Seller, have been properly paid.

(m) The Seller will hold any and all meetings of Seller's Board of Supervisors and will enact legally binding ordinances and resolutions authorizing the sale of the Assets, ratifying this Agreement, and authorizing an officer or officers of Seller to sign the documents listed under **Section 2.1(a)** above and any other required Closing documents. Seller shall cause (1) public notices to be served and (2) meetings to be called, to the fullest extent required under Sellers' charter, by-laws and applicable Pennsylvania law

in order to sell, convey, grant or assign the Assets, including, without limitation, the Deeds and Easements contemplated under **Section 2.1(a)** above. Duplicate originals of all such notices, approvals and consents shall be provided to Buyer no less than sixty (60) days prior to the Closing Date.

6.2 Seller hereby represents and warrants to Buyer as follows to the best of the Sellers knowledge, information and belief, and except as set forth in **Schedule 6.2** hereof:

(a) Title of Assets. Seller has good and marketable title to the Assets, free and clear of all liens, encumbrances and security interests.

(b) Undisclosed Liabilities. Other than as disclosed herein, there are no liabilities or obligations of Seller, either accrued, absolute, contingent or otherwise, relating to the Assets. For purposes of this Agreement, the term liabilities shall include, without limitation, any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility either accrued, absolute, contingent or otherwise.

(c) Condition of Assets. Except as otherwise specifically provided in this Assets Purchase Agreement, all the tangible property included in the Seller's Assets are sold "AS IS" with all faults based upon inspection of the Seller's Assets by the Buyer and with no warranties provided by the Seller.

(d) No Other Parties. Except as described herein, no person other than Seller owns or has any interest in any equipment or other tangible assets or properties currently utilized or necessary to the operations or business of the Seller's Assets.

(e) Adequacy of Rights. All agreements, contracts, commitments, leases, certificates, permits and other instruments related to the Assets to which Seller is a party are valid and enforceable in accordance with their terms, are in good standing, and the parties thereto are in compliance with the provisions thereof. No party is in default in the performance, observance or fulfillment of any material obligation, covenant or condition contained therein, and no event has occurred, which with or without the giving of notice or lapse of time, or both, would constitute a default there under.

(f) Adequacy of Property Rights. All leases, licenses, rights of way, and easements related in any manner to the assets and properties comprising the Seller's Assets and all other instruments, documents and agreements pursuant to which Seller has obtained the right to use any real property in connection with the Assets are in good standing, valid and effective in accordance with their respective terms, and with respect thereto, there is no

existing default or event which could constitute a default. Seller possesses all property rights necessary to operate the Assets.

(g) Rights to Facilities. Seller has good and valid rights to occupy and to obtain access to the areas where the discharge lines and other facilities of the Assets are located.

(h) Pending Litigation. There are no pending claims, actions, investigations or legal or administrative proceedings regarding the Assets or Seller's ability to transfer the Assets.

(i) Threatened Litigation. To the best of Seller's knowledge and belief, there are no threatened claims, actions, investigations or legal or administrative proceedings regarding the Assets or Seller's ability to transfer the Assets, nor does Seller know of any basis for any such claim, action or proceeding.

(j) Contract for Refunds. Seller is not a party to any contract for future payment of refunds under any main extension agreement or sewer capacity agreement, Customer deposit agreement or similar agreement with respect to the Assets.

(k) Contract with Suppliers. Seller is not a party to any contract for the purchase of, or payment for supplies, equipment or for services related to the Assets, except such contracts that shall not survive Closing. Seller will cooperate in the transfer of utility and treatment services in accordance with **Section 2.3** above.

(l) No Material Adverse Conditions. There are no conditions or developments existing or, to the knowledge of Seller, threatened which would have a material adverse effect on the Assets.

(m) Compliance with Law. Seller is not in any material violation of any law, ordinance or governmental rule or regulation to which it or its business, operations, assets or properties is subject and has not failed to obtain, or to adhere to the requirements of, any certificate, license, permit or other governmental authorization necessary to the ownership of its assets and properties or to the conduct of its business.

(n) Insurance. Seller has procured commercially reasonable policies of insurance for the Assets and will maintain through the date on which Closing is held such policies of insurance.

(o) No liens. There are no liens, encumbrances or security interests against the Assets that will not be paid off or released by Seller at Closing.

6.3 Seller hereby represents and warrants to and with Buyer as follows, to the best of the Sellers knowledge, information and belief, with respect to compliance with environmental laws:

(a) Compliance with Law. Seller has been and is in compliance with: (i) all laws and regulations pertaining to the Assets and (ii) all Environmental Laws (as hereinafter defined).

(b) Adequacy of Permits. Seller has obtained and continues to possess all permits, licenses, approvals or other authorizations which are required under the Environmental Laws, has filed such timely and complete renewal applications as may be required prior to the Closing Date, and has complied with all reporting and record keeping requirements under the Environmental Laws.

(c) Environmental Conditions. There are no past or present events, conditions, circumstances, activities, practices, incidents, actions or plans pertaining or relating to the Assets which may impede or prevent continued compliance with the Environmental Laws or which may give rise to any civil or criminal liability under the Environmental Laws.

(d) Compliance with Decrees. Seller has been and is in compliance with all orders, decrees, judgments and notices issued against the Seller under or in connection with the Environmental Laws.

(e) Seller is not a party to any Corrective Action Plan or Consent Order and Agreement with DEP.

As used in this Agreement, the following terms shall have the following meaning:

The term "Environmental Laws" shall include all federal, state and, local environmental laws and regulations, including, without limitation, the Clean Water Act (**"CWA"**), also known as the Federal Water Pollution Control Act ("FWPCA"), 33 U.S.C. § 1251 et seq., the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2601 et seq., the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), 7 U.S.C. §§ 136 et. seq., the Safe Drinking Water Act (**"SDWA"**), 42 U.S.C. §§ 300 (f) et seq., the Surface Mining Control and Reclamation Act (**"SMCRA"**), 30 U.S.C. §§ 1201 et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Superfund Amendment and Reauthorization Act of 1986 ("ARA"), Public Law 99-499, 100 Stat., 1613, the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6901, the Atomic Energy Act (**"AEA"**), Act of August 30, 1954, Ch. 1073,68 Stat. 919 (codified as amended in scattered sections of 5 U.S.C. and 42 U.S.C.), the Pennsylvania Sewage Facilities Act (35 P.S. §750.1 et seq., and the Pennsylvania Clean Streams Law (35

P.S. §§691.1-691.1001). Any reference to a legislative act or regulation shall be deemed to include all amendments thereto and all regulations, orders, decrees, judgments, opinions directives or notices issued thereunder.

The term "**Environmental Condition**" shall mean any condition or circumstance related to the Assets, whether created by Seller or any other party, which (1) required or requires abatement or correction under an Environmental Law, or (2) has given or may give rise to any civil or criminal liability under an Environmental Law, or (3) has created or may create a public or private nuisance, including the presence of asbestos, PCB's, hazardous substances, petroleum products, radioactive waste or radon, on, in or about the Assets.

6.4 No Misleading Statements

No representation or warranty by Seller or Buyer in this Agreement or in any document delivered or to be delivered pursuant hereto or in connection herewith, and no statement, document, agreement, information or certificate made or furnished or to be made or furnished to the other party pursuant hereto or in connection with the negotiation, execution or performance of this Agreement, now and as of the Closing Date, contain any untrue statement of a material fact, or fail to state any fact necessary to make any statement herein or therein not misleading.

6.5 Documents Produced

Seller will deliver at Closing to Buyer true and complete copies of all the agreements, contracts, commitments, leases, certificates, plans, maps, permits and other instruments, documents and undertakings described in this Agreement.

7. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as follows:

(a) Organization. Buyer is a corporation duly organized and validly existing and in good standing under the laws of the Commonwealth of Pennsylvania.

(b) Due Authorization; Valid and Binding. Buyer has the full power and lawful authority to execute this Agreement and to consummate and perform the transactions contemplated hereby and has duly and validly authorized the execution of this Agreement by all necessary proceedings. This Agreement constitutes the valid and binding obligations of Buyer.

(c) Financial Wherewithal. Buyer has the financial wherewithal to complete the purchase of the Assets as contemplated hereunder and upon completion of Closing, to operate and manage the Assets at, or exceeding, the level of service providedby the Seller prior to Closing.

8. **INDEMNIFICATION**

Seller hereby acknowledges that, following the effective date of Closing, Buyer shall be responsible for the provision of wastewater service to the Customers of Seller. Buyer shall reimburse, indemnify and hold harmless, including the payment of reasonable attorney's fees, the Seller and its officers, employees and agents from and against all liabilities damages, losses, actions, audits, deficiencies, claims, fines, costs, expenses and obligations of Buyer and from and against any and all claims, actions, judgments and fines arising from or related to: 1) any misrepresentation or breach of warranty by Buyer under this Agreement; 2) the Assets to the extent such claims, liabilities, obligations, actions, etc., involve activities or events that occur or originate after the Closing Date, 3) the provision of wastewater service by Buyer after the Closing Date; 4) issues of regulatory compliance and claims by third parties for events that are attributable to events that occur after the Closing, and 5) the enforcement of this **Section 8**.

Seller shall reimburse, indemnify and hold harmless, including the payment of reasonable attorney's fees, the Buyer and its officers, employees and agents from and against all liabilities damages, losses, actions, audits, deficiencies, claims, fines, costs, expenses and obligations of Seller and from and against any and all claims, actions, judgments and fines arising from or related to: 1) any misrepresentation or breach of warranty by Seller under this Agreement; 2) the Seller's Assets to the extent such claims, liabilities, obligations, actions, etc., involve activities or events that occurred or originated prior to the Closing Date, 3) the provision of wastewater service by Seller for the period prior to the Closing Date; 4) issues of regulatory compliance and claims by third parties for events that are attributable to events that occurred prior to the Closing Date, excluding events disclosed to Buyer in writing prior to Closing; and/or 5) the enforcement of this **Section 8**.

9. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES**

All representations, warranties and agreements made by the parties in this Agreement or in any agreement, document, statement or certificate furnished hereunder or in connection with the negotiation, execution and performance of this Agreement shall survive the Closing. Notwithstanding any investigation or audit conducted before or after the Closing Date or the decision of any party to complete the Closing, each party shall be entitled to rely upon the representations, warranties and agreements set forth herein and therein.

10. **MISCELLANEOUS**

10.1 Contents of Agreement; Parties in Interest; etc.

This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby. It shall not be amended or modified except by written instrument duly executed by each of the parties hereto. Any and all previous agreements and understandings between or among any or all of the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement.

10.2 Binding Effect

All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the legal representatives, successors and assigns of Seller or Buyer.

10.3 Waiver

Any term or provision of this Agreement may be waived at any time by the party or parties entitled to the benefit thereof by a written instrument executed by such party or parties.

10.4 Notices

Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally or sent by nationally recognized overnight courier, as follows:

If to Buyer:
Pennsylvania American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
Attention: General Counsel

With a required copy to:
Pennsylvania American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
Attention: Vice President, Business Development

If to Seller:
Township of Foster
c/o Chairperson of Board of Supervisors 1000 Wyoming Avenue
Freeland, PA 18224

With a required copy to:
Donald G. Karpowich, Attorney-at-Law, P.C.
85 Drasher Road
Drums, PA 18222

or to such other address as the addressee may have specified in a written notice duly given to the sender as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so delivered.

10.5 Law to Govern

This Agreement shall be governed by and interpreted and enforced in accordance

with the laws of the Commonwealth of Pennsylvania without giving effect to any conflicts of laws provisions.

10.6 No Third-Party Beneficiaries

The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the parties hereto, and their legal representatives, successors and assigns, and they shall not be construed as conferring any rights on any other persons. Notwithstanding anything to the contrary contained herein, no provision of this Agreement is intended to benefit any party other than Seller and Buyer, as the named parties hereunder, and no provision of this Agreement shall be enforceable by any other party.

10.7 Headings, Gender, etc.

All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed, and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

10.8 Exhibits and Schedules

All Exhibits, Attachments and Schedules referred to herein are intended to be and hereby are specifically made a part of this Agreement.

10.9 Cooperation/Further Assurances

Seller from time to time after the Closing, at Buyer's request, and without additional compensation, will execute, acknowledge and deliver to Buyer such other instruments of sale, conveyance, assignment and transfer and will take such other actions and execute and deliver such other documents, certifications and further assurances as Buyer may reasonably require in order to vest in Buyer, and/or to place Buyer fully in possession of, all of the Assets. Each of the parties hereto, without additional compensation, will cooperate with the other and execute and deliver to the other such instruments and documents and take such actions as may be reasonably requested from time to time by any other party hereto as necessary to carry out, evidence and confirm the purposes of this Agreement.

10.10 Severability

Any provision of this Agreement that is invalid or unenforceable in any jurisdiction or under any circumstance shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction or under any circumstance shall not invalidate or render unenforceable such provision in any other jurisdiction or under any other circumstance, unless, in either event, the involved or unenforceable provision causes this Agreement to fail of its essential purpose.

10.11 Counterparts

This Agreement may be executed by facsimile, electronically or by exchange of documents in PDF format, and in several counterparts, each of which shall be deemed an original instrument and all of which together shall constitute a single agreement. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

10.12 Risk of Loss

Seller assumes risk of loss in connection with the assets prior to Closing including without limitation, risk of loss from fire and other casualty. In the event of any loss or damage to any of the assets, Buyer at its option, prior to or at Closing may (i) request that the damage asset be replaced or restored to substantially the same condition of the asset as of the date of this agreement; (ii) request an adjustment to the purchase price as can be agreed upon by the parties, or (iii) request the insurance procedures of the Seller and/or other moneys to enable Buyer to make a proper restoration of the asset.

THIS AGREEMENT SHALL NOT BE BINDING ON BUYER UNLESS AND UNTIL IT SHALL HAVE BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF BUYER. THIS AGREEMENT SHALL NOT BE BINDING ON SELLER UNLESS AND UNTIL IT SHALL HAVE BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF SELLER.

Balance of page intentionally left blank – signatures appear on following page Signature page – Assets Purchase Agreement

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have duly executed this Agreement on the date first written.

SELLER:

TOWNSHIP OF FOSTER,
Luzerne County, Pennsylvania

By: _____
Name: Gerald Brogan
Its: Chairman of Board of Supervisors

BUYER:

PENNSYLVANIA AMERICAN WATER COMPANY

By: _____
Name: _____
Its: President

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have duly executed this Agreement on the date first written.

SELLER:

TOWNSHIP OF FOSTER,
Luzerne County, Pennsylvania

By: _____
Name: _____
Its: Chairman of Board of Supervisors

BUYER:

PENNSYLVANIA AMERICAN WATER COMPANY

By: _____
Name: F. Michael Doran
Its: President

SCHEDULE 1

DESCRIPTION OF THE WEST END SYSTEM

The West End System is a wastewater collection system that provides sewer service for the Villages of Highland, Youngstown, and Upper Lehigh, and designated areas known as Woodside and Sub-Area 5. Treatment for the West End System is provided by Freeland Municipal Authority.

SCHEDULE 1.1

LIST OF ASSETS, PROPERTIES AND RIGHTS

All wastewater collection and conveyance (gravity and/or force) mains and lines, pump stations, manholes, and other related appurtenances, including fittings, clean-outs, holding tanks, odor control stations, and laterals (from mains to the curb line or edge-of-road or edge of easement where mains are located within private property), including, without limitation, those located within the publicly dedicated streets, roads, alleys and boulevards in the West End System.

The system collects wastewater from approximately 575 customers. The collection system contains over 47,900 lineal feet of mainline sanitary sewers and four (4) pumping stations. The breakdown of the gravity system is as follows: 33,805 feet of 8" PVC, 3,105 feet of 10" PVC, and 2,865 feet of 12" PVC, 218 concrete manholes and 1 parshall flume metering manhole. The pressured system contains 7,490 feet of 4" PVC, 590 feet of 2" PVC, 65 feet of 1-1/4" PVC, 6 air release manholes, and 3 flush connection manholes. The four pump stations (capacities) are located in Highland (100 gpm), Youngstown (320 gpm), Upper Lehigh (140 gpm), and Woodside (800 gpm). All four station contain submersible duplex pumps.

2. **REAL ESTATE**

A. Fee title to all parcels of land associated with the Collection and Conveyance System, consisting of the following:

Land, buildings and improvements situate at as set forth more fully in the following.

- Pages 95-100 (Bk 3007, Pg 175246) – Pump Station 4
- Pages 101-106 (Bk 3007, Pg 175296) – Pump Station 1
- Pages 107-112 (Bk 3007, Pg 175309) – Pump Station 3
- Pages 133-138 (Bk 3007, Pg 328403) – Pump Station 2

B. Various easements and/or rights of way as required, including permanent and perpetual access (including, but not limited to, pedestrian, vehicular and utilities) to and for the Collection and Conveyance System, consisting of the following:

i. Easements for any and all components of the Assets located outside of any roads that are not dedicated to a state or municipal entity.

ii. All easements and rights-of-way in the attached table; and

iii. Right-of-way on existing streets.

Easements and Rights of Ways

Deed Book-Page Number	Deed Book-Page Number
02740-000651	01541-000180
Foster Twp. School District	01174-000632
01606-000230	03007-022137
03002-093791	02089-000909
03004-020554	03004-066509
03003-071531	02643-000328
03004-102759	02538-000839
02457-000640	01322-000441
03006-087776	02661-000692
02494-000024	02368-000825
03002-051210	03005-122667
01553-000658	02669-001060
01541-000180	02572-000112
01553-000658	02572-000120
01661-001125	02664-000068
01553-000658	03001-138772
02218-000425	03003-360527
01937-000306	03002-119964

3. **MISCELLANEOUS**

1. Assignment of any and all manufacturer's warranties for the Assets owned and operated by the Seller as a part of the West End System.

2. Assignment of the following Water Quality Management permits ("WQM"):

   - WQM Permit Part II No. 4006404
   - Act 537 Plan

3. Billing records, including a list of the names and addresses of all Customers at the time of Closing;

4. Maps and/or construction plans of the following Assets in place at the time of Closing:

5. Keys to locks securing the following Assets;

6. Copies, of the following (consisting of agreements, contracts, commitments, leases, plans, bids, quotations, bids, instruments, certificates, and other instruments belonging to Seller that are part of or related to the Assets): Refer to Schedule 1.3

7. All machinery, equipment, inventory and other tangible property, personal property, including tools, supplies, inventories and two years of Customer payment records and contracts, financial records, engineering drawings, vendor contracts, environmental reports and all other records necessary to the continued operation of the West End System;

8. Fixtures, tangible personal property and equipment that are a part of or used exclusively for the operation of the West End System as of the date of this Agreement; and

9. All Seller's meters associated with the collection, conveyance or treatment of wastewater in the West End System.

SCHEDULE 1.2

EXCLUDED ASSETS

None

SCHEDULE 1.3

ASSUMED CONTRACTS, AGREEMENTS AND LIABILITIES[1]

December 8, 1999 Agreement between the Borough of Freeland Municipal Authority, Freeland Borough and Foster Township governing the conveyance of sewage from Foster Township. January 14, 2010 Amendment.

March 23, 2005 Agreement between the Borough of Freeland Municipal Authority, Freeland Borough, Foster Township and Butler Township to utilize part of Foster's collection system to transport wastewater to Freeland's treatment plant. Amendments dated March 19, 2009[2], May 11, 2009 and December 14, 2009.

Agreement dated July 18, 2012, between the Borough of Freeland Municipal Authority and Foster Township governing the maintenance of a sewage pump station in Foster that is also used by the Freeland Authority.

Agreement dated March 19, 2009, between the Borough of Freeland Municipal Authority, Freeland Borough, Butler Township and Foster Township, amending prior agreements and governing the conveyance of Butler Township sewage in Foster lines and the treatment of sewage from the Upper Lehigh area of Foster Township.

[1] This Schedule 1.3 is subject to further revision through the Closing. Updated as of September 8, 2021.
[2] The December 14, 2009 Amendment notes that the March 19, 2009 and May 11, 2009 Amendments are actually the same document just signed and dated differently.

SCHEDULE 4.1(b)

CURRENT RATES

Flat Rate per EDU of $85/Month

Citterio billed at $85/EDU/Month based upon water consumption provided by Freeland Municipal Authority and divided by 260 GPD/EDU

SCHEDULE 5 (b)

FORM OF SELLER'S SOLICITOR OPINION LETTER

[LETTERHEAD]

_____, 2020

Buyer

Dear Sirs:

I have acted as solicitor to the Seller in conjunction with the Assets Purchase Agreement dated as of _____, 20____ (the "**Agreement**") between the Township of Foster, in Luzerne County, Pennsylvania ("**Seller**"), and _____. ("**Buyer**"). The Agreement provides for Buyer to acquire from Seller the Seller's wastewater system assets situated within the Seller and identified as the **"West End System"** in the Agreement (collectively herein called the "**Assets**").

I have examined the Agreement and the certifications, documents and instruments delivered pursuant thereto. I have also examined original copies, certified copies and file copies of records, agreements, instruments, certificates of public officials and officers and other documents relating to the Assets.

Based upon the foregoing, to the best of my knowledge, I am of the opinion that:

(a) Seller is a township of the second class, duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania.

(b) Seller has owned the West End System as identified in the Agreement.

(c) Neither the execution nor delivery of the Agreement by Seller, nor consummation and performance of the transactions contemplated thereby results in a violation of any judgment, order, writ, injunction or decree of any court or of any governmental official, agency or instrumentality which is applicable to Seller.

(d) The execution and delivery of the Agreement and the performance by the Seller of the transactions contemplated thereby do not violate, conflict with or result in the breach (with or without the giving of notice or lapse of time or both) of any term, condition or provision of any instrument, contract, lease, agreement, permit, certificate or other document to which Seller is a party.

(e) Seller has full power, authority and legal right to sell, convey, assign, transfer and deliver the Assets to Buyer under the terms and conditions provided in the Agreement.

(f) All action of the Seller's Board of Supervisors required to be taken to enter into and carry out the terms of the Agreement have been properly taken.

(g) The Agreement has been duly executed and delivered by Seller and is the legal, valid and binding obligation of Seller enforceable against Seller in accordance with the terms of the Agreement.

(h) The written deeds, bills of sale and assignments delivered by Seller this day to transfer the Assets to Buyer have been duly authorized, executed and delivered, are legal, valid and binding in accordance with their terms.

(i) There is no action, suit, or proceeding pending, or to the knowledge of the undersigned threatened, against or affecting Seller before or by any court, administrative agency, or other governmental authority which brings into question the validity of the transactions contemplated by the Agreement.

The opinions expressed herein are limited to matters arising under laws of the Commonwealth of Pennsylvania. This opinion is provided to Buyer solely for the purpose of complying with Seller's obligations under the Agreement. This opinion is given for Buyer's use and benefit, and, except as may be otherwise permitted by law, may not be relied upon by any other person without the prior written consent of the undersigned.

Sincerely yours,

[Solicitor for Seller]

SCHEDULE 6.2

Exceptions to Seller's representations and warranties

None.

APPENDIX B

AGREEMENT, AS AMENDED, DATED DECEMBER 8, 1999, BY AND AMONG FOSTER TOWNSHIP, THE BOROUGH OF FREELAND MUNICIPAL AUTHORITY AND FREELAND BOROUGH

AGREEMENT

THIS AGREEMENT, made this 8 day of Dec., 1999, between the **BOROUGH OF FREELAND MUNICIPAL AUTHORITY,** hereinafter referred to as "Authority", **FREELAND BOROUGH,** hereinafter referred to as "Borough", and **FOSTER TOWNSHIP,** hereinafter referred to as "Township", all of Luzerne County, Pennsylvania.

WITNESSETH:

WHEREAS, Authority is the owner and operator of the sewage collection system and treatment plant located in the Borough of Freeland; and

WHEREAS, Township desires to utilize a portion of the Authority's sewage collection system and treatment plant and further desires to reserve and utilize a portion of the capacity of the treatment plant for the sewage that emanates from Foster Township sewers; and

WHEREAS, the Authority is desirous of accepting the sewage from premises in Foster Township for transportation through the Freeland sewer system and treatment in the Authority's sewage treatment plant; and

WHEREAS, it is necessary for the Borough to be a party to this Agreement insomuch as one of the provisions of this Agreement provides that Freeland Borough Council appoint one Foster Township resident as a member of the Authority; and

WHEREAS, the Borough is agreeable to being a party to this Agreement primarily for the purpose of indicating its agreement to reserve one position on the Board of Directors of the Authority for a Foster Township recommended appointee as further described in this Agreement.

NOW, THEREFORE, the parties, intending to be legally bound hereby, agree as follows:

1. **DEFINITIONS.**

"Annual Average Flow" shall be the Average Daily Flow of Sewage in GPD from each Municipality, and from all sources combined, as the case may be, into the Sewage Treatment Plant measured during any Fiscal Year.

"Authority" shall mean the Borough of Freeland Municipal Authority, a municipal authority existing under the laws of the Commonwealth of Pennsylvania, having its principal office at 711 Birkbeck Street, Freeland, PA 18224.

"Authority Collection System" shall mean the Sewage collection and transportation system facilities owned by Authority and/or Borough and located in the Borough.

"Average Daily Flow" for a specified period of time shall be calculated by dividing the total measured aggregate gallonage of sewage flow during the period in question by the number of days in such period.

"Borough" shall mean the Borough of Freeland, a Borough existing under the laws of the Commonwealth of Pennsylvania, having its principal office at Centre & Walnut Streets, Freeland, PA 18224.

"Capacity" shall mean the maximum quantity of water or Sewage which lawfully can be treated by the Sewage Treatment Plant, including any new or expanded or upgraded facilities as measured by Hydraulic capacity (flow) or Organic capacity (BOD) parameters or by any other parameters established by any regulatory agency(s) having jurisdiction.

"Capital Contribution" means a one-time capital contribution payable to Authority by Township for its use of the existing assets of the Borough of Freeland Municipal Authority sewage collection system and treatment plant, which will continue to be used to and for the benefit of Township.

"Consulting Engineer" means an engineer or engineering firm, registered in Pennsylvania and qualified to render professional opinions on sewage engineering questions, employed from time to time by the party to whom

reference is made in connection with such term. At the present time, the Consulting Engineer for the Authority is Borton Lawson Engineering. Michael J. Pasonick, Jr., Inc. is Consulting Engineer for the Township. Either party is free to employ any other engineer as and when they see fit without consulting with, and without the approval of, the other party.

"Domestic Sewage" shall mean sewage waste consisting of the normal water-carried household waste.

"Fiscal Year" shall mean a calendar year.

"GAAP" shall mean Generally Accepted Accounting Principles, as such shall be recognized by Certified Public Accountants, from time to time.

"GPD" shall mean gallons of sewage discharged during a 24-hour period, commencing 12:00 noon, prevailing time, on any particular calendar day, and ending 12:00 noon, prevailing time, the following calendar day.

"Industrial Waste" shall mean the liquid waste from industrial or commercial processes, including all such wastes other than Domestic Sewage.

"Maximum 30-Day Flow" shall mean the total gallons or flow of sewage discharged by the Township sewage collection system into the Authority collection and treatment system during any consecutive 30-day period divided by 30.

"Maximum Township Capacity" shall mean the maximum Average Daily Flow (as defined above) of Sewage which is permitted under Paragraph 6 of this Agreement to be discharged into the Authority Collection System and/or the Sewage Treatment Plant. This includes all Sewage flow, whether or not passing through an Authority and/or Township Metering Device and includes all presently existing and future Sewage flows and connections originating from Township.

"Municipality" or **"Municipalities"** shall mean Township and/or the Borough, individually or collectively, as the case may be.

"Projects of a Capital Nature" means new and additional property chargeable to Sewage Treatment Plant or equipment account under sound accounting or engineering practice; provided, however, that the term "Projects of a Capital Nature" shall not include property acquired or constructed by the Authority from funds contributed or advanced by users, developers or other persons.

"Proportional Share", unless indicated herein to the contrary, shall be the prorata share of each Municipality's EDU's relative to the total of the EDU's.

"Sewage" shall mean Domestic Sewage and Industrial Waste.

"Sewage Treatment Plant" means the sewage treatment and disposal facilities known as the Freeland Sewage Treatment Plant which are owned by Authority and located in Foster Township, being the facilities at which Sewage conveyed by Authority and customers of Authority is treated, as the same be, from time to time, expanded, changed and upgraded.

"Starting Date" shall mean the date when the Township's Engineer certifies that the construction of the Township Collection Facilities is completed and ready to begin transmission of Sewage to the Authority's sewage treatment plant.

"Township" shall mean Foster Township, a second class Township existing under the laws of the Commonwealth of Pennsylvania, having a mailing address of PO Box 465, Freeland, PA 18224.

"Township Collection Facilities" shall mean all collection sewers, laterals, house lines, interceptors, manholes, force mains, pumping stations and all other private and public sewage collection and transportation facilities now existing or which may exist from time to time in the future, which convey in any manner, either directly or indirectly, any Sewage originating in Township or coming from those Butler Township residents who are, as of the date of this Agreement, on a Foster Township sewer line and billed by the Authority, which

ultimately reach the Sewage Treatment Plant through Authority's Collection System.

"Township Metering Device" shall mean the metering device or devices, which will measure and record the rate of flow or the quantity of flow, or both, discharged from the Township Collection Facilities into the Authority Collection System and/or the Sewage Treatment Plant.

2. CONSTRUCTION.

Township, at its own expense and at no expense to Authority or Borough, shall, during the term of this Agreement, be solely responsible for the construction of the Township Collection Facilities.

Authority shall pay all costs and expenses related to the acquisition, construction, operation and maintenance of the Authority's Collection System

3. OWNERSHIP OF FACILITIES.

Upon satisfactory completion of the Township Collection Facilities, Township shall own its Collection Facilities.

Authority shall own the Authority's Collection System and Treatment Plant.

No payments made pursuant to any provisions of this Agreement by Township to Authority shall entitle Township to any ownership of any portion of, or any interest in, the Authority Collection System and/or Treatment Plant, as the same may exist from time to time, or any part thereof.

Township agrees that it will not permit the use of the facilities constructed by Township by any other Municipality or Authority, except as provided herein.

Township acknowledges that it is purchasing the contractual right to have the Maximum Township Capacity treated by the Authority at the Sewage Treatment Plant.

4. MEMBERSHIP ON MUNICIPAL AUTHORITY BOARD.

(a) It is agreed that the Freeland Borough Council shall appoint as a member of the Authority, an individual proposed by Foster Township to the first available vacancy occurring after the Starting Date as defined in this Agreement.

(b) Foster Township shall submit to the Borough Council within thirty (30) days after the Starting Date, and at least sixty (60) days prior to any subsequent vacancies of this five (5) year term of membership, a list of five (5) names. The five names submitted to the Borough Council shall consist of individuals who shall be taxpayers in, maintain a business in, or be citizens of Foster Township. However, each individual proposed shall be an individual user of the Foster Township Sewage Collection System and an Authority's water customer.

(c) The Borough Council shall appoint one of the five individuals to such vacancy on the Authority Board.

(d) The parties agree that the intent of this Paragraph 4 is to assure Foster Township that, during the entire term of this Agreement as set forth in Paragraph 12 infra, there will always be one (1) Foster Township member on the Board. Should the Foster Township member die, resign or should his term expire, such vacancy shall be filled pursuant to the provisions of this Paragraph 4.

(e) If required, the Authority, the Borough and the Township agree to adopt appropriate resolutions and/or ordinances to accomplish the intents of this paragraph.

5. PERMIT REQUIRED FOR CONNECTIONS; RECORDS AND INSPECTIONS.

Township agrees that no person, firm, corporation, municipality or any other entity shall install or make connections to the Township Collection Facilities without first obtaining a permit to do so from Township.

Township further agrees that it will keep during the entire duration of this Agreement, a complete record of all users connected to the Township Collection Facilities and of all permits issued to all persons, corporations, municipalities or other entities who are permitted, after the date of this Agreement, to connect to the Township Collection Facilities.

Township agrees that it will make all of its records available, at reasonable times, for examination by Authority and Authority's Consulting Engineer.

Authority shall have the right to inspect, at all reasonable times, the Township's Collection Facilities or any pumping station or other facility which is a part of the Township's Collection Facilities.

6. MAXIMUM AVERAGE DAILY FLOW.

Authority will accept from Township up to the Maximum Township Capacity which shall equal 360,000 gallons per day.

Township agrees not to issue sewer connection permits, nor to allow anything which will increase the flow beyond the Maximum Township Capacity.

Township shall, at no time, discharge Sewage into the Authority's Collection System at an instantaneous peak flow of in excess of 4.0 times the Township's Maximum Capacity.

7. TREATMENT PLANT.

Authority agrees to receive and treat the Sewage discharged from Township's Collection System provided that such Sewage conforms with the rules and regulations promulgated from time to time by Authority, in its sole discretion, concerning the type sewage and industrial waste acceptable for treatment at the plant.

8. PROHIBITED SEWAGE.

Township agrees that it has enacted or will enact and that it will enforce and keep in effect during the term of this Agreement, an ordinance prohibiting the discharge into the Township Collection Facilities of stormwater, roof downspouts, rain water drainage, surface or subsurface drainage from storm water

inlets, sump pumps, floor drains, or from other direct or indirect sources. Township agrees that it has enacted or will enact and that it will enforce and keep in effect during the term of this Agreement, an ordinance or resolution prohibiting the discharge of any Sewage into the Township Collection Facilities, which Sewage does not comply with the provisions of any now existing or any future Authority rule or regulation regulating the discharge of Sewage within any portion of the Township Collection Facilities. Township further agrees that it will not discharge Sewage from the Township Collection Facilities into the Authority Collection System which:

(A) is prohibited from being discharged into the Authority Collection System, as such specifications of permissible or impermissible characteristics of Sewage reaching the Sewage Treatment Plant may exist from time to time as determined by resolution by Authority, which shall apply equally to all parties discharging Sewage into the Township Collection Facilities and/or the Authority Collection System; or

(B) is prohibited by any regulation of the Department of Environmental Protection or the Environmental Protection Agency or the regulations of any applicable state, federal, or other governmental regulatory body as such regulation may exist from time to time, including any regulations imposing more stringent requirements or conditions on Sewage than are contained in any now existing or any future Authority Resolution, rule or regulation; or

(C) is prohibited by any statutory or regulatory terms or conditions of any existing or future grant or conditions required of Authority to issue bonds to finance construction or replacement or repair of any existing or future portion of the Authority Collection System utilized to convey the Township Sewage, or to finance the construction or replacement or repair of any existing or future portion of the Sewage Treatment Plant or Authority Collection System.

9. INDUSTRIAL WASTE.

Township agrees that it will enact and will enforce during the term of this Agreement, a resolution or ordinance requiring any occupant or owner of property permitted to discharge Industrial Waste into the Township Collection Facilities to provide, at the owner's or occupant's expense, suitable facilities to enable the taking for analysis of Industrial Waste samples by Township or Authority, or their respective Consulting Engineers, at the occupant's or owner's expense. Township further agrees to take such samples as may be required by Authority and to permit the taking of such samples by Authority or its Consulting Engineer.

Township will also provide as part of the Township Collection Facilities, a means for the taking of samples of Sewage being discharged from the Township Collection Facilities into the Authority Collection System and/or the Sewage Treatment Plant. Township will provide access and means such that samples can be taken between the last points of connection of the Township Collection Facilities into the Authority Collection System and/or the Sewage Treatment Plant. Authority may take such samples at such locations for analysis of the Sewage being discharged into the Authority Collection System and/or the Sewage Treatment Plant as Authority, from time to time, may require and Township hereby permits the taking of such samples by Authority or its Consulting Engineers.

Township agrees to promulgate, enact and enforce any resolutions, ordinances and rules and regulations governing acceptance of wastewater standards that are identical to those governing customers of Authority and Borough. All construction related to the Township Collection Facilities shall be in accordance with the recommendations of Township's Consulting Engineer that is at least equal to and consistent with Authority's construction standards and shall, at no time, interrupt or interfere with the operation or efficiency of the Authority Collection System.

10. METERING AND SAMPLING DEVICE AND PUMP STATION.

(A) Metering and Sampling Device. Township will provide for the purchase, rental and maintenance of a meter to measure and record the Sewage from the Township Collection System into the Authority Collection System. The

design, model, selection, purchase, calibration, maintenance, replacement and repair of the meter shall be at the sole expense of Township.

Township shall construct areas in the Township Collection System so as to provide for the metering device, and shall construct said testing areas, all at the sole cost and expense of the Township.

The total gallons of Sewage discharged from the Township Collection Facilities into the Authority Collection System shall be read and recorded, without restriction by Township and/or by Authority.

The Township's meter and sampling device shall be calibrated by Township at least every twelve (12) months for accuracy by an individual or firm.

In the event of failure of any meter and sampling device, repairs shall be made as soon as possible at the sole expense of the Township. In the case of missing or inaccurate flow records due to a faulty meter and sampling device, an estimate of the flow based on recent flow records will be made.

In the event of any discharge by any dwelling unit which does not pass through a Township meter and sampling device, it shall be conclusively presumed that such dwelling unit will utilize and discharge Two Hundred Sixty (260) gallons per day of sewage for each and every day that such dwelling unit is connected.

(B) Pump Station. Township agrees that it will contract directly with PP&L for the power necessary for the proper operation of the Pump Station and the Township will be solely and absolutely responsible for the payment of all electric bills incurred in the operation of the Pump Station.

11. REPAIRS.

Authority agrees to keep and maintain its Treatment Plant, at all times, in good repair and operating condition, and of sufficient capacity for the purpose of this Agreement.

Authority shall have the right to inspect, at its cost, any portion of the Township Collection Facilities that is suspected by Authority to be in a defective or unlawful condition. In the event such a condition is found to exist, Authority shall promptly notify Township and Township shall undertake all measures necessary and appropriate to correct such conditions, at its sole cost and expense.

12. TERM OF AGREEMENT.

The term of this Agreement shall be Twenty (20) years or the length of the Township's loan (required for the construction of the Township Collection Facilities), whichever is greater.

If the Township's loan is for a period of time that extends beyond the year 2024, both the Borough and Authority agree to take all steps necessary in order to extend the term of the Authority for a period of time that, at least, coincides with the term of the Township's loan.

If, after the tenth anniversary of the Starting Date, Township constructs its own sewage treatment plant and/or transmission facilities, which are for the primary purpose of treating and/or transmitting sewage not generated from the Woodside, Youngstown and Highland areas, Township, upon sixty (60) days' notice to Authority, may terminate this Agreement.

13. CHARGES.

(A) Township shall not be required to make any capital contribution to Authority other than as set forth in this Agreement.

(B) Authority shall continue to bill the Township residents and residents of Butler Township on the Township Collection Facilities and collect the monthly sewer rentals from those customers from the date of this Agreement to the "Starting Date".

(C) Township agrees to pay to the Authority during the first five (5) years from the "Starting Date", the sum of Twelve ($12.00) Dollars per month per EDU contingent upon the Township having a minimum of 550 EDU's connected and using the Township's Collection Facilities on the Starting Date.

(D) After the first five (5) years from the "Starting Date", the monthly charge per EDU may be adjusted, but in no case will there ever be less that a Three ($3.00) Dollar per month differential between the Township and Borough residents. (i.e. the Township residents will always pay at least Three ($3.00) Dollars less than the Borough residents).

(E) Commencing on the "Starting Date", the Township will bill all of the Township customers which shall include the Butler residents on the Township Collection Facilities. Authority shall bill the Township monthly for the Township's EDU charge, and Township agrees to pay Authority within (30) days after receipt of the monthly bill.

(F) Although Township has no right to utilize the capacity in excess of its maximum capacity, as defined herein, in the event volume from the Township Collection Facilities exceeds Township's allocated capacity during any quarterly metering period, Township shall be deemed to have rented additional capacity from the Authority equal to the amount of such excess volume. The rental charge shall be computed by dividing the total excess volume by 260 to determine the total extra EDU's and by then multiplying the same by the existing EDU rate established in the preceding paragraphs.

(G) The Authority shall forward to Township a copy of its yearly audit within thirty (30) days after the same has been prepared.

(H) Township shall be required to contribute to or share in the costs of any upgrades, improvements, modifications or other projects of a capital nature to be undertaken by Authority associated with the Sewage Treatment Plant, force main from the existing pump station to the Plant and the existing pump station, which (i) are required pursuant to any case law, statute, regulations, rules, guidelines, permits, approvals and/or other standard or requirement of DEP or any other local, state or federal agencies, or (ii) the Authority determines that certain improvements of a capital nature associated with the Sewage

Treatment Plant, force main and pump station are required, or (iii) the Authority undertakes steps to upgrade or modify the Sewage Treatment Plant, force main and pump station, which undertaking results in costs of construction to be incurred by the Authority, then Township shall pay a proportional share of such costs arising directly from such further upgrading or improvements.

(I) Township's capital contribution to the Authority shall consist of waiving any tap-on fee payable to the Township for the following Freeland Borough properties which are set forth on Exhibit "A", which is attached hereto and made a part hereof. These properties are now and shall continue to be billed by the Authority after the Starting Date, at Borough residents' rate. However, after Starting Date, any new customer connecting to the Township Collection Facilities, regardless of municipal location, will be subject to all Township fees, including but not limited to tap-on fees, and billed by Township at its then current rates.

Township shall not be required to pay costs associated with expanding (but not upgrading) the Sewage Treatment Plant, force main and pump station which will not result in additional allocated capacity to Township.

14. ADDITIONAL CAPACITY.

Township may request increases in its Maximum Township Capacity. If Township desires to discharge in excess of the Maximum Township Capacity, Township shall notify the Authority, in writing, and within sixty (60) days of the receipt of such written notification, Authority shall notify Township, in writing, of its decision regarding same, which decision shall be in the Authority's sole discretion, but which shall not be unreasonably withheld or denied.

15. INTEREST.

If Township does not make full payment to Authority of any of the charges or other payments as provided for in this Agreement, on or before the specified payment date (i.e. thirty (30) days after receipt of the monthly payment), Authority shall give the Township a written five (5) day notice to cure, and

should Township fail to make payment in full within the 5-day cure period, there shall then be added to the amount thereof, a late charge of five (5%) percent of the amount due.

16. LIMITATION ON SERVICE TO FOSTER TOWNSHIP RESIDENTS.

Except for the existing sewage treatment plant, pump station, sewer interceptors and mains owned by the Authority, which are located in Foster Township, nothing in this Agreement shall give the Authority the right to extend its sewer interceptors or mains at anytime from the date of this Agreement into any portion of Foster Township, or in any way collecting and treating sewage generated in Foster Township, without the prior written approval of the Foster Township Supervisors.

17. BAN ON CONNECTIONS.

Upon Township reaching One Hundred (100%) percent of its reserved capacity of 360,000 gallons, Authority shall notify Township, in writing, that Township shall impose an immediate and total prohibition against any new connections and sewer extensions to the Township Collection Facilities, and Township shall not issue any future building permits or other permits that would require connection to the Township Collection Facilities.

18. EFFECT OF THE MAXIMUM CAPACITY BEING EXCEEDED.

In the event that the Maximum Township Capacity is exceeded, Authority shall have the following options:

(A) Require Township to take all legal steps to decrease its flows and/or pollutant loads, such that the Maximum Township Capacity shall not be exceeded. In the event Authority elects this option, Township shall immediately undertake all such steps to decrease the Township flows and shall continuously and vigorously pursue all such steps until the Township flows do not exceed the Maximum Township Capacity.

(B) Authority may lease capacity to Township in its sole and absolute discretion, to the extent Maximum Township Capacity is exceeded.

The rental paid to Authority for such additional capacity shall be determined as set forth in Paragraph 13(F), supra.

(C) Allocate additional capacity to Township by increasing the maximum capacity by an amount which would have been sufficient to have resulted in the maximum capacity not having been exceeded.

(D) Take such other actions as may be legally available to Authority. Authority shall have the right to choose such of the above options as Authority shall deem, in its own best interest. Township shall have no right to require Authority to make any particular choice among the above options. Authority shall have the right to choose one or more of the above options regarding a portion of any amount by which the Maximum Township Capacity is exceeded and to choose another of the above options regarding the remainder.

19. SEPTIC SEWAGE.

Township agrees to take those measures acceptable to Authority which may be necessary to prevent Township's Sewage from becoming septic in their collection facilities or at the point of connection to Authority's Collection System. If such septic sewage conditions do occur following completion of construction, Township will, within sixty (60) days of receipt of written notification from Authority, take additional measures acceptable to Authority which may be necessary to correct this condition. If, after 60 days, the agreed-upon measures have not been completed, Authority may take the necessary measures, charging the full costs thereof to Township. The cost of repair of any damage caused by septic sewage or the replacement of any facility or equipment damage by septic sewage from the Township will be billed directly to Township. Any increased operating costs caused by the septic sewage from Township or preventive measures will be borne entirely by Township and paid for within sixty (60) days.

20. REIMBURSEMENT FOR DAMAGES FROM IMPROPER DISCHARGE.

Township shall pay the cost of any damage to the Treatment Plant or the Authority Collection System resulting from discharge of improper sewage from Township in violation of the above paragraph regarding septic sewage, in violation of the quality standards and restrictions contained herein and in the various Authority's resolutions, rules and regulations, and in violation of any of the terms and conditions of this Agreement. The Township shall pay the cost of any damage to the Treatment Plant, or the Authority's Collection System, resulting from discharge of improper sewage into the Authority Collection System from any customer in the Township in violation of the terms and conditions of this Agreement, the above paragraph regarding septic sewage, and the resolutions, rules and regulations of the Authority.

21. CERTAIN COVENANTS OF TOWNSHIP WITH RESPECT TO OPERATIONS.

Township covenants and agrees that it will do the following at its exclusive expense:

(A) Maintain the Township Metering Device in good repair, working order and condition and in accordance with all manufacturers' specifications, including making all necessary repairs, renewals, calibrations, damage, replacements, improvements and additions as may be needed from time to time.

(B) Employ the services of a certified instrument service company for inspection and calibration for accuracy of the flow meters, recorders and totalizers constituting the Township Metering Device at least annually or more frequently if required for such devices to be kept in good and accurate operation. All field service reports on the inspection and calibration of such devices shall be maintained by Township and shall be available for inspection by Authority and its Consulting Engineer when requested.

(C) Comply with all present and future laws, rules, regulations, permits, orders and requirements lawfully made by the Pennsylvania

Department of Environmental Protection or the Federal Environmental Protection Agency or any other governmental body having jurisdiction.

(D) Comply with all present and future regulations, requirements and procedures adopted by Authority in connection with the operation of the Sewage Treatment Plant which pertain to all Sewage conveyed to the Sewage Treatment Plant and all sources of Sewage conveyed to the Sewage Treatment Plant, including all users within the Borough.

(E) Take all reasonable steps to control and eliminate sources of infiltration and of inflow into the Township Collection Facilities.

(F) Enact all ordinances and resolutions necessary to fulfill and implement all obligations undertaken in this Agreement and will take all steps necessary to enforce all obligations undertaken in this Agreement.

(G) Township covenants and agrees that it will not accept Sewage from any sources or from any user not located in Township, except for those Butler Township residents who are currently on the Township Collection Facilities, which Sewage will be conveyed using the Township Collection Facilities to the Authority Collection System without the prior written approval of Authority. Authority shall have the right to withhold such approval or to grant such approval on such terms as it sees fit. Authority shall have the right to make allocations for such use not located in Township to such user or to a municipality or municipality authority other than Township.

22. BOROUGH AUTHORIZATION.

The Borough hereby authorizes if required and if not required then suggests to the Authority to proceed with the execution and delivery of this Agreement and the undertaking terms and conditions contemplated herein. The Borough specifically disavows that it has any responsibility to authorize the Freeland Municipal Authority to take any action in connection with this Agreement. The Freeland Municipal Authority is an independent organization created by the Freeland Council but which is free of the constraints of the Freeland Council insofar as its powers, duties and responsibilities are defined by

the Municipalities Authorities Act of Pennsylvania and the various rules and regulations of the Municipal Authority. Any legal actions or proceedings appropriate for undertaking by the Freeland Municipal Authority do not require Freeland Borough authorization. The Borough of Freeland will, if necessary, which necessity the Borough expressly negates, enact any resolution or ordinance necessary for the Borough to be a party to this Agreement, including the agreement of the Freeland Borough to appoint an individual recommended by the Foster Township Supervisors to one of the positions as a member of the Board of Directors of the Freeland Municipal Authority. Nothing contained herein shall expressly or impliedly infer that the Borough has any legal responsibility to authorize the terms and conditions or consequences of this Agreement nor does the Borough expressly or impliedly warrant that by the execution of this Agreement, it has assumed any legal responsibility other than the agreement to appoint a Foster representative as a member of the Municipal Authority Board of Directors as contemplated in Paragraph 4 of this Agreement AND the Borough's commitment in Paragraph 12 to extend the term of the Authority, if necessary, for financing purposes so that the Township's life at least coincides with the term of the Township's loan.

23. INSURANCE.

(A) Township shall have Authority added as a named insured or as an additional insured on all policies of liability insurance which Township shall have in effect during the term of this Agreement. Township shall have a waiver of subrogation clause included or added by endorsement to all existing and all future policies of liability insurance which Township shall have in effect during the term of this Agreement. If Township shall have any policy of liability insurance providing contractual liability coverage, such policies shall either be written on a blanket contractual basis or this Agreement shall be specifically listed as a contract covered by such contractual liability coverage.

(B) Authority shall have Township added as a named insured or as an additional insured on all policies of liability insurance which Authority shall have in effect during the term of this Agreement. Authority shall have a waiver of subrogation clause included or added by endorsement to all existing and all future policies of liability insurance which Authority shall have in effect during the term of this Agreement. If Authority shall have any policy of liability insurance

providing contractual liability coverage, such policies shall either be written on a blanket contractual basis or this Agreement shall be specifically listed as a contract covered by such contractual liability coverage.

24. IMDEMNIFICATION BY TOWNSHIP.

Township hereby agrees to indemnify, hold harmless and defend Authority and its respective successors, heirs, agents, assigns, officers, board members, solicitors, Consulting Engineers and employees from and against any and all claims, damages, losses, demands, lawsuits, proceedings and expense (including attorneys' fees, engineering fees, experts' fees, and administrative expenses), arising out of or relating to: (1) any Sewage from the Township Collection Facilities; (2) the Township Collection Facilities, including their maintenance, operation, location, existence, or conditions; (3) this Agreement or any breach or enforcement or lack of enforcement of this Agreement or of any terms of this Agreement; or (4) any activities of Township or of any employee, agent, independent contractor, officer or board member of Township. The above obligations to indemnify, to hold harmless and to defend shall include: (a) any such claims or demands whether or not such shall prove false or shall not be proven or established; (b) any proceedings, whether filed in a court or before any government unit or agency and all proceedings of any nature, whether brought by any government unit or agency or by a private citizen, corporation or other entity; (c) any and all investigation expenses; (d) all civil proceedings and remedies, including civil fines, and all criminal proceedings and fines, sought and secured by any government unit or agency or by anyone; (e) the costs of any remedial clean-up, purification, monitoring or other expense related in whole or in part to the Sewage from the Township Collection Facilities. The obligations of Township to indemnify, to hold harmless and to defend under this paragraph will not apply if in any way the claim, demand, loss or event has been caused in whole or in part by the action, omission, or negligence of Authority, or of any employee, agent, officer, Board member, solicitor, Consulting Engineer or independent contractor of Authority.

25. INDEMNIFICATION BY AUTHORITY.

Authority hereby agrees to indemnify, hold harmless and defend Township and its successors, heirs, agents, assigns, officers, Board members, solicitors, Consulting Engineers and employees from and against any and all claims,

damages, losses, demands, lawsuits, proceedings and expenses (including attorneys' fees, engineering fees, experts' fees and administrative expenses) arising out of or relating to: (1) any sewage from the Authority's Collection Facilities; (2) the Sewage Treatment Plant, including its maintenance, operation, location, existence or conditions; (3) this Agreement or any breach or enforcement or lack of enforcement of this Agreement or of any terms of this Agreement; (4) any activities of Authority or of any employee, agent, independent contractor, officer or Board member of Authority. The above obligations to indemnify, to hold harmless and to defend shall include: (1) any such claims or demands whether or not such shall prove false or shall not be proven or established; (b) any proceeding, whether filed in a court or before any government unit or agency or by a private citizen, corporation or other entity; (c) any and all investigation expenses; (d) all civil proceedings and remedies, including civil fines, and all criminal proceedings and fines, sought and secured by any government unit or agency or by anyone; (e) the costs of any remedial clean-up, purification, monitoring or other expense related in whole or in part to the Treatment Plant. The obligations of Authority to indemnify, to hold harmless and to defend under this paragraph will not apply if any way the claim, demand, loss or event has been caused in whole or in part by the action, omission, or negligence of Township, or of any employee, agent, officer, Board member, solicitor, Consulting Engineer or independent contractor of Township.

26. FORCE MAJEURE.

Notwithstanding any other provision of this Agreement, no party hereto shall be responsible for damages to the other for any failure to comply with this Agreement resulting from an Act of God or riot, sabotage, public calamity, flood, strike, breakdown of the Treatment Plant, or other event beyond its reasonable control. The party having the responsibility for the facilities so affected, however, shall proceed promptly to remedy the consequences of such event, with costs to be shared, if applicable, to the extent provided elsewhere herein.

27. COSTS AND EXPENSES.

The party found to have breached this Agreement shall reimburse the non-breaching parties hereto, for all expenses and costs incurred in any regard, including all attorneys' fees and engineering and other experts' fees, in any action

regarding the enforcement of this Agreement or of any terms or provisions of this Agreement.

28. CAPTIONS AND HEADINGS.

The captions and headings of the paragraphs in this Agreement are for convenience only and such shall neither expand, restrict, control nor affect the meaning or effect or interpretation of any of the terms or provisions of this Agreement.

29. ARBITRATION.

Any disputes arising under this Agreement in connection with the construction or interpretation of the Agreement or the performance or breach of any term or condition in this Agreement shall be submitted to arbitration by any party filing a written demand with the other parties and with the President Judge of the Court of Common Pleas of Luzerne County. The President Judge, upon the request of any party, shall have the authority to select one (1) Arbitrator to hear and decide any said dispute or disputes. The Arbitrator may not reside nor have his office or place of business in Borough or Township. The decision of the Arbitrator shall be binding upon the parties. The Arbitrator's fees and costs shall be borne equally by the parties. In the event the President Judge is unavailable to make such appointment or fails to make such appointment within twenty (20) days of such request for appointment, it shall be referred to such other Luzerne County Judge as may be directed by the Luzerne County Court Administrator. The arbitration proceedings shall be completed with all hearings and a written decision rendered by the Arbitrator within one (1) year of the Court entering an Order appointing such Arbitrator.

30. SEVERABLITY.

Should any one or more of the provisions of this Agreement, for any reason, be held illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Agreement, and this Agreement shall, in such circumstances, be construed and enforced as if such illegal or invalid provisions had not been contained herein.

31. MODIFICATION.

This Agreement may be modified only by a writing, either signed by all parties or by a writing signed by the party against whom the modification is being enforced and only after acceptance of such modification by the other party, which acceptances may be in writing or by conduct evidencing or constituting acceptance. This particular paragraph may not be modified except by a writing signed by all parties.

32. COUNTERPARTS OF THIS AGREEMENT TO BE EFFECTIVE.

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, and be as effective as an original, but all of which together shall constitute but one and the same instrument.

33. COURT ENFORCEMENT OF THIS AGREEMENT.

Any party hereto may seek and obtain preliminary injunctive relief from the Court of Common Pleas of Luzerne County to enforce any provision of this Agreement. The parties hereto agree to submit, and hereby do submit, to the equitable jurisdiction of the Court of Common Pleas of Luzerne County for the purpose of obtaining preliminary injunctive relief with the understanding that any final determination shall be governed pursuant to Paragraph 29 providing for arbitration.

34. ASSIGNMENT AND BINDING EFFECT ON SUCCESSIONS AND ASSIGNS.

This Agreement may be assigned by Authority without the written consent of Township. This Agreement may not be assigned by Township without the express written consent of Authority, except to a municipality authority created by Township. No assignment shall be made except upon the assumption of all obligations and terms of this Agreement, including all overdue or unperformed outstanding obligations, and upon assumption of all responsibility for any part and uncorrected breach of this Agreement. This Agreement shall bind the parties and their successors and assigns.

35. APPLICABLE LAW.

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

36. TERMS OF AGREEMENT.

This Agreement shall be binding on all parties and shall be in effect for the term hereof unless earlier terminated by mutual written consent of all parties hereto.

37. RECORDING.

This Agreement may be recorded by any party hereto.

38. TERMINATION OF PRIOR AGREEMENT.

The Borough, Authority and Township do hereby agree that the Agreement dated September 16, 1970 between the parties hereto shall automatically terminate on the "Starting Date".

39. This Agreement is conditioned upon the Department of Environmental Protection approving the Act 537 amendments of the Borough and Township if required to implement the terms of this Agreement. In addition, this Agreement is conditioned upon the Department of Environmental Protection approving the same.

40. This Agreement is also contingent upon the Township obtaining financing in an amount equal to the total project costs for the construction of the Township Collection Facilities.

IN WITNESS WHEREOF, and intending to be legally bound by this Agreement, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers and have caused their corporate seals to be

affixed and attested by their duly authorized officers.

ATTEST:

Andrew J Blasko
Secretary

BOROUGH OF FREELAND MUNICIPAL AUTHORITY

BY: Paul P. Thomas
Chairman

ATTEST:

Marion Sanderson
Secretary

FREELAND BOROUGH

BY: Lillian Urmanik
President

ATTEST:

James Schlegel
Secretary

FOSTER TOWNSHIP

BY: James Schlegel
Chairman

Vincent A. Hundick

Frank Slaughter

ACKNOWLEDGMENTS

COMMONWEALTH OF PENNSYLVANIA:
SS:
COUNTY OF LUZERNE :

On this, the 8TH day of DECEMBER, 1999, before me, a Notary Public, the undersigned officer, personally appeared PAUL P. THOMAS, who acknowledged himself to be the Chairman of the BOROUGH OF FREELAND MUNICIPAL AUTHORITY, and that he, as such Chairman, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said Borough of Freeland Municipal Authority by himself as Chairman.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notarial Seal
Ann Fagan, Notary Public
Sugarloaf Twp., Luzerne County
My Commission Expires June 10, 2003

COMMONWEALTH OF PENNSYLVANIA:
SS:
COUNTY OF LUZERNE :

On this, the 7th day of February, 2000 ~~1999~~, before me, a Notary Public, the undersigned officer, personally appeared LILLIAN URENOVICH, who acknowledged ~~him~~her self to be the President of Council of FREELAND BOROUGH, and that ~~he~~she, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said Freeland Borough by ~~him~~her self as President.

IN WITNESS WHEREOF, I hereunto set ~~my~~ hand and official seal.

Notarial Seal
James V. Senape, Jr., Notary Public
Freeland Boro, Luzerne County
My Commission Expires May 10, 2000

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA:
SS:
COUNTY OF LUZENE :

On this, the 23rd day of Feb., ~~1999~~ 2000, before me, a Notary Public, the undersigned officer, personally appeared Jones Schell, who acknowledged himself to be the Chairman of FOSTER TOWNSHIP, and that he, as such Chairman, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said Foster Township by himself as Chairman.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARIAL SEAL
ALBERT F. MAIER JR. Notary Public
Freeland, Luzerne County, PA
My Commission Expires JULY 23, 2000

Service Address	Block	Number of Units
403 Fern Street	Freeland Resident/Foster Sewer	1
404 Fern Street	Freeland Resident/Foster Sewer	1
410 Fern Street	Freeland Resident/Foster Sewer	1
450 Fern Street	Freeland Resident/Foster Sewer	1
451 Fern Street	Freeland Resident/Foster Sewer	2
454 Fern Street	Freeland Resident/Foster Sewer	1
456 Fern Street	Freeland Resident/Foster Sewer	1
458 Fern Street	Freeland Resident/Foster Sewer	1
460 Fern Street	Freeland Resident/Foster Sewer	1
984 South Street	Freeland Resident/Foster Sewer	3
501 Cedar Street	Freeland Resident/Foster Sewer	1
505 Cedar Street	Freeland Resident/Foster Sewer	1
519 Cedar Street	Freeland Resident/Foster Sewer	1
521 Cedar Street	Freeland Resident/Foster Sewer	1
529 Cedar Street	Freeland Resident/Foster Sewer	1
537 Cedar Street	Freeland Resident/Foster Sewer	1
619 Cedar Street	Freeland Resident/Foster Sewer	1
	TOTAL NUMBER OF UNITS	20

EXHIBIT A

PAGE DIVIDER

TOK'd
Date: 4-7-16 Initials: MK
Project #: 2010-2617-00
Folder #:

MODIFYING CONTRACT

THIS MODIFYING CONTRACT, made this 14th day of January, 2010, by and between the **Borough of Freeland Municipal Authority**, hereinafter referred to as "Authority", **Freeland Borough**, hereinafter referred to as "Borough", **Foster Township**, hereinafter referred to as "Foster", all of Luzerne County Pennsylvania,

WITNESSETH:

WHEREAS, Authority is the owner and operator of the sewage collection system and treatment plant located in the Borough of Freeland; and

WHEREAS, Township desires to utilize a portion of the Authority's sewage collection system and treatment plant and further desires to reserve and utilize a portion of the capacity of the treatment plant for the sewage that emanates from Foster Township sewers; and

WHEREAS the Authority is desirous of accepting the sewage from premises in Foster Township for transportation through the Authority's sewerage collection system and treatment in the Authority's sewage treatment plant; and

WHEREAS it is necessary for the Borough to be a party to this Agreement insomuch as one of the provisions of this Agreement provides that Freeland Borough Council appoint one Foster Township resident as a member the Authority; and

WHEREAS the Borough is agreeable to being a party to this Agreement primarily for the purpose of indicating its agreement to reserve one position on the Board of Directors of the Authority for a Foster Township recommended appointee as further described in this Agreement; and

WHEREAS, the parties hereto are interested in making additional changes to the Agreement dated December 8, 1999 by virtue of the time has past since its execution.

NOW, THEREFORE, in consideration of the mutual covenants and releases hereinafter contained, and in further consideration of One ($1.00) Dollar in hand to each paid, receipt whereof is hereby acknowledged, the parties hereto agree to the following:

1. Paragraph 1. **DEFINITIONS** is amended to add the following:

> **"EDU"** shall mean an equivalent dwelling unit and will equal 260 gallons of sewage per day."

2. The definition of **"Township Collection Facilities"** set forth in Paragraph 1 (Page 4 and 5) of the original Agreement dated December 8, 1999 is amended by adding at the end the following:

> "It is understood and agreed to by all of the parties hereto that the Township Collection Facilities, as defined above, may be located anywhere within the Township, including but not limited to the Woodside area of Foster Township, Sub-area 5, Highland, Youngstown and Upper Lehigh".

3. Paragraph 2 of the original Agreement dated December 8, 1999 is revoked and in lieu thereof the following is added:

> "2. **CONSTRUCTION.** Township, at its own expense and at no expense to Authority or Borough, shall, during the term of this Agreement, be solely responsible for the construction of the Township Collection Facilities.
>
> Authority shall pay all costs and expenses related to the acquisition, construction, operation and maintenance of the Authority's Collection System.
>
> Notwithstanding the above, the parties hereto agree that Township shall build their pump station on Wyoming Street adjacent to the existing pump station of the Authority. Township shall retain ownership of its new pump station and Authority will retain ownership of its existing pump station. However, Township and Authority agree that the Authority's sewage will flow into the new Township's pump station,

which shall then pump said sewage into the Authority's Collection System. The mechanical and electrical components of the new pump station shall be housed and located in the existing Authority's pump station building and Township and Authority agree that Township's new pump station and the Authority's existing pump station that will house the mechanical and electrical components shall be used by them jointly in the future. Township and Authority agree to execute joint easements, if necessary, providing for their joint use of the new pump station and the rehabilitated Authority pump station.

Notwithstanding anything in this Agreement to the contrary, all the yearly operating expense of the jointly used pumping station including upgrades, repairs and maintenance, shall be divided between Township and Authority on a proportional EDU basis.

Notwithstanding anything in this Agreement to the contrary, the cost of the joint pump station facility, which shall include any rehabilitation work of the existing Authority pump station, but excluding the value of the land owned by the Township and Authority, shall be divided equally between the Township and Authority. Should the Township contribute more than fifty (50%) percent of the total cost authority agrees that it will reimburse Foster the amount exceeding fifty (50%) percent at the time Authority closes on its construction loans."

4. Paragraph 6 of the original Agreement dated December 8, 1999 is modified as follows:

"6. **MAXIMUM AVERAGE DAILY FLOW.**
Authority will accept from Township up to the Maximum Township Capacity which shall equal 390,000 gallons per day.

Township agrees not to issue sewer connection permits, nor to allow anything which will increase the flow beyond the Maximum Township Capacity.

Township shall, at no time, discharge Sewage into the

Authority's Collection System at an instantaneous peak flow of in excess of 4.0 times the Township's Maximum Capacity."

5. The next to the last paragraph in Paragraph 10 (A) of the original Agreement dated December 8, 1999 is deleted and in lieu thereof the following inserted:

"In the event of failure of any meter and sampling devise, repairs shall be made as soon as possible at the sole expense of the Township. In the case of missing or inaccurate flow records due to a faulty meter and sampling devise, an estimate of the flow based on flow records for the preceding 12 months will be made."

6. Paragraph 10 (B) of the original Agreement dated December 8, 1999 is deleted in full and in lieu thereof the following is inserted:

" (B) Pump Station. Except for the pump station on Wyoming Street, which is to be jointly used by Township and Authority, and which has been previously dealt with in Paragraph 2 above, Township agrees that it will contract directly with PP&L for the power necessary for the proper operation of its pump stations and the Township will be solely and absolutely responsible for the payment of all electric bills incurred in the operation of its pump stations."

7. The first Paragraph of Paragraph 11 of the original Agreement dated December 8, 1999 is deleted in full and in lieu thereof the following is inserted:

"7. **REPAIRS.**
Authority agrees to keep and maintain its treatment plant and all components of the Authority's Collection System jointly used by Authority and Township, at all times, in good repair and operation condition, and of sufficient capacity for the purpose of this Agreement."

8. The third paragraph in Paragraph 12 of the original Agreement dated December 8, 1999 is deleted in full and in lieu thereof the following is inserted:

"If, after the tenth anniversary of the Starting Date, Township constructs its own sewage treatment plant and/or transmission facilities, which are for the primary purpose of treating and/or transmitting sewage not generated from the Woodside, Youngstown, Highland and Upper Lehigh areas, Township, upon sixty (60) days' notice to Authority, may terminate this Agreement."

9. The following sub-paragraphs of Paragraph 13 of the original Agreement dated December 8, 1999 are deleted in full and in lieu thereof the following is inserted:

"13. **CHARGES.**

(C) Township agrees to pay to the Authority from the "Starting Date" to the date when the Authority's Engineer certifies that the construction of the Authority's upgrades have been completed and approved by DEP the sum of $17.00 Dollars per month per EDU.

(D) After the Authority's upgrades have been certified as completed and approved by DEP, the monthly charge per EDU maybe adjusted by the Authority, but in no case will there be less than an Eight ($8.00) Dollar per month differential between the Township and Borough residents (i.e. the Township residents will always pay at least Eight ($8.00) Dollars less than the Borough residents).

(E) Commencing on the "Starting Date" the Township will bill all of the Township customers which shall include but is not limited to, the charge per EDU imposed by Authority pursuant to the proceeding paragraphs. Township shall bill Butler monthly for the Butler residents to use the Township Collection Facilities to transport their sewage to the Authority's Sewage Treatment Plant for treatment. Authority shall bill the Township and Butler monthly for said EDU charge and Township and Butler agree to pay Authority within thirty (30) days after the receipt of the monthly bill.

(H) Township shall be required to contribute to or share in the costs of any upgrades, improvements, modifications or other projects of a capital nature to be undertaken by Authority associated with the Sewage Treatment Plant, force main from the Wyoming Street pump station to the Plant and the Wyoming Street pump station, which (i) required pursuant to any case law, statute, regulations, rules, guidelines, permits, approvals and/or other standard or requirement of DEP or any other local, state or federal agencies, or (ii) the Authority determines that certain improvements of a capital nature associated with the Sewage Treatment Plant, force main and pump station are required for the proper operation of the Sewage Treatment Plant, force main and pump station.

10. Paragraph 15 of the original Agreement dated December 8, 1999 is deleted in full and in lieu thereof the following is inserted:

"15. **INTEREST.**
If Township does not make full payment to Authority of any of the charges or other payments as provided for in this Agreement, on or before the specified payment date (i.e. thirty (30) days after receipt of the monthly payment), Authority shall give the Township a written five (5) day notice to cure, and should Township fail to make payment in full within the 5-day cure period, there shall then be added to the amount thereof, interest in the same amount as Foster's then current debt service interest rate, and if none, then six (6%) percent legal interest."

11. Paragraph 17 of the original Agreement dated December 8, 1999 is amended by changing "360,000" gallons to "390,000" gallons.

12. Paragraph 21 of the original Agreement dated December 8, 1999 is amended by making the word "Devise" plural in sub-paragraphs (A) and (B).

13. Paragraph 21 (G) of the original Agreement is amended by deleting the phrase "except for those Butler Township residents who are currently on the Township Collection facilities," and inserting in lieu thereof "except for those Butler Township residents who are located in the Butler Terrace and Upper Lehigh areas of Butler Township who are on the Township Collection Facilities,".

14. Paragraph 23 of the original Agreement dated December 8, 1999 is deleted in full and in lieu thereof the following is inserted:

"23. **INSURANCE.**
(A) Township shall have Authority added as a named insured or as an additional insured on all policies of liability insurance which Township shall have in effect with respect to the operation and/or maintenance of the Township Collection Facilities during the term of this Agreement.

(B) Authority shall have the Township added as a named insured or as an additional insured on all policies of liability insurance which Authority shall have in effect with respect to the operation and/or maintenance of the Authority's Collection System and Sewage Treatment Plant during the term of this Agreement."

15. Paragraph 25 of the original Agreement dated December 8, 1999 is amended by deleting sub-paragraph (2) and in lieu thereof inserting the following:

"25. **INDEMNIFICATION BY AUTHORITY.**
(2) the Authority's Collection Facilities and Sewage Treatment Plant, including their maintenance, operation, location, existence or conditions;"

16. Paragraph 34 of the original Agreement is hereby deleted in full and in lieu thereof the following is inserted:

"34. **ASSIGNMENT AND BINDING EFFECT ON SUCCESSIONS AND ASSIGNS.**
This Agreement may be assigned by Authority and Township without the written consent of the other. No assignment shall be made except upon the assumption of all obligations and terms of this Agreement, including all overdue or unperformed outstanding obligations, and upon assumption of all responsibility for any part and uncorrected breach of this Agreement. This Agreement shall bind the parties and their successors and assigns."

17. Paragraph 38 of the original Agreement dated December 8, 1999 is deleted in full and in lieu thereof the following is inserted:

> " 38. **TERMINATION OF PRIOR AGREEMENT.** The Borough, Authority and Township do hereby agree that the Agreement dated September 16, 1970 between the parties hereto shall automatically terminate on December 8, 1999."

18. Paragraph 39 of the original Agreement dated December 8, 1999 is deleted in full and in lieu thereof the following is inserted:

> "39. This Agreement is conditioned upon the Department of Environmental Protection approving the Act 537 Amendments of the Borough and Township if required to implement the terms of this Agreement. In addition, this Agreement is conditioned upon approval by both the Department of Environmental Protection and PennVest."

19. A new Paragraph 41 is added to read as follows:

> "41. The Modifying Contract dated November 6, 2000 is hereby terminated and of no further effect.

20. All of the other terms, conditions, and stipulations, as contained in the original Agreement, dated December 8, 1999, shall remain in full force and effect and without any change or modification whatsoever, except only as provided for above.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written.

ATTEST :

Secretary

BOROUGH OF FREELAND MUNICIPAL AUTHORITY

Chairman

ATTEST :

Secretary

FREELAND BOROUGH

Chairman

ATTEST :

Secretary

FOSTER TOWNSHIP

Chairman

APPENDIX C

AGREEMENT, AS AMENDED, DATED MARCH 23, 2005, BY AND AMONG FOSTER TOWNSHIP, THE BOROUGH OF FREELAND MUNICIPAL AUTHORITY, FREELAND BOROUGH AND BUTLER TOWNSHIP

Agreement dated March 23, 2005, was modified by Modifying Contracts March 19 and May 11, 2009 (identical agreements dated differently). On December 14, 2009, the March 23, 2005 Agreement was further modified. It incorrectly identifies the March 19, 2009 Modifying Contract as May 19, 2009.

Pennsylvania-American has requested fully executed copies of the May 11 and December 14, 2009 Modifying Contracts.

AGREEMENT

THIS AGREEMENT, made this 23 day of March, 2005, between the **BOROUGH OF FREELAND MUNICIPAL AUTHORITY,** hereinafter referred to as "Authority", **FREELAND BOROUGH,** hereinafter referred to as "Borough", **FOSTER TOWNSHIP,** hereinafter referred to as "Foster", and **BUTLER TOWNSHIP**, hereinafter referred to as "Butler", all of Luzerne County, Pennsylvania.

WITNESSETH:

WHEREAS, Authority is the owner and operator of the sewage collection system and treatment plant located in the Borough of Freeland; and

WHEREAS, Foster is the owner and operator of a sewage collection system in various areas of Foster Township; and

WHEREAS, Butler desires to utilize a portion of Foster's sewage collection system as well as a portion of the Authority's sewage collection system and treatment plant to collect and treat sewage from the Butler Terrace section of Butler Township, said area being more particularly shown on the map attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, Foster agrees to allow Butler to use a portion of its sewage collection system to transport its (Butler's) sewage to the Authority's sewage collection system; and

WHEREAS, the Authority is desirous of accepting the sewage from the Butler Terrace area of Butler Township for transportation through the Authority sewer collection system and treatment in the Authority's sewage treatment plant; and

WHEREAS, Foster, Authority and Butler desire that the Borough be a party to this Agreement for the sole purpose of approving this arrangement and agreeing to extend the term of the Authority if necessary; and

NOW, THEREFORE, the parties, intending to be legally bound hereby, agree as follows:

1. DEFINITIONS.

"Authority" shall mean the Borough of Freeland Municipal Authority, a municipal authority existing under the laws of the Commonwealth of Pennsylvania, having its principal office at 711 Birkbeck Street, Freeland, PA 18224.

"Authority Collection System" shall mean the Sewage collection and transportation system facilities owned by Authority and/or Borough and located in the Borough.

"Average Daily Flow" for a specified period of time shall be calculated by dividing the total measured aggregate gallonage of sewage flow during the period in question by the number of days in such period.

"Borough" shall mean the Borough of Freeland, a Borough existing under the laws of the Commonwealth of Pennsylvania, having its principal office at Centre & Walnut Streets, Freeland, PA 18224.

"Butler" shall mean Butler Township, a second class Township existing under the laws of the Commonwealth of Pennsylvania, having a mailing address of 415 West Butler Drive, Drums, PA 18222.

"Capital Contribution" means a one-time capital contribution payable to Authority by Butler for its use of the existing assets of the Borough of Freeland Municipal Authority sewage collection system and treatment plant, which will continue to be used to and for the benefit of Township.

"Consulting Engineer" means an engineer or engineering firm, registered in Pennsylvania and qualified to render professional opinions on sewage engineering questions, employed from time to time by the party to whom reference is made in connection with such term. At the present time, the Consulting Engineer for the Authority is Borton Lawson Engineering. Michael J. Pasonick, Jr., Inc. is Consulting Engineer for Foster and Alfred Benesch and Company is the Consulting Engineer for Butler. All parties are free to employ

any other engineer as and when they see fit without consulting with, and without the approval of, the other parties.

"Domestic Sewage" shall mean sewage waste consisting of the normal water-carried household waste.

"Fiscal Year" shall mean a calendar year.

"GAAP" shall mean Generally Accepted Accounting Principles, as such shall be recognized by Certified Public Accountants, from time to time.

"GPD" shall mean gallons of sewage discharged during a 24-hour period, commencing 12:00 noon, prevailing time, on any particular calendar day, and ending 12:00 noon, prevailing time, the following calendar day.

"Industrial Waste" shall mean the liquid waste from industrial or commercial processes, including all such wastes other than Domestic Sewage.

"Maximum 30-Day Flow" shall mean the total gallons or flow of sewage discharged by the Township sewage collection system into the Authority collection and treatment system during any consecutive 30-day period divided by 30.

"Maximum Foster Capacity" shall mean the maximum Average Daily Flow (as defined above) of Sewage which is permitted to be discharged by Foster into the Authority Collection System and/or the Sewage Treatment Plant. This includes all Sewage flow, whether or not passing through an Authority and/or Foster Metering Device and includes all presently existing and future Sewage flows and connections originating from Foster but specifically excepts all sewage flow from Butler Terrace.

"Municipality" or **"Municipalities"** shall mean Township and/or the Borough, individually or collectively, as the case may be.

"Butler Collection Facilities" shall mean the sewage collection and transportation system facilities owned by Butler and located in the "Butler Terrace" area as shown on Exhibit "A"

"Butler Terrace" shall mean that area located in Butler Township as shown on Exhibit "A".

"Projects of a Capital Nature" means new and additional property chargeable to Sewage Treatment Plant or equipment account under sound accounting or engineering practice; provided, however, that the term "Projects of a Capital Nature" shall not include property acquired or constructed by the Authority from funds contributed or advanced by users, developers or other persons.

"Proportional Share", unless indicated herein to the contrary, shall be the prorata share of each Municipality's EDU's relative to the total of the EDU's.

"Sewage" shall mean Domestic Sewage and Industrial Waste.

"Sewage Treatment Plant" means the sewage treatment and disposal facilities known as the Freeland Sewage Treatment Plant which are owned by Authority and located in Foster Township, being the facilities at which Sewage conveyed by Authority and customers of Authority is treated, as the same be, from time to time, expanded, changed and upgraded.

"Starting Date" shall mean the date when the Butler Township's Engineer certifies that the construction of the Butler Township Collection Facilities is completed and ready to begin transmission of Sewage to the Authority's sewage treatment plant.

"Foster" shall mean Foster Township, a second class township existing under the laws of the Commonwealth of Pennsylvania, having a mailing address of PO Box 465, Freeland, PA 18224.

"Foster Collection Facilities" shall mean all collection sewers, laterals, house lines, interceptors, manholes, force mains, pumping stations and all other private and public sewage collection and transportation facilities now existing or which may exist from time to time in the future and which are located in Foster Township, which convey in any manner, either directly or indirectly, any Sewage originating in Foster or coming from those Butler residents who are, as of the date

of this Agreement, on a Foster sewer line and billed by the Authority, which ultimately reach the Sewage Treatment Plant through Authority's Collection System.

"Butler Metering Device" shall mean the metering device or devices, which will measure and record the rate of flow or the quantity of flow, or both, discharged from the Butler Collection Facilities into the Foster Collection Facilities.

2. CONSTRUCTION.

Butler, at its own expense and at no expense to Foster, Authority or Borough, shall, during the term of this Agreement, be solely responsible for the construction of the Butler Collection Facilities.

Authority shall pay all costs and expenses related to the acquisition, construction, operation, enlargement and maintenance of the Authority's Collection System and Sewage Treatment Plant and Foster shall pay all costs and expenses related to the construction, operation and maintenance of the Foster Collection Facilities.

3. OWNERSHIP OF FACILITIES.

Upon satisfactory completion of the Foster Collection Facilities, Foster Township shall own its Collection Facilities.

Upon satisfactory completion of the Butler Collection Facilities, Butler Township shall own its Collection Facilities - excepting for any facilities constructed in Foster, which shall become the property of Foster upon completion.

Authority shall own the Authority's Collection System and Sewage Treatment Plant.

No payments made pursuant to any provisions of this Agreement by Foster or Butler to Authority shall entitle either Foster or Butler to any ownership of any portion of, or any interest in, the Authority Collection System and/or Sewage Treatment Plant, as the same may exist from time to time, or any part thereof.

Butler agrees that it will not permit the use of the facilities constructed by Butler by any other Municipality or Authority, except as provided herein.

4. PERMIT REQUIRED FOR CONNECTIONS; RECORDS AND INSPECTIONS.

Butler agrees that no person, firm, corporation, municipality or any other entity shall install or make connections to the Butler Collection Facilities without first obtaining a permit to do so from Butler Township.

Butler further agrees that it will keep during the entire duration of this Agreement, a complete record of all users connected to the Butler Collection Facilities and of all permits issued to all persons, corporations, municipalities or other entities who are permitted, after the date of this Agreement, to connect to the Butler Collection Facilities.

Butler agrees that it will make all of its Butler Terrace records available, at reasonable times, for examination by Authority and Authority's Consulting Engineer, and Foster or its Consulting Engineer.

Authority and Foster shall have the right to inspect, at all reasonable times, the Butler Collection Facilities or any pumping station or other facility which is a part of the Butler Terrace Collection Facilities.

5. ACCEPTANCE OF SEWAGE.

Authority will accept from Butler all of the Sewage generated from the Butler Terrace area of Butler Township and Foster agrees to allow said Sewage to flow into and be transported and conveyed through the Foster Collection Facilities to the Authority Collection Facilities, at the cost and subject to all of the conditions as set forth in this Agreement.

The sewage originating in Butler and flowing through the Foster Sewage Collection System shall in no way reduce or be counted as a part of the Foster Maximum Average Daily Flow of 390,000 gallons. In order to accurately ascertain the Foster Maximum Average Daily Flow Authority agrees to deduct from the total metered gallonage as shown and recorded at the Foster Township

metering station. The sum of 360 gallons per day for each and every EDU connected to the Butler Terrace Collection Facilities.

Butler shall, at no time, discharge Sewage into the Foster and/or Authority's Collection System at an instantaneous peak flow in excess of 4.0 times the Foster's Maximum Capacity of 390,000 gallons per day.

6. TREATMENT PLANT.

Foster and Authority agree to receive and treat the Sewage originating in Butler Terrace and discharged from the Butler Collection Facilities provided that such Sewage conforms with the rules and regulations promulgated from time to time by Foster and Authority, in their sole discretion, concerning the type sewage and industrial waste acceptable for treatment at the plant.

7. PROHIBITED SEWAGE.

Butler agrees that it has enacted or will enact and that it will enforce and keep in effect during the term of this Agreement, an ordinance prohibiting the discharge into the Foster Collection Facilities and Authority Collection System of stormwater, roof downspouts, rain water drainage, surface or subsurface drainage from storm water inlets, sump pumps, floor drains, or from other direct or indirect sources. Butler agrees that it has enacted or will enact and that it will enforce and keep in effect during the term of this Agreement, an ordinance or resolution prohibiting the discharge of any Sewage into the Foster Collection Facilities, which Sewage does not comply with the provisions of any now existing or any future Authority rule or regulation regulating the discharge of Sewage within any portion of the Foster Collection Facilities. Butler further agrees that it will not discharge Sewage from the Butler Collection Facilities into the Foster Collection System or the Authority Collection System which:

(A) is prohibited from being discharged into the Authority Collection System, as such specifications of permissible or impermissible characteristics of Sewage reaching the Sewage Treatment Plant may exist from time to time as determined by resolution by Authority, which shall apply equally to all parties discharging Sewage into the Butler Collection Facilities, Foster Collection Facilities and/or the Authority Collection System; or

(B) is prohibited by any regulation of the Department of Environmental Protection or the Environmental Protection Agency or the regulations of any applicable state, federal, or other governmental regulatory body as such regulation may exist from time to time, including any regulations imposing more stringent requirements or conditions on Sewage than are contained in any now existing or any future Authority Resolution, rule or regulation; or

(C) is prohibited by any statutory or regulatory terms or conditions of any existing or future grant or conditions required of Foster and/or Authority to issue bonds to finance construction or replacement or repair of any of their existing or future portion of their Collection Systems utilized to convey the Butler Sewage, or to finance the construction or replacement or repair of any existing or future portion of the Sewage Treatment Plant.

8. INDUSTRIAL WASTE.

Butler agrees that it will enact and will enforce during the term of this Agreement, a resolution or ordinance requiring any occupant or owner of property permitted to discharge Industrial Waste into the Butler Collection Facilities to provide, at the owner's or occupant's expense, suitable facilities to enable the taking for analysis of Industrial Waste samples by Foster or Authority, or their respective Consulting Engineers, at the occupant's or owner's expense. Butler further agrees to take such samples as may be required by Foster or Authority and to permit the taking of such samples by Foster or Authority or their Consulting Engineers.

Butler will also provide as part of the Butler Collection Facilities, a means for the taking of samples of Sewage being discharged from the Butler Collection Facilities into the Foster and Authority Collection Systems and/or the Sewage Treatment Plant. Butler will provide access and means such that samples can be taken at the point of connection of the Butler Collection Facilities to the Foster Collection System. Foster and Authority may take such samples at such locations for analysis of the Sewage being discharged into the Foster Collection System as Foster and Authority, from time to time, may require and Butler hereby permits the taking of such samples by Foster and Authority or their Consulting Engineers.

Butler agrees to promulgate, enact and enforce any resolutions, ordinances and rules and regulations governing acceptance of wastewater standards that are identical to those governing customers of Foster and Authority. All construction related to the Butler Collection Facilities shall be in accordance with the recommendations of Butler's Consulting Engineer that is at least equal to and consistent with Foster and Authority's construction standards and shall, at no time, interrupt or interfere with the operation or efficiency of the Foster and Authority Collection Systems.

9. DEFECTIVE OR UNLAWFUL CONDITION.

Foster and Authority shall have the right to inspect, at its cost, any portion of the Butler Terrace Collection Facilities that is suspected by Foster or Authority to be in a defective or unlawful condition. In the event such a condition is found to exist, Foster and/or Authority shall promptly notify Butler and Butler shall undertake all measures necessary and appropriate to correct such conditions, at its sole cost and expense.

10. TERM OF AGREEMENT.

The term of this Agreement shall be Twenty (20) years or the length of the Butler's loan (required for the construction of the Butler Collection Facilities), whichever is greater.

If the Butler's loan is for a period of time that extends beyond the year 2024, both the Borough and Authority agree to take all steps necessary in order to extend the term of the Authority for a period of time that, at least, coincides with the term of the Butler's loan.

11. CHARGES.

(A) Butler shall not be required to make any capital contribution to Authority or Foster other than as set forth in this Agreement.

(B) Authority shall continue to directly bill the residents of Butler Township which presently discharge into the Foster Collection Facilities and collect the monthly sewer rentals from those customers from the date of this Agreement to the "Starting Date".

(C) Foster shall continue to directly bill the residents of Butler Township which presently discharge into the Foster Collection Facilities and collect the quarterly repair and maintenance charges from those customers from the date of this Agreement to the "Starting Date".

(D) Butler agrees to pay to the Authority from the "Starting Date", the sum of _____ ($) Dollars per month per EDU, as those charges may be changed from time to time by Authority.

(E) Butler agrees to pay Foster from the "Starting Date" the same charges per EDU per month that are paid by the Foster residents to Foster, as those charges may be changed from time to time by Foster.

(F) Commencing on the "Starting Date" Authority will bill Butler monthly for the charges provided for in Paragraph 11(c), and Butler agrees to pay Authority within (30) days after receipt of the monthly bill.

(G) Commencing on the "Starting Date", Foster will bill Butler quarterly for the charges provided for in Paragraph 11(D) and Butler agrees to pay Foster within thirty (30) days after receipt of the monthly bill.

(H) The Authority shall forward to Butler a copy of its yearly audit within thirty (30) days after the same has been prepared.

(I) Butler shall be required to contribute to or share in the costs, to the same extent, and in an equivalent amount as other users or customers of the Authority's Sewage Treatment Plant, in the form of rate increases, for any upgrades, improvements, modifications or other projects of a capital nature to be undertaken by Authority associated with the Sewage Treatment Plant, force main from the existing pump station to the Plant and the existing pump station, which (i) are required pursuant to any case law, statute, regulations, rules, guidelines, permits, approvals and/or other standard or requirement of DEP or any other local, state or federal agencies, or (ii) the Authority determines that certain improvements of a capital nature associated with the Sewage Treatment Plant, force main and pump station are required, or (iii) the Authority undertakes steps to upgrade or modify the Sewage Treatment Plant, force main and pump station, which undertaking results in costs of construction to be incurred by the Authority, then Butler shall pay an

increased monthly charge, equivalent to other users of the Sewage Treatment Plant, in order to share such further upgrading or improvements.

(J) Butler shall be required to contribute to or share in the costs, to the same extent and in an equivalent amount as other users or customers of the Foster Collection Facilities, in the form of rate increases, for any upgrades, improvements, modifications or other projects of a capital nature to be undertaken by Foster associated with the Foster Collection Facilities which (i) are required pursuant to any case law, statute, regulations, rules, guidelines, permits, approvals and/or other standard or requirement of DEP or any other local, state or federal agencies, or (ii) Foster determines that certain improvements of a capital nature associated with the Foster Collection Facilities are required, or (iii) Foster undertakes steps to upgrade or modify the Foster Collection Facilities, which undertaking results in costs of construction to be incurred by the Foster, then Butler shall pay an increased monthly charge, equivalent to other users of the Foster Collection Facilities, in order to share such further upgrading or improvements.

(K) Butler shall not be required to pay costs associated with expanding (but not upgrading) the Sewage Treatment Plant, force main and pump station which will not result in an allocated capacity to Butler.

12. INTEREST.

If Butler does not make full payment to Foster or the Authority of any of the charges or other payments as provided for in this Agreement, on or before the specified payment date (i.e. thirty (30) days after receipt of the monthly payment), Foster and/or the Authority shall give Butler a written five (5) day notice to cure, and should Butler fail to make payment in full within the 5-day cure period, there shall then be added to the amount thereof, a late charge of five (5%) percent of the amount due.

13. SEPTIC SEWAGE.

Butler agrees to take those measures acceptable to Authority and/or Foster which may be necessary to prevent Butler's Sewage from becoming septic in their collection facilities or at the point of connection to Foster's Collection Facilities. If such septic sewage conditions do occur following completion of construction, of Butler's Collection Facilities, Butler will, within sixty (60) days of receipt of written notification from Authority or Foster, take additional measures acceptable to Authority and Foster which may be necessary to correct

this condition. If, after 60 days, the agreed-upon measures have not been completed, Authority and/or Foster may take the necessary measures, charging the full costs thereof to Butler. The cost of repair of any damage caused by septic sewage or the replacement of any facility or equipment damage by septic sewage from Butler will be billed directly to Butler. Any increased operating costs caused by the septic sewage from Butler or preventive measures will be borne entirely by Butler and paid for within sixty (60) days.

14. REIMBURSEMENT FOR DAMAGES FROM IMPROPER DISCHARGE.

Butler shall pay the cost of any damage to the Sewage Treatment Plant or the Authority Collection Facilities or the Foster Collection Facilities resulting from discharge of improper sewage from Butler in violation of the above paragraph regarding septic sewage, in violation of the quality standards and restrictions contained herein and in the various Authority's resolutions, rules and regulations, and in violation of any of the terms and conditions of this Agreement. Butler shall pay the cost of any damage to the Sewage Treatment Plant, or the Authority's Collection Facilities or Foster Collection Facilities, resulting from discharge of improper sewage into the Foster and Authority Collection Facilities from any customer in Butler in violation of the terms and conditions of this Agreement, the above paragraph regarding septic sewage, and the resolutions, rules and regulations of the Authority.

15. CERTAIN COVENANTS OF BUTLER WITH RESPECT TO OPERATIONS.

Butler covenants and agrees that it will do the following at its exclusive expense:

(A) Comply with all present and future laws, rules, regulations, permits, orders and requirements lawfully made by the Pennsylvania Department of Environmental Protection or the Federal Environmental Protection Agency or any other governmental body having jurisdiction.

(B) Comply with all present and future regulations, requirements and procedures adopted by Foster and Authority in connection with the operation of the Sewage Treatment Plant which pertain to all Sewage conveyed to the Sewage Treatment Plant and all sources of Sewage

conveyed to the Sewage Treatment Plant, including all users within the Borough.

(C) Take all reasonable steps to control and eliminate sources of infiltration and of inflow into the Butler Collection Facilities.

(D) Enact all ordinances and resolutions necessary to fulfill and implement all obligations undertaken in this Agreement and will take all steps necessary to enforce all obligations undertaken in this Agreement.

(E) Butler covenants and agrees that it will not accept Sewage from any sources or from any user not located in Butler, which Sewage will be conveyed using the Foster Collection Facilities to the Authority Collection System without the prior written approval of both Foster and Authority. Foster and Authority shall have the right to withhold such approval or to grant such approval on such terms as it sees fit.

16. BOROUGH AUTHORIZATION.

The Borough hereby authorizes if required and if not required then suggests to the Authority to proceed with the execution and delivery of this Agreement and the undertaking terms and conditions contemplated herein. The Borough of Freeland will, if necessary, which necessity the Borough expressly negates, enact any resolution or ordinance necessary for the Authority to carry out the terms of this Agreement. Nothing contained herein shall expressly or impliedly infer that the Borough has any legal responsibility to authorize the terms and conditions or consequences of this Agreement nor does the Borough expressly or impliedly warrant that by the execution of this Agreement, it has assumed any legal responsibility other than the Borough's commitment in Paragraph 10 to extend the term of the Authority, if necessary, for financing purposes so that the Authority's life at least coincides with the term of the Butler's loan.

17. INSURANCE.

(A) Butler shall have Foster and Authority added as a named insured or as an additional insured on all policies of liability insurance which Butler shall have in effect during the term of this Agreement. Butler shall have a waiver of subrogation clause included or added by endorsement to all existing and all future

policies of liability insurance which Butler shall have in effect during the term of this Agreement. If Butler shall have any policy of liability insurance providing contractual liability coverage, such policies shall either be written on a blanket contractual basis or this Agreement shall be specifically listed as a contract covered by such contractual liability coverage.

(B) Authority and Foster shall have Butler added as a named insured or as an additional insured on all policies of liability insurance which Authority and Foster shall have in effect during the term of this Agreement. Authority and Foster shall have a waiver of subrogation clause included or added by endorsement to all existing and all future policies of liability insurance which Authority and Foster shall have in effect during the term of this Agreement. If Authority and Foster shall have any policy of liability insurance providing contractual liability coverage, such policies shall either be written on a blanket contractual basis or this Agreement shall be specifically listed as a contract covered by such contractual liability coverage.

18. IMDEMNIFICATION BY BUTLER.

Butler hereby agrees to indemnify, hold harmless and defend Foster and Authority and their respective successors, heirs, agents, assigns, officers, board members, solicitors, Consulting Engineers and employees from and against any and all claims, damages, losses, demands, lawsuits, proceedings and expense (including attorneys' fees, engineering fees, experts' fees, and administrative expenses), arising out of or relating to: (1) any Sewage from the Butler Collection Facilities; (2) the Butler Collection Facilities, including their maintenance, operation, location, existence, or conditions; (3) this Agreement or any breach or enforcement or lack of enforcement of this Agreement or of any terms of this Agreement; or (4) any activities of Butler or of any employee, agent, independent contractor, officer or board member of Butler. The above obligations to indemnify, to hold harmless and to defend shall include: (a) any such claims or demands whether or not such shall prove false or shall not be proven or established; (b) any proceedings, whether filed in a court or before any government unit or agency and all proceedings of any nature, whether brought by any government unit or agency or by a private citizen, corporation or other entity; (c) any and all investigation expenses; (d) all civil proceedings and remedies, including civil fines, and all criminal proceedings and fines, sought and secured by any government unit or agency or by anyone; (e) the costs of any remedial clean-up, purification, monitoring or other expense related in whole or in part to

the Sewage from the Butler Collection Facilities. The obligations of Butler to indemnify, to hold harmless and to defend under this paragraph will not apply if in any way the claim, demand, loss or event has been caused in whole or in part by the action, omission, or negligence of Foster and/or Authority, or of any employee, agent, officer, Board member, solicitor, Consulting Engineer or independent contractor of Foster and/or Authority.

19. INDEMNIFICATION BY AUTHORITY AND FOSTER.

Foster and Authority hereby agrees to indemnify, hold harmless and defend Butler and its successors, heirs, agents, assigns, officers, Board members, solicitors, Consulting Engineers and employees from and against any and all claims, damages, losses, demands, lawsuits, proceedings and expenses (including attorneys' fees, engineering fees, experts' fees and administrative expenses) arising out of or relating to: (1) any sewage from the Authority's Collection Facilities and/or Foster's Collection Facilities; (2) the Sewage Treatment Plant, including its maintenance, operation, location, existence or conditions; (3) this Agreement or any breach or enforcement or lack of enforcement of this Agreement or of any terms of this Agreement; (4) any activities of Authority or of any employee, agent, independent contractor, officer or Board member of Foster and/or Authority. The above obligations to indemnify, to hold harmless and to defend shall include: (1) any such claims or demands whether or not such shall prove false or shall not be proven or established; (b) any proceeding, whether filed in a court or before any government unit or agency or by a private citizen, corporation or other entity; (c) any and all investigation expenses; (d) all civil proceedings and remedies, including civil fines, and all criminal proceedings and fines, sought and secured by any government unit or agency or by anyone; (e) the costs of any remedial clean-up, purification, monitoring or other expense related in whole or in part to the Treatment Plant. The obligations of Foster and/or Authority to indemnify, to hold harmless and to defend under this paragraph will not apply if any way the claim, demand, loss or event has been caused in whole or in part by the action, omission, or negligence of Butler, or of any employee, agent, officer, Board member, solicitor, Consulting Engineer or independent contractor of Butler.

20. FORCE MAJEURE.

Notwithstanding any other provision of this Agreement, no party hereto shall be responsible for damages to the other for any failure to comply with this

Agreement resulting from an Act of God or riot, sabotage, public calamity, flood, strike, breakdown of the Treatment Plant, or other event beyond its reasonable control. The party having the responsibility for the facilities so affected, however, shall proceed promptly to remedy the consequences of such event, with costs to be shared, if applicable, to the extent provided elsewhere herein.

21. COSTS AND EXPENSES.

The party found to have breached this Agreement shall reimburse the non-breaching parties hereto, for all expenses and costs incurred in any regard, including all attorneys' fees and engineering and other experts' fees, in any action regarding the enforcement of this Agreement or of any terms or provisions of this Agreement.

22. CAPTIONS AND HEADINGS.

The captions and headings of the paragraphs in this Agreement are for convenience only and such shall neither expand, restrict, control nor affect the meaning or effect or interpretation of any of the terms or provisions of this Agreement.

23. ARBITRATION.

Any disputes arising under this Agreement in connection with the construction or interpretation of the Agreement or the performance or breach of any term or condition in this Agreement shall be submitted to arbitration by any party filing a written demand with the other parties and with the President Judge of the Court of Common Pleas of Luzerne County. The President Judge, upon the request of any party, shall have the authority to select one (1) Arbitrator to hear and decide any said dispute or disputes. The Arbitrator may not reside nor have his office or place of business in Borough, Foster or Butler. The decision of the Arbitrator shall be binding upon the parties. The Arbitrator's fees and costs shall be borne equally by the parties. In the event the President Judge is unavailable to make such appointment or fails to make such appointment within twenty (20) days of such request for appointment, it shall be referred to such other Luzerne County Judge as may be directed by the Luzerne County Court Administrator. The arbitration proceedings shall be completed with all hearings and a written decision rendered by the Arbitrator within one (1) year of the Court entering an Order appointing such Arbitrator.

24. SEVERABLITY.

Should any one or more of the provisions of this Agreement, for any reason, be held illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Agreement, and this Agreement shall, in such circumstances, be construed and enforced as if such illegal or invalid provisions had not been contained herein.

25. MODIFICATION.

This Agreement may be modified only by a writing, either signed by all parties or by a writing signed by the party against whom the modification is being enforced and only after acceptance of such modification by the other party, which acceptances may be in writing or by conduct evidencing or constituting acceptance. This particular paragraph may not be modified except by a writing signed by all parties.

26. COUNTERPARTS OF THIS AGREEMENT TO BE EFFECTIVE.

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, and be as effective as an original, but all of which together shall constitute but one and the same instrument.

27. COURT ENFORCEMENT OF THIS AGREEMENT.

Any party hereto may seek and obtain preliminary injunctive relief from the Court of Common Pleas of Luzerne County to enforce any provision of this Agreement. The parties hereto agree to submit, and hereby do submit, to the equitable jurisdiction of the Court of Common Pleas of Luzerne County for the purpose of obtaining preliminary injunctive relief with the understanding that any final determination shall be governed pursuant to Paragraph 23 providing for arbitration.

28. ASSIGNMENT AND BINDING EFFECT ON SUCCESSIONS AND ASSIGNS.

This Agreement may be assigned by Foster and/or Authority without the written consent of Butler. This Agreement may not be assigned by Butler without the express written consent of Foster and Authority, except to a municipality authority created by Butler. No assignment shall be made except upon the assumption of all obligations and terms of this Agreement, including all overdue

or unperformed outstanding obligations, and upon assumption of all responsibility for any part and uncorrected breach of this Agreement. This Agreement shall bind the parties and their successors and assigns.

29. APPLICABLE LAW.

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

30. TERMS OF AGREEMENT.

This Agreement shall be binding on all parties and shall be in effect for the term hereof unless earlier terminated by mutual written consent of all parties hereto.

31. RECORDING.

This Agreement may be recorded by any party hereto.

32. APPROVALS

This Agreement is conditioned upon the Department of Environmental Protection approving the Act 537 amendments of the Borough and Foster if required to implement the terms of this Agreement. In addition, this Agreement is conditioned upon the Department of Environmental Protection approving the same.

33. This Agreement in no way affects, supercedes, modifies, terminates or in any way changes the Agreement between the Borough of Freeland Municipal Authority, Freeland Borough and Foster Township dated December 8, 1999. The parties hereto acknowledge and agree that the Agreement dated December 8, 1999 between the Authority, the Borough and Foster remains in full force and effect and legally binding upon the signatories thereto.

IN WITNESS WHEREOF, and intending to be legally bound by this Agreement, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers and have caused their corporate seals to be affixed and attested by their duly authorized officers.

ATTEST:

Secretary

BOROUGH OF FREELAND MUNICIPAL AUTHORITY

BY: _____
Chairman

ATTEST:

Secretary

FREELAND BOROUGH

BY: _____
President

ATTEST:

Secretary

FOSTER TOWNSHIP

BY: _____
Chairman

ATTEST:

For **Secretary**

BUTLER TOWNSHIP

BY: _____
Chairman

ACKNOWLEDGMENTS

COMMONWEALTH OF PENNSYLVANIA:
SS:
COUNTY OF LUZERNE :

On this, the 20TH day of APRIL, 2005, before me, a Notary Public, the undersigned officer, personally appeared JOSEPH WIZOA, who acknowledged himself to be the Chairman of the BOROUGH OF FREELAND MUNICIPAL AUTHORITY, and that he, as such Chairman, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said Borough of Freeland Municipal Authority by himself as Chairman.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notarial Seal
Ann Fagan, Notary Public
Sugarloaf Twp., Luzerne County
My Commission Expires June 10, 2007

Ann Fagan

COMMONWEALTH OF PENNSYLVANIA:
SS:
COUNTY OF LUZERNE :

On this, the 5TH day of July, 2005, before me, a Notary Public, the undersigned officer, personally appeared Paul P. Thomas, who acknowledged himself to be the President of Council of FREELAND BOROUGH, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said Freeland Borough by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notarial Seal
Tiffany L. Buchman, Notary Public
Butler Twp., Luzerne County
My Commission Expires May 16, 2006
Member, Pennsylvania Association of Notaries

Tiffany L. Buchman

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA:
SS:
COUNTY OF LUZENE :

On this, the 11 day of July, 2005, before me, a Notary Public, the undersigned officer, personally appeared Robert P. Leske, who acknowledged himself to be the Chairman of FOSTER TOWNSHIP, and that he, as such Chairman, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said Foster Township by himself as Chairman.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Albert F. Maier, Jr., Notary Public
Freeland Boro, Luzerne County
My Commission Expires July 23, 2008
Member, Pennsylvania Association Of Notaries

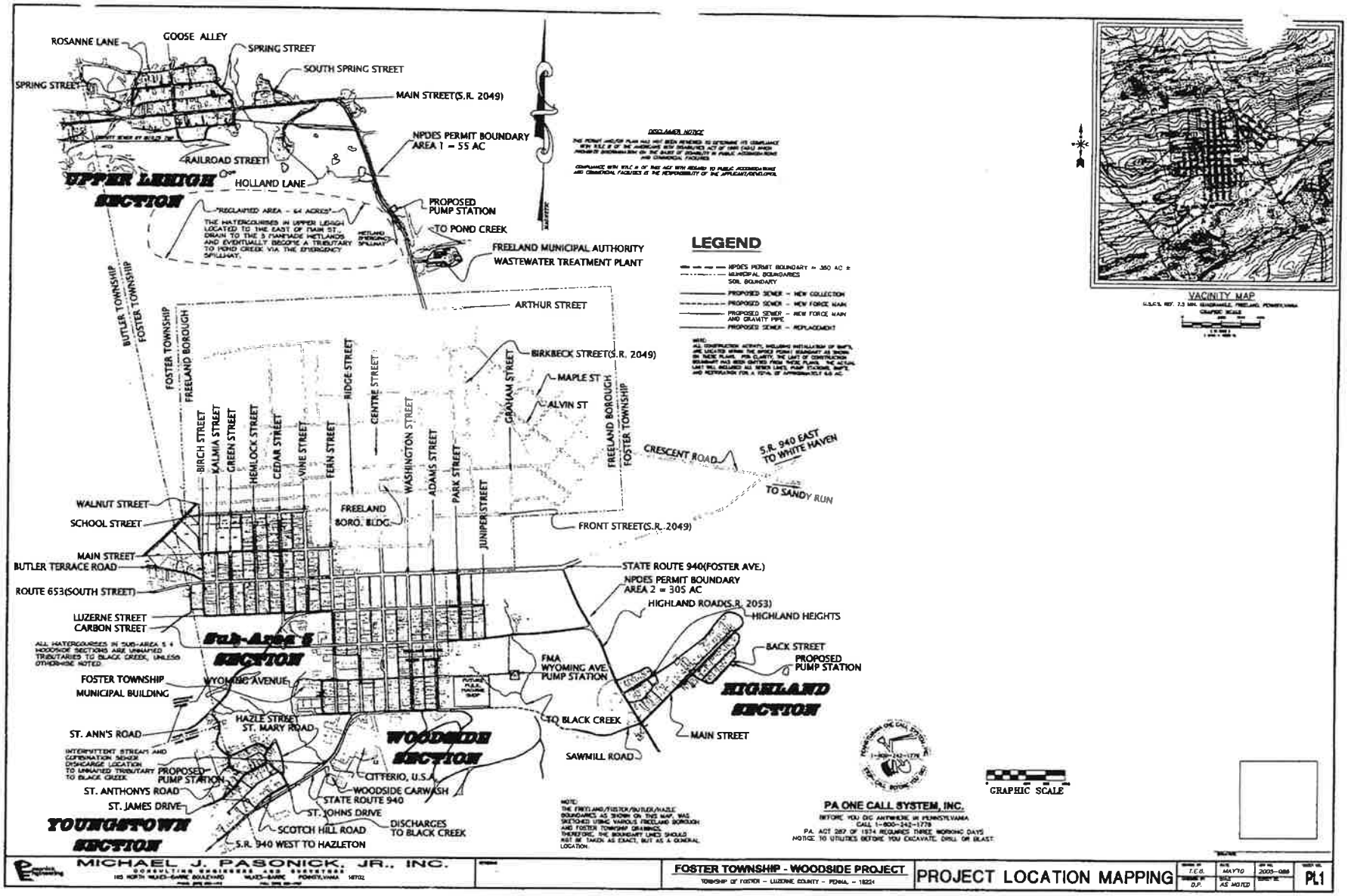
COMMONWEALTH OF PENNSYLVANIA:
SS:
COUNTY OF LUZENE :

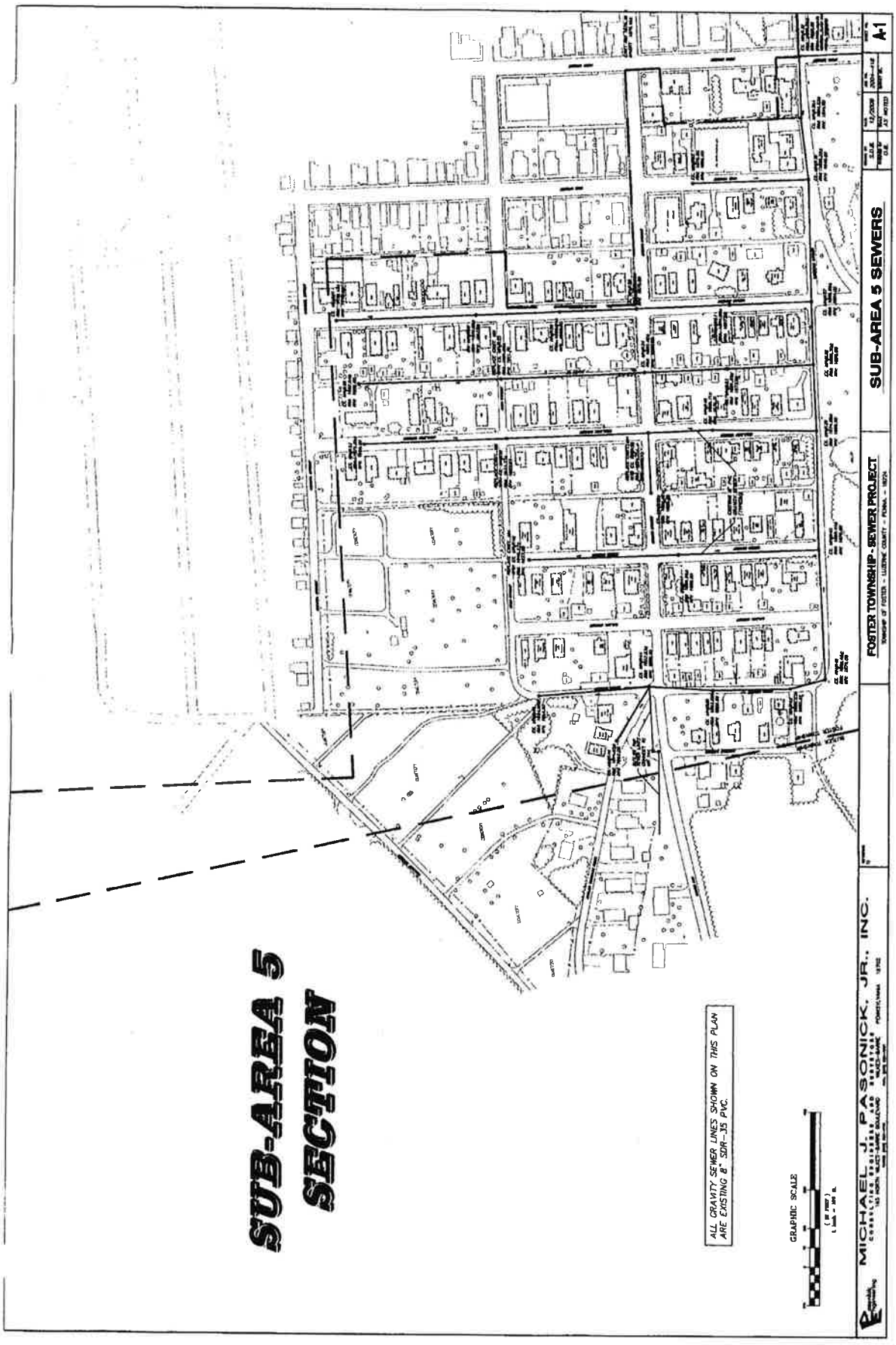
On this, the 23 day of March, 2005, before me, a Notary Public, the undersigned officer, personally appeared Ransom S Young, who acknowledged himself to be the Chairman of BUTLER TOWNSHIP, and that he, as such Chairman, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said Foster Township by himself as Chairman.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Maryanne Petrilla

NOTARIAL SEAL
MARYANNE C. PETRILLA, NOTARY PUBLIC
BUTLER TWP., COUNTY OF LUZERNE
MY COMMISSION EXPIRES MARCH 22, 2007


ROSANNE LANE
GOOSE ALLEY
SPRING STREET
SOUTH SPRING STREET
SPRING STREET
MAIN STREET(S.R. 2049)
NPDES PERMIT BOUNDARY AREA 1 = 55 AC
RAILROAD STREET
HOLLAND LANE
UPPER LEHIGH SECTION
PROPOSED PUMP STATION
TO POND CREEK
FREELAND MUNICIPAL AUTHORITY WASTEWATER TREATMENT PLANT
LEGEND
VACINITY MAP
ARTHUR STREET
BUTLER TOWNSHIP
FOSTER TOWNSHIP
FOSTER TOWNSHIP
FREELAND BOROUGH
BIRCH STREET
KALMIA STREET
GREEN STREET
HEMLOCK STREET
CEDAR STREET
VINE STREET
FERN STREET
RIDGE STREET
CENTRE STREET
WASHINGTON STREET
ADAMS STREET
PARK STREET
JUNIPER STREET
GRAHAM STREET
BIRKBECK STREET(S.R. 2049)
MAPLE ST
ALVIN ST
FREELAND BOROUGH
FOSTER TOWNSHIP
CRESCENT ROAD
S.R. 940 EAST TO WHITE HAVEN
TO SANDY RUN
WALNUT STREET
SCHOOL STREET
FREELAND BORO. BLDG.
FRONT STREET(S.R. 2049)
MAIN STREET
BUTLER TERRACE ROAD
ROUTE 653(SOUTH STREET)
STATE ROUTE 940(FOSTER AVE.)
NPDES PERMIT BOUNDARY AREA 2 = 305 AC
HIGHLAND ROAD(S.R. 2053)
HIGHLAND HEIGHTS
LUZERNE STREET
CARBON STREET
Fish-Away SECTION
BACK STREET
PROPOSED PUMP STATION
FMA WYOMING AVE. PUMP STATION
FOSTER TOWNSHIP MUNICIPAL BUILDING
WYOMING AVENUE
HIGHLAND SECTION
HAZLE STREET
ST. MARY ROAD
TO BLACK CREEK
MAIN STREET
ST. ANN'S ROAD
WOODSIDE SECTION
SAWMILL ROAD
PROPOSED PUMP STATION
CITTERIO, U.S.A.
WOODSIDE CARWASH
ST. ANTHONYS ROAD
STATE ROUTE 940
ST. JAMES DRIVE
ST. JOHNS DRIVE
DISCHARGES TO BLACK CREEK
SCOTCH HILL ROAD
YOUNGSTOWN SECTION
S.R. 940 WEST TO HAZLETON
PA ONE CALL SYSTEM, INC.
GRAPHIC SCALE
MICHAEL J. PASONICK, JR., INC.
FOSTER TOWNSHIP - WOODSIDE PROJECT
PROJECT LOCATION MAPPING
PL1


SUB-AREA 5
SECTION
ALL GRAVITY SEWER LINES SHOWN ON THIS PLAN ARE EXISTING 8" SDR-35 PVC.
GRAPHIC SCALE
MICHAEL J. PASONICK, JR., INC.
FOSTER TOWNSHIP - SEWER PROJECT
SUB-AREA 5 SEWERS
A-1

PAGE DIVIDER

MODIFYING CONTRACT

THIS MODIFYING CONTRACT, made this 19th day of March, 2009, by and between the **Borough of Freeland Municipal Authority**, hereinafter referred to as "Authority", **Freeland Borough**, hereinafter referred to as "Borough", **Foster Township**, hereinafter referred to as "Foster", all of Luzerne County Pennsylvania,

A N D

Butler Township, of Luzerne County, Pennsylvania, hereinafter referred to as "Butler"

WITNESSETH:

WHEREAS, on the 23rd day of March 2005, Authority, Borough, Foster and Butler entered into a written Agreement; and

WHEREAS, the parties have mutually agreed to amend the original Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and releases hereinafter contained, and in further consideration of One ($1.00) Dollar in hand to each paid, receipt whereof is hereby acknowledged, the parties hereto agree to the following:

I. Paragraph 5-Acceptance of Sewage- of the said Agreement is deleted in full, and in lieu thereof the following new Paragraph 5-Acceptance of Sewage is incorporated:

5. Acceptance of Sewage. Authority will accept from Butler all of the Sewage generated from the Butler Terrace area of Butler Township and Foster agrees to allow said Sewage to flow into and be transported and conveyed through the Foster Collection Facilities to the Authority Collection Facilities, at the cost and subject to all of the conditions as set forth in this Agreement.

The sewage originating in Butler and flowing through the Foster Sewage Collection System shall in no way reduce or be

counted as a part of the Foster Maximum Average Daily Flow of 390,000 gallons. In order to accurately ascertain the Foster Maximum Average Daily Flow Authority agrees to deduct from the total metered gallonage as shown and recorded at the Foster Township metering station. The sum of 260 gallons per day for each and every EDU connected to the Butler Terrace Collection Facilities.

Butler shall, at no time, discharge Sewage into the Foster and/or Authority's Collection System at an instantaneous peak flow in excess of 4.0 times the Foster's Maximum Capacity of 390,000 gallons per day.

II. Paragraph 17-Insurance- of the said Agreement is deleted in full and in lieu thereof the following new Paragraph 17-Insurance is incorporated:

17. Insurance. (A) Butler shall have Foster and Authority added as a named insured or as an additional insured on all policies of liability insurance which Butler shall have in effect with respect to the operation and/or maintenance of its collection and transmission facilities in the Butler Terrace Section of Butler Township during the term of this Agreement.

(B) Authority and Foster shall have Butler added as a named insured or as an additional insured on all policies of liability insurance which Authority and Foster shall have in effect with respect to the operation and/or maintenance of its collection and transmission facilities in the Butler Terrace Section of Butler Township used in common with Butler.

III. All of the other terms, conditions, and stipulations, as contained in the original Agreement, dated March 23, 2005, shall remain in full force and effect and without any change or modification whatsoever, except only as provided for above.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written.

ATTEST :

Secretary

BOROUGH OF FREELAND MUNICIPAL AUTHORITY

Chairman

ATTEST :

Secretary

FREELAND BOROUGH

Chairman

ATTEST :

Secretary

FOSTER TOWNSHIP

Chairman

ATTEST :

Secretary

BUTLER TOWNSHIP

Chairman

PAGE DIVIDER

MODIFYING CONTRACT

THIS MODIFYING CONTRACT, made this 11th day of May, 2009, by and between the **Borough of Freeland Municipal Authority**, hereinafter referred to as "Authority", **Freeland Borough**, hereinafter referred to as "Borough", **Foster Township**, hereinafter referred to as "Foster", all of Luzerne County Pennsylvania,

AND

Butler Township, of Luzerne County, Pennsylvania, hereinafter referred to as "Butler"

WITNESSETH:

WHEREAS, on the 23rd day of March 2005, Authority, Borough, Foster and Butler entered into a written Agreement; and

WHEREAS, the parties have mutually agreed to amend the original Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and releases hereinafter contained, and in further consideration of One ($1.00) Dollar in hand to each paid, receipt whereof is hereby acknowledged, the parties hereto agree to the following:

I. Paragraph 5-Acceptance of Sewage- of the said Agreement is deleted in full, and in lieu thereof the following new Paragraph 5-Acceptance of Sewage is incorporated:

5. Acceptance of Sewage. Authority will accept from Butler all of the Sewage generated from the Butler Terrace area of Butler Township and Foster agrees to allow said Sewage to flow into and be transported and conveyed through the Foster Collection Facilities to the Authority Collection Facilities, at the cost and subject to all of the conditions as set forth in this Agreement.

The sewage originating in Butler and flowing through the Foster Sewage Collection System shall in no way reduce or be

counted as a part of the Foster Maximum Average Daily Flow of 390,000 gallons. In order to accurately ascertain the Foster Maximum Average Daily Flow Authority agrees to deduct from the total metered gallonage as shown and recorded at the Foster Township metering station. The sum of 260 gallons per day for each and every EDU connected to the Butler Terrace Collection Facilities.

Butler shall, at no time, discharge Sewage into the Foster and/or Authority's Collection System at an instantaneous peak flow in excess of 4.0 times the Foster's Maximum Capacity of 390,000 gallons per day.

II. Paragraph 17-Insurance- of the said Agreement is deleted in full and in lieu thereof the following new Paragraph 17-Insurance is incorporated:

17. Insurance. (A) Butler shall have Foster and Authority added as a named insured or as an additional insured on all policies of liability insurance which Butler shall have in effect with respect to the operation and/or maintenance of its collection and transmission facilities in the Butler Terrace Section of Butler Township during the term of this Agreement.

(B) Authority and Foster shall have Butler added as a named insured or as an additional insured on all policies of liability insurance which Authority and Foster shall have in effect with respect to the operation and/or maintenance of its collection and transmission facilities in the Butler Terrace Section of Butler Township used in common with Butler.

III. All of the other terms, conditions, and stipulations, as contained in the original Agreement, dated March 23, 2005, shall remain in full force and effect and without any change or modification whatsoever, except only as provided for above.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written.

ATTEST :

Secretary

BOROUGH OF FREELAND MUNICIPAL AUTHORITY

Chairman

ATTEST :

Manager ~~Secretary~~

FREELAND BOROUGH

Chairman

ATTEST :

Secretary

FOSTER TOWNSHIP

Chairman

ATTEST :

Secretary

BUTLER TOWNSHIP

Chairman

PAGE DIVIDER

MODIFYING CONTRACT

THIS MODIFYING CONTRACT, made this 14th day of Dec, 2009, by and between the **Borough of Freeland Municipal Authority,** hereinafter referred to as "Authority", **Freeland Borough,** hereinafter referred to as "Borough", **Foster Township**, hereinafter referred to as "Foster", all of Luzerne County Pennsylvania,

AND

Butler Township, of Luzerne County, Pennsylvania, hereinafter referred to as "Butler"

WITNESSETH:

WHEREAS, on the 23rd day of March 2005, Authority, Borough, Foster and Butler entered into a written Agreement; and

WHEREAS, on the 19th day of May 2009, and on some copies dated the 11th day of May, 2009, a Modifying Contract was entered into between the same parties; and

WHEREAS, the parties have mutually agree to amend the original Agreement dated March 23rd, 2005.

NOW, THEREFORE, in consideration of the mutual covenants and releases hereinafter contained, and in further consideration of One ($1.00) Dollar in hand to each paid, receipt whereof is hereby acknowledged, the parties hereto agree to the following:

I. Paragraphs 11(E) and 11 (G) in the original Agreement dated March 23, 2005 are deleted in full, and in lieu thereof the following new Paragraphs 11 (E) and 11 (G) are incorporated:

> "11. (E) Butler agrees to pay Foster from the "Starting Date" an Operation and Maintenance charge. The Operation and Maintenance charge shall cover the costs of operating and maintaining all facilities used in common by Butler residents and Foster residents including but not limited to the pump station repair and maintenance, power for the pump station, line

maintenance and repair, and all other expenses which are normally included in repair and maintenance expenditures. Specifically excluded from this Operation and Maintenance charge is any debt service on these facilities. It is agreed that the initial Operation and Maintenance charge will be Five ($5.00) Dollars per month per EDU, which charge may be changed from time to time by Foster."

"11 (G) Commencing on the "Starting Date" Foster will bill Butler quarterly for the charges provided for in Paragraph 11 (E) and Butler agrees to pay Foster within thirty (30) days after receipt of the monthly bill."

II. The initial Modifying Contract dated March 19, 2009 (some also being dated May 11, 2009) remain in full force and effect.

III. All of the other terms, conditions, and stipulations, as contained in the original Agreement, dated March 23, 2005, shall remain in full force and effect and without any change or modification whatsoever, except only as provided for above.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written.

ATTEST :

BOROUGH OF FREELAND MUNICIPAL AUTHORITY

_____ Secretary

_____ Chairman

ATTEST :

FREELAND BOROUGH

_____ Secretary

_____ Chairman

ATTEST :

FOSTER TOWNSHIP

Thomas Jakubek Secretary

Michael Spack Chairman

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ATTEST :

BUTLER TOWNSHIP

_____
Secretary

_____
Chairman

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APPENDIX D

AGREEMENT DATED MARCH 19, 2009, BY AND AMONG FOSTER TOWNSHIP, THE BOROUGH OF FREELAND MUNICIPAL AUTHORITY, FREELAND BOROUGH AND BUTLER TOWNSHIP

AGREEMENT

THIS AGREEMENT, made this 19th day of March, 2009, between the **BOROUGH OF FREELAND MUNICIPAL AUTHORITY,** hereinafter referred to as "Authority", **FREELAND BOROUGH,** hereinafter referred to as "Borough", **FOSTER TOWNSHIP,** hereinafter referred to as "Foster", and **BUTLER TOWNSHIP**, hereinafter referred to as "Butler", all of Luzerne County, Pennsylvania.

WITNESSETH:

WHEREAS, Authority is the owner and operator of the sewage collection system located in the Borough of Freeland and a treatment plant located in Foster; and

WHEREAS, Foster is the owner and operator of a sewage collection system in various areas of Foster Township; and

WHEREAS, Butler desires to utilize a portion of Foster's sewage collection system as well as a portion of the Authority's sewage collection system and treatment plant to collect and treat sewage from the Butler section of Upper Lehigh, said area being more particularly shown on the map attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, Foster agrees to allow Butler to use a portion of its sewage collection system to transport its (Butler's) sewage to the Authority's sewage collection system; and

WHEREAS, the Authority is desirous of accepting the sewage from the Butler section of Upper Lehigh for transportation through the Authority sewer collection system and treatment in the Authority's sewage treatment plant; and

WHEREAS, Foster, Authority and Butler desire that the Borough be a party to this Agreement for the sole purpose of approving this arrangement and agreeing to extend the term of the Authority if necessary; and

NOW, THEREFORE, the parties, intending to be legally bound hereby, agree as follows:

1. **DEFINITIONS.**

"Authority" shall mean the Borough of Freeland Municipal Authority, a municipal authority existing under the laws of the Commonwealth of Pennsylvania, having its principal office at 711 Birkbeck Street, Freeland, PA 18224.

"Authority Collection System" shall mean the Sewage collection and transportation system facilities owned by Authority and/or Borough and located in the Borough.

"Average Daily Flow" for a specified period of time shall be calculated by dividing the total measured aggregate gallonage of sewage flow during the period in question by the number of days in such period.

"Borough" shall mean the Borough of Freeland, a Borough existing under the laws of the Commonwealth of Pennsylvania, having its principal office at Centre & Walnut Streets, Freeland, PA 18224.

"Butler" shall mean Butler Township, a second class Township existing under the laws of the Commonwealth of Pennsylvania, having a mailing address of 415 West Butler Drive, Drums, PA 18222.

"Butler Collection Facilities" shall mean the sewage collection and transportation system facilities owned by Butler and located in the Butler section of Upper Lehigh as shown on Exhibit "A", which provides sewage collection service to 27 EDUs.

"Butler Metering Device" shall mean the metering device or devices, which will measure and record the rate of flow or the quantity of flow, or both, discharged from the Butler Collection Facilities into the Foster Collection Facilities.

"Butler Section of Upper Lehigh" shall mean that area located in Butler Township as shown on Exhibit "A" consisting of 27 EDUs.

"Capital Contribution" means a one-time capital contribution payable to Authority by Butler for its use of the existing assets of the Borough of Freeland Municipal Authority sewage collection system and treatment plant, which will continue to be used to and for the benefit of Butler.

"Consulting Engineer" means an engineer or engineering firm, registered in Pennsylvania and qualified to render professional opinions on sewage engineering questions, employed from time to time by the party to whom reference is made in connection with such term. At the present time, the Consulting Engineer for the Authority is Borton Lawson Engineering. Michael J. Pasonick, Jr., Inc. is Consulting Engineer for Foster and Alfred Benesch and Company is the Consulting Engineer for Butler. All parties are free to employ any other engineer as and when they see fit without consulting with, and without the approval of, the other parties.

"Domestic Sewage" shall mean sewage waste consisting of the normal water-carried household waste.

"Fiscal Year" shall mean a calendar year.

"Foster" shall mean Foster Township, a second class township existing under the laws of the Commonwealth of Pennsylvania, having a mailing address of PO Box 465, Freeland, PA 18224.

"Foster Collection Facilities" shall mean all collection sewers, laterals, house lines, interceptors, manholes, force mains, pumping stations and all other private and public sewage collection and transportation facilities now existing or which may exist from time to time in the future and which are located in Foster Township, which convey in any manner, either directly or indirectly, any Sewage originating in Foster or coming from those Butler residents who reside in the Butler section of Upper Lehigh and will use the Foster Collection Facilities and Authority's Collection System for transmission of their sewage to the Authority's Sewage Treatment Plant.

"GAAP" shall mean Generally Accepted Accounting Principles, as such shall be recognized by Certified Public Accountants, from time to time.

"GPD" shall mean gallons of sewage discharged during a 24-hour period, commencing 12:00 noon, prevailing time, on any particular calendar day, and ending 12:00 noon, prevailing time, the following calendar day.

"Industrial Waste" shall mean the liquid waste from industrial or commercial processes, including all such wastes other than Domestic Sewage.

"Maximum 30-Day Flow" shall mean the total gallons or flow of sewage discharged by the Township sewage collection system into the Authority collection and treatment system during any consecutive 30-day period divided by 30.

"Maximum Foster Capacity" shall mean the maximum Average Daily Flow (as defined above) of Sewage which is permitted to be discharged by Foster into the Authority Collection System and/or the Sewage Treatment Plant, which is 390,000 gal/day. This includes all Sewage flow, whether or not passing through an Authority and/or Foster Metering Device and includes all presently existing and future Sewage flows and connections originating from Foster but excludes the Butler section of Upper Lehigh.

"Municipality" or **"Municipalities"** shall mean Township and/or Butler and/or Borough, individually or collectively, as the case may be.

"Projects of a Capital Nature" means new and additional property chargeable to Sewage Treatment Plant or equipment account under sound accounting or engineering practice; provided, however, that the term "Projects of a Capital Nature" shall not include property acquired or constructed by the Authority from funds contributed or advanced by users, developers or other persons.

"Proportional Share", unless indicated herein to the contrary, shall be the prorata share of each Municipality's EDU's relative to the total of the EDU's.

"Sewage" shall mean Domestic Sewage and Industrial Waste.

"Sewage Treatment Plant" means the sewage treatment and disposal facilities known as the Freeland Sewage Treatment Plant which are owned by Authority and located in Foster Township, being the facilities at which Sewage conveyed by Authority and customers of Authority is treated, as the same be, from time to time, expanded, changed and upgraded.

"Starting Date" shall mean the date when the Foster's Engineer certifies that the construction of the Foster Township Collection Facilities in Upper Lehigh is completed and ready to begin transmission of Sewage to the Authority's sewage treatment plant.

2. CONSTRUCTION.

Butler, at its own expense and at no expense to Foster, Authority or Borough, shall, during the term of this Agreement, be solely responsible for the construction of the Butler Collection Facilities.

Authority shall pay all costs and expenses related to the acquisition, construction, operation, enlargement and maintenance of the Authority's Collection System and Sewage Treatment Plant.

Foster shall pay all costs and expenses related to the construction, operation and maintenance of the Foster Collection Facilities, except Butler agrees to pay a proportionate share (based on the EDU's in the Butler section of Upper Lehigh over the total EDU's in Upper Lehigh) of the total cost and expenses for all lines, mains, pumping stations, land acquisitions and other equipment used in common by Butler and Foster Township, and the parties hereto agree that the Butler proportionate share is $106,260.00, which amount shall be paid in one lump sum on or before the Starting Date. An EDU shall be equal to 260 gallons per day. Foster acknowledges that it will apply said $106,260.00 towards its existing PennVest sewer project.

3. OWNERSHIP OF FACILITIES.

Upon satisfactory completion of the Foster Collection Facilities, Foster Township shall own its Collection Facilities.

Upon satisfactory completion of the Butler Collection Facilities, Butler Township shall own its Collection Facilities - excepting for any facilities

constructed in Foster, which shall become the property of Foster upon completion.

Authority shall own the Authority's Collection System and Sewage Treatment Plant.

No payments made pursuant to any provisions of this Agreement by Foster or Butler to Authority shall entitle either Foster or Butler to any ownership of any portion of, or any interest in, the Authority Collection System and/or Sewage Treatment Plant, as the same may exist from time to time, or any part thereof.

Butler agrees that it will not permit the use of the facilities constructed by Butler by any other Municipality or Authority, except as provided herein.

4. PERMIT REQUIRED FOR CONNECTIONS; RECORDS AND INSPECTIONS.

Butler agrees that no person, firm, corporation, municipality or any other entity shall install or make connections to the Butler Collection Facilities without first obtaining a permit to do so from Butler Township, at which time Butler shall forward a copy of said permit to Foster.

Butler further agrees that it will keep during the entire duration of this Agreement, a complete record of all users connected to the Butler Collection Facilities and of all permits issued to all persons, corporations, municipalities or other entities who are permitted, after the date of this Agreement, to connect to the Butler Collection Facilities.

Butler agrees that it will make all of its Upper Lehigh records available, at reasonable times, for examination by Authority and Authority's Consulting Engineer, and Foster and its Consulting Engineer.

Authority and Foster shall have the right to inspect, at all reasonable times, the Butler Collection Facilities or any pumping station or other facility which is a part of the Butler Collection Facilities.

5. ACCEPTANCE OF SEWAGE.

Authority will accept from Butler all of the Sewage generated from the Butler Section of Upper Lehigh and Foster agrees to allow said Sewage to flow into and be transported and conveyed through the Foster Collection Facilities to the Authority Collection Facilities, at the cost and subject to all of the conditions as set forth in this Agreement.

The sewage originating in Butler Section of Upper Lehigh and flowing through the Foster Sewage Collection System shall in no way reduce or be counted as a part of the Foster Maximum Average Daily Flow of 390,000 gallons. In order to accurately ascertain the Foster Maximum Average Daily Flow, Authority agrees to deduct from the total metered gallonage as shown and recorded at the Foster Township metering station the sum of 260 gallons per day for each and every EDU connected to the Butler Collection Facilities, or the actual flow as measured by a flow meter at the Butler/Foster line .

Butler shall, at no time, discharge Sewage into the Foster and/or Authority's Collection System at an instantaneous peak flow in excess of 4.0 times the Foster's Maximum Capacity of 390,000 gallons per day.

6. TREATMENT PLANT.

Foster and Authority agree to receive and treat the Sewage originating in Butler Section of Upper Lehigh and discharged from the Butler Collection Facilities provided that such Sewage conforms with the rules and regulations promulgated from time to time by Foster and Authority, in their sole discretion, concerning the type sewage and industrial waste acceptable for treatment at the plant.

7. PROHIBITED SEWAGE.

Butler agrees that it has enacted or will enact and that it will enforce and keep in effect during the term of this Agreement, an ordinance prohibiting the discharge into the Foster Collection Facilities and Authority Collection System of stormwater, roof downspouts, rain water drainage, surface or subsurface drainage from storm water inlets, sump pumps, floor drains, or from other direct or indirect sources, and certifies to Foster that it has tested its lines and that no roof downspouts, storm water inlets, sump pumps and floor drains are connected to the same. Butler agrees that it has enacted or will enact and that it will enforce and

keep in effect during the term of this Agreement, an ordinance or resolution prohibiting the discharge of any Sewage into the Foster Collection Facilities, which Sewage does not comply with the provisions of any now existing or any future Foster and/or Authority rule or regulation regulating the discharge of Sewage within any portion of the Foster Collection Facilities. Butler further agrees that it will not discharge Sewage from the Butler Collection Facilities into the Foster Collection System or the Authority Collection System which:

(A) is prohibited from being discharged into the Authority Collection System, as such specifications of permissible or impermissible characteristics of Sewage reaching the Sewage Treatment Plant may exist from time to time as determined by resolution by Authority, which shall apply equally to all parties discharging Sewage into the Butler Collection Facilities, Foster Collection Facilities and/or the Authority Collection System; or

(B) is prohibited by any regulation of the Department of Environmental Protection or the Environmental Protection Agency or the regulations of any applicable state, federal, or other governmental regulatory body as such regulation may exist from time to time, including any regulations imposing more stringent requirements or conditions on Sewage than are contained in any now existing or any future Authority Resolution, rule or regulation; or

(C) is prohibited by any statutory or regulatory terms or conditions of any existing or future grant or conditions required of Foster and/or Authority to issue bonds to finance construction or replacement or repair of any of their existing or future portion of their Collection Systems utilized to convey the Butler Sewage, or to finance the construction or replacement or repair of any existing or future portion of the Sewage Treatment Plant.

8. INDUSTRIAL WASTE.

Butler agrees that it will enact and will enforce during the term of this Agreement, a resolution or ordinance requiring any occupant or owner of property permitted to discharge Industrial Waste into the Butler Collection Facilities to provide, at the owner's or occupant's expense, suitable facilities to

enable the taking for analysis of Industrial Waste samples by Foster and/or Authority, or their respective Consulting Engineers, at the occupant's or owner's expense. Butler further agrees to take such samples as may be required by Foster and/or Authority and to permit the taking of such samples by Foster and/or Authority or their Consulting Engineers.

Butler will also provide as part of the Butler Collection Facilities, a means for the taking of samples of Sewage being discharged from the Butler Collection Facilities into the Foster and Authority Collection Systems and/or the Sewage Treatment Plant. Butler will provide access and means such that samples can be taken at the point of connection of the Butler Collection Facilities to the Foster Collection System. Foster and Authority may take such samples at such locations for analysis of the Sewage being discharged into the Foster Collection System as Foster and Authority, from time to time, may require and Butler hereby permits the taking of such samples by Foster and Authority or their Consulting Engineers.

Butler agrees to promulgate, enact and enforce any resolutions, ordinances and rules and regulations governing acceptance of wastewater standards that are identical to those governing customers of Foster and Authority. All construction related to the Butler Collection Facilities shall be in accordance with the recommendations of Butler's Consulting Engineer that is at least equal to and consistent with Foster and Authority's construction standards and shall, at no time, interrupt or interfere with the operation or efficiency of the Foster and Authority Collection Systems.

9. DEFECTIVE OR UNLAWFUL CONDITION.

Foster and Authority shall have the right to inspect, at its cost, any portion of the Butler Collection Facilities that is suspected by Foster or Authority to be in a defective or unlawful condition. In the event such a condition is found to exist, Foster and/or Authority shall promptly notify Butler and Butler shall undertake all measures necessary and appropriate to correct such conditions, at its sole cost and expense.

10. TERM OF AGREEMENT.

The term of this Agreement shall be Twenty (20) years or the length of the Butler's loan (required for the construction of the Butler Collection Facilities), whichever is greater.

If the Butler's loan is for a period of time that extends beyond the year 2026, both the Borough and Authority agree to take all steps necessary in order to extend the term of the Authority for a period of time that, at least, coincides with the term of the Butler's loan.

11. CHARGES.

(A) Butler shall not be required to make any capital contribution to Authority or Foster other than as set forth in this Agreement, including but not limited to the construction payments pursuant to Paragraph 2 on Page 5.

(B) Butler agrees to pay to the Authority from the "Starting Date" the Authority's customary rate per month per EDU, as those charges may be changed from time to time by Authority.

(C) Butler agrees to pay Foster from the "Starting Date" the same operation and maintenance (O&M) charge for the common facilities per EDU per month that are paid by the Foster residents to Foster, as those charges may be changed from time to time by Foster.

(D) Commencing on the "Starting Date" Authority will bill Butler monthly or quarterly at Authority's discretion, for the charges provided for in Paragraph 11(B), and Butler agrees to pay Authority within (30) days after receipt of the monthly bill.

(E) Commencing on the "Starting Date", Foster will bill Butler monthly or quarterly at Foster's discretion, for the charges provided for in Paragraph 11(C) and Butler agrees to pay Foster within thirty (30) days after receipt of the monthly bill.

(F) The Authority shall forward to Foster and Butler a copy of its yearly audit within thirty (30) days after the same has been prepared.

(G) Butler shall be required to contribute to or share in the costs, to the same extent, and in an equivalent amount as other users or customers of the Authority's Sewage Treatment Plant, in the form of rate

increases, for any upgrades, improvements, modifications or other projects of a capital nature to be undertaken by Authority associated with the Sewage Treatment Plant, force main from the existing pump station to the Plant and the existing pump station, which (i) are required pursuant to any case law, statute, regulations, rules, guidelines, permits, approvals and/or other standard or requirement of DEP or any other local, state or federal agencies, or (ii) the Authority determines that certain improvements of a capital nature associated with the Sewage Treatment Plant, force main and pump station are required, or (iii) the Authority undertakes steps to upgrade or modify the Sewage Treatment Plant, force main and pump station, which undertaking results in costs of construction to be incurred by the Authority, then Butler shall pay an increased monthly charge, equivalent to other users of the Sewage Treatment Plant, in order to share such further upgrading or improvements.

(H) Butler shall be required to contribute to or share in the costs, to the same extent and in an equivalent amount as other users or customers of the Foster Collection Facilities, in the form of rate increases, for any upgrades, improvements, modifications or other projects of a capital nature to be undertaken by Foster associated with the Foster Collection Facilities which (i) are required pursuant to any case law, statute, regulations, rules, guidelines, permits, approvals and/or other standard or requirement of DEP or any other local, state or federal agencies, or (ii) Foster determines that certain improvements of a capital nature associated with the Foster Collection Facilities are required, or (iii) Foster undertakes steps to upgrade or modify the Foster Collection Facilities, which undertaking results in costs of construction to be incurred by the Foster, then Butler shall pay an increased monthly charge, equivalent to other users of the Foster Collection Facilities, in order to share such further upgrading or improvements.

(I) Butler shall not be required to pay costs associated with expanding (but not upgrading) the Sewage Treatment Plant, force main and pump station which will not result in an allocated capacity to Butler.

12. INTEREST.

If Butler does not make full payment to Foster or the Authority of any of the charges or other payments as provided for in this Agreement, on or before the specified payment date (i.e. thirty (30) days after receipt of the monthly payment), Foster and/or the Authority shall give Butler a written five (5) day notice to cure, and should Butler fail to make payment in full within the 5-day cure period, there shall then be added to the amount thereof, interest in the same amount as Foster's then current debt service interest rate and if none then six (6%) percent legal interest.

13. SEPTIC SEWAGE.

Butler agrees to take those measures acceptable to Authority and/or Foster which may be necessary to prevent Butler's Sewage from becoming septic in their collection facilities or at the point of connection to Foster's Collection Facilities. If such septic sewage conditions do occur following completion of construction, of Butler's Collection Facilities, Butler will, within sixty (60) days of receipt of written notification from Authority or Foster, take additional measures acceptable to Authority and Foster which may be necessary to correct this condition. If, after 60 days, the agreed-upon measures have not been completed, Authority and/or Foster may take the necessary measures, charging the full costs thereof to Butler. The cost of repair of any damage caused by septic sewage or the replacement of any facility or equipment damage by septic sewage from Butler will be billed directly to Butler. Any increased operating costs caused by the septic sewage from Butler or preventive measures will be borne entirely by Butler and paid for within sixty (60) days.

14. METERING AND SAMPLING DEVISE.

Butler will provide for the purchase, rental and maintenance of a meter (the "Butler Metering Devise") to measure and record the sewage from the Butler Collection Facilities into the Foster Collection Facilities. The design, model, selection, purchase, calibration, maintenance, replacement and repair of the meter shall be at the sole expense of Butler.

Butler shall construct an area in the Butler Collection Facilities so as to provide for the metering device, and shall construct said testing area, all at the sole cost and expense of Butler.

The total gallons of sewage discharged from the Butler Collection Facilities into the Foster Collection Facilities shall be read and recorded, when requested by Foster and/or by Authority.

The Butler meter and sampling devise shall be calibrated by Butler at least every twelve (12) months for accuracy by an individual or firm.

In the event of failure of any meter and sampling devise, repairs shall be made as soon as possible at the sole expense of Butler. In the case of missing or inaccurate flow records due to a faulty meter and sampling device, an estimate of the flow based on recent flow records will be made.

In the event of any discharge by any dwelling unit which does not pass through a Butler meter and sampling device, it shall be conclusively presumed that such dwelling unit will utilize and discharge Two Hundred Sixty (260) gallons per day of sewage for each and every day that such dwelling unit is connected.

15. REIMBURSEMENT FOR DAMAGES FROM IMPROPER DISCHARGE.

Butler shall pay the cost of any damage to the Sewage Treatment Plant or the Authority Collection Facilities or the Foster Collection Facilities resulting from discharge of improper sewage from Butler in violation of the above paragraph regarding septic sewage, in violation of the quality standards and restrictions contained herein and in the various Authority's resolutions, rules and regulations, and in violation of any of the terms and conditions of this Agreement. Butler shall pay the cost of any damage to the Sewage Treatment Plant, or the Authority's Collection Facilities or Foster Collection Facilities, resulting from discharge of improper sewage into the Foster and Authority Collection Facilities from any customer in Butler in violation of the terms and conditions of this Agreement, the above paragraph regarding septic sewage, and the resolutions, rules and regulations of the Authority.

16. CERTAIN COVENANTS OF BUTLER WITH RESPECT TO OPERATIONS.

Butler covenants and agrees that it will do the following at its exclusive expense:

(A) Comply with all present and future laws, rules, regulations, permits, orders and requirements lawfully made by the Pennsylvania Department of Environmental Protection or the Federal Environmental Protection Agency or any other governmental body having jurisdiction.

(B) Comply with all present and future regulations, requirements and procedures adopted by Foster and Authority in connection with the operation of the Sewage Treatment Plant which pertain to all Sewage conveyed to the Sewage Treatment Plant and all sources of Sewage conveyed to the Sewage Treatment Plant, including all users within the Borough.

(C) Take all reasonable steps to control and eliminate sources of infiltration and of inflow into the Butler Collection Facilities.

(D) Enact all ordinances and resolutions necessary to fulfill and implement all obligations undertaken in this Agreement and will take all steps necessary to enforce all obligations undertaken in this Agreement.

(E) Butler covenants and agrees that it will not accept Sewage from any sources outside the Butler Section of Upper Lehigh or from any user not located in Butler, which Sewage will be conveyed using the Foster Collection Facilities to the Authority Collection System without the prior written approval of both Foster and Authority. Foster and Authority shall have the right to withhold such approval or to grant such approval on such terms as they deem appropriate.

17. BOROUGH AUTHORIZATION.

The Borough hereby authorizes if required and if not required then suggests to the Authority to proceed with the execution and delivery of this Agreement and the undertaking terms and conditions contemplated herein. The Borough of Freeland will, if necessary, which necessity the Borough expressly negates, enact any resolution or ordinance necessary for the Authority to carry out the terms of this Agreement. Nothing contained herein shall expressly or impliedly infer that the Borough has any legal responsibility to authorize the

terms and conditions or consequences of this Agreement nor does the Borough expressly or impliedly warrant that by the execution of this Agreement, it has assumed any legal responsibility other than the Borough's commitment in Paragraph 10 to extend the term of the Authority, if necessary, for financing purposes so that the Authority's life at least coincides with the term of the Butler's loan.

18. INSURANCE.

(A) Butler shall have Foster and Authority added as a named insured or as an additional insured on all policies of liability insurance which Butler shall have in effect with respect to the operation and/or maintenance of its collection and transmission facilities in the Upper Lehigh Section of Butler Township during the term of this Agreement.

(B) Authority and Foster shall have Butler added as a named insured or as an additional insured on all policies of liability insurance which Authority and Foster shall have in effect with respect to the operation and/or maintenance of its collection and transmission facilities in the Upper Lehigh Section of Butler Township used in common with Butler.

19. IMDEMNIFICATION BY BUTLER.

Butler hereby agrees to indemnify, hold harmless and defend Foster and Authority and their respective successors, heirs, agents, assigns, officers, board members, solicitors, Consulting Engineers and employees from and against any and all claims, damages, losses, demands, lawsuits, proceedings and expense (including attorneys' fees, engineering fees, experts' fees, and administrative expenses), arising out of or relating to: (1) any Sewage from the Butler Collection Facilities; (2) the Butler Collection Facilities, including their maintenance, operation, location, existence, or conditions; (3) this Agreement or any breach or enforcement or lack of enforcement of this Agreement or of any terms of this Agreement; or (4) any activities of Butler or of any employee, agent, independent contractor, officer or board member of Butler. The above obligations to indemnify, to hold harmless and to defend shall include: (a) any such claims or demands whether or not such shall prove false or shall not be proven or established; (b) any proceedings, whether filed in a court or before any government unit or agency and all proceedings of any nature, whether brought by any government unit or agency or by a private citizen, corporation or other entity; (c) any and all investigation expenses; (d) all civil proceedings and remedies,

including civil fines, and all criminal proceedings and fines, sought and secured by any government unit or agency or by anyone; (e) the costs of any remedial clean-up, purification, monitoring or other expense related in whole or in part to the Sewage from the Butler Collection Facilities. The obligations of Butler to indemnify, to hold harmless and to defend under this paragraph will not apply if in any way the claim, demand, loss or event has been caused in whole or in part by the action, omission, or negligence of Foster and/or Authority, or of any employee, agent, officer, Board member, solicitor, Consulting Engineer or independent contractor of Foster and/or Authority.

20. INDEMNIFICATION BY AUTHORITY AND FOSTER.

Foster and Authority hereby agrees to indemnify, hold harmless and defend Butler and its successors, heirs, agents, assigns, officers, Board members, solicitors, Consulting Engineers and employees from and against any and all claims, damages, losses, demands, lawsuits, proceedings and expenses (including attorneys' fees, engineering fees, experts' fees and administrative expenses) arising out of or relating to: (1) any sewage from the Authority's Collection Facilities and/or Foster's Collection Facilities; (2) the Sewage Treatment Plant, including its maintenance, operation, location, existence or conditions; (3) this Agreement or any breach or enforcement or lack of enforcement of this Agreement or of any terms of this Agreement; (4) any activities of Authority or of any employee, agent, independent contractor, officer or Board member of Foster and/or Authority. The above obligations to indemnify, to hold harmless and to defend shall include: (1) any such claims or demands whether or not such shall prove false or shall not be proven or established; (b) any proceeding, whether filed in a court or before any government unit or agency or by a private citizen, corporation or other entity; (c) any and all investigation expenses; (d) all civil proceedings and remedies, including civil fines, and all criminal proceedings and fines, sought and secured by any government unit or agency or by anyone; (e) the costs of any remedial clean-up, purification, monitoring or other expense related in whole or in part to the Treatment Plant. The obligations of Foster and/or Authority to indemnify, to hold harmless and to defend under this paragraph will not apply if any way the claim, demand, loss or event has been caused in whole or in part by the action, omission, or negligence of Butler, or of any employee, agent, officer, Board member, solicitor, Consulting Engineer or independent contractor of Butler.

21. FORCE MAJEURE.

Notwithstanding any other provision of this Agreement, no party hereto shall be responsible for damages to the other for any failure to comply with this Agreement resulting from an Act of God or riot, sabotage, public calamity, flood, strike, breakdown of the Treatment Plant, or other event beyond its reasonable control. The party having the responsibility for the facilities so affected, however, shall proceed promptly to remedy the consequences of such event, with costs to be shared, if applicable, to the extent provided elsewhere herein.

22. COSTS AND EXPENSES.

The party found to have breached this Agreement shall reimburse the non-breaching parties hereto, for all expenses and costs incurred in any regard, including all attorneys' fees and engineering and other experts' fees, in any action regarding the enforcement of this Agreement or of any terms or provisions of this Agreement.

23. CAPTIONS AND HEADINGS.

The captions and headings of the paragraphs in this Agreement are for convenience only and such shall neither expand, restrict, control nor affect the meaning or effect or interpretation of any of the terms or provisions of this Agreement.

24. ARBITRATION.

Any disputes arising under this Agreement in connection with the construction or interpretation of the Agreement or the performance or breach of any term or condition in this Agreement shall be submitted to arbitration by any party filing a written demand with the other parties and with the President Judge of the Court of Common Pleas of Luzerne County. The President Judge, upon the request of any party, shall have the authority to select one (1) Arbitrator to hear and decide any said dispute or disputes. The Arbitrator may not reside nor have his office or place of business in Borough, Foster or Butler. The decision of the Arbitrator shall be binding upon the parties. The Arbitrator's fees and costs shall be borne equally by the parties. In the event the President Judge is unavailable to make such appointment or fails to make such appointment within twenty (20) days of such request for appointment, it shall be referred to such other Luzerne County Judge as may be directed by the Luzerne County Court Administrator. The arbitration proceedings shall be completed with all hearings and a written

decision rendered by the Arbitrator within one (1) year of the Court entering an Order appointing such Arbitrator.

25. SEVERABLITY.

Should any one or more of the provisions of this Agreement, for any reason, be held illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Agreement, and this Agreement shall, in such circumstances, be construed and enforced as if such illegal or invalid provisions had not been contained herein.

26. MODIFICATION.

This Agreement may be modified only by a writing, either signed by all parties or by a writing signed by the party against whom the modification is being enforced and only after acceptance of such modification by the other party, which acceptances may be in writing or by conduct evidencing or constituting acceptance. This particular paragraph may not be modified except by a writing signed by all parties.

27. COUNTERPARTS OF THIS AGREEMENT TO BE EFFECTIVE.

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, and be as effective as an original, but all of which together shall constitute but one and the same instrument.

28. COURT ENFORCEMENT OF THIS AGREEMENT.

Any party hereto may seek and obtain preliminary injunctive relief from the Court of Common Pleas of Luzerne County to enforce any provision of this Agreement. The parties hereto agree to submit, and hereby do submit, to the equitable jurisdiction of the Court of Common Pleas of Luzerne County for the purpose of obtaining preliminary injunctive relief with the understanding that any final determination shall be governed pursuant to Paragraph 24 providing for arbitration.

29. ASSIGNMENT AND BINDING EFFECT ON SUCCESSIONS AND ASSIGNS.

This Agreement may be assigned by Foster and/or Authority without the written consent of Butler. This Agreement may not be assigned by Butler without

the express written consent of Foster and Authority, except to a municipality authority created by Butler. No assignment shall be made except upon the assumption of all obligations and terms of this Agreement, including all overdue or unperformed outstanding obligations, and upon assumption of all responsibility for any part and uncorrected breach of this Agreement. This Agreement shall bind the parties and their successors and assigns.

30. APPLICABLE LAW.

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

31. TERMS OF AGREEMENT.

This Agreement shall be binding on all parties and shall be in effect for the term hereof unless earlier terminated by mutual written consent of all parties hereto.

32. RECORDING.

This Agreement may be recorded by any party hereto.

33. APPROVALS

(A) This Agreement is conditioned upon the Department of Environmental Protection approving the Act 537 amendments of the Borough and Foster if required to implement the terms of this Agreement. In addition, this Agreement is conditioned upon the Department of Environmental Protection approving the same.

(B) This Agreement is further conditioned upon approval by PennVest certifying that said Agreement complies with all PennVest requirements.

34. This Agreement in no way affects, supercedes, modifies, terminates or in any way changes the Agreement between the Borough of Freeland Municipal Authority, Freeland Borough and Foster Township dated December 8, 1999 and its Modifying Contract dated November 6, 2000. The parties hereto acknowledge and agree that the Agreement dated December 8, 1999 between the Authority, the Borough and Foster and its Modifying Contract dated November 6, 2000 remain in full force and effect and legally binding upon the signatories thereto.

IN WITNESS WHEREOF, and intending to be legally bound by this Agreement, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers and have caused their corporate seals to be affixed and attested by their duly authorized officers.

ATTEST:

Paul J. Myers
Secretary

BOROUGH OF FREELAND MUNICIPAL AUTHORITY

BY: John Brogan
Chairman

ATTEST:

Manager ~~Secretary~~

FREELAND BOROUGH

BY: Paul P. Tomo
President

ATTEST:

Secretary

FOSTER TOWNSHIP

BY: Michael Spock
Chairman

ATTEST:

Judy Lekarcko
Secretary

BUTLER TOWNSHIP

BY:
Chairman

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA:
SS:
COUNTY OF LUZERNE :

On this, the 13th day of APRIL, 2009, before me, a Notary Public, the undersigned officer, personally appeared John Brogan, who acknowledged himself to be the Chairman of the BOROUGH OF FREELAND MUNICIPAL AUTHORITY, and that he, as such Chairman, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said Borough of Freeland Municipal Authority by himself as Chairman.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Ann Fagan, Notary Public
Sugarloaf Township, Luzerne County
My commission expires June 10, 2011

COMMONWEALTH OF PENNSYLVANIA:
SS:
COUNTY OF LUZERNE :

On this, the 4th day of May, 2009, before me, a Notary Public, the undersigned officer, personally appeared Paul Thomas, who acknowledged himself to be the President of Council of FREELAND BOROUGH, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said Freeland Borough by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
TRACY A GALLAGHER, NOTARY PUBLIC
BUTLER TOWNSHIP, LUZERNE COUNTY
MY COMMISSION EXPIRES OCT. 17, 2010

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA:
SS:
COUNTY OF LUZERNE :

On this, the 11 day of MAY, 2009, before me, a Notary Public, the undersigned officer, personally appeared Michael Spacic, who acknowledged himself to be the Chairman of FOSTER TOWNSHIP, and that he, as such Chairman, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said Foster Township by himself as Chairman.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Albert F. Maier, Jr, Notary Public
Freeland Borough, Luzerne County
My commission expires July 23, 2012

COMMONWEALTH OF PENNSYLVANIA:
SS:
COUNTY OF LUZENE :

On this, the 19th day of March, 2009, before me, a Notary Public, the undersigned officer, personally appeared Ransom S. Young, who acknowledged himself to be the Chairman of BUTLER TOWNSHIP, and that he, as such Chairman, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said Foster Township by himself as Chairman.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARIAL SEAL
GEORGE R HLUDZIK
Notary Public
BUTLER TWP, LUZERNE COUNTY
My Commission Expires Aug 3, 2010

APPENDIX E

AGREEMENT DATED JULY 18, 2012, BY AND BETWEEN FOSTER TOWNSHIP AND THE BOROUGH OF FREELAND MUNICIPAL AUTHORITY

AGREEMENT

NOW, this 18th day of July, 2012, this Agreement is made between the **BOROUGH OF FREELAND MUNICIPAL AUTHORITY** (hereinafter referred to as the "Authority") and the **FOSTER TOWNSHIP,** 1000 Wyoming Avenue, Freeland, Pennsylvania, (hereinafter referred to as the "Township")

BACKGROUND

WHEREAS, by virtue of an original Agreement dated December 8, 1999 and modifying contract dated January 14, 2010. The Authority and the Township have agreed to use jointly the facility consisting of the Township's new pump station and the Authority's renovated pump station located at Wyoming Street in Foster Township; and

WHEREAS, the modifying contract above mentioned delineated ownership of the respective portions of the facility, and cost allocations for both construction and operating expense, but did not provide for details of operation and maintenance of the joint facility; and

WHEREAS, the parties desire to establish the terms and conditions for the operation and maintenance of the joint facility.

NOW, THERFORE, intending to be legally bound hereby, the parties agree as follows:

1. The Borough of Freeland Municipal Authority agrees to operate and maintain the joint pump station facility.

2. The Authority shall make daily visits and inspections to the facility and perform routine operation, maintenance and minimal corrective action at no expense to the Township.

3. The Authority shall provide significant maintenance, including repairs and upgrades, the cost for which shall be paid by the Authority and the Township on a proportional basis based upon EDU's. Repairs and upgrades beyond routine maintenance shall require the approval of both parties. The current proportional shares are 75% for the Authority and 25% for the Township. Upon the addition of the Cittiero facility into the system, the proportional shares shall be projected as 63% for the Authority and 37% for the Township. Significant maintenance would include, but not be limited to the following tasks:

    1. Inspection and pulling of pumps to perform cleaning and maintenance.

    2. Inspecting and cleaning of pump station trash rack.

    3. Structural or electrical repairs within the jointly used facility.

4. The term of this Agreement shall be indefinite and continue as long as the ownership interests of the joint facility remain as outlined in the modifying contract above referenced or the parties mutually agree to terminate this Agreement.

5. The Authority shall bill the Township for its prorata share of operation and maintenance upon completion of the billable maintenance or repair and the Township agrees to pay the Authority within thirty (30) days following the date of invoice.

6. Arbitration of Disputes. This paragraph provides that all disputes between the Township and the Authority, including any claims based upon or arising out of this Agreement, will be resolved by binding arbitration. By signing this Agreement, the Township and the Authority give up their right to go to Court to assert or defend rights under this Contract. Therefore, the Township and the Authority will have their respective rights determined by a neutral arbitrator and not a judge or a jury. By agreeing to arbitration, the Township and the Authority are entitled to a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in Court. Arbitration decisions are as enforceable as any Court order and are subject to very limited review by a Court.

Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the Arbitrator may be entered in any Court having jurisdiction thereof. The place of arbitration shall be at the principal office of Foster Township located in Freeland Borough, Luzerne County, Pennsylvania, and this contract shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

At the time of signing this Agreement, each party acknowledges that they are familiar with the fees associated with the arbitration process, and represent that they have the ability to pay their own fees. As such, each party shall bear their own costs and expense and an equal share of the arbitrator and administrative fees for arbitration.

For more details regarding the American Arbitration Association and the arbitration process call 1-215-732-5260, write 230 South Broad Street, 12th Floor, Philadelphia, PA 19102, or visit their website at www.adr.org.

7. Severability. In the event that any section, paragraph or term of this Agreement shall be determined to be invalid or unenforceable by an competent tribunal for any reason, the remainder of this Agreement shall be unaffected thereby and shall remain in full force and effect and if any section, paragraph, or term of this Agreement is adjudged to any extent to be invalid or unenforceable by any competent tribunal, such section, paragraph, or term will be deemed modified to the extent necessary to make it enforceable.

8. Amendments, Revisions or Alterations. This Agreement may be amended, revised or altered only by mutual agreement of the parties in writing.

9. Law Governing. The substantive laws of the Commonwealth of Pennsylvania shall govern the interpretation and enforcement of this Agreement. The parties hereby consent to personal jurisdiction in the federal and state courts in the Commonwealth of Pennsylvania.

10. Complete Agreement. This Agreement contains the entire agreement between the parties in respect to the subject matter hereof and supersedes any and all other agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. The language of all parts of this Agreement shall in all cases be construed according to its fair meaning and not strictly for or against any of the parties.

11. Headings. The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.

12. Rules of Construction. The parties acknowledge that each party has reviewed and revised this Agreement and the rule of contract construction whereby ambiguities are construed against the drafter are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

13. No Waiver. No waiver of any provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding upon a party unless executed in writing by the party making the waiver.

14. Successors and Assigns. The terms and provisions of this Agreement shall be binding on and inure to the benefit of the Authority and shall be binding on and inure to the benefit of the Township.

15. Notices. All notices hereunder shall be in writing and shall be deemed to have been given if delivered with a signed receipt of acceptance, or mailing registered or certified mail, postage prepaid, to the Township or the Authority, as the case may be, at the address above.

16. Signatures. Both the Township and the Authority sign below intending to be legally bound to the above Contract.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Authority and the Township have executed this Agreement the day first above written.

ATTEST:

THE BOROUGH OF FREELAND MUNICIPAL AUTHORITY

By: _____
Chairman

ATTEST:

FOSTER TOWNSHIP

By: _____
Chairperson

APPENDIX F

PENNSYLVANIA-AMERICAN WATER COMPANY'S PROPOSED *PRO FORMA* TARIFF

PENNSYLVANIA-AMERICAN WATER COMPANY
Wastewater Division
(hereinafter referred to as the "Company")
D/B/A
Pennsylvania American Water

RATES, RULES AND REGULATIONS

GOVERNING THE FURNISHINGS OF

WASTEWATER COLLECTION AND DISPOSAL SERVICE

IN CERTAIN MUNICIPALITES AND TERRITORIES LOCATED IN:

ADAMS COUNTY, ALLEGHENY COUNTY, BEAVER COUNTY, BERKS COUNTY,

CHESTER COUNTY, CLARION COUNTY, CUMBERLAND COUNTY, LACKAWANNA COUNTY,

LUZERNE COUNTY, MCKEAN COUNTY, MONROE COUNTY, MONTGOMERY COUNTY, **(C)**

NORTHUMBERLAND COUNTY, PIKE COUNTY, WASHINGTON COUNTY AND YORK COUNTY

ALL IN THE COMMONWEALTH OF PENNSYLVANIA

Issued: **Effective:**

Issued by:
F. Michael Doran, President
Pennsylvania American Water
852 Wesley Drive
Mechanicsburg, PA 17055

https://www.amwater.com/paaw/

NOTICE

This tariff authorizes Pennsylvania American Water Company to furnish wastewater services to the public in portions of Foster and Butler Townships (and related points of bulk service interconnection), Luzerne County, Pennsylvania.
Refer to Pages 2, 4, 6, 8, 11.X, 18.1 and 73.

PENNSYLVANIA-AMERICAN WATER COMPANY

LIST OF CHANGES

This tariff supplement authorizes Pennsylvania American Water Company – Wastewater Division, to begin to offer or furnish wastewater service to the public in portions of Foster and Butler Townships (and related points of bulk service interconnection), Luzerne County, Pennsylvania as ordered by the Pennsylvania Public Utility Commission at Docket No. A-2021-xxxxxx entered xxxxxx.

Supplement No. XX to
Tariff Wastewater PA P.U.C. No. 16
XXXXX Revised Page 4
Canceling XXXXX Revised Page 4

PENNSYLVANIA-AMERICAN WATER COMPANY

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PENNSYLVANIA-AMERICAN WATER COMPANY

TERRITORIES SERVED

(By State Region and Company Wastewater System District)
(All territories are subject to Rate Zone 1 unless otherwise noted)

Central Pennsylvania

Fairview District
York County. Portions of Fairview and Newberry Townships.

Foster District – Rate Zone XX **(C)**
Luzerne County. Portions of Foster and Butler Townships (and related points of bulk service interconnection).

Franklin District – Rate Zone 5
Adams County. Portions of the Townships of Franklin, Hamiltonban and Highland.

McEwensville District
Northumberland County. McEwensville Borough.

New Cumberland District – Rate Zone 2
Cumberland County. The Borough of New Cumberland.

Turbotville District – Rate Zone 8
Northumberland County. Portions of The Borough of Turbotville.

Northeastern Pennsylvania

Northeast District – Lehman Pike, Blue Mountain Lakes, Clean Treatment, and Delaware
Monroe County. Portions of the Townships of Middle Smithfield, Smithfield and Stroud.
Pike County. Portions of Delaware and Lehman Townships.

Pocono District
Monroe County. A portion of Coolbaugh Township.

Scranton Sewer District – Rate Zone 3
Lackawanna County. The City of Scranton and the Borough of Dunmore.

Southeastern Pennsylvania

Coatesville District - *Rate Zone 1 and Rate Zone 7* (Sadsbury Township)
Chester County. The City of Coatesville, the Borough of Parkesburg and portions of the Borough of South Coatesville and portions of the Townships of Caln, East Fallowfield, Highland, Sadsbury, Valley, West Caln and West Sadsbury.

Exeter Sewer District – Rate Zone 9
Berks County. Portions of the Townships of Exeter, Alsace and Lower Alsace (and related points of bulk service interconnection).

Royersford District – Rate Zone 10
Montgomery County. Royersford Borough and portions of Upper Providence Township.

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SCHEDULE OF RATES

RATE ZONE XX – UNMETERED

APPLICABILITY

The rates as set forth below will apply in the Foster Township Sewer service territory served under this tariff for service rendered on and after the Effective Date shown at the bottom of this page.

AVAILABILITY

The rates under this schedule are available to customers in all rate classes.

UNMETERED CHARGES

This charge is a flat fee for customers not metered for water consumption.

A Flat Rate per month shall be billed to each unmetered customer as follows:

$85.00 per EDU

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PENNSYLVANIA-AMERICAN WATER COMPANY

SCHEDULE OF RATES

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE

In addition to the net charges provided for in this Tariff, a charge of 0.00% will apply to bills rendered on or after the Effective Date shown on the bottom of this page.

This Charge will be applicable to:

All Rate Zones except Rate Zone 4 – Kane, Rate Zone 7 – Sadsbury, Rate Zone 8 – Turbotville, Rate Zone 9 – Exeter, Rate Zone 10 – Royersford and **Rate Zone XX - Foster**. **(C)**

The above charge will be recomputed quarterly using the elements prescribed by the Commission as shown on pages 18.2,18.3 and 18.4 of this tariff.

RULES AND REGULATIONS

Section X– Industrial Pretreatment Program (Foster Area) (IPP-F)

This Section applies to Industrial and Commercial customers served throughout the Company's service territory under Rate Zone XX of this tariff. All such customers shall comply with the "Industrial Pretreatment Program (Foster-Area)" ("IPP-F"). The currently effective IPP-F will be made available on the Company's website.

Such customers shall be responsible for the charges and fees scheduled below related to the implementation, administration, and enforcement of the IPP-F. Pursuant to the IPP-F, IPP-F fees are set by this tariff. IPP-F fees are separate from and in addition to all other rates chargeable by the Company under this tariff.

The fees as set forth in Schedule IPP-F-1 below will be in effect for customers subject to the IPP-F. Terms are as defined by IPP-F.

SCHEDULE IPP-F-1

1.1. General Fees

1.1.1. Facility Inspection Fee: $250.00 per inspection

1.1.2. Sampling and Analysis Fee: Actual cost of sampling and laboratory analysis plus 25% to cover administrative costs.

1.1.3. Accidental Discharge, Slug Control, and/or Monitoring Fee: Actual cost of response to accidental discharges or discharges of slugs loads, including but not limited to the costs incurred for other actions required to manage such discharges, monitoring and response to such discharges, correction of any resulting contamination or other impacts to the Collection System.

1.1.4. Compliance and Enforcement Fee - Administrative and Legal: Actual cost incurred by the Company for investigation and actions to address a User's non-compliance with the terms of this IPP or any IWDP.

1.1.5. Damage Repair: Actual cost for cleaning, repair, replacement and/or correction of any damage to the Collection System caused or contributed to by a User's discharge.

APPENDIX G

DESCRIPTION OF PENNSYLVANIA-AMERICAN WATER COMPANY'S EXISTING CERTIFICATED WATER AND WASTEWATER SERVICE TERRITORY

PENNSYLVANIA-AMERICAN WATER COMPANY

Pennsylvania-American Water Company, an investor-owned water company, with corporate offices at 852 Wesley Drive, Mechanicsburg, is a subsidiary of American Water Works Company, Inc. On February 1, 1989, the then-existing Pennsylvania-American Water Company (the result of the January 1, 1987 merger of Riverton Consolidated Water Company with and into Keystone Water Company) was merged with and into Western Pennsylvania Water Company, and the name of the surviving corporation was changed to Pennsylvania-American Water Company. A brief summary of each of the three predecessor companies follows.

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

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

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

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

Since the merger of the former Pennsylvania-American Water Company (Riverton and Keystone) into Western Pennsylvania Water Company on February 1, 1989, the Company has acquired the following water and wastewater systems: Smith Township Municipal Authority system (Washington County, February 27, 1989); Abington Township system (Lackawanna County, August 5, 1989); Summit Township Municipal Authority system (Butler County, August 31, 1993); Skyline Water Company (Dauphin County, December 2, 1993); Gregg Township Municipal Authority system (Union County, April 25, 1994); P-F Area Water Association system (Washington County, October 1, 1994); Country Place Water Company, Inc. and Country Place Waste Treatment Company, Inc. (Monroe County, June 30, 1995);

Hickory Water Company, Pocono Farms East Water Company, Inc., and Silver Water Company (Monroe and Pike Counties, December 21, 1995); the water utility assets of Pennsylvania Gas and Water Company (Lackawanna, Luzerne, Susquehanna and Wayne Counties, February 16, 1996); the Municipal Authority of the Township of Morris system (Clearfield County, April 24, 1996); Westford Water Company (Dauphin County, August 2, 1996); Lackawanna County Water System at Montage (Lackawanna County, April 11, 1997); Clarion Township General Authority (Clarion County, January 28, 1998); Fairview Water Company, National Utilities, Inc.-Pocono Division, and Pocono Mountains Industrial Park Authority (Monroe County, May 7, 1998); Coolbaugh Township-Fire System (Monroe County, July 28, 1998); Greene Valley Water Company (Lackawanna County, August 28, 1998); Franklin Manor Utilities, Ltd. (Washington County, September 22, 1998); Taylor Township (Lawrence County, December 21, 1998); Evansburg Water Company (Montgomery County, December 30, 1998); Applewold Borough (Armstrong County, March 26, 1999); Cedar Grove Water Association (Washington County, July 8, 1999); Independence Township Municipal Authority (Washington County, July 8, 1999); Koppel Borough (Beaver County, November 5, 1999); Center Township (Butler County, December 30, 1999); Strattanville Borough (Clarion County, April 6, 2000); Franklin Township Municipal Authority (Beaver County, August 30, 2000); Elk Forest Estates (Wayne County, November 18, 2000); T.O.W. Associates (Butler County, February 13, 2001); City of Coatesville Authority (Chester and Lancaster Counties, March 22, 2001); Fox Knoll Water Company (Chester County, April 26, 2001); Butler Township Area Water and Sewer Authority (Butler County, April 27, 2001); Citizens Utilities Water Company of Pennsylvania (Adams, Berks, Chester, Monroe, Montgomery and Northampton Counties, January 15, 2002); LP Water & Sewer Company (Monroe and Pike Counties, April 3, 2002); Mid-Monroe Water Company (Monroe County, August 23, 2002); West Decatur Authority (Clearfield County, March 31, 2003); Rustic Acres Water Association (Pike County, September 30, 2003); Sandy Ridge Water Authority (Center County, October 14, 2003); Connoquenessing Borough Authority (Butler County, October 23, 2003); Skytop Water Company (Luzerne County, December 3, 2003); Sligo Borough Authority (Clarion County, August 31, 2004); Snowshoe at Mt. Pocono Condominiums, Inc. (Monroe County, February 24, 2005); Shippenville Municipal Authority (Clarion County, March 31, 2005); Blue Mountain Lake Associates, L.P. (Monroe County, October 31, 2005); East Fallowfield Township (Chester County, December 22, 2005); Stillwater Lakes Water Corporation (Monroe County, January 17, 2006); Winona Lakes Utilities, Inc. (Monroe and Pike Counties, January 26, 2006); Saville Rustin Water Company, Inc./Pine Ridge Community Association, Inc. (Pike County, March 29, 2006); Lexington Woods Corporation (Monroe County, July 24, 2006); Community Association of Pocono Farms, Incorporated (Monroe County, July 31, 2006); Redstone Water Company (Fayette and Washington Counties, March 20, 2007); Mountain Top Estates Property Owners Association (Monroe County, May 30, 2008); Claysville-Donegal Joint Municipal Authority (Washington County, July 31, 2008); Three Lane Utilities, Inc. (Pike County, September 10, 2008); Clarion Area Authority (Clarion County, October 30, 2008); Boggs Township (Centre County, September 10, 2009); Amwell Township Water Authority (Washington County, September 23, 2009); Wallaceton Municipal Authority (Clearfield County, October 1, 2009); Saxonburg Area Authority (Butler County, October 28, 2009); Nittany Water Company (Centre and Clinton Counties, February 3, 2010); Sutton Hills Homeowners Association (Luzerne County, May 5, 2010); Birch Acres Water Works, Inc. (Monroe County, December 7, 2010); Helen Norella and Louis & Isabelle Norella (Lackawanna County, October 5, 2011); Wildcat Park

Corporation (Schuylkill County, November 17, 2011); Estate of George Spangenberg d/b/a Lake Spangenberg Water Company (Lackawanna County, May 3, 2012); North Fayette County Municipal Authority-Balsinger Public Water System and Springfield Pike Public Water System (Fayette County, October 4, 2012); All Seasons Water Company (Pike County, December 20, 2012); Ha Ra Corporation-Fernwood Community Water System (Monroe County, December 31, 2012); Olwen Heights Water Service Company, Inc. (Lackawanna County, February 4, 2013); Indian Rocks Water Association (Wayne County, March 13, 2013); Koppel Borough (Beaver County, May 31, 2013); Pocono Mountain Lake Forest Community Association (Pike County, July 22, 2013); Clean Treatment Sewage Company (Pike County, August 21, 2013); Franklin Township Municipal Authority (Adams County, August 29, 2013); Berry Hollow Water Company (Northampton County, April 3, 2014); Scott Township (Lackawanna County, May 22, 2014); Paint-Elk Joint Sewer Authority (Clarion County, July 31, 2014); Hamiltonban Township Municipal Authority (Adams County, November 3, 2014); Abbey Woods Homeowners Association (Butler County, July 14, 2015); Shippenville Borough (Clarion County, August 4, 2015); Paint Township Municipal Water Authority (Clarion County, October 15, 2015); McEwensville Municipal Authority (Northumberland County, October 21, 2015); Fairview Township (York County, December 22, 2015); Borough of New Cumberland (Cumberland County, October 31, 2016); Sewer Authority of the City of Scranton (Lackawanna County, December 29, 2016); The Municipal Authority of the City of McKeesport (Allegheny County, December 18, 2017); Township of Sadsbury (Chester County, March 6, 2019); Municipal Authority of the Borough of Turbotville (Northumberland County, July 23, 2019); Borough of Turbotville (Northumberland County, July 23, 2019); Steelton Borough Authority (Dauphin County, October 9, 2019); Township of Exeter (Berks County, October 24, 2019); Kane Borough Authority (McKean County, October 13, 2020); Winola Water Company (Wyoming County, December 17, 2020), Delaware Sewer Company (Pike County, May 13, 2021) and Borough of Royersford (Montgomery County, May 25, 2021). On July 2, 1990, Brownsville Water Company (Fayette County) and California Water Company (Washington County) were acquired and merged into the Company. On June 16, 1992, the former Forge Road Acres water system (Cumberland County) was sold to South Middleton Township. On March 24, 2003, Salisbury Water Supply Company (State of Massachusetts) was acquired and merged into the Company.

As a result of the various mergers and acquisitions, the Company furnishes water service to about 674,783 customers in the following municipalities:

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

All, or portions of, the Cities of Clairton and Pittsburgh (16th, 18th, 19th, 20th, 28th, 29th, 30th, 31st and 32nd Wards), the Boroughs of Baldwin, Bethel Park, Brentwood, Bridgeville, Carnegie, Castle Shannon, Crafton, Dormont, Dravosburg, Elizabeth, Glassport, Greentree, Heidelburg, Homestead, Ingram, Jefferson, Liberty, Lincoln, Mount Oliver, Munhall, Pleasant Hills, Rosslyn Farms, Thornburg, West Elizabeth, West Homestead, West Mifflin, Whitaker and Whitehall and the Townships of Baldwin, Collier, Elizabeth, Forward, Mt. Lebanon, North Fayette, Robinson, Scott, South Fayette, South Park and Upper St. Clair in Allegheny County;

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

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

All, or portions of, the Boroughs of Sinking Spring, St. Lawrence and Wyomissing and the Townships of Amity, Cumru, Earl, Exeter, Lower Heidelberg, Ruscombmanor, South Heidelberg and Spring in Berks County;

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

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

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

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

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

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

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

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

All, or portions of, the Boroughs of Camp Hill, Lemoyne, New Cumberland, Shiremanstown and Wormleysburg and the Townships of East Pennsboro, Hampden, Lower Allen, Silver Spring and Upper Allen in Cumberland County;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

All, or portions of, the Borough of Lewisburg and the Townships of Buffalo, East Buffalo, Gregg, Kelly and White Deer in Union County;

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

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

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

Portion of the Township of Overfield in Wyoming County; and

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

As a result of acquisitions, the Company furnishes wastewater service to about 79,028 customers in the following municipalities:

Portions of, the Townships of Franklin, Hamiltonban and Highland in Adams County;

All, or portions of, the Cities of Duquesne and McKeesport and the Boroughs of Dravosburg, Port Vue and West Mifflin in Allegheny County;

All of the Borough of Koppel in Beaver County;

Portions of, the Townships of Alsace, Exeter and Lower Alsace in Berks County;

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

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

All, or portions of, the Borough of New Cumberland and the Township of Lower Allen in Cumberland County;

All of the City of Scranton and the Borough of Dunmore in Lackawanna County;

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

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

All, or portions of, the Borough of Royersford and the Township of Upper Providence in Montgomery County;

All, or portions of, the Boroughs of McEwensville and Turbotville in Northumberland County;

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

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

A portion of the Township of Fairview in York County.

[409 municipalities in 37 counties.]

05/31/2021

APPENDIX H

BALANCE SHEET OF FOSTER TOWNSHIP
AS OF DECEMBER 31, 2020

Foster Township - West End System*
Balance Sheet
December 31, 2020
(Dollars in thousands)

	Foster Township - West End System December 31, 2020
Assets	
Cash and cash equivalents	
Other current assets	
Total property plant and equipment	
Other long-term assets	
Total Assets	-
Capitalization and liabilities	
Short Term Debt	
Current Portion of Long-term Debt	
Other current liabilities	
Total Long-term Debt	
Other Long Term Liabilities	
Stockholder's equity	
Contributions in aid of construction	
Total Capitalization and liabilities	-

*Foster Township produces audited financial statements for the consolidated waste water system. Financial statements for the West End System are not available.

APPENDIX I

PENNSYLVANIA-AMERICAN WATER COMPANY'S AUDITED BALANCE SHEET AS OF DECEMBER 31, 2020

Pennsylvania-American Water Company
Balance Sheet
December 31, 2020
(Dollars in thousands)

		PA American Water 12 Months Ended December 31, 2020 (Audited)
Assets		
Cash and cash equivalents	$	1,748
Other current assets		118,101
Total property plant and equipment		5,242,055
Regulatory assets & other L/T Assets		242,502
Total Assets	$	5,604,406
Capitalization and liabilites		
Short Term Debt	$	134,010
Current Portion of Long-term Debt		71,529
Other current liabilities		152,603
Total Long-term Debt		1,715,058
Regulatory & Other Long Term Liabilities		1,150,607
Stockholder's equity		2,177,597
Contributions in aid of construction		203,002
Total Capitalization and liabilites	$	5,604,406

APPENDIX J

INCOME STATEMENT OF FOSTER TOWNSHIP
FOR THE 12 MONTHS ENDING DECEMBER 31, 2020

Foster Township - West End System*
Income Statement
for the 12 Months Ended December 31, 2020
(Dollars in thousands)

	Foster Township - West End System* Water 12 Months Ended December 31, 2020
Operating Revenues	
Operating Expenses	
Operation and Maintenance	
Depreciation and Amortization	
General Taxes and Other	
Total Operating Expenses	-
Operating Income	-
Other Income/(Expenses)	
Other Income/(Expense), Net	
Interest Expense, Net	
Total Other Expenses	-
Income Before Income Taxes	-
Provision for Income Taxes	-
Net Income	$ -

*Foster Township produces audited financial statements for the consolidated waste water system. Financial statements for the West End System are not available.

APPENDIX K

PENNSYLVANIA-AMERICAN WATER COMPANY'S AUDITED INCOME STATEMENT FOR THE 12 MONTHS ENDING DECEMBER 31, 2020

Pennsylvania-American Water Company
Income Statement
for the 12 Months Ended December 31, 2020
(Dollars in thousands)

	PA American Water 12 Months Ended December 31, 2020 (Audited)
Operating Revenues	$ 733,061
Operating Expenses	
Operation and Maintenance	227,795
Depreciation and Amortization	153,834
General Taxes and Other	13,633
Total Operating Expenses	395,262
Operating Income	337,799
Other Income/(Expenses)	
Other Income/(Expense), Net	13,351
Interest Expense, Net	(77,717)
Total Other Expenses	(64,366)
Income Before Income Taxes	273,433
Provision for Income Taxes	76,273
Net Income	$ 197,160

APPENDIX L

PENNSYLVANIA-AMERICAN WATER COMPANY'S AUDITED *PRO FORMA* BALANCE SHEET AS OF DECEMBER 31, 2020

Pennsylvania-American Water Company & Foster Township
Pro-Forma Balance Sheet
December 31, 2020
(Dollars in thousands)

	PA American Water 12 Months Ended December 31, 2020 (Audited)	Foster Township - West End System* 12 Months Ended December 31, 2020	Combined Pro-Forma*
Assets			
Cash and cash equivalents	$ 1,748	$ -	$ 1,748
Other current assets	118,101	-	118,101
Total property plant and equipment	5,242,055	-	5,242,055
Regulatory assets & other L/T Assets	242,502	-	242,502
Total Assets	$ 5,604,406	$ -	$ 5,604,406
Capitalization and liabilites			
Short Term Debt	$ 134,010	$ -	$ 134,010
Current Portion of Long-term Debt	71,529	-	71,529
Other current liabilities	152,603	-	152,603
Total Long-term Debt	1,715,058	-	1,715,058
Regulatory & Other Long Term Liabilities	1,150,607	-	1,150,607
Stockholder's equity	2,177,597	-	2,177,597
Contributions in aid of construction	203,002	-	203,002
Total Capitalization and liabilites	$ 5,604,406	$ -	$ 5,604,406

*2020 Audited financial statements are not available for the Foster Township - West End System to display a Combined Pro-Forma.

APPENDIX M

AUDITED *PRO FORMA* CONSOLIDATED INCOME STATEMENT OF PENNSYLVANIA-AMERICAN WATER COMPANY FOR THE 12 MONTHS ENDING DECEMBER 31, 2020, AND FOSTER TOWNSHIP FOR THE 12 MONTHS ENDING DECEMBER 31, 2020

Pennsylvania-American Water Company & Foster Township - West End System*
Pro-forma Income Statement
for the 12 Months Ended December 31, 2020
(Dollars in thousands)

	PA American Water 12 Months Ended December 31, 2020 (Audited)	Foster Township - West End System* 12 Months Ended December 31, 2020	Combined Pro-Forma*
Operating Revenues	$ 733,061	$ -	$ 733,061
Operating Expenses			
Operation and Maintenance	227,795	-	227,795
Depreciation and Amortization	153,834	-	153,834
General Taxes and Other	13,633	-	13,633
Total Operating Expenses	395,262	-	395,262
Operating Income	337,799	-	337,799
Other Income/(Expenses)			
Other Income/(Expense), Net	13,351	-	13,351
Interest Expense, Net	(77,717)	-	(77,717)
Total Other Expenses	(64,366)	-	(64,366)
Income Before Income Taxes	273,433	-	273,433
Provision for Income Taxes	76,273	-	76,273
Net Income	$ 197,160	$ -	$ 197,160

*2020 Audited financial statements are not available for the Foster Township - West End System to display a Combined Pro-Forma.

APPENDIX N

PENNSYLVANIA-AMERICAN WATER COMPANY'S BOARD RESOLUTIONS APPROVING THE EXECUTION OF THE APA AND CONSUMMATION OF THE PROPOSED TRANSFER

PENNSYLVANIA-AMERICAN WATER COMPANY

I, ANDREW L. SWOPE, Secretary of Pennsylvania-American Water Company, a Pennsylvania corporation (the "Company") DO HEREBY CERTIFY that below is a true and correct copy of resolutions duly adopted by the Board of Directors of the Company by Unanimous Written Consents, and that such resolutions have not been amended or rescinded and are still in full force and effect.

Unanimous Written Consent dated November 20, 2020

RESOLVED, that the proper officers of the Company be, and hereby are, authorized and directed to execute and deliver to Foster Township, Luzerne County (the "Seller") one or more offers to purchase the assets of the Seller's West End Wastewater System (the "Assets") in an amount up to Three Million Four Hundred Thousand Dollars ($3,400,000); and

RESOLVED, that if the Company is selected as the successful bidder for the purchase of Seller's Assets, that the proper officers of the Company be, and hereby are, authorized and directed to negotiate, execute and deliver to the Seller an agreement to purchase the Assets of the Seller; and

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

RESOLVED, that any and all actions previously taken by such proper officers of the Company in executing and delivering to Seller an agreement to purchase the Assets are ratified, confirmed and approved.

Unanimous Written Consent dated January 15, 2021

RESOLVED, that the proper officers of the Company be, and hereby are, authorized and directed to execute and deliver to Foster Township, Luzerne County (the "Seller") one or more offers to purchase the assets of the Seller's West End Wastewater System (the "Assets") in an amount up to Three Million Seven Hundred Fifty Thousand Dollars ($3,750,000); and

RESOLVED, that if the Company is selected as the successful bidder for the purchase of Seller's Assets, that the proper officers of the Company be, and hereby are, authorized and directed to negotiate, execute and deliver to the Seller an agreement to purchase the Assets of the Seller; and

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

RESOLVED, that the Unanimous Consent previously adopted by the Board of Directors regarding the submission of an offer to purchase the Assets shall be deemed to remain in full force and effect but shall be modified and supplemented by the authorizations set forth herein; and

RESOLVED, that any and all actions previously taken by such proper officers of the Company in executing and delivering to Seller an agreement to purchase the Assets are ratified, confirmed and approved.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of this Company this 9th day of September, 2021.



Andrew L. Swope, Secretary

APPENDIX O

MINUTES FROM THE MAY 12, 2020, MEETING OF FOSTER TOWNSHIP'S BOARD RATIFYING THE BOARD'S EXECUTION OF THE APA

Foster Township Board of Supervisors
Regular Monthly Meeting via Zoom
Minutes
May 12, 2021
6:30 PM

CALL TO ORDER
Call To Order The Regular Monthly Meeting via zoom.

ROLL CALL

Ms. Eckrote-Jones	□ Present	■ Absent
Mr. Pavuk	■ Present	□ Absent
Mr. Brogan	■ Present	□ Absent

Attny Karpowich, Brittany Majewski, Brian Maso, Tom Barna and members of the public were also present.

READING OF MINUTES FROM PRIOR MEETING
■ Motion to *dispense* with Reading of the Minutes due to availability to public.
□ Motion to *read* Minutes.

Motion By:	□ Ms. Eckrote-Jones	Second By:	□ Ms. Eckrote-Jones
	□ Mr. Pavuk		■ Mr. Pavuk
	■ Mr. Brogan		□ Mr. Brogan

Roll Call:	Ms. Eckrote-Jones	Mr. Pavuk	Mr. Brogan
		■ Yes	■ Yes
	□ No	□ No	□ No
	□ Abstain	□ Abstain	□ Abstain

READING OF TREASURER'S REPORT
■ Motion to *dispense* with Treasurer's Report due to availability to public.
□ Motion to *read* Treasurer's Report.

Motion By:	□ Ms. Eckrote-Jones	Second By:	□ Ms. Eckrote-Jones
	□ Mr. Pavuk		■ Mr. Pavuk
	■ Mr. Brogan		□ Mr. Brogan

Roll Call:	Ms. Eckrote-Jones	Mr. Pavuk	Mr. Brogan
		■ Yes	■ Yes
	□ No	□ No	□ No
	□ Abstain	□ Abstain	□ Abstain

READING OF LIST OF BILLS
■ Motion to *dispense* with Reading of the List of Bills due to availability to public.
□ Motion to *read* List of Bills.

Motion By:	□ Ms. Eckrote-Jones	Second By:	□ Ms. Eckrote-Jones
	□ Mr. Pavuk		■ Mr. Pavuk
	■ Mr. Brogan		□ Mr. Brogan

Roll Call:	Ms. Eckrote-Jones	Mr. Pavuk	Mr. Brogan
		■ Yes	■ Yes
	□ No	□ No	□ No
	□ Abstain	□ Abstain	□ Abstain

APPROVE FOR PAYMENT

■ Motion to *Approve* Bills for Payment with the addition of Highway Equipment 232.06, Standard Speaker 341.50, Tri County 120.00 and PA One Call 16.04.

□ Motion to *Disapprove* Bills for Payment.

Motion By:	□ Ms. Eckrote-Jones	Second By: □ Ms. Eckrote-Jones
	□ Mr. Pavuk	■ Mr. Pavuk
	■ Mr. Brogan	□ Mr. Brogan

Roll Call:	Ms. Eckrote-Jones	Mr. Pavuk	Mr. Brogan
		■ Yes	■ Yes
	□ No	□ No	□ No
	□ Abstain	□ Abstain	□ Abstain

BUSINESS:

940 Sewer Extension – Attny Karpowich suggested approving Greenland Construction @ a base price of $327K with up to $342K in additional items, pending the HOP. Jerry made the motion to award the bid to Greenland Construction. John seconds the motion. Roll Call was yes by all.

Lampart Subdivision – The Planning Commission recommends approval and no comments. Jerry made the motion to approve. John seconds the motion. Roll Call was yes by all.

Engineers Report – Mary Peters was not in attendance to give a report, but she spoke with Jerry prior to the meeting and only had an overflow report from Hickory Hills, all appropriate parties were notified. Tom Barna stated that the LSA grants were not awarded yet, but possibly by the end of May. He also stated that there is about 3,000ft of Meir's Road that is in bad shape and he suggested handing it over to the state, and forgoing the liquid fuels for it. Its in disrepair and would take too much to fix at this point. Jerry asked if he looked at the lower end of the alley by the Dawson property between Adams and Washington. Tom stated that the water problem is being created by the garages that were installed there without stormwater permits. There is no grass area for the water to absorbed correctly. The road crew will look into grading it down and directing the water. Tom stated that he went over the streets with Chris and there are bigger jobs that need to be bid out especially Carbon Street. Washington, Adams, Fern, Ridge and Vine also need to be looked at. Angel from AgMar asked if they were out to look at the water problem in AgMar. Tom stated that he was out and looked at it, and they are going to look into putting a drain in to direct the water elsewhere, but they need to get the property owners info first.

Police Report – No officers were present, so Brittany gave the report for the month of April. The police covered the township for 193.03333 hrs. Incidents are as follows: 4 Domestic, 3 Burglary, 1 Criminal Mischief, 2 Harassment, 2 DUI, 2 Vandalism, 2 Suspicious Persons, 8 trespassing, 1 Noise Complaint, 1 Illegal Dumping, 33 Traffic Offenses, 2 Disabled Vehicles, 2 Fraud, 1 MVA, 1 911 Hang up, 1 Wires, 1 Welfare Check, 2 Open Burning, 3 Theft, 1 Warrant, 2 MV Theft, 2 PFA Investigations, 1 False Report, 1 Parking, 1 Assault, 2 Assist EMS, 3 Suspicious Vehicles, 4 Follow up Investigations, 1 Disorderly, 5 Burglar Alarms, 1 Code Violation, 3 Assist FD, and 5 Mental Health.

Sewer Report – Attny Karpowich asked for a motion to approve the asset purchase agreement with PA American Water for $3.750MIL. Jerry made the motion to approve the purchase agreement. John seconds the motion. Roll Call was yes by all. Jerry announced the number of delinquents in each area of the twp, they are as follows: AgMar 7, Hickory Hills 49, Highland 3, Grove 8, Upper Lehigh 2, Youngstown 5, Woodside 10 and Route 940 (east end) 2.

Solicitor's Report – Attny Karpowich explained that he received a letter from Attny DeCosmo regarding the maintenance of Hazle Brook Road. It is on behalf of a few residents and it states that the twp has failed to maintain the road, and it was even worse over the winter months. The supervisors would like him to send a copy of the Intermunicipal agreement and letter to Hazle Twp because they receive 3% of the twp liquid fuels money to maintain the road on behalf of the twp. Attny Karpowich stated that he was approached by Brian Effort and Jennifer Traup for a lot consolidation in Mountain Terrace, which is above Hickory Hills. This would bring the total lot to 1.473 and he suggests granting them the waiver of not having to go through the reverse subdivision process. Jerry made the motion to approve. John seconds the motion. Roll Call was yes by all. Jerry asked Attny Karpowich if the mobile food facility ordinance that was passed, does it restrict them from being on a commercial lot? Attny Karpowich stated that as long as that commercial lot is in the correct zoning district they are not restricted. Attny Karpowich stated that there is a code issue he would like to discuss during an executive session but he thinks its best to wait until Georgiann is able to attend.

Zoning Report – Brian reported that the following permits were issued: 5 zoning, 1 building, 2 demo, 1 landlord/tenant, 1 ZHB, and 1 non conformity. He has 10 code enforcement issues and 3 nuisance vehicle violations that consisted of 23 vehicles. He also has a few issues that he would like to discuss with the board and Attny Karpowich in an executive session. Alice Lachewitz asked if he could explain what happens with a property like at 24 Pond Creek Drive, did he say it would be turned into greenspace by Hickory Hills? Brian stated that it goes into repository until someone bids on it, and that Hickory Hills was looking into it for themselves.

•Jerry stated that the road crew only consists of four guys and the twp should consider looking for some summer help to maintain the parks and the twp grounds, because they really need to focus on getting the roads in better shape. Jerry and John agreed that it would be a part time position, 20 hours max per week @ $12.00 per hour. John made a motion to hire Dave Barna Sr. Jerry seconds the motion. Roll call was yes by all.

CORRESPONDENCE

The twp received a letter from the Fearnots requesting a $20K disbursement from the fire fund. They had a break down on one of the engines and the money will help cover the costs. Jerry made the motion. John seconds the motion. Roll call was yes by all. The board wants to know if there needs to be an invoice on file at the twp? Brittany stated that in the past, the twp would just ask them for a breakdown of what the money was used for

PUBLIC COMMENT

Rachel Johnson spoke on behalf of the NSUJL project on 940, she would like to know what the status of the building permit she submitted in October. Attny Karpowich explained that their land development application needs to be resubmitted and approved before any permit approvals can be given. Once that is resubmitted it will go to the twp planning commission and Luzerne County for review and then it will move on to the supervisors for review. Rachel asked if the land development needs to be done for just phase 1, of which Keith was going to let them do? Attny Karpowich stated that she needs to forget about what Keith did, because he is not here anymore and she needs to go by what Brian is telling her. No work can be done on the property until all the proper steps are taken. She asked if it has to be submitted in its entirety instead of in phases. Attny Karpwoich stated yes, she should do it that way, and now because she has her zoning approval it can go to the land development phase. Rachel stated that when she submitted her building permit, she had zoning approval from Keith. Attny Karpowich stated that if she had zoning approval, she wouldn't have had to go to the ZHB. He stated that she will also need an NPDES permit depending on the amount of earth disturbance. Depending on the amount of land disturbance she may also need to get conditional use approval that will need to go to the supervisors, which runs concurrently with the land development, so she will not lose any time. Once everything is approved then the building permit can be issued. Rachel asked if a job trailer can be moved onto the property, and Attny Karpowich in turn stated that she should wait until approvals are given. He stated that she will need a stormwater plan submitted with her LD also, along with the HOP from PennDOT. Tom Barna stated that he was in touch with a Tim Connelly a few months back regarding the project. Attny Karpowich told Rachel to have her engineer look into the conditional uses. He also stated that they do not need to wait for the HOP to be granted, the plan can be approved with that condition. They can submit for preliminary approval, do all the work and then come in for final approval, and as long as the final matches, then they would be approved and be given an occupancy permit. Or they can submit it all at once and just bond it as the improvements, this is typically what is done. He suggested that she speaks with her engineer to see what they want to do.

ADJOURNMENT

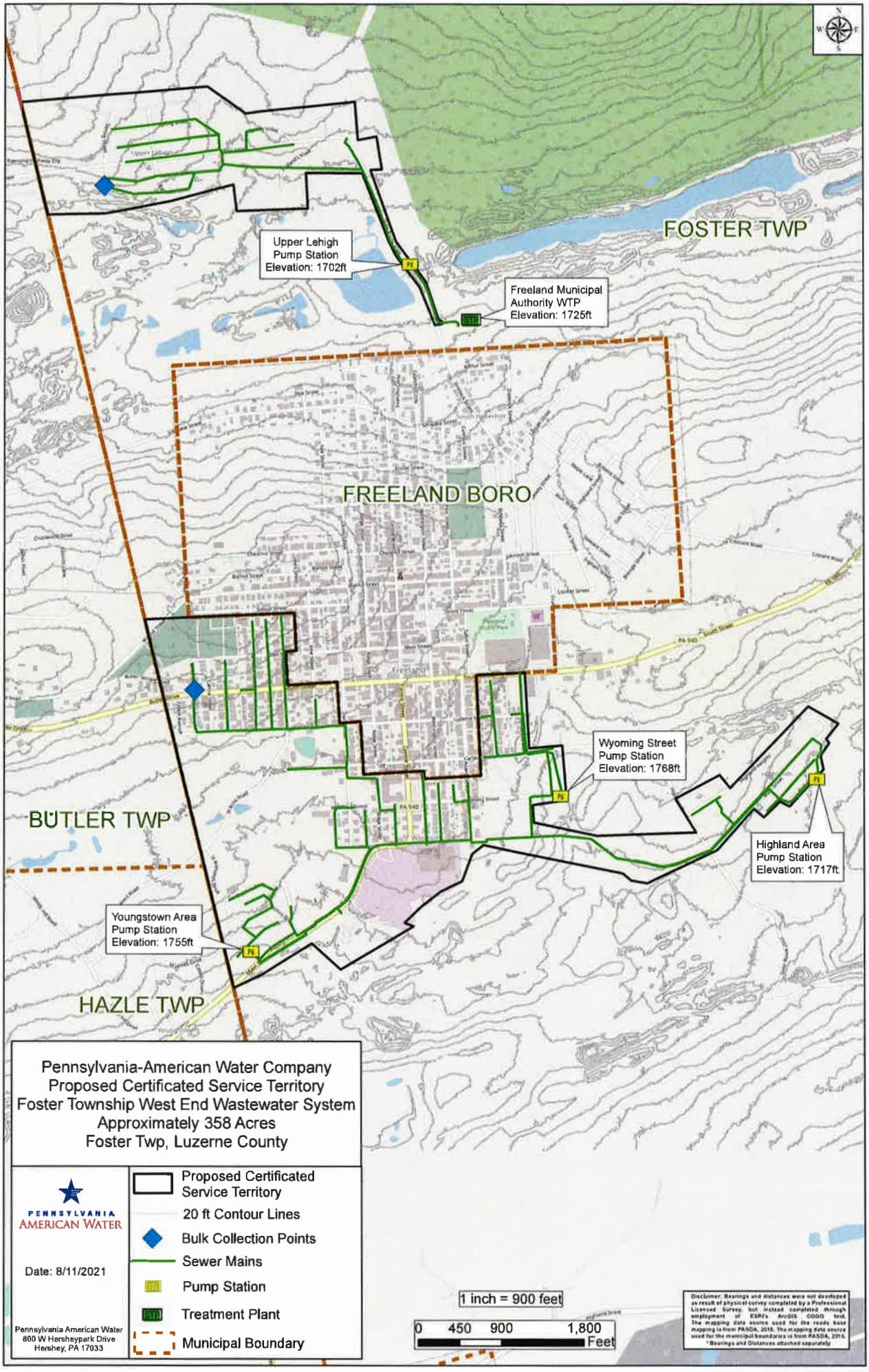
John made the motion to adjourn. Jerry seconds the motion. Roll Call was yes by all.
Respectfully Submitted,

Brittany Majewski

Brittany Majewski
Municipal Secretary

APPENDIX P

MAP SHOWING AREA SERVED BY FOSTER TOWNSHIP'S WEST END SYSTEM


FOSTER TWP
Upper Lehigh
Pump Station
Elevation: 1702ft
Freeland Municipal
Authority WTP
Elevation: 1725ft
FREELAND BORO
Wyoming Street
Pump Station
Elevation: 1768ft
BUTLER TWP
Highland Area
Pump Station
Elevation: 1717ft
Youngstown Area
Pump Station
Elevation: 1755ft
HAZLE TWP
Pennsylvania-American Water Company
Proposed Certificated Service Territory
Foster Township West End Wastewater System
Approximately 358 Acres
Foster Twp, Luzerne County
PENNSYLVANIA
AMERICAN WATER
Date: 8/11/2021
Pennsylvania American Water
800 W Hersheypark Drive
Hershey, PA 17033
Proposed Certificated Service Territory
20 ft Contour Lines
Bulk Collection Points
Sewer Mains
Pump Station
Treatment Plant
Municipal Boundary
1 inch = 900 feet
0 450 900 1,800
Feet

APPENDIX Q

LETTERS ADDRESSED TO TOWNSHIP OF FOSTER PLANNING COMMISSION, TOWNSHIP OF BUTLER PLANNING COMMISSION AND LUZERNE COUNTY PLANNING COMMISSION REGARDING APPLICATION'S COMPLIANCE WITH THEIR RESPECTIVE COMPREHENSIVE PLANS

PENNSYLVANIA
AMERICAN WATER

852 Wesley Drive
Mechacnisburg, PA 17055
717-550-1589 Office
717-554-2700 Cell
michael.salvo@amwter.com
www.amwater.com

August 18, 2021

Mr. Jerry Brogan
Chairman/Sewer Liaison
Foster Township Planning Commission
1000 Wyoming Avenue
Freeland, PA 18224

Re: Pennsylvania -American Water Company application to acquire the Foster Township West End Wastewater System, Luzerne County, Pennsylvania.

Dear Mr. Brogan,

Pennsylvania American Water Company (Pennsylvania American Water) will soon be submitting an application under Section 1102 of the Pennsylvania Public Utility Commission (PUC) Code, 66 Pa. C. S. §1329 for the acquisition of Foster Township West End wastewater collection system.

Prior to filing the application, and pursuant to our application filing requirements, we are to request evidence that the filing is consistent with your townships' comprehensive plan, specifically our certificated service territory aligns with your Comprehensive Plan and Zoning. I have attached a map identifying the certificated service territory (bold line) for the existing sewer area for your reference. Additionally, our filing is also consistent with the approved DEP Act 537 Official Sewage Facilities Plan.

Specifically, the PUC requests the Township provide a response (yes/no) to the following questions:

1. Are there adopted municipal comprehensive plans for the townships/boroughs involved? Yes
2. Is there an adopted county comprehensive plan? Yes
3. Is there an adopted multi-municipal or multi-county comprehensive plan? No
4. Is there an adopted county or municipal zoning ordinance or joint municipal zoning ordinance? Yes
5. Is the proposed project consistent with these comprehensive plans and/or zoning ordinances? Yes

6. If the answer is "yes" to any of the above questions, please sign below, or submit a letter, indicating that the application is consistent with the applicable comprehensive plans and zoning ordinances. If not, please provide an explanation.

Would you please review, complete, sign below and return to my attention?

Please feel free to contact me at 717-554-2700 or email at michael.salvo@amwater.com if you have additional questions.

If possible, kindly return as soon as possible.

Sincerely,

Michael Salvo

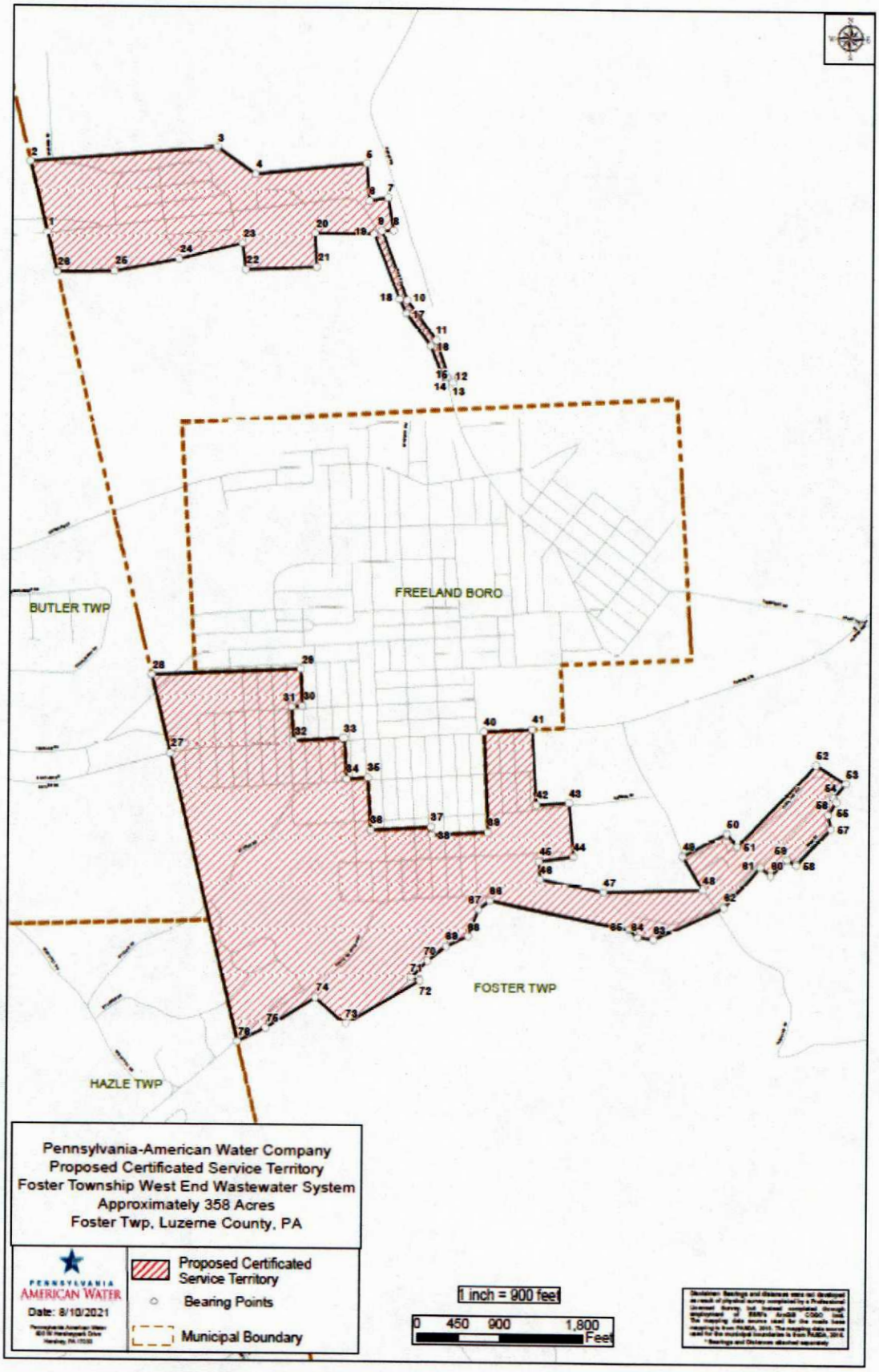
Michael Salvo
Senior Manager, Business Development

Pennsylvania American Water's application is consistent with the applicable comprehensive plans and zoning ordinances.

Foster Township Authorized Representative Brittany Majewski

Printed Name/Title Brittany Majewski, secretary Date 8/20/21

Please send/e-mail this form to: Michael Salvo at michael.salvo@amwater.com


FREELAND BORO
BUTLER TWP
FOSTER TWP
HAZLE TWP
Pennsylvania-American Water Company
Proposed Certificated Service Territory
Foster Township West End Wastewater System
Approximately 358 Acres
Foster Twp, Luzerne County, PA
PENNSYLVANIA AMERICAN WATER
Date: 8/10/2021
Proposed Certificated Service Territory
Bearing Points
Municipal Boundary
1 inch = 900 feet
0 450 900 1,800
Feet

PENNSYLVANIA
AMERICAN WATER

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Mechacnisburg, PA 17055
717-550-1589 Office
717-554-2700 Cell
michael.salvo@amwter.com
www.amwater.com

August 18, 2021

RECEIVED
8-19-21 JM

Mr. Paul Feno
Chairman
Butler Township Planning Commission
83 Corporate Drive
Drums, PA 18222

Re: Pennsylvania -American Water Company application to acquire the Foster Township West End Wastewater System, Luzerne County, Pennsylvania.

Dear Mr. Feno,

Pennsylvania American Water Company (Pennsylvania American Water) will soon be submitting an application under Section 1102 of the Pennsylvania Public Utility Commission (PUC) Code, 66 Pa. C. S. §1329 for the acquisition of Foster Township West End wastewater collection system.

Prior to filing the application, and pursuant to our application filing requirements, we are to request evidence that the filing is consistent with your townships' comprehensive plan, specifically our certificated service territory aligns with your Comprehensive Plan and Zoning. I have attached a map identifying the certificated service territory (bold line) for the existing sewer area for your reference. Additionally, our filing is also consistent with the approved DEP Act 537 Official Sewage Facilities Plan.

Specifically, the PUC requests the Township provide a response (yes/no) to the following questions:

1. Are there adopted municipal comprehensive plans for the townships/boroughs involved? Y
2. Is there an adopted county comprehensive plan? Y
3. Is there an adopted multi-municipal or multi-county comprehensive plan? Y
4. Is there an adopted county or municipal zoning ordinance or joint municipal zoning ordinance? Y
5. Is the proposed project consistent with these comprehensive plans and/or zoning ordinances? Y
6. If the answer is "yes" to any of the above questions, please sign below, or submit a letter, indicating that the application is consistent with the applicable comprehensive plans and zoning ordinances. If not, please provide an explanation.

Would you please review, complete, sign below and return to my attention?

Please feel free to contact me at 717-554-2700 or email at michael.salvo@amwater.com if you have additional questions.

If possible, kindly return as soon as possible.

Sincerely,

Michael Salvo

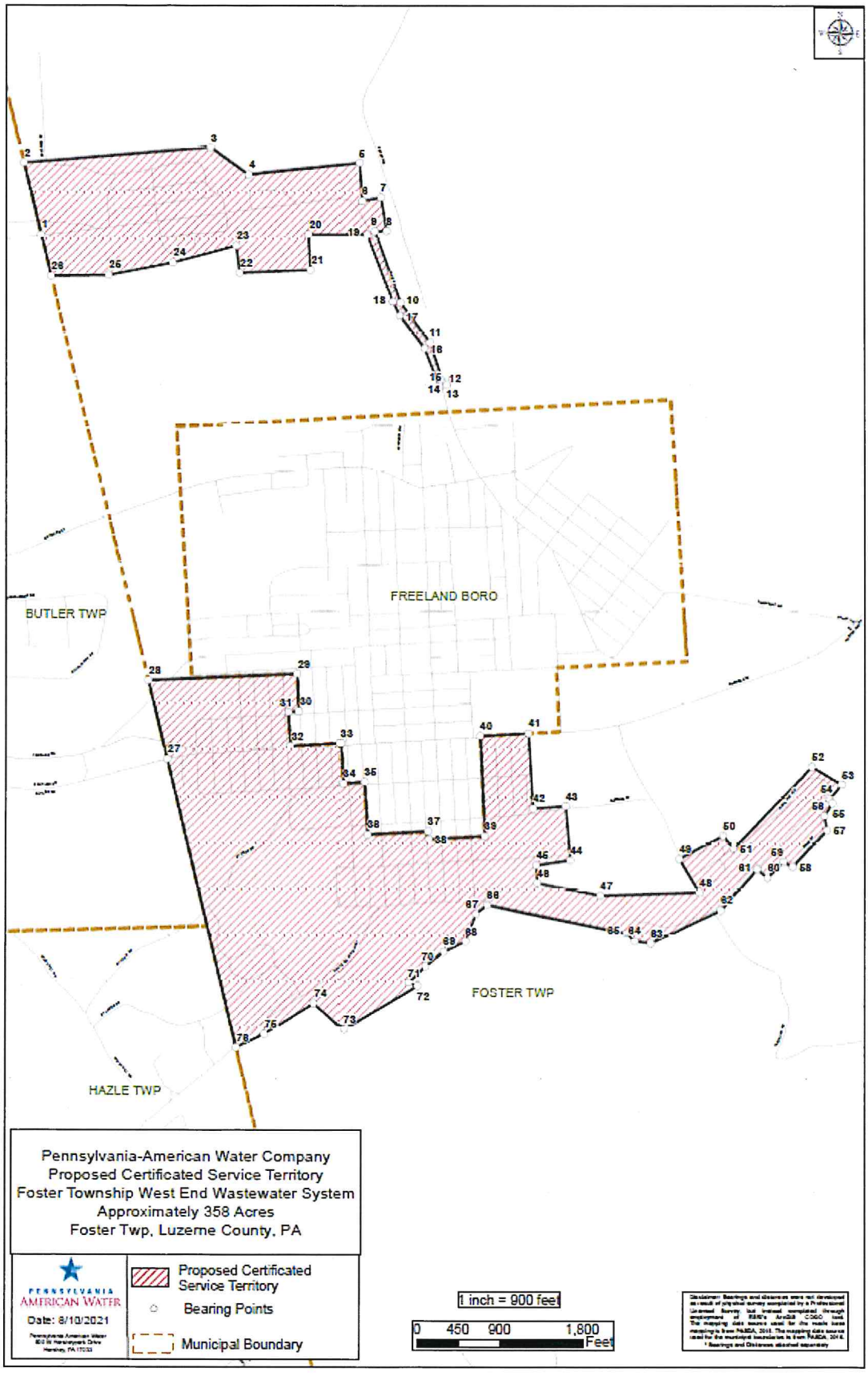
Michael Salvo
Senior Manager, Business Development

Pennsylvania American Water's application is consistent with the applicable comprehensive plans and zoning ordinances.

Butler Township Authorized Representative _____

Printed Name/Title Paul M Fenn / Planning Board President Date 9/7/21

Please send/e-mail this form to: Michael Salvo at michael.salvo@amwater.com


FREELAND BORO
BUTLER TWP
FOSTER TWP
HAZLE TWP
Pennsylvania-American Water Company
Proposed Certificated Service Territory
Foster Township West End Wastewater System
Approximately 358 Acres
Foster Twp, Luzerne County, PA
PENNSYLVANIA AMERICAN WATER
Date: 8/10/2021
Proposed Certificated Service Territory
Bearing Points
Municipal Boundary
1 inch = 900 feet
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Feet

PENNSYLVANIA
AMERICAN WATER

852 Wesley Drive
Mechacnisburg, PA 17055
717-550-1589 Office
717-554-2700 Cell
michael.salvo@amwter.com
www.amwater.com

August 18, 2021

Mr. Matthew C. Jones, AICP
Executive Director
Luzerne County Planning Commission
200 North River Street
Wilkes-Barre, PA 18711

Re: Pennsylvania -American Water Company application to acquire the Foster Township West End Wastewater System, Luzerne County, Pennsylvania.

Dear Mr. Jones,

Pennsylvania American Water Company (Pennsylvania American Water) will soon be submitting an application under Section 1102 of the Pennsylvania Public Utility Commission (PUC) Code, 66 Pa. C. S. §1329 for the acquisition of Foster Township West End wastewater collection system.

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Specifically, the PUC requests the County provide a response (yes/no) to the following questions:

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4. Is there an adopted county or municipal zoning ordinance or joint municipal zoning ordinance? ___
5. Is the proposed project consistent with these comprehensive plans and/or zoning ordinances? ___
6. If the answer is "yes" to any of the above questions, please sign below, or submit a letter, indicating that the application is consistent with the applicable comprehensive plans and zoning ordinances. If not, please provide an explanation.

Would you please review, complete, sign below and return to my attention?

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If possible, kindly return as soon as possible.

Sincerely,

Michael Salvo

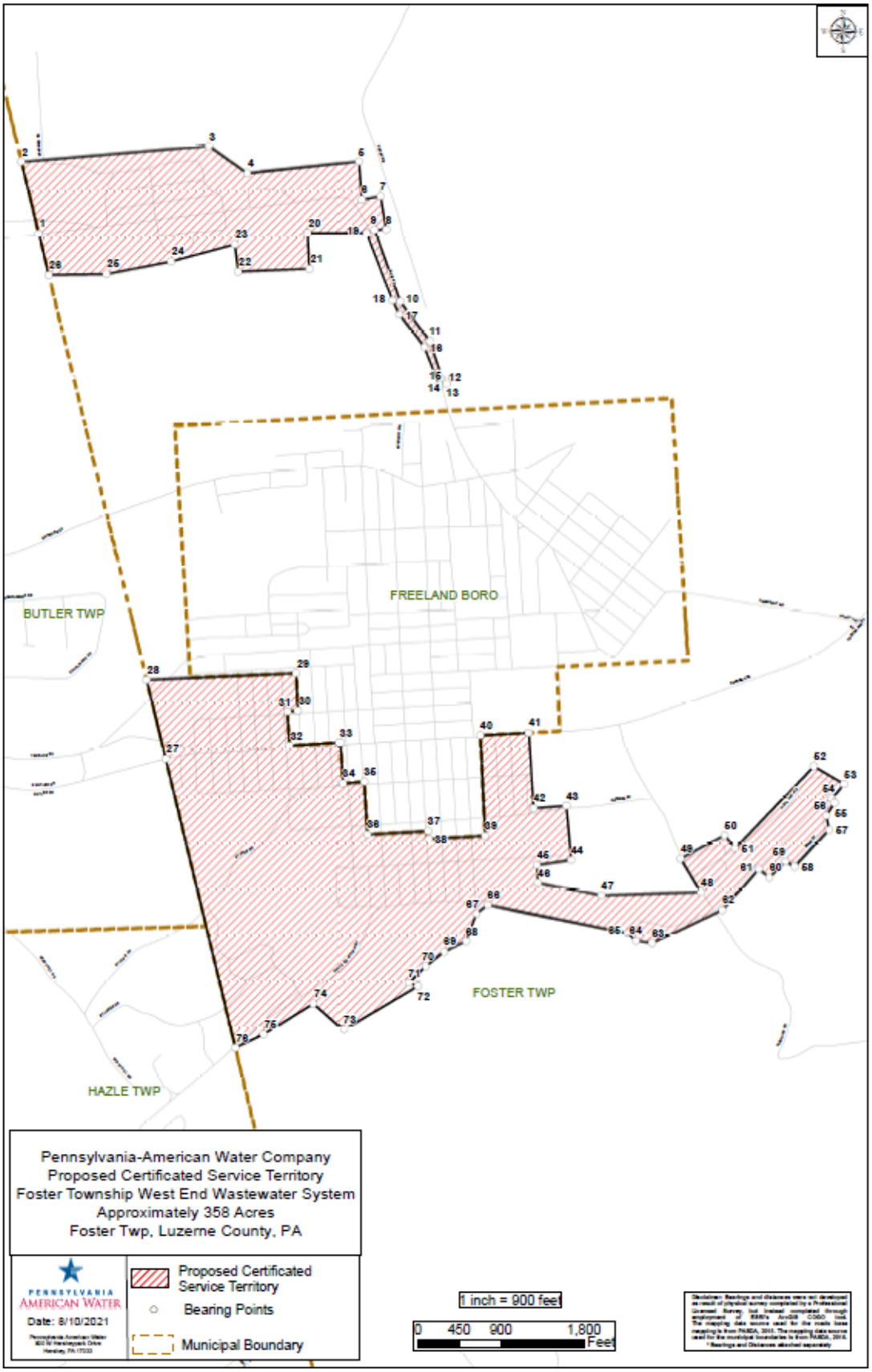
Michael Salvo
Senior Manager, Business Development

Pennsylvania American Water's application is consistent with the applicable comprehensive plans and zoning ordinances.

Luzerne County Authorized Representative _____

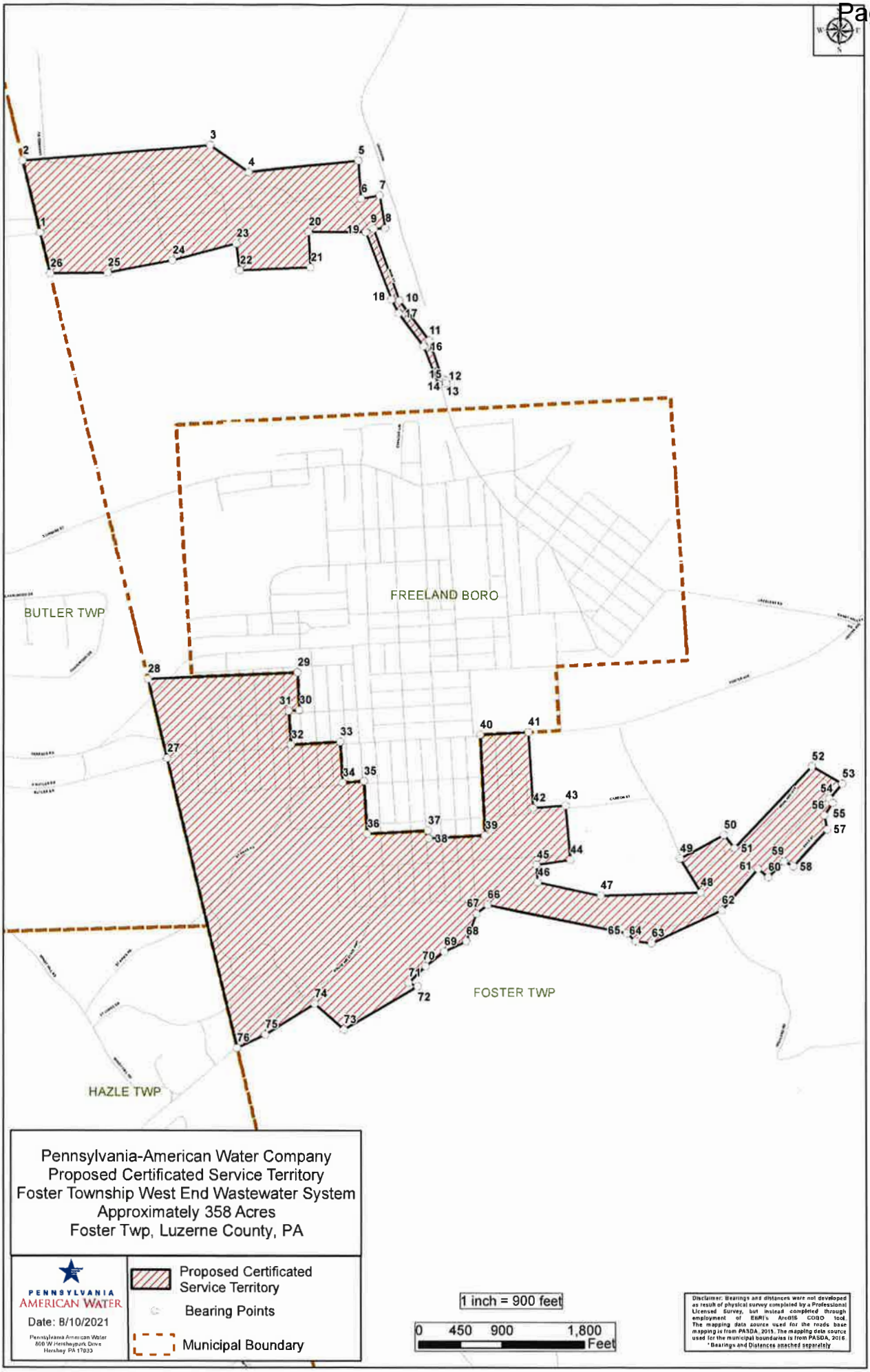
Printed Name/Title _____ Date _____

Please send/e-mail this form to: Michael Salvo at michael.salvo@amwater.com


FREELAND BORO
BUTLER TWP
FOSTER TWP
HAZLE TWP
Pennsylvania-American Water Company
Proposed Certificated Service Territory
Foster Township West End Wastewater System
Approximately 358 Acres
Foster Twp, Luzerne County, PA
PENNSYLVANIA AMERICAN WATER
Date: 8/10/2021
Proposed Certificated Service Territory
Bearing Points
Municipal Boundary
1 inch = 900 feet
0 450 900 1,800
Feet

APPENDIX R

MAPS OF PENNSYLVANIA-AMERICAN WATER COMPANY'S APPLIED-FOR SERVICE TERRITORY


FREELAND BORO
BUTLER TWP
FOSTER TWP
HAZLE TWP
Pennsylvania-American Water Company
Proposed Certificated Service Territory
Foster Township West End Wastewater System
Approximately 358 Acres
Foster Twp, Luzerne County, PA
PENNSYLVANIA AMERICAN WATER
Date: 8/10/2021
Pennsylvania American Water
800 W Hersheypark Drive
Hershey PA 17033
Proposed Certificated Service Territory
Bearing Points
Municipal Boundary
1 inch = 900 feet
0 450 900 1,800
Feet
Disclaimer: Bearings and distances were not developed as result of physical survey completed by a Professional Licensed Surveyor, but instead completed through employment of ESRI's ArcGIS COGO tool. The mapping data source used for the roads base mapping is from PASDA, 2015. The mapping data source used for the municipal boundaries is from PASDA, 2016
* Bearings and Distances enached separately

Starting Point: For the Northern Service Area, begin at the intersection of Main St and Spring St in Foster Twp, PA, follow Main St in a Southwesterly direction approximately 744 ft.

From	To	Bearing	Distance(ft)
1	2	N13°35'22"W	803.614
2	3	N85°18'20"E	2040.25
3	4	S55°07'21"E	508.34
4	5	N83°59'59"E	1202.78
5	6	S4°17'42"E	414.77
6	7	N79°55'34"E	207.96
7	8	S9°06'24"E	363.30
8	9	S87°58'42"W	124.52
9	10	S19°44'55"E	827.36
10	11	S36°35'45"E	536.77
11	12	S18°47'46"E	437.37
12	13	S65°28'39"E	46.81
13	14	S1°33'46"E	28.17
14	15	S80°23'19"W	83.06
15	16	N21°35'24"W	443.09
16	17	N37°06'11"W	446.71
17	18	N25°59'29"W	168.62
18	19	N21°16'39"W	781.32
19	20	N89°36'38"W	622.82
20	21	S3°07'36"E	388.70
21	22	S87°55'19"W	774.78
22	23	N6°51'12"W	292.62
23	24	S75°05'11"W	715.06
24	25	S79°12'33"W	714.01
25	26	S89°08'56"W	628.51
26	1	N13°35'22"W	455.71

Starting Point: For the Southern Service Area, begin at the intersection of Butler Dr and Forest Ave, Foster Twp, PA, follow Butler Dr in a Southwesterly direction approximately 162 ft.

From	To	Bearing	Distance(ft)
27	28	N13°35'22"W	883.79
28	29	N87°28'39"E	1624.78
29	30	S2°32'06"E	410.11
30	31	S86°26'25"W	113.90
31	32	S3°33'15"E	366.66
32	33	N86°27'01"E	539.73
33	34	S3°33'14"E	445.79
34	35	N85°27'07"E	229.65
35	36	S3°33'16"E	572.50
36	37	N86°43'03"E	659.36
37	38	S3°36'30"E	84.96
38	39	N86°52'07"E	612.43
39	40	N2°39'02"W	1087.95
40	41	N86°55'20"E	526.89
41	42	S3°30'52"E	819.54
42	43	N85°35'39"E	359.45
43	44	S4°43'15"E	592.45
44	45	S81°42'42"W	373.18
45	46	S3°30'53"E	189.43
46	47	S78°18'50"E	702.42
47	48	N88°05'37"E	1083.10
48	49	N31°33'32"W	429.40
49	50	N62°03'45"E	541.92
50	51	S39°18'47"E	181.14
51	52	N44°01'48"E	1228.09
52	53	S60°23'45"E	376.64
53	54	S39°15'10"W	211.61
54	55	S36°03'04"E	55.76
55	56	S34°36'01"W	162.63
56	57	S11°47'32"E	156.23
57	58	S42°55'13"W	547.04
58	59	N61°54'32"W	117.33
59	60	S45°26'31"W	243.87
60	61	N51°21'50"W	142.82
61	62	S41°51'19"W	597.70
62	63	S64°42'47"W	840.62
63	64	N81°24'03"W	175.63
64	65	N48°57'33"W	125.79
65	66	N78°37'45"W	1547.68
66	67	S52°05'23"W	155.58
67	68	S20°23'21"W	316.45
68	69	S64°38'42"W	263.37
69	70	S52°01'44"W	254.97
70	71	S45°40'39"W	256.53
71	72	S68°32'54"E	106.68
72	73	S59°37'04"W	926.65
73	74	N48°39'51"W	423.89
74	75	S58°23'33"W	636.01
75	76	S64°27'26"W	338.23
76	27	N13°34'44"W	3220.09

APPENDIX S

ACT 537 PLAN

Borton Lawson
ENGINEERING
ARCHITECTURE

August 2012
Revised July 2013
Revised October 2013
Revised December 2013

JOINT OFFICIAL SEWAGE FACILITIES PLAN UPDATE REVISION

Freeland Borough and Foster Township
Luzerne County, PA

OHIO
Canton

PENNSYLVANIA
Bethlehem
Nazareth
Pittsburgh
State College
Towanda
Wilkes-Barre

WILKES-BARRE
613 Baltimore Drive
Suite 300
Wilkes-Barre, PA 18702

Phone: 570.821.1999
Fax: 570.821.1990

borton-lawson.com

Prepared For:

The Borough of Freeland Municipal Authority
711 Birckbeck Street
Freeland, PA 18224

Project Number: 2011-2762-01

3800-FM-WSFR0003 9/2005

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER STANDARDS AND FACILITY REGULATION

Act 537 Plan Content and Environmental Assessment Checklist

PART 1 GENERAL INFORMATION

A. Project Information

1. Project Name Joint Official Sewage Facilities Plan Update Revision for Freeland Borough and Foster Township

2. Brief Project Description Wyoming Street Pump Station Force Main Replacement

B. Client (Municipality) Information

Municipality Name	County	City	Boro	Twp
Freeland	Luzerne	☐	☒	☐

Municipality Contact Individual - Last Name	First Name	MI	Suffix	Title
Kuklis	William			Chairman
Additional Individual Last Name	First Name	MI	Suffix	Title

Municipality Mailing Address Line 1	Mailing Address Line 2
711 Birkbeck Street	

Address Last Line -- City	State	ZIP+4
Freeland	PA	18224

Phone + Ext.	FAX (optional)	Email (optional)
570.636.1733	570.636.1700	

C. Site Information

Site (or Project) Name	
Joint Official Sewage Facilities Plan Update Revision for Freeland Borough and Foster Township	(Municipal Name) Act 537 Plan

Site Location Line 1	Site Location Line 2
Freeland Borough	Foster Township

D. Project Consultant Information

Last Name	First Name	MI	Suffix
Albert	Samatha		

Title	Consulting Firm Name
Project Manager	Borton-Lawson

Mailing Address Line 1	Mailing Address Line 2
613 Baltimore Drive	Suite 300

Address Last Line – City	State	ZIP+4	Country
Wilkes-Barre	PA	18702-7903	USA

Email	Phone + Ext.	FAX
salbert@borton-lawson.com	570.821.1994 ext. 243	570.821.1990

PART 2 ADMINISTRATIVE COMPLETENESS CHECKLIST

DEP Use Only	Indicate Page #(s) in Plan	In addition to the main body of the plan, the plan must include items one through eight listed below to be accepted for formal review by the department. Incomplete Plans will be returned unless the municipality is clearly requesting an advisory review.
_____	i	1. **Table of Contents**
		2. **Plan Summary**
_____	1	A. Identify the proposed service areas and major problems evaluated in the plan. (Reference - Title 25, §71.21.a.7.i).
_____	1-2	B. Identify the alternative(s) chosen to solve the problems and serve the areas of need identified in the plan. Also, include any institutional arrangements necessary to implement the chosen alternative(s). (Reference Title 25 §71.21.a.7.ii).
_____	2	C. Present the estimated cost of implementing the proposed alternative (including the user fees) and the proposed funding method to be used. (Reference Title 25, §71.21.a.7.ii).
_____	2	D. Identify the municipal commitments necessary to implement the Plan. (Reference Title 25, §71.21.a.7.iii).
_____	3	E. Provide a schedule of implementation for the project that identifies the MAJOR milestones with dates necessary to accomplish the project to the point of operational status. (Reference Title 25, §71.21.a.7.iv).
_____	3, Appendix P	3. **Municipal Adoption: Original,** signed and sealed Resolution of Adoption by the municipality which contains, at a minimum, alternatives chosen and a commitment to implement the Plan in accordance with the implementation schedule. (Reference Title 25, §71.31.f) Section V.F. of the Planning Guide.
_____	3, Appendix P	4. **Planning Commission / County Health Department Comments**: Evidence that the municipality has requested, reviewed and considered comments by appropriate official planning agencies of the municipality, planning agencies of the county, planning agencies with area wide jurisdiction (where applicable), and any existing county or joint county departments of health. (Reference-Title 25, §71.31.b) Section V.E.1 of the Planning Guide.
_____	3, Appendix P	5. **Publication:** Proof of Public Notice which documents the proposed plan adoption, plan summary, and the establishment and conduct of a 30 day comment period. (Reference-Title 25, §71.31.c) Section V.E.2 of the Planning Guide.
_____	3, Appendix P	6. **Comments and Responses:** Copies of ALL written comments received and municipal response to EACH comment in relation to the proposed plan. (Reference-Title 25, §71.31.c) Section V.E.2 of the Planning Guide.
_____	3	7. **Implementation Schedule:** A complete project implementation schedule with milestone dates specific for each existing and future area of need. Other activities in the project implementation schedule should be indicated as occurring a finite number of days from a major milestone. (Reference-Title 25, §71.31.d) Section V.F. of the Planning Guide. Include dates for the future initiation of feasibility evaluations in the project's implementation schedule for areas proposing completion of sewage facilities for planning periods in excess of five years. (Reference Title 25, §71.21.c).
_____	3-4	8. **Consistency Documentation:** Documentation indicating that the appropriate agencies have received, reviewed and concurred with the method proposed to resolve identified inconsistencies within the proposed alternative and consistency requirements in 71.21.(a)(5)(i-iii). (Reference-Title 25, §71.31.e). Appendix B of the Planning Guide.

PART 3 GENERAL PLAN CONTENT CHECKLIST

DEP Use Only	Indicate Page #(s) in Plan		Item Required
_____	4-8	**I.**	**Previous Wastewater Planning**
		A.	Identify, describe and briefly analyze all past wastewater planning for its impact on the current planning effort:
_____	4-7	1.	Previously undertaken under the Sewage Facilities Act (Act 537). (Reference-Act 537, Section 5 §d.1).
_____	7	2.	Has not been carried out according to an approved implementation schedule contained in the plans. (Reference-Title 25, §71.21.a.5.i.A-D). Section V.F of the Planning Guide.
_____	7	3.	Is anticipated or planned by applicable sewer authorities or approved under a Chapter 94 Corrective Action Plan. (Reference-Title 25, §71.21.a.5.i.A&B). Section V.D. of the Planning Guide.
_____	7-8	4.	Through planning modules for new land development, planning "exemptions" and addenda. (Reference-Title 25, §71.21.a.5.i.A).
_____	8	**II.**	**Physical and Demographic Analysis utilizing written description and mapping** (All items listed below require maps, and all maps should show all current lots and structures and be of appropriate scale to clearly show significant information).
_____	8	A.	Identification of planning area(s), municipal boundaries, Sewer Authority/Management Agency service area boundaries. (Reference-Title 25, §71.21.a.1.i).
_____	8	B.	Identification of physical characteristics (streams, lakes, impoundments, natural conveyance, channels, drainage basins in the planning area). (Reference-Title 25, §71.21.a.1.ii).
_____	8	C.	Soils - Analysis with description by soil type and soils mapping for areas not presently served by sanitary sewer service. Show areas suitable for in-ground onlot systems, elevated sand mounds, individual residential spray irrigation systems, and areas unsuitable for soil dependent systems. (Reference-Title 25, §71.21.a.1.iii). Show Prime Agricultural Soils and any locally protected agricultural soils. (Reference-Title 25, §71.21.a.1.iii).
_____	8	D.	Geologic Features - (1) Identification through analysis, (2) mapping and (3) their relation to existing or potential nitrate-nitrogen pollution and drinking water sources. Include areas where existing nitrate-nitrogen levels are in excess of 5 mg/L. (Reference-Title 25, §71.21.a.1.iii).
_____	8	E.	Topography - Depict areas with slopes that are suitable for conventional systems; slopes that are suitable for elevated sand mounds and slopes that are unsuitable for onlot systems. (Reference-Title 25, §71.21.a.1.ii).
_____	8	F.	Potable Water Supplies - Identification through mapping, description and analysis. Include public water supply service areas and available public water supply capacity and aquifer yield for groundwater supplies. (Reference-Title 25 §71.21.a.1.vi). Section V.C. of the Planning Guide.

_____	8		G. Wetlands-Identify wetlands as defined in Title 25, Chapter 105 by description, analysis and mapping. Include National Wetland Inventory mapping and potential wetland areas per USDA, SCS mapped hydric soils. Proposed collection, conveyance and treatment facilities and lines must be located and labeled, along with the identified wetlands, on the map. (Reference-Title 25, §71.21.a.1.v). Appendix B, Section II.I of the Planning Guide.
_____	8-15	**III.**	**Existing Sewage Facilities in the Planning Area - Identifying the Existing Needs**
			A. Identify, map and describe municipal and non-municipal, individual and community sewerage systems in the planning area including:
_____	9-13		1. Location, size and ownership of treatment facilities, main intercepting lines, pumping stations and force mains including their size, capacity, point of discharge. Also include the name of the receiving stream, drainage basin, and the facility's effluent discharge requirements. (Reference-Title 25, §71.21a.2.i.A).
_____	13		2. A narrative and schematic diagram of the facility's basic treatment processes including the facility's NPDES permitted capacity, and the Clean Streams Law permit number. (Reference-Title 25, §71.21.a.2.i.A).
_____	13-15		3. A description of problems with existing facilities (collection, conveyance and/or treatment), including existing or projected overload under Title 25, Chapter 94 (relating to municipal wasteload management) or violations of the NPDES permit, Clean Streams Law permit, or other permit, rule or regulation of DEP. (Reference-Title 25, §71.21.a.2.i.B).
_____	N/A		4. Details of scheduled or in-progress upgrading or expansion of treatment facilities and the anticipated completion date of the improvements. Discuss any remaining reserve capacity and the policy concerning the allocation of reserve capacity. Also discuss the compatibility of the rate of growth to existing and proposed wastewater treatment facilities. (Reference-Title 25, §71.21.a.4.i & ii).
_____	N/A		5. A detailed description of the municipality's operation and maintenance requirements for small flow treatment facility systems, including the status of past and present compliance with these requirements and any other requirements relating to sewage management programs. (Reference-Title 25, §71.21.a.2.i.C).
_____	N/A		6. Disposal areas, if other than stream discharge, and any applicable groundwater limitations. (Reference-Title 25, §71.21.a.4.i & ii).
_____	15		B. Using DEP's publication titled *Sewage Disposal Needs Identification*, identify, map and describe areas that utilize individual and community onlot sewage disposal and, unpermitted collection and disposal systems ("wildcat" sewers, borehole disposal, etc.) and retaining tank systems in the planning area including:
_____	N/A		1. The types of onlot systems in use. (Reference-Title 25, §71.21.a.2.ii.A).
_____	N/A		2. A sanitary survey complete with description, map and tabulation of documented and potential public health, pollution, and operational problems (including malfunctioning systems) with the systems, including violations of local ordinances, the Sewage Facilities Act, the Clean Stream Law or regulations promulgated thereunder. (Reference-Title 25, §71.21.a.2.ii.B).
_____	N/A		3. A comparison of the types of onlot sewage systems installed in an area with the types of systems which are appropriate for the area according to soil, geologic conditions, topographic limitations sewage flows, and Title 25 Chapter 73 (relating to standards for sewage disposal facilities). (Reference-Title 25, §71.21.a.2.ii.C).

N/A 4. An individual water supply survey to identify possible contamination by malfunctioning onlot sewage disposal systems consistent with DEP's *Sewage Disposal Needs Identification* publication. (Reference-Title 25 §71.21.a.2.ii.B).

N/A 5. Detailed description of operation and maintenance requirements of the municipality for individual and small volume community onlot systems, including the status of past and present compliance with these requirements and any other requirements relating to sewage management programs. (Reference-Title 25, §71.21.a.2.i.C).

15 C. Identify wastewater sludge and septage generation, transport and disposal methods. Include this information in the sewage facilities alternative analysis including:

N/A 1. Location of sources of wastewater sludge or septage (Septic tanks, holding tanks, wastewater treatment facilities). (Reference-Title 25 §71.71).

N/A 2. Quantities of the types of sludges or septage generated. (Reference-Title 25 §71.71).

N/A 3. Present disposal methods, locations, capacities and transportation methods. (Reference-Title 25 §71.71).

15-26 **IV. Future Growth and Land Development**

A. Identify and briefly summarize all municipal and county planning documents adopted pursuant to the Pennsylvania Municipalities Planning Code (Act 247) including:

15 1. All land use plans and zoning maps that identify residential, commercial, industrial, agricultural, recreational and open space areas. (Reference-Title 25, §71.21.a.3.iv).

15 2. Zoning or subdivision regulations that establish lot sizes predicated on sewage disposal methods. (Reference – Title 25§71.21.a.3.iv).

15 3. All limitations and plans related to floodplain and stormwater management and special protection (Ch. 93) areas. (Reference-Title 25 §71.21.a.3.iv) Appendix B, Section II.F of the Planning Guide.

B. Delineate and describe the following through map, text and analysis.

15-16 1. Areas with existing development or plotted subdivisions. Include the name, location, description, total number of EDU's in development, total number of EDU's currently developed and total number of EDU's remaining to be developed (include time schedule for EDU's remaining to be developed). (Reference-Title 25, §71.21.a.3.i).

16 2. Land use designations established under the Pennsylvania Municipalities Planning Code (35 P.S. 10101-11202), including residential, commercial and industrial areas. (Reference-Title 25,§71.21.a.3.ii). Include a comparison of proposed land use as allowed by zoning and existing sewage facility planning. (Reference-Title 25, §71.21.a.3.iv).

16-23 3. Future growth areas with population and EDU projections for these areas using historical, current and future population figures and projections of the municipality. Discuss and evaluate discrepancies between local, county, state and federal projections as they relate to sewage facilities. (Reference-Title 25, §71.21.a.1.iv). (Reference-Title 25, §71.21.a.3.iii).

_____	23	4. Zoning, and/or subdivision regulations; local, county or regional comprehensive plans; and existing plans of any other agency relating to the development, use and protection of land and water resources with special attention to: (Reference-Title 25, §71.21.a.3.iv). --public ground/surface water supplies --recreational water use areas --groundwater recharge areas --industrial water use --wetlands
_____	23-26	5. Sewage planning necessary to provide adequate wastewater treatment for five and ten year future planning periods based on projected growth of existing and proposed wastewater collection and treatment facilities. (Reference-Title 25, §71.21.a.3.v).
_____	26-44	**V. Identify Alternatives to Provide New or Improved Wastewater Disposal Facilities**
		A. Conventional collection, conveyance, treatment and discharge alternatives including:
_____	26	1. The potential for regional wastewater treatment. (Reference-Title 25, §71.21.a.4).
_____	26	2. The potential for extension of existing municipal or non-municipal sewage facilities to areas in need of new or improved sewage facilities. (Reference-Title 25, §71.21.a.4.i).
_____	26	3. The potential for the continued use of existing municipal or non-municipal sewage facilities through one or more of the following: (Reference-Title 25, §71.21.a.4.ii).
_____	26-28	a. Repair. (Reference-Title 25, §71.21.a.4.ii.A).
_____	26-28	b. Upgrading. (Reference-Title 25, §71.21.a.4.ii.B).
_____	26-28	c. Reduction of hydraulic or organic loading to existing facilities. (Reference-Title 25, §71.71).
_____	26-28	d. Improved operation and maintenance. Reference-Title 25, §71.21.a.4.ii.C).
_____	26-28	e. Other applicable actions that will resolve or abate the identified problems. (Reference-Title 25, §71.21.a.4.ii.D).
_____	29-42	4. Repair or replacement of existing collection and conveyance system components. (Reference-Title 25, §71.21.a.4.ii.A).
_____	N/A	5. The need for construction of new community sewage systems including sewer systems and/or treatment facilities. (Reference-Title 25, §71.21.a.4.iii).
_____	N/A	6. Use of innovative/alternative methods of collection/conveyance to serve needs areas using existing wastewater treatment facilities. (Reference-Title 25, §71.21.a.4.ii.B).
_____	42	B. The use of individual sewage disposal systems including individual residential spray irrigation systems based on:
_____	N/A	1. Soil and slope suitability. (Reference-Title 25, §71.21.a.2.ii.C).
_____	N/A	2. Preliminary hydrogeologic evaluation. (Reference-Title 25, §71.21.a.2.ii.C).
_____	N/A	3. The establishment of a sewage management program. (Reference-Title 25, §71.21.a.4.iv). See also Part “F” below.
_____	N/A	4. The repair, replacement or upgrading of existing malfunctioning systems in

areas suitable for onlot disposal considering: (Reference-Title 25, §71.21.a.4).

N/A a. Existing technology and sizing requirements of Title 25 Chapter 73. (Reference-Title 25, §73.31-73.72).

N/A b. Use of expanded absorption areas or alternating absorption areas. (Reference-Title 25, §73.16).

N/A c. Use of water conservation devices. (Reference-Title 25, §71.73.b.2.iii).

42 C. The use of small flow sewage treatment facilities or package treatment facilities to serve individual homes or clusters of homes with consideration of: (Reference-Title 25, §71.64.d).

N/A 1. Treatment and discharge requirements. (Reference-Title 25, §71.64.d).

N/A 2. Soil suitability. (Reference-Title 25, §71.64.c.l).

N/A 3. Preliminary hydrogeologic evaluation. (Reference-Title 25, §71.64.c.2).

N/A 4. Municipal, Local, Agency or other controls over operation and maintenance requirements through a Sewage Management Program. (Reference-Title 25, §71.64.d). See Part "F" below.

42 D. The use of community land disposal alternatives including:

N/A 1. Soil and site suitability. (Reference-Title 25, §71.21.a.2.ii.C).

N/A 2. Preliminary hydrogeologic evaluation. (Reference-Title 25, §71.21.a.2.ii.C).

N/A 3. Municipality, Local Agency or Other Controls over operation and maintenance requirements through a Sewage Management Program (Reference-Title25, §71.21.a.2.ii.C). See Part "F" below.

N/A 4. The rehabilitation or replacement of existing malfunctioning community land disposal systems. (See Part "V", B, 4, a, b, c above). See also Part "F" below.

42 E. The use of retaining tank alternatives on a temporary or permanent basis including: (Reference- Title 25, §71.21.a.4).

N/A 1. Commercial, residential and industrial use. (Reference-Title 25, §71.63.e).

N/A 2 Designated conveyance facilities (pumper trucks). (Reference-Title 25, §71.63.b.2).

N/A 3. Designated treatment facilities or disposal site. (Reference-Title 25, §71.63.b.2).

N/A 4. Implementation of a retaining tank ordinance by the municipality. (Reference-Title 25, §71.63.c.3). See Part "F" below.

N/A 5. Financial guarantees when retaining tanks are used as an interim sewage disposal measure. (Reference-Title 25, §71.63.c.2).

42-43 F. Sewage Management Programs to assure the future operation and maintenance of existing and proposed sewage facilities through:

N/A 1. Municipal ownership or control over the operation and maintenance of individual onlot sewage disposal systems, small flow treatment facilities, or other traditionally non-municipal treatment facilities. (Reference-Title 25, §71.21.a.4.iv).

N/A 2. Required inspection of sewage disposal systems on a schedule established by the municipality. (Reference-Title 25, §71.73.b.1.).

N/A 3. Required maintenance of sewage disposal systems including septic and aerobic treatment tanks and other system components on a schedule

established by the municipality. (Reference-Title 25, §71.73.b.2).

_____ N/A 4. Repair, replacement or upgrading of malfunctioning onlot sewage systems. (Reference-Title 25, §71.21.a.4.iv) and §71.73.b.5 through:

_____ N/A a. Aggressive pro-active enforcement of ordinances that require operation and maintenance and prohibit malfunctioning systems. (Reference-Title 25, §71.73.b.5).

_____ N/A b. Public education programs to encourage proper operation and maintenance and repair of sewage disposal systems.

_____ N/A 5. Establishment of joint municipal sewage management programs. (Reference-Title 25, §71.73.b.8).

_____ N/A 6. Requirements for bonding, escrow accounts, management agencies or associations to assure operation and maintenance for non-municipal facilities. (Reference-Title 25, §71.71).

_____ 43 G. Non-structural comprehensive planning alternatives that can be undertaken to assist in meeting existing and future sewage disposal needs including: (Reference-Title 25, §71.21.a.4).

1. Modification of existing comprehensive plans involving:

_____ N/A a. Land use designations. (Reference-Title 25, §71.21.a.4).

_____ N/A b. Densities. (Reference-Title 25, §71.21.a.4).

_____ N/A c. Municipal ordinances and regulations. (Reference-Title 25, §71.21.a.4).

_____ N/A d. Improved enforcement. (Reference-Title 25, §71.21.a.4).

_____ N/A e. Protection of drinking water sources. (Reference-Title 25, §71.21.a.4).

_____ N/A 2. Consideration of a local comprehensive plan to assist in producing sound economic and consistent land development. (Reference-Title 25, §71.21.a.4).

_____ N/A 3. Alternatives for creating or changing municipal subdivision regulations to assure long-term use of on-site sewage disposal that consider lot sizes and protection of replacement areas. (Reference-Title 25, §71.21.a.4).

_____ N/A 4. Evaluation of existing local agency programs and the need for technical or administrative training. (Reference-Title 25, §71.21.a.4).

_____ 43 H. A no-action alternative which includes discussion of both short-term and long-term impacts on: (Reference-Title 25, §71.21.a.4).

_____ 43 1. Water Quality/Public Health. (Reference-Title 25, §71.21.a.4).

_____ 43 2. Growth potential (residential, commercial, industrial). (Reference-Title 25, §71.21.a.4).

_____ 43 3. Community economic conditions. (Reference-Title 25, §71.21.a.4).

_____ 43 4. Recreational opportunities. (Reference-Title 25, §71.21.a.4).

_____ 43 5. Drinking water sources. (Reference-Title 25, §71.21.a.4).

_____ 44 6. Other environmental concerns. (Reference-Title 25, §71.21.a.4).

_____ 44-51 **VI. Evaluation of Alternatives**

A. Technically feasible alternatives identified in Section V of this check-list must be evaluated for consistency with respect to the following: (Reference-Title 25, §71.21.a.5.i.).

_____ 44 1. Applicable plans developed and approved under **Sections 4 and 5 of the Clean Streams Law or Section 208 of the Clean Water Act** (33 U.S.C.A. 1288). (Reference-Title 25, §71.21.a.5.i.A). Appendix B, Section II.A of the

Planning Guide.

_____ 44 2. Municipal wasteload management **Corrective Action Plans or Annual Reports** developed under PA Code, Title 25, Chapter 94. (Reference-Title 25, §71.21.a.5.i.B). The municipality's recent Wasteload Management (Chapter 94) Reports should be examined to determine if the proposed alternative is consistent with the recommendations and findings of the report. Appendix B, Section II.B of the Planning Guide.

_____ 44 3. Plans developed under **Title II of the Clean Water Act** (33 U.S.C.A. 1281-1299) or **Titles II and VI of the Water Quality Act of 1987** (33 U.S.C.A 1251-1376). (Reference-Title 25, §71.21.a.5.i.C). Appendix B, Section II.E of the Planning Guide.

_____ 44 4. **Comprehensive plans** developed under the Pennsylvania Municipalities Planning Code. (Reference-Title 25, §71.21.a.5.i.D). The municipality's comprehensive plan must be examined to assure that the proposed wastewater disposal alternative is consistent with land use and all other requirements stated in the comprehensive plan. Appendix B, Section II.D of the Planning Guide.

_____ 45 5. **Antidegradation requirements** as contained in PA Code, Title 25, Chapters 93, 95 and 102 (relating to water quality standards, wastewater treatment requirements and erosion control) and the Clean Water Act. (Reference-Title 25, §71.21.a.5.i.E). Appendix B, Section II.F of the Planning Guide.

_____ 45 6. **State Water Plans** developed under the Water Resources Planning Act (42 U.S.C.A. 1962-1962 d-18). (Reference-Title 25, §71.21.a.5.i.F). Appendix B, Section II.C of the Planning Guide.

_____ 45 7. **Pennsylvania Prime Agricultural Land Policy** contained in Title 4 of the Pennsylvania Code, Chapter 7, Subchapter W. Provide narrative on local municipal policy and an overlay map on prime agricultural soils. (Reference-Title 25, §71.21.a.5.i.G). Appendix B, Section II.G of the Planning Guide.

_____ 46 8. **County Stormwater Management Plans** approved by DEP under the Storm Water Management Act (32 P.S. 680.1-680.17). (Reference-Title 25, §71.21.a.5.i.H). Conflicts created by the implementation of the proposed wastewater alternative and the existing recommendations for the management of stormwater in the county Stormwater Management Plan must be evaluated and mitigated. If no plan exists, no conflict exists. Appendix B, Section II.H of the Planning Guide.

_____ 46 9. **Wetland Protection.** Using wetland mapping developed under Checklist Section II.G, identify and discuss mitigative measures including the need to obtain permits for any encroachments on wetlands from the construction or operation of any proposed wastewater facilities. (Reference-Title 25, §71.21.a.5.i.I) Appendix B, Section II.I of the Planning Guide.

_____ 46 10. **Protection of rare, endangered or threatened plant and animal species** as identified by the Pennsylvania Natural Diversity Inventory (PNDI). (Reference-Title 25, §71.21.a.5.i.J). Provide DEP with a copy of the completed Request For PNDI Search document. Also provide a copy of the response letter from the Department of Conservation and Natural Resources' Bureau of Forestry regarding the findings of the PNDI search. Appendix B, Section II.J of the Planning Guide.

_____ 46 11. **Historical and archaeological resource protection** under P.C.S. Title 37, Section 507 relating to cooperation by public officials with the Pennsylvania Historical and Museum Commission. (Reference-Title 25, §71.21.a.5.i.K). Provide the department with a completed copy of a Cultural Resource Notice

request of the Bureau of Historic Preservation (BHP) to provide a listing of known historical sites and potential impacts on known archaeological and historical sites. Also provide a copy of the response letter from the BHP. Appendix B, Section II.K of the Planning Guide.

_____ 46 B. Provide for the resolution of any inconsistencies in any of the points identified in Section VI.A. of this checklist by submitting a letter from the appropriate agency stating that the agency has received, reviewed and concurred with the resolution of identified inconsistencies. (Reference-Title 25, §71.21.a.5.ii). Appendix B of the Planning Guide.

_____ 46-47 C. Evaluate alternatives identified in Section V of this checklist with respect to applicable water quality standards, effluent limitations or other technical, legislative or legal requirements. (Reference-Title 25, §71.21.a.5.iii).

_____ 47-50 D. Provide cost estimates using present worth analysis for construction, financing, on going administration, operation and maintenance and user fees for alternatives identified in Section V of this checklist. Estimates shall be limited to areas identified in the plan as needing improved sewage facilities within five years from the date of plan submission. (Reference-Title 25, §71.21.a.5.iv).

_____ 50-51 E. Provide an analysis of the funding methods available to finance the proposed alternatives evaluated in Section V of this checklist. Also provide documentation to demonstrate which alternative and financing scheme combination is the most cost-effective; and a contingency financial plan to be used if the preferred method of financing cannot be implemented. The funding analysis shall be limited to areas identified in the plan as needing improved sewage facilities within five years from the date of the plan submission. (Reference-Title 25, §71.21.a.5.v).

_____ 51 F. Analyze the need for immediate or phased implementation of each alternative proposed in Section V of this checklist including: (Reference-Title 25, §71.21.a.5.vi).

_____ N/A 1. A description of any activities necessary to abate critical public health hazards pending completion of sewage facilities or implementation of sewage management programs. (Reference-Title 25, §71.21.a.5.vi.A).

_____ 51 2. A description of the advantages, if any, in phasing construction of the facilities or implementation of a sewage management program justifying time schedules for each phase. (Reference-Title 25, §71.21.a.5.vi.B).

_____ 51 G. Evaluate administrative organizations and legal authority necessary for plan implementation. (Reference - Title 25, §71.21.a.5.vi.D.).

_____ 51-54 **VII. Institutional Evaluation**

A. Provide an analysis of all existing wastewater treatment authorities, their past actions and present performance including:

_____ 52 1. Financial and debt status. (Reference-Title 25, §71.61.d.2).

_____ 52 2. Available staff and administrative resources. (Reference-Title 25, §71.61.d.2)

_____ 52-53 3. Existing legal authority to:

_____ 52 a. Implement wastewater planning recommendations. (Reference-Title 25, §71.61.d.2).

_____ 52 b. Implement system-wide operation and maintenance activities. (Reference-Title 25, §71.61.d.2).

_____ 52 c. Set user fees and take purchasing actions. (Reference-Title 25, §71.61.d.2).

_____ 52 d. Take enforcement actions against ordinance violators. (Reference-Title 25,

§71.61.d.2).

52 e. Negotiate agreements with other parties. (Reference-Title 25, §71.61.d.2).

52-53 f. Raise capital for construction and operation and maintenance of facilities. (Reference-Title 25,§71.61.d.2).

53 B. Provide an analysis and description of the various institutional alternatives necessary to implement the proposed technical alternatives including:

53 1. Need for new municipal departments or municipal authorities. (Reference-Title 25, §71.61.d.2).

53 2. Functions of existing and proposed organizations (sewer authorities, onlot maintenance agencies, etc.). (Reference-Title 25, §71.61.d.2).

53 3. Cost of administration, implementability, and the capability of the authority/agency to react to future needs. (Reference-Title 25, §71.61.d.2).

53-54 C. Describe all necessary administrative and legal activities to be completed and adopted to ensure the implementation of the recommended alternative including:

54 1. Incorporation of authorities or agencies. (Reference-Title 25, §71.61.d.2).

54 2. Development of all required ordinances, regulations, standards and inter-municipal agreements. (Reference-Title 25, §71.61.d.2).

54 3. Description of activities to provide rights-of-way, easements and land transfers. (Reference-Title 25, §71.61.d.2).

54 4. Adoption of other municipal sewage facilities plans. (Reference-Title 25, §71.61.d.2).

54 5. Any other legal documents. (Reference-Title 25, §71.61.d.2).

54 6. Dates or timeframes for items 1-5 above on the project's implementation schedule.

54 D. Identify the proposed institutional alternative for implementing the chosen technical wastewater disposal alternative. Provide justification for choosing the specific institutional alternative considering administrative issues, organizational needs and enabling legal authority. (Reference-Title 25, §71.61.d.2).

54-56 **VIII. Implementation Schedule and Justification for Selected Technical & Institutional Alternatives**

A. Identify the technical wastewater disposal alternative which best meets the wastewater treatment needs of each study area of the municipality. Justify the choice by providing documentation which shows that it is the best alternative based on:

55 1. Existing wastewater disposal needs. (Reference-Title 25, §71.21.a.6).

55 2. Future wastewater disposal needs. (five and ten years growth areas). (Reference-Title 25, §71.21.a.6).

55 3. Operation and maintenance considerations. (Reference-Title 25, §71.21.a.6).

55 4. Cost-effectiveness. (Reference-Title 25, §71.21.a.6).

55 5. Available management and administrative systems. (Reference-Title 25, §71.21.a.6).

55 6. Available financing methods. (Reference-Title 25, §71.21.a.6).

_____	55	7. Environmental soundness and compliance with natural resource planning and preservation programs. (Reference-Title 25, §71.21.a.6).
_____	55	B. Designate and describe the capital financing plan chosen to implement the selected alternative(s). Designate and describe the chosen back-up financing plan. (Reference-Title 25, §71.21.a.6)
_____	56	C. Designate and describe the implementation schedule for the recommended alternative, including justification for any proposed phasing of construction or implementation of a Sewage Management Program. (Reference – Title 25 §71.31d)
		IX. Environmental Report (ER) generated from the Uniform Environmental Review Process (UER)
_____	Appendix R	A. Complete an ER as required by the UER process and as described in the DEP Technical Guidance 381-5511-111. Include this document as "Appendix A" to the Act 537 Plan Update Revision. Note: *An ER is required only for Wastewater projects proposing funding through any of the funding sources identified in the UER.*

FREELAND BOROUGH AND FOSTER TOWNSHIP
JOINT OFFICIAL SEWAGE FACILITIES PLAN UPDATE REVISION
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PLAN SUMMARY

A. Service Areas and Major Problems

The Borough of Freeland Municipal Authority (Authority) currently provides sewage service to Freeland Borough (Borough) and portions of Foster Township (Township) and Butler Township as shown in Figure 1 in **Appendix A**. The service areas specifically addressed in this plan as related to proposed new work include Subareas 3 and 4 within the Borough and the sections of Foster Township known as Subarea 5, Woodside, Highlands, Youngstown, and the section of Butler Township which connects to Subarea 5. Sewage from the aforementioned areas is conveyed to Foster Township's Woodside pump station, also referred to as the Wyoming Street pump station, shown in Figure 2 in **Appendix A**.

The problems addressed by this plan include the following:

- Reconcile inconsistencies with previously approved Official Sewage Facilities Plan Updates for the Township, approved in 2004, (2004 Plan) related to the Township's Wyoming Street Pump Station and the Borough, approved in 2008, (2008 Plan) related to the Authority's Wyoming Street Pump Station, Combined Sewer Overflow (CSO), and Wastewater Treatment Plant (WWTP) upgrades.

- Perform an assessment of the need to replace the Authority-owned Wyoming Street Pump Station force main. The capacity of the newly constructed Wyoming Street Pump Station is limited by the existing 8-inch force main, constructed in the late 1960's, which has evidence of aged condition and probable tuberculation. This limitation of capacity puts the Authority at risk of being unable to achieve their CSO Long Term Control Plan (LTCP) Presumptive Goal which includes the elimination or capture of no less than 85% by volume of the combined sewage collected in the combined sewer system (Freeland Subareas 3 & 4) during precipitation events on a system-wide annual average basis in the future.

B. Alternatives

The Plan concludes the following:

- The preferred long term solution to best serve the sewage needs for the planning area for the next twenty (20) years is Force Main Alternative 4 as discussed in detail in Section V and Section VI of this Plan. This alternative consists of replacing the existing 8-inch force main with two (2) new parallel 10-inch forces main to reduce the total dynamic head (pump system head), and thereby increase the capacity of the pump station, and provide a second force main should additional pump station capacity be required in the future. Based on the analysis performed in this Plan, this alternative will enable the Authority to achieve their LTCP Presumptive Goal for the next twenty (20) years. However, due to the lack of peak instantaneous flow data at the time of this Plan development, a Special Study under Act 537 will be required (after collection of instantaneous flow data has been completed) to determine the adequacy of the pump station. Additional

improvements may be required at the pump station if the Special Study under Act 537 shows additional pump station capacity is required.

- The construction of a combined sewage pump station with capacity to serve both the Borough's subareas 3 and 4 and the Township's flows is a preferred alternative to that which was approved in previous Planning (i.e. 2 separate pump stations constructed adjacent to each other).

- The replacement and relocation of the Combined Sewer Overflow (CSO) adjacent to the existing CSO is the preferred alternative, as compared to relocating the CSO near the Wyoming Street Pump Station.

- The construction of 400,000 gallons of equalization capacity at the WWTP is preferred to the previously approved 250,000 gallons of capacity.

- Maintaining two (2) primary clarifier trains are preferred to the three (3) trains as previously approved for the WWTP.

C. Cost Estimate

The estimated cost for the proposed replacement of the Wyoming Street Pump Station Force Main is $1,237,500. This cost includes construction, engineering, administrative, and legal fees. The project will require funding and currently has funding in place from the United States Department of Agriculture, Rural Utility Service (RUS) associated with the Authority's WWTP Upgrades Project currently under construction. The recommended source of funding for this project is through RUS. This project will result in an increase in user fees of $1.50 per month per equivalent dwelling unit (EDU), bringing the overall monthly user fee to $45/month/EDU for Freeland Borough and Butler Township customers, and $37/month/EDU for Foster Township customers.

The costs associated with the other above mentioned alternatives, which are changes from previous approved planning, are discussed in Section VI.

D. Municipal Commitments

The municipal commitments required to implement this Plan include the following:

- Executed operations and maintenance agreement between the Authority and the Township for the new Wyoming Street Pump Station. (**Appendix O**)
- Executed Inter-municipal Agreement (January 2010) which addresses the cost sharing between the Authority and the Township. (**Appendix N**)
- Resolutions of Adoption of this Official Sewage Facilities Plan Update Revision by the Authority, Borough, Foster Township and Butler Township.
- Funding of project by the Authority to be reimbursed by the Township as enforced by Inter-municipal Agreement.

E. Municipal Adoptions

Resolutions of Adoption by the Borough of Freeland Municipal Authority, Borough of Freeland Council, Foster Township Board of Supervisors and Butler Township Board of Supervisors are included in **Appendix P**.

F. Planning Commission Comments

Correspondence received from the Luzerne County Planning Commission, the Freeland Borough Planning Commission, the Butler Township Planning Commission, and the Foster Township Planning Commission is included in **Appendix P**.

G. Publication

Proof of publication is included in **Appendix P**.

H. Comments and Responses

Comments received and responses provided are included in **Appendix P**.

I. Schedule of Implementation

SEP 2013	Advertise for Bids – Force Main
OCT 2013	Receive Construction Bids – Force Main
DEC 2013	Receive Approval of Joint Act 537 Plan Update
DEC 2013	Obtain PADEP Approval of Part II Permit – Force Main
DEC 2013	Award Construction Contract – Force Main
JAN 2014	Start Construction – Force Main
JAN 2014	Begin Acquisition of Peak Instantaneous Flow Monitoring Data Associated with the Wyoming Street Pump Station
DEC 2013	Pre-Planning Meeting with PADEP for Special Study under Act 537 to include Freeland Municipal Authority, Freeland Borough, and Foster Township
JAN 2014	TAR Submission for the Special Study under Act 537
JAN 2014	Submit Post Construction Certification for WQM Permit
JAN 2014	Begin Act 537 Special Study, including: • Collection of Peak Instantaneous Flow Monitoring Data Associated with the Wyoming Street Pump Station and CSO. • Evaluation/Determination of GPD/EDU basis. • Evaluation of I/I in subareas.
NOV 2014	Complete Construction – Force Main
*	Complete Collection of flow data required for Act 537 Special Study
+ 14 Months after *	Submit Act 537 Special Study to PADEP
+40 months after *	Implement Recommendations of the Act 537 Special Study for the Wyoming Street Pump Station (if required, date subject to revision during preparation of Act 537 Special Study)

* Peak instantaneous flow metering data will be collected over a time period that covers 50 precipitation events greater than 0.25 inches. This duration is currently unknown.

J. Consistency Documentation

The selected alternatives are consistent with the following:

- The alternatives presented in this Plan are inconsistent with the previously approved Official Sewage Facilities Plans for Freeland Borough, Foster Township and Butler Township in that the approved plans called for the continued use of the force main. However, the replacement of the force main is now recommended due to integrity concerns of the aging pipe coupled with the limiting of capacity of the New Wyoming Street Pump Station. From an economic standpoint, there is a significant benefit associated with simultaneous installation of parallel force main.

- Plans developed under Title II of the Clean Water Act or Titles II and VI of the Water Quality Act of 1987: The alternatives strive to provide successful collection of sewage within the planning area.
- Comprehensive plans developed under the Pennsylvania Municipalities Planning Code: There is no current local Comprehensive Plan adopted for the project area.
- Antidegradation requirements: The alternatives focus on reducing combined sewer overflow discharges and will not a negative impact on water quality.
- State Water Plans: The alternatives are consistent with the State Water Plans developed for the Upper Central Susquehanna River Subbasin and the Central Delaware River Subbasin.
- Pennsylvania Prime Agricultural Land Policy: There are no active agricultural areas within the Borough. The project will be located in areas which have been previously disturbed.
- County Stormwater Management Plans: There is no known County Stormwater Management Plan for the planning area. The project will adhere to National Pollutant Discharge Elimination System (NPDES) Stormwater Management Regulations.
- Wetland Protection: Impacts to wetlands have been minimized to the extent possible. Temporary wetland impacts are covered by a GP-5 Permit issued through PADEP.
- Protection of rare, endangered or threatened plant and animal species: There are no known impacts to rare, threatened or endangered species.
- Historical and archaeological resource protection: The Bureau of Historic Preservation stated, "There are no National Register eligible or listed historic or archaeological properties in the area of this proposed project."

Consistency of the selected Force Main alternative in regards to Municipal Wasteload Management under Chapter 94 cannot be verified until completion of the Special Study.

I. PREVIOUS WASTEWATER PLANNING

A. Past Wastewater Planning Descriptions

1. Previous Planning

Freeland Borough - In the 1970s, Gilbert Associates completed the Luzerne County Master Plan which suggested that anticipated sewage flows from nearby communities in Foster, Butler, and Hazle Township should be directed to the Borough's wastewater collection and treatment facilities. To accommodate these flows through the year 2020, the Plan recommended that the WWTP be expanded by 0.4 MGD in 1980, to a total capacity of 1.15 MGD. This plan was never carried out because the neighboring communities did not connect into the Authority's system and its capacity remained at 0.75 MGD.

In 1990, the Authority authorized Penn East Corporation to prepare an official Sewage Facilities Plan. Penn East submitted this plan to the Department of Environmental Resources, but the plan was never formally

approved. The plan did not present an implementation schedule which would remove excessive inflow and infiltration (I/I) from the collection system in a timely fashion. Upon rejection of the Plan, Penn East coordinated a flow monitoring study in June and July of 1991 on behalf of, the Authority but the results were inconclusive due to drought conditions which existed at the time.

Borton-Lawson Engineering coordinated a flow study in May 1992 performed by Gannett Fleming, Inc. to quantify the amount of hydraulic overloading in the system. The study was conclusive and determined that three of five subareas of the collection system were subject to excessive I/I above Environmental Protection Agency (EPA) allowable limits.

In 1993, Borton-Lawson Engineering coordinated a detailed infiltration study performed by Gannett Fleming, Inc. in most of Subarea 2 and parts of Subareas 3 and 4. These studies verified the collection system is subject to both inflow and infiltration and is in need of rehabilitation. This study also verified that the collection lines in Foster Township are subject to excessive I/I.

The Pennsylvania Department of Environmental Protection (PADEP) issued the Authority a Consent Order in 1992, which called for removal of the hydraulic overloads from the system in a two (2) year time period. Afterwards, it was agreed between PADEP, the Authority, and the Township that hydraulic overloads could not feasibly be eliminated in a period of two years due of the severity of the overloads. It was agreed by PADEP to amend the Consent Order and to place the Authority under a Corrective Plan and Schedule, which was negotiated and adopted in 1993.

In 1996, the Authority submitted a Special Study for Subarea 2, which was approved by PADEP. The Special Study concluded that sufficient I/I had been removed from Subarea 2 and the connection ban in Subarea 2 was subsequently lifted.

The Borough completed their Official Sewage Facilities Plan Update in 2008, referred to herein as the "2008 Plan." The approved 2008 Plan called for selective replacement of the existing collection system to address I/I, upgrades to the Wyoming Street Pump Station, upgrade/replacement of the CSO facility, and upgrades to the existing WWTP including increase of capacity from 0.75 MGD to 1.2 MGD.

The collection system replacement work was completed by the Authority in 2010. Construction of the CSO and WWTP upgrades began in March 2011 and was substantially completed in May 2013, with the exception of the installation of the Supervisory Control and Data Acquisition (SCADA) system, which is scheduled to be completed by December 2013. Smoke testing of the Freeland Borough collection system was completed by the Authority in May 2012 as part of their continued effort to address I/I; the Borough is addressing illegal connections that were identified from the smoke testing.

Foster Township - In 1975, Penn East Corporation, Consulting Engineers, prepared an Official Sewage Facilities Plan for Foster Township, recommending public sewering of the study area and treatment of sewage by the Freeland Municipal Authority. The plan was not adopted or implemented by Foster Township.

In 1983, A Comprehensive Water Quality Management Plan was developed indicating the study area should be sewered and connected to the Authority's system for treatment of sewage. This Plan was never implemented.

In 1990, Varaly Associates prepared an Official Sewage Facilities Plan for Foster Township. This plan also recommended the construction of sanitary sewers within the planning area and treatment by the Authority. This plan was not adopted or implemented by Foster Township due primarily to hydraulic overload problems at the Authority owned WWTP. This condition resulted in PADEP and the Authority negotiating a Plan of Study to determine the nature and extent of their hydraulic overloading.

In 1993, Borton Lawson Engineering prepared a Corrective Plan and Schedule for the Authority which recommended actions to eliminate hydraulic overloading at their WWTP, primarily caused by I/I within the sewage collection system. The report indicated that the existing sewage collection lines in Foster Township's Subarea 5 were subject to excessive I/I.

Foster Township completed an Official Sewage Facilities Plan Update in 2004, referred to herein as the "2004 Plan". The 2004 Plan called for the installation of public sewers in the areas of Upper Lehigh, Woodside, Youngstown, and Highland, which would be connected to the Freeland Municipal Authority. These areas were previously serviced with wild cat sewers or malfunctioning on lot systems. The 2004 Plan also called for the replacement of existing sewer lines in Subarea 5 to address I/I in this area. This sewer system work was completed by the Township in 2010. Foster Township submitted an Official Sewage Facilities Plan Update Revision to PADEP in 2010, which addressed revisions, from the 2004 Plan, implemented during construction to the gravity sewer and the Youngstown Pump Station location. Their Plan was deemed approved by PADEP after 180 days.

Inconsistencies - PADEP issued a letter to both Freeland Borough and Foster Township on July 9, 2010, indicating there were certain discrepancies between the Official Sewage Facilities Plan Update revisions (approved 2008 and 2004 plans, respectively) approved by the Department for the Borough and the Township related to as-built and proposed work associated with the Plans. These discrepancies were related to:

- capacity, intended use, and long term ownership/operation of the existing Authority owned pump station
- the existing Authority owned CSO
- the Authority owned WWTP
- and the recently constructed Foster Township Pump Station (also referred to as the Woodside Pump Station) located adjacent to the Authority's Wyoming Street Pump Station.

The intent of this revised Joint Plan Update is to resolve the discrepancies that exist between the two adopted plans and address concerns associated with the aging Wyoming Street Pump Station force main and the Foster Township pump station capacity (as it relates to serving both the Borough and Township's flows).

2. Previous Planning Not Carried Out According to an Approved Implementation Schedule

The implementation schedule provided in the approved 2008 Plan is currently being implemented. Substantial Completion of the WWTP upgrades was achieved in May 2013 with all major components online with the exception of the SCADA system. Work is approximately 30 months behind the implementation schedule as related to the WWTP upgrades, and 12 months behind the construction completion date provided in the NPDES permit No. PA0024716. The PADEP permits and Delaware River Basin Docket approval for the upgrades to the WWTP and CSO project were received in July 2010. The project was bid in Fall 2010. Construction of the upgrades to the WWTP and CSO is scheduled to be fully completed by December 2013.

3. Planning Anticipated by Applicable Sewer Authorities

Foster Township has recently expressed the possibility of connecting approximately 40 to 50 EDUs to the Wyoming Street Pump Station from the area of SR 940 within Foster Township. These additional EDUs were not included in the Township's 20-year growth projections in their previously approved 2004 Plan.

4. Planning Through Planning Modules for New Land Development

Sewage Facilities Planning Modules which have been approved (or are in the process of being reviewed) by Freeland Borough, Foster Township and Butler Township since the approval of Freeland's 2008 and Foster Township's 2004 and 2010 plans are relatively limited.

There have been two (2) Planning Modules submitted for locations within the Foster Township service area. They include the following:

a. Foster Avenue S.R. 0940 Sewer Extension (18 EDUs; 7,500 GPD)
Dated: March 20, 2013
Status: Currently under review by municipalities

b. Citterio USA Plant Addition (25 EDUs; 10,000 GPD)
Dated: September 2013
Status: Currently under review by municipalities

There have been no Planning Modules submitted for Freeland Borough or Butler Township service areas.

II. PHYSICAL AND DEMOGRAPHIC ANALYSIS

A. Planning Area Boundaries

The planning area includes Freeland Borough and portions of Foster and Butler Townships as shown in Figure 1 in **Appendix A**. The proposed Wyoming Street Pump Station Force Main project will be located in Freeland Borough and Foster Township.

B. Physical Characteristics

Physical characteristics were identified in approved 2008 and 2004 Plans.

C. Soils

Soils were identified in approved 2008 and 2004 Plans.

D. Geologic Features

Geologic features were addressed in approved 2008 and 2004 Plans.

E. Topography

Topography is described in approved 2008 and 2004 Plans.

F. Potable Water Supplies

Potable water supplies are identified in approved 2008 and 2004 Plans.

G. Wetlands

Wetlands were described in the approved 2008 and 2004 Plans. A more recent wetland delineation was performed in 2011 by Borton-Lawson for the Authority in association with planning of the force main replacement. Updated wetland mapping is included in **Appendix B**.

III. EXISTING SEWAGE FACILITIES IN THE PLANNING AREA

A. This section focuses predominately on the Wyoming Street Pump Stations and associated force main and the combined sewer overflow (CSO). The remaining existing sewage facilities within the planning area were identified, mapped and described in the approved 2008 and 2004 Plans for the Borough and Townships respectively.

1. Location, Size and Ownership of Existing Sewage Facilities

a. Wyoming Street Pump Station Service Area

Sewage flows are conveyed by gravity to the Foster Township-owned Wyoming Street Pump Station from Subareas 3 and 4 within Freeland Borough and from portions of Foster Township and Butler Township as shown in Figure 2 in **Appendix A**. Currently, 1,840 equivalent dwelling units (EDUs) convey sewage to the Wyoming Street Pump Station. A more detailed breakdown on EDUs in included in Section IV.

b. Old Wyoming Street Pump Station

The old Wyoming Street Pump Station, owned by the Authority, consists of two 40 horsepower (HP) non-clog vertical turbine pumps as manufactured by Chicago Pump. The pumps were installed in 1969 and are each rated at 420 gallons per minute (GPM) (0.6 MGD) at 121 of total dynamic head (TDH). The station is of a dry pit submersible design as shown in the plan and section drawings included in **Appendix C**.

Field observations (draw down tests) conducted prior to the pump station being taken off line revealed that the current capacity of each pump was reduced to 363 GPM. This is most likely associated with loss of pump efficiency and the increase in friction associated with the aging cast iron force main.

The old Wyoming Street Pump Station, although not routinely used, remains connected to the gravity sewer via an 18-inch connection equipped with a plug valve. The old Wyoming Street Pump Station and new Wyoming Street Pump Stations (i.e. Foster Township pump station) discharge into a common force main. The discharges of both stations are equipped with valves to isolate either station. The existing piping and valve arrangement is shown in the Figure 3 located in **Appendix A**. Under normal conditions, the plug valve on the influent line to the old Wyoming Street Pump Station is closed to prevent flow from entering the pump station. To operate the old Wyoming Street Pump Station, the plug valve would need to be opened.

c. Wyoming Street Pump Station Replacement

In 2010, Foster Township constructed a new pump station to replace the existing or old Wyoming Street Pump Station. This pump station is also referred to as the "Woodside Pump Station", the "Foster Township Pump Station" or the "New Wyoming Street Pump Station."

The new Wyoming Street Pump Station is owned by the Township but operated and maintained by the Authority. The pump station force main is owned and maintained by the Authority and conveys flow to the Authority-owned and operated WWTP.

The new Wyoming Street Pump Station was designed by Foster Township to handle sewage flows from Foster Township's planning area and the existing Freeland Borough with 20-year growth allowances. The pump station is located adjacent to the former station, with the electric service and control panel for the new station housed in the building of the former station. As-built drawings of the new pump station are included in **Appendix C**.

The current use of the new Wyoming Street Pump Station to serve the wastewater conveyance needs of both the Borough of Freeland (Sub-Areas 3 and 4) and Foster Township was *not* authorized by either municipality's previously approved Official Sewage Facilities Plans.

The new pump station consists of a 10-foot-diameter wet well with two (2) Crane/Barnes 50 HP non-clog 4" horizontal discharge submersible pumps. The station was designed and permitted for a peak instantaneous capacity of 800 GPM, (1.15 MGD) at 106.42 feet of total dynamic head, per Water Quality Management (WQM) Permit No. 4006404. A copy of the permit is included in **Appendix C**. The new station connects to the Authority's existing 8-inch cast iron force main and conveys sewage to the WWTP.

The pumps, which operate at a nominal maximum speed of 1750 RPM, are equipped with variable frequency drives (VFDs) which allow for pump output to be controlled as needed and to conserve energy usage under low flow periods of time.

The average daily flow pumped from the new Wyoming Street Pump Station in 2011 was 278 GPM (0.40 MGD), with a maximum daily flow of 611 GPM (0.88 MGD). The average daily flow pumped in Year 2012 was 208 GPM (0.30 MGD), with a maximum daily flow of 523 GPM (0.753 MGD). These flows are as measured by the flow meter on the discharge of the pump station and transmitted through Foster Township's SCADA system. Peak instantaneous flows were not recorded in 2011, 2012 or 2013 by the Foster Township SCADA system. As part of the Authority's WWTP, the new Wyoming Street Pump Station will be tied into the Authority's new SCADA system and will record peak instantaneous flows.

A grinder was installed at the new Wyoming Street Pump Station in April 2013 by the Authority to minimize the frequency of the pumps clogging. Clogging of the pumps was occurring on a frequent basis and required the need for the pumps to be removed from the station for repair and maintenance. Since the grinder installation, there have been no pump failures due to clogging. The grinder has increased the overall reliability of the station and has decreased the amount of maintenance work associated with the pumps.

d. Combined Sewer Overflow (CSO)

The Authority's permitted CSO is located upstream of the Wyoming Street Pump Station along the gravity sewer serving Subareas 3 and 4 of Freeland Borough. The CSO is operated during periods of heavy precipitation (rain or snow melt) to prevent hydraulic overloading of the new Wyoming Street Pump Station and the WWTP. The CSO discharges to an abandoned strip mine, and therefore has minimal effect on waters of the Commonwealth. The CSO is owned and operated by the Authority and only receives flow from Freeland Borough's subareas 3 and 4 as noted above. A plan showing the location of the CSO is included in **Appendix C**.

The CSO has been upgraded and replaced with a new automated sluice gate and screening device. The automated sluice gate activates to discharge under high flow conditions at the WWTP or upon rapid water level rise within the wet well of the new Wyoming Street Pump Station. All construction work was completed for the CSO as of May 2013, with the exception of the installation of the SCADA system.

The screening system was installed to remove floatable debris discharged during a CSO discharge event. An alarm system will activate during any failure of the automated control, and alert the operating staff that manual operation is needed. The CSO SCADA upgrades are scheduled to be completed by December 2013. These upgrades will allow for more effective control of the CSO; thereby reducing the frequency and volume of CSO discharges. The occurrences of CSO overflows are sporadic and only when absolutely necessary.

The current operation of CSO is manual (until the WWTP SCADA system is fully functional, at which time it will be automatic), based on the intensity and duration of precipitation events, and the resulting effect on flows at the new Wyoming Street Pump Station and the WWTP. The Authority operations personnel frequent the pump station during precipitation events, monitoring wet well level, as well as influent flow rates at the WWTP. When it is apparent that the pump station is having difficulty keeping up with the flow and is subject to overflowing, and/or the WWTP influent flow meter local display is reading flows higher than 1.7 MGD, the CSO gate is manually activated to allow flow to be bypassed. Once activated, the CSO by

pass flows, and influent flows to the pump station and WWTP are monitored to ensure the diversion box is not opened longer than necessary.

With the CSO operation in automatic mode with the SCADA system on line, an initial setpoint of 1.7 MGD, registered at the WWTP influent meter, will be used to activate the CSO gate. Additionally, if the rate that the level rises in the pump station wet well exceeds 1.4 feet in one minute, the CSO gate will activate. A rate of level rise of this magnitude is indicative of flows exceeding the capacity of the pump station.

Presently, the flow rate which necessitates the activation of the CSO gate to protect the new Wyoming Street Pump Station depends on whether one (1) or two (2) pumps are in service. When only one (1) pump is in service, the anticipated flow which triggers operation of the CSO is slightly in excess of 685 GPM (0.99 MGD), When both pumps are in service, the anticipated flow which triggers operation of the CSO is slightly in excess of 815 GPM (1.17 MGD). These flows are the current maximum pump capacities, which will be discussed in more detail in II.A.1.3 below.

Flow meters were also installed upstream and downstream of the CSO, as well as at the CSO discharge point. The flow meters measure flow from Subareas 3 &4, flow to the Wyoming street pump station, and CSO bypass flow. These meters were installed to monitor the necessary flow streams that need to be evaluated to ensure compliance with the Authority's LTCP. The locations of these flow meters are shown in Figure 3 in **Appendix A**.

e. WWTP – Equalization Tanks

The Borough's approved 2008 Plan included two (2) tanks providing 250,000 gallons of equalization. During the study and design stage of the project, it was determined that the maximum available equalization capacity under gravity flow conditions was 400,000 gallons; that is, the hydraulic profile of the plant's forward flow allowed these tanks to fill by gravity (without any need to pump flow into the tanks) under high flow conditions up to a total combined volume of 400,000 gallons. This volume was determined by the highest water elevation that could be achieved in these tanks under gravity flow conditions, given the planned depth and diameter of these tanks. The depth and diameter of the equalization tanks was to be the same as the existing trickling filters, which were demolished. The new equalization tanks were constructed in the trickling filters old footprint. This capacity represents 33% of the permitted flow and would allow the Authority the ability to manage more storm/wet weather flows at the WWTP at minimal additional cost. This increased capacity would also allow for the Authority to meet their LTCP more regularly by allowing more flow to be accepted at the WWTP. Plans of the equalization tanks are included in **Appendix C**.

f. WWTP – Primary Clarifiers

The Borough's approved 2008 Plan included the addition of one (1) primary clarification tank to the existing two (2) primary clarifier tanks. During the study and design stage of the project, it was determined that the addition of a clarification train was not required to process future average and peak design flows. It was determined that

three (3) primary clarifier trains would remove too much organic loading (i.e. BOD) from the system, negatively impacting the biological treatment process. Plans of the primary clarifiers are included in **Appendix C**.

g. Collection System Improvements

Improvements to portions of the combined and sanitary collection systems in the Borough were completed in 2010 in accordance with the approved 2008 Plan. As part of this project, approximately 6,400 linear feet of 8- through 24-inch sewer lines were replaced. An overall graphic depicting the replaced portions is included in **Appendix C**.

Smoke testing was conducted for Borough's combined and sanitary systems in May 2012 to identify locations of inflow and infiltration. The testing revealed 65 defects including missing cleanout caps and connected roof leaders. The findings were turned over to the Borough's Office of Code Enforcement and notices were issued to violating properties.

Available flow data collected prior to these improvements is included in **Appendix E**. No flow data has been recorded since the above improvements have been completed. Flow monitoring will be conducted as part of the Act 537 Special Study identified later in this plan.

2. WWTP's Basic Treatment Processes

The basic treatment process of the WWTP was described in the approved 2008 Plan. The NPDES permitted capacity is 1.2 MGD and the Clean Streams Law permit number is 4010401.

3. Description of Problems with Existing Facilities

a. Sewage Planning Inconsistencies

PADEP issued a letter to both Freeland Borough and Foster Township on July 9, 2010 indicating there were certain discrepancies between the Borough's 2008 Plan approved by PADEP on December 16, 2008, Foster Township's 2004 Official Sewage Facilities Plan Update approved by PADEP on March 11, 2004, the Part II Water Quality Management Permit 4006404 issued to Foster Township on October 23, 2006 and the Part II Water Quality Management Permit Application No. 4010401 submitted by the Freeland Municipal Authority on January 15, 2010. A copy of this letter is included in **Appendix D**. These discrepancies were related to capacity, intended use and long term ownership/operation of the existing Authority-owned pump station, the existing Authority-owned CSO location, the existing force main between the Authority-owned pump station, and the recently constructed Foster Township Pump Station located adjacent to the Authority's Wyoming Street Pump Station.

Specifically, PADEP is concerned with the Township's construction of a single pump station and its capacity to serve the Township and Subareas 3 and 4 of the Borough, as opposed to two (2) separate pump stations as included in the Township's and Borough's respective approved Plans.

Additional inconsistencies between the Borough's 2008 approved plan and the Authority's Part II Water Quality Management Permit Application No. 4010401include the following:

- The relocation of the new Combined Sewer Overflow (CSO) structure adjacent to the existing CSO, as compared to previously approved relocation of the CSO near the Wyoming Street Pump Station.

- The construction of 400,000 gallons of equalization tank capacity at the WWTP, as opposed to the previously approved 250,000 gallons of capacity.

- The construction of two (2) primary clarifier trains as opposed to having three (3) primary clarifier trains as previously approved for the WWTP.

The Borough's approved 2008 Plan recommended to upgrade the old Wyoming Street Pump Station to accommodate current needs and future growth. Foster Township's approved Plan called for the construction of a new pump station adjacent to the old Wyoming Street Pump Station to convey Foster Township flows. Foster Township's approved Plan was not specific on how their pump station would be incorporated into the Freeland system, nor on the sizing of the pump station.

After both Plans were approved, the Authority and Foster Township recognized that it would be more prudent and cost effective to install and operate one (1) pump station in lieu of two (2) separate facilities located adjacent to each other. As a result, the Township permitted and designed their new pump station (referred to by Foster as the "Woodside Pump Station") to handle both the Township's and the Borough's flows (from Subareas 3 & 4). The old Wyoming Street Pump Station, owned by the Authority, could then be abandoned or be used as a temporary back up pump station, if needed. The Authority and Township worked together to define the final pump station arrangement; the new Foster Township Pump Station is utilized as the central facility with all electrical controls housed in the existing shelter of the old Wyoming Street Pump Station building.

b. <u>New Wyoming Street Pump Station Performance</u>

Start-up of the new pump station on May 25, 2010 revealed that each

pump was capable of delivering approximately 685 GPM (0.99 MGD) at 157 feet TDH as opposed to the 800 GPM (1.15 MGD) at 110 feet TDH per the WQM permit. Two (2) pumps in operation are capable of producing 815 GPM (1.17 GPM) at 182 feet TDH under current conditions. Start-up documentation is included in **Appendix C**.

Review of the design data included in the WQM permit application, made on behalf of Foster Township for the new Wyoming Street Pump Station (referred to as the "Woodside Pump Station" in the WQM permit application) has found several discrepancies. The application assumed that the new pump station would be connected to an 8-inch diameter SDR-21 PVC force main. In actuality, the force main is aged 8-inch diameter cast iron. It is uncertain why this assumption was made, but the effects are clear. Aged cast iron has a significantly lower Hazen Williams friction coefficient than PVC, resulting in greater friction. Additionally, the length of the existing force main included in the permit design calculations is 2,980 feet. However, the actual length of the existing force main is approximately 3,340 feet. Lastly, the assumed static head used in the hydraulic calculations for the new pump station is 63 feet; however, the actual static head is approximately 96 feet. The factors listed above collectively increase the TDH required to be produced by the pumps, thereby reducing their capacity.

B. A detailed Sewage Disposal Needs Identification is not applicable to this study since the study area in Freeland Borough has been serviced by central sewers and the Foster Township study area is now serviced by central sewers.

C. Wastewater sludge generation, transport and disposal methods were discussed in the approved 2008 and 2004 Plans.

IV. FUTURE GROWTH AND LAND DEVELOPMENT

A. Land use, zoning, floodplain areas, and storm water management were addressed in the approved 2008 and 2004 Plans.

B. The approved 2008 and 2004 Plans discuss existing development, land use designations and zoning classifications within the Borough and Townships.

The following addresses anticipated future growth within the planning area.

1. Population Growth

The population of Freeland Borough is not anticipated to grow. In fact, 2010 census data developed by the U.S. Census Bureau shows a 3% decline in population between 2000 (3,643) and 2010 (3,531).

As noted in the Township's approved 2004 Plan, minimal growth is anticipated within the planning area. The anticipated growth is described in greater detail in the following paragraphs.

2. The approved 2008 and 2004 Plans addressed land use designations.

3. Future Equivalent Dwelling Units (EDUs)

Freeland Borough Contributions

Subareas 3 and 4 within Freeland Borough contribute flow to the new Wyoming Street Pump Station. Currently, there are 1,139 EDUs within Subareas 3 and 4. This correlates to an average daily flow of 0.296 MGD, assuming 260 gallons per day (GPD) per EDU for planning purposes as established in the 2008 approved Plan.

The 260 GPD/EDU is a historical figure that is considered an average daily flow for Freeland Borough, Foster Township and Butler Township flows serviced by the Authority. This figure has been utilized dating back to at least Year 1999 (per the Freeland/ Foster 1999 Inter-municipal Agreement, attached in **Appendix N**). There is no documentation indicating how this number was derived.

Table 1 summarizes the typical household sizes of the municipalities within the service area per 2010 census data compiled by the U.S. Census Bureau. Census data is included in **Appendix Q**.

Table 1
Average Household Size
per 2010 Census Data

Municipality	**Persons per Household**
Freeland Borough	2.34
Foster Township	2.27
Butler Township	2.56

Per the PADEP Domestic Water Facilities Manual, per capita flow is to be no less than 100 gallons for an average daily basis. Per the manual, this figure includes normal infiltration. Applying 100 gallons per capita per day to the 2010 census data shows that the 260 GPD/EDU average daily flow figure is reasonable.

The actual GPD/EDU figure will be further evaluated to determine the current figure that should be used for sewage planning and design. This will be done by collecting sewage flow metering data in the service area. The Authority has permanent flow meters installed to meter subarea 3, subarea 4, and subareas 1 & 2 combined; they also have a portable flow meter that will be utilized to flow meter in more specific sections of their service areas. The I/I component of the sewage flows will be evaluated by reviewing water consumption in the service area, where this information is available, and comparing these figures to flow metering figures from the service area. The difference between the water consumption and flow metering numbers is one method that will be used to potentially identify the I/I component of the sewage flows. This same analysis will also be completed by Foster Township for their service areas.

No future growth is anticipated with Subareas 3 and 4 over the next 20 years.

Foster and Butler Townships Contributions

There are currently 701 EDUs in Foster and Butler Townships contributing flow to the Wyoming Street Pump Station. This correlates to an average daily flow of 0.182 MGD, based on 260 GPD per EDU. This includes the recent connection of Citterio USA, an industrial facility. An inter-municipal agreement between the Freeland Municipal Authority and Foster Township was executed in June 2010 which defined an EDU as 260 GPD/EDU; again, there is no historical documentation detailing the basis of this figure. A copy of this agreement is included in **Appendix N**.

Over the next 20 years, it is anticipated that an additional 231 EDUs may connect to the system, resulting in a total of 932 EDUs (0.242 MGD). A vast majority of this anticipated growth is associated with Citterio USA, an industrial facility located in the Youngstown subarea, which connected to the Foster Township collection system in early 2012. Citterio USA's specific growth is undetermined; however based on feedback from Citterio USA, it is estimated to be 40% for conservative purposes.

Foster Township has recently expressed the possibility of connecting approximately 40 to 50 EDUs to the Wyoming Street Pump Station from the area of SR 940 within Foster Township. These additional EDUs were not included in the Township's 20-year growth projections in their previously approved Plan, but are now included in this Plan.

Foster Township has used varying GPD/EDU figures over the past several years. For instance, the WQM application submitted for the new Wyoming Street Pump Station in 2005 utilized 350 GPD/EDU, whereas recently submitted planning modules have incorporated 400 GPD/EDU. The approved Official Sewage Facilities Plans from 2004 and 2008 do not include any reference to GDP/EDU figures. Butler Township utilizes actual metered flow for the basis of their GPD/EDU figure.

Average daily flow figures per EDU will be reevaluated once flow data is collected from each of the Borough's subarea and the Township's flow meter over a sufficient period of time by the new SCADA system. At this time, 260 GPD/EDU will be used in this analysis, as it is defined in the current 2010 Inter-municipal agreement.

Total Future EDUs

Twenty year (20 yr) growth projections for 2032 show a possible total of 2,071 EDUs that may contribute flow to the Wyoming Street Pump Station correlating to an average daily flow of 0.538 MGD. A detailed breakdown of current and future EDUs and associated average daily flows is included in Table 2 below. Average daily flows are based on 260 GPD/EDU.

Table 2
Current & 20 Yr Growth Projection EDUs and Flows
(to Wyoming St Pump Station)

	EDUs[1]			Average Daily Flows (MGD)[2]	
SUBAREA	**Current**	**Future**	**Total**	**Current**	**Future Total**
FREELAND BOROUGH					
Subarea 3 (Gravity)	1031	0	1031	0.268	0.268
Subarea 4 (Gravity)	108	0	108	0.028	0.028
Sub-Total	**1139**	**0**	**1139**	**0.296**	**0.296**
FOSTER TOWNSHIP					
Youngstown (PS)[3]	30	7	37	0.008	0.010
Woodside (Gravity)	152	19	171	0.040	0.044
MMI (Gravity)	17	0	17	0.004	0.004
Highland (PS)	57	30	87	0.015	0.023
Grove (Gravity)	183	0	183	0.048	0.048
Butler Twp (via Subarea 5)	34	0	34	0.009	0.009
Citterio USA (via Youngstown PS)	228	125	353	0.059	0.092
S.R 940 Area (Gravity)	0	50	50	0.000	0.013
Sub-Total	**701**	**231**	**932**	**0.182**	**0.242**
TOTAL	**1840**	**231**	**2071**	**0.478**	**0.539**

(1) 260 GPD/EDU
(2) MGD – million gallons per day
(3) PS – pump station

Projected Future Wet Weather Flows

The Authority conducted a flow monitoring program from May 21 through July 7, 2009 to document flows in their established efforts to mitigate CSO discharges. This was part of the Authority's ongoing LTCP ninth minimum control which requires visual inspections and monitoring to characterize the CSO impacts and the efficiency of the CSO controls.

A flow meter was installed in the 24-inch inlet to Manhole 103 to monitor flows to the CSO discharge point. A meter was also installed in the 18-inch inlet to Manhole 105 to monitor flow to the Wyoming Street Pump Station. This meter was installed downstream of the CSO. Therefore, the sum of the flow from both meters equaled the total flow originating from Subareas 3 and 4. A graphic showing the locations of these flow meters is included on Figure E-3 in **Appendix E**.

The period during which monitoring took place was wet. Eighteen (18) precipitation events resulting in 8.65 inches of rain occurred during the 47-day monitoring period. Approximately 6.3 inches of rain was recorded in Freeland during June 2009 compared to average June monthly precipitation of 4.03 inches, according to the National Oceanic and Atmospheric Administration (NOAA).

The average daily flow from Subareas 3 and 4 observed during this period was 0.475 MGD. The average daily wet weather flow originating from Subareas 3 and 4 was determined to be 0.495 MGD during this period. This was calculated as the average of flows recorded during precipitation events and for a period of 24-hours after the conclusion of the event to account for delayed system response to the precipitation.

The Authority's CSO LTCP Presumptive Goal requires the elimination or capture of no less than 85% by volume of the combined sewage collected in the combined sewer system (the Borough's subareas 3 & 4) during precipitation events on a system-wide annual average basis in the future. This is in accordance with the Combined Sewer Overflow Control Policy issued by the Environmental Protection Agency, April 19, 1994. Reduction of flows to the CSO has been addressed in the 1993 Corrective Plan and Schedule (CP&S) and in the approved 2008 Plan. On average, greater than 85% of combined sewage was captured during precipitation events during this period.

Data from the flow monitoring period is included in **Appendix E**. Further interpretation of this data is included Section IV. To project future wet weather flows, available historic flow monitoring data was compared to precipitation events and extrapolated to project future flows. The only available flow data for the development of this plan originated from the 2009 flow monitoring program. A correlation between precipitation and flows originating from Subareas 3 and 4 was made based on the data collected during the 2009 flow monitoring program. The locations of the flow meters during this program are shown on Figure E-3 in **Appendix E**.

Data was collected on an hourly basis during this monitoring program. Peak factors were determined by dividing observed peak hourly flows by the base flow. The resulting peak factors were plotted against precipitation totals collected at the WWTP to correlate the system response to precipitation. Linear regression was utilized to generate a an equation to correlate flow versus precipitation. Only precipitation events in excess of 0.25 inches were included in the correlation on the basis that these events which produced less that 0.25 inches of precipitation resulted in no discernable increase in flows. Inclusion of this data would have resulted in a lower trend, resulting in calculated lower peak factors. The correlation data is included in **Appendix E**.

Through the use of the correlation equation generated through linear regression, peak factors were extrapolated for precipitation events which

were not observed during the flow monitoring period. A summary of peak factors in relation to total precipitation is included in Table 3.

Table-3
Precipitation/Peak Factor Correlation

Precip (in)	PF
0.5	1.70
1	2.23
2	3.29
3	4.3
4	5.41
5	6.47
6	7.53

Precipitation data from 2010 and 2011 collected at WWTP was analyzed and compared to climate normals provided by the National Weather Service (NWS) to determine the frequency and type of storms encountered in a typical year. The weather station closest to Freeland for which climate normal data was available is the Avoca, PA National Oceanic and Atmospheric Administration (NOAA) station. Climate normals consist of average data collected over a period of time. Cumulative precipitation information collected by the Authority staff at WWTP during 2010 and 2011 is included in **Appendix F**.

Also included in **Appendix F** are the 2010 and 2011 annual climatological reports issued by the NWS. The 2010 report includes climate normals data for the 30-year period ranging from 1971 to 2000, while the 2011 report contains data for the 30-year period ranging from 1981 to 2010. The following table summarizes the differences between to the two sets of climate data.

Table 4
Climate Normals Comparison

Data Set	No. of Days ≥ 1" of Precip.	Annual Precip. (in)
1971-2010	6.0	37.56
1981-2010	7.8	38.26

The data spanning the range of 1981-2010 will be used for comparison purposes in this analysis given the higher, more conservative values.

The total precipitation observed at the WWTP during 2010 and 2011 as compared to climate normals is included in Table 5.

Table 5
Annual Precipitation

Year	Precipitation Measured at WWTP by Authority (in)	Normal Precipitation (in)	Departure from Normal
2010	47.91	38.26	25.22%
2011	75.84	38.26	98.22%

According to NWS, 2011 was determined to be the wettest year on record (1901 to 2012). The observed precipitation in 2011 was nearly 100% greater than normal. For this reason, 2011 data was not utilized for this evaluation.

The year 2010 also received more precipitation at the WWTP compared to the climate normals data, but as can be seen from the cumulative precipitation summary in **Appendix F**, the first three quarters of the year were near typical.

Recorded precipitation events at the WWTP in 2010 in excess of one (1) inch of precipitation are summarized below.

Table 6
Number of 2010 Precipitation Events
In Excess of One Inch as Recorded at the WWTP

Event	No. of Days
1" to 2"	6
2" to 3"	4
3" to 4"	1
4" to 5"	0
5" to 6"	1
	12

As shown earlier in Table 4, climate normals provided by NWS for the period 1981-2010 show that there are on average eight (8) events a year which equal or exceed one (1) inch of precipitation. The year 2010 saw twelve (12) such events at WWTP. The date, amount of precipitation and approximate frequency of each of these events are summarized in Table 7.

Table 7
2010 Precipitation Events in Excess of One Inch
as Recorded at the WWTP

Date	Precipitation (in)	Frequency (year)
1/24/2010	2.03	<1
1/25/2010	2.08	<1
2/10/2010	3.00	1-2
3/23/2010	1.20	<1
8/23/2010	2.40	1
10/1/2010	5.71	10-25
10/4/2010	1.12	<1
11/4/2010	1.00	<1
11/17/2010	1.53	<1
11/30/2010	2.30	<1
12/1/2010	1.85	<1
12/12/2010	1.85	<1

The duration of these events are unknown considering that only a daily total was recorded in each case. Accordingly, the duration of each event is assumed to be 24 hours for conservative purposes. The frequency is based on NOAA Point Precipitation Frequency Estimates, a copy of which is included in **Appendix F**. Using this guide, a one-year, 24-hour storm produces 2.81 inches of precipitation.

Climate normals for the period ranging from 1981 to 2010 indicate that there are 139 days with measurable precipitation, 131 of which amount to less than one inch. This analysis is based on the assumption that there will be 139 days of measurable precipitation, in line with climate normal data. However, the number of days with precipitation equal to or in excess of one inch will be 12 as observed in 2010 as opposed to 8 provided in the climate normals data. Therefore, the analysis will be based on above average precipitation over the course of a year. During the ten-year period from 2004-2013, an average of fifty (50) precipitation events occurred annually which resulted in 0.25 inches or more of precipitation. This is summarized in Table F-2 included in **Appendix F**.

For the purpose of this analysis, the precipitation events were categorized into the ranges shown in Table 8. The flows resulting for each category were projected by applying the peak factors shown in Table 3 to the base flows. For each category, the peak factor for the highest precipitation in the range was used for the entire range to be conservative. For example, the calculated peak factor associated with a 2-inch precipitation event is 3.29. Therefore, the 3.29 peak factor is used for all events within the 1-inch to 2-inch category.

This correlation is based on data collected prior to the collection system improvements conducted in 2010, the smoke testing and subsequent enforcement of roof leader connection violations, etc. by the Borough

performed in 2012. Therefore, there should be a reduced influence of precipitation on flows within the combined system considering these efforts to reduce I/I.

The same peak factors were applied to Foster Township flows for conservative purposes. In reality, the peak factor for Foster Township flows should be significantly lower since Foster Township does not have a combined system. A summary of the resultant flows are included in Table 8. Refer to **Appendix G** for more comprehensive data including sample calculations.

Table 8
Future Projected Flows

			Flows (MGD)			Annual
Event	**No. Days**	**PF**	**Freeland**	**Foster**	**Total**	**Total Flow (MG)**
No Precipitation	226	1.00	0.296	0.243	0.539	121.814
Less than 1"	127	2.23	0.660	0.542	1.202	152.650
1" to 2"	6	3.29	0.974	0.799	1.773	10.640
2" to 3"	4	4.35	1.288	1.057	2.345	9.379
3" to 4"	1	5.41	1.601	1.315	2.916	2.916
5" to 6"	1	7.53	2.229	1.830	4.059	4.059
						301.457

The total annual flow, 121.814 MG is attributed to days with no measurable precipitation, meaning that 179.643 MG of combined sewage is generated during precipitated events.

A comparison of total future projected flow to CSO bypass flows is included in Section V for each alternative.

4. The approved 2008 and 2004 Plans addressed zoning and subdivision regulations related to future growth and land development.

5. Necessary Sewage Planning

The Authority's WQM Permit No. 4010401, dated July 26, 2010, contained Special Condition A which required reporting of data to show that the new Wyoming Street Pump Station has adequate standby pumping capacity to handle peak instantaneous flows with one (1) pump out of service. The data to be reported included average daily, maximum monthly, and peak instantaneous flows at the pump station. This condition was coupled with the requirement to report flow and precipitation data to show that the CSO LTCP Presumptive Goal was being met.

The flow data required by Special Condition A has not been collected yet by the Authority (due to SCADA system installation not completed), and

therefore is not available at this time. The initial peak instantaneous figures will not be available until the Authority's SCADA system is fully functional as part of the Authority's WWTP project, which is currently in progress of being installed and tested. The SCADA system is scheduled to be fully operational by December 2013. The collection of one (1) year of peak instantaneous flow data should be completed by the end of December 2014.

Peak instantaneous flow data is integral in the sizing of a pump station to ensure overflows do not occur. Until such time as these instantaneous flow figures are obtained and analyzed, in conjunction with the operation of the CSO and the new Wyoming Street Pump Station, the Authority is unable to determine if the operation of the CSO is in compliance with the Authority's Long-Term Control Plan and if the new Wyoming Street Pump Station can adequately operate as required per Special Condition A of the WQM permit.

The new Wyoming Street Pump Station needs to operate in concert with the upstream CSO; therefore, the station sizing needs to account for the peak instantaneous flows that can be collected from the Borough's Subareas 3 and 4, and Foster Township's flows to the pump station. The station sizing also needs to account for the maximum peak instantaneous flow that can be conveyed to the Authority's WWTP, taking into account the maximum peak flows conveyed to the WWTP outside of the Wyoming Street Pump Station; these flows include the Borough's Subareas 1& 2 and Foster Township's Upper Lehigh area.

Considering the lack of peak instantaneous flow data, the maximum peak instantaneous flow that could be conveyed by the Wyoming Street Pump Station has been approximated. This analysis has been performed by starting with the maximum peak instantaneous flow that can be handled at the upgraded WWTP (4.00 MGD) and deducting the flow contributions to the WWTP which are not routed through the Wyoming Street Pump Station, to arrive at the highest flow that can be conveyed by the Wyoming Street Pump Station to the WWTP. Flows to the WWTP not conveyed by the Wyoming Street Pump are summarized in Table 9.

Table 9
Contributing Flows to the WWTP which are
Not Conveyed through the Wyoming Street Pump Station

	EDUs				
Contributing Area	**Current**	**Future**	**Total**	**Flow per EDU (GPD)**	**Flow (GPD)**
Upper Lehigh	110	25	135	350[(1)]	47,250
Subarea 1	247	75	322	260	83,720
Subarea 2	476	75	551	260	143,260
					274,230

(1) Figure utilized by Foster Township's Engineer in their WQM permit for the Upper Lehigh pump station.

The flows listed in the table above are based on the projected number of EDUs and the GPD per EDU value currently utilized by the Borough and Township for their respective contributing areas. Actual flow metering data will need to be collected from Subareas 1 & 2, and the Upper Lehigh pump station (by Foster Township) to confirm the GDP/EDU basis, and confirm the total flows contributed to the WWTP not conveyed via the Wyoming Street Pump Station, and ultimately confirm the maximum required pump station sizing analysis provided in Table 10 that follows. This data will be collected as part of the Act 537 Special Study starting in January 2014. Peak flow originating from each of these areas is anticipated to be much higher than that shown, but the above figures will be used in this analysis for conservative purposes.

Table 10 lists the maximum peak instantaneous flow which can be conveyed by the Wyoming Street Pump Station to the WWTP, taking into consideration the flow data and information provided above.

Table 10
Maximum Allowable Peak Instantaneous Flow Conveyed by
Wyoming Street Pump Station to the WWTP

Component	**Capacity (MGD)**
WWTP	4.00
Upper Lehigh	-0.047
Subarea 1	-0.084
Subarea 2	-0.143
Maximum Capacity	**3.73**

As described in Section III, operation of the CSO will be automated to activate the sluice gate under high flow conditions at the WWTP and upon rapid water level rise within the wet well of the new Wyoming Street Pump Station. An initial adjustable setpoint of 1.7 MGD, registered at the WWTP influent meter, will be used to activate the CSO gate. Additionally, if the rate water level rise exceeds 1.4 feet in one minute, the CSO gate will activate. A level rise of this magnitude is indicative of flows exceeding the capacity of the pump station. This setpoint can be adjusted higher depending on the ultimate capacity of the pump station as determined through an Act 537 Special Study (to be discussed in more detail in Section V of this Plan).

The recommended improvements included in this Plan Update will be implemented within the next five (5) years. The Authority will continue to monitor CSO discharges as part of their ten (10) year plan to ensure compliance with their LTCP.

V. IDENTIFY ALTERNATIVES TO PROVIDE NEW OR IMPROVED WASTEWATER DISPOSAL FACILITIES

A. Conventional Collection, Conveyance, Treatment, and Discharge Alternatives

This section focuses on alternatives associated with the following:

- Upgrade of the Wyoming Street Pump Station Force Main
- Upgrade of the Wyoming Street Pump Station
- CSO upgrade location
- Equalization tank volume at the WWTP.
- Primary clarification volume at the WWTP.

1. Potential for Regional Wastewater Treatment

The current Freeland WWTP is a regional facility which accepts flow from Freeland Borough and portions of Foster Township and Butler Township.

2. Potential for Extending Existing Sewage Facilities

The future growth projections included in this Plan account for the potential of extending the existing municipal sewage facilities to serve new areas.

3. Potential for the Continued Use of Existing Sewage Facilities

The continued use of existing Municipal sewage facilities through repairs, upgrades, reduction of loading and improved operation and maintenance is described within the following sections.

a. CSO Location Alternatives

Early discussions regarding the upgrade of the CSO included the relocation of the CSO to a location near the existing Wyoming Street Pump Station. During the study and design stage of the project, it was determined that the CSO should be constructed adjacent to existing CSO as explained below.

i. <u>Alternative 1 – Construct CSO near Pump Station</u>

Relocating the CSO near the Wyoming Street Pump Station has the advantage of facilitating integration of the CSO gate and flow meter

reporting into the station's communications systems due to close proximity.

However, relocation of the CSO to the pump station would require the installation of a large new line (approximately 540LF of 30" diameter pipe) to combine the capacities of the existing 24" and 20" lines from Subareas 3 and 4 at the existing CSO, to bring the flow down to the new relocated CSO. The corridor this larger pipe would have to follow is closely packed with other underground utilities such as sewer, water and electric.

Additionally, about 150 LF of new 24" bypass discharge line would need to be installed, and it would need to cross wetlands to allow discharge of the CSO into the existing swale. The new discharge line installation would require additional permitting to cross the wetlands, and permitting to relocate the outfall location, as well as construction difficulty, special restoration requirements and possibly mitigation.

For the reasons listed above, CSO Location Alternative 1 has been dropped from further consideration.

ii. **Alternative 2 – Construct CSO adjacent to Current Location**

Under this alternative a new CSO would be constructed adjacent to the existing CSO location, allowing for the current outfall point to remain the same. Additionally, this alternative does not require the installation of any significant length of additional sewage lines or a new bypass line, and does not impact wetlands.

Communications and power are to be installed in this area as part of the project due to the required installation of new system flow meters around the existing CSO. Therefore the advantage of being closer to the pump station communication system with Alternative 1 is not significant since a new control panel will be located at the existing CSO for tie in. Additionally, this alternative provides significant savings associated with permitting and construction costs as compared to Alternative 1.

This is the preferred alternative.

b. WWTP – Equalization Tank Alternatives

The approved 2008 Plan included two (2) tanks providing 250,000 gallons of equalization. During the study and design stage of the project, the volume of equalization was increased to 400,000 gallons. Explanation is provided below.

i. **Alternative 1 – 250,000 Gallon Tanks**

It was identified in the approved 2008 Plan that 250,000 gallons of equalization would be adequate for the WWTP upgrades. The 250,000 gallon capacity represented 21% of the permitted flow.

ii. **Alternative 2 – 400,000 Gallon Tanks**

During the study and design stage of the project, it was determined that the maximum available equalization capacity under gravity flow conditions was 400,000 gallons. This capacity represents 33% of the permitted flow and would allow the Authority the ability to manage more storm/wet weather flows at the WWTP at minimal additional cost. The equalization capacity at the WWTP may need to be increased beyond the current volume provided to comply with the Authority's LTCP; this will be evaluated as part of the Special Study under Act 537 (to be discussed in more detail in this Section V.A.4.c of this Plan).

This is the interim preferred alternative.

c. WWTP – Primary Clarifier Alternatives

The approved 2008 Plan included the addition of one primary clarification tank to the existing two primary clarifier tanks. During the study and design stage of the project, it was determined that the existing primary clarifier tanks number and sizes are adequate to process future average and peak design flows. Further explanation is provided below.

i. **Alternative 1 – Provide Three (3) Primary Clarifiers**

The addition of a clarification train is not required to process future average and peak design flows. During the preliminary design phase of the WWTP upgrades project, it was determined that additional clarification (for a total of 3 primary clarifier trains) would remove too much organic loading (i.e. BOD) from the system, negatively impacting the biological treatment process. This alternative is dropped from further consideration.

ii. **Alternative 2 – Maintain Two (2) Primary Clarifiers**

During the preliminary design phase of the WWTP project, it was determined that the existing two (2) primary clarifiers are adequate to process future average and peak design flows and will result in reduced construction costs.

This is the preferred alternative.

4. Repair or Replacement of Existing Collection and Conveyance System Components

a. Force Main Alternatives

There are four (4) alternatives associated with the upgrade of the Wyoming Street Pump Station Force Main. Each alternative is described in the following paragraphs.

These alternatives were not evaluated using peak instantaneous flow values that are tributary to the new Wyoming Street Pump Station, considering this data was unavailable during the development of this Plan. As such, each alternative will be evaluated using the maximum peak instantaneous flow as determined in Section IV.B.5, as well as the Maximum Monthly Average Flow per the 2011 and 2012 Chapter 94 Municipal Wasteload Management Reports. It should be noted that flow data utilized in the 2012 Chapter 94 Report for the new Wyoming Street Pump Station was only available from January through June 2012. During that period the maximum monthly average flow at the pump station was 0.378 MGD, occurring in May. For comparison purposes, the maximum monthly average flow at the pump station in 2011 was 0.502 MGD, also occurring in May.

Additionally, each alternative is evaluated using the precipitation correlation model described in Section IV.B.3 to approximate the capture rate during precipitation events.

i. **Alternative 1 – Replace Existing Force Main with 8-inch Force Main**

This alternative would consist of constructing approximately 4,400-feet of new 8-inch polyvinyl chloride (PVC) force main from the Wyoming Street Pump Station to the Authority's gravity sewer system which conveys flow to the WWTP.

Replacement of the force main along the same alignment as the existing would result in disturbance to wetlands and impact businesses and a school. Additionally, numerous utilities have been constructed in the vicinity of the force main since it was constructed in the 1960s.

A slightly new alignment has been developed to minimize impacts to these features and better facilitate construction. The new alignment would also allow for the continued operation of the existing force main during construction. The proposed centerline of the alignment corridor of the new 8-inch force main is shown in **Appendix H**.

Installation of a new 8-inch force main along this alignment would improve the output of a single pump to approximately 780 GPM

(1.12 MGD) at 163 feet of TDH. Two pumps would be capable of delivering approximately 920 GPM (1.32 MGD) at 182 feet of TDH. Hydraulic data, including performance curves, are included in **Appendix I**.

Maximum Monthly and Peak Instantaneous Flow

As mentioned above, the maximum monthly flows from the pump station for 2011 and 2012 were 0.502 MGD and 0.378 MGD, respectively. Peak instantaneous flow data was unavailable for the development of this Plan; as such, this alternative was analyzed using the maximum peak instantaneous flow of 3.73 MGD as determined in Section IV.B.5.

The pump station under this alternative would have a firm capacity of 1.12 MGD and would not be able to convey the maximum peak instantaneous flow. Therefore, 2.59 MGD of additional pump capacity would be required.

This could be achieved by upgrading the two (2) existing pumps at the new Wyoming Street Pump Station, or adding a third pump to achieve a capacity of 3.73 MGD, or constructing a separate pump station with a capacity of 2.59 MGD. In either case, redundant pumping capacity will be required to convey peak instantaneous flow with one pump out of operation.

As discussed at the meeting held with PADEP on August 7, 2013, the new Wyoming Street Pump Station has been able to convey all wastewater flows conveyed to it without overflowing to the surface of the ground. This is due in part to the operation of the CSO point as a hydraulic relief upstream of the pump station; however, due to lack of flow data at this time from the combined sewer system Subareas 3 and 4, it cannot be definitively determined if the requirements of the LCTP as related to the CSO operation are being met.

Additionally, considering the uncertainty associated with the lack of peak instantaneous flow data, modifications to the pump station will be evaluated as part of an Act 537 Special Study described later in this Section.

Precipitation/Flow Correlation

The precipitation/flow correlation developed in Section IV.B.3 was used to project the capture rate of combined sewage flows during precipitation events over the course of a given year to determine if the CSO LTCP Presumptive Goal would be achieved under future conditions.

To determine the capture rate, the total combined sewage flow was calculated for various precipitation events. This methodology was described in Section IV and information is reiterated in Table 11.

As shown in Table 11, the total combined sewage flow was then compared to the capacity of the new Wyoming Street Pump Station with one (1) pump out of service for each of the precipitation events. In cases where the total combined sewage flow exceeds the capacity of a single pump, a CSO discharge results. The CSO bypass per precipitation event was determined and this flow was multiplied by the number of events over the course of a year.

Using this method, a total annual CSO discharge was projected. Under Alternative 1, the projected total annual CSO discharge is 21.183 MG. To determine the capture rate, the CSO discharge was compared to the total combined sewage occurring during precipitation events. As described in Section IV, a projected value of 179.643 MG of combined sewage occurs during precipitation events. Therefore, 158.46 MG of combined sewage occurring during precipitation events was calculated to be captured, resulting in a capture rate of 88.21%. This exceeds the 85% capture rate required per the LTCP.

This information described above is summarized in Table 11. More comprehensive data, including sample calculations, are provided in **Appendix G**.

Table 11
Force Main Alternative 1
CSO Capture Rate

Event	No. Days	Total Flow Per Event (MG)	Pump Capacity (MGD)	Bypass Per Event (MGD)	Total Bypass (MG)	Percent Capture
No Precipitation	226	0.539	1.140	0.000	0.000	100.00%
Less than 1"	127	1.202	1.140	0.062	7.870	94.84%
1" to 2"	6	1.773	1.140	0.633	3.800	64.29%
2" to 3"	4	2.345	1.140	1.205	4.819	48.62%
3" to 4"	1	2.916	1.140	1.776	1.776	39.09%
5" to 6"	1	4.059	1.140	2.919	2.919	28.09%
					21.183	**88.21%**

The information included in the above table is based on assumed wastewater flows associated with various precipitation events over the course of a year which witnesses above average precipitation. This information does not include peak instantaneous flow data, (which is required to determine pump station capacity as discussed in detail in IV.B.5) or take into account the maximum flow rate that can be adequately processed at the wastewater treatment plant during wet-weather events. Therefore, the validity of the information contained within the table cannot be confirmed at this time.

As part of this alternative, approximately 2,600 feet of existing 12-inch gravity sewer will require upsizing to accommodate the increased capacity of the pump station. The minimum slope of the existing gravity sewer replaced in-place is 0.004 ft/ft. At this slope, a 15-inch diameter sewer would be required to convey the 1.30 MGD discharged by two pumps. The minimum slope as defined in PADEP's Domestic Wastewater Facilities Manual for a 15-inch gravity sewer is 0.0015 ft/ft.

This alternative is not recommended considering it result in twice the CSO discharge as compared to Alternative 2 (Table 11, 21.183 MG vs. Table 12,10.433 MG) on an annual basis.

ii. **Alternative 2 – Replace Existing Force Main with 10-inch Force Main**

This alternative would consist of constructing approximately 4,400-feet of new 10-inch PVC force main along the same alignment as described above.

Replacement of the force main along the same alignment as the existing would result in disturbance to wetlands and impact businesses and a school. Additionally, numerous utilities have been constructed in the vicinity of the force main since it was constructed in the 1960s.

A slightly new alignment has been developed to minimize impacts to these features and better facilitate construction. The new alignment would also allow for the continued operation of the existing force main during construction. The proposed centerline of the alignment corridor of the new 10-inch force main is shown in **Appendix H**.

Installation of a new 10-inch force main would further decrease the TDH. However, the speed of the pumps would need to be limited by VFDs to prevent overloading of the 50 HP motors. The maximum output from a single pump would be approximately 960 GPM (1.38 MGD) at a TDH of 141 feet when the pump is operating at 1675 RPM as can been seen on the performance curves in **Appendix I**. Two (2) pumps operating in parallel would result in an output of 1,300 GPM (1.87 MGD) at 170 feet of TDH when operating at full speed. Alternative 2 will allow the pumps to operate at lower speeds and at lower heads, resulting in less energy consumption and providing reduced operating costs.

Maximum Monthly and Peak Instantaneous Flow

As mentioned above, the maximum monthly flow for 2011 and 2012 were 0.502 MGD and 0.378 MGD, respectively. Peak instantaneous flow data was unavailable for the development of this plan; as such, this alternative was analyzed using the maximum peak instantaneous flow of 3.73 MGD as determined in Section IV.B.5.

The pump station under this alternative would have a firm capacity of 1.38 MGD and would not be able to convey the maximum peak instantaneous flow. Therefore, 2.35 MGD of additional pump capacity would be required.

This could be achieved by upgrading the two (2) existing pumps at the new Wyoming Street Pump Station, or adding additional pump(s) to achieve a capacity of 3.73 MGD, or constructing a separate pump station with a capacity of 2.35 MGD. In either case, redundant pumping capacity will be required to convey peak instantaneous flow with one pump out of operation.

As discussed at the meeting held on August 7, 2013 with PADEP, the new Wyoming Street Pump Station has been able to convey all wastewater flows conveyed to it without overflowing to the surface of the ground. This is due in part to the operation of the CSO point as a hydraulic relief upstream of the pump station; however, due to lack of flow data at this time from the combined sewer system Subareas 3 and 4, it is unclear if the requirements of the LCTP as related to the CSO operation are being met.

Additionally, considering the uncertainty associated with the lack of peak instantaneous flow data, modifications to the pump station will be evaluated as part of the Act 537 Special Study described later in this Section.

Precipitation/Flow Correlation

The precipitation/flow correlation developed in Section IV.B.3 was used to project the capture rate of combined sewage flows during precipitation events over the course of a given year to determine if the CSO LTCP Presumptive Goal would be achieved under future conditions.

To determine the capture rate, the total combined sewage flow was calculated for various precipitation events. This methodology was described in Section IV and information is reiterated in Table 12.

As shown in Table 12, the total combined sewage flow was then compared to the capacity of the new Wyoming Street Pump Station with one (1) pump out of service for each of the precipitation events. In cases where the total combined sewage flow exceeds the capacity of a single pump, a CSO discharge results. The CSO bypass per precipitation event was determined and this flow was multiplied by the number of events over the course of a year.

Using this method, a total annual CSO discharge was projected. Under Alternative 2, the anticipated total annual CSO discharge is 10.433 MG. To determine the capture rate, the CSO discharge was compared to the total combined sewage occurring during precipitation events. As described in Section IV, approximately 179.643 MG of combined sewage occurs during precipitation events. Therefore, 169.21 MG of combined sewage occurring during precipitation events was captured, resulting in a capture rate of 94.19%. This exceeds the 85% capture rate required per the LTCP. This information described above is summarized in Table 12. More comprehensive data, including sample calculations, are provided in **Appendix G**.

Table 12
Force Main Alternative 2
CSO Capture Rate

Event	No. Days	Total Flow Per Event (MG)	Pump Capacity (MGD)	Bypass Per Event (MGD)	Total Bypass (MG)	Percent Capture
No Precipitation	226	0.539	1.380	0.000	0.000	100.00%
Less than 1"	127	1.202	1.380	0.000	0.000	100.00%
1" to 2"	6	1.773	1.380	0.393	2.360	77.82%
2" to 3"	4	2.345	1.380	0.965	3.859	58.86%
3" to 4"	1	2.916	1.380	1.536	1.536	47.33%
5" to 6"	1	4.059	1.380	2.679	2.679	34.00%
					10.433	**94.19%**

The information included in the above table is based on assumed wastewater flows associated with various precipitation events over the course of a year which witnesses above average precipitation. This information does not include peak instantaneous flow data (which is required to determine pump station capacity as discussed in detail in IV.B.5) or take into account the maximum flow rate that can be adequately processed at the wastewater treatment plant during wet-weather events. Therefore, the validity of the information contained within the table cannot be confirmed at this time.

As part of this alternative, approximately 2,600 feet of existing 12-inch gravity sewer will require upsizing to accommodate the increased capacity of the pump station. The minimum slope of the existing gravity sewer replaced in-place is 0.004 ft/ft. At this slope, a 15-inch diameter sewer would be required to convey the 1.87 MGD discharged by two pumps. The minimum slope as defined in PADEP's Domestic Wastewater Facilities Manual for a 15-inch gravity sewer is 0.0015 ft/ft.

This alternative will allow the pump station to operate at its permitted capacity and will further reduce the frequency and volume of CSO discharges as compared to Alternative 1.

iii. **Alternative 3 – Keep Existing 8-inch Force Main (No Action Alternative)**

With this alternative, the new Wyoming Street Pump Station would discharge into the aging, 8-inch cast iron force main. As described in Section III.A.3.b above, there is a higher actual TDH than designed for, resulting in a lower than permitted discharge rate as seen in the performance and system curves, which are provided in **Appendix I**.

Maximum Monthly and Peak Instantaneous Flow

As mentioned above, the maximum monthly flow for 2011 and 2012 were 0.502 MGD and 0.378 MGD, respectively. Peak instantaneous flow data was unavailable for the development of this plan; as such, this alternative was analyzed using the maximum peak instantaneous flow of 3.73 MGD as determined in Section IV.B.5.

The pump station under this alternative would have a firm capacity of 0.99 MGD and would not be able to convey the maximum peak instantaneous flow. Therefore, 2.74 MGD of additional pump capacity would be required.

This could be achieved by upgrading the two (2) existing pumps at the new Wyoming Street Pump Station, or adding additional pump(s) to achieve a capacity of 3.73 MGD, or constructing a separate pump station with a capacity of 2.74 MGD. In either case, redundant pumping capacity will be required to convey peak instantaneous flow with one pump out of operation.

As discussed at the meeting held on August 7, 2013 with PADEP, the new Wyoming Street Pump Station has been able to convey all wastewater flows conveyed to it without overflowing to the surface of the ground. This is due in part to the operation of the CSO point as a hydraulic relief upstream of the pump station; however, due to lack of flow data at this time from the combined sewer system Subareas 3 and 4, it is unclear if the requirements of the LCTP as related to the CSO operation are being met.

Additionally, considering the uncertainty associated with the lack of peak instantaneous flow data, modifications to the pump station will be evaluated as part of the Special Study described later in this Section.

Precipitation/Flow Correlation

The precipitation/flow correlation developed in Section IV.B.3 was used to project the capture rate of combined sewage flows during precipitation events over the course of a given year to determine

the CSO LTCP Presumptive Goal would be achieved under future conditions.

To determine the capture rate, the total combined sewage flow was calculated for various precipitation events. This methodology was described in Section IV and information is reiterated in Table 13.

As shown in Table 13, the total combined sewage flow was then compared to the capacity of the new Wyoming Street Pump Station with one (1) pump out of service for each of the precipitation events. In cases where the total combined sewage flow exceeds the capacity of a single pump, a CSO discharge results. The CSO bypass per precipitation event was determined and this flow was multiplied by the number of events over the course of a year.

Using this method, a total annual CSO discharge was projected. Under Alternative 3, the anticipated total annual CSO discharge is 42.033 MG. To determine the capture rate, the CSO discharge was compared to the total combined sewage occurring during precipitation events. As described in Section IV, approximately 179.643 MG of combined sewage occurs during precipitation events. Therefore, 137.61 MG of combined sewage occurring during precipitation events was captured, resulting in a capture rate of 76.60%. This does not meet the required 85% capture rate per the LTCP.

This information described above is summarized in Table 13. More comprehensive data, including sample calculations, are included in **Appendix G**.

Table 13
Force Main Alternative 3
CSO Capture Rate

Event	No. Days	Total Flow Per Event (MG)	Pump Capacity (MGD)	Bypass Per Event (MGD)	Total Bypass (MG)	Percent Capture
No Precipitation	226	0.539	0.990	0.000	0.000	100.00%
Less than 1"	127	1.202	0.990	0.212	26.920	82.36%
1" to 2"	6	1.773	0.990	0.783	4.700	55.83%
2" to 3"	4	2.345	0.990	1.355	5.419	42.22%
3" to 4"	1	2.916	0.990	1.926	1.926	33.95%
5" to 6"	1	4.059	0.990	3.069	3.069	24.39%
					42.033	**76.60%**

The information included in the above table is based on assumed wastewater flows associated with various precipitation events over

the course of a year which witnesses above average precipitation. This information does not include peak instantaneous flow data or take into account the maximum flow rate that can be adequately processed at the wastewater treatment plant during wet-weather events. Therefore, the validity of the information contained within the table cannot be confirmed at this time.

This alternative is not recommended considering it will not enable the pump station to operate at its current permitted capacity of 800 GPM. This alternative also does not provide capacity to meet the minimum required capture rate of 85% per the CSO LTCP (as projected in Table 13 above). Additionally, recent force main breaks resulting in sanitary sewer overflows, occurred on September 10, 2013 and September 25, 2013, bringing into question the structural integrity of the existing pipe and supporting an alternative to replace the force main.

The short-term and long-term impacts associated with this no-action alternative are included in Section V.H. Due to environmental concerns and the potential risk to human health, this alternative is not deemed technically feasible.

iv. **Alternative 4 – Construct Parallel 10-inch Force Mains**

This alternative mimics Alternative 2 with the exception that a second, parallel 10-inch force main would be installed. The second force main would be reserved for future use if deemed necessary as part of the Act 537 Plan Special Study, which will be discussed later in this section.

This alternative would consist of constructing approximately 4,400-feet of new parallel 10-inch PVC force mains along the same alignment as described in the other alternatives.

Replacement of the force main along the same alignment as the existing would result in disturbance to wetlands and impact businesses and a school. Additionally, numerous utilities have been constructed in the vicinity of the force main since it was constructed in the 1960s.

A slightly new alignment has been developed to minimize impacts to these features and better facilitate construction. The new alignment would also allow for the continued operation of the existing force main during construction. The centerline of the proposed alignment corridor of the new 10-inch force mains is shown in **Appendix H**. The force mains would be installed parallel along the same alignment corridor.

Under this alternative, the capacity of the new Wyoming Street Pump Station would match that of Alternative 2 with one (1) pump

producing 960 GPM (1.38 MGD) at a TDH of 141 feet and two (2) pumps producing 1,300 GPM (1.87 MGD) at 170 feet TDH. This assumes that the pump station discharges to a single 10-inch force main.

Maximum Monthly and Peak Instantaneous Flow

As mentioned above, the maximum monthly flow for 2011 and 2012 were 0.502 MGD and 0.378 MGD, respectively. Peak instantaneous flow data was unavailable for the development of this Plan; as such, this alternative was analyzed using the maximum peak instantaneous flow of 3.73 MGD as determined in Section IV.B.5.

The pump station under this alternative would have a firm capacity of 1.38 MGD and would not be able to convey the maximum peak instantaneous flow. Therefore, 2.35 MGD of additional pump capacity would be required.

This could be achieved by upgrading the two (2) existing pumps at the new Wyoming Street Pump Station, or adding additional pump(s) to achieve a capacity of 3.73 MGD, or constructing a separate pump station with a capacity of 2.35 MGD. In either case, redundant pumping capacity will be required to convey peak instantaneous flow with one pump out of operation.

As discussed at the meeting held on August 7, 2013 with PADEP, the new Wyoming Street Pump Station has been able to convey all wastewater flows conveyed to it without overflowing to the surface of the ground. This is due in part to the operation of the CSO point as a hydraulic relief upstream of the pump station; however, due to lack of flow data at this time from the combined sewer system Subareas 3 and 4, it is unclear if the requirements of the LCTP as related to the CSO operation are being met.

Additionally, considering the uncertainty associated with the lack of peak instantaneous flow data, modifications to the pump station will be evaluated as part of the Act 537 Special Study described later in this Section.

Precipitation/Flow Correlation

The precipitation/flow correlation developed in Section IV.B.3 was used to project the capture rate of combined sewage flows during precipitation events over the course of a given year to determine if the CSO LTCP Presumptive Goal would be achieved under future conditions.

The capture rate is identical to that described in Alternative 2, but is reiterated for completeness. The capture rate would change if new Wyoming Street Pump Station was upgraded or if a new pump station was constructed.

To determine the capture rate, the total combined sewage flow was calculated for various precipitation events. This methodology was described in Section IV and information is reiterated in Table 14.

As shown in Table 14, the total combined sewage flow was then compared to the capacity of the new Wyoming Street Pump Station with one (1) pump out of service for each of the precipitation events. In cases where the total combined sewage flow exceeds the capacity of a single pump, a CSO discharge results. The CSO bypass per precipitation event was determined and this flow was multiplied by the number of events over the course of a year.

Using this method, a total annual CSO discharge was projected. Under Alternative 4, the anticipated total annual CSO discharge is 10.433 MG. To determine the capture rate, the CSO discharge was compared to the total combined sewage occurring during precipitation events. As described in Section IV, approximately 179.643 MG of combined sewage occurs during precipitation events. Therefore, 169.21 MG of combined sewage occurring during precipitation events was captured, resulting in a capture rate of 94.19%. This exceeds the 85% capture rate required per the LTCP.

This information described above is summarized in Table 14. More comprehensive data, including sample calculations, are provided in **Appendix G**. Again, the capture rate is identical to that of Alternative 2 if the new Wyoming Street Pump Station is connected to a single 10-inch force main.

Table 14 summarizes the anticipated CSO bypass flows in a given year utilizing the flow projection data developed in Section IV. The percent capture data included below takes into account the capacity of a single pump at the new Wyoming Street Pump Station. As can be seen from the table, approximately 94% of the combined sewage from Subareas 3 and 4 will be captured. Refer to **Appendix G** for more comprehensive data.

Table 14
Force Main Alternative 4
CSO Capture Rate

Event	No. Days	Total Flow Per Event (MG)	Pump Capacity (MGD)	Bypass Per Event (MGD)	Total Bypass (MG)	Percent Capture
No Precipitation	226	0.539	1.380	0.000	0.000	100.00%
Less than 1"	127	1.202	1.380	0.000	0.000	100.00%
1" to 2"	6	1.773	1.380	0.393	2.360	77.82%
2" to 3"	4	2.345	1.380	0.965	3.859	58.86%
3" to 4"	1	2.916	1.380	1.536	1.536	47.33%
5" to 6"	1	4.059	1.380	2.679	2.679	34.00%
					10.433	**94.19%**

The information included in the above table is based on assumed wastewater flows associated with various precipitation events over the course of a year which witnesses above average precipitation. This information does not include peak instantaneous flow data or take into account the maximum flow rate that can be adequately processed at the wastewater treatment plant during wet-weather events. Therefore, the validity of the information contained within the table cannot be confirmed at this time.

As part of this alternative, approximately 2,600 feet of existing 12-inch gravity sewer will require upsizing to accommodate the increased capacity of the pump station. The minimum slope of the existing gravity sewer replaced in-place is 0.004 ft/ft. At this slope, a 15-inch diameter sewer would be required to convey the 1.87 MGD discharged by two pumps. The minimum slope as defined in PADEP's Domestic Wastewater Facilities Manual for a 15-inch gravity sewer is 0.0015 ft/ft.

Parallel 8-inch force mains were considered, but high velocities and increased TDH (resulting in higher operating costs and larger pump motor sizes) associated with high flows are of concern. Likewise, parallel 12-inch force mains were considered, but a single 12-inch force main would be too large, resulting in low velocities and potential settling of solids under normal and low flows. Installation of parallel 10-inch force mains will allow versatility for low and high flow conditions.

Additional capacity could be achieved by upgrading the new Wyoming Street Pump Station and conveying sewage through both force mains or constructing an adjacent pump station to discharge into second for main. However, the capacity requirements of the

pump station will not be determined until the conclusion of an Act 537 Special Study, to be discussed further in this Section V.

This alternative would take the most conservative approach among the force main alternatives, since it could accommodate a future upgraded or new pump station at maximum peak instantaneous capacity derived in IV.B.5, if determined required after completion of Act 537 Special Study.

Installation of both force mains at this time would be more economical than installing them separately, if a second force main was determined to be required in the future. This will be discussed in more detail in Section VI.

This is the preferred force main alternative of this Plan.

b. Pump Station Alternatives – (This section addresses inconsistencies with the approved 2008 and 2004 Plans for the Wyoming Street Pump Station Upgrades)

There are two (2) alternatives considered with the upgrade of the Wyoming Street pump station. For each of the alternatives, it is the Authority's intention to keep the old Wyoming Street Pump Station on standby indefinitely for emergency purposes. Each alternative is described in the following paragraphs.

i. **Alternative 1 – Operate and Maintain Separate Pump Stations**

Under this alternative Foster Township and the Authority would operate and maintain separate pump stations and discharge flows into the common force main to the Authority-owned WWTP.

ii. **Alternative 2 – Operate and Maintain One Pump Station**

Under this alternative Foster Township and the Authority would operate and maintain a single pump station and discharge flows into the common force main to the Authority-owned WWTP.

This alternative is what was designed, permitted, and constructed. After completion of the Special Study under Act 537 (discussed below), this alternative will be evaluated to confirm this is the appropriate and preferred alternative.

c. Pump Station Capacity Alternatives (Act 537 Special Study)

Considering that peak instantaneous flow figures are currently not available to determine the appropriate capacity of the new Wyoming Street Pump Station, a Special Study, under Act 537, will need to be prepared and submitted by the affected municipalities to PADEP. This study will be submitted to PADEP after the peak instantaneous wastewater flow data related to the pump station and its upstream CSO point, have been obtained, evaluated and a final alternative proposed

concerning the pump station, its associated force main and upstream CSO point.

The Special Study will commence upon completion of collection of the required flow data by the Authority's SCADA system. Flow data will be collected from the new flow meters as shown in Figure 3 in **Appendix A** at 1-minute intervals over 50 precipitation events (see Appendix F, Table F-2 for the basis of this number) measuring greater than or equal to 0.25 inches, beginning in January 2014. This data will be used to determine the peak instantaneous flows originating from Subareas 3 and 4, flows to the new Wyoming street pump station, and flows bypassed at the CSO point to determine if provisions of the LTCP are being met. The SCADA system will also record instantaneous pump station flow discharge data, as well as record when one or both pumps are operating; this data will be utilized, in part, to confirm if one (1) pump operating can meet the conveyance requirements of the station. The data will be analyzed once obtained and pump station alternatives will be investigated, as required. The plan will then be submitted to PADEP for review.

As part of the Special Study, portable flow meters will be installed and relocated as necessary to identify portions of the sewer system prone to I/I.

B. Use of Individual Sewage Disposal Systems

The use of individual sewage disposal systems was addressed in the approved 2008 and 2004 Plans. The approved 2008 Plan required that all lots and structures within the Borough be secured by the Authority's wastewater collection system now and in the future.

C. Small Flow Treatment Facilities

The use of small flow treatment facilities was addressed in the approved 2008 and 2004 Plans. The approved 2008 Plan required that all lots and structures within the Borough be secured by the Authority's wastewater collection system now and in the future.

D. Community Land Disposal

The use of community land disposal was addressed in the approved 2008 and 2004 Plans. The approved 2008 Plan required that all lots and structures within the Borough be secured by the Authority's wastewater collection system now and in the future.

E. Retaining Tanks (Holding Tanks)

The use of retaining tanks was addressed in the approved 2008 and 2004 Plans. The approved 2008 Plan required that all lots and structures within the Borough be secured by the Authority's wastewater collection system now and in the future.

F. Sewage Management Programs

Sewage management programs were addressed in the approved 2008 and 2004 Plans. The approved 2008 Plan required that all lots and structures within the

Borough be secured by the Authority's wastewater collection system now and in the future.

G. Non-Structural Comprehensive Planning Alternatives

Non-structural comprehensive planning alternatives were the approved 2008 and 2004 Plans.

H. No Action Alternative

The "No Action" alternative assumes that no improvements would be made to the Wyoming Street Pump Station Force Main. As a result, The Wyoming Street Pump Station would be unable to operate as intended and hydraulic overloading could occur. This would result in the following short-term and long-term impacts:

1. Water Quality/Public Health

   The No Action Alternative is not an acceptable solution to protect Waters of the Commonwealth from future discharges due to hydraulic overloading at the Wyoming Street Pump Station.

2. Growth Potential

   As discussed in Section IV, the future potential growth of the planning area is extremely limited. The No Action Alternative would further hinder growth in and adjacent to the planning area.

3. Community Economic Conditions

   Community economic conditions are dependent upon growth and development in the future, and would be very limited if capacity were not available at the Wyoming Street Pump Station. The No Action Alternative would have a significant adverse community economic impact on the Borough.

4. Recreational Opportunities

   Recreational opportunities in the immediate project area are not affected directly to the No Action Alternative.

5. Drinking Water Sources

   The No Action Alternative would not have a significant impact on drinking water sources as the community is served by a centralized water supply system by the Borough of Freeland Municipal Authority.

6. Other Environmental Concerns

The No Action Alternative would not have significant impact on other environmental concerns other than the continued risk of pollution to Waters of the Commonwealth.

VI. EVALUATION OF ALTERNATIVES

A. Consistency Evaluation

Force main replacement Alternatives 1, 2 and 4 were evaluated for consistency with respect to the requirements listed below. As discussed previously, Alternative 3, the No Action Alternative, is not technically or environmentally feasible, nor is it acceptable from the standpoint of protection of human health.

1. Sections 4 and 5 of the Clean Streams Law or Section 208 of the Clean Water Act

The alternatives presented in this Plan are inconsistent with the previously approved Official Sewage Facilities Plans for Freeland Borough, Foster Township and Butler Township in that the approved plans called for the continued use of the force main. However, the replacement of the force main is now recommended due to integrity concerns of the aging pipe coupled with the limiting of capacity of the New Wyoming Street Pump Station. From an economic standpoint, there is a significant benefit associated with simultaneous installation of parallel force main.

2. Municipal Wasteload Management under Chapter 94

The technically feasible alternatives are consistent with respect to increasing the capacity and reducing hydraulic overloading of the new Wyoming Street Pump Station, resulting in reduced CSO discharges. However, the alternatives in this Plan were developed without peak instantaneous flow data because this data is not yet available. Therefore, the final resolution of the adequacy of the Wyoming Street Pump Station will not be completed until submission of the Act 537 Special Study.

3. Plans Developed under Title II of the Clean Water Act

The proposed recommendations of this Joint Official Sewage Facilities Plan Update provides for successful collection of sewage within the Planning area, thus ensuring compliance with the Clean Water Act. There are no specified statutes or regulations that exist specifically for this planning area. Therefore, the selected Alternative is consistent since no plans exist under the specified statutes and regulations.

4. Comprehensive Plans Developed Pursuant to the Municipalities Planning Code

There are no current local Comprehensive Plans adopted for the project area or in the Borough. Therefore, this item does not apply.

5. Anti-degradation Requirements Contained in Chapters 93, 95 and 102

The alternatives included in this Plan Update focus on increasing the capacity of the Wyoming Street Pump Station, thereby reducing CSO bypass events. Therefore, neither alternative will have a negative impact on water quality.

6. State Water Plans

The service area for the Wyoming Street Pump Station is located in the Upper Central Susquehanna River Subbasin, while the WWTP is located within the Central Delaware River Subbasin. The State Water Plan has been reviewed in regards to both of these river subbasins to determine the consistency of the alternatives described in this Plan Update.

Per the State Water Plan, the main prioriy within the Upper Central Susquehanna River Subbasin includes the protection of important headwater habitats and groundwater recharge areas, with a major focus on addressing the consequences of acidic drainages on receiving streams to improve and protect water quality and aquatic ecosystems, and to enhance the availability and utilization of water. CSO discharges enter watercourses tributary to Black Creek which has been identified as an impaired watercourse. Reductions in CSO discharges, as the alternatives within this Plan Update propose, are consistent with the State Water Plan for the Upper Central Susquehanna River Subbasin considering it will contribute to the protection of groundwater sources and protect headwater habitat.

The main priority within the Central Delaware River Subbasin includes improved management of water resources, including wastewater, to preserve, protect, restore and enhances the quality, quantity and availability of clean, sustainable water supplies. The completion of the WWTP upgrade project, including the upgraded capacity of the equalization tanks, will help protect water resources by minimizing hydraulic and organic overloads at the WWTP, thereby effectively improving the discharge effluent at the WWTP. There is inter-basin water transfer from the pumping of sewage from the Wyoming Street pump station located in the Susquehanna Rive basin to the WWTP located in the Delaware River basin; the Delaware River Basin Commission (DRBC) is aware of this inter-basin water transfer, as it is acknowledged in writing in the Authority's July 2010 DRBC Docket.

Completion of this Plan as recommended does not impact current permitted water facilities for the Authority. Therefore, the alternatives included in this Plan Update are consistent with the State Water Plan.

7. Pennsylvania's Prime Agricultural Land Policy

The alternatives included in this Plan Update are consistent with Pennsylvania's Prime Agricultural Land Policy. There are no active agricultural areas within the Borough. Prime agricultural soil is present within the project area as seen in **Appendix J**, but the project will be located within areas which have previously been disturbed, including abandoned railroad grades.

8. Plans Adopted by the County and Approved by PADEP Under the Storm Water Management Act

There is no known County Stormwater Management Plan for the planning area. Neither alternative would affect or alter any stormwater facilities within the planning area.

The project will adhere to National Pollutant Discharge Elimination System (NPDES) Stormwater Management Regulations.

9. Wetland Protection Under Chapter 105

It is the Authority's goal to protect or limit impacts to all wetlands as seen in **Appendix B**. All force main alternatives (with the exception of Alternative 3) included in this Plan Update will require minor temporary impacts to emergent wetlands near the Wyoming Street Pump Station. These impacts are covered by a GP-5 Permit issued through PADEP.

10. Protection of Rare, Endangered or Threatened Plant and Animal Species

Requests for Pennsylvania Natural Diversity Inventory (PNDI) reviews for Act 537 Plan projects were sent to the Pennsylvania Department of Conservation and Natural Resources, Pennsylvania Fish & Boat Commission, Pennsylvania Game Commission, and the United States Fish & Wildlife Service. It was determined there are and no known impacts to rare, threatened or endangered species. Copies of correspondence, mail delivery receipts, and project information for the PNDI review requests are included in **Appendix K**. Only one (1) copy of the project information submitted to the agencies for the PNDI reviews is attached in **Appendix K**, as each agency was sent the same project information for review.

11. The Pennsylvania Historic Preservation Act

A letter dated April 24, 2012 from the Bureau of Historic Preservation which states, "There are no National Register eligible or listed historic or archaeological properties in the area of this proposed project." A copy of this letter is included in **Appendix L**.

B. Resolution of Inconsistencies

Consistency of the selected alternative in regards to Municipal Wasteload Management under Chapter 94 cannot be verified until completion of the Act 537 Special Study.

C. Evaluation with Respect to Applicable Water Quality Standards, Effluent Limitations or other Technical, Legislative or Legal Requirements

The goal of this project will ensure that the Authority will meet the CSO LTCP Presumptive Goal as outlined in Water Quality Management Part II Permit No. 4010401 which consists of the elimination or capture of no less than 85% by

volume of the combined sewage collected in the combined sewer system (Subareas 3 and 4) during precipitation events on a system-wide annual average basis. The capture rates contained within this Plan are based on assumed sewage flows. The actual capture rate will be verified as part of the Act 537 Special Study, which will be completed after the collection of peak instantaneous flow data over 50 precipitation events greater than 0.25 inches, with data collection beginning in January 2014.

D. Cost Estimates

1. Force Main Cost Estimates

The Authority advertised Force Main Alternative 2 on March 27, 2013 and received bids on April 23, 2013. The low bid was used as the basis of project cost for Alternatives 1 and 2. The Authority recently bid Alternative 4 and opened bids on October 16, 2013. The average of the three (3) lowest bids was used as the basis of cost for Alternative 4 since the bid review process is still underway. Copies of the bids are included in **Appendix M**. The estimate of probable project costs for each alternative is summarized below:

- Alternative 1: Total Project Cost Estimate is $1,084,000
- Alternative 2: Total Project Cost Estimate is $1,106,000
- Alternative 4: Total Project Cost Estimate is $1,238,000

Detailed cost estimates are included in Tables M-1, M-2 and M-3 in **Appendix M**.

Summaries of the pro rata costs for each municipality are included in Tables 14 through 16 below. The pro rata costs are based on the Borough and Townships distributing the project costs across all users in the service area. The detailed break out of EDUs for the Borough and Townships is provided in Table M-4 in **Appendix M**.

Table 14
Force Main Alternative 1
Pro Rata Costs

	# of Customers	% of Total	Pro Rata Costs
Freeland	1885	70.1%	$759,634
Foster	740	27.5%	$298,175
Butler	65	2.4%	$26,191
Total	**2690**	**100.0%**	**$1,084,000**

Table 15
Force Main Alternative 2
Pro Rata Costs

	# of Customers	% of Total	Pro Rata Costs
Freeland	1885	70.1%	$775,050
Foster	740	27.5%	$304,227
Butler	65	2.4%	$26,723
Total	**2690**	**100.0%**	**$1,106,000**

Table 16
Force Main Alternative 4
Pro Rata Costs

	# of Customers	% of Total	Pro Rata Costs
Freeland	1885	70.1%	$867,552
Foster	740	27.5%	$340,536
Butler	65	2.4%	$29,912
Total	**2690**	**100.0%**	**$1,238,000**

As repeated throughout this Plan, the required capacity of the pump station will not be determined until flow data is collected and analyzed as part of the Act 537 Special Study. If it is determined that significant additional pump capacity is required, two (2) force mains will be needed to convey the flow. In that case, it would be significantly more economical to construct two (2) pipelines simultaneously as opposed to constructing them as two (2) separate projects.

The present difference in cost between installing one (1) force main per Alternative 2, and installing two (2) force mains per Alternative 4 is approximately $132,000. The current bidding climate is favorable, and it is uncertain how long this trend will continue. It is anticipated that the installation of a second force main in the future as a separate project would cost in excess of $500,000, depending on economic conditions at the time of bid. This difference in cost would be reflected in higher user rates. Additionally, funding is in place to support the recommended alternative; a future project would not be able to be funded under the current available RUS funds since that funding expires in November 2014. Therefore, additional funding would have to be sought for a future project.

Given the current favorable bidding climate and available funding, Alternative 4 is the preferred alternative despite the highest cost. It has the potential to result in significant capital savings and provides a great deal of versatility to handle future flows.

Financing of the project is discussed in the following section as is the analysis of user fees for each alternative and financing option.

As mentioned in previous sections, additional operations and maintenance costs are not anticipated for the new force main. It can reasonably be assumed that operations and maintenance costs will actually decrease upon completion of this project, given the resultant increased reliability of the system.

2. New Wyoming Street Pump Station Cost Estimates

The estimate of probable construction cost for each alternative is summarized below.

- Alternative 1: $380,000
  (cost estimates presented in the approved 2004 and 2008 Plans)

- Alternative 2: $395,000
  (as-built costs)

Detailed information for the as-built costs for Alternative 2 is presented in **Appendix M**.

Operation and maintenance (O&M) costs are projected to be less with Alternative 2, since this alternative requires the installation of only one (1) pump station (with 2 pumps), as compared to Alternative 1 which would provide two (2) pump stations (total of 4 pumps, 2 separate control panels, 2 separate wet wells, 2 sets of instrumentation, etc.).

3. CSO Cost Estimates

As discussed previously, Alternative 1 has been dropped from further consideration. The construction cost for Alternative 2 is $140,000.

4. WWTP Equalization Tank Cost Estimates

The estimate of probable construction cost for each alternative is summarized below.

- Alternative 1: $500,000
- Alternative 2: $650,000

There is a marginal cost difference (30%) associated with increasing capacity by 60%.

5. WWTP Primary Clarifier Cost Estimates

As discussed previously, Alternative 1 has been dropped from further consideration. The estimate of probable construction cost for Primary

Clarifier Alternative 2 is $30,000. This cost is to install new equipment in the two primary clarifier tanks. This cost would have been included with Alternative 1 as well.

E. Analysis of Funding Methods

Funding through PENNVEST and United States Department of Agriculture, RUS (Rural Utilities Service) was analyzed for the force main alternatives. Each method is described in the following paragraphs. The debt service per EDU is based on the 2,690 EDUs. A detailed breakdown of the funding options is included in Table M-5 in **Appendix M**.

1. PENNVEST

The term of PENNVEST loans is 20 years and the current interest rates for Luzerne County are as follows:

Years 1 to 5: 1.000%
Years 6 to 20: 1.740%

This results in the monthly debt service per EDU shown in Table 17.

Table 17
Monthly Debt Service per EDU
Utilizing PENNVEST Funding

	Years 1 to 5	Years 6 to 20
Alternative 1	$22.23	$23.86
Alternative 2	$22.68	$24.34
Alternative 4	$25.39	$27.25

2. RUS

The term of RUS loans is 40 years and the current fixed interest rate is approximately 2.5%. This results in the monthly debt service per EDU of:

Alternative 1: $1.31
Alternative 2: $1.34
Alternative 4: $1.50

The monthly debt service per EDU will be approximately 30% lower with RUS funding compared to PENNVEST funding.

A major advantage of RUS funding for this project is that funding is already in place through the WWTP project. This would reduce the time and administrative effort required to secure funding. The RUS funding that is currently in place expires in November 2014. Therefore, the goal is to complete construction of the force main by the Summer 2014, to allow

some contingency on the construction schedule, or sooner if the earlier receipt of Planning approval and permits allow.

Based on this analysis, the RUS funding option has been selected as the most optimal means to finance the project.

F. Analysis of Phased Implementation

The outcome of the Act 537 Special Study will dictate the need for or practicality of phased implementation. If it is found that additional pump capacity is required, then a phase approach would be implemented. Under this circumstance, the parallel force mains would be constructed as the first phase, with the upgrade of the new Wyoming Street Pump Station or construction of a new pump station completed in a later second phase.

If it is determined that additional pump capacity is not required, it is impractical to phase the planned project considering that no benefit would be received until the entire project is completed. The project will be constructed as a single phase.

G. Evaluation of Administrative Organizations and Legal Authority Necessary for Plan Implementation

The Authority will provide all legal authority and financial assistance necessary for plan implementation within the time schedule noted.

The Authority will be responsible to establish all rates, rules and regulations applicable to the project. They will also be responsible for all administrative duties relative to billings and collections, operation and maintenance, and general duties associated with the proper management of the sewer system.

VII. INSTITUTIONAL EVALUATION

The Institutional measures which need to be taken by the Borough and the Authority as a result of this Plan are incidental, since they are already a solvent and operating Authority. There will be no noticeable additional cost incurred by the Borough or Authority to implement this Plan, because the operational and maintenance infrastructure is in place.

The Borough and Township are ultimately responsible for the ultimate implementation of the Joint Official Sewage Facilities Plan Update. However, the Borough has established the Freeland Municipal Authority for the administration and operation of the Freeland water system and sewer system. As such, the Authority will responsible for the day-to-day implementation of the Plan, including any financial obligations necessary to implement the Plan.

Foster Township will own the pump station, but it will be operated and maintained by the Authority.

A. Analysis of Existing Wastewater Services

1. Financial and Debt Status

   The Authority will have debt service associated with the upgrade of the CSO and wastewater treatment plan. Repayment of debt began in September 2013.

2. Available Staff and Administrative Resources

   Currently, the Freeland Municipal Authority has a Sewer Department consisting of a full time manager, office staff, two (2) treatment plant operators and a collection system service crew. The proposed project will not require additional staff.

3. Existing Legal Authority to:

   a. Implement Wastewater Planning Recommendations.

      The Authority has the legal authority needed to implement wastewater planning recommendations.

   b. Implement System-wide Operation and Maintenance Activities.

      The Authority has the legal authority needed to implement system-wide operation and maintenance activities.

      Additional detail regarding the Wyoming Street Pump Station is included in the Operations and Maintenance Agreement between the Authority and the Township.

   c. Set User Fees and Take Purchasing Actions.

      The Authority has the legal authority needed to set user fees and take purchasing actions.

   d. Take Enforcement Actions against Ordinance Violators.

      The Borough and Townships have the legal authority needed to take enforcement actions against ordinance violators.

   e. Negotiate Agreements with Other Parties.

      The Authority has the legal authority needed to negotiate agreements with other parties.

   f. Raise Capital for Construction and Operation and Maintenance of Facilities.

The Authority has the legal authority needed to raise capital for construction and operation and maintenance of facilities.

B. Analysis and Description of Institutional Alternatives Necessary to Implement Alternatives

1. Need for New Municipal Departments or Authorities.

   New municipal departments or authorities are not necessary.

2. Functions of Existing and Proposed Organizations.

   The Authority will operate and maintain the Wyoming Street Pump Station, force main, CSO and WWTP. The Authority will determine the future sewage needs.

3. Cost of Administration, Implementability and the Capability of the Authority to React to Future Needs.

   Once this project is completed, costs incurred by the Authority will be reduced due to minimized operations and maintenance cost of the new facilities.

C. Necessary Administrative and Legal Activities to Ensure Implementation

1. Incorporation of Authorities or Agencies.

   The Freeland Municipal Authority already exists. There is no need for the incorporation of new authorities or agencies.

2. Development of All Required Ordinances, Regulations, Standards and Inter-municipal Agreements.

   Because the Authority is an existing entity, all ordinances, regulations and standards are currently in place.

   Freeland Municipal Authority and Foster Township have executed an inter-municipal agreement in June 2010. A copy of the agreement is included in **Appendix N**.

3. Description of Activities to Provide Rights-of-Way, Easements and Land Transfers.

   There are minimal easements required to implement this project. During design of the project, all required easements will be identified by the Engineer. All necessary easements will be obtained prior to construction.

4. Adoption of Other Municipal Sewage Facilities Plan.

   This Plan functions as a Joint Plan for the Borough and Township. Additional plans will not need to be adopted.

5. Any other Legal Documents.

   There are no other legal documents to be created that are not already in place.

6. Dates or Time Frames

   The project will progress immediately upon approval by PADEP.

   As mentioned previously, the RUS funding currently in place expires in November 2014. Therefore, the goal is to complete construction of the force main by Summer 2014, or ideally sooner, if Planning approval and the PADEP WQM permit is received earlier to allow.

D. Proposed Institutional Alternative

The Borough of Freeland Municipal Authority is the best means to implement the project for the following reasons:

1. The Authority will act in the best economical and financial interests of the residents.

2. The Authority has the authority to implement all necessary financial, technical and legal requirements necessary to implement the plan and to operate and maintain the sewer system.

3. The Authority has professional support from their Solicitor, Consulting Engineer and financial consultants for assurance the project will be properly administered during and after construction.

VIII. IMPLEMENTATION SCHEDULE AND JUSTIFICATION FOR SELECTED TECHNICAL AND INSTIUTIONAL ALTERNATIVES

A. Final resolution of the force main and pumping station adequacy and issues relating to the Authority's CSO LTCP will not be completed until the Act 537 Special Study is finalized. However, the technical alternative for the force main upgrade which best meets the wastewater collection needs of the project area on an interim basis is Alternative 4. This choice is based on the following:

1. Existing Wastewater Disposal Needs

   The selected alternative meets the needs of providing increased pumping capacity, minimizing CSO discharges, and providing residual capacity for future growth.

2. Future Wastewater Disposal Needs

   The selected alternative meets the needs of the planning area for the next twenty (20) years by providing increased pumping capacity, minimization of CSO discharges, and providing residual capacity for future growth.

3. Operation and Maintenance Considerations

   The selected alternative will not result in increased O&M costs since facilities will be replaced as opposed to added to the system. O&M costs should actually decrease considering that aging facilities will be replaced with new materials. However, O&M costs will increase if it is found that a pump station modifications or new pump station construction is required.

4. Cost Effectiveness

   It is significantly more cost effective to construct both force mains simultaneously as opposed to individually as separate projects.

5. Available Management and Administrative Systems

   The selected alternative is favorable as it does not require any management or administrative systems beyond what currently exists.

6. Available Financing Methods

   The selected Alternative will allow the Authority to pursue RUS funding.

7. Environmental Soundness and Compliance with Natural Resource Planning

   Consistency of the selected alternative in regards to the Municipal Wasteload Management under Chapter 94 cannot be verified until completion of the Act 537 Special Study.

B. Preferred Financing Plan

The preferred financing plan for this project is RUS funding since an existing RUS loan is already in place. No back-up funding is necessary considering the large contingency available with the existing loan.

C. Implementation Schedule

In order for this Plan to work, an implementation schedule must be adopted for the force main replacement. Considering that the RUS funding currently in place expires in November 2014, the goal is to complete construction of the force main by the Summer 2014, preferably sooner, if made feasible by earlier receipt of Planning approval and the PADEP WQM permit. The following actions are recommended within the specific periods following adoption of this plan by the Authority, Borough and Townships:

SEP 2013	Advertise for Bids – Force Main
OCT 2013	Receive Construction Bids – Force Main
DEC 2013	Receive Approval of Joint Act 537 Plan Update
DEC 2013	Obtain PADEP Approval of Part II Permit – Force Main
DEC 2013	Award Construction Contract – Force Main
JAN 2014	Start Construction – Force Main
JAN 2014	Begin Acquisition of Peak Instantaneous Flow Monitoring Data Associated with the Wyoming Street Pump Station
DEC 2013	Pre-Planning Meeting with PADEP for Special Study under Act 537
JAN 2014	TAR Submission for the Special Study under Act 537
JAN 2014	Submit Post Construction Certification for WQM Permit
JAN 2014	Begin Act 537 Special Study, including: • Collection of Peak Instantaneous Flow Monitoring Data Associated with the Wyoming Street Pump Station and CSO. • Evaluation/Determination of GPD/EDU basis. • Evaluation of I/I in subareas.
NOV 2014	Complete Construction – Force Main
*	Complete Collection of flow data required for Act 537 Special Study
+ 14 Months after *	Submit Act 537 Special Study to PADEP
+ 40 months after *	Implement Recommendations of the Act 537 Special Study for the Wyoming Street Pump Station (if required, date subject to revision during preparation of Act 537 Special Study)

* Peak instantaneous flow metering data will be collected over a time period that covers 50 precipitation events greater than 0.25 inches. This duration is currently unknown.

APPENDIX A

PLANNING AREA FIGURES

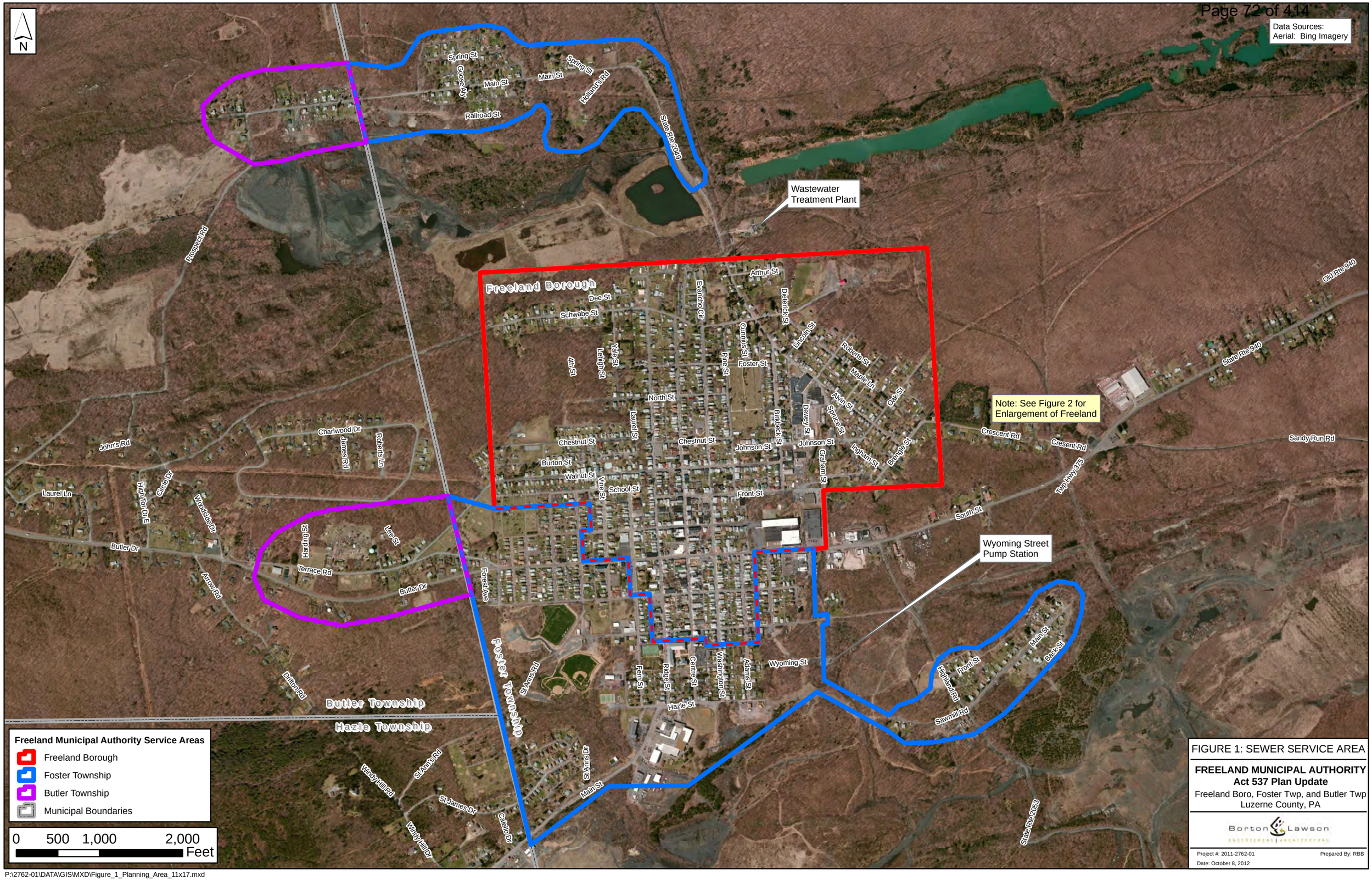


FIGURE 1: SEWER SERVICE AREA

FREELAND MUNICIPAL AUTHORITY
Act 537 Plan Update
Freeland Boro, Foster Twp, and Butler Twp
Luzerne County, PA

Borton Lawson
ENGINEERING | ARCHITECTURE

Project #: 2011-2762-01 Prepared By: RBB
Date: October 8, 2012

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BUTLER & FOSTER TWP FLOW
VIA UPPER LEHIGH PUMP STATION

TREATMENT PLANT

FREELAND BOROUGH LINE

SUBAREA 1

SUBAREA 2

SUBAREA 3

SUBAREA 4

GRAVITY FLOW TO TREATMENT PLANT

GRAVITY FLOW TO TREATMENT PLANT

GRAVITY FLOW TO WYOMING STREET PS

GRAVITY FLOW TO WYOMING STREET PS

FOSTER TWP.
BUTLER TWP.

FOSTER TWP. FREELAND BOROUGH

FREELAND BOROUGH LINE

EXISTING MANHOLE
EXISTING LAMP HOLE
SANITARY SEWER MAIN
SANITARY SEWER FORCE MAIN
MUNICIPAL BOUNDARY
SEWERAGE SUB-AREA

EXISTING 8" FORCE MAIN TO TREATMENT PLANT

WYOMING STREET PUMP STATION

BUTLER & FOSTER TWP FLOW TO WYOMING STREET PS (SEE FIGURE 1)

SEE FIGURE 3 FOR ADDITIONAL DETAIL

Borton Lawson
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613 Baltimore Drive
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Fax: 570.821.1990

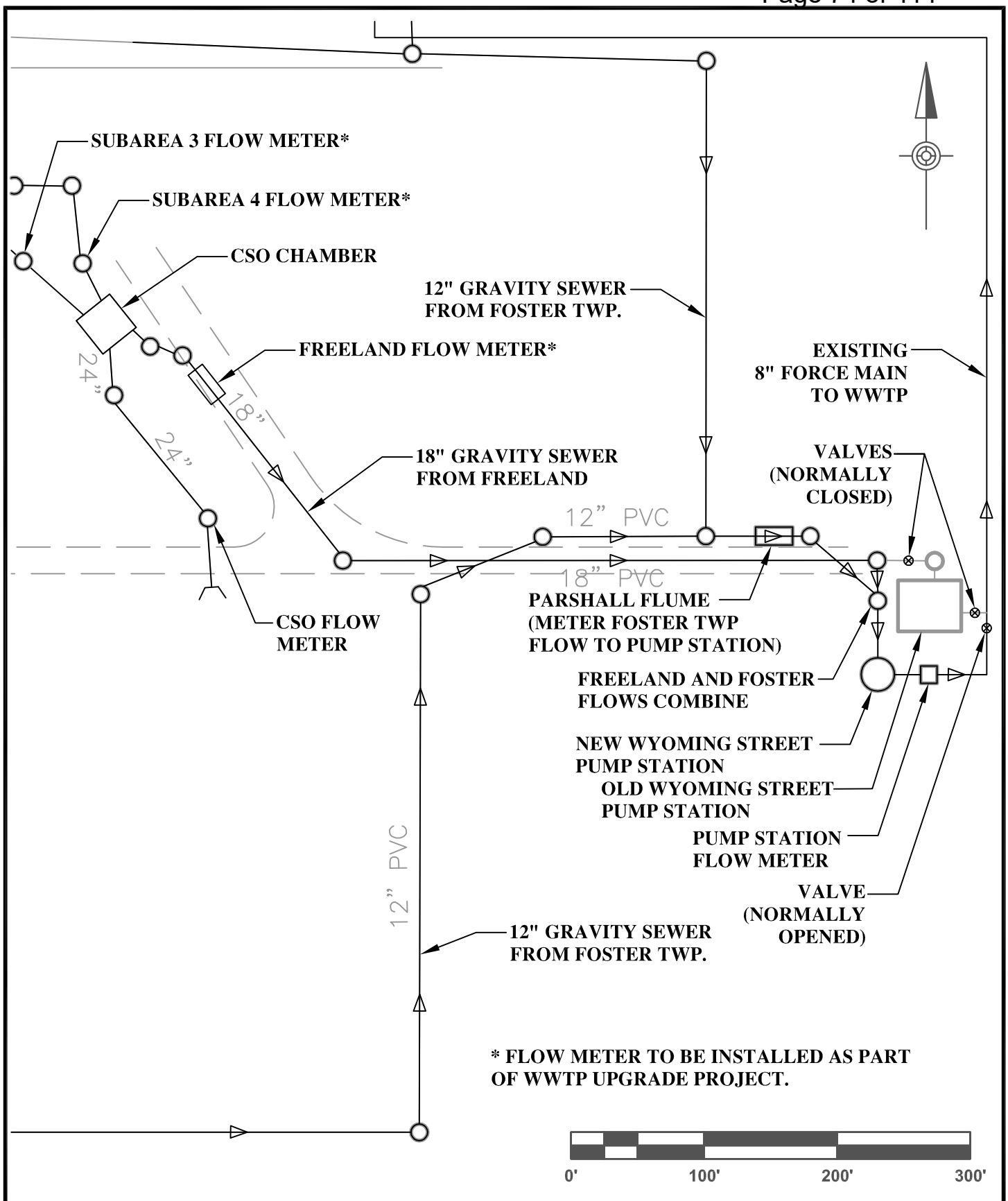
Greater Lehigh Valley Office
6814 Christoph Drive
Suite 200
Bath, PA 18014-8503
Voice: 610.837.5918
Fax: 610.837.5918

REVISIONS

DATE: DATE
SCALE: SCALE
DR.BY: DR_BY
CH.BY: CHK_BY

FREELAND BOROUGH AND FOSTER TOWNSHIP
JOINT ACT 537 PLAN UPDATE
FREELAND BOROUGH SUBAREAS
FREELAND BOROUGH MUNICIPAL AUTHORITY
FREELAND BORO. LUZERNE CO. PENNSYLVANIA

PROJECT NO. 2011-2762-01
DRAWING NO. FIGURE-2



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FREELAND BOROUGH AND FOSTER TOWNSHIP

JOINT ACT 537 PLAN UPDATE

ENLARGEMENT OF WYOMING STREET PUMP STATION

PROJECT NO.:		2011-2762-01
DWN. BY:	DATE:	
CHK'D. BY:	AUG 2012	FIGURE 3

P:\2762-01\DWGS\CAD\CIVIL\PLAN SHEETS\ACT 537 UPDATE-FIGURES 2&3.DWG

APPENDIX B

WETLAND MAP

Data Sources:
Roads - TIGER
Soils - USDA
Streams - PADEP
Wetlands - NWI

N

Wastewater Treatment Plant

Wyoming Street Pump Station

Proposed Line

Existing Line

Proposed Line
- Force Main
- Gravity

Existing Line
- Force Main
- Gravity

Wetland Lines
- Estimated Wetland Boundary
- Delineated Wetland Boundary
- Delineated Wetlands
- Streams
- NWI Wetlands
- Municipalities

0 200 400 800 Feet

WETLAND MAPPING

FREELAND MUNICIPAL AUTHORITY FORCE MAIN ALIGNMENT
Freeland Borough
Luzerne County, PA

Borton Lawson

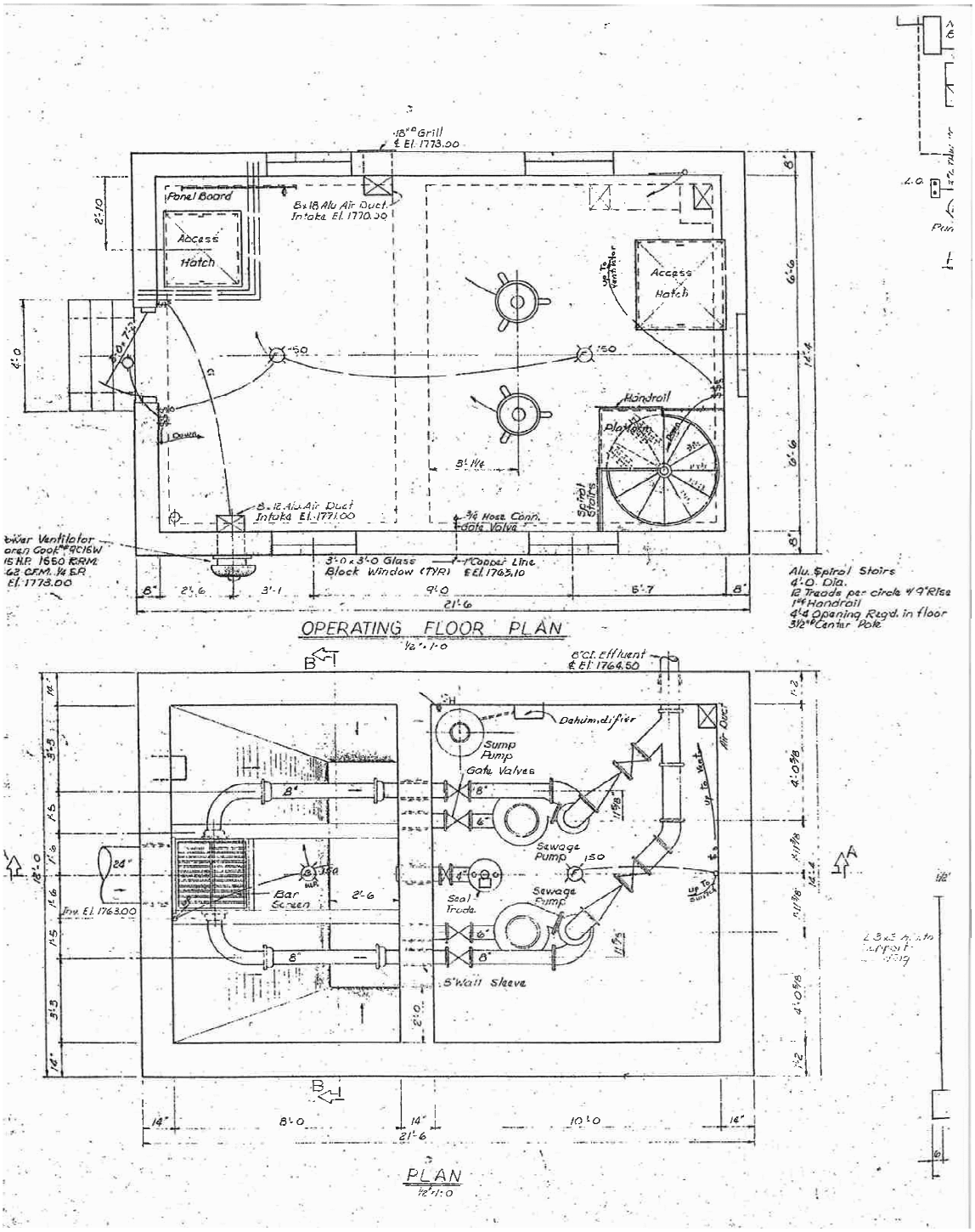
Project #: 2011-2762-02 Prepared By: RBB
Date: October 8, 2012

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APPENDIX C

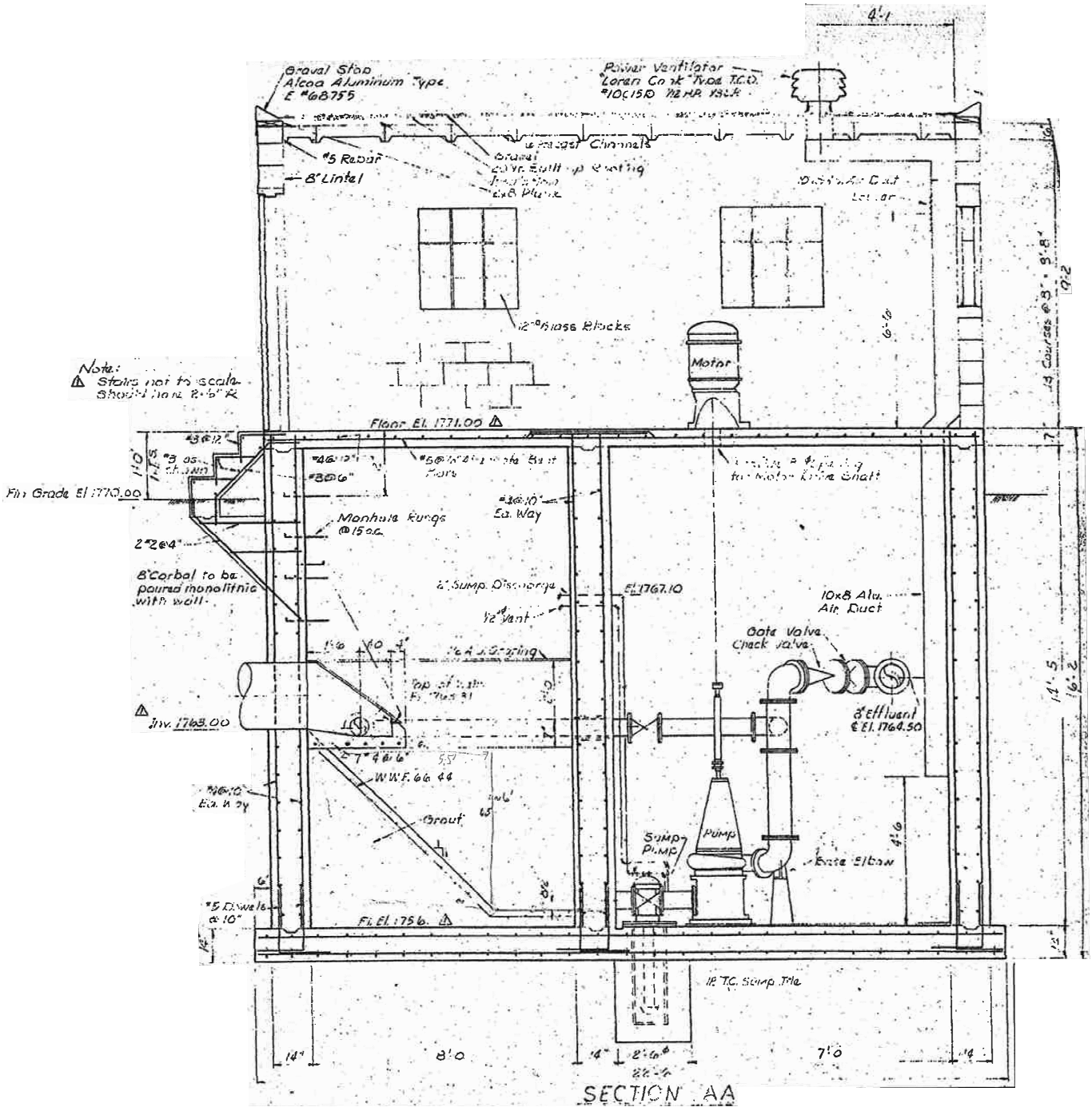
EXISTING SEWAGE FACILITIES

- **OLD WYMONG STREET PUMP STATION PLANS**
- **NEW WYOMING STREET PUMP STATION**
  - **AS-BUILT DRAWINGS**
  - **WQM PART II PERMIT**
  - **START-UP DOCUMENTATION**
- **COMBINED SEWER OVERFLOW PLAN**
- **WASTEWATER TREATMENT PLAN**
  - **OVERALL PLAN**
  - **EQUALIZATION TANK PLAN**
  - **PRIMARY CLARIFIER PLAN**
- **COLLECTION SYSTEM IMPROVEMENTS**



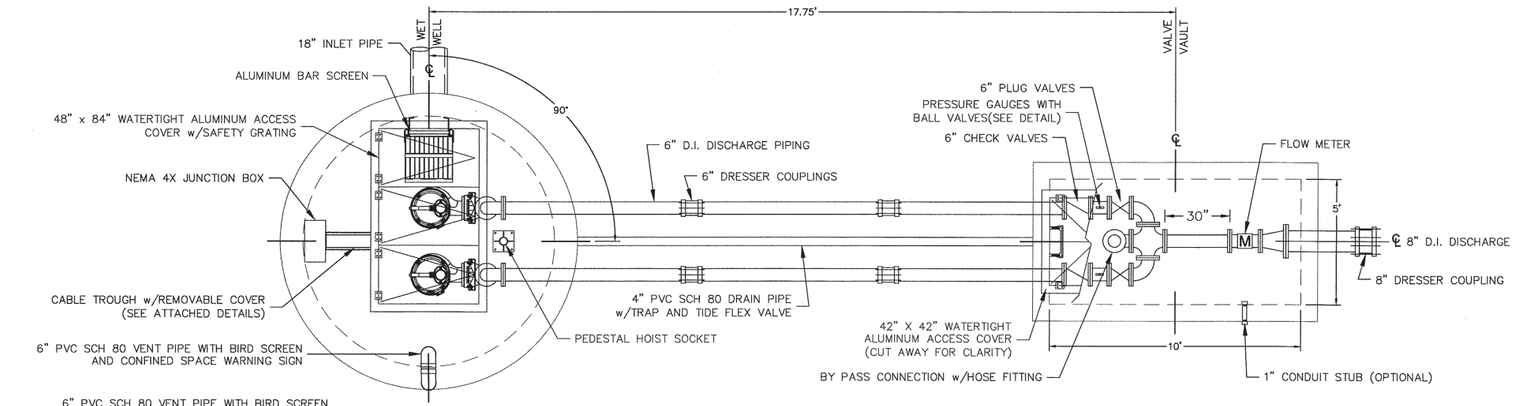
Borton Lawson ENGINEERING ARCHITECTURE www.borton-lawson.com	**FREELAND BOROUGH AND FOSTER TOWNSHIP** **JOINT ACT 537 PLAN UPDATE**	**OLD WYOMING STREET PUMP STATION** PROJECT NO.: 2011-2762-01 DWN. BY: DATE: AUG 2012 NTS CHK'D. BY:

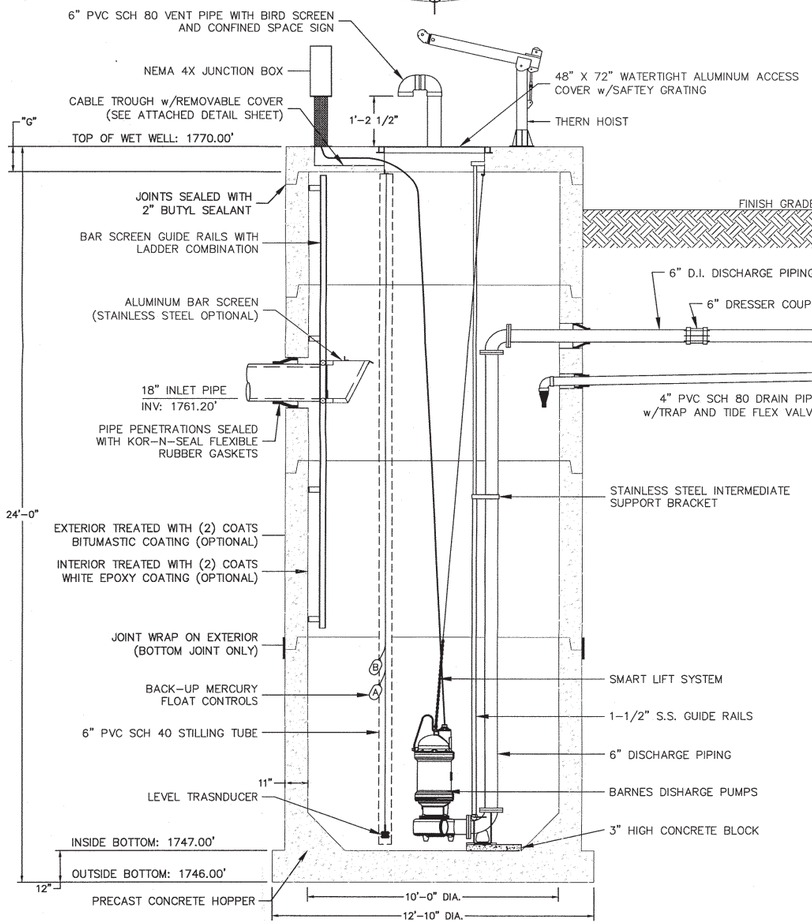
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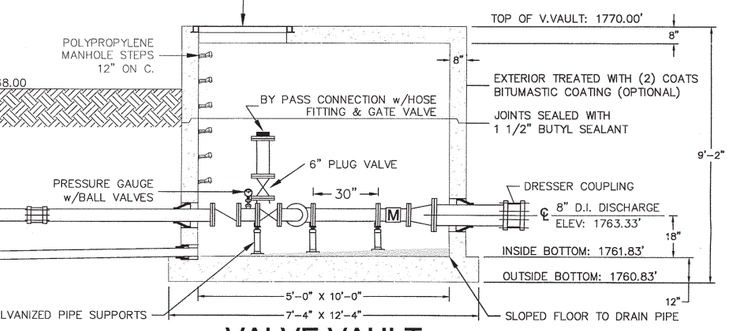
Borton Lawson ENGINEERING ARCHITECTURE www.borton-lawson.com	**FREELAND BOROUGH AND FOSTER TOWNSHIP** **JOINT ACT 537 PLAN UPDATE**	**OLD WYOMING STREET PUMP STATION** PROJECT NO.: 2011-2762-01 DWN. BY: DATE: AUG 2012 CHK'D. BY: NTS

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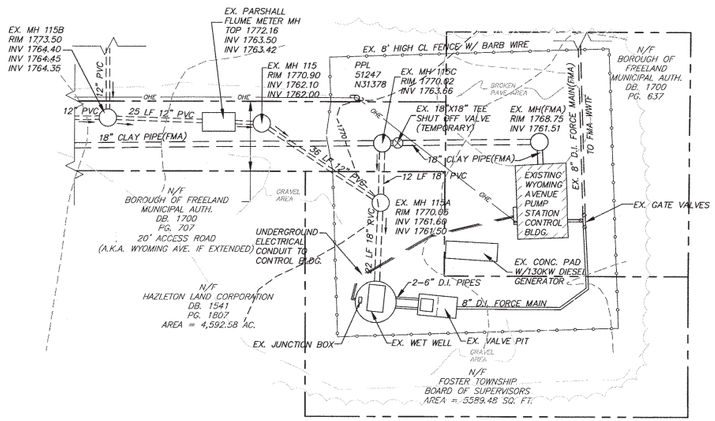




WET WELL
(SECTIONS ROTATED FOR CLARITY)



VALVE VAULT



PLAN VIEW

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

WET WELL ANDVALVE PIT

NO SCALE

MICHAEL JOHN PASONICK, JR.
ENGINEER
PE016639-E
COMMONWEALTH OF PENNSYLVANIA

Pasonick Engineering
MICHAEL J. PASONICK, JR., INC.
CONSULTING ENGINEERS AND SURVEYORS
165 NORTH WILKES-BARRE BOULEVARD WILKES-BARRE PENNSYLVANIA 18702
PHONE: (570) 823-4712 FAX: (570) 823-4727

REVISIONS

FOSTER TOWNSHIP - SEWER PROJECT
TOWNSHIP OF FOSTER - LUZERNE COUNTY - PENNA. - 18224

WYOMING AVE. PUMP STATION
AS-BUILT AREA PLAN

DRAWN BY	DATE	JOB NO.	SHEET NO.
TEB	9/1/10	2008-055	AB-1
CHECKED BY	SCALE	SURVEY BK.	
D.P.	AS NOTED		

Pennsylvania Department of Environmental Protection

2 Public Square
Wilkes-Barre, PA 18711-0790
October 23, 2006

Northeast Regional Office

570-826-2511
Fax 570-830-3016

CERTIFIED MAIL NO. 7005 1160 0001 3021 7981

Foster Township
1000 Wyoming Avenue
P. O. Box 465
Freeland, PA 18225

Attention: Ms. Ellen Gelezinsky, Township Secretary

Re: Sewage
Foster Township
WQM Part II Permit No. 4006404
(Woodside, Youngstown, Highland, Upper Lehigh and Subarea 5)
APS ID No. 579569
Foster Township, Luzerne County

Dear Ms. Gelezinsky:

Your Water Quality Management permit is enclosed.

You must comply with all Standard and Special Conditions attached to this Permit. Construction must be done in accordance with the permit application and all supporting documentation. Please review the permit conditions and the supporting documentation submitted with your application before starting construction.

Enclosed is the "Sewage and Industrial Wastewater Facilities Construction Certification" form. A Pennsylvania-registered Professional Engineer must sign and complete this form prior to startup of the facilities (see Permit Conditions). You or your authorized representative must also sign the form. This certification and other post-construction documentation must be submitted to the Department within 30 days following startup of the facilities.

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. Section 7514, and the Administrative Agency Law, 2 Pa.C.S. Chapter 5A, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, P.O. Box 8457, Harrisburg, PA 17105-8457, 717-787-3483. TDD users may contact the Board through the Pennsylvania Relay Service, 800-654-5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action unless the appropriate statute provides a different time period. Copies of the appeal form and the Board's rules of practice and procedure may be obtained from the Board. The appeal form and the Board's rules of practice and procedure are also available in Braille or on audiotape from the Secretary to the Board at 717-787-

3483. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.

IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD (717-787-3483) FOR MORE INFORMATION.

If you have any questions, please call Mary Hastings of my staff at 570-826-2313.

Sincerely,

Kate Crowley
Program Manager
Water Management Program

Enclosures

cc: Mr. Thomas E. Barna, Jr./Michael J. Pasonick, Jr., Inc.

3800-PM-WSWM0015 Rev. 6/2004
Permit

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

PERMIT NO. 4006404
AMENDMENT NO.
APS ID. 579569
AUTH. ID. 627313

WATER QUALITY MANAGEMENT PERMIT

A. PERMITTEE (Name and Address): CLIENT ID#: **115743**
Foster Township
1000 Wyoming Avenue, P. O. Box 465
Freeland, PA 18224

B. PROJECT/FACILITY (Name):
Woodside, Youngstown, Highland, Upper Lehigh and Subarea 5

C. LOCATION (Municipality, County): SITE ID#: **669947**
Foster Township, Luzerne County

D. This permit approves the construction/operation of sewerage facilities consisting of:

- A new gravity wastewater collection system and associated submersible pump stations and force mains to serve the Woodside, Youngstown, Highland and Upper Lehigh Areas.
- Replacement of the wastewater collection system serving Subarea 5.

Pump Stations: X

Design Capacity:
100 GPM (Highland)
140 GPM (Upper Lehigh)
320 GPM (Youngstown)
800 GPM (Woodside/Wyoming Ave.)

Manure Storage: **N/A**
Volume: _____ MG
Freeboard: _____ inches

Industrial Wastewater/Sewage Treatment Facility: **N/A**
Annual Average Flow: _____ MGD
Design Hydraulic Capacity: _____ MGD
Design Organic Capacity: _____ lb/day

E. APPROVAL GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING:

1. **New Permits:** All construction, operations and procedures shall be in accordance with the Water Quality Management Permit application dated **April 3, 2006**, its supporting documentation and addendums dated **October 4 and October 20, 2006**, which are hereby made a part of this permit.

2. Permit Conditions Relating to Sewerage are attached and made part of this permit.

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

1. If there is a conflict between the application or its supporting documents and amendments and the attached conditions, the attached conditions shall apply.

2. Failure to comply with the rules and regulations of DEP or with the terms or conditions of this permit shall void the authority given to the permittee by the issuance of this permit.

3. 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.* Issuance of this permit shall not relieve the permittee of any responsibility under any other law.

PERMIT ISSUED:
October 23, 2006

BY: Kate Crowley
Kate Crowley
TITLE: Water Management Program Manager

PUMP START-UP CHECK LIST

May 25, 2010

Job Name: Woodside / Wyoming CW Sales Job#: 63700

Job Location: Foster Twp. Customer: Franzosa Trucking

Pump Station Owner: _____

Person in Charge: _____ Phone Number: _____

GENERAL INFORMATION

Type of Pump Station:

Type of Pump: ___End Suction ✓ Submersible ___ Self-Primer ___Turbine

___Dry Pit ___Grinder ___Other_____

Pump Mfg & Model # Barnes 4XSE50044EHA GPM 800

TDH 110 HP 50 RPM 1750 Volts 460 PH 3

Hz. 60 FLA 63

Control Panel Model #

Type of Primary Control: ___Air Bubbler ✓ Transducer ___Mercury Float

___Other_____

Type of Secondary Control: ___ Air Bubbler ___ Transducer ✓ Mercury Float ___ Other

___ None

Supplied by CW Sales ✓ Yes _____No

PUMP and CONTROL CHECK LIST

	Yes	No
1. Pump completely installed	✓	___
2. Wiring completed	✓	___
3. Electrical power at panel	✓	___
4. Level control of system installed	✓	___
5. Sufficient sewage or water in wet well to perform complete start-up	✓	___

Pump #1 S/N T1449641

Pump #2 S/N T1449642

Special Notes:

Overload Type Benshaw VFD RSI-050-SG-4-B Size _____ Amp Rating

Do protective devices comply with the pump motor amp rating? ✓ Yes _____ No

Are all connections tight? ✓ Yes _____ No

Is the interior of the panel dry? ✓ Yes _____ No If "No", correct moisture problem.

Single Phase:

Voltage supply at panel line connection, Pump Off: L1, L2

Voltage supply at panel line connection, Pump On: L1, L2

Amperage: Load connection, Pump On: L1 _____ L2

Three Phase:

Voltage supply at panel connection, Pump Off: L1-L2 496 L2-L3 495 L3-L1 489

Voltage supply at panel connection, Pump On: L1-L2 _____ L2-L3 _____ L3-L1

Amperage: Load connection, Pump On: L1 _____ L2 _____ L3 _____

Volt reading of incoming power at panel: _____

Pump rotation checked: ✓ Yes ___ No

Motor AMP reading: Pump #1

Pump #2

Pressure gauge reading: Pump #1 67/68 Pump #2 67/68

Control Panel

	Cut In	Cut Out		Cut In	Cut Out
~~Pump~~ #1	5'	3.5	H.W. Alarm	7	____
~~Pump~~ #2	6	2.5	All Pump Stop	2.5	____

Do pumps alternate after each sequence of operation? ✓ Yes _____ No

Is pump seated on discharge properly? ✓ Yes _____ No

Was pump checked for leaks? ✓ Yes _____ No

Do check valves operate properly? ✓ Yes _____ No

Flow: Does station appear to operate at proper rate? _____ Yes _____ No

Noise level: ✓ Acceptable _____ Unacceptable: Describe

Describe any equipment difficulties during start-up:

MODIFIED TO 13.00" Ø IMPELLER

DRAW DOWN TESTS 8-31-10 Static 40 PSI

Pump #1 6'85 ____ min. ____ sec. _____ gal. 67/68 PSI
_____ amps

Pump #2 6'80 ____ min. ____ sec. _____ gal. 67/68 PSI
_____ amps

Other comments/observations:

2 pumps on 800/815 GPM disch PSI 78/79

GENERAL APPEARANCE

__✓__ OK Paint and Cleanliness
____ OK Spare parts available

Manuals:

Has operator received pump instruction and parts manual? _____ **Yes** _____ **No**
Has operator received electrical control panel diagram? _____ **Yes** _____ **No** (IN PANEL)
Has operator been briefed on warranty? _____ **Yes** _____ **No**
Name of local representative/distributor:

CW Sales Corporation
199 S. Forrest Ave.
Norristown, PA 19401
Phone: (610) 277-6444
Fax: (610) 277-3797

I have received the above information: _____ **Yes** _____ **No**

Additional comments:

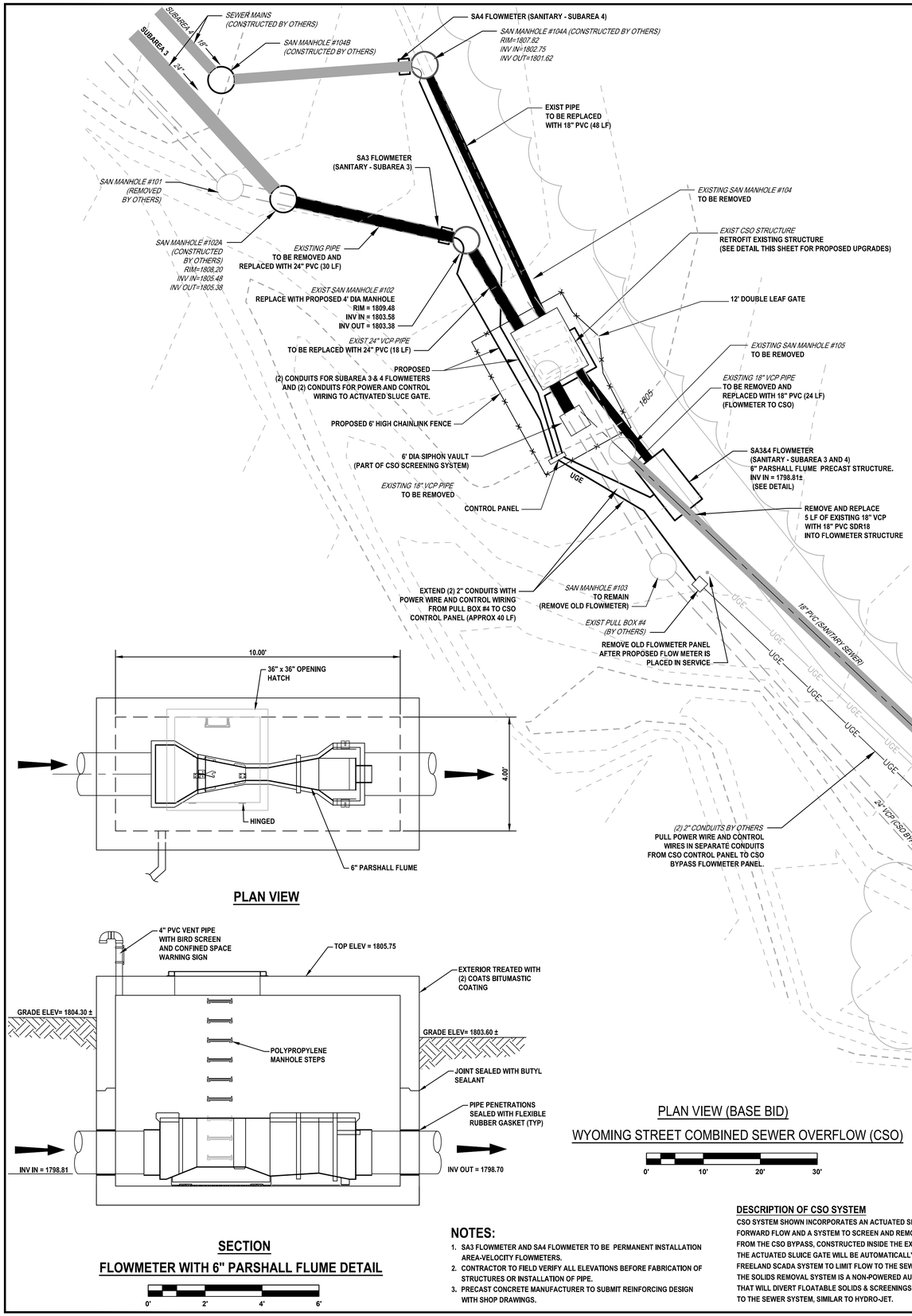
Date and time of start-up:

Present at start-up:

Engineer's name: M.J. PASONICK **Operator's name:**

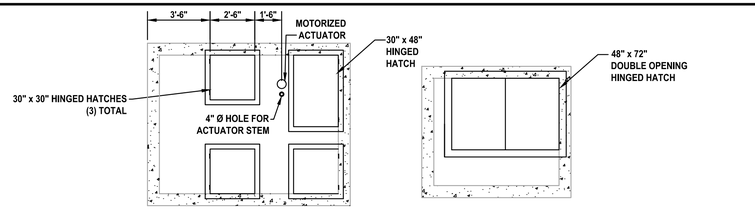
Contractor's name: FRANZOSA TRUCKING **Others:**

CW Sales start-up service performed by: _____

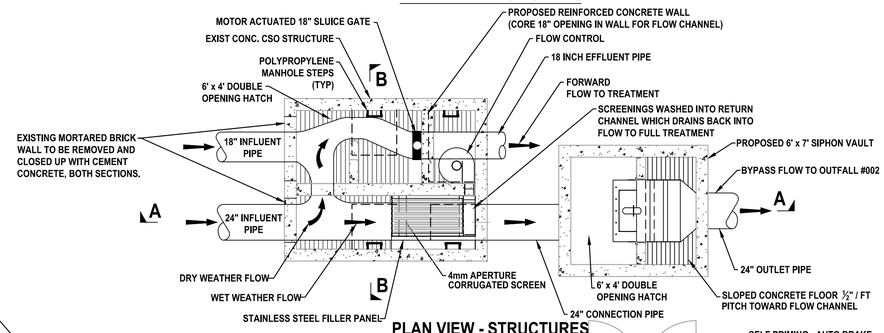


CSO BASE BID - (RETROFIT EXISTING CSO STRUCTURE)

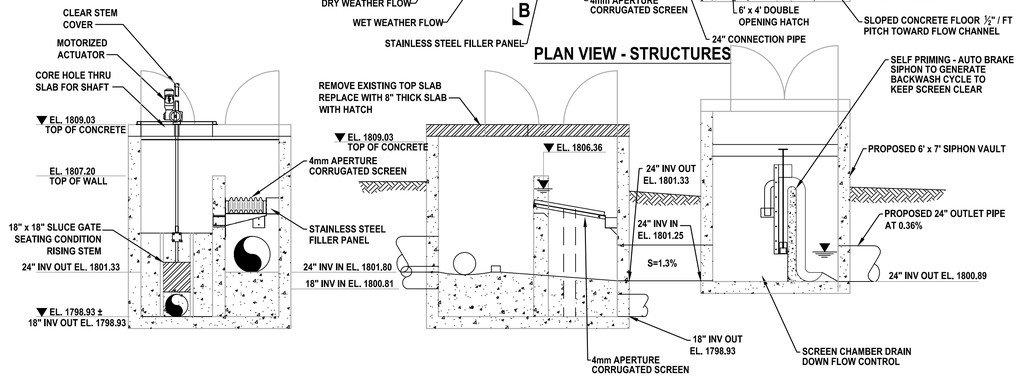
0' 4' 8' 12'



PLAN VIEW - TOP SLABS



PLAN VIEW - STRUCTURES



SECTION B-B

SECTION A-A

NOTE:
PRECAST CONCRETE MANUFACTURER TO SUBMIT
REINFORCING DETAIL FOR TOP SLABS.

PLAN VIEW

SECTION

FLOWMETER WITH 6" PARSHALL FLUME DETAIL

0' 2' 4' 6'

PLAN VIEW (BASE BID)

WYOMING STREET COMBINED SEWER OVERFLOW (CSO)

0' 10' 20' 30'

NOTES:

1. SA3 FLOWMETER AND SA4 FLOWMETER TO BE PERMANENT INSTALLATION AREA-VELOCITY FLOWMETERS.
2. CONTRACTOR TO FIELD VERIFY ALL ELEVATIONS BEFORE FABRICATION OF STRUCTURES OR INSTALLATION OF PIPE.
3. PRECAST CONCRETE MANUFACTURER TO SUBMIT REINFORCING DESIGN WITH SHOP DRAWINGS.

DESCRIPTION OF CSO SYSTEM

CSO SYSTEM SHOWN INCORPORATES AN ACTUATED SLUICE GATE IN THE FORWARD FLOW AND A SYSTEM TO SCREEN AND REMOVE FLOATABLE SOLIDS FROM THE CSO BYPASS, CONSTRUCTED INSIDE THE EXISTING CSO STRUCTURE. THE ACTUATED SLUICE GATE WILL BE AUTOMATICALLY OPERATED VIA THE FREELAND SCADA SYSTEM TO LIMIT FLOW TO THE SEWER SYSTEM.
THE SOLIDS REMOVAL SYSTEM IS A NON-POWERED AUTOMATIC SIPHON SYSTEM THAT WILL DIVERT FLOATABLE SOLIDS & SCREENINGS FROM THE CSO BYPASS TO THE SEWER SYSTEM, SIMILAR TO HYDRO-JET.

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Wilkes-Barre, PA. 18702-7903

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Fax: 570-821-1990

Lehigh Valley
3893 Adler Place
Suite 100
Bethlehem, PA. 18017

Voice: 484-821-0470
Fax: 484-821-0474

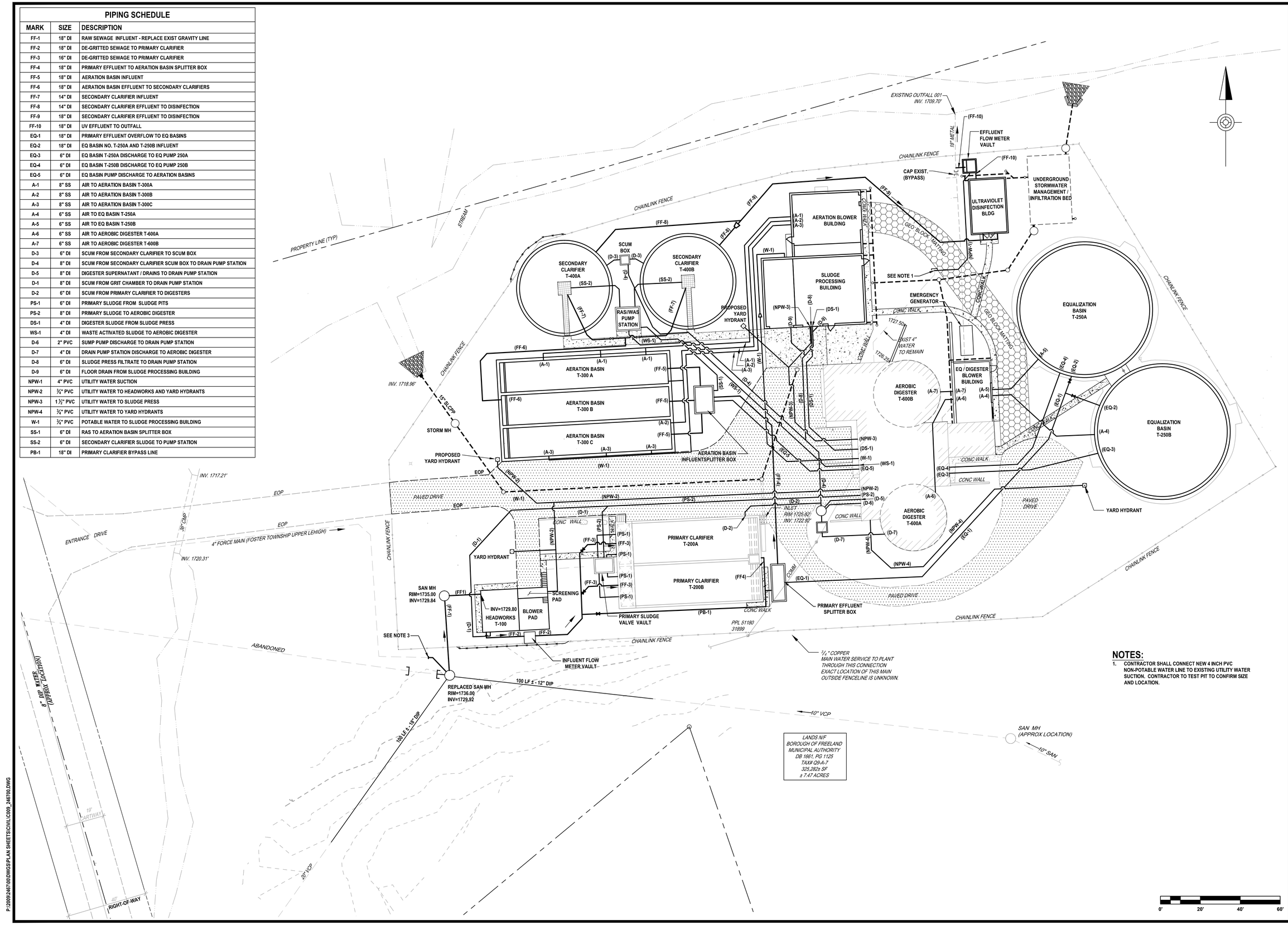
SEALS

REVISIONS

DESCRIPTION	DATE

PIPING SCHEDULE

MARK	SIZE	DESCRIPTION
FF-1	18" DI	RAW SEWAGE INFLUENT - REPLACE EXIST GRAVITY LINE
FF-2	18" DI	DE-GRITTED SEWAGE TO PRIMARY CLARIFIER
FF-3	16" DI	DE-GRITTED SEWAGE TO PRIMARY CLARIFIER
FF-4	18" DI	PRIMARY EFFLUENT TO AERATION BASIN SPLITTER BOX
FF-5	18" DI	AERATION BASIN INFLUENT
FF-6	18" DI	AERATION BASIN EFFLUENT TO SECONDARY CLARIFIERS
FF-7	14" DI	SECONDARY CLARIFIER INFLUENT
FF-8	14" DI	SECONDARY CLARIFIER EFFLUENT TO DISINFECTION
FF-9	18" DI	SECONDARY CLARIFIER EFFLUENT TO DISINFECTION
FF-10	18" DI	UV EFFLUENT TO OUTFALL
EQ-1	18" DI	PRIMARY EFFLUENT OVERFLOW TO EQ BASINS
EQ-2	18" DI	EQ BASIN NO. T-250A AND T-250B INFLUENT
EQ-3	6" DI	EQ BASIN T-250A DISCHARGE TO EQ PUMP 250A
EQ-4	6" DI	EQ BASIN T-250B DISCHARGE TO EQ PUMP 250B
EQ-5	6" DI	EQ BASIN PUMP DISCHARGE TO AERATION BASINS
A-1	8" SS	AIR TO AERATION BASIN T-300A
A-2	8" SS	AIR TO AERATION BASIN T-300B
A-3	8" SS	AIR TO AERATION BASIN T-300C
A-4	6" SS	AIR TO EQ BASIN T-250A
A-5	6" SS	AIR TO EQ BASIN T-250B
A-6	6" SS	AIR TO AEROBIC DIGESTER T-600A
A-7	6" SS	AIR TO AEROBIC DIGESTER T-600B
D-3	6" DI	SCUM FROM SECONDARY CLARIFIER TO SCUM BOX
D-4	8" DI	SCUM FROM SECONDARY CLARIFIER SCUM BOX TO DRAIN PUMP STATION
D-5	8" DI	DIGESTER SUPERNATANT / DRAINS TO DRAIN PUMP STATION
D-1	8" DI	SCUM FROM GRIT CHAMBER TO DRAIN PUMP STATION
D-2	6" DI	SCUM FROM PRIMARY CLARIFIER TO DIGESTERS
PS-1	6" DI	PRIMARY SLUDGE FROM SLUDGE PITS
PS-2	8" DI	PRIMARY SLUDGE TO AEROBIC DIGESTER
DS-1	4" DI	DIGESTER SLUDGE FROM SLUDGE PRESS
WS-1	4" DI	WASTE ACTIVATED SLUDGE TO AEROBIC DIGESTER
D-6	2" PVC	SUMP PUMP DISCHARGE TO DRAIN PUMP STATION
D-7	4" DI	DRAIN PUMP STATION DISCHARGE TO AEROBIC DIGESTER
D-8	6" DI	SLUDGE PRESS FILTRATE TO DRAIN PUMP STATION
D-9	6" DI	FLOOR DRAIN FROM SLUDGE PROCESSING BUILDING
NPW-1	4" PVC	UTILITY WATER SUCTION
NPW-2	¾" PVC	UTILITY WATER TO HEADWORKS AND YARD HYDRANTS
NPW-3	1 ½" PVC	UTILITY WATER TO SLUDGE PRESS
NPW-4	¾" PVC	UTILITY WATER TO YARD HYDRANTS
W-1	¾" PVC	POTABLE WATER TO SLUDGE PROCESSING BUILDING
SS-1	6" DI	RAS TO AERATION BASIN SPLITTER BOX
SS-2	6" DI	SECONDARY CLARIFIER SLUDGE TO PUMP STATION
PB-1	18" DI	PRIMARY CLARIFIER BYPASS LINE



NOTES:

1. CONTRACTOR SHALL CONNECT NEW 4 INCH PVC NON-POTABLE WATER LINE TO EXISTING UTILITY WATER SUCTION. CONTRACTOR TO TEST PIT TO CONFIRM SIZE AND LOCATION.

Borton Lawson
ENGINEERING
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www.borton-lawson.com

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Voice: 570-821-1999
Fax: 570-821-1990

Lehigh Valley
3893 Adler Place
Suite 100
Bethlehem, PA. 18017

Voice: 484-821-0470
Fax: 484-821-0474

SEALS

REVISIONS

DESCRIPTION	DATE
ADDENDUM NO 3	OCTOBER 2010

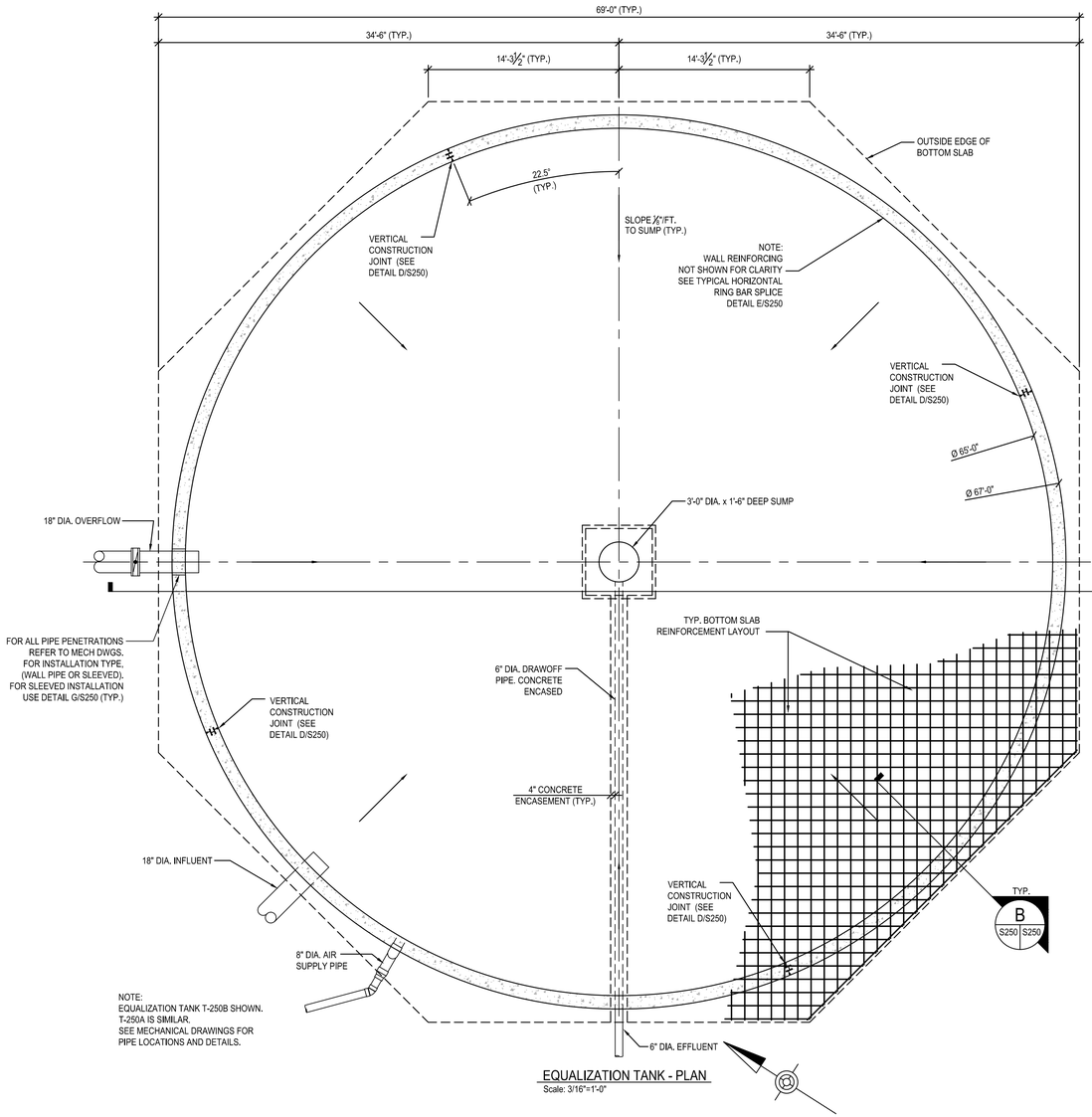
DRAWING TITLE & PROJECT NAME

FINAL PIPING PLAN

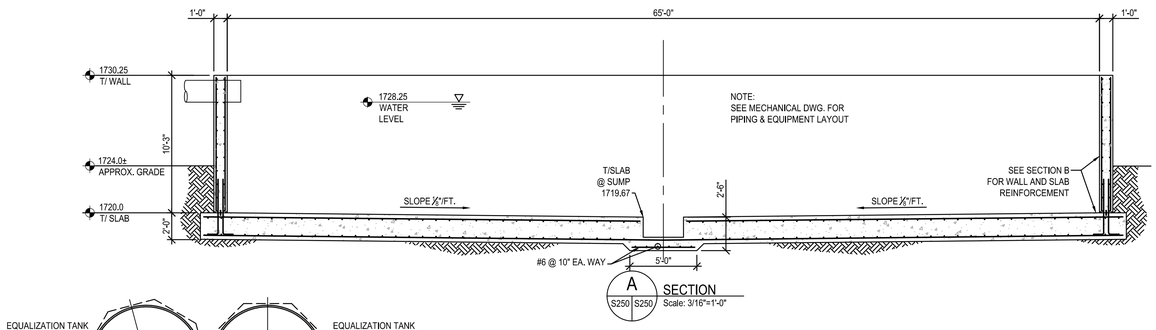
WASTEWATER TREATMENT PLANT UPGRADES
BOROUGH OF FREELAND MUNICIPAL AUTHORITY
711 BIRKBECK STREET
FREELAND, PENNSYLVANIA 18224

DRAWN BY	JEB
CHECKED BY	
DATE	AUGUST 2010
PROJECT NUMBER	2009-2467-00
DRAWING NUMBER	C009

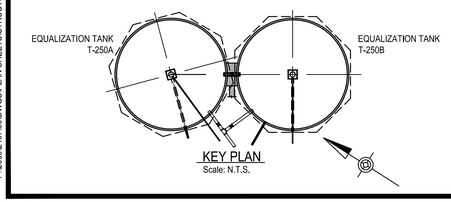
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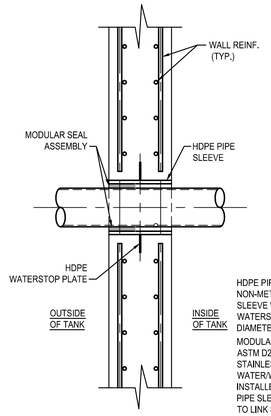
EQUALIZATION TANK - PLAN
Scale: 3/16"=1'-0"



A
S250 S250
SECTION
Scale: 3/16"=1'-0"

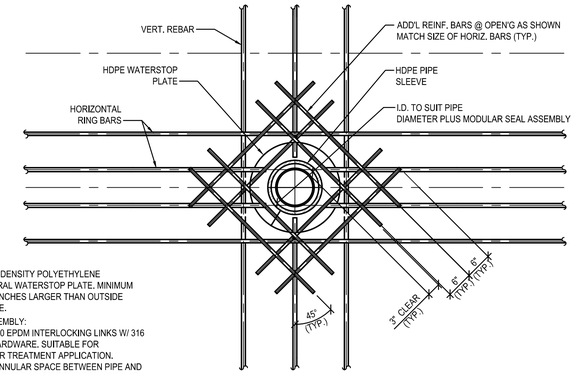


KEY PLAN
Scale: N.T.S.

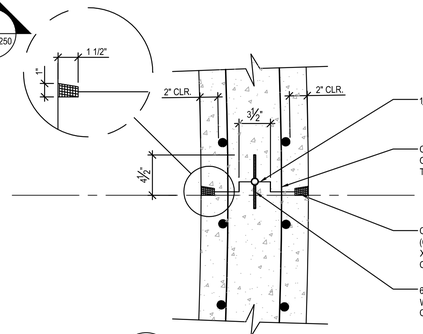


HDPE PIPE SLEEVE:
NON-METALLIC HIGH DENSITY POLYETHYLENE SLEEVE WITH INTEGRAL WATERSTOP PLATE. MINIMUM WATERSTOP SIZE 4 INCHES LARGER THAN OUTSIDE DIAMETER OF SLEEVE.

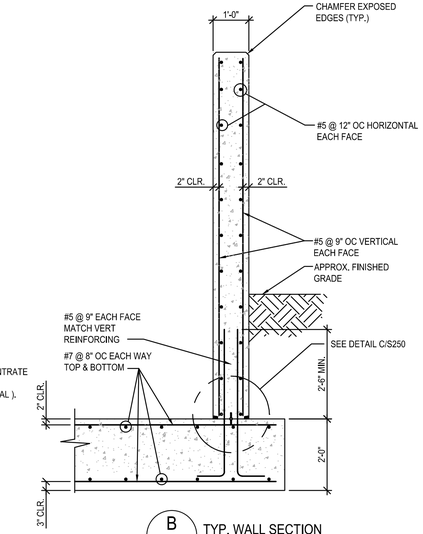
MODULAR SEAL ASSEMBLY:
ASTM D2000 M3 BA510 EPDM INTERLOCKING LINKS W/ 316 STAINLESS STEEL HARDWARE. SUITABLE FOR WATER/WASTEWATER TREATMENT APPLICATION. INSTALLED TO FILL ANNULAR SPACE BETWEEN PIPE AND PIPE SLEEVE AND PROVIDE WATERTIGHT SEAL. SIMILAR TO LINK SEAL MODEL S-316 OR APPROVED EQUAL.



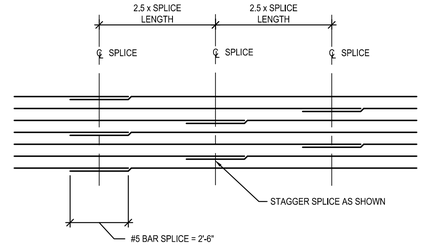
G
- S250
TYP. PIPE SLEEVE DETAIL
Scale: 3/4" = 1'-0"



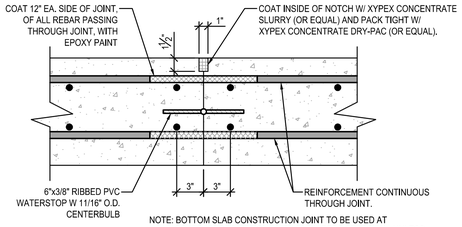
D
- S250
TYPICAL VERTICAL WALL JOINT DETAIL
Scale: 1 1/2"=1'-0"



B
S250 S250
TYP. WALL SECTION
Scale: 1/2"=1'-0"

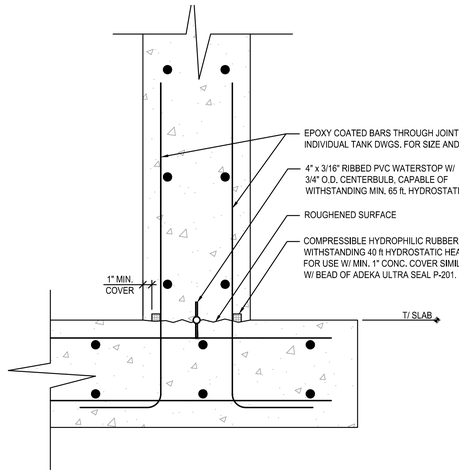


E
- S250
TYPICAL HORIZONTAL RING BAR SPLICE
Scale: N.T.S.



NOTE: BOTTOM SLAB CONSTRUCTION JOINT TO BE USED AT CONTRACTORS OPTION (WITH ENGINEERS APPROVAL) UNLESS SPECIFICALLY SHOWN ON TANK PLANS.

F
- S250
SECTION - TYP. BOTTOM SLAB CONSTRUCTION JOINT DETAIL
Scale: 1/2"=1'-0"



C
- S250
TYPICAL WATERSTOP DETAIL
Scale: 1 1/2"=1'-0"

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Bethlehem, PA, 18017

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Fax: 484-821-0474

SEALS

REVISIONS

DESCRIPTION	DATE

DRAWING TITLE & PROJECT NAME

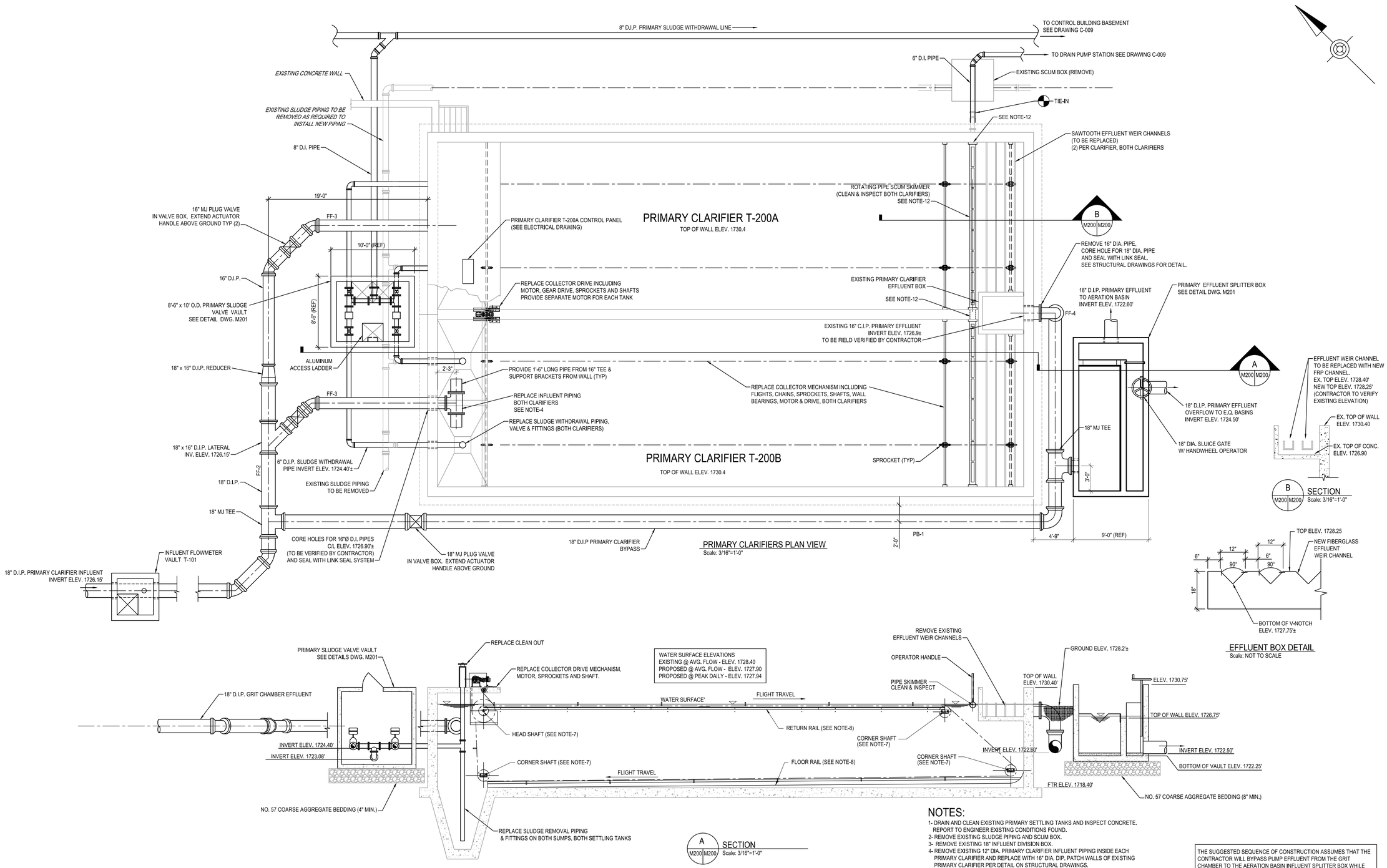
EQUALIZATION BASIN PLAN & SECTIONS

WASTEWATER TREATMENT PLANT UPGRADES
BOROUGH OF FREELAND MUNICIPAL AUTHORITY
711 BIRKBECK STREET
FREELAND, PENNSYLVANIA 18224

DRAWN BY	AFD
CHECKED BY	
DATE	AUGUST 2010
PROJECT NUMBER	2009-2467-00

DRAWING NUMBER
S250

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NOTES:

1- DRAIN AND CLEAN EXISTING PRIMARY SETTLING TANKS AND INSPECT CONCRETE. REPORT TO ENGINEER EXISTING CONDITIONS FOUND.
2- REMOVE EXISTING SLUDGE PIPING AND SCUM BOX.
3- REMOVE EXISTING 18" INFLUENT DIVISION BOX.
4- REMOVE EXISTING 12" DIA. PRIMARY CLARIFIER INFLUENT PIPING INSIDE EACH PRIMARY CLARIFIER AND REPLACE WITH 16" DIA. DIP. PATCH WALLS OF EXISTING PRIMARY CLARIFIER PER DETAIL ON STRUCTURAL DRAWINGS.
5- REMOVE EXISTING 16" EFFLUENT PIPE FROM PRIMARY CLARIFIER EFFLUENT BOX. TIE IN NEW 18" EFFLUENT PIPE, PATCH WALL OF EXISTING PRIMARY CLARIFIER EFFLUENT BOX PER DETAIL ON STRUCTURAL DRAWINGS.
6- CAP OR SEAL EXISTING RETURN SLUDGE PIPE.
7- REPLACE ALL HEAD SHAFT, CORNER SHAFTS, SPROCKETS ON BOTH CLARIFIERS
8- INSPECT RETURN RAILS AND FLOOR RAILS; REPLACE WEAR STRIPS ON ALL RAILS ON BOTH CLARIFIERS.
9- SET NEW VALVE BOX AND INSTALL ELECTRIC ACTUATED VALVES AND PIPING IN BOX. REPLACE EXISTING SLUDGE REMOVAL PIPING, FITTINGS AND VALVES IN BOTH SETTLING TANKS.
10- TIE IN 6" DRAIN FROM SCUM SKIMMER INTO 8" PRIMARY SLUDGE WITHDRAWAL LINE.
11- CONTRACTOR SHALL REMOVE ALL FOUR (4) EFFLUENT WEIR CHANNELS. FABRICATE NEW FIBERGLASS WEIR CHANNELS PER DETAIL SHOWN WITH V-NOTCH ALONG THE FULL LENGTH OF THE CHANNELS.
12-CONTRACTOR SHALL REMOVE ROTATING SCUM SKIMMER, CLEAN INSPECT AND REINSTALL AT A LOWER ELEVATION TO ACCOMMODATE LOWER WEIR ELEVATION. CONTRACTOR WILL BE REQUIRED TO REMOVE WALL OPENINGS (2 LOCATIONS) AND REPLACE WITH NEW WALL SLEEVE. PATCH WHEN WORK IS COMPLETE.

THE SUGGESTED SEQUENCE OF CONSTRUCTION ASSUMES THAT THE CONTRACTOR WILL BYPASS PUMP EFFLUENT FROM THE GRIT CHAMBER TO THE AERATION BASIN INFLUENT SPLITTER BOX WHILE ACCOMPLISHING THE MODIFICATIONS TO THE PRIMARY CLARIFIERS. CONTRACTOR SHALL HAVE THE OPTION TO KEEP ONE CLARIFIER IN OPERATION WHILE ACCOMPLISHING MODIFICATIONS TO THE ALTERNATE CLARIFIER. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE FORWARD FLOW OF WASTEWATER DURING CONSTRUCTION. CONTRACTOR ALSO HAS THE OPTION TO USE THE PRIMARY CLARIFIER BYPASS.

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Bethlehem, PA. 18017

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Fax: 484-821-0474

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REVISIONS

DESCRIPTION	DATE
ADDENDUM NO. 3	OCTOBER 2010

DRAWING TITLE & PROJECT NAME

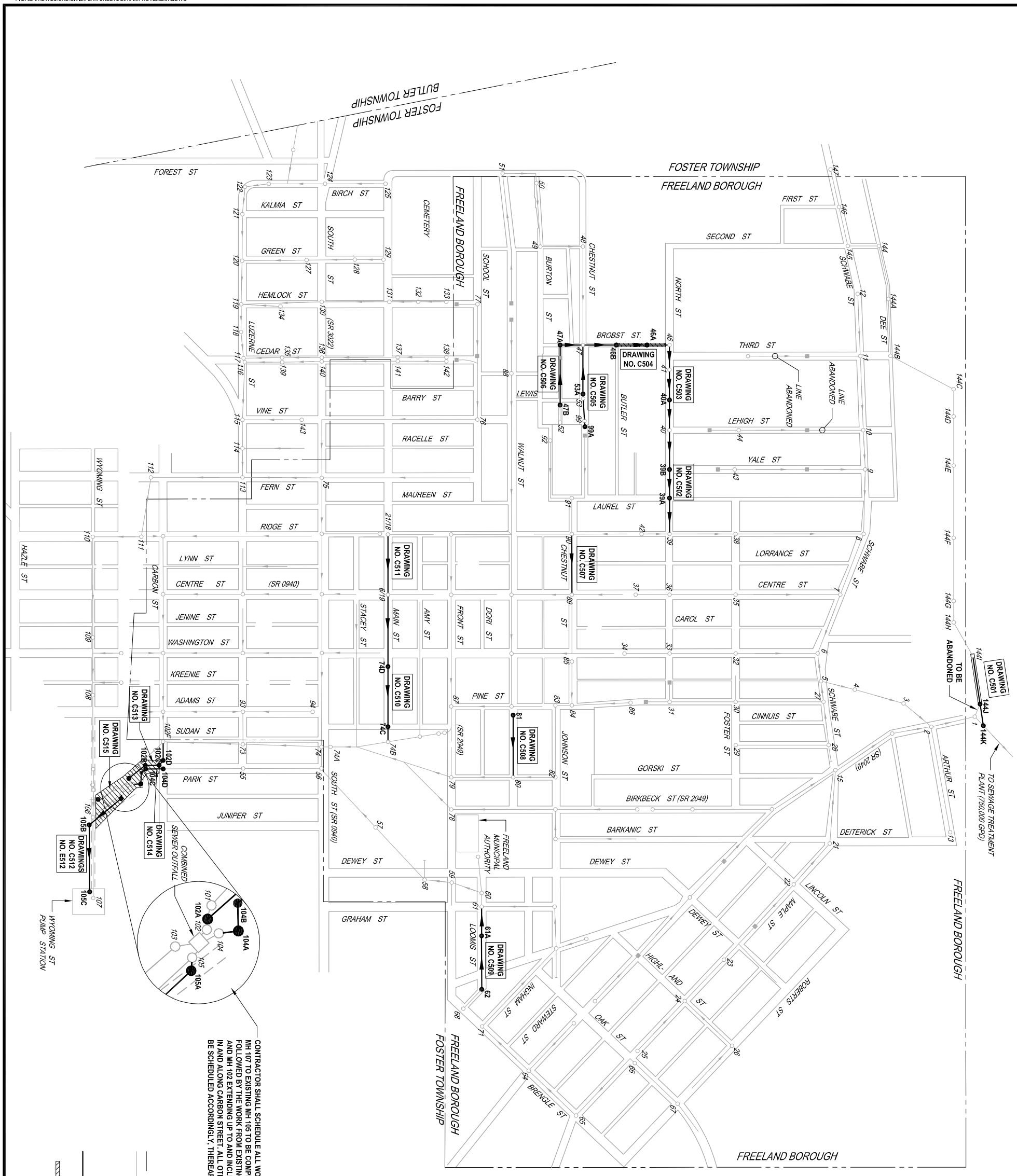
PRIMARY CLARIFIERS

WASTEWATER TREATMENT PLANT UPGRADES
BOROUGH OF FREELAND MUNICIPAL AUTHORITY
711 BIRKBECK STREET
FREELAND, PENNSYLVANIA 18224

DRAWN BY DSK
CHECKED BY
DATE AUGUST 2010
PROJECT NUMBER 2009-2467-00
DRAWING NUMBER
M200

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P:\2762-01\DWGS\CAD\CIVIL\PLAN SHEETS\2010 IMPROVEMENTS.DWG



OVERALL KEY MAP

BOROUGH OF FREELAND
MUNICIPAL AUTHORITY
2010 SANITARY SEWAGE
COLLECTION SYSTEM
IMPROVEMENTS
BOROUGH OF FREELAND, LUZERNE COUNTY, PENNSYLVANIA

DRAWING TITLE & PROJECT NAME			
4		04/29/2010	ISSUED FOR BID
#		DATE	DESCRIPTION

REVISIONS

SEALS

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DRAWN BY KRM
CHECKED BY
DATE APRIL 29, 2010
PROJECT NUMBER 2009-2467-01
DRAWING NUMBER C500

APPENDIX D

July 9, 2010 PADEP Letter

Pennsylvania Department of Environmental Protection

2 Public Square
Wilkes-Barre, PA 18701-1915
July 9, 2010

Northeast Regional Office

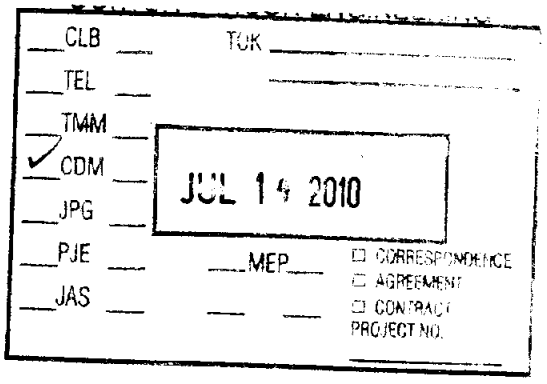
570-826-2511
Fax 570-830-3016

CERTIFIED MAIL NO. 7009 1680 0001 0022 9858

Ms. Lynn Falatko, Borough Manager
Borough of Freeland
P.O. Box C
Freeland, PA 18224

CERTIFIED MAIL NO. 7009 1680 0001 0022 9865

Ms. Georgiann Eckrote-Jones, Secretary
Foster Township
P.O. Box 465
Freeland, PA 18224



Re: Official Sewage Facilities Plans
Freeland Borough, Luzerne County
Foster Township, Luzerne County

Dear Ms. Falatko and Ms. Eckrote-Jones:

Recently, the Department became aware of certain discrepancies between the Official Sewage Facilities Plan Update Revision approved by the Department for Freeland Borough (Borough) on December 16, 2008, the Official Sewage Facilities Plan Update Revision approved by the Department for Foster Township (Township) on March 11, 2004, the Part II Water Quality Management Permit 4006404 issued to Foster Township on October 23, 2006 and the Part II Water Quality Management Permit Application No. 4010401 submitted by the Freeland Municipal Authority (Authority) on January 15, 2010. These discrepancies relate to the capacity, intended use and long-term ownership/operation of the existing, Authority-owned Wyoming Street Pumping Station, the existing, Authority-owned combined sewer overflow (CSO) point/structure, the existing, Authority-owned force main between the Authority-owned Wyoming Street Pumping Station and its wastewater treatment facility and the recently constructed Foster Township Pumping Station located adjacent to the Authority's Wyoming Street Pumping Station.

Specifically, the Department has concluded that the oversizing of the Foster Township Pumping Station, now located adjacent to the Authority's existing pumping station, to accommodate sanitary and combined wastewater flows from the Authority's service areas located in Sub Areas 3 and 4, was not authorized in either the Department's approval of Foster Township's or Freeland Borough's Official Sewage Facilities Plans. From discussions held between the Department and the Authority, regarding the adequacy of its Part II Water Quality Permit Application No. 4010401, it appears that much, if not all of the integration of Foster Township's pumping station into the Authority's

conveyance system is outside of any explicit recommendations made in either municipality's previously approved Official Sewage Facilities Plan.

In Foster Township's case, the capacity of its pumping station is beyond that needed to serve only the users in Foster and Butler Townships, plus a reasonable growth allowance outlined in its Official Sewage Facilities Plan, and is outside of its Official Sewage Facilities Planning approval from the Department. Since the pumping station was oversized, the Department will be recommending to PENNVEST that this excess capacity, minus a reasonable growth allowance, be declared ineligible for PENNVEST funding participation.

In Freeland Borough's case, the existing Authority-owned pumping station was to remain in service and be expanded and upgraded to work in concert with its re-located and newly constructed CSO point/structure as outlined in its Official Sewage Facilities Plan. From recent discussions held between the Department and the Authority, the Department has determined that the Authority's pumping station is now proposed to be decommissioned with its pumping equipment abandoned. This action is outside of the Department's approval of the Borough's and the Township's Official Sewage Facilities Plans. The location of the upgraded CSO point/structure has also been modified and is outside of the approval granted by the Department to the Borough for its Official Sewage Facilities Plan. These issues must be re-examined, in light of the Authority's and the Township's proposed siting actions identified in their respective Part II Water Quality Management Permit Applications.

The Department also has concerns with the adequacy of Foster Township's newly constructed pumping station with respect to its ability to convey all required sanitary and combined wastewater flows through the existing Authority-owned force main to the Authority's wastewater treatment facility. In discussions with the Authority, the Department has questioned whether or not the as-built pumping station will have adequate standby pumping capacity. The pumping station must be capable of handling peak instantaneous flows with one of the two installed pumps out of service. If the pumping station's installed equipment cannot meet this requirement, then modifications to the pumping station and/or force main will be necessary.

Due to these discrepancies, the Borough and the Township need to prepare an Official Sewage Facilities Plan Update Revision (Plan) that addresses the previously mentioned issues and reconciles the differences between the previously mentioned submissions. The Department does NOT envision that the preparation of this Plan will delay the proposed expansion/upgrade of the Authority's wastewater treatment facility as envisioned in Part II Water Quality Management Permit Application No. 4010401 as submitted by the Authority. The selected alternative of the proposed Plan may, however, call for the modification of and/or additional conveyance facilities that interface with the Authority's CSO point/structure, the Authority's existing Wyoming Street Pumping Station, the Authority's existing force main and the newly-constructed Foster Township Pumping Station located adjacent to the Authority's Wyoming Street Pumping Station. At this time, and until the Plan is approved by the Department, the Department strongly suggests that the Authority's Wyoming Street

Pumping Station not be decommissioned. The station's pumping equipment should be kept in place and in an operable condition should its use be considered necessary by the Authority or the Department. The Authority's CSO Long Term Control Plan may also require updating due to the issues previously mentioned. This issue also needs to be addressed in the Plan.

Please contact me at 570-826-2576, or Mr. Scott Novatnak, of my staff at (570) 826-2337, if you have any questions regarding the next steps in this process.

Sincerely,

Darryl Fritz
Acting Environmental Group Manager
Planning Section
Water Management Program

cc: Mr. Christopher McCue P.E./Borton-Lawson Engineering Inc.
Mr. David Kavitski P.E./RDK Engineering Inc.
Mr. Michael J. Pasonick Jr./Michael J. Pasonick Jr. Inc.
Mr. John Brogan, Chairman/Freeland Municipal Authority
Mr. Steven Hahn, Township Manager/Butler Township
Mr. Michael Gallagher Sr. P.E., Project Specialist/PENNVEST
Mr. Michael Angerson, Rural Development Specialist/USDA

APPENDIX E

2009 FLOW MONITORING DATA

- **AVERAGE HOURLY DATA**
- **CSO AND SUBAREAS 3 & 4 FLOW SUMMARY**
- **DAILY SUMMARY OF RECORDED FLOW AND PRECIPITATION**
- **FLOW AND PRECIPITATION CORRELATION DATA**
- **FLOW AND PRECIPITATION CORRELATION GRAPH**
- **FLOW METER LOCATION GRAPHIC**

TABLE E-1
FREELAND SUBAREAS 3 AND 4 FLOW MONITORING
May 21, 2009 thru July 6, 2009
Average Hourly Flow Data

		Average Hourly Flow (MGD)		
Date	Precipitation Inches	SA 3&4	CSO	Total
5/21/09 1:00 PM		0.460		0.460
5/21/09 2:00 PM		0.405		0.405
5/21/09 3:00 PM	0	0.452		0.452
5/21/09 4:00 PM		0.403	0.000	0.403
5/21/09 5:00 PM		0.420	0.000	0.420
5/21/09 6:00 PM		0.438	0.000	0.438
5/21/09 7:00 PM		0.450	0.000	0.450
5/21/09 8:00 PM		0.393	0.000	0.393
5/21/09 9:00 PM		0.440	0.000	0.440
5/21/09 10:00 PM		0.423	0.000	0.423
5/21/09 11:00 PM		0.439	0.000	0.439
5/22/09 12:00 AM		0.400	0.000	0.400
5/22/09 1:00 AM		0.377	0.000	0.377
5/22/09 2:00 AM		0.349	0.000	0.349
5/22/09 3:00 AM		0.342	0.000	0.342
5/22/09 4:00 AM		0.335	0.000	0.335
5/22/09 5:00 AM		0.338	0.000	0.338
5/22/09 6:00 AM		0.366	0.000	0.366
5/22/09 7:00 AM		0.404	0.000	0.404
5/22/09 8:00 AM		0.453	0.000	0.453
5/22/09 9:00 AM	0	0.499	0.000	0.499
5/22/09 10:00 AM		0.509	0.000	0.509
5/22/09 11:00 AM		0.432	0.000	0.432
5/22/09 12:00 PM		0.417	0.000	0.417
5/22/09 1:00 PM		0.434	0.000	0.434
5/22/09 2:00 PM		0.405	0.000	0.405
5/22/09 3:00 PM		0.430	0.000	0.430
5/22/09 4:00 PM		0.426	0.000	0.426
5/22/09 5:00 PM		0.446	0.000	0.446
5/22/09 6:00 PM		0.417	0.000	0.417
5/22/09 7:00 PM		0.427	0.000	0.427
5/22/09 8:00 PM		0.415	0.000	0.415
5/22/09 9:00 PM		0.389	0.000	0.389
5/22/09 10:00 PM		0.434	0.000	0.434
5/22/09 11:00 PM		0.430	0.000	0.430
5/23/09 12:00 AM		0.375	0.000	0.375
5/23/09 1:00 AM		0.345	0.000	0.345
5/23/09 2:00 AM		0.345	0.000	0.345
5/23/09 3:00 AM		0.307	0.000	0.307
5/23/09 4:00 AM		0.288	0.000	0.288
5/23/09 5:00 AM		0.313	0.000	0.313

TABLE E-1
FREELAND SUBAREAS 3 AND 4 FLOW MONITORING
May 21, 2009 thru July 6, 2009
Average Hourly Flow Data

		Average Hourly Flow (MGD)		
Date	Precipitation Inches	SA 3&4	CSO	Total
5/23/09 6:00 AM		0.327	0.000	0.327
5/23/09 7:00 AM		0.351	0.000	0.351
5/23/09 8:00 AM		0.383	0.000	0.383
5/23/09 9:00 AM	0.1	0.456	0.000	0.456
5/23/09 10:00 AM		0.488	0.000	0.488
5/23/09 11:00 AM		0.474	0.000	0.474
5/23/09 12:00 PM		0.469	0.000	0.469
5/23/09 1:00 PM		0.433	0.000	0.433
5/23/09 2:00 PM		0.421	0.000	0.421
5/23/09 3:00 PM		0.477	0.000	0.477
5/23/09 4:00 PM		0.425	0.000	0.425
5/23/09 5:00 PM		0.399	0.000	0.399
5/23/09 6:00 PM		0.402	0.000	0.402
5/23/09 7:00 PM		0.432	0.000	0.432
5/23/09 8:00 PM		0.415	0.000	0.415
5/23/09 9:00 PM		0.392	0.000	0.392
5/23/09 10:00 PM		0.411	0.000	0.411
5/23/09 11:00 PM		0.404	0.000	0.404
5/24/09 12:00 AM		0.362	0.000	0.362
5/24/09 1:00 AM		0.336	0.000	0.336
5/24/09 2:00 AM		0.326	0.000	0.326
5/24/09 3:00 AM		0.295	0.000	0.295
5/24/09 4:00 AM		0.313	0.000	0.313
5/24/09 5:00 AM		0.312	0.000	0.312
5/24/09 6:00 AM		0.317	0.000	0.317
5/24/09 7:00 AM		0.322	0.000	0.322
5/24/09 8:00 AM		0.380	0.000	0.380
5/24/09 9:00 AM	0	0.447	0.000	0.447
5/24/09 10:00 AM		0.463	0.000	0.463
5/24/09 11:00 AM		0.489	0.000	0.489
5/24/09 12:00 PM		0.458	0.000	0.458
5/24/09 1:00 PM		0.459	0.000	0.459
5/24/09 2:00 PM		0.384	0.000	0.384
5/24/09 3:00 PM		0.385	0.000	0.385
5/24/09 4:00 PM		0.405	0.000	0.405
5/24/09 5:00 PM		0.387	0.000	0.387
5/24/09 6:00 PM		0.400	0.000	0.400
5/24/09 7:00 PM		0.398	0.000	0.398
5/24/09 8:00 PM		0.433	0.000	0.433
5/24/09 9:00 PM		0.412	0.000	0.412
5/24/09 10:00 PM		0.362	0.000	0.362

TABLE E-1
FREELAND SUBAREAS 3 AND 4 FLOW MONITORING
May 21, 2009 thru July 6, 2009
Average Hourly Flow Data

		Average Hourly Flow (MGD)		
Date	Precipitation Inches	SA 3&4	CSO	Total
5/24/09 11:00 PM		0.324	0.000	0.324
5/25/09 12:00 AM		0.337	0.000	0.337
5/25/09 1:00 AM		0.301	0.000	0.301
5/25/09 2:00 AM		0.284	0.000	0.284
5/25/09 3:00 AM		0.270	0.000	0.270
5/25/09 4:00 AM		0.295	0.000	0.295
5/25/09 5:00 AM		0.282	0.000	0.282
5/25/09 6:00 AM		0.271	0.000	0.271
5/25/09 7:00 AM		0.295	0.000	0.295
5/25/09 8:00 AM		0.356	0.000	0.356
5/25/09 9:00 AM	0	0.412	0.000	0.412
5/25/09 10:00 AM		0.465	0.000	0.465
5/25/09 11:00 AM		0.482	0.000	0.482
5/25/09 12:00 PM		0.469	0.000	0.469
5/25/09 1:00 PM		0.459	0.000	0.459
5/25/09 2:00 PM		0.405	0.000	0.405
5/25/09 3:00 PM		0.375	0.000	0.375
5/25/09 4:00 PM		0.368	0.000	0.368
5/25/09 5:00 PM		0.384	0.000	0.384
5/25/09 6:00 PM		0.383	0.000	0.383
5/25/09 7:00 PM		0.378	0.000	0.378
5/25/09 8:00 PM		0.376	0.000	0.376
5/25/09 9:00 PM	0	0.391	0.000	0.391
5/25/09 10:00 PM		0.382	0.000	0.382
5/25/09 11:00 PM		0.358	0.000	0.358
5/26/09 12:00 AM		0.327	0.000	0.327
5/26/09 1:00 AM		0.287	0.000	0.287
5/26/09 2:00 AM		0.277	0.000	0.277
5/26/09 3:00 AM		0.239	0.000	0.239
5/26/09 4:00 AM		0.263	0.000	0.263
5/26/09 5:00 AM		0.267	0.000	0.267
5/26/09 6:00 AM		0.294	0.000	0.294
5/26/09 7:00 AM		0.368	0.000	0.368
5/26/09 8:00 AM		0.394	0.000	0.394
5/26/09 9:00 AM	0.4	0.368	0.000	0.368
5/26/09 10:00 AM		0.369	0.000	0.369
5/26/09 11:00 AM		0.350	0.000	0.350
5/26/09 12:00 PM		0.331	0.000	0.331
5/26/09 1:00 PM		0.356	0.000	0.356
5/26/09 2:00 PM		0.428	0.000	0.428
5/26/09 3:00 PM		0.497	0.000	0.497

TABLE E-1
FREELAND SUBAREAS 3 AND 4 FLOW MONITORING
May 21, 2009 thru July 6, 2009
Average Hourly Flow Data

		Average Hourly Flow (MGD)		
Date	Precipitation Inches	SA 3&4	CSO	Total
5/26/09 4:00 PM		0.395	0.000	0.395
5/26/09 5:00 PM		0.404	0.000	0.404
5/26/09 6:00 PM		0.477	0.006	0.482
5/26/09 7:00 PM		0.539	0.000	0.539
5/26/09 8:00 PM		0.571	0.000	0.571
5/26/09 9:00 PM		0.493	0.000	0.493
5/26/09 10:00 PM		0.435	0.000	0.435
5/26/09 11:00 PM		0.394	0.000	0.394
5/27/09 12:00 AM		0.329	0.000	0.329
5/27/09 1:00 AM		0.291	0.000	0.291
5/27/09 2:00 AM		0.283	0.000	0.283
5/27/09 3:00 AM		0.265	0.000	0.265
5/27/09 4:00 AM		0.260	0.000	0.260
5/27/09 5:00 AM		0.271	0.000	0.271
5/27/09 6:00 AM		0.300	0.000	0.300
5/27/09 7:00 AM		0.365	0.000	0.365
5/27/09 8:00 AM		0.415	0.000	0.415
5/27/09 9:00 AM	0	0.371	0.000	0.371
5/27/09 10:00 AM		0.343	0.000	0.343
5/27/09 11:00 AM		0.391	0.000	0.391
5/27/09 12:00 PM		0.355	0.000	0.355
5/27/09 1:00 PM		0.366	0.000	0.366
5/27/09 2:00 PM		0.360	0.000	0.360
5/27/09 3:00 PM		0.355	0.000	0.355
5/27/09 4:00 PM		0.356	0.000	0.356
5/27/09 5:00 PM		0.365	0.000	0.365
5/27/09 6:00 PM		0.364	0.000	0.364
5/27/09 7:00 PM		0.368	0.000	0.368
5/27/09 8:00 PM		0.383	0.000	0.383
5/27/09 9:00 PM		0.368	0.000	0.368
5/27/09 10:00 PM		0.374	0.000	0.374
5/27/09 11:00 PM		0.331	0.000	0.331
5/28/09 12:00 AM		0.296	0.000	0.296
5/28/09 1:00 AM		0.281	0.000	0.281
5/28/09 2:00 AM		0.248	0.000	0.248
5/28/09 3:00 AM		0.242	0.000	0.242
5/28/09 4:00 AM		0.239	0.000	0.239
5/28/09 5:00 AM		0.228	0.000	0.228
5/28/09 6:00 AM		0.284	0.000	0.284
5/28/09 7:00 AM		0.377	0.000	0.377
5/28/09 8:00 AM		0.390	0.000	0.390

TABLE E-1
FREELAND SUBAREAS 3 AND 4 FLOW MONITORING
May 21, 2009 thru July 6, 2009
Average Hourly Flow Data

		Average Hourly Flow (MGD)		
Date	Precipitation Inches	SA 3&4	CSO	Total
5/28/09 9:00 AM	0	0.412	0.000	0.412
5/28/09 10:00 AM		0.397	0.000	0.397
5/28/09 11:00 AM		0.381	0.000	0.381
5/28/09 12:00 PM		0.347	0.000	0.347
5/28/09 1:00 PM		0.342	0.000	0.342
5/28/09 2:00 PM		0.341	0.000	0.341
5/28/09 3:00 PM		0.348	0.000	0.348
5/28/09 4:00 PM		0.381	0.000	0.381
5/28/09 5:00 PM		0.345	0.000	0.345
5/28/09 6:00 PM		0.376	0.000	0.376
5/28/09 7:00 PM		0.383	0.000	0.383
5/28/09 8:00 PM		0.385	0.000	0.385
5/28/09 9:00 PM		0.390	0.095	0.484
5/28/09 10:00 PM		0.517	0.103	0.620
5/28/09 11:00 PM		0.749	0.000	0.749
5/29/09 12:00 AM		0.841	0.001	0.842
5/29/09 1:00 AM		0.598	0.016	0.614
5/29/09 2:00 AM		0.673	0.037	0.709
5/29/09 3:00 AM		0.804	0.000	0.804
5/29/09 4:00 AM		0.869	0.000	0.869
5/29/09 5:00 AM		0.648	0.000	0.648
5/29/09 6:00 AM		0.570	0.000	0.570
5/29/09 7:00 AM		0.548	0.000	0.548
5/29/09 8:00 AM		0.579	0.000	0.579
5/29/09 9:00 AM	0.9	0.542	0.000	0.542
5/29/09 10:00 AM		0.504	0.000	0.504
5/29/09 11:00 AM		0.511	0.000	0.511
5/29/09 12:00 PM		0.496	0.000	0.496
5/29/09 1:00 PM		0.484	0.000	0.484
5/29/09 2:00 PM		0.468	0.000	0.468
5/29/09 3:00 PM		0.454	0.000	0.454
5/29/09 4:00 PM		0.419	0.000	0.419
5/29/09 5:00 PM		0.436	0.000	0.436
5/29/09 6:00 PM		0.443	0.000	0.443
5/29/09 7:00 PM		0.454	0.000	0.454
5/29/09 8:00 PM		0.441	0.000	0.441
5/29/09 9:00 PM		0.470	0.000	0.470
5/29/09 10:00 PM		0.400	0.000	0.400
5/29/09 11:00 PM		0.397	0.000	0.397
5/30/09 12:00 AM		0.387	0.000	0.387
5/30/09 1:00 AM		0.352	0.000	0.352

TABLE E-1
FREELAND SUBAREAS 3 AND 4 FLOW MONITORING
May 21, 2009 thru July 6, 2009
Average Hourly Flow Data

		Average Hourly Flow (MGD)		
Date	Precipitation Inches	SA 3&4	CSO	Total
5/30/09 2:00 AM		0.338	0.000	0.338
5/30/09 3:00 AM		0.327	0.000	0.327
5/30/09 4:00 AM		0.304	0.000	0.304
5/30/09 5:00 AM		0.324	0.000	0.324
5/30/09 6:00 AM		0.344	0.000	0.344
5/30/09 7:00 AM		0.366	0.000	0.366
5/30/09 8:00 AM		0.424	0.000	0.424
5/30/09 9:00 AM	0	0.437	0.000	0.437
5/30/09 10:00 AM		0.476	0.000	0.476
5/30/09 11:00 AM		0.473	0.000	0.473
5/30/09 12:00 PM		0.461	0.000	0.461
5/30/09 1:00 PM		0.435	0.000	0.435
5/30/09 2:00 PM		0.401	0.000	0.401
5/30/09 3:00 PM		0.411	0.000	0.411
5/30/09 4:00 PM		0.410	0.000	0.410
5/30/09 5:00 PM		0.404	0.000	0.404
5/30/09 6:00 PM		0.405	0.000	0.405
5/30/09 7:00 PM		0.380	0.000	0.380
5/30/09 8:00 PM		0.368	0.000	0.368
5/30/09 9:00 PM		0.398	0.000	0.398
5/30/09 10:00 PM		0.385	0.000	0.385
5/30/09 11:00 PM		0.386	0.000	0.386
5/31/09 12:00 AM		0.353	0.000	0.353
5/31/09 1:00 AM		0.314	0.000	0.314
5/31/09 2:00 AM		0.310	0.000	0.310
5/31/09 3:00 AM		0.306	0.000	0.306
5/31/09 4:00 AM		0.293	0.000	0.293
5/31/09 5:00 AM		0.289	0.000	0.289
5/31/09 6:00 AM		0.301	0.000	0.301
5/31/09 7:00 AM		0.341	0.000	0.341
5/31/09 8:00 AM		0.382	0.000	0.382
5/31/09 9:00 AM	0	0.404	0.000	0.404
5/31/09 10:00 AM		0.413	0.000	0.413
5/31/09 11:00 AM		0.438	0.000	0.438
5/31/09 12:00 PM		0.448	0.000	0.448
5/31/09 1:00 PM		0.408	0.000	0.408
5/31/09 2:00 PM		0.431	0.000	0.431
5/31/09 3:00 PM		0.371	0.000	0.371
5/31/09 4:00 PM		0.374	0.000	0.374
5/31/09 5:00 PM		0.380	0.000	0.380
5/31/09 6:00 PM		0.381	0.000	0.381

TABLE E-1
FREELAND SUBAREAS 3 AND 4 FLOW MONITORING
May 21, 2009 thru July 6, 2009
Average Hourly Flow Data

		Average Hourly Flow (MGD)		
Date	Precipitation Inches	SA 3&4	CSO	Total
5/31/09 7:00 PM		0.393	0.000	0.393
5/31/09 8:00 PM		0.393	0.000	0.393
5/31/09 9:00 PM		0.437	0.000	0.437
5/31/09 10:00 PM		0.413	0.000	0.413
5/31/09 11:00 PM		0.379	0.000	0.379
6/1/09 12:00 AM		0.348	0.000	0.348
6/1/09 1:00 AM		0.298	0.000	0.298
6/1/09 2:00 AM		0.293	0.000	0.293
6/1/09 3:00 AM		0.281	0.000	0.281
6/1/09 4:00 AM		0.274	0.000	0.274
6/1/09 5:00 AM		0.269	0.000	0.269
6/1/09 6:00 AM		0.338	0.000	0.338
6/1/09 7:00 AM		0.394	0.000	0.394
6/1/09 8:00 AM		0.408	0.000	0.408
6/1/09 9:00 AM	0	0.413	0.000	0.413
6/1/09 10:00 AM		0.417	0.000	0.417
6/1/09 11:00 AM		0.397	0.000	0.397
6/1/09 12:00 PM		0.364	0.000	0.364
6/1/09 1:00 PM		0.387	0.000	0.387
6/1/09 2:00 PM		0.389	0.000	0.389
6/1/09 3:00 PM		0.363	0.000	0.363
6/1/09 4:00 PM		0.367	0.000	0.367
6/1/09 5:00 PM		0.369	0.000	0.369
6/1/09 6:00 PM		0.379	0.000	0.379
6/1/09 7:00 PM		0.395	0.000	0.395
6/1/09 8:00 PM		0.416	0.000	0.416
6/1/09 9:00 PM		0.383	0.000	0.383
6/1/09 10:00 PM		0.396	0.000	0.396
6/1/09 11:00 PM		0.361	0.000	0.361
6/2/09 12:00 AM		0.330	0.000	0.330
6/2/09 1:00 AM		0.308	0.000	0.308
6/2/09 2:00 AM		0.280	0.000	0.280
6/2/09 3:00 AM		0.271	0.000	0.271
6/2/09 4:00 AM		0.279	0.000	0.279
6/2/09 5:00 AM		0.281	0.000	0.281
6/2/09 6:00 AM		0.300	0.000	0.300
6/2/09 7:00 AM		0.354	0.000	0.354
6/2/09 8:00 AM		0.410	0.000	0.410
6/2/09 9:00 AM	0	0.399	0.000	0.399
6/2/09 10:00 AM		0.355	0.000	0.355
6/2/09 11:00 AM		0.361	0.000	0.361

TABLE E-1
FREELAND SUBAREAS 3 AND 4 FLOW MONITORING
May 21, 2009 thru July 6, 2009
Average Hourly Flow Data

		Average Hourly Flow (MGD)		
Date	Precipitation Inches	SA 3&4	CSO	Total
6/2/09 12:00 PM		0.368	0.000	0.368
6/2/09 1:00 PM		0.360	0.000	0.360
6/2/09 2:00 PM		0.347	0.000	0.347
6/2/09 3:00 PM		0.373	0.000	0.373
6/2/09 4:00 PM		0.341	0.000	0.341
6/2/09 5:00 PM		0.378	0.000	0.378
6/2/09 6:00 PM		0.399	0.000	0.399
6/2/09 7:00 PM		0.391	0.000	0.391
6/2/09 8:00 PM		0.407	0.000	0.407
6/2/09 9:00 PM		0.384	0.000	0.384
6/2/09 10:00 PM		0.370	0.000	0.370
6/2/09 11:00 PM		0.367	0.000	0.367
6/3/09 12:00 AM		0.324	0.000	0.324
6/3/09 1:00 AM		0.306	0.000	0.306
6/3/09 2:00 AM		0.276	0.000	0.276
6/3/09 3:00 AM		0.270	0.000	0.270
6/3/09 4:00 AM		0.336	0.000	0.336
6/3/09 5:00 AM		0.305	0.000	0.305
6/3/09 6:00 AM		0.310	0.000	0.310
6/3/09 7:00 AM		0.373	0.000	0.373
6/3/09 8:00 AM		0.416	0.000	0.416
6/3/09 9:00 AM	0	0.404	0.000	0.404
6/3/09 10:00 AM		0.408	0.000	0.408
6/3/09 11:00 AM		0.387	0.000	0.387
6/3/09 12:00 PM		0.408	0.004	0.411
6/3/09 1:00 PM		0.504	0.171	0.674
6/3/09 2:00 PM		0.579	0.367	0.945
6/3/09 3:00 PM		0.856	0.299	1.155
6/3/09 4:00 PM		0.499	0.251	0.750
6/3/09 5:00 PM		0.388	0.259	0.646
6/3/09 6:00 PM		0.264	0.239	0.503
6/3/09 7:00 PM		0.181	0.249	0.430
6/3/09 8:00 PM		0.188	0.226	0.414
6/3/09 9:00 PM		0.179	0.210	0.389
6/3/09 10:00 PM		0.166	0.190	0.355
6/3/09 11:00 PM		0.165	0.195	0.359
6/4/09 12:00 AM		0.158	0.161	0.319
6/4/09 1:00 AM		0.152	0.157	0.308
6/4/09 2:00 AM		0.161	0.148	0.309
6/4/09 3:00 AM		0.150	0.146	0.296
6/4/09 4:00 AM		0.142	0.153	0.295

TABLE E-1
FREELAND SUBAREAS 3 AND 4 FLOW MONITORING
May 21, 2009 thru July 6, 2009
Average Hourly Flow Data

		Average Hourly Flow (MGD)		
Date	Precipitation Inches	SA 3&4	CSO	Total
6/4/09 5:00 AM		0.137	0.173	0.310
6/4/09 6:00 AM		0.143	0.205	0.348
6/4/09 7:00 AM		0.208	0.200	0.407
6/4/09 8:00 AM		0.165	0.078	0.242
6/4/09 9:00 AM	0	0.169	0.000	0.169
6/4/09 10:00 AM		0.401	0.000	0.401
6/4/09 11:00 AM		0.450	0.000	0.450
6/4/09 12:00 PM		0.453	0.000	0.453
6/4/09 1:00 PM		0.444	0.000	0.444
6/4/09 2:00 PM		0.422	0.000	0.422
6/4/09 3:00 PM		0.402	0.000	0.402
6/4/09 4:00 PM		0.428	0.000	0.428
6/4/09 5:00 PM		0.417	0.000	0.417
6/4/09 6:00 PM		0.422	0.000	0.422
6/4/09 7:00 PM		0.427	0.000	0.427
6/4/09 8:00 PM		0.427	0.000	0.427
6/4/09 9:00 PM		0.412	0.000	0.412
6/4/09 10:00 PM		0.424	0.000	0.424
6/4/09 11:00 PM		0.405	0.000	0.405
6/5/09 12:00 AM		0.356	0.000	0.356
6/5/09 1:00 AM		0.330	0.000	0.330
6/5/09 2:00 AM		0.313	0.000	0.313
6/5/09 3:00 AM		0.327	0.000	0.327
6/5/09 4:00 AM		0.311	0.000	0.311
6/5/09 5:00 AM		0.311	0.000	0.311
6/5/09 6:00 AM		0.327	0.000	0.327
6/5/09 7:00 AM		0.398	0.000	0.398
6/5/09 8:00 AM		0.410	0.000	0.410
6/5/09 9:00 AM	0.9	0.445	0.000	0.445
6/5/09 10:00 AM		0.507	0.000	0.507
6/5/09 11:00 AM		0.525	0.000	0.525
6/5/09 12:00 PM		0.504	0.000	0.504
6/5/09 1:00 PM		0.520	0.000	0.520
6/5/09 2:00 PM		0.532	0.000	0.532
6/5/09 3:00 PM		0.481	0.000	0.481
6/5/09 4:00 PM		0.439	0.000	0.439
6/5/09 5:00 PM		0.475	0.000	0.475
6/5/09 6:00 PM		0.437	0.000	0.437
6/5/09 7:00 PM		0.451	0.000	0.451
6/5/09 8:00 PM		0.470	0.000	0.470
6/5/09 9:00 PM		0.424	0.000	0.424

TABLE E-1
FREELAND SUBAREAS 3 AND 4 FLOW MONITORING
May 21, 2009 thru July 6, 2009
Average Hourly Flow Data

		Average Hourly Flow (MGD)		
Date	Precipitation Inches	SA 3&4	CSO	Total
6/5/09 10:00 PM		0.438	0.000	0.438
6/5/09 11:00 PM		0.442	0.000	0.442
6/6/09 12:00 AM		0.420	0.000	0.420
6/6/09 1:00 AM		0.404	0.000	0.404
6/6/09 2:00 AM		0.406	0.000	0.406
6/6/09 3:00 AM		0.389	0.000	0.389
6/6/09 4:00 AM		0.376	0.000	0.376
6/6/09 5:00 AM		0.358	0.000	0.358
6/6/09 6:00 AM		0.359	0.000	0.359
6/6/09 7:00 AM		0.389	0.000	0.389
6/6/09 8:00 AM		0.420	0.000	0.420
6/6/09 9:00 AM	0	0.439	0.000	0.439
6/6/09 10:00 AM		0.460	0.000	0.460
6/6/09 11:00 AM		0.467	0.000	0.467
6/6/09 12:00 PM		0.445	0.000	0.445
6/6/09 1:00 PM		0.448	0.000	0.448
6/6/09 2:00 PM		0.471	0.000	0.471
6/6/09 3:00 PM		0.443	0.000	0.443
6/6/09 4:00 PM		0.439	0.000	0.439
6/6/09 5:00 PM		0.413	0.000	0.413
6/6/09 6:00 PM		0.410	0.000	0.410
6/6/09 7:00 PM		0.389	0.000	0.389
6/6/09 8:00 PM		0.416	0.000	0.416
6/6/09 9:00 PM		0.405	0.000	0.405
6/6/09 10:00 PM		0.418	0.000	0.418
6/6/09 11:00 PM		0.438	0.000	0.438
6/7/09 12:00 AM		0.404	0.000	0.404
6/7/09 1:00 AM		0.387	0.000	0.387
6/7/09 2:00 AM		0.394	0.000	0.394
6/7/09 3:00 AM		0.371	0.000	0.371
6/7/09 4:00 AM		0.355	0.000	0.355
6/7/09 5:00 AM		0.351	0.000	0.351
6/7/09 6:00 AM		0.355	0.000	0.355
6/7/09 7:00 AM		0.374	0.000	0.374
6/7/09 8:00 AM		0.414	0.000	0.414
6/7/09 9:00 AM	0.07	0.433	0.000	0.433
6/7/09 10:00 AM		0.457	0.000	0.457
6/7/09 11:00 AM		0.475	0.000	0.475
6/7/09 12:00 PM		0.465	0.000	0.465
6/7/09 1:00 PM		0.431	0.000	0.431
6/7/09 2:00 PM		0.432	0.000	0.432

TABLE E-1
FREELAND SUBAREAS 3 AND 4 FLOW MONITORING
May 21, 2009 thru July 6, 2009
Average Hourly Flow Data

		Average Hourly Flow (MGD)		
Date	Precipitation Inches	SA 3&4	CSO	Total
6/7/09 3:00 PM		0.420	0.000	0.420
6/7/09 4:00 PM		0.410	0.000	0.410
6/7/09 5:00 PM		0.418	0.000	0.418
6/7/09 6:00 PM		0.429	0.000	0.429
6/7/09 7:00 PM		0.430	0.000	0.430
6/7/09 8:00 PM		0.410	0.000	0.410
6/7/09 9:00 PM		0.445	0.000	0.445
6/7/09 10:00 PM		0.431	0.000	0.431
6/7/09 11:00 PM		0.408	0.000	0.408
6/8/09 12:00 AM		0.399	0.000	0.399
6/8/09 1:00 AM		0.352	0.000	0.352
6/8/09 2:00 AM		0.347	0.000	0.347
6/8/09 3:00 AM		0.419	0.000	0.419
6/8/09 4:00 AM		0.370	0.000	0.370
6/8/09 5:00 AM		0.378	0.000	0.378
6/8/09 6:00 AM		0.383	0.000	0.383
6/8/09 7:00 AM		0.440	0.000	0.440
6/8/09 8:00 AM		0.468	0.000	0.468
6/8/09 9:00 AM	0	0.466	0.000	0.466
6/8/09 10:00 AM		0.447	0.000	0.447
6/8/09 11:00 AM		0.449	0.000	0.449
6/8/09 12:00 PM		0.444	0.000	0.444
6/8/09 1:00 PM		0.445	0.000	0.445
6/8/09 2:00 PM		0.437	0.000	0.437
6/8/09 3:00 PM		0.435	0.000	0.435
6/8/09 4:00 PM		0.410	0.000	0.410
6/8/09 5:00 PM		0.414	0.000	0.414
6/8/09 6:00 PM		0.408	0.000	0.408
6/8/09 7:00 PM		0.416	0.000	0.416
6/8/09 8:00 PM		0.405	0.001	0.406
6/8/09 9:00 PM		0.426	0.000	0.426
6/8/09 10:00 PM		0.561	0.000	0.561
6/8/09 11:00 PM		0.487	0.000	0.487
6/9/09 12:00 AM		0.435	0.000	0.435
6/9/09 1:00 AM		0.377	0.000	0.377
6/9/09 2:00 AM		0.363	0.000	0.363
6/9/09 3:00 AM		0.330	0.000	0.330
6/9/09 4:00 AM		0.386	0.295	0.681
6/9/09 5:00 AM		0.381	0.286	0.667
6/9/09 6:00 AM		0.530	0.011	0.541
6/9/09 7:00 AM		0.800	0.000	0.800

TABLE E-1
FREELAND SUBAREAS 3 AND 4 FLOW MONITORING
May 21, 2009 thru July 6, 2009
Average Hourly Flow Data

		Average Hourly Flow (MGD)		
Date	Precipitation Inches	SA 3&4	CSO	Total
6/9/09 8:00 AM		0.624	0.000	0.624
6/9/09 9:00 AM	0.84	0.534	0.000	0.534
6/9/09 10:00 AM		0.516	0.000	0.516
6/9/09 11:00 AM		0.473	0.000	0.473
6/9/09 12:00 PM		0.481	0.000	0.481
6/9/09 1:00 PM		0.476	0.000	0.476
6/9/09 2:00 PM		0.466	0.000	0.466
6/9/09 3:00 PM		0.498	0.000	0.498
6/9/09 4:00 PM		0.455	0.000	0.455
6/9/09 5:00 PM		0.449	0.000	0.449
6/9/09 6:00 PM		0.465	0.000	0.465
6/9/09 7:00 PM		0.452	0.000	0.452
6/9/09 8:00 PM		0.449	0.000	0.449
6/9/09 9:00 PM		0.467	0.000	0.467
6/9/09 10:00 PM		0.430	0.000	0.430
6/9/09 11:00 PM		0.461	0.000	0.461
6/10/09 12:00 AM		0.428	0.000	0.428
6/10/09 1:00 AM		0.399	0.000	0.399
6/10/09 2:00 AM		0.389	0.000	0.389
6/10/09 3:00 AM		0.361	0.000	0.361
6/10/09 4:00 AM		0.360	0.000	0.360
6/10/09 5:00 AM		0.374	0.000	0.374
6/10/09 6:00 AM		0.392	0.000	0.392
6/10/09 7:00 AM		0.420	0.000	0.420
6/10/09 8:00 AM		0.465	0.000	0.465
6/10/09 9:00 AM	0.86	0.456	0.000	0.456
6/10/09 10:00 AM		0.449	0.000	0.449
6/10/09 11:00 AM		0.476	0.000	0.476
6/10/09 12:00 PM		0.441	0.000	0.441
6/10/09 1:00 PM		0.444	0.000	0.444
6/10/09 2:00 PM		0.448	0.000	0.448
6/10/09 3:00 PM		0.472	0.000	0.472
6/10/09 4:00 PM		0.440	0.000	0.440
6/10/09 5:00 PM		0.442	0.000	0.442
6/10/09 6:00 PM		0.461	0.248	0.709
6/10/09 7:00 PM		0.448	0.053	0.501
6/10/09 8:00 PM		0.695	0.000	0.695
6/10/09 9:00 PM		0.604	0.000	0.604
6/10/09 10:00 PM		0.566	0.000	0.566
6/10/09 11:00 PM		0.482	0.000	0.482
6/11/09 12:00 AM		0.461	0.602	1.063

TABLE E-1
FREELAND SUBAREAS 3 AND 4 FLOW MONITORING
May 21, 2009 thru July 6, 2009
Average Hourly Flow Data

		Average Hourly Flow (MGD)		
Date	Precipitation Inches	SA 3&4	CSO	Total
6/11/09 1:00 AM		0.489	0.203	0.692
6/11/09 2:00 AM		1.044	0.018	1.062
6/11/09 3:00 AM		0.852	0.019	0.871
6/11/09 4:00 AM		0.732	0.007	0.739
6/11/09 5:00 AM		0.719	0.004	0.722
6/11/09 6:00 AM		0.613	0.005	0.617
6/11/09 7:00 AM		0.611	0.005	0.616
6/11/09 8:00 AM		0.630	0.005	0.635
6/11/09 9:00 AM	0.6	0.594	0.002	0.596
6/11/09 10:00 AM		0.603	0.003	0.606
6/11/09 11:00 AM		0.619	0.005	0.623
6/11/09 12:00 PM		0.581	0.000	0.581
6/11/09 1:00 PM		0.599	0.000	0.599
6/11/09 2:00 PM		0.544	0.000	0.544
6/11/09 3:00 PM		0.541	0.000	0.541
6/11/09 4:00 PM		0.561	0.000	0.561
6/11/09 5:00 PM		0.544	0.000	0.544
6/11/09 6:00 PM		0.556	0.000	0.556
6/11/09 7:00 PM		0.557	0.000	0.557
6/11/09 8:00 PM		0.570	0.000	0.570
6/11/09 9:00 PM		0.589	0.000	0.589
6/11/09 10:00 PM		0.965	0.065	1.029
6/11/09 11:00 PM		0.779	0.014	0.792
6/12/09 12:00 AM		0.840	0.002	0.842
6/12/09 1:00 AM		0.837	0.001	0.838
6/12/09 2:00 AM		0.808	0.002	0.810
6/12/09 3:00 AM		0.788	0.000	0.788
6/12/09 4:00 AM		0.746	0.000	0.746
6/12/09 5:00 AM		0.716	0.000	0.716
6/12/09 6:00 AM		0.715	0.000	0.715
6/12/09 7:00 AM		0.724	0.000	0.724
6/12/09 8:00 AM		0.700	0.000	0.700
6/12/09 9:00 AM	0	0.698	0.000	0.698
6/12/09 10:00 AM		0.491	0.029	0.519
6/12/09 11:00 AM		0.244	0.086	0.329
6/12/09 12:00 PM		0.241	0.079	0.320
6/12/09 1:00 PM		0.222	0.104	0.326
6/12/09 2:00 PM		0.288	0.115	0.403
6/12/09 3:00 PM		0.336	0.107	0.443
6/12/09 4:00 PM		0.647	0.024	0.670
6/12/09 5:00 PM		0.618	0.000	0.618

TABLE E-1
FREELAND SUBAREAS 3 AND 4 FLOW MONITORING
May 21, 2009 thru July 6, 2009
Average Hourly Flow Data

		Average Hourly Flow (MGD)		
Date	Precipitation Inches	SA 3&4	CSO	Total
6/12/09 6:00 PM		0.628	0.000	0.628
6/12/09 7:00 PM		0.690	0.000	0.690
6/12/09 8:00 PM		0.621	0.000	0.621
6/12/09 9:00 PM		0.579	0.000	0.579
6/12/09 10:00 PM		0.578	0.000	0.578
6/12/09 11:00 PM		0.575	0.000	0.575
6/13/09 12:00 AM		0.577	0.000	0.577
6/13/09 1:00 AM		0.565	0.000	0.565
6/13/09 2:00 AM		0.520	0.000	0.520
6/13/09 3:00 AM		0.505	0.000	0.505
6/13/09 4:00 AM		0.543	0.000	0.543
6/13/09 5:00 AM		0.530	0.000	0.530
6/13/09 6:00 AM		0.520	0.000	0.520
6/13/09 7:00 AM		0.521	0.000	0.521
6/13/09 8:00 AM		0.561	0.000	0.561
6/13/09 9:00 AM	0.49	0.534	0.000	0.534
6/13/09 10:00 AM		0.615	0.000	0.615
6/13/09 11:00 AM		0.604	0.000	0.604
6/13/09 12:00 PM		0.631	0.000	0.631
6/13/09 1:00 PM		1.015	0.031	1.046
6/13/09 2:00 PM		0.923	0.154	1.076
6/13/09 3:00 PM		0.912	0.131	1.043
6/13/09 4:00 PM		0.929	0.049	0.978
6/13/09 5:00 PM		0.877	0.010	0.887
6/13/09 6:00 PM		0.893	0.014	0.906
6/13/09 7:00 PM		0.859	0.007	0.866
6/13/09 8:00 PM		0.946	0.043	0.989
6/13/09 9:00 PM		0.955	0.026	0.981
6/13/09 10:00 PM		0.941	0.009	0.950
6/13/09 11:00 PM		0.889	0.008	0.897
6/14/09 12:00 AM		0.899	0.001	0.900
6/14/09 1:00 AM		0.875	0.001	0.875
6/14/09 2:00 AM		0.888	0.000	0.888
6/14/09 3:00 AM		0.921	0.001	0.922
6/14/09 4:00 AM		0.898	0.000	0.898
6/14/09 5:00 AM		0.872	0.000	0.872
6/14/09 6:00 AM		0.849	0.000	0.849
6/14/09 7:00 AM		0.826	0.000	0.826
6/14/09 8:00 AM		0.846	0.000	0.846
6/14/09 9:00 AM	0	0.837	0.000	0.837
6/14/09 10:00 AM		0.833	0.001	0.833

TABLE E-1
FREELAND SUBAREAS 3 AND 4 FLOW MONITORING
May 21, 2009 thru July 6, 2009
Average Hourly Flow Data

		Average Hourly Flow (MGD)		
Date	Precipitation Inches	SA 3&4	CSO	Total
6/14/09 11:00 AM		0.597	0.060	0.657
6/14/09 12:00 PM		0.423	0.158	0.581
6/14/09 1:00 PM		0.415	0.162	0.577
6/14/09 2:00 PM		0.395	0.201	0.595
6/14/09 3:00 PM		0.399	0.196	0.594
6/14/09 4:00 PM		0.416	0.196	0.612
6/14/09 5:00 PM		0.393	0.191	0.584
6/14/09 6:00 PM		0.395	0.174	0.569
6/14/09 7:00 PM		0.403	0.139	0.543
6/14/09 8:00 PM		0.374	0.131	0.505
6/14/09 9:00 PM		0.389	0.127	0.516
6/14/09 10:00 PM		0.382	0.134	0.516
6/14/09 11:00 PM		0.343	0.129	0.472
6/15/09 12:00 AM		0.343	0.128	0.470
6/15/09 1:00 AM		0.324	0.135	0.459
6/15/09 2:00 AM		0.304	0.133	0.437
6/15/09 3:00 AM		0.298	0.128	0.426
6/15/09 4:00 AM		0.305	0.118	0.422
6/15/09 5:00 AM		0.302	0.118	0.420
6/15/09 6:00 AM		0.301	0.127	0.428
6/15/09 7:00 AM		0.324	0.151	0.475
6/15/09 8:00 AM		0.337	0.151	0.488
6/15/09 9:00 AM	0	0.354	0.160	0.513
6/15/09 10:00 AM		0.354	0.156	0.510
6/15/09 11:00 AM		0.351	0.158	0.509
6/15/09 12:00 PM		0.345	0.167	0.512
6/15/09 1:00 PM		0.354	0.163	0.517
6/15/09 2:00 PM		0.343	0.162	0.505
6/15/09 3:00 PM		0.338	0.133	0.471
6/15/09 4:00 PM		0.328	0.137	0.465
6/15/09 5:00 PM		0.331	0.139	0.470
6/15/09 6:00 PM		0.312	0.165	0.477
6/15/09 7:00 PM		0.328	0.178	0.506
6/15/09 8:00 PM		0.321	0.179	0.500
6/15/09 9:00 PM		0.315	0.181	0.496
6/15/09 10:00 PM		0.323	0.179	0.502
6/15/09 11:00 PM		0.347	0.186	0.533
6/16/09 12:00 AM		0.308	0.158	0.466
6/16/09 1:00 AM		0.281	0.136	0.417
6/16/09 2:00 AM		0.275	0.117	0.392
6/16/09 3:00 AM		0.274	0.108	0.382

TABLE E-1
FREELAND SUBAREAS 3 AND 4 FLOW MONITORING
May 21, 2009 thru July 6, 2009
Average Hourly Flow Data

		Average Hourly Flow (MGD)		
Date	Precipitation Inches	SA 3&4	CSO	Total
6/16/09 4:00 AM		0.261	0.095	0.356
6/16/09 5:00 AM		0.269	0.091	0.360
6/16/09 6:00 AM		0.268	0.105	0.373
6/16/09 7:00 AM		0.280	0.124	0.405
6/16/09 8:00 AM		0.278	0.133	0.412
6/16/09 9:00 AM	0.17	0.326	0.129	0.455
6/16/09 10:00 AM		0.300	0.128	0.428
6/16/09 11:00 AM		0.300	0.134	0.434
6/16/09 12:00 PM		0.297	0.131	0.428
6/16/09 1:00 PM		0.298	0.138	0.435
6/16/09 2:00 PM		0.285	0.128	0.413
6/16/09 3:00 PM		0.288	0.131	0.418
6/16/09 4:00 PM		0.275	0.129	0.404
6/16/09 5:00 PM		0.279	0.132	0.411
6/16/09 6:00 PM		0.272	0.141	0.413
6/16/09 7:00 PM		0.276	0.142	0.418
6/16/09 8:00 PM		0.282	0.139	0.421
6/16/09 9:00 PM		0.268	0.134	0.402
6/16/09 10:00 PM		0.271	0.125	0.396
6/16/09 11:00 PM		0.261	0.122	0.383
6/17/09 12:00 AM		0.262	0.108	0.370
6/17/09 1:00 AM		0.247	0.096	0.342
6/17/09 2:00 AM		0.252	0.085	0.337
6/17/09 3:00 AM		0.246	0.088	0.334
6/17/09 4:00 AM		0.252	0.080	0.333
6/17/09 5:00 AM		0.253	0.088	0.341
6/17/09 6:00 AM		0.251	0.112	0.363
6/17/09 7:00 AM		0.265	0.115	0.381
6/17/09 8:00 AM		0.298	0.137	0.435
6/17/09 9:00 AM		0.281	0.144	0.425
6/17/09 10:00 AM	0	0.284	0.153	0.437
6/17/09 11:00 AM		0.364	0.158	0.521
6/17/09 12:00 PM		0.577	0.001	0.578
6/17/09 1:00 PM		0.570	0.000	0.570
6/17/09 2:00 PM		0.571	0.000	0.571
6/17/09 3:00 PM		0.556	0.000	0.556
6/17/09 4:00 PM		0.560	0.000	0.560
6/17/09 5:00 PM		0.586	0.000	0.586
6/17/09 6:00 PM		0.603	0.000	0.603
6/17/09 7:00 PM		0.606	0.000	0.606
6/17/09 8:00 PM		0.580	0.000	0.580

TABLE E-1
FREELAND SUBAREAS 3 AND 4 FLOW MONITORING
May 21, 2009 thru July 6, 2009
Average Hourly Flow Data

		Average Hourly Flow (MGD)		
Date	Precipitation Inches	SA 3&4	CSO	Total
6/17/09 9:00 PM		0.676	0.001	0.677
6/17/09 10:00 PM		0.697	0.002	0.699
6/17/09 11:00 PM		0.568	0.000	0.568
6/18/09 12:00 AM		0.590	0.000	0.590
6/18/09 1:00 AM		0.555	0.000	0.555
6/18/09 2:00 AM		0.629	0.000	0.629
6/18/09 3:00 AM		0.769	0.007	0.776
6/18/09 4:00 AM		0.730	0.000	0.730
6/18/09 5:00 AM		0.717	0.000	0.717
6/18/09 6:00 AM		0.751	0.000	0.751
6/18/09 7:00 AM		0.800	0.000	0.800
6/18/09 8:00 AM		0.907	0.007	0.914
6/18/09 9:00 AM	0.68	0.762	0.035	0.798
6/18/09 10:00 AM		0.550	0.161	0.710
6/18/09 11:00 AM		0.522	0.166	0.688
6/18/09 12:00 PM		0.515	0.169	0.684
6/18/09 1:00 PM		0.498	0.143	0.641
6/18/09 2:00 PM		0.474	0.148	0.621
6/18/09 3:00 PM		0.411	0.179	0.590
6/18/09 4:00 PM		0.366	0.190	0.556
6/18/09 5:00 PM		0.360	0.194	0.554
6/18/09 6:00 PM		0.411	0.217	0.628
6/18/09 7:00 PM		0.454	0.185	0.640
6/18/09 8:00 PM		0.427	0.130	0.556
6/18/09 9:00 PM		0.459	0.149	0.607
6/18/09 10:00 PM		0.450	0.208	0.658
6/18/09 11:00 PM		0.450	0.210	0.660
6/19/09 12:00 AM		0.439	0.169	0.608
6/19/09 1:00 AM		0.430	0.150	0.580
6/19/09 2:00 AM		0.413	0.107	0.520
6/19/09 3:00 AM		0.410	0.131	0.540
6/19/09 4:00 AM		0.408	0.148	0.556
6/19/09 5:00 AM		0.458	0.129	0.587
6/19/09 6:00 AM		0.474	0.130	0.604
6/19/09 7:00 AM		0.438	0.146	0.584
6/19/09 8:00 AM		0.416	0.157	0.572
6/19/09 9:00 AM	0.3	0.444	0.154	0.598
6/19/09 10:00 AM		0.454	0.155	0.609
6/19/09 11:00 AM		0.398	0.158	0.556
6/19/09 12:00 PM		0.423	0.161	0.584
6/19/09 1:00 PM		0.429	0.170	0.599

TABLE E-1
FREELAND SUBAREAS 3 AND 4 FLOW MONITORING
May 21, 2009 thru July 6, 2009
Average Hourly Flow Data

		Average Hourly Flow (MGD)		
Date	Precipitation Inches	SA 3&4	CSO	Total
6/19/09 2:00 PM		0.402	0.174	0.576
6/19/09 3:00 PM		0.385	0.168	0.554
6/19/09 4:00 PM		0.387	0.180	0.567
6/19/09 5:00 PM		0.404	0.184	0.587
6/19/09 6:00 PM		0.403	0.183	0.586
6/19/09 7:00 PM		0.409	0.188	0.597
6/19/09 8:00 PM		0.380	0.194	0.574
6/19/09 9:00 PM		0.428	0.192	0.620
6/19/09 10:00 PM		0.401	0.197	0.598
6/19/09 11:00 PM		0.378	0.195	0.573
6/20/09 12:00 AM		0.406	0.176	0.583
6/20/09 1:00 AM		0.422	0.160	0.581
6/20/09 2:00 AM		0.447	0.143	0.590
6/20/09 3:00 AM		0.442	0.106	0.547
6/20/09 4:00 AM		0.437	0.106	0.542
6/20/09 5:00 AM		0.420	0.123	0.543
6/20/09 6:00 AM		0.409	0.120	0.528
6/20/09 7:00 AM		0.421	0.158	0.579
6/20/09 8:00 AM	0.6	0.407	0.172	0.579
6/20/09 9:00 AM		0.402	0.197	0.599
6/20/09 10:00 AM		0.390	0.209	0.599
6/20/09 11:00 AM		0.373	0.260	0.633
6/20/09 12:00 PM		0.442	0.282	0.724
6/20/09 1:00 PM		0.422	0.261	0.683
6/20/09 2:00 PM		0.363	0.238	0.601
6/20/09 3:00 PM		0.364	0.230	0.594
6/20/09 4:00 PM		0.358	0.238	0.596
6/20/09 5:00 PM		0.350	0.255	0.605
6/20/09 6:00 PM		0.343	0.254	0.597
6/20/09 7:00 PM		0.356	0.262	0.619
6/20/09 8:00 PM		0.464	0.322	0.786
6/20/09 9:00 PM		0.415	0.323	0.737
6/20/09 10:00 PM		0.425	0.276	0.701
6/20/09 11:00 PM		0.413	0.278	0.691
6/21/09 12:00 AM		0.397	0.256	0.653
6/21/09 1:00 AM		0.391	0.263	0.654
6/21/09 2:00 AM		0.414	0.312	0.725
6/21/09 3:00 AM		0.407	0.219	0.626
6/21/09 4:00 AM		0.411	0.215	0.626
6/21/09 5:00 AM		0.430	0.233	0.663
6/21/09 6:00 AM		0.386	0.228	0.614

TABLE E-1
FREELAND SUBAREAS 3 AND 4 FLOW MONITORING
May 21, 2009 thru July 6, 2009
Average Hourly Flow Data

		Average Hourly Flow (MGD)		
Date	Precipitation Inches	SA 3&4	CSO	Total
6/21/09 7:00 AM		0.385	0.241	0.626
6/21/09 8:00 AM		0.384	0.264	0.648
6/21/09 9:00 AM		0.396	0.278	0.674
6/21/09 10:00 AM		0.419	0.297	0.716
6/21/09 11:00 AM		0.402	0.336	0.738
6/21/09 12:00 PM		0.375	0.342	0.716
6/21/09 1:00 PM		0.373	0.347	0.720
6/21/09 2:00 PM		0.372	0.329	0.701
6/21/09 3:00 PM		0.373	0.353	0.725
6/21/09 4:00 PM		0.339	0.380	0.718
6/21/09 5:00 PM		0.355	0.351	0.705
6/21/09 6:00 PM		0.350	0.352	0.701
6/21/09 7:00 PM		0.338	0.385	0.723
6/21/09 8:00 PM		0.347	0.371	0.718
6/21/09 9:00 PM		0.353	0.352	0.705
6/21/09 10:00 PM		0.335	0.365	0.700
6/21/09 11:00 PM		0.336	0.376	0.712
6/22/09 12:00 AM		0.317	0.341	0.658
6/22/09 1:00 AM		0.337	0.326	0.663
6/22/09 2:00 AM		0.301	0.282	0.583
6/22/09 3:00 AM		0.315	0.269	0.584
6/22/09 4:00 AM		0.309	0.273	0.582
6/22/09 5:00 AM		0.291	0.292	0.583
6/22/09 6:00 AM		0.298	0.304	0.601
6/22/09 7:00 AM		0.311	0.344	0.655
6/22/09 8:00 AM		0.318	0.349	0.667
6/22/09 9:00 AM		0.334	0.357	0.691
6/22/09 10:00 AM		0.337	0.359	0.695
6/22/09 11:00 AM		0.332	0.398	0.730
6/22/09 12:00 PM		0.311	0.409	0.720
6/22/09 1:00 PM		0.323	0.396	0.720
6/22/09 2:00 PM		0.329	0.387	0.715
6/22/09 3:00 PM		0.312	0.378	0.690
6/22/09 4:00 PM		0.316	0.370	0.686
6/22/09 5:00 PM		0.304	0.365	0.669
6/22/09 6:00 PM		0.310	0.391	0.700
6/22/09 7:00 PM		0.304	0.379	0.683
6/22/09 8:00 PM		0.288	0.365	0.653
6/22/09 9:00 PM		0.300	0.350	0.649
6/22/09 10:00 PM		0.296	0.376	0.672
6/22/09 11:00 PM		0.283	0.321	0.604

TABLE E-1
FREELAND SUBAREAS 3 AND 4 FLOW MONITORING
May 21, 2009 thru July 6, 2009
Average Hourly Flow Data

		Average Hourly Flow (MGD)		
Date	Precipitation Inches	SA 3&4	CSO	Total
6/23/09 12:00 AM		0.260	0.296	0.556
6/23/09 1:00 AM		0.261	0.285	0.546
6/23/09 2:00 AM		0.258	0.257	0.515
6/23/09 3:00 AM		0.244	0.242	0.485
6/23/09 4:00 AM		0.246	0.243	0.489
6/23/09 5:00 AM		0.243	0.248	0.492
6/23/09 6:00 AM		0.237	0.277	0.514
6/23/09 7:00 AM		0.262	0.326	0.587
6/23/09 8:00 AM		0.269	0.358	0.628
6/23/09 9:00 AM		0.294	0.342	0.636
6/23/09 10:00 AM		0.298	0.351	0.649
6/23/09 11:00 AM		0.312	0.363	0.675
6/23/09 12:00 PM		0.271	0.335	0.606
6/23/09 1:00 PM		0.288	0.309	0.597
6/23/09 2:00 PM		0.282	0.301	0.583
6/23/09 3:00 PM		0.273	0.308	0.581
6/23/09 4:00 PM		0.270	0.314	0.584
6/23/09 5:00 PM		0.258	0.309	0.566
6/23/09 6:00 PM		0.265	0.350	0.615
6/23/09 7:00 PM		0.245	0.350	0.595
6/23/09 8:00 PM		0.241	0.329	0.570
6/23/09 9:00 PM		0.272	0.305	0.577
6/23/09 10:00 PM		0.249	0.289	0.539
6/23/09 11:00 PM		0.256	0.279	0.535
6/24/09 12:00 AM		0.233	0.279	0.512
6/24/09 1:00 AM		0.228	0.224	0.452
6/24/09 2:00 AM		0.229	0.228	0.458
6/24/09 3:00 AM		0.218	0.181	0.399
6/24/09 4:00 AM		0.221	0.197	0.417
6/24/09 5:00 AM		0.230	0.222	0.452
6/24/09 6:00 AM		0.223	0.257	0.480
6/24/09 7:00 AM		0.240	0.319	0.559
6/24/09 8:00 AM		0.236	0.349	0.585
6/24/09 9:00 AM		0.263	0.314	0.577
6/24/09 10:00 AM		0.255	0.302	0.557
6/24/09 11:00 AM		0.256	0.330	0.586
6/24/09 12:00 PM		0.243	0.320	0.563
6/24/09 1:00 PM		0.253	0.377	0.630
6/24/09 2:00 PM		0.249	0.368	0.616
6/24/09 3:00 PM		0.233	0.357	0.589
6/24/09 4:00 PM		0.245	0.311	0.556

TABLE E-1
FREELAND SUBAREAS 3 AND 4 FLOW MONITORING
May 21, 2009 thru July 6, 2009
Average Hourly Flow Data

		Average Hourly Flow (MGD)		
Date	Precipitation Inches	SA 3&4	CSO	Total
6/24/09 5:00 PM		0.231	0.308	0.539
6/24/09 6:00 PM		0.224	0.317	0.541
6/24/09 7:00 PM		0.230	0.297	0.527
6/24/09 8:00 PM		0.229	0.306	0.535
6/24/09 9:00 PM		0.227	0.288	0.515
6/24/09 10:00 PM		0.228	0.296	0.524
6/24/09 11:00 PM		0.236	0.253	0.488
6/25/09 12:00 AM		0.214	0.224	0.438
6/25/09 1:00 AM		0.214	0.193	0.407
6/25/09 2:00 AM		0.204	0.164	0.368
6/25/09 3:00 AM		0.197	0.164	0.361
6/25/09 4:00 AM		0.197	0.155	0.351
6/25/09 5:00 AM		0.197	0.149	0.346
6/25/09 6:00 AM		0.203	0.171	0.374
6/25/09 7:00 AM		0.206	0.225	0.430
6/25/09 8:00 AM		0.215	0.251	0.466
6/25/09 9:00 AM		0.226	0.259	0.484
6/25/09 10:00 AM		0.238	0.271	0.509
6/25/09 11:00 AM		0.234	0.263	0.497
6/25/09 12:00 PM		0.234	0.258	0.492
6/25/09 1:00 PM		0.230	0.244	0.474
6/25/09 2:00 PM		0.214	0.254	0.468
6/25/09 3:00 PM		0.225	0.233	0.458
6/25/09 4:00 PM		0.224	0.230	0.454
6/25/09 5:00 PM		0.237	0.241	0.478
6/25/09 6:00 PM		0.218	0.250	0.468
6/25/09 7:00 PM		0.223	0.264	0.487
6/25/09 8:00 PM		0.213	0.240	0.453
6/25/09 9:00 PM		0.209	0.231	0.440
6/25/09 10:00 PM		0.212	0.227	0.439
6/25/09 11:00 PM		0.210	0.222	0.432
6/26/09 12:00 AM		0.187	0.209	0.396
6/26/09 1:00 AM		0.179	0.166	0.345
6/26/09 2:00 AM		0.177	0.139	0.316
6/26/09 3:00 AM		0.181	0.108	0.290
6/26/09 4:00 AM		0.180	0.095	0.275
6/26/09 5:00 AM		0.177	0.109	0.286
6/26/09 6:00 AM		0.185	0.133	0.318
6/26/09 7:00 AM		0.190	0.181	0.371
6/26/09 8:00 AM		0.193	0.210	0.403
6/26/09 9:00 AM	0.75	0.213	0.205	0.417

TABLE E-1
FREELAND SUBAREAS 3 AND 4 FLOW MONITORING
May 21, 2009 thru July 6, 2009
Average Hourly Flow Data

		Average Hourly Flow (MGD)		
Date	Precipitation Inches	SA 3&4	CSO	Total
6/26/09 10:00 AM		0.203	0.230	0.433
6/26/09 11:00 AM		0.208	0.175	0.383
6/26/09 12:00 PM		0.206	0.195	0.401
6/26/09 1:00 PM		0.215	0.164	0.379
6/26/09 2:00 PM		0.221	0.206	0.427
6/26/09 3:00 PM		0.507	0.040	0.547
6/26/09 4:00 PM		0.480	0.000	0.480
6/26/09 5:00 PM		0.832	0.085	0.917
6/26/09 6:00 PM		0.719	0.065	0.784
6/26/09 7:00 PM		0.651	0.000	0.651
6/26/09 8:00 PM		0.624	0.000	0.624
6/26/09 9:00 PM		0.594	0.000	0.594
6/26/09 10:00 PM		0.565	0.000	0.565
6/26/09 11:00 PM		0.543	0.000	0.543
6/27/09 12:00 AM		0.526	0.000	0.526
6/27/09 1:00 AM		0.512	0.000	0.512
6/27/09 2:00 AM		0.482	0.000	0.482
6/27/09 3:00 AM		0.474	0.000	0.474
6/27/09 4:00 AM		0.470	0.000	0.470
6/27/09 5:00 AM		0.445	0.000	0.445
6/27/09 6:00 AM		0.444	0.000	0.444
6/27/09 7:00 AM		0.484	0.000	0.484
6/27/09 8:00 AM		0.507	0.000	0.507
6/27/09 9:00 AM		0.528	0.000	0.528
6/27/09 10:00 AM		0.581	0.000	0.581
6/27/09 11:00 AM		0.585	0.000	0.585
6/27/09 12:00 PM		0.550	0.000	0.550
6/27/09 1:00 PM		0.545	0.000	0.545
6/27/09 2:00 PM		0.542	0.000	0.542
6/27/09 3:00 PM		0.529	0.000	0.529
6/27/09 4:00 PM		0.504	0.000	0.504
6/27/09 5:00 PM		0.480	0.000	0.480
6/27/09 6:00 PM		0.468	0.000	0.468
6/27/09 7:00 PM		0.495	0.000	0.495
6/27/09 8:00 PM		0.479	0.000	0.479
6/27/09 9:00 PM		0.464	0.000	0.464
6/27/09 10:00 PM		0.451	0.000	0.451
6/27/09 11:00 PM		0.468	0.000	0.468
6/28/09 12:00 AM		0.460	0.000	0.460
6/28/09 1:00 AM		0.460	0.000	0.460
6/28/09 2:00 AM		0.402	0.000	0.402

TABLE E-1
FREELAND SUBAREAS 3 AND 4 FLOW MONITORING
May 21, 2009 thru July 6, 2009
Average Hourly Flow Data

		Average Hourly Flow (MGD)		
Date	Precipitation Inches	SA 3&4	CSO	Total
6/28/09 3:00 AM		0.423	0.000	0.423
6/28/09 4:00 AM		0.410	0.000	0.410
6/28/09 5:00 AM		0.415	0.000	0.415
6/28/09 6:00 AM		0.401	0.000	0.401
6/28/09 7:00 AM		0.463	0.000	0.463
6/28/09 8:00 AM		0.454	0.000	0.454
6/28/09 9:00 AM	0.03	0.487	0.000	0.487
6/28/09 10:00 AM		0.546	0.000	0.546
6/28/09 11:00 AM		0.531	0.000	0.531
6/28/09 12:00 PM		0.522	0.000	0.522
6/28/09 1:00 PM		0.512	0.000	0.512
6/28/09 2:00 PM		0.479	0.000	0.479
6/28/09 3:00 PM		0.475	0.000	0.475
6/28/09 4:00 PM		0.460	0.000	0.460
6/28/09 5:00 PM		0.467	0.000	0.467
6/28/09 6:00 PM		0.468	0.000	0.468
6/28/09 7:00 PM		0.467	0.000	0.467
6/28/09 8:00 PM		0.501	0.000	0.501
6/28/09 9:00 PM		0.510	0.000	0.510
6/28/09 10:00 PM		0.491	0.000	0.491
6/28/09 11:00 PM		0.475	0.000	0.475
6/29/09 12:00 AM		0.407	0.000	0.407
6/29/09 1:00 AM		0.412	0.000	0.412
6/29/09 2:00 AM		0.379	0.000	0.379
6/29/09 3:00 AM		0.377	0.000	0.377
6/29/09 4:00 AM		0.399	0.000	0.399
6/29/09 5:00 AM		0.388	0.000	0.388
6/29/09 6:00 AM		0.414	0.000	0.414
6/29/09 7:00 AM		0.467	0.000	0.467
6/29/09 8:00 AM		0.500	0.000	0.500
6/29/09 9:00 AM		0.504	0.000	0.504
6/29/09 10:00 AM		0.519	0.000	0.519
6/29/09 11:00 AM		0.523	0.000	0.523
6/29/09 12:00 PM		0.506	0.000	0.506
6/29/09 1:00 PM		0.506	0.000	0.506
6/29/09 2:00 PM		0.483	0.000	0.483
6/29/09 3:00 PM		0.489	0.000	0.489
6/29/09 4:00 PM		0.489	0.000	0.489
6/29/09 5:00 PM		0.445	0.000	0.445
6/29/09 6:00 PM		0.450	0.000	0.450
6/29/09 7:00 PM		0.489	0.000	0.489

TABLE E-1
FREELAND SUBAREAS 3 AND 4 FLOW MONITORING
May 21, 2009 thru July 6, 2009
Average Hourly Flow Data

		Average Hourly Flow (MGD)		
Date	Precipitation Inches	SA 3&4	CSO	Total
6/29/09 8:00 PM		0.495	0.000	0.495
6/29/09 9:00 PM		0.480	0.000	0.480
6/29/09 10:00 PM		0.483	0.000	0.483
6/29/09 11:00 PM		0.462	0.000	0.462
6/30/09 12:00 AM		0.432	0.000	0.432
6/30/09 1:00 AM		0.376	0.000	0.376
6/30/09 2:00 AM		0.367	0.000	0.367
6/30/09 3:00 AM		0.357	0.000	0.357
6/30/09 4:00 AM		0.357	0.000	0.357
6/30/09 5:00 AM		0.344	0.000	0.344
6/30/09 6:00 AM		0.390	0.000	0.390
6/30/09 7:00 AM		0.421	0.000	0.421
6/30/09 8:00 AM		0.432	0.000	0.432
6/30/09 9:00 AM		0.474	0.000	0.474
6/30/09 10:00 AM		0.485	0.000	0.485
6/30/09 11:00 AM		0.505	0.000	0.505
6/30/09 12:00 PM		0.486	0.000	0.486
6/30/09 1:00 PM		0.476	0.000	0.476
6/30/09 2:00 PM		0.454	0.000	0.454
6/30/09 3:00 PM		0.504	0.000	0.504
6/30/09 4:00 PM		0.482	0.000	0.482
6/30/09 5:00 PM		0.468	0.000	0.468
6/30/09 6:00 PM		0.488	0.000	0.488
6/30/09 7:00 PM		0.488	0.000	0.488
6/30/09 8:00 PM		0.465	0.000	0.465
6/30/09 9:00 PM		0.499	0.000	0.499
6/30/09 10:00 PM		0.467	0.000	0.467
6/30/09 11:00 PM		0.452	0.000	0.452
7/1/09 12:00 AM		0.409	0.000	0.409
7/1/09 1:00 AM		0.372	0.000	0.372
7/1/09 2:00 AM		0.335	0.000	0.335
7/1/09 3:00 AM		0.330	0.000	0.330
7/1/09 4:00 AM		0.330	0.000	0.330
7/1/09 5:00 AM		0.334	0.000	0.334
7/1/09 6:00 AM		0.344	0.000	0.344
7/1/09 7:00 AM		0.450	0.000	0.450
7/1/09 8:00 AM		0.469	0.000	0.469
7/1/09 9:00 AM	0.14	0.471	0.000	0.471
7/1/09 10:00 AM		0.455	0.000	0.455
7/1/09 11:00 AM		0.485	0.000	0.485
7/1/09 12:00 PM		0.469	0.000	0.469

TABLE E-1
FREELAND SUBAREAS 3 AND 4 FLOW MONITORING
May 21, 2009 thru July 6, 2009
Average Hourly Flow Data

		Average Hourly Flow (MGD)		
Date	Precipitation Inches	SA 3&4	CSO	Total
7/1/09 1:00 PM		0.458	0.000	0.458
7/1/09 2:00 PM		0.433	0.000	0.433
7/1/09 3:00 PM		0.413	0.000	0.413
7/1/09 4:00 PM		0.445	0.000	0.445
7/1/09 5:00 PM		0.417	0.000	0.417
7/1/09 6:00 PM		0.444	0.000	0.444
7/1/09 7:00 PM		0.434	0.000	0.434
7/1/09 8:00 PM		0.441	0.000	0.441
7/1/09 9:00 PM		0.454	0.000	0.454
7/1/09 10:00 PM		0.480	0.000	0.480
7/1/09 11:00 PM		0.449	0.000	0.449
7/2/09 12:00 AM		0.596	0.000	0.596
7/2/09 1:00 AM		0.786	0.132	0.918
7/2/09 2:00 AM		0.589	0.011	0.600
7/2/09 3:00 AM		0.497	0.000	0.497
7/2/09 4:00 AM		0.461	0.000	0.461
7/2/09 5:00 AM		0.419	0.000	0.419
7/2/09 6:00 AM		0.423	0.000	0.423
7/2/09 7:00 AM		0.453	0.000	0.453
7/2/09 8:00 AM		0.459	0.000	0.459
7/2/09 9:00 AM	0.68	0.485	0.000	0.485
7/2/09 10:00 AM		0.479	0.000	0.479
7/2/09 11:00 AM		0.480	0.000	0.480
7/2/09 12:00 PM		0.479	0.000	0.479
7/2/09 1:00 PM		0.474	0.000	0.474
7/2/09 2:00 PM		0.474	0.000	0.474
7/2/09 3:00 PM		0.445	0.000	0.445
7/2/09 4:00 PM		0.442	0.000	0.442
7/2/09 5:00 PM		0.424	0.000	0.424
7/2/09 6:00 PM		0.425	0.000	0.425
7/2/09 7:00 PM		0.416	0.000	0.416
7/2/09 8:00 PM		0.430	0.000	0.430
7/2/09 9:00 PM		0.428	0.000	0.428
7/2/09 10:00 PM		0.459	0.000	0.459
7/2/09 11:00 PM		0.409	0.000	0.409
7/3/09 12:00 AM		0.371	0.000	0.371
7/3/09 1:00 AM		0.352	0.000	0.352
7/3/09 2:00 AM		0.324	0.000	0.324
7/3/09 3:00 AM		0.323	0.000	0.323
7/3/09 4:00 AM		0.310	0.000	0.310
7/3/09 5:00 AM		0.309	0.000	0.309

TABLE E-1
FREELAND SUBAREAS 3 AND 4 FLOW MONITORING
May 21, 2009 thru July 6, 2009
Average Hourly Flow Data

		Average Hourly Flow (MGD)		
Date	Precipitation Inches	SA 3&4	CSO	Total
7/3/09 6:00 AM		0.318	0.000	0.318
7/3/09 7:00 AM		0.344	0.000	0.344
7/3/09 8:00 AM		0.425	0.000	0.425
7/3/09 9:00 AM		0.447	0.000	0.447
7/3/09 10:00 AM		0.474	0.000	0.474
7/3/09 11:00 AM		0.493	0.000	0.493
7/3/09 12:00 PM		0.464	0.000	0.464
7/3/09 1:00 PM		0.535	0.000	0.535
7/3/09 2:00 PM		0.486	0.000	0.486
7/3/09 3:00 PM		0.444	0.000	0.444
7/3/09 4:00 PM		0.443	0.000	0.443
7/3/09 5:00 PM		0.436	0.000	0.436
7/3/09 6:00 PM		0.430	0.000	0.430
7/3/09 7:00 PM		0.436	0.000	0.436
7/3/09 8:00 PM		0.446	0.000	0.446
7/3/09 9:00 PM		0.426	0.000	0.426
7/3/09 10:00 PM		0.412	0.000	0.412
7/3/09 11:00 PM		0.408	0.000	0.408
7/4/09 12:00 AM		0.401	0.000	0.401
7/4/09 1:00 AM		0.355	0.000	0.355
7/4/09 2:00 AM		0.341	0.000	0.341
7/4/09 3:00 AM		0.335	0.000	0.335
7/4/09 4:00 AM		0.308	0.000	0.308
7/4/09 5:00 AM		0.305	0.000	0.305
7/4/09 6:00 AM		0.319	0.000	0.319
7/4/09 7:00 AM		0.360	0.000	0.360
7/4/09 8:00 AM		0.395	0.000	0.395
7/4/09 9:00 AM	0.14	0.450	0.000	0.450
7/4/09 10:00 AM		0.453	0.000	0.453
7/4/09 11:00 AM		0.477	0.000	0.477
7/4/09 12:00 PM		0.488	0.000	0.488
7/4/09 1:00 PM		0.466	0.000	0.466
7/4/09 2:00 PM		0.493	0.000	0.493
7/4/09 3:00 PM		0.441	0.000	0.441
7/4/09 4:00 PM		0.444	0.000	0.444
7/4/09 5:00 PM		0.410	0.000	0.410
7/4/09 6:00 PM		0.378	0.000	0.378
7/4/09 7:00 PM		0.397	0.000	0.397
7/4/09 8:00 PM		0.390	0.000	0.390
7/4/09 9:00 PM		0.379	0.000	0.379
7/4/09 10:00 PM		0.378	0.000	0.378

TABLE E-1
FREELAND SUBAREAS 3 AND 4 FLOW MONITORING
May 21, 2009 thru July 6, 2009
Average Hourly Flow Data

		Average Hourly Flow (MGD)		
Date	**Precipitation Inches**	**SA 3&4**	**CSO**	**Total**
7/4/09 11:00 PM		0.343	0.000	0.343
7/5/09 12:00 AM		0.361	0.000	0.361
7/5/09 1:00 AM		0.334	0.000	0.334
7/5/09 2:00 AM		0.323	0.000	0.323
7/5/09 3:00 AM		0.306	0.000	0.306
7/5/09 4:00 AM		0.305	0.000	0.305
7/5/09 5:00 AM		0.308	0.000	0.308
7/5/09 6:00 AM		0.319	0.000	0.319
7/5/09 7:00 AM		0.332	0.000	0.332
7/5/09 8:00 AM		0.374	0.000	0.374
7/5/09 9:00 AM		0.426	0.000	0.426
7/5/09 10:00 AM		0.429	0.000	0.429
7/5/09 11:00 AM		0.466	0.000	0.466
7/5/09 12:00 PM		0.449	0.000	0.449
7/5/09 1:00 PM		0.439	0.000	0.439
7/5/09 2:00 PM		0.444	0.000	0.444
7/5/09 3:00 PM		0.437	0.000	0.437
7/5/09 4:00 PM		0.425	0.000	0.425
7/5/09 5:00 PM		0.384	0.000	0.384
7/5/09 6:00 PM		0.381	0.000	0.381
7/5/09 7:00 PM		0.372	0.000	0.372
7/5/09 8:00 PM		0.426	0.000	0.426
7/5/09 9:00 PM		0.420	0.000	0.420
7/5/09 10:00 PM		0.411	0.000	0.411
7/5/09 11:00 PM		0.383	0.000	0.383
7/6/09 12:00 AM		0.348	0.000	0.348
7/6/09 1:00 AM		0.317	0.000	0.317
7/6/09 2:00 AM		0.298	0.000	0.298
7/6/09 3:00 AM		0.286	0.000	0.286
7/6/09 4:00 AM		0.283	0.000	0.283
7/6/09 5:00 AM		0.290	0.000	0.290
7/6/09 6:00 AM		0.317	0.000	0.317
7/6/09 7:00 AM		0.380	0.000	0.380
7/6/09 8:00 AM		0.447	0.000	0.447
7/6/09 9:00 AM		0.445	0.000	0.445
7/6/09 10:00 AM		0.430		0.430
	Average Hourly	**0.414**	**0.061**	**0.475**
	Peak Hourly	**1.044**	**0.602**	**1.155**
Wet Weather Average Hourly		**0.422**	**0.072**	**0.495**
	Percent Capture	**85.4%**		

TABLE E-1
FREELAND SUBAREAS 3 AND 4 FLOW MONITORING
May 21, 2009 thru July 6, 2009
Average Hourly Flow Data

		Average Hourly Flow (MGD)		
Date	**Precipitation Inches**	**SA 3&4**	**CSO**	**Total**
Total Precipitation	**8.65**	**inches**		

Dry periods are shaded

FIGURE E-1
2009 Flow Monitoring Program
CSO and Subareas 3 & 4 Flow Summary

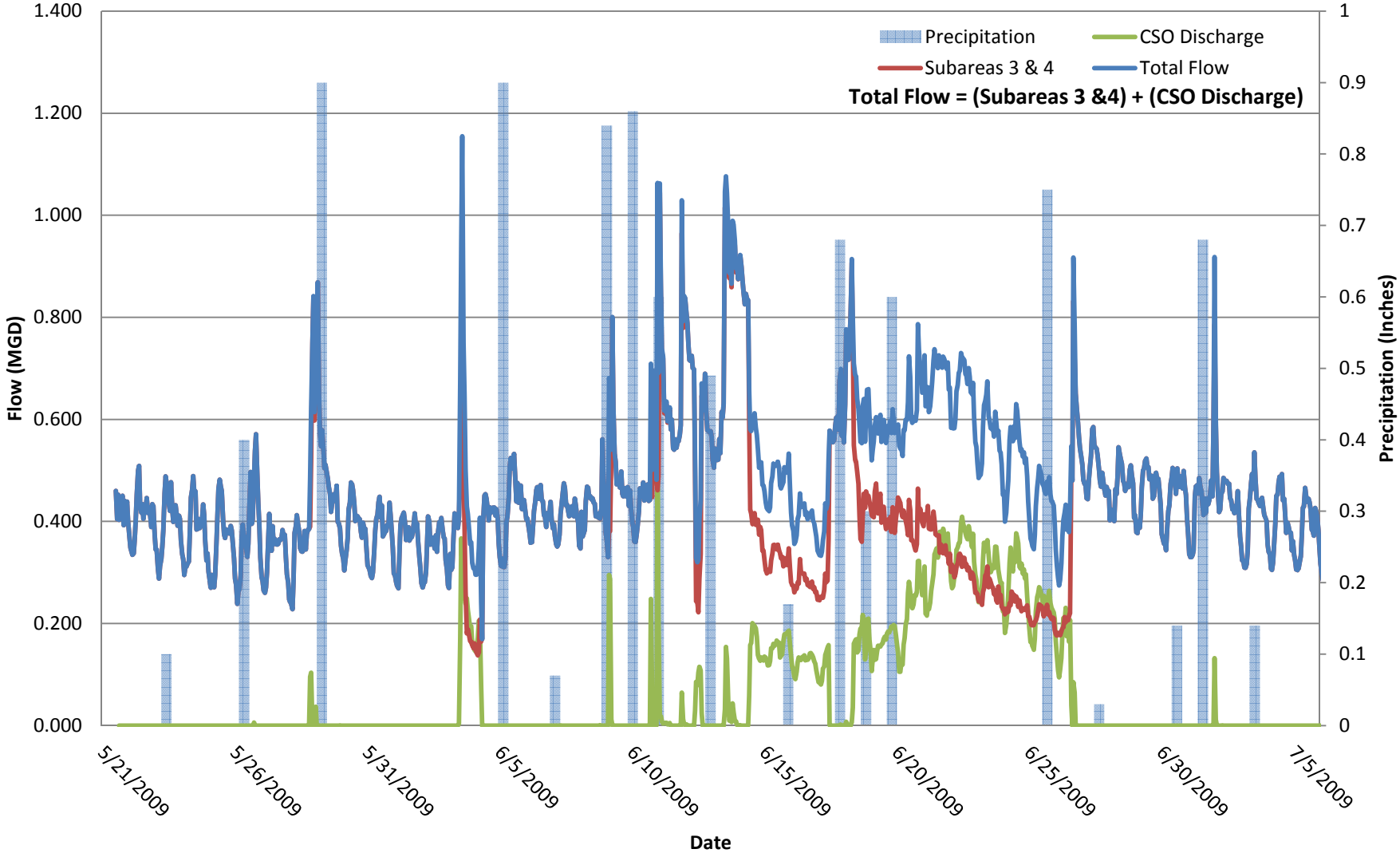


Table E-2
Daily Summary of Recorded Flow and Precipitation

		Flow (MGD)		
Date	**Precip. (in)**	**SA3 & SA4**	**CSO**	**Total**
5/21/2009		0.429	0.000	0.429
5/22/2009		0.411	0.000	0.411
5/23/2009	0.1	0.397	0.000	0.397
5/24/2009		0.382	0.000	0.382
5/25/2009		0.366	0.000	0.366
5/26/2009	0.4	0.380	0.000	0.380
5/27/2009		0.343	0.000	0.343
5/28/2009		0.362	0.008	0.370
5/29/2009	0.9	0.544	0.002	0.546
5/30/2009		0.391	0.000	0.391
5/31/2009		0.373	0.000	0.373
6/1/2009		0.362	0.000	0.362
6/2/2009		0.350	0.000	0.350
6/3/2009		0.354	0.111	0.464
6/4/2009		0.313	0.059	0.372
6/5/2009	0.9	0.424	0.000	0.424
6/6/2009		0.418	0.000	0.418
6/7/2009	0.07	0.412	0.000	0.412
6/8/2009		0.425	0.000	0.425
6/9/2009	0.84	0.471	0.025	0.495
6/10/2009	0.86	0.455	0.013	0.467
6/11/2009	0.6	0.640	0.040	0.679
6/12/2009		0.597	0.023	0.620
6/13/2009	0.49	0.723	0.020	0.744
6/14/2009		0.619	0.083	0.703
6/15/2009		0.328	0.151	0.480
6/16/2009	0.17	0.282	0.127	0.409
6/17/2009		0.433	0.057	0.490
6/18/2009	0.68	0.565	0.104	0.669
6/19/2009	0.3	0.417	0.163	0.580
6/20/2009	0.6	0.404	0.214	0.618
6/21/2009		0.384	0.105	0.486
6/22/2009		0.311	0.349	0.661
6/23/2009		0.265	0.307	0.572
6/24/2009		0.236	0.292	0.527
6/25/2009		0.216	0.224	0.441
6/26/2009	0.75	0.351	0.113	0.464
6/27/2009		0.500	0.000	0.500
6/28/2009	0.03	0.470	0.000	0.470
6/29/2009		0.429	0.005	0.428
6/30/2009		0.444	0.000	0.444
7/1/2009	0.14	0.422	0.000	0.422
7/2/2009	0.68	0.476	0.006	0.482
7/3/2009		0.410	0.000	0.410
7/4/2009	0.14	0.396	0.000	0.396

Table E-2

Daily Summary of Recorded Flow and Precipitation

		Flow (MGD)		
Date	**Precip. (in)**	**SA3 & SA4**	**CSO**	**Total**
7/5/2009		0.386	0.000	0.386
7/6/2009		0.352	0.000	0.352
	Avg	**0.413**	**0.055**	**0.468**
	Max	**0.723**	**0.349**	**0.744**
Total Precip.	**8.65**	**inches**		

Table E-3

Flow and Precipitation Correlation Data

Recorded Data

Date	Precip[(1)]	Flow[(2)]	PF
5/26/2009	0.4	0.571	1.20
5/29/2009	0.9	0.869	1.83
6/3/2009	0.9	1.155	2.43
6/9/2009	0.84	0.8	1.68
6/10/2009	0.86	1.063	2.24
6/11/2009	0.6	1.029	2.17
6/13/2009	0.49	1.076	2.27
6/18/2009	0.68	0.914	1.92
6/19/2009	0.3	0.66	1.39
6/20/2009	0.6	0.724	1.52
6/26/2009	0.75	0.917	1.93
7/2/2009	0.68	0.918	1.93

(1) Contains all precipitation events in excess of 0.25 inches

(2) Peak hourly flow (MGD) recorded during precipitation event.

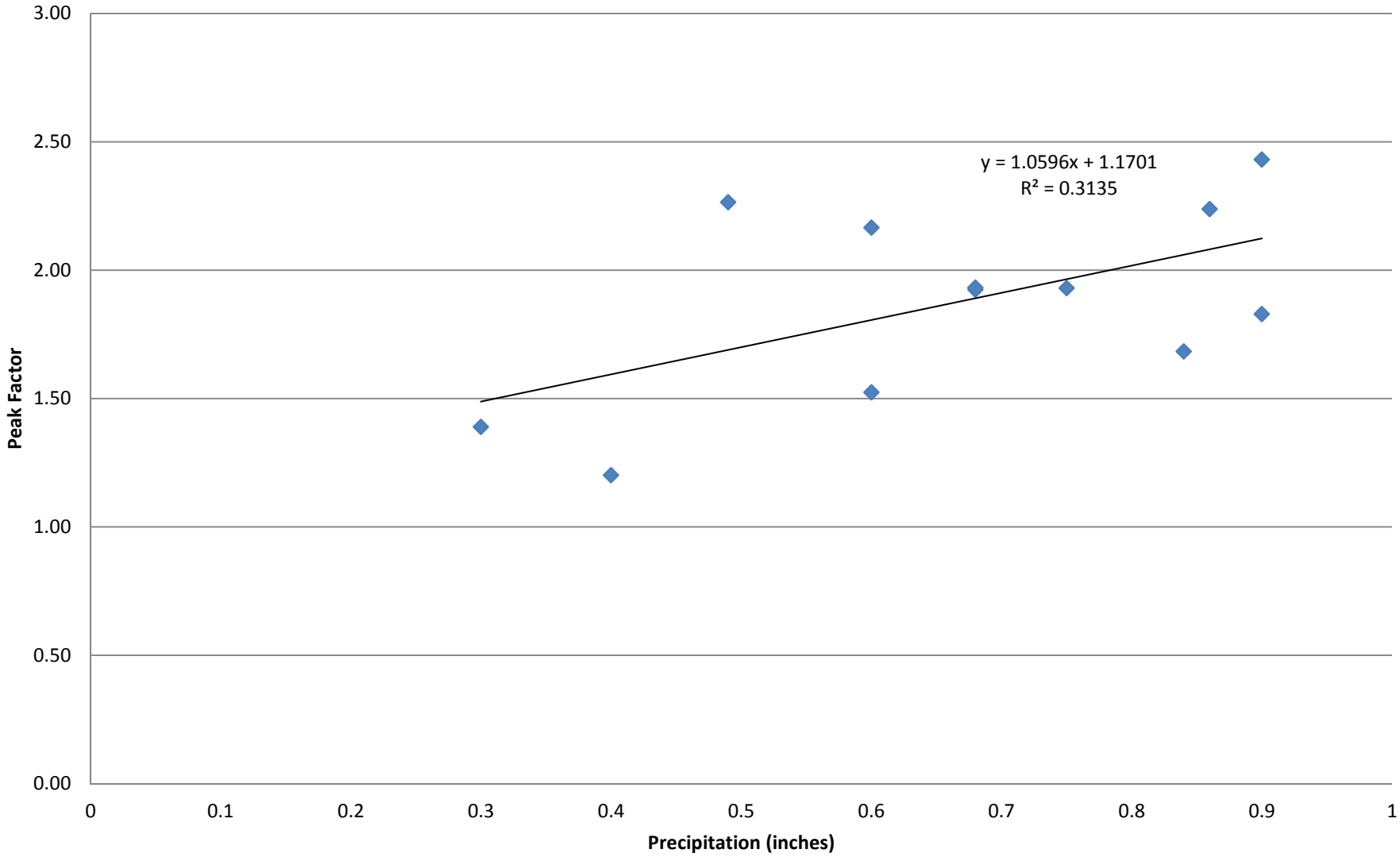
(3) Peak Factors Calculated as Peak Hourly Flow/ADF

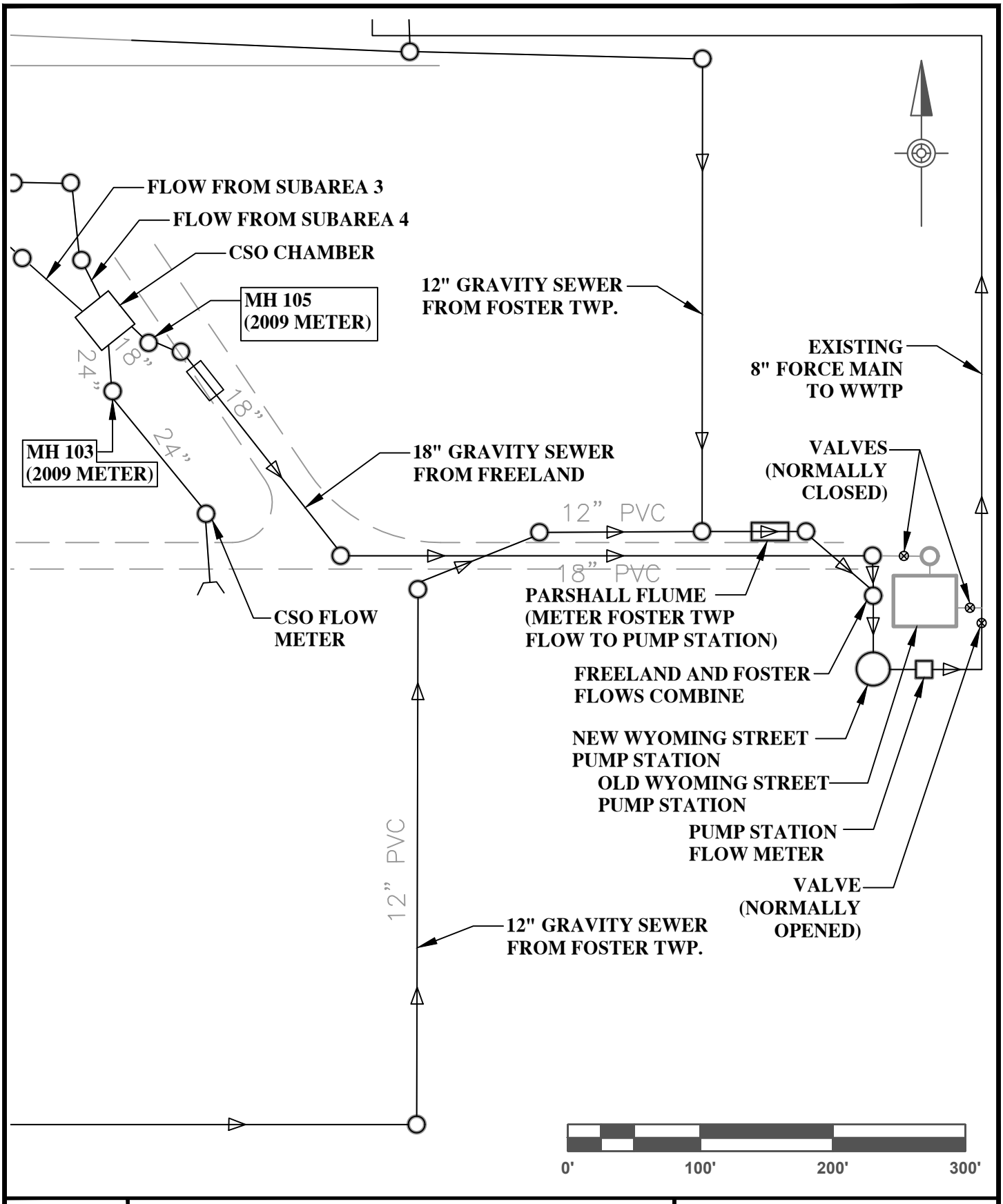
ADF (MGD) 0.475 Average of Average Hourly Flows During Monitoring Period

Projected Peak Factor v. Precipitation

Precip (in)	PF
0.5	1.70
1	2.23
2	3.29
3	4.35
4	5.41
5	6.47
6	7.53

FIGURE E-2
2009 Flow Monitoring Program
Peak Factor and Precipitation Correlation





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FREELAND BOROUGH AND FOSTER TOWNSHIP

JOINT ACT 537 PLAN UPDATE

2009 FLOW METER LOCATIONS

PROJECT NO.:		2011-2762-01
DWN. BY:	DATE:	
CHK'D. BY:	AUG 2012	FIGURE E-3

P:\2762-01\DWGS\CAD\CIVIL\PLAN SHEETS\ACT 537 UPDATE-APPENDIX E.DWG

APPENDIX F

PRECIPITATION DATA

- **2010-2011 MONTHLY PRECIPITATION SUMMARY**
- **2010 CUMULATIVE PRECIPITATION**
- **2011 CUMULATIVE PRECIPITATION**
- **2010 NWS/NOAA ANNUAL REPORT WITH 1971-2000 CLIMATE NORMAL DATA**
- **2011 NWS/NOAA ANNUAL REPORT WITH 1981-2010 CLIMATE NORMAL DATA**
- **2004-2013 SUMMARY OF EVENTS PRODUCING 0.25 INCHES OF PRECIPITATION OR GREATER**

Table F-1
2010-2011 Monthly Precipitation Summary

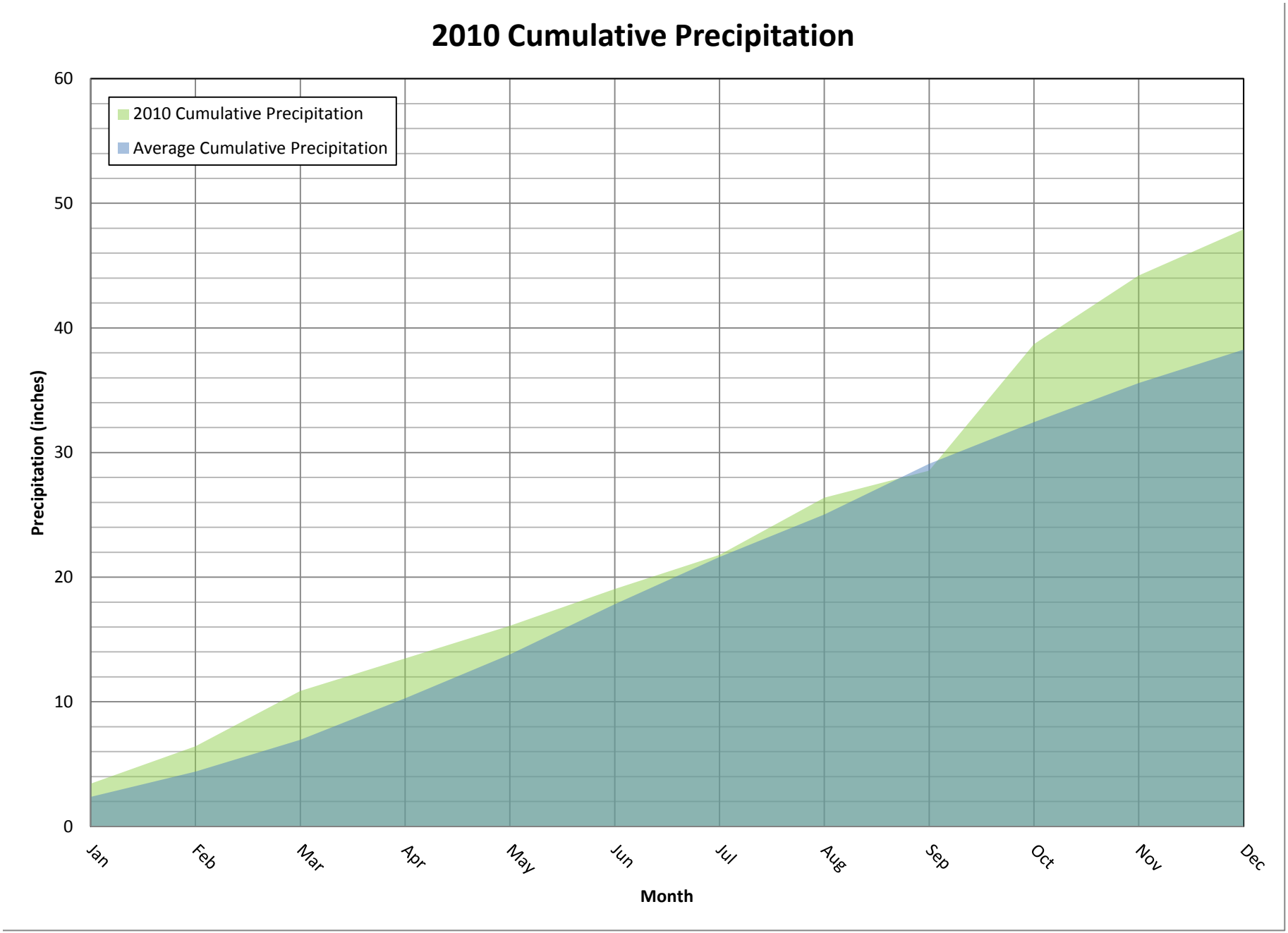
2010 Rainfall Data in Inches

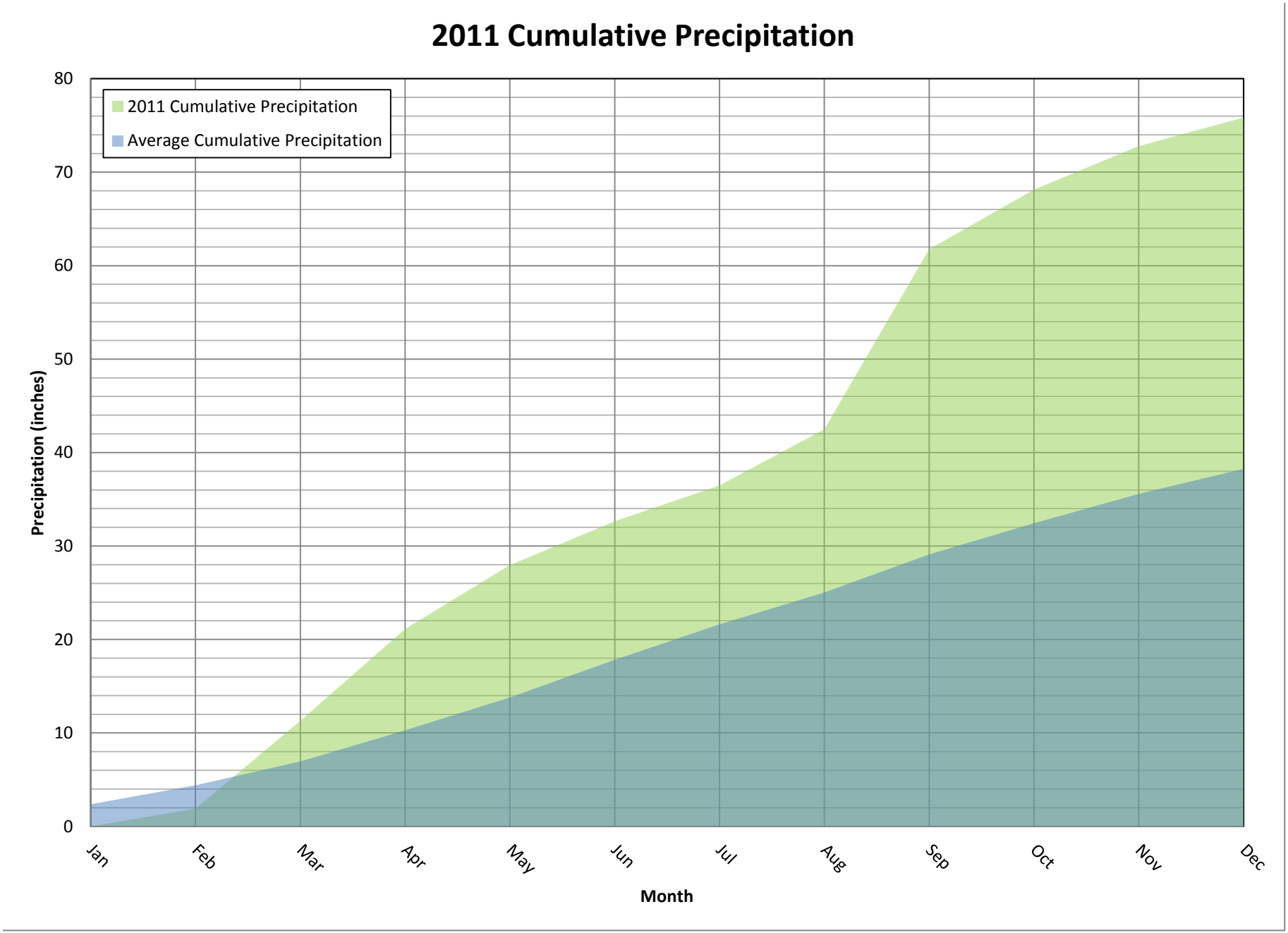
	Observed[1]		Average[2]			
Month	**Monthly**	**Cum.**	**Monthly**	**Cum.**		
Jan	3.43	3.43	2.37	2.37	+	**44.73%**
Feb	3	6.43	2.03	4.4	+	**47.78%**
Mar	4.44	10.87	2.55	6.95	+	**74.12%**
Apr	2.61	13.48	3.33	10.28	-	**21.62%**
May	2.62	16.1	3.52	13.8	-	**25.57%**
Jun	2.95	19.05	4.03	17.83	-	**26.80%**
Jul	2.74	21.79	3.79	21.62	-	**27.70%**
Aug	4.59	26.38	3.41	25.03	+	**34.60%**
Sep	2.17	28.55	4.07	29.1	-	**46.68%**
Oct	10.15	38.7	3.34	32.44	+	**203.89%**
Nov	5.51	44.21	3.14	35.58	+	**75.48%**
Dec	3.7	47.91	2.68	38.26	+	**38.06%**
	47.91		**38.26**			

2011 Rainfall Data in Inches

	Observed[1]		Average[2]			
Month	**Monthly**	**Cum.**	**Monthly**	**Cum.**		
Jan	0	0	2.37	2.37	-	**100.00%**
Feb	1.9	1.9	2.03	4.4	-	**6.40%**
Mar	9.39	11.29	2.55	6.95	+	**268.24%**
Apr	9.83	21.12	3.33	10.28	+	**195.20%**
May	6.84	27.96	3.52	13.8	+	**94.32%**
Jun	4.69	32.65	4.03	17.83	+	**16.38%**
Jul	3.83	36.48	3.79	21.62	+	**1.06%**
Aug	6.01	42.49	3.41	25.03	+	**76.25%**
Sep	19.26	61.75	4.07	29.1	+	**373.22%**
Oct	6.38	68.13	3.34	32.44	+	**91.02%**
Nov	4.66	72.79	3.14	35.58	+	**48.41%**
Dec	3.05	75.84	2.68	38.26	+	**13.81%**
	75.84		**38.26**			

(1) Precipitation recorded at the Freeland Sewage Treatment Plant.
(2) Average monthly precipitation at the NOAA Avoca weather station.


2010 Cumulative Precipitation
2010 Cumulative Precipitation
Average Cumulative Precipitation
Precipitation (inches)
0
10
20
30
40
50
60
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
Month


2011 Cumulative Precipitation
2011 Cumulative Precipitation
Average Cumulative Precipitation
Precipitation (inches)
0
10
20
30
40
50
60
70
80
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
Month

These data are preliminary and have not undergone final quality control by the National Climatic Data Center (NCDC). Therefore, these data are subject to revision. Final and certified climate data can be accessed at the NCDC - http://www.ncdc.noaa.gov.

Climatological Report (Annual)

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CXUS51 KBGM 032104
CLAAVP


CLIMATE REPORT
NATIONAL WEATHER SERVICE BINGHAMTON NY
359 PM EST MON JAN 3 2011

.....................................

...THE AVOCA PA CLIMATE SUMMARY FOR THE YEAR OF 2010...

CLIMATE NORMAL PERIOD 1971 TO 2000
CLIMATE RECORD PERIOD 1901 TO 2011
```

WEATHER	OBSERVED VALUE	DATE(S)	NORMAL VALUE	DEPART FROM NORMAL	LAST YEAR`S VALUE	DATE(S)
TEMPERATURE (F)						
RECORD						
HIGH	103	07/09/1936				
LOW	-21	01/21/1994				
HIGHEST	96	07/08	59	37	93	04/27
		07/05				
		07/06				
LOWEST	2	01/31	40	-38	-4	01/17
AVG. MAXIMUM	60.5		59.3	1.2	58.3	
AVG. MINIMUM	41.6		40.4	1.2	40.1	
MEAN	51.1		49.9	1.2	49.2	
DAYS MAX >= 90	22		6.0	16.0	MM	
DAYS MAX <= 32	48		43.0	5.0	MM	
DAYS MIN <= 32	123		124.0	-1.0	MM	
DAYS MIN <= 0	0		4.0	-4.0	MM	
PRECIPITATION (INCHES)						
RECORD						
MAXIMUM	49.93	2003				
MINIMUM	26.22	1963				
TOTALS	32.30		37.56	-5.26	35.46	

DAILY AVG.	0.09	0.10	-0.01	0.10
DAYS >= .01	117	138.0	-21.0	MM
DAYS >= .10	64	76.0	-12.0	MM
DAYS >= .50	21	22.0	-1.0	MM
DAYS >= 1.00	5	6.0	-1.0	MM
GREATEST				
24 HR. TOTAL	4.77	09/30 TO 10/01		

SNOWFALL (INCHES)				
RECORDS				
TOTAL	80.2	1994		
24 HR TOTAL	18.7	03/13/1993 TO 03/13/1993		
TOTALS	37.7	45.8	-8.1	34.0
SINCE 7/1	5.0	11.7	-6.7	15.8
DAYS >= TRACE	69	73.7	-4.7	MM
DAYS >= 1.0	13	12.8	0.2	MM
GREATEST				
24 HR TOTAL	8.0	02/25 TO 02/25		

DEGREE_DAYS				
HEATING TOTAL	5830	6234	-404	6092
SINCE 7/1	2366	2354	12	2326
COOLING TOTAL	902	611	291	450
SINCE 1/1	902	611	291	450

FREEZE DATES		
RECORD		
EARLIEST	09/21/1956	
LATEST	05/25/1956	
EARLIEST	10/15	
LATEST	04/26	

.....

WIND (MPH)			
AVERAGE WIND SPEED	6.3		
RESULTANT WIND SPEED/DIRECTION	2/302		
HIGHEST WIND SPEED/DIRECTION	38/240	DATE	04/08
HIGHEST GUST SPEED/DIRECTION	58/150	DATE	01/25

SKY COVER	
POSSIBLE SUNSHINE (PERCENT)	MM
NUMBER OF DAYS FAIR	174
NUMBER OF DAYS PC	87
NUMBER OF DAYS CLOUDY	103

AVERAGE RH (PERCENT)	66

WEATHER CONDITIONS. NUMBER OF DAYS WITH			
THUNDERSTORM	10	MIXED PRECIP	0

HEAVY RAIN	29	RAIN	55
LIGHT RAIN	115	FREEZING RAIN	0
LT FREEZING RAIN	14	HAIL	0
HEAVY SNOW	4	SNOW	10
LIGHT SNOW	55	SLEET	0
FOG	169	FOG W/VIS <= 1/4 MILE	12
HAZE	93		

- INDICATES NEGATIVE NUMBERS.
R INDICATES RECORD WAS SET OR TIED.
MM INDICATES DATA IS MISSING.
T INDICATES TRACE AMOUNT.

&&
10TH WARMEST YEAR. RECORD 52.4 IN 1921.

TAC

2011 Climatological Report

These data are preliminary and have not undergone final quality control by the National Climatic Data Center (NCDC). Therefore, these data are subject to revision. Final and certified climate data can be accessed at the NCDC - http://www.ncdc.noaa.gov.

Climatological Report (Annual)

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CXUS51 KBGM 041111
CLAAVP


CLIMATE REPORT
NATIONAL WEATHER SERVICE BINGHAMTON NY
559 AM EST WED JAN 4 2012

.....................................

...THE AVOCA PA CLIMATE SUMMARY FOR THE YEAR OF 2011...

CLIMATE NORMAL PERIOD 1981 TO 2010
CLIMATE RECORD PERIOD 1901 TO 2012
```

WEATHER	OBSERVED VALUE	DATE(S)	NORMAL VALUE	DEPART FROM NORMAL	LAST YEAR`S VALUE	DATE(S)
TEMPERATURE (F)						
RECORD						
HIGH	103	07/09/1936				
LOW	-21	01/21/1994				
HIGHEST	98	07/22	59	39	96	07/08 07/05 07/06
LOWEST	-8	01/24	40	-48	2	01/31
AVG. MAXIMUM	60.0		58.8	1.2	60.5	
AVG. MINIMUM	41.9		40.1	1.8	41.6	
MEAN	51.0		49.4	1.6	51.1	
DAYS MAX >= 90	8		6.3	1.7	22	
DAYS MAX <= 32	40		36.2	3.8	48	
DAYS MIN <= 32	120		123.6	-3.6	123	
DAYS MIN <= 0	2		2.9	-0.9	0	
PRECIPITATION (INCHES)						
RECORD						
MAXIMUM	49.93	2003				
MINIMUM	26.22	1963				
TOTALS	60.00R		38.26	21.74	32.30	

DAILY AVG.	0.16	0.10	0.06	0.09
DAYS >= .01	157	139.2	17.8	117
DAYS >= .10	98	78.0	20.0	64
DAYS >= .50	35	23.4	11.6	21
DAYS >= 1.00	18	7.8	10.2	5
GREATEST				
24 HR. TOTAL	3.72	08/27 TO 08/28		

SNOWFALL (INCHES)				
RECORDS				
TOTAL	80.2	1994		
24 HR TOTAL	18.7	03/13/1993 TO 03/13/1993		
TOTALS	60.7	46.2	14.5	37.7
SINCE 7/1	10.6	10.4	0.2	5.0
DAYS >= TRACE	68	33.0	35.0	69
DAYS >= 1.0	17	12.5	4.5	13
GREATEST				
24 HR TOTAL	9.1	10/29 TO 10/29		

DEGREE_DAYS				
HEATING TOTAL	5755	6255	-500	5830
SINCE 7/1	1936	2378	-442	2366
COOLING TOTAL	776	579	197	902
SINCE 1/1	776	580	196	902

FREEZE DATES		
RECORD		
EARLIEST	09/21/1956	
LATEST	05/25/1956	
EARLIEST	10/15	
LATEST	04/26	

.....

WIND (MPH)			
AVERAGE WIND SPEED	5.4		
RESULTANT WIND SPEED/DIRECTION	1/275		
HIGHEST WIND SPEED/DIRECTION	39/350	DATE	08/28
HIGHEST GUST SPEED/DIRECTION	55/350	DATE	08/28

SKY COVER	
POSSIBLE SUNSHINE (PERCENT)	MM
AVERAGE SKY COVER	0.50
NUMBER OF DAYS FAIR	164
NUMBER OF DAYS PC	120
NUMBER OF DAYS CLOUDY	81

AVERAGE RH (PERCENT) 70

WEATHER CONDITIONS. NUMBER OF DAYS WITH			
THUNDERSTORM	0	MIXED PRECIP	0

HEAVY RAIN	61	RAIN	89
LIGHT RAIN	147	FREEZING RAIN	6
LT FREEZING RAIN	9	HAIL	1
HEAVY SNOW	6	SNOW	13
LIGHT SNOW	59	SLEET	0
FOG	221	FOG W/VIS <= 1/4 MILE	31
HAZE	112		

- INDICATES NEGATIVE NUMBERS.
R INDICATES RECORD WAS SET OR TIED.
MM INDICATES DATA IS MISSING.
T INDICATES TRACE AMOUNT.

&&
WETTEST YEAR EVER.
13TH WARMEST YEAR.

NOAA Atlas 14, Volume 2, Version 3
Location name: Freeland, Pennsylvania, US*
Coordinates: 40.9467, -75.8606
Elevation: 1356ft*
* source: Google Maps

POINT PRECIPITATION FREQUENCY ESTIMATES

G.M. Bonnin, D. Martin, B. Lin, T. Parzybok, M.Yekta, and D. Riley

NOAA, National Weather Service, Silver Spring, Maryland

PF_tabular | PF_graphical | Maps_&_aerials

PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches)[1]

Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.354 (0.318-0.393)	0.423 (0.381-0.470)	0.501 (0.451-0.557)	0.566 (0.508-0.628)	0.651 (0.580-0.723)	0.724 (0.640-0.804)	0.798 (0.701-0.888)	0.886 (0.769-0.989)	1.02 (0.871-1.14)	1.13 (0.952-1.28)
10-min	0.551 (0.496-0.613)	0.662 (0.596-0.736)	0.784 (0.704-0.871)	0.877 (0.787-0.973)	1.00 (0.891-1.11)	1.10 (0.973-1.22)	1.21 (1.06-1.35)	1.33 (1.16-1.49)	1.51 (1.29-1.69)	1.66 (1.40-1.87)
15-min	0.677 (0.608-0.752)	0.812 (0.731-0.903)	0.964 (0.867-1.07)	1.08 (0.973-1.20)	1.24 (1.11-1.38)	1.37 (1.21-1.52)	1.51 (1.32-1.68)	1.66 (1.44-1.86)	1.88 (1.61-2.11)	2.07 (1.75-2.34)
30-min	0.900 (0.810-1.00)	1.09 (0.983-1.21)	1.33 (1.19-1.48)	1.51 (1.36-1.68)	1.76 (1.57-1.96)	1.97 (1.74-2.19)	2.19 (1.93-2.44)	2.44 (2.12-2.73)	2.81 (2.41-3.16)	3.13 (2.64-3.54)
60-min	1.10 (0.991-1.23)	1.34 (1.21-1.49)	1.67 (1.50-1.86)	1.93 (1.73-2.14)	2.29 (2.04-2.55)	2.60 (2.30-2.89)	2.95 (2.59-3.28)	3.33 (2.89-3.72)	3.91 (3.35-4.40)	4.43 (3.73-5.00)
2-hr	1.33 (1.20-1.48)	1.62 (1.46-1.80)	2.02 (1.82-2.25)	2.36 (2.11-2.63)	2.88 (2.57-3.21)	3.36 (2.97-3.74)	3.92 (3.43-4.37)	4.57 (3.95-5.11)	5.61 (4.78-6.32)	6.57 (5.52-7.46)
3-hr	1.48 (1.33-1.65)	1.79 (1.61-1.99)	2.22 (2.00-2.48)	2.59 (2.32-2.88)	3.17 (2.82-3.53)	3.70 (3.26-4.12)	4.33 (3.78-4.82)	5.06 (4.36-5.66)	6.24 (5.29-7.02)	7.34 (6.12-8.32)
6-hr	1.88 (1.69-2.10)	2.26 (2.04-2.53)	2.78 (2.50-3.11)	3.24 (2.90-3.62)	3.95 (3.52-4.41)	4.62 (4.07-5.16)	5.40 (4.71-6.04)	6.33 (5.46-7.11)	7.85 (6.64-8.86)	9.26 (7.70-10.5)
12-hr	2.35 (2.12-2.63)	2.84 (2.56-3.17)	3.51 (3.16-3.92)	4.10 (3.68-4.57)	5.04 (4.49-5.62)	5.92 (5.22-6.60)	6.96 (6.06-7.77)	8.20 (7.05-9.18)	10.2 (8.62-11.5)	12.1 (10.0-13.8)
24-hr	2.81 (2.58-3.09)	3.37 (3.10-3.71)	4.19 (3.84-4.60)	4.92 (4.48-5.39)	6.08 (5.51-6.63)	7.17 (6.44-7.78)	8.47 (7.54-9.14)	10.0 (8.83-10.8)	12.6 (10.9-13.5)	15.0 (12.8-16.0)
2-day	3.30 (3.04-3.61)	3.96 (3.65-4.34)	4.90 (4.51-5.37)	5.74 (5.27-6.27)	7.09 (6.45-7.72)	8.36 (7.55-9.06)	9.87 (8.82-10.7)	11.7 (10.3-12.6)	14.7 (12.8-15.7)	17.4 (15.0-18.7)
3-day	3.47 (3.21-3.79)	4.15 (3.84-4.54)	5.11 (4.72-5.59)	5.97 (5.49-6.51)	7.34 (6.70-7.97)	8.61 (7.81-9.32)	10.1 (9.10-10.9)	11.9 (10.6-12.8)	14.9 (13.1-16.0)	17.7 (15.3-18.9)
4-day	3.63 (3.37-3.96)	4.34 (4.03-4.74)	5.33 (4.93-5.81)	6.20 (5.72-6.75)	7.58 (6.95-8.21)	8.87 (8.07-9.57)	10.4 (9.37-11.2)	12.2 (10.9-13.1)	15.1 (13.3-16.2)	17.9 (15.6-19.1)
7-day	4.33 (4.01-4.72)	5.17 (4.79-5.64)	6.30 (5.82-6.86)	7.29 (6.71-7.92)	8.85 (8.09-9.59)	10.3 (9.34-11.1)	12.0 (10.8-12.9)	13.9 (12.5-15.0)	17.1 (15.1-18.4)	20.0 (17.4-21.5)
10-day	5.01 (4.66-5.43)	5.96 (5.55-6.46)	7.18 (6.67-7.78)	8.23 (7.62-8.90)	9.86 (9.08-10.6)	11.3 (10.4-12.2)	13.0 (11.9-14.0)	15.0 (13.5-16.1)	18.2 (16.2-19.4)	21.0 (18.5-22.5)
20-day	6.77 (6.34-7.29)	7.99 (7.47-8.59)	9.36 (8.73-10.1)	10.5 (9.80-11.3)	12.3 (11.4-13.2)	13.8 (12.8-14.8)	15.6 (14.3-16.7)	17.6 (16.1-18.8)	20.6 (18.7-22.0)	23.3 (20.9-24.9)
30-day	8.43 (7.93-9.01)	9.90 (9.31-10.6)	11.4 (10.7-12.2)	12.7 (11.9-13.5)	14.6 (13.6-15.5)	16.2 (15.1-17.2)	18.0 (16.7-19.1)	20.1 (18.5-21.3)	23.1 (21.2-24.5)	25.7 (23.4-27.4)
45-day	10.6 (10.0-11.3)	12.4 (11.7-13.1)	14.0 (13.3-14.9)	15.4 (14.6-16.3)	17.5 (16.4-18.5)	19.2 (18.0-20.3)	21.1 (19.8-22.3)	23.1 (21.6-24.5)	26.2 (24.3-27.7)	28.7 (26.5-30.5)
60-day	12.8 (12.2-13.5)	14.9 (14.2-15.7)	16.8 (15.9-17.7)	18.3 (17.4-19.3)	20.6 (19.5-21.7)	22.5 (21.3-23.8)	24.6 (23.2-26.0)	26.9 (25.2-28.4)	30.2 (28.2-31.9)	33.0 (30.7-34.8)

[1] Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).

Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.

Please refer to NOAA Atlas 14 document for more information.

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PF graphical

Table F-2
2004-2013 Summary of Events
Producing 0.25 inches of Precipitation or Greater

Year	# of Events[1]
2004	50
2005	47
2006	52
2007	55
2008	49
2009	54
2010	43
2011	69
2012	44
2013	32[2]
Average	**50**

Notes:

(1) Based on Montly Local Climatological Data collected by NOAA at the the Wilkes-Barre/Scranton International Airport weather Station (KAVP).

(2) NOAA data for 2013 is only available through the end of October. There have been 27 recorded events producing 0.25 inches of precipitation or greater through the end of October. Extrapolation was used to approximate the total number of events for the year 2013.

APPENDIX G

PROJECTED ANNUAL BYPLASS FLOWS AND CAPTURE RATES

Table G-1
Projected Annual Bypass Flows and Capture Rates for Each Alternative

			Flows (MGD)			Annual	Bypass Per Event (MGD)[6]			Total Annual Bypass (MG)			Percent Capture		
Event	**No. Days**	**PF[5]**	**Freeland**	**Foster**	**Total**	**Total Flow (MG)**	**Alt. 1**	**Alt. 2**	**Alt. 3**	**Alt. 1**	**Alt. 2**	**Alt. 3**	**Alt. 1**	**Alt. 2**	**Alt. 3**
No Precipitation[1]	226	1.00	0.296	0.243	0.539	121.814	0.000	0.000	0.000	0.000	0.000	0.000	100.00%	100.00%	100.00%
Less than 1"[2]	127	2.23	0.660	0.542	1.202	152.650	0.062	0.000	0.212	7.870	0.000	26.920	94.84%	100.00%	82.36%
1" to 2"[3]	6	3.29	0.974	0.799	1.773	10.640	0.633	0.393	0.783	3.800	2.360	4.700	64.29%	77.82%	55.83%
2" to 3"[3]	4	4.35	1.288	1.057	2.345	9.379	1.205	0.965	1.355	4.819	3.859	5.419	48.62%	58.86%	42.22%
3" to 4"[3]	1	5.41	1.601	1.315	2.916	2.916	1.776	1.536	1.926	1.776	1.536	1.926	39.09%	47.33%	33.95%
5" to 6"[4]	1	7.53	2.229	1.830	4.059	4.059	2.919	2.679	3.069	2.919	2.679	3.069	28.09%	34.00%	24.39%
						301.457				**21.183**	**10.433**	**42.033**	**88.21%**	**94.19%**	**76.60%**
													See Note 7		

Flows (MGD)

Freeland ADF **0.296**
Foster ADF **0.243**

Wyoming Street Pump Station (WSPS) Capacity

1 Pump Capacity **1.14** Alternative 1 (8" Force Main)
1 Pump Capacity **1.38** Alternative 2 (10" Force Main)
1 Pump Capacity **0.99** Alternative 3 (No Action)

Notes:

1. There are 139 days of precipitation in an average year based on NOAA climate normals (1981-2010).
2. NOAA climate normals indicate 131 days with less than 1" of precipitation. However, this number was reduced to account for the actual number of events in excess of 1" (12) which exceeds NOAA's average of 8.
3. Events observed during 2010. The upper limit is used for conservative purposes.
4. The 5.71" event on 10/1/10 correlated to approximately a 50-year storm event.
5. The same peak factor is assumed for both Freeland and Foster flows. This is conservative considering Foster does not have a combined system and therefore would have a lower peak factor.
6. Assumes only one pump in operation.
7. The Presumption Approach per the Environmental Protection Agency Combined Sewer Overflow Policy, dated April 19, 1194 requires "the elimination or the capture for treatment of no less than 85% by volume of the combined sewage collected in the CSS (cominbed sewer system) during precipitation events on a system-wide annual average basis." Therefore, only flow generated during precipitation events is used to calculate capture rate.

Overall Percent Capture Calculations

Total Flow During Precipitation Events = 179.643 MGD
Total Annual Bypass for Alternative 1 = 21.183 MGD Percent Capture = (179.643 - 21.183) / 179.643 = **88.21%**
Total Annual Bypass for Alternative 2 = 10.433 MGD Percent Capture = (179.643 - 10.433) / 179.643 = **94.19%**
Total Annual Bypass for Alternative 3 = 42.033 MGD Percent Capture = (179.643 - 42.033) / 179.643 = **76.60%**

(See following sheet for additional example calculations)

Table G-1
Projected Annual Bypass Flows and Capture Rates for Each Alternative

Description of Information and Example Calculations

The following describes the information contained in each of the columns in the above spreadsheet followed by an example calculation, as applicable. For this description, the **1" to 2"** event is used as an example.

No. Days: Number of days in which precipitation between 1" and 2" is anticipated in an average year. The number of 1" to 2" events observed in 2010 exceeded those include in the NOAA climate normals. Therefore, the higher number was used for conservative purposes.

PF (peaking factor): Based on the correleation equation derived from the 2009 metering program. Uses highest precipitation in range (i.e. 2") — PF = 1.0596 * 2 + 1.1701 = **3.29**

Flows (Freeland): Anticpated flow to the WSPS from Freeland (Sub-Areas 3 and 4) during a 1" to 2" precipitation event. — ADF * PF; (0.296 MGD * 3.29 = **0.974 MGD**)

Flows (Foster): Anticpated flow to the WSPS from Foster Township during a 1" to 2" precipitation event. — ADF * PF; (0.243 MGD *3.29 = **0.799 MGD**)

Flows (Total): Total anticipated flow to the WSPS during a 1" to 2" precipitation event. — Flows (Freeland) + Flows (Foster); (0.974 MGD + 0.799 MGD = **1.773 MGD**)

Annual Total Flow: Total annual anticipated flow to the WSPS resulting from 1" to 2" precipitation events. — No. Days * Flows (Total); (6 days * 1.773 MGD = **10.640 MG**)

Bypass Per Event (Alt. 1): Flow that exceeds the capacity of the WSPS under Alternative 1 during a 1" to 2" precipitation event. — Flow (Total) - 1 Pump Capacity (Alternative 1); (1.773 MGD - 1.14 MGD = **0.633 MGD**)

Bypass Per Event (Alt. 2): Flow that exceeds the capacity of the WSPS under Alternative 2 during a 1" to 2" precipitation event. — Flow (Total) - 1 Pump Capacity (Alternative 2); (1.773 MGD - 1.38 MGD = **0.393 MGD**)

Bypass Per Event (Alt. 3): Fow that exceeds the capacity of the WSPS under Alternative 3 during a 1" to 2" precipitation event. — Flow (Total) - 1 Pump Capacity (Alternative 3); (1.773 MGD - 0.99 MGD = **0.783MGD**)

Total Annual Bypass (Alt. 1): Total annual bypass (CSO discharge) under Alternative 1 resulting from 1" to 2" precipitation events. — No. Days * Bypass Per Event (Alt. 1); (6 days * 0.633 MGD = **3.800 MGD**)

Total Annual Bypass (Alt. 2): Total annual bypass (CSO discharge) under Alternative 2 resulting from 1" to 2" precipitation events. — No. Days * Bypass Per Event (Alt. 2); (6 days * 0.393 MGD = **2.360 MGD**)

Total Annual Bypass (Alt. 3): Total annual bypass (CSO discharge) under Alternative 3 resulting from 1" to 2" precipitation events. — No. Days * Bypass Per Event (Alt. 3); (6 days * 0.783 MGD = **4.700 MGD**)

Percent Capture (Alt. 1): The annual percentage of flow captured at the WSPS (i.e. not resulting in a CSO discharge) under Alternative 1 during 1" to 2" precipitation events. — (Annual Total Flow - Total Annual Bypass (Alt. 1))/Annual Total Flow; ((10.640 MGD - 3.800 MGD)/10.640 MGD = **64.29%**)

Percent Capture (Alt. 2): The annual percentage of flow captured at the WSPS (i.e. not resulting in a CSO discharge) under Alternative 2 during 1" to 2" precipitation events. — (Annual Total Flow - Total Annual Bypass (Alt. 1))/Annual Total Flow; ((10.640 MGD - 2.360 MGD)/10.640 MGD = **77.82%**)

Percent Capture (Alt. 3): The annual percentage of flow captured at the WSPS (i.e. not resulting in a CSO discharge) under Alternative 3 during 1" to 2" precipitation events. — (Annual Total Flow - Total Annual Bypass (Alt. 1))/Annual Total Flow; ((10.640 MGD - 4.700 MGD)/10.640 MGD = **55.83%**)

APPENDIX H

PROPOSED ALIGNMENT GRAPHIC



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APPENDIX I

PERFORMANCE AND SYSTEM CURVES

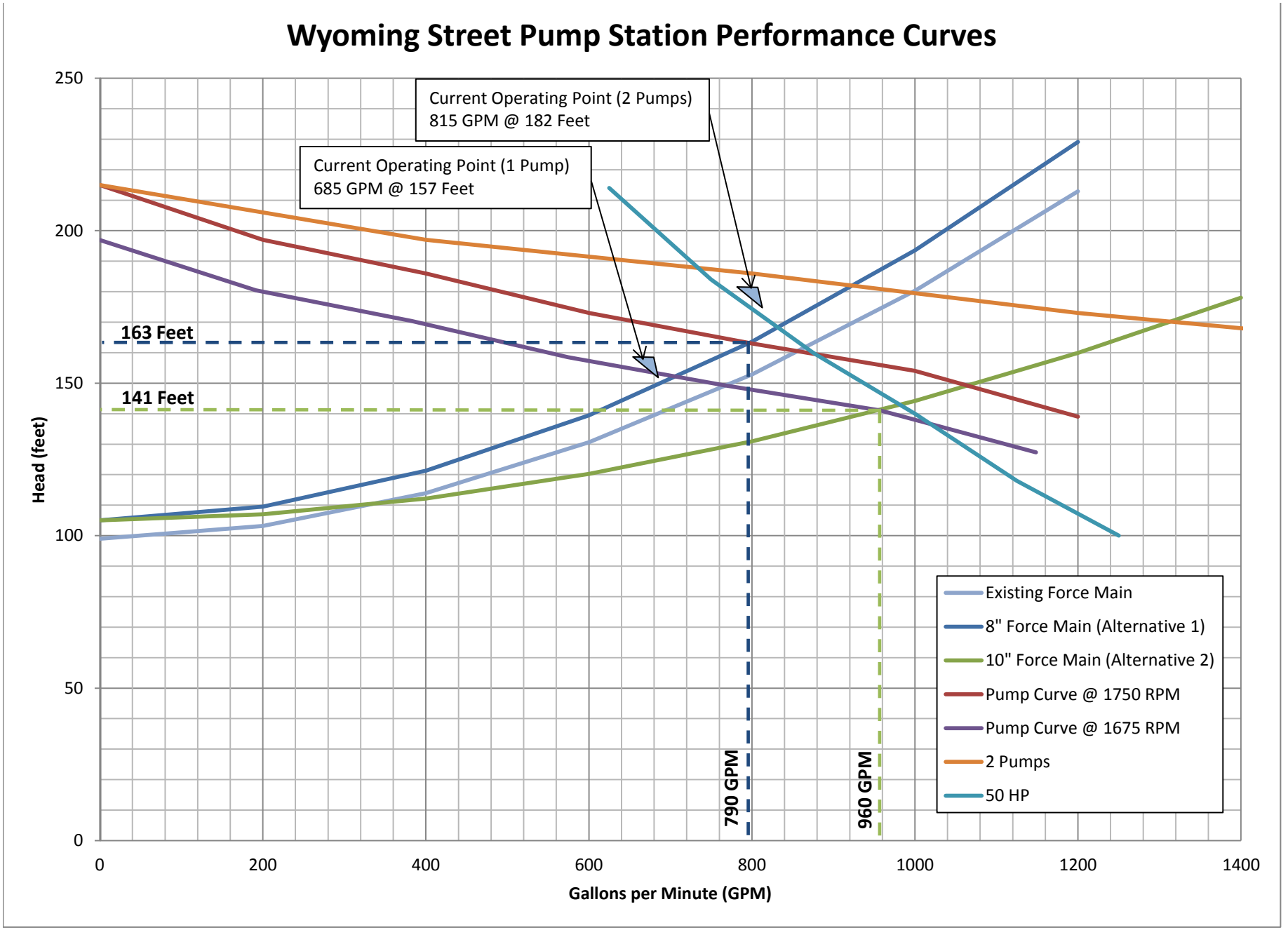

Wyoming Street Pump Station Performance Curves
Current Operating Point (2 Pumps)
815 GPM @ 182 Feet
Current Operating Point (1 Pump)
685 GPM @ 157 Feet
163 Feet
141 Feet
790 GPM
960 GPM
Head (feet)
Gallons per Minute (GPM)
0
50
100
150
200
250
0
200
400
600
800
1000
1200
1400
Existing Force Main
8" Force Main (Alternative 1)
10" Force Main (Alternative 2)
Pump Curve @ 1750 RPM
Pump Curve @ 1675 RPM
2 Pumps
50 HP

Table I-1
System Curve Calculation for New 8" Force Main (Alternative 1)

8" Force Main	
Pump Stop Elev.	1754.00
Pump Start Elev.	
Discharge Elev.	1859.00
STATIC HEAD	105.00

Discription	Pump Pipe Dia. (in) 6 QUANTITY	EQUIV. LENGTH	Pipe Dia. (in) 8 QUANTITY	EQUIV. LENGTH	Pipe Dia. (in) 8 QUANTITY	EQUIV. LENGTH
90 Elbow	3	45.90	1	20.20	1	20.20
45 Elbow	0	0.00	2	18.80	21	197.40
STD Tee (div)	1	31.00	0	0.00	0	0.00
Check valve	1	39.00	0	0.00	0	0.00
Coupling	2	7.96	0	0.00	0	0.00
Gate Valve	1	3.20	2	8.60	1	4.30
STD Tee (->)	0	0.00	1	13.40	0	0.00
Red 1/4	1	8.00	0	0.00	0	0.00
Red 1/2	0	0.00	0	0.00	0	0.00
Red 3/4	1	3.60	0	0.00	0	0.00
Sud. Enl.	0	0.00	0	0.00	1	16.00
Total		138.66		61.00		237.90
Length Of Run		25 ft		63 ft		4400 ft
TOTAL EQUIVALENT LENGTH		164		124		4638
Hazen-Williams Coeff. "C"		120		120		140
Pipe , Type ,Class	DIP	52	DIP	52	PVC	18
Pipe inside diameter		6.28 in		8.39 in		7.98 in

FLOW (GPM)	6" DIP VELOCITY (FT./S)	6" DIP HEAD (FT.)	8" DIP VELOCITY (FT./S)	8" DIP HEAD (FT.)	8" PVC VELOCITY (FT./S)	8" PVC HEAD (FT.)	System Curve (FT.)
0	0.00	0.00	0.00	0.00	0.00	0.00	105.00
200	2.07	0.58	1.16	0.11	1.28	3.83	109.51
400	4.13	2.08	2.32	0.38	2.56	13.80	121.26
600	6.20	4.40	3.47	0.81	3.84	29.21	139.42
800	8.27	7.49	4.63	1.39	5.12	49.74	163.61
1000	10.33	11.32	5.79	2.09	6.40	75.16	193.57
1200	12.40	15.86	6.95	2.93	7.68	105.31	229.10

Table I-2
System Curve Calculation for New 10" Force Main (Alternative 2)

10" Force Main	
Pump Stop Elev.	1754.00
Pump Start Elev.	
Discharge Elev.	1859.00
STATIC HEAD	105.00

Discription	Pump Pipe Dia. (in) 6 QUANTITY	EQUIV. LENGTH	Pipe Dia. (in) 8 QUANTITY	EQUIV. LENGTH	Pipe Dia. (in) 10 QUANTITY	EQUIV. LENGTH
90 Elbow	3	45.90	1	20.20	1	25.30
45 Elbow	0	0.00	2	18.80	21	247.80
STD Tee (div)	1	31.00	0	0.00	0	0.00
Check valve	1	39.00	0	0.00	0	0.00
Coupling	2	7.96	0	0.00	0	0.00
Gate Valve	1	3.20	2	8.60	1	5.30
STD Tee (->)	0	0.00	1	13.40	0	0.00
Red 1/4	1	8.00	0	0.00	0	0.00
Red 1/2	0	0.00	0	0.00	0	0.00
Red 3/4	1	3.60	0	0.00	0	0.00
Sud. Enl.	0	0.00	0	0.00	1	19.00
Total		138.66		61.00		297.40
Length Of Run		25 ft		63 ft		4400 ft
TOTAL EQUIVALENT LENGTH		164		124		4697
Hazen-Williams Coeff. "C"		120		120		140
Pipe , Type ,Class	DIP	52	DIP	52	PVC	18
Pipe inside diameter		6.28 in		8.39 in		9.97 in

FLOW (GPM)	6" DIP VELOCITY (FT./S)	6" DIP HEAD (FT.)	8" DIP VELOCITY (FT./S)	8" DIP HEAD (FT.)	10" PVC VELOCITY (FT./S)	10" PVC HEAD (FT.)	System Curve (FT.)
0	0.00	0.00	0.00	0.00	0.00	0.00	105.00
200	2.07	0.58	1.16	0.11	0.82	1.31	107.00
400	4.13	2.08	2.32	0.38	1.64	4.73	112.19
600	6.20	4.40	3.47	0.81	2.46	10.01	120.23
800	8.27	7.49	4.63	1.39	3.28	17.05	130.93
1000	10.33	11.32	5.79	2.09	4.10	25.77	144.18
1200	12.40	15.86	6.95	2.93	4.92	36.10	159.89
1400	14.47	21.09	8.11	3.90	5.74	48.02	178.01

APPENDIX J

SOILS MAP



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APPENDIX K

PENNSYLVANIA NATURAL DIVERSITY INVENTORY DOCUMENTATION

- **PENNSYLVANIA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES**
- **PENNSYLVANIA GAME COMMISSION**
- **PENNSYLVANIA FISH & BOAT COMMISSION**
- **UNITED STATES FISH & WILDLIFE SERVICE**

pennsylvania
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

BUREAU OF FORESTRY

13 May 2013 **PNDI Number: 22190**

David Wieller
Borough of Freeland Municipal Authority
Email: dwieller@borton-lawson.com (hard copy will not follow)

Re: Borough of Freeland Municipal Authority, Joint Official Sewage Facilities Plan Update
Foster Township, Luzerne County, PA

Dear Mr. Wieller,

Thank you for the submission of the Pennsylvania Natural Diversity Inventory (PNDI) Environmental Review Large Project Number **22190** for review. PA Department of Conservation and Natural Resources screened this project for potential impacts to species and resources under DCNR's responsibility, which includes plants, terrestrial invertebrates, natural communities, and geologic features only.

No Impact Anticipated

PNDI records indicate species or resources under DCNR's jurisdiction are located in the vicinity of the project. However, based on the information you submitted concerning the nature of the project, the immediate location, and our detailed resource information, DCNR has determined that no impact is likely. No further coordination with our agency is needed for this project.

This response represents the most up-to-date review of the PNDI data files and is valid for two years. If project plans change or more information on listed or proposed species becomes available, our determination may be reconsidered. For PNDI project updates, please see the PNHP website at www.naturalheritage.state.pa.us for guidance. As a reminder, this finding applies to potential impacts under DCNR's jurisdiction only. Visit the PNHP website for directions on contacting the Commonwealth's other resource agencies for environmental review. Should you have any questions or concerns, please don't hesitate to contact me at 717.783.7990 or c-sushupp@pa.gov.

Sincerely,

Su Ann Shupp

Su Ann Shupp, Environmental Review Specialist
Pennsylvania Natural Heritage Program
DCNR Bureau of Forestry, Ecological Services Section

Rebecca H. Bowen

Rebecca H. Bowen, Section Chief
Pennsylvania Natural Heritage Program
DCNR Bureau of Forestry, Ecological Services Section

Division of Environmental
Planning and Habitat
Protection
717-783-5957

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Game Commission
2001 ELMERTON AVENUE
HARRISBURG, PA 17110-9797

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CONTRACTS AND PROCUREMENT.....717-787-6594
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WILDLIFE MANAGEMENT.....717-787-5529
INFORMATION & EDUCATION.....717-787-6286
WILDLIFE PROTECTION.....717-783-6526
WILDLIFE HABITAT MANAGEMENT.....717-787-6818
REAL ESTATE DIVISION.....717-787-6568
AUTOMATED TECHNOLOGY SERVICES.....717-787-4076

www.pgc.state.pa.us

May 30, 2013 **Large Project PNDI Review**

David Wieller
3897 Adler Place
Bethlehem, PA 18017

Re: Wyoming Street Pump Station Force Main Replacement
Freeland Borough, Luzerne County, PA

Dear Mr. Weiller,

Thank you for submitting the Pennsylvania Natural Diversity Inventory (PNDI) Large Project Environmental Review request. The Pennsylvania Game Commission (PGC) screened this project for potential impacts to species and resources of concern under PGC responsibility, which includes birds and mammals only.

No Impact Anticipated

PNDI records indicate species or resources of concern are located in the vicinity of the project. However, based on the information you submitted concerning the nature of the project, the immediate location, and our detailed resource information, the PGC has determined that no impact is likely. Therefore, no further coordination with the PGC will be necessary for this project at this time.

This response represents the most up-to-date summary of the PNDI data files and is valid for two (2) years from the date of this letter. An absence of recorded information does not necessarily imply actual conditions on site. Should project plans change or additional information on listed or proposed species become available, this determination may be reconsidered.

Should the proposed work continue beyond the period covered by this letter, please resubmit the project to this agency as an "Update" (including an updated PNDI receipt, project narrative and accurate map). If the proposed work has not changed and no additional information concerning listed species is found, the project will be cleared for PNDI requirements under this agency for two additional years.

This finding applies to impacts to birds and mammals only. To complete your review of state and federally-listed threatened and endangered species and species of special concern, please be sure that the U.S. Fish and Wildlife Service, the PA Department of Conservation and Natural Resources, and/or the PA Fish and Boat Commission have been contacted regarding this project as directed by the online PNDI ER Tool found at www.naturalheritage.state.pa.us.

Sincerely,

John Taucher
Division of Environmental Planning & Habitat Protection
Bureau of Wildlife Habitat Management
Phone: 717-787-4250, Extension 3632
Fax: 717-787-6957
E-mail:jotaucher@pa.gov

A PNHP Partner

Pennsylvania Natural Heritage Program

JWT/jwt

cc: Librandi Mumma
Mowery
File

Pennsylvania Fish & Boat Commission

FAX to: 570-821-1990

established 1866

Division of Environmental Services
Natural Diversity Section
450 Robinson Lane
Bellefonte, PA 16823-9620
(814) 359-5237 Fax: (814) 359-5175
June 3, 2013

IN REPLY REFER TO SIR # 40723

DAVID WIELLER
BORTON LAWSON ENGINEERING
613 BALTIMORE DRIVE, SUITE 300
WILKES-BARRE, PA 18702

RE: Species Impact Review (SIR) - Rare, Candidate, Threatened and Endangered Species
FREELAND BOROUGH AND FOSTER TOWNSHIP JOINT OFFICIAL SEWAGE FACILILITES PLAN UPDATE
PNDI Search Number (if available): LARGE PROJECT REVIEW
FREELAND Township/Borough, LUZERNE County, Pennsylvania

This responds to your inquiry about a Pennsylvania Natural Diversity Inventory (PNDI) Internet Database search "potential conflict" or a threatened and endangered species impact review. These projects are screened for potential conflicts with rare, candidate, threatened or endangered species under Pennsylvania Fish & Boat Commission jurisdiction (fish, reptiles, amphibians, aquatic invertebrates only) using the Pennsylvania Natural Diversity Inventory (PNDI) database and our own files. These species of special concern are listed under the Endangered Species Act of 1973, the Wild Resource Conservation Act, and the Pennsylvania Fish & Boat Code (Chapter 75), or the Wildlife Code.

X ***NO ADVERSE IMPACTS EXPECTED FROM THE PROPOSED PROJECT***

___ Except for occasional transient species, rare, candidate, threatened or endangered species under our jurisdiction are not known to exist in the vicinity of the project area. Therefore, no biological assessment or further consultation regarding rare species is needed with the Commission. Should project plans change, or if additional information on listed or proposed species becomes available, this determination may be reconsidered.

X An element occurrence of a rare, candidate, threatened, or endangered species under our jurisdiction is known from the vicinity of the proposed project. However, given the nature of the proposed project, the immediate location, or the current status of the nearby element occurrence(s), no adverse impacts are expected to the species of special concern.

This response represents the most up-to-date summary of the PNDI data and our files and is valid for two (2) years from the date of this letter. An absence of recorded species information does not necessarily imply species absence. Our data files and the PNDI system are continuously being updated with species occurrence information. Should project plans change or additional information on listed or proposed species become available, this determination may be reconsidered, and consultation shall be re-initiated.

If you have any questions regarding this review, please contact the biologist indicated below:

___ Chris Urban 814-359-5113
___ Douglas Fischer 814-359-5195
X David Lieb 814-359-5234
___ Bob Morgan 814-359-5129

Thank you in advance for your cooperation and attention to this important matter of species conservation and habitat protection.

SIGNATURE: _____ DATE: June 3, 2013
Christopher A. Urban
Chief, Natural Diversity Section

2013-0708

Borton Lawson
ENGINEERING
ARCHITECTURE

To:
Cc:
Date:
Project #:
Folder #:
Initials:

U.S. FISH AND WILDLIFE SERVICE
Pennsylvania Field Office
315 South Allen Street, Suite 322
State College, Pennsylvania 16801-4850

No federally listed species under our jurisdiction is known or likely to occur in the project area. This determination is valid for two years. Should project plans change, or if additional information on listed species become available, this determination may be reconsidered.

Supervisor 7/10/13

June 10, 2013

United States Fish & Wildlife Service
Endangered Species Section
315 South Allen Street, Suite 322
State College, PA 16801

RE: Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update
USFWS Tracking No. 2013-0708

BL No.: 2011-2762-01

To Whom It May Concern:

The purpose of this letter is to document correspondence between our office and United States Fish and Wildlife Service (USFWS).

Borton-Lawson submitted a Pennsylvania Natural Diversity Inventory (PNDI) search request for the aforementioned project on April 22, 2013. The request was received by USFWS on April 23, 2013 and assigned the tracking number of 2013-0708.

I followed up with the request on May 28, 2013 via a phone conversation with Diane Thees and was informed that USFWS was operating under an approximate 60-day review period due to lack of staff. I followed up with USFWS again on June 10, 2013 and Ms. Thees confirmed once more that USFWS was operating under an approximate 60-day review period.

We are hopeful that our request will be addressed within the 60-day timeframe. Funding for the project is currently in place and the Freeland Municipal Authority has received bids and is ready to award the project.

Please do not hesitate to contact me if you have questions regarding this project at 484.821.0470, Ext. 2116 or email at dwieller@borton-lawson.com.

Sincerely,

David M. Wieller, P.E.
Senior Project Engineer

DMW

WILKES-BARRE
613 Baltimore Drive
Suite 300
Wilkes-Barre, PA
18702

(P) 570.821.1994
(F) 570.821.1990

borton-lawson.com

\olympia\Projects\2762-01\DOCS\Act 537 Plan Update\Correspondence\PNDI\ltr20130610-US Fish-dmw.doc

Borton Lawson
ENGINEERING
ARCHITECTURE

April 22, 2013

Department of Conservation & Natural Resources
Bureau of Forestry, Ecological Services Section
400 Market Street
P.O. Box 8552
Harrisburg, PA 17105

RE: Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update

Fed Ex. #: 7995 8161 7232

BL No.: 2011-2762-01

To Whom It May Concern:

Borton-Lawson is currently updating the Joint Official Sewage Facilities Plan for the Freeland Borough and Foster Township. The project will replace an aging and associated gravity sewer pipe which conveys sewage flows from the Wyoming Street Pump Station to Freeland's sewage treatment plant.

The overall project length is approximately 6,800 feet. The total area of disturbance is estimated to be 1.07 acres. The project will be located in areas which have previously been disturbed including roadways, railroad grades and existing utility easements. More detailed information is included in the attached supplement project narrative.

The proposed force main alignment has been designed to minimize impacts to wetlands as can be seen from the enclosed supporting documentation.

We are requesting a database search of Species of Special Concerns for the project area in order to avoid impacts to endangered or threatened species that may be located in the project area. Enclosed is a copy of the USGS Freeland, PA Quadrangle with the project extent delineated as is a CD containing GIS shapefiles of the project area.

To further assist the review process, color photographs and an associated photograph key sheet is included which includes numerous photographs from the project area. The photograph key maps identifies the location and direction of each photograph.

A Pennsylvania Natural Diversity Inventory (PNDI) search for the project was recently performed and a copy of the previous results (no conflicts) is included.

WILKES-BARRE
613 Baltimore Drive
Suite 300
Wilkes-Barre, PA
18702

(P) 570.821.1994
(F) 570.821.1990

borton-lawson.com

Your written response is required for plan completion. If you have questions regarding this project, please do not hesitate to contact me at 484.821.0470, Ext. 2116 or email at dwieller@borton-lawson.com.

Sincerely,

David M. Wieller, P.E.
Senior Project Engineer

Enclosure
DMW/dth

From: trackingupdates@fedex.com
To: Debra T. Heffelfinger
Subject: FedEx Shipment 799581617232 Delivered
Date: Tuesday, April 23, 2013 10:06:12 AM

This tracking update has been requested by:

Company Name:	BORTON LAWSON ENGINEERING
Name:	David M. Wieller
E-mail:	dheffelfinger@borton-lawson.com

Our records indicate that the following shipment has been delivered:

Reference:	2011-2762-01
Ship (P/U) date:	Apr 22, 2013
Delivery date:	Apr 23, 2013 9:56 AM
Sign for by:	C.OUTLAW
Delivery location:	HARRISBURG, PA
Delivered to:	Shipping/Receiving
Service type:	FedEx Standard Overnight
Packaging type:	FedEx Envelope
Number of pieces:	1
Weight:	0.50 lb.
Special handling/Services:	Deliver Weekday
Tracking number:	799581617232

Shipper Information	Recipient Information
David M. Wieller	Bureau of Forestry
BORTON LAWSON ENGINEERING	Dept. of Conservation & Natural Res
3897 Adler Place	400 Market Street
Suite 350	P.O. Box 8552
Bethlehem	HARRISBURG
PA	PA
US	US
18017	17105

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Thank you for your business.

Borton Lawson
ENGINEERING
ARCHITECTURE

April 22, 2013

Pennsylvania Game Commission
Bureau of Wildlife Habitat Management
Division of Environmental Planning & Habitat Protection
2001 Elmerton Avenue
Harrisburg, PA 17110-9797

RE: Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update

Fed Ex. #: 7995 8167 4813

BL No.: 2011-2762-01

To Whom It May Concern:

Borton-Lawson is currently updating the Joint Official Sewage Facilities Plan for the Freeland Borough and Foster Township. The project will replace an aging and associated gravity sewer pipe which conveys sewage flows from the Wyoming Street Pump Station to Freeland's sewage treatment plant.

The overall project length is approximately 6,800 feet. The total area of disturbance is estimated to be 1.07 acres. The project will be located in areas which have previously been disturbed including roadways, railroad grades and existing utility easements. More detailed information is included in the attached supplement project narrative.

The proposed force main alignment has been designed to minimize impacts to wetlands as can be seen from the enclosed supporting documentation.

We are requesting a database search of Species of Special Concerns for the project area in order to avoid impacts to endangered or threatened species that may be located in the project area. Enclosed is a copy of the USGS Freeland, PA Quadrangle with the project extent delineated as is a CD containing GIS shapefiles of the project area.

To further assist the review process, color photographs and an associated photograph key sheet is included which includes numerous photographs from the project area. The photograph key maps identifies the location and direction of each photograph.

A Pennsylvania Natural Diversity Inventory (PNDI) search for the project was recently performed and a copy of the previous results (no conflicts) is included.

WILKES-BARRE
613 Baltimore Drive
Suite 300
Wilkes-Barre, PA
18702

(P) 570.821.1994
(F) 570.821.1990

borton-lawson.com

Your written response is required for plan completion. If you have questions regarding this project, please do not hesitate to contact me at 484.821.0470, Ext. 2116 or email at dwieller@borton-lawson.com.

Sincerely,

David M. Wieller, P.E.
Senior Project Engineer

Enclosure
DMW/dth

From: trackingupdates@fedex.com
To: Debra T. Heffelfinger
Subject: FedEx Shipment 799581674813 Delivered
Date: Tuesday, April 23, 2013 10:06:08 AM

This tracking update has been requested by:

Company Name:	BORTON LAWSON ENGINEERING
Name:	David M. Wieller
E-mail:	dheffelfinger@borton-lawson.com

Our records indicate that the following shipment has been delivered:

Reference:	2011-2762-01
Ship (P/U) date:	Apr 22, 2013
Delivery date:	Apr 23, 2013 9:56 AM
Sign for by:	C.OUTLAW
Delivery location:	HARRISBURG, PA
Delivered to:	Shipping/Receiving
Service type:	FedEx Standard Overnight
Packaging type:	FedEx Envelope
Number of pieces:	1
Weight:	0.50 lb.
Special handling/Services:	Deliver Weekday
Tracking number:	799581674813

Shipper Information	Recipient Information
David M. Wieller	Bureau of Wildlife Habitat Mgmt.
BORTON LAWSON ENGINEERING	Pa. Game Commission
3897 Adler Place	2001 Elmerton Avenue
Suite 350	HARRISBURG
Bethlehem	PA
PA	US
US	17110
18017	

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Thank you for your business.

Borton Lawson
ENGINEERING
ARCHITECTURE

April 22, 2013

Pennsylvania Fish & Boat Commission
Natural Diversity Section
450 Robinson Lane
Bellefonte, PA 16823

RE: Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update

Fed Ex. #: 7995 8173 3621

BL No.: 2011-2762-01

To Whom It May Concern:

Borton-Lawson is currently updating the Joint Official Sewage Facilities Plan for the Freeland Borough and Foster Township. The project will replace an aging and associated gravity sewer pipe which conveys sewage flows from the Wyoming Street Pump Station to Freeland's sewage treatment plant.

The overall project length is approximately 6,800 feet. The total area of disturbance is estimated to be 1.07 acres. The project will be located in areas which have previously been disturbed including roadways, railroad grades and existing utility easements. More detailed information is included in the attached supplement project narrative.

The proposed force main alignment has been designed to minimize impacts to wetlands as can be seen from the enclosed supporting documentation.

We are requesting a database search of Species of Special Concerns for the project area in order to avoid impacts to endangered or threatened species that may be located in the project area. Enclosed is a copy of the USGS Freeland, PA Quadrangle with the project extent delineated as is a CD containing GIS shapefiles of the project area.

To further assist the review process, color photographs and an associated photograph key sheet is included which includes numerous photographs from the project area. The photograph key maps identifies the location and direction of each photograph.

A Pennsylvania Natural Diversity Inventory (PNDI) search for the project was recently performed and a copy of the previous results (no conflicts) is included.

WILKES-BARRE
613 Baltimore Drive
Suite 300
Wilkes-Barre, PA
18702

(P) 570.821.1994
(F) 570.821.1990

borton-lawson.com

Your written response is required for plan completion. If you have questions regarding this project, please do not hesitate to contact me at 484.821.0470, Ext. 2116 or email at dwieller@borton-lawson.com.

Sincerely,

David M. Wieller, P.E.
Senior Project Engineer

Enclosure
DMW/dth

From: trackingupdates@fedex.com
To: Debra T. Heffelfinger
Subject: FedEx Shipment 799581774687 Delivered
Date: Tuesday, April 23, 2013 1:03:16 PM

This tracking update has been requested by:

Company Name:	BORTON LAWSON ENGINEERING
Name:	David M. Wieller
E-mail:	dheffelfinger@borton-lawson.com

Our records indicate that the following shipment has been delivered:

Reference:	2011-2762-01
Ship (P/U) date:	Apr 22, 2013
Delivery date:	Apr 23, 2013 1:01 PM
Sign for by:	D.THEES
Delivery location:	STATE COLLEGE, PA
Delivered to:	Receptionist/Front Desk
Service type:	FedEx Standard Overnight
Packaging type:	FedEx Envelope
Number of pieces:	1
Weight:	0.50 lb.
Special handling/Services:	Deliver Weekday
Tracking number:	799581774687

Shipper Information	Recipient Information
David M. Wieller	Endangered Species Section
BORTON LAWSON ENGINEERING	US Fish & Wildlife Service
3897 Adler Place	315 South Allen Street, Suite 322
Suite 350	STATE COLLEGE
Bethlehem	PA
PA	US
US	16801
18017	

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Thank you for your business.

Borton Lawson
ENGINEERING
ARCHITECTURE

April 22, 2013

United States Fish & Wildlife Service
Endangered Species Section
315 South Allen Street, Suite 322
State College, PA 16801

RE: Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update

Fed Ex. #: 7995 8177 4687

BL No.: 2011-2762-01

To Whom It May Concern:

Borton-Lawson is currently updating the Joint Official Sewage Facilities Plan for the Freeland Borough and Foster Township. The project will replace an aging and associated gravity sewer pipe which conveys sewage flows from the Wyoming Street Pump Station to Freeland's sewage treatment plant.

The overall project length is approximately 6,800 feet. The total area of disturbance is estimated to be 1.07 acres. The project will be located in areas which have previously been disturbed including roadways, railroad grades and existing utility easements. More detailed information is included in the attached supplement project narrative.

The proposed force main alignment has been designed to minimize impacts to wetlands as can be seen from the enclosed supporting documentation.

We are requesting a database search in order to avoid impacts to federally listed endangered or threatened species that may be located within the project area. Enclosed is a copy of the USGS Freeland, PA Quadrangle with the project extent delineated as is a CD containing GIS shapefiles of the project area.

To further assist the review process, color photographs and an associated photograph key sheet is included which includes numerous photographs from the project area. The photograph key maps identifies the location and direction of each photograph.

A Pennsylvania Natural Diversity Inventory (PNDI) search for the project was recently performed and a copy of the previous results (no conflicts) is included.

WILKES-BARRE
613 Baltimore Drive
Suite 300
Wilkes-Barre, PA
18702

(P) 570.821.1994
(F) 570.821.1990

borton-lawson.com

Your written response is required for plan completion. If you have questions regarding this project, please do not hesitate to contact me at 484.821.0470, Ext. 2116 or email at dwieller@borton-lawson.com.

Sincerely,

David M. Wieller, P.E.
Senior Project Engineer

Enclosure
DMW/dth

From: trackingupdates@fedex.com
To: Debra T. Heffelfinger
Subject: FedEx Shipment 799581733621 Delivered
Date: Tuesday, April 23, 2013 10:23:36 AM

This tracking update has been requested by:

Company Name:	BORTON LAWSON ENGINEERING
Name:	David M. Wieller
E-mail:	dheffelfinger@borton-lawson.com

Our records indicate that the following shipment has been delivered:

Reference:	2011-2462-01
Ship (P/U) date:	Apr 22, 2013
Delivery date:	Apr 23, 2013 10:19 AM
Sign for by:	T.ALEXANDER
Delivery location:	BELLEFONTE, PA
Delivered to:	Receptionist/Front Desk
Service type:	FedEx Standard Overnight
Packaging type:	FedEx Envelope
Number of pieces:	1
Weight:	0.50 lb.
Special handling/Services:	Deliver Weekday
Tracking number:	799581733621

Shipper Information	Recipient Information
David M. Wieller	Natural Diversity Section
BORTON LAWSON ENGINEERING	Pa. Fish & Boat Commission
3897 Adler Place	450 Robinson Lane
Suite 350	BELLEFONTE
Bethlehem	PA
PA	US
US	16823
18017	

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Thank you for your business.

Pennsylvania Natural Diversity Inventory
LARGE PROJECT FORM

How to Use the PNDI Large Project Form

If your Project is a "Large Project"— too large/long to search on the online system
Projects are considered "Large Projects" when the ENTIRE project is:

- Linear/Large Projects that exceed the PNDI online project size limits of 10 miles in length or 1200 acres
- Township-wide, Countywide or Statewide Projects. Examples: Act 537 Sewage Plans, Wind Farms, Roadway Improvements exceeding map limits above.

Due to system limitations and agency requirements, projects should not be submitted piecemeal. The entire project area including roads and infrastructure should be submitted as a single unit.

What to Send to Jurisdictional Agencies

Send the following information to all of the agencies listed on the Large Project Form.

Check-list of Minimum Materials to be submitted:
_X_ Completed Large Project Form
_X_ Supplemental project narrative with a description of the overall project, the work to be performed, current physical characteristics of the site and acreage to be impacted.
_X_ USGS 7.5-minute Quadrangle with project boundary clearly indicated, and quad name on the map

The inclusion of the following information may expedite the review process.
_X_ GIS shapefiles depicting the project extent
_X_ A basic site plan (particularly showing the relationship of the project to the physical features such as wetlands, streams, ponds, rock outcrops, etc.)
_X_ Color photos keyed to the basic site plan (i.e. showing on the site plan where and in what direction each photo was taken and the date of the photos)
____ Information about the presence and location of wetlands in the project area, and how this was determined (e.g., by a qualified wetlands biologist), if wetlands are present in the project area, provide project plans showing the location of all project features, as well as wetlands and streams

PNDI Large Project Form Definitions

Applicant: Person that owns the property or is proposing the project or activity

Contact Person: Person to receive response if different than applicant (e.g. Consultant)

Project Name: Descriptive title of project (e.g. Twin Pines Subdivision, Miller Bridge Replacement)

Proposed Activity: Include ALL earth disturbance activities for project (e.g. for a timber sale—include stream crossings, cutting areas and new roadway accesses). Also include Current Conditions (e.g. housing, farmland, current land cover), and how Construction/Maintenance Activity is to be accomplished

Total Acres of Property: Entire site acreage (e.g. timber sale property—including road access (200 acres)

Acreage to be Impacted: Disturbance acreage (e.g. timber sale—if the property is 200 acres, but only 100 acres will be disturbed, for example: cutting on 90 acres, a road impacting 10 acres); include all temporary and permanent activities

Pennsylvania Natural Diversity Inventory
LARGE PROJECT FORM

This form provides site information necessary to perform an Environmental Review for special concern species and resources listed under the Endangered Species Act of 1973, the Wild Resource Conservation Act, the Pennsylvania Fish and Boat Code or the Pennsylvania Game and Wildlife Code.

Applicant Information

Name: Borough Of Freeland Municipal Authority
Address: 711 Birkbeck Street, Freeland, Pa 18224
Phone Number: 570.636.1733 Fax Number: 570.636.1700

Contact Person Information - if different from applicant

Name: David Wieller
Address: 3897 Adler Place, Bethlehem, Pa 18017
Phone Number: 484.821.0470 Fax Number: 484.821.0474
Email: dwieller@borton-lawson.com

Project Information

Project Name: Wyoming Street Pump Station Force Main Replacement
Project Reference Point (center point of project): Latitude: 41D 01' 08" Longitude: 75D 53' 29" Datum: NAD 83 PA State
Municipality: Freeland Borough County: Luzerne
☒ Attach a copy of a U.S.G.S. 7 ½ Minute Quadrangle Map with Project Boundaries clearly marked.
U.S.G.S. Quad Name: Freeland
Provide GIS shapefiles showing the project boundary (strongly recommended)

Project Description

Proposed Project Activity (including ALL earth disturbance areas and current conditions)

A new 10" force main will replace an aging 8" force main. The force main will discharge into a 15" gravity sanitary sewer sewer which will replace existing 12" gravity sewer. The overall length of the project is approximatley 6,800 feet. A significant portion of the project is located with paved areas and the remainder of the project is located in areas which have been previoulsy disturbed.

Total Acres of Property: 1.07 Acreage to be Impacted: 1.07

1. Will the entire project occur in or on an existing building, parking lot, driveway, road, maintained road shoulder, street, runway, paved area, railroad bed, or maintained lawn? Yes ☐ No ☒
2. Are there any waterways or waterbodies (intermittent or perennial rivers, streams, creeks, tributaries, lakes or ponds) in or near the project area, or on the land parcel? If so, how many feet away is the project?
   Yes ☒ Crossing Feet No ☐
3. Are wetlands located in or within 300 feet of the project area? Yes ☒ No ☐ If No, is this the result of a wetland delineation?
4. How many acres of tree removal, tree cutting or forest clearing will be necessary to implement all aspects of this project? 0.14

Dept. of Conservation and Natural Resources
Bureau of Forestry, Ecological Services Section
400 Market St., PO Box 8552
Harrisburg, PA 17105
fax: 717-772-0271

PA Game Commission
Bureau of Wildlife Habitat Management
Division of Environmental Planning & Habitat Protection
2001 Elmerton Avenue
Harrisburg, PA 17110-9797

PA Fish and Boat Commission
Natural Diversity Section
450 Robinson Lane
Bellefonte, PA 16823

US Fish and Wildlife Service
Endangered Species Biologist
315 South Allen St., Suite 322
State College, PA 16801
no faxes please

Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update

SUPPLEMENTAL PROJECT NARRATIVE

The Freeland Borough and Foster Township are updating the Joint Official Sewage Facilities Plan to include the replacement of an existing 8-inch cast iron force main with a new 10" AWWA C900 force main from the Wyoming Street Pump Station to the gravity sewer system on Dewey Street. In addition, the existing 10-inch gravity sewer running from Dewey Street to the Wastewater Treatment Plant will be upsized with a 15-inch diameter PVC sewer main.

The purpose of the project is to increase the capacity of the Wyoming Street Pump Station, thereby reducing the frequency of combined sewer overflows.

Approximately 4,600 feet of force main will be constructed. The force main will begin at the Wyoming Street Pump Station and parallel Wyoming Street for 400 feet within an area which has previously been disturbed by utility installation. There is a small emergent wetland located in the vicinity of the pump station which will be impacted to the minimal extent possible. As seen on the enclosed force main alignment plan, the existing force main is located within wetlands and replacement in place was not considered due to the impact of wetlands which would be required.

The force main will then cross an upland forested area for 400 feet before following an abandoned railroad grade to Carbon Street. Once across Carbon Street, the force main will follow an abandoned railroad grade for approximately 400 feet. There will be an open-cut crossing of an unnamed tributary to Black Creek. The force main will cross South Street (SR 940) and will be installed within existing pavement for the remainder of the alignment.

The gravity sewer portion of the project will begin at the terminus of the force main which is located along an alley near Highland Street. The gravity sewer portion will consist of approximately 2,200 feet of new 15-inch pipe, 1,600 feet of which will be installed within pavement. The new gravity sewer pipe will replace existing 12-inch terra cotta pipe. The last 600 feet of the project will cross upland forest within an existing utility easement. This area was previously disturbed by the construction of the existing gravity sewer line.

All pipe installation via completed by open-cut methods. The total area of disturbance is approximately 1.07 acres. No existing buildings or structures will be disturbed.

A wetland delineation was performed by Borton-Lawson in 2012.

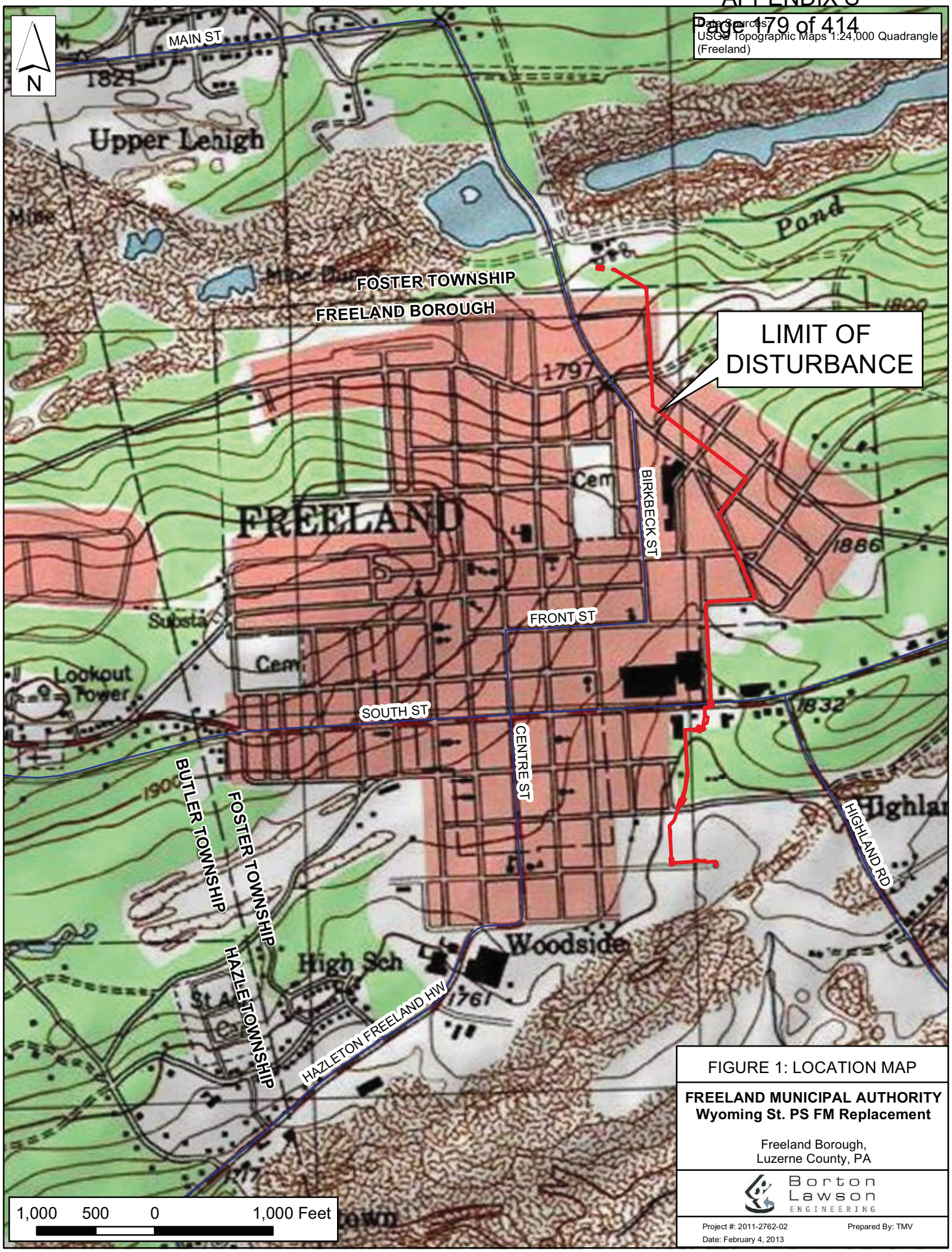


FIGURE 1: LOCATION MAP

FREELAND MUNICIPAL AUTHORITY
Wyoming St. PS FM Replacement

Freeland Borough,
Luzerne County, PA

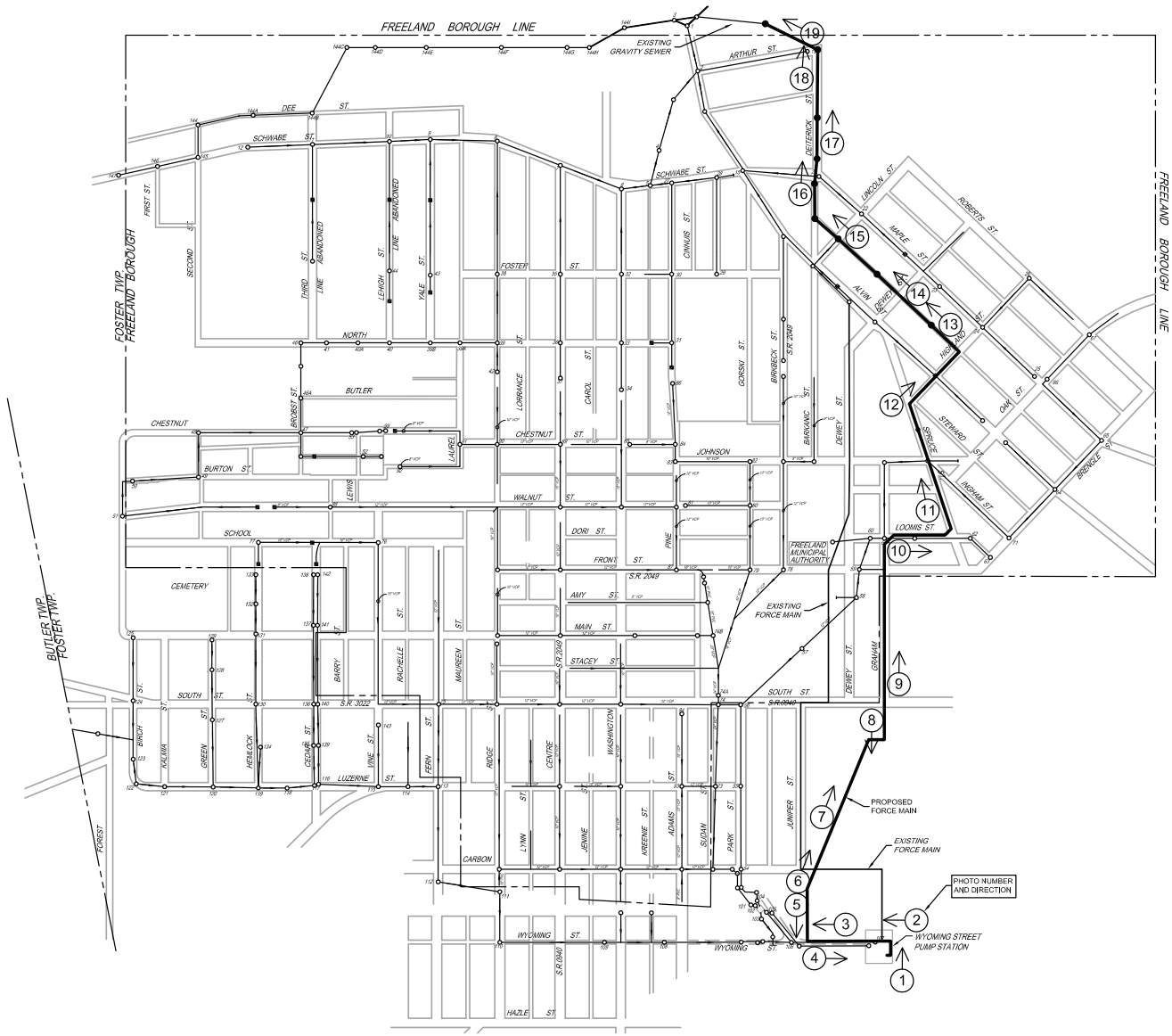
Borton Lawson ENGINEERING

Project #: 2011-2762-02 Prepared By: TMV
Date: February 4, 2013

P:\2762-02\DATA\GIS\MXD\Location_Map.mxd



P:\2762-02\DATA\GIS\MXD\Wetland_Report\Freeland_Force_Main_Wetland_Delineation_Map.mxd



NOTE:

ALL LOCATIONS ARE APPROXIMATE. THIS SCHEMATIC IS PROVIDED TO SHOW THE APPROXIMATE OVERALL EXTENT OF THE PROJECT.

0' 300' 600' 900'

P:\2762x\10\DOCS\ACT 537 PLAN UPDATE\CORRESPONDENCE\PND\PHOTO MAP.DWG - 4/22/2013 12:44 PM, DMW

Borton Lawson
ENGINEERING ARCHITECTURE
www.borton-lawson.com

Bethlehem
Canton
Nazareth
Pittsburgh
State College
Towanda
Wilkes-Barre

WILKES-BARRE
613 Baltimore Drive
Suite 300
Wilkes-Barre, PA. 18702
Phone: 570-821-1999
Fax: 570-821-1990

811 Know what's below. Call before you dig.

CALL
PA ONE CALL
SYSTEM TOLL FREE
THREE DAYS BEFORE YOU DIG
811
or
1-800-242-1776

	DATE	DESCRIPTION		DATE	DESCRIPTION

SEALS

DRAWING TITLE & PROJECT NAME

PHOTO KEY MAP

BOROUGH OF FREELAND MUNICIPAL AUTHORITY
WYOMING STREET PUMP STATION
FORCE MAIN REPLACEMENT
BOROUGH OF FREELAND & FOSTER TOWNSHIP , LUZERNE COUNTY , PENNSYLVANIA

DRAWN BY	KRM
CHECKED BY	DMW
DATE	FEBRUARY 28, 2013
PROJECT NUMBER	2011-2762-02
DRAWING NUMBER	C100

Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update
Photographs of Project Site



Photo 1 – Wyoming Street Pump Station – The proposed force main will be installed along the fence on the right side of the photograph.



Photo 2 – Wyoming Street Pump Station – The proposed force main will be installed within the fenced area and then along the utility poles visible in the distance.

Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update
Photographs of Project Site



Photo 3 – Access Road to Wyoming Street Pump Station – The proposed force main will be installed just to the right of the utility poles within the open area.



Photo 4 – Access Road to Wyoming Street Pump Station – The proposed force main will be installed just to the left of the utility poles within the open area.

Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update
Photographs of Project Site



Photo 5 – Forested Area – The proposed force main will be installed within the forested area adjacent to an abandoned railroad grade.



Photo 6 – Abandoned Railroad Grade – The proposed force main will be installed an abandoned railroad grade.

Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update
Photographs of Project Site

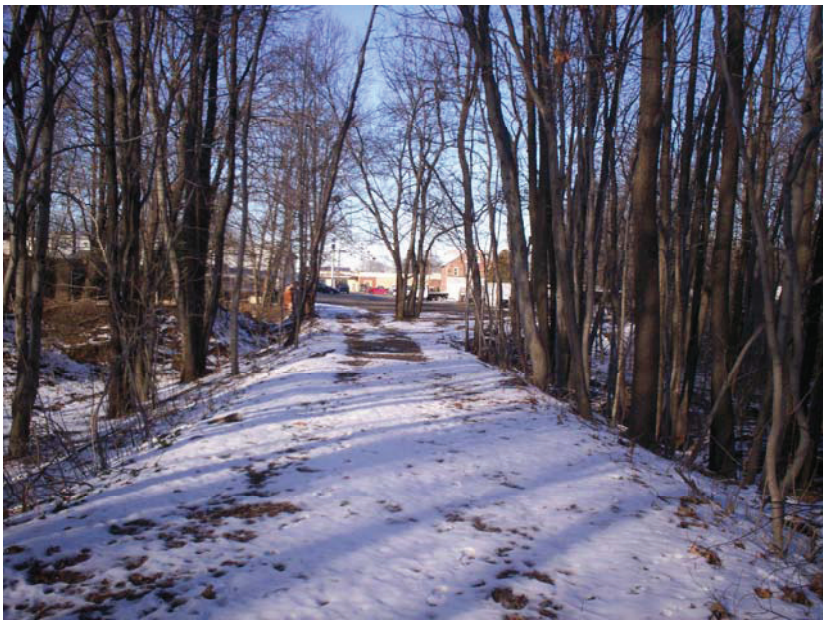


Photo 7 – Abandoned Railroad Grade – The proposed force main will be installed an abandoned railroad grade.



Photo 8 – Unnamed Tributary to Black Creek – The proposed force main will be installed across the tributary via open-cut methods.

Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update
Photographs of Project Site



Photo 9 – Graham Street – The proposed force main will be installed within the pavement.



Photo 10 – Loomis Street – The proposed force main will be installed within the pavement.

Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update
Photographs of Project Site



Photo 11 – Spruce Street – The proposed force main will be installed within the pavement.



Photo 12 – Highland Street – The proposed force main will be installed within the pavement.

Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update
Photographs of Project Site



Photo 13 – Alley – The proposed force main will transition to gravity sewer near this location. Installation will be within the pavement.



Photo 14 – Alley – The proposed gravity sewer will be installed within the pavement.

Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update
Photographs of Project Site



Photo 15 – Deiterick Street – The proposed gravity sewer replace the existing gravity sewer in place, which is located within the pavement.



Photo 16 – Deiterick Street – The proposed gravity sewer replace the existing gravity sewer in place, which is located within the pavement.

Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update
Photographs of Project Site



Photo 17 – Deiterick Street – The proposed gravity sewer will replace the existing gravity sewer in place, which is located within the pavement.



Photo 18 – Deiterick Street – The proposed gravity sewer will replace the existing gravity sewer in place, which is located within the pavement, then within the open space beyond.

Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update
Photographs of Project Site



Photo 19 – Forested Area – The proposed gravity sewer will replace the existing gravity sewer in place, which is located within a forested area.

PNDI Project Environmental Review Receipt Project Search ID: 20130205389415

1. PROJECT INFORMATION

Project Name: **Freeland Force Main**
Date of review: **2/5/2013 8:22:11 AM**
Project Category: **Water extraction/transfer,Water line construction**
Project Length: **6944.4** feet
County: **Luzerne** Township/Municipality: **Foster,Freeland**
Quadrangle Name: **FREELAND** ~ ZIP Code: **18224**
Decimal Degrees: **41.021387 N, -75.893039 W**
Degrees Minutes Seconds: **41° 1' 17" N, -75° 53' 34.9" W**



2. SEARCH RESULTS

Agency	Results	Response
PA Game Commission	No Known Impact	No Further Review Required
PA Department of Conservation and Natural Resources	No Known Impact	No Further Review Required
PA Fish and Boat Commission	No Known Impact	No Further Review Required
U.S. Fish and Wildlife Service	No Known Impact	No Further Review Required

As summarized above, Pennsylvania Natural Diversity Inventory (PNDI) records indicate no known impacts to threatened and endangered species and/or special concern species and resources within the project area. Therefore, based on the information you provided, no further coordination is required with the jurisdictional agencies. This response does not reflect potential agency concerns regarding impacts to other ecological resources, such as wetlands.

3. AGENCY COMMENTS

Regardless of whether a DEP permit is necessary for this proposed project, any potential impacts to threatened and endangered species and/or special concern species and resources must be resolved with the appropriate jurisdictional agency. In some cases, a permit or authorization from the jurisdictional agency may be needed if adverse impacts to these species and habitats cannot be avoided.

These agency determinations and responses are **valid for two years** (from the date of the review), and are based on the project information that was provided, including the exact project location; the project type, description, and features; and any responses to questions that were generated during this search. If any of the following change: 1) project location, 2) project size or configuration, 3) project type, or 4) responses to the questions that were asked during the online review, the results of this review are not valid, and the review must be searched again via the PNDI Environmental Review Tool and resubmitted to the jurisdictional agencies. The PNDI tool is a primary screening tool, and a desktop review may reveal more or fewer impacts than what is listed on this PNDI receipt. The jursidictional agencies **strongly advise against** conducting surveys for the species listed on the receipt prior to consultation with the agencies.

PA Game Commission

RESPONSE: No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

PA Department of Conservation and Natural Resources

RESPONSE: No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

PA Fish and Boat Commission

RESPONSE: No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

U.S. Fish and Wildlife Service

RESPONSE: No impacts to **federally** listed or proposed species are anticipated. Therefore, no further consultation/coordination under the Endangered Species Act (87 Stat. 884, as amended; 16 U.S.C. 1531 *et seq.* is required. Because no take of federally listed species is anticipated, none is authorized. This response does not reflect potential Fish and Wildlife Service concerns under the Fish and Wildlife Coordination Act or other authorities.

4. DEP INFORMATION

The Pa Department of Environmental Protection (DEP) requires that a signed copy of this receipt, along with any required documentation from jurisdictional agencies concerning resolution of potential impacts, be submitted with applications for permits requiring PNDI review. For cases where a "Potential Impact" to threatened and endangered species has been identified before the application has been submitted to DEP, the application should not be submitted until the impact has been resolved. For cases where "Potential Impact" to special concern species and resources has been identified before the application has been submitted, the application should be submitted to DEP along with the PNDI receipt. The PNDI Receipt should also be submitted to the appropriate agency according to directions on the PNDI Receipt. DEP and the jurisdictional agency will work together to resolve the potential impact(s). See the DEP PNDI policy at http://www.naturalheritage.state.pa.us.

PNDI Project Environmental Review Receipt Project Search ID: 20130205389415

5. ADDITIONAL INFORMATION

The PNDI environmental review website is a **preliminary** screening tool. There are often delays in updating species status classifications. Because the proposed status represents the best available information regarding the conservation status of the species, state jurisdictional agency staff give the proposed statuses at least the same consideration as the current legal status. If surveys or further information reveal that a threatened and endangered and/or special concern species and resources exist in your project area, contact the appropriate jurisdictional agency/agencies immediately to identify and resolve any impacts.

For a list of species known to occur in the county where your project is located, please see the species lists by county found on the PA Natural Heritage Program (PNHP) home page (www.naturalheritage.state.pa.us). Also note that the PNDI Environmental Review Tool only contains information about species occurrences that have actually been reported to the PNHP.

6. AGENCY CONTACT INFORMATION

PA Department of Conservation and Natural Resources
Bureau of Forestry, Ecological Services Section
400 Market Street, PO Box 8552, Harrisburg, PA. 17105-8552
Fax:(717) 772-0271

U.S. Fish and Wildlife Service
Endangered Species Section
315 South Allen Street, Suite 322, State College, PA. 16801-4851
NO Faxes Please.

PA Fish and Boat Commission
Division of Environmental Services
450 Robinson Lane, Bellefonte, PA. 16823-7437
NO Faxes Please

PA Game Commission
Bureau of Wildlife Habitat Management
Division of Environmental Planning and Habitat Protection
2001 Elmerton Avenue, Harrisburg, PA. 17110-9797
Fax:(717) 787-6957

7. PROJECT CONTACT INFORMATION

Name: Lisa Clementoni
Company/Business Name: Barton Lawson
Address: 1013 Baltimore Dr. , Ste. 300
City, State, Zip: Wilkes-Barre , PA 18702
Phone:(570) 821-1994 x 279 Fax:(570) 821-1990
Email: lclementoni@barton-lawson.com

8. CERTIFICATION

I certify that ALL of the project information contained in this receipt (including project location, project size/configuration, project type, answers to questions) is true, accurate and complete. In addition, if the project type, location, size or configuration changes, or if the answers to any questions that were asked during this online review change, I agree to re-do the online environmental review.

Lisa M. Clementoni 2-5-13
applicant/project proponent signature date

APPENDIX L

PENNSYLVANIA HISTORIC MUSEUM COMMISSION CORRESPONDENCE

Borton Lawson
ENGINEERING
ARCHITECTURE

LETTER OF TRANSMITTAL

TO: PA Historical and Museum Commission
Bureau of Historic Preservation
400 North Street
Second Floor

DATE: April 5, 2012
ATTN: Bureau of Historic Preservation
RE: Freeland Municipal Authority Official Sewage Facilities Plan Update, Luzerne County, PA

FROM: David Wieller
OFFICE: Bethlehem

PROJECT NUMBER: 2011-2762-01

WE ARE SENDING YOU THE FOLLOWING ITEMS: ☒ Attached ☐ Under separate cover

☐ Shop Drawings ☐ Prints ☐ Plans ☐ Samples
☐ Copy of Letter ☐ Change Order ☐ Specifications
☒ Other: Cultural Resource Notice Package

COPIES:	DATE:	NO.:	DESCRIPTION:
1			Cultural Resource Notice (CRN)
1			Project Narrative
1			Planning Area Map

THESE ARE TRANSMITTED AS CHECKED BELOW:

☐ For approval ☐ Approved as submitted ☐ Resubmit 0 copies for approval
☐ For your use ☐ Approved as noted ☐ Submit 0 copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return 0 corrected prints
☒ For your review and comment ☐ Prints returned after loan to us
☐ For bids due ☐ Other:

REMARKS:

Please find the enclosed Cultural Resource Notice for The Borough of Freeland Municipal Authority Official Sewage Facilities Plan Update. Do not hesitate to contact me if you have any questions.

David Wieller
484.821.0470 x2116

SENT VIA:

☐ USPS ☐ Email ☒ FedEx ☐ Fax
☐ Pick-up ☐ Courier Delivery ☐ Other:

COPY TO: Freeland Municipal Authority **SIGNED:** David Wieller

TOK:

If enclosures are not as noted, kindly notify us at once.

Bethlehem
Canton
Nazareth
Pittsburgh
State College
Towanda
Wilkes-Barre

BETHLEHEM
3897 Adler Place
Bethlehem, PA 18017

Phone: 484.821.0470
Fax: 484.821.0474

borton-lawson.com

0120-PM-PY0003 Rev. 5/2006
NOTICE

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

CULTURAL RESOURCE NOTICE

DEP USE ONLY
Date Received

Read the instructions before completing this form.

SECTION A. APPLICANT IDENTIFIER

Applicant Name: The Borough of Freeland Municipal Authority
Street Address: 711 Birkbeck Street
City: Freeland State: PA Zip: 18224
Telephone Number: 570-636-1733

Project Title: The Borough of Freeland Municipal Authority-Official Sewage Facilities Plan Update

SECTION B. LOCATION OF PROJECT

Municipality: Freeland County Name: Luzerne DEP County Code: 40

SECTION C. PERMITS OR APPROVALS

Name of Specific DEP Permit or Approval Requested: Sewage Planning Approval

Anticipated federal permits:

- ☐ Surface Mining
- ☐ Army Corps of Engineers
- ☐ 401 Water Quality Certification
- ☐ 404 Water Quality Permit
- ☐ Federal Energy Regulatory Commission
- ☐ Other:

SECTION D. GOVERNMENT FUNDING SOURCES

- ☐ State: (Name)
- ☐ Local: (Name)
- ☒ Federal: (Name) USDA Rural Development
- ☐ Other: (Name)

SECTION E. RESPONSIBLE DEP REGIONAL, CENTRAL, DISTRICT MINING or OIL & GAS MGMT OFFICE

DEP Regional Office Responsible for Review of Permit Application

- ☐ Central Office (Harrisburg)
- ☐ Southeast Regional Office (Norristown)
- ☒ Northeast Regional Office (Wilkes-Barre)
- ☐ Southcentral Regional Office (Harrisburg)
- ☐ Northcentral Regional Office (Williamsport)
- ☐ Southwest Regional Office (Pittsburgh)
- ☐ Northwest Regional Office (Meadville)
- ☐ District Mining Office:
- ☐ Oil & Gas Office:

SECTION F. RESPONSIBLE COUNTY CONSERVATION DISTRICT, if applicable.

County Conservation District	Telephone Number, if known
Luzerne County Conservation District	(570) 674-7991

SECTION G. CONSULTANT

Consultant, if applicable: Borton-Lawson / Samantha Albert
Street Address: 613 Baltimore Drive, Suite 300
City: Wilkes-Barre State: PA Zip: 18702-7903
Telephone Number: (570) 821-1999 ext. 243

0120-PM-PY0003 Rev. 5/2006

SECTION H. PROJECT BOUNDARIES AND DESCRIPTION

REQUIRED

Indicate the total acres in the property under review. Of this acreage, indicate the total acres of earth disturbance for the proposed activity.

Attach a 7.5' U.S.G.S. Map indicating the defined boundary of the proposed activity.

Attach photographs of any building over 50 years old. Indicate what is to be done to all buildings in the project area.

Attach a narrative description of the proposed activity.

Attach the return receipt of delivery of this notice to the Pennsylvania Historical and Museum Commission.

REQUESTED

Attach photographs of any building over 40 years old.

Attach site map, if available.

SECTION I. SIGNATURE BLOCK

Applicant's Signature	Date of Submission of Notice to PHMC
Thomas Zaleski	4/4/12

PHMC – PROJECT NARRATIVE

The Borough of Freeland Municipal Authority Official Sewage Facilities Plan is being updated to include the replacement of an existing 8-inch cast iron force main with a new 10" AWWA C900 force main from the Wyoming Street Pump Station to the gravity sewer system on Dewey Street. In addition, the existing 10-inch gravity sewer running from Dewey Street to the Wastewater Treatment Plant will be upsized with a 15-inch diameter PVC sewer main.

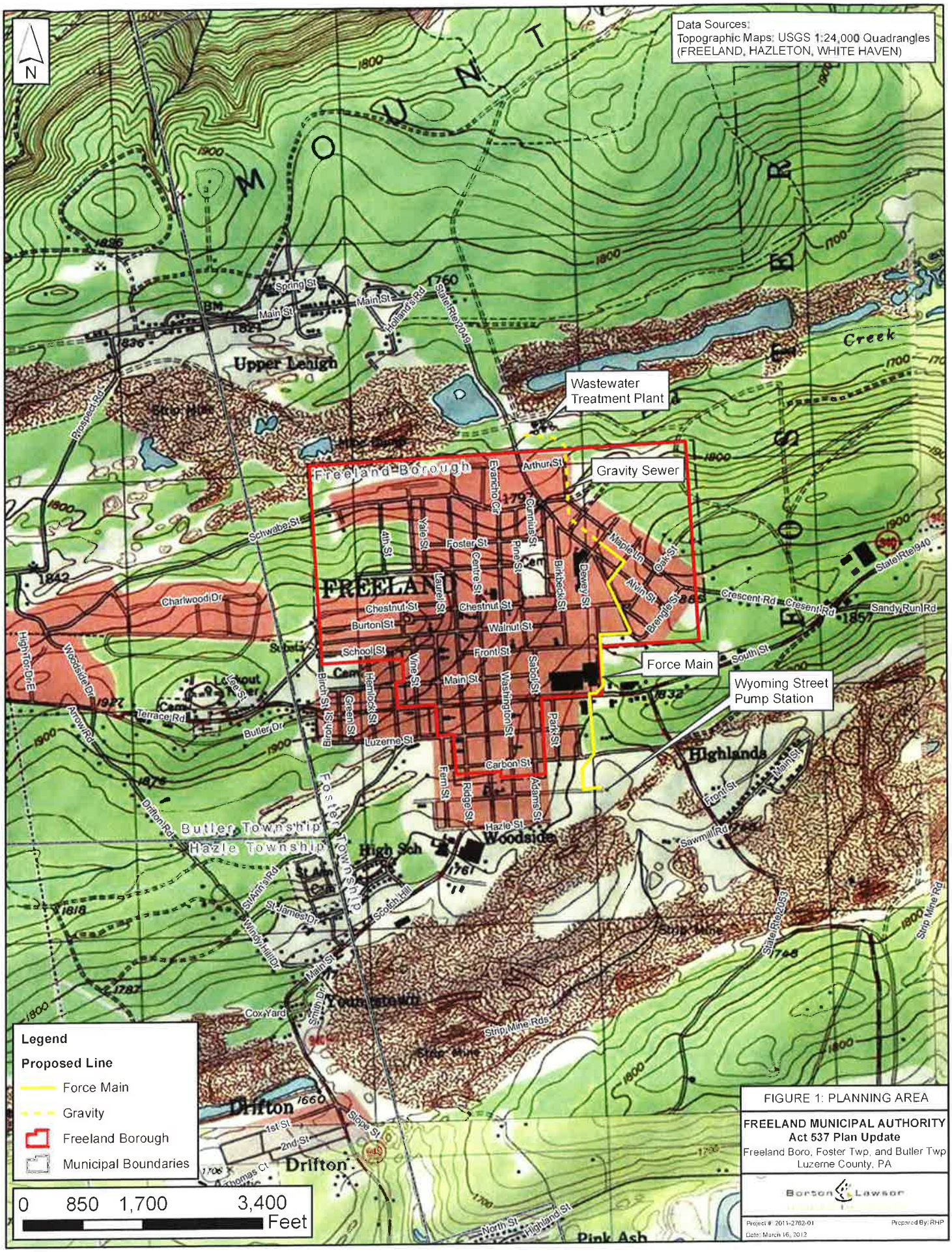
Approximately 4,800 feet of force main will be constructed. The force main will begin at the Wyoming Street Pump Station and parallel Wyoming Street for 400 feet. There is a small emergent wetland located in the vicinity of the pump station which will be impacted to the minimal extent possible.

The force main will then cross an upland forested area for 400 feet before following an abandoned railroad grade to Carbon Street. Once across Carbon Street, the force main will follow an abandoned railroad grade for approximately 400 feet. At this point, the force main will be installed within existing pavement for the remainder of the alignment.

The gravity sewer portion of the project consists of approximately 2,200 feet of new 15-inch pipe, 1,600 feet of which will be installed within pavement. The last 600 feet of the project will cross upland forest within an existing utility easement.

The total area of disturbance is approximately 0.87 acres. No existing buildings or structures will be disturbed.

A copy of the USGS 7.5-minute Quadrangle for Freeland with the project location is included.


Data Sources:
Topographic Maps: USGS 1:24,000 Quadrangles
(FREELAND, HAZLETON, WHITE HAVEN)
N
Wastewater Treatment Plant
Gravity Sewer
Force Main
Wyoming Street Pump Station
Freeland Borough
FREELAND
Upper Lehigh
Butler Township
Hazle Township
Foster Township
Highlands
Woodside
Drifton
Pink Ash
Legend
Proposed Line
Force Main
Gravity
Freeland Borough
Municipal Boundaries
0 850 1,700 3,400
Feet
FIGURE 1: PLANNING AREA
FREELAND MUNICIPAL AUTHORITY
Act 537 Plan Update
Freeland Boro, Foster Twp, and Butler Twp
Luzerne County, PA
Borton Lawson
Project #: 2011-2762-01
Date: March 16, 2012
Prepared By: RHP

Commonwealth of Pennsylvania
Pennsylvania Historical and Museum Commission
Bureau for Historic Preservation
Commonwealth Keystone Building, 2nd Floor
400 North Street
Harrisburg, PA 17120-0093
www.phmc.state.pa.us

SRB
PAD
MJW
ADMIN
LJS
WSB
APR 2 8 2012
CORRESPONDENCE
AGREEMENT
CONTRACT/DESIGN
PROJECT NO

April 24, 2012

EXPEDITE REVIEW USE
SHP REFERENCE NUMBER

David Wieller
Borton-Lawson
3897 Adler Place
Bethlehem, PA 18017

Re: File No. ER 2004-2663-079-C
USDA Sewage Planning Approval:
Freeland Municipal Authority Official Sewage
Facilities Plan Update, Force Main Replacement
Freeland Borough, Luzerne County

Dear Mr. Wieller:

The Bureau for Historic Preservation (the State Historic Preservation Office) has reviewed the above named project in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended in 1980 and 1992, and the regulations (36 CFR Part 800) of the Advisory Council on Historic Preservation. These requirements include consideration of the project's potential effect upon both historic and archaeological resources.

Based on our survey files, which include both archaeological sites and standing structures, there are no National Register eligible or listed historic or archaeological properties in the area of this proposed project.

Therefore, your responsibility for consultation for this project is complete. However, should you encounter archaeological resources during construction, please notify the Bureau for Historic Preservation at (717) 783-8946.

Sincerely,

Douglas C. McLearen, Chief
Division of Archaeology &
Protection

cc: DEP, Northeast Regional Office

DCM/tmw

APPENDIX M

DETAILED COST ESTIMATES

Table M-1
Estimate of Probable Construction Costs
Alternative 1

Description	Unit of Measure	Quantity	Unit Price	Extended Bid
Mobilization and Demobilization	Lump Sum	1	$20,000.00	$ 20,000.00
Erosion and Sediment Pollution Control Including Temporary Seeding	Lump Sum	1	$3,500.00	$ 3,500.00
Maintenance and Protection of Traffic	Lump Sum	1	$2,500.00	$ 2,500.00
Clearing and Grubbing	Lump Sum	1	$4,500.00	$ 4,500.00
Pre-Construction Video Inspection of Existing 10" and 12" Sanitary Sewer, Any Depth	Linear Feet	1130	$1.33	$ 1,502.90
12" PVC SDR-35 Gravity Sewer with Select Backfill, 10-12 Feet Deep	Linear Feet	5	$210.00	$ 1,050.00
15" PVC SDR-35 Gravity Sewer with Select Backfill, 0-6 Feet Deep	Linear Feet	130	$78.00	$ 10,140.00
15" PVC SDR-35 Gravity Sewer with Select Backfill, 6-8 Feet Deep	Linear Feet	395	$76.50	$ 30,217.50
15" PVC SDR-35 Gravity Sewer with Select Backfill, 8-10 Feet Deep	Linear Feet	849	$89.00	$ 75,561.00
15" PVC SDR-35 Gravity Sewer with Select Backfill, 10-12 Feet Deep	Linear Feet	300	$131.00	$ 39,300.00
15" PVC SDR-35 Gravity Sewer with Non-Select Backfill, 0-6 Feet Deep	Linear Feet	75	$79.00	$ 5,925.00
15" PVC SDR-35 Gravity Sewer with Non-Select Backfill, 6-8 Feet Deep	Linear Feet	387	$59.00	$ 22,833.00
15" PVC SDR-26 Gravity Sewer with Non-Select Backfill, 6-8 Feet Deep	Linear Feet	5	$250.00	$ 1,250.00
15" PVC SDR-35 Gravity Sewer with Non-Select Backfill, 8-10 Feet Deep	Linear Feet	10	$140.00	$ 1,400.00
15" PVC SDR-35 Gravity Sewer with Non-Select Backfill, 10-12 Feet Deep	Linear Feet	10	$150.00	$ 1,500.00
Sewer Lateral Reconnection to New 15" Gravity Sewer via Wye, any size and depth	Linear Feet	1	$1,800.00	$ 1,800.00
8" PVC C900 Force Main with Select Backfill, any depth	Linear Feet	2656	$ 40.00	$ 106,240.00
8" PVC C900 Force Main with Non-Select Backfill, any depth	Linear Feet	1930	$ 34.00	$ 65,620.00
Concrete Encasement of Force Main, Any Depth	Linear Feet	20	$95.00	$ 1,900.00
4 FT. Dia. Manhole with Select Backfill, 0 to 6 Feet Deep	EACH	1	$3,400.00	$ 3,400.00
4 FT. Dia. Manhole with Select Backfill, 6 to 8 Feet Deep	EACH	3	$3,800.00	$ 11,400.00
4 FT. Dia. Manhole with Select Backfill, 8 to 10 Feet Deep	EACH	2	$4,200.00	$ 8,400.00
4 FT. Dia. Manhole with Select Backfill, 10 to 12 Feet Deep	EACH	2	$4,500.00	$ 9,000.00

Table M-1
Estimate of Probable Construction Costs
Alternative 1

4 FT. Dia. Outside Drop Manhole with Select Backfill, 8 to 10 Feet Deep	EACH	1	$4,200.00	$ 4,200.00
4 FT. Dia. Manhole with Non-Select Backfill, 0 to 6 Feet Deep	EACH	1	$3,800.00	$ 3,800.00
4 FT. Dia. Manhole with Non-Select Backfill, 6 to 8 Feet Deep	EACH	1	$3,800.00	$ 3,800.00
4 FT. Dia. Manhole with Non-Select Backfill, 8 to 10 Feet Deep	EACH	1	$3,800.00	$ 3,800.00
4 FT. Dia. Manhole with Non-Select Backfill, 10 to 12 Feet Deep	EACH	1	$3,800.00	$ 3,800.00
8" Plug Valve with Valve Box, Any Depth	EACH	1	$3,200.00	$ 3,200.00
Air Release Valve with Manhole, Any Depth	EACH	3	$6,500.00	$ 19,500.00
Foster Township Sewer Connection Vault with associated piping and appurtenances	Lump Sum	1	$18,000.00	$ 18,000.00
Temporary Pavement Restoration Over Trenches Outside of State Highway Right-of-Way	Linear Feet	500	$10.50	$ 5,250.00
Temporary Pavement Restoration Over Trenches in State Highway Right-of-Way	Linear Feet	30	$12.00	$ 360.00
Permanent Pavement Restoration Over Trenches Outside of State Highway Right-of-Way Without Full Width Milling and Wearing Course Overlay	Linear Feet	4300	$28.00	$ 120,400.00
Permanent Pavement Restoration Over Trenches in State Highway Right-of-Way	Linear Feet	40	$125.00	$ 5,000.00
Bituminous Concrete Full Width Mill and Overlay in State Highway Right-of-Way, Superpave Asphalt Mixture Design, HMA Wearing Course, PG64-22, 3<10 million ESAL's, 9.5 mm Mix, 1.5" Compacted Depth, SRL-H	Square Yard	40	$85.00	$ 3,400.00
Bituminous Concrete Full Width Mill and Overlay Outside of State Highway Right-of-Way, Superpave Asphalt Mixture Design, HMA Wearing Course, PG64-22, 0 to 0.3 million ESAL's, 9.5 mm Mix, 1.5" Compacted Depth, SRL-H	Square Yard	2000	$13.50	$ 27,000.00
6" Crushed Stone Aggregate (No. 2A) Permanent Surface Restoration Over Trenches in Unpaved Areas	Linear Feet	50	$10.00	$ 500.00
Topsoil, Seeding, Soil Supplements and Mulching, Permanent Landscape Surface Restoration Over Trenches	Linear Feet	2300	$4.00	$ 9,200.00

Table M-1
Estimate of Probable Construction Costs
Alternative 1

Test Pits for Field Verification of Existing Utility Crossings, as Noted or Where Directed	EACH	30	$125.00	$ 3,750.00
Overexcavation, When Authorized and Where Directed	Cubic Yard	100	$40.00	$ 4,000.00
Boring and Jacking of SR 0940 with 18" Steel Casing and 10" Ductile Iron Carrier Pipe	Linear Feet	66	$325.00	$ 21,450.00
			Total	$ 689,349.40
			Say	**$ 690,000.00**

Table M-2
Estimate of Probable Construction Costs
Alternative 2

Description	Unit of Measure	Quantity	Unit Price	Extended Bid
Mobilization and Demobilization	Lump Sum	1	$20,000.00	$ 20,000.00
Erosion and Sediment Pollution Control Including Temporary Seeding	Lump Sum	1	$3,500.00	$ 3,500.00
Maintenance and Protection of Traffic	Lump Sum	1	$2,500.00	$ 2,500.00
Clearing and Grubbing	Lump Sum	1	$4,500.00	$ 4,500.00
Pre-Construction Video Inspection of Existing 10" and 12" Sanitary Sewer, Any Depth	Linear Feet	1130	$1.33	$ 1,502.90
12" PVC SDR-35 Gravity Sewer with Select Backfill, 10-12 Feet Deep	Linear Feet	5	$210.00	$ 1,050.00
15" PVC SDR-35 Gravity Sewer with Select Backfill, 0-6 Feet Deep	Linear Feet	130	$78.00	$ 10,140.00
15" PVC SDR-35 Gravity Sewer with Select Backfill, 6-8 Feet Deep	Linear Feet	395	$76.50	$ 30,217.50
15" PVC SDR-35 Gravity Sewer with Select Backfill, 8-10 Feet Deep	Linear Feet	849	$89.00	$ 75,561.00
15" PVC SDR-35 Gravity Sewer with Select Backfill, 10-12 Feet Deep	Linear Feet	300	$131.00	$ 39,300.00
15" PVC SDR-35 Gravity Sewer with Non-Select Backfill, 0-6 Feet Deep	Linear Feet	75	$79.00	$ 5,925.00
15" PVC SDR-35 Gravity Sewer with Non-Select Backfill, 6-8 Feet Deep	Linear Feet	387	$59.00	$ 22,833.00
15" PVC SDR-26 Gravity Sewer with Non-Select Backfill, 6-8 Feet Deep	Linear Feet	5	$250.00	$ 1,250.00
15" PVC SDR-35 Gravity Sewer with Non-Select Backfill, 8-10 Feet Deep	Linear Feet	10	$140.00	$ 1,400.00
15" PVC SDR-35 Gravity Sewer with Non-Select Backfill, 10-12 Feet Deep	Linear Feet	10	$150.00	$ 1,500.00
Sewer Lateral Reconnection to New 15" Gravity Sewer via Wye, any size and depth	Linear Feet	1	$1,800.00	$ 1,800.00
8" PVC C900 Force Main with Select Backfill, any depth	Linear Feet	10	$150.00	$ 1,500.00
10" PVC C900 Force Main with Select Backfill, any depth	Linear Feet	2646	$44.00	$ 116,424.00
10" PVC C900 Force Main with Non-Select Backfill, any depth	Linear Feet	1930	$38.00	$ 73,340.00
Concrete Encasement of Force Main, Any Depth	Linear Feet	20	$95.00	$ 1,900.00
4 FT. Dia. Manhole with Select Backfill, 0 to 6 Feet Deep	EACH	1	$3,400.00	$ 3,400.00
4 FT. Dia. Manhole with Select Backfill, 6 to 8 Feet Deep	EACH	3	$3,800.00	$ 11,400.00
4 FT. Dia. Manhole with Select Backfill, 8 to 10 Feet Deep	EACH	2	$4,200.00	$ 8,400.00

Table M-2
Estimate of Probable Construction Costs
Alternative 2

4 FT. Dia. Manhole with Select Backfill, 10 to 12 Feet Deep	EACH	2	$4,500.00	$ 9,000.00
4 FT. Dia. Outside Drop Manhole with Select Backfill, 8 to 10 Feet Deep	EACH	1	$4,200.00	$ 4,200.00
4 FT. Dia. Manhole with Non-Select Backfill, 0 to 6 Feet Deep	EACH	1	$3,800.00	$ 3,800.00
4 FT. Dia. Manhole with Non-Select Backfill, 6 to 8 Feet Deep	EACH	1	$3,800.00	$ 3,800.00
4 FT. Dia. Manhole with Non-Select Backfill, 8 to 10 Feet Deep	EACH	1	$3,800.00	$ 3,800.00
4 FT. Dia. Manhole with Non-Select Backfill, 10 to 12 Feet Deep	EACH	1	$3,800.00	$ 3,800.00
10" Plug Valve with Valve Box, Any Depth	EACH	1	$3,200.00	$ 3,200.00
Air Release Valve with Manhole, Any Depth	EACH	3	$6,500.00	$ 19,500.00
Foster Township Sewer Connection Vault with associated piping and appurtenances	Lump Sum	1	$18,000.00	$ 18,000.00
Temporary Pavement Restoration Over Trenches Outside of State Highway Right-of-Way	Linear Feet	500	$10.50	$ 5,250.00
Temporary Pavement Restoration Over Trenches in State Highway Right-of-Way	Linear Feet	30	$12.00	$ 360.00
Permanent Pavement Restoration Over Trenches Outside of State Highway Right-of-Way Without Full Width Milling and Wearing Course Overlay	Linear Feet	4300	$28.00	$ 120,400.00
Permanent Pavement Restoration Over Trenches in State Highway Right-of-Way	Linear Feet	40	$125.00	$ 5,000.00
Bituminous Concrete Full Width Mill and Overlay in State Highway Right-of-Way, Superpave Asphalt Mixture Design, HMA Wearing Course, PG64-22, 3<10 million ESAL's, 9.5 mm Mix, 1.5" Compacted Depth, SRL-H	Square Yard	40	$85.00	$ 3,400.00
Bituminous Concrete Full Width Mill and Overlay Outside of State Highway Right-of-Way, Superpave Asphalt Mixture Design, HMA Wearing Course, PG64-22, 0 to 0.3 million ESAL's, 9.5 mm Mix, 1.5" Compacted Depth, SRL-H	Square Yard	2000	$13.50	$ 27,000.00
6" Crushed Stone Aggregate (No. 2A) Permanent Surface Restoration Over Trenches in Unpaved Areas	Linear Feet	50	$10.00	$ 500.00

Table M-2
Estimate of Probable Construction Costs
Alternative 2

Topsoil, Seeding, Soil Supplements and Mulching, Permanent Landscape Surface Restoration Over Trenches	Linear Feet	2300	$4.00	$ 9,200.00
Test Pits for Field Verification of Existing Utility Crossings, as Noted or Where Directed	EACH	30	$125.00	$ 3,750.00
Overexcavation, When Authorized and Where Directed	Cubic Yard	100	$40.00	$ 4,000.00
Boring and Jacking of SR 0940 with 18" Steel Casing and 10" Ductile Iron Carrier Pipe	Linear Feet	66	$325.00	$ 21,450.00
			Total	$ 708,753.40
			Say	**$ 710,000.00**

Table M-3
Estimate of Probable Construction Costs
Alternative 4

Description	Unit of Measure	Quantity	Unit Price	Extended Bid
Mobilization and Demobilization	Lump Sum	1	$ 22,843.00	$ 22,843.00
Erosion and Sediment Pollution Control Including Temporary Seeding	Lump Sum	1	$ 12,297.15	$ 12,297.15
Maintenance and Protection of Traffic	Lump Sum	1	$ 7,600.77	$ 7,600.77
Clearing and Grubbing	Lump Sum	1	$ 11,753.46	$ 11,753.46
Pre-Construction Video Inspection of Existing 10" and 12" Sanitary Sewer, Any Depth	Linear Feet	1130	$ 4.26	$ 4,818.15
12" PVC SDR-35 Gravity Sewer with Select Backfill, 10-12 Feet Deep	Linear Feet	5	$ 144.00	$ 720.00
15" PVC SDR-35 Gravity Sewer with Select Backfill, 0-6 Feet Deep	Linear Feet	130	$ 78.40	$ 10,192.50
15" PVC SDR-35 Gravity Sewer with Select Backfill, 6-8 Feet Deep	Linear Feet	395	$ 83.79	$ 33,097.96
15" PVC SDR-35 Gravity Sewer with Select Backfill, 8-10 Feet Deep	Linear Feet	849	$ 95.27	$ 80,880.31
15" PVC SDR-35 Gravity Sewer with Select Backfill, 10-12 Feet Deep	Linear Feet	300	$ 110.23	$ 33,069.23
15" PVC SDR-35 Gravity Sewer with Non-Select Backfill, 0-6 Feet Deep	Linear Feet	75	$ 66.65	$ 4,999.04
15" PVC SDR-35 Gravity Sewer with Non-Select Backfill, 6-8 Feet Deep	Linear Feet	387	$ 67.13	$ 25,978.12
15" PVC SDR-26 Gravity Sewer with Non-Select Backfill, 6-8 Feet Deep	Linear Feet	5	$ 108.00	$ 540.00
15" PVC SDR-35 Gravity Sewer with Non-Select Backfill, 8-10 Feet Deep	Linear Feet	10	$ 91.38	$ 913.85
15" PVC SDR-35 Gravity Sewer with Non-Select Backfill, 10-12 Feet Deep	Linear Feet	10	$ 98.31	$ 983.08
Sewer Lateral Reconnection to New 15" Gravity Sewer via Wye, any size and depth	Linear Feet	1	$ 1,556.54	$ 1,556.54
8" PVC C900 Force Main with Select Backfill, any depth	Linear Feet	10	$ 178.92	$ 1,789.23
10" PVC C900 Force Main with Select Backfill (parallel pipes in common trench), any depth	Linear Feet	2646	$ 130.06	$ 344,142.83
10" PVC C900 Force Main with Non-Select Backfill (single pipe in trench), any depth	Linear Feet	110	$ 56.31	$ 6,193.85
10" PVC C900 Force Main with Non-Select Backfill (parallel pipe in common trench), any depth	Linear Feet	1820	$ 112.62	$ 204,960.00
Concrete Encasement of Force Main, Any Depth	Linear Feet	40	$ 136.46	$ 5,458.46
4 FT. Dia. Manhole with Select Backfill, 0 to 6 Feet Deep	EACH	1	$ 2,928.46	$ 2,928.46

Table M-3
Estimate of Probable Construction Costs
Alternative 4

4 FT. Dia. Manhole with Select Backfill, 6 to 8 Feet Deep	EACH	3	$ 3,388.08	$ 10,164.23
4 FT. Dia. Manhole with Select Backfill, 8 to 10 Feet Deep	EACH	2	$ 3,741.92	$ 7,483.85
4 FT. Dia. Manhole with Select Backfill, 10 to 12 Feet Deep	EACH	2	$ 4,301.15	$ 8,602.31
4 FT. Dia. Manhole with Non-Select Backfill, 0 to 6 Feet Deep	EACH	1	$ 2,866.92	$ 2,866.92
4 FT. Dia. Manhole with Non-Select Backfill, 6 to 8 Feet Deep	EACH	1	$ 3,800.00	$ 3,800.00
4 FT. Dia. Manhole with Non-Select Backfill, 8 to 10 Feet Deep	EACH	1	$ 3,800.00	$ 3,800.00
4 FT. Dia. Manhole with Non-Select Backfill, 10 to 12 Feet Deep	EACH	1	$ 3,800.00	$ 3,800.00
10" Plug Valve with Valve Box, Any Depth	EACH	2	$ 3,800.00	$ 7,600.00
Air Release Valve Vault	EACH	4	$ 11,292.50	$ 45,170.00
Foster Township Sewer Connection Vault with associated piping and appurtenances	Lump Sum	1	$ 14,489.00	$ 14,489.00
Force Main Terminus Vault (Manhole A)	Lump Sum	1	$ 9,200.00	$ 9,200.00
Temporary Pavement Restoration Over Trenches Outside of State Highway Right-of-Way	Linear Feet	500	$ 8.20	$ 4,101.92
Temporary Pavement Restoration Over Trenches in State Highway Right-of-Way	Linear Feet	30	$ 16.79	$ 503.77
Permanent Pavement Restoration Over Trenches Outside of State Highway Right-of-Way Without Full Width Milling and Wearing Course Overlay	Linear Feet	4300	$ 29.39	$ 126,370.38
Permanent Pavement Restoration Over Trenches in State Highway Right-of-Way	Linear Feet	40	$ 113.24	$ 4,529.54
Bituminous Concrete Full Width Mill and Overlay in State Highway Right-of-Way, Superpave Asphalt Mixture Design, HMA Wearing Course, PG64-22, 3<10 million ESAL's, 9.5 mm Mix, 1.5" Compacted Depth, SRL-H	Square Yard	40	$ 59.74	$ 2,389.69
Bituminous Concrete Full Width Mill and Overlay Outside of State Highway Right-of-Way, Superpave Asphalt Mixture Design, HMA Wearing Course, PG64-22, 0 to 0.3 million ESAL's, 9.5 mm Mix, 1.5" Compacted Depth, SRL-H	Square Yard	2000	$ 15.92	$ 31,830.77
6" Crushed Stone Aggregate (No. 2A) Permanent Surface Restoration Over Trenches in Unpaved Areas	Linear Feet	50	$ 16.87	$ 843.46

Table M-3
Estimate of Probable Construction Costs
Alternative 4

Topsoil, Seeding, Soil Supplements and Mulching, Permanent Landscape Surface Restoration Over Trenches	Linear Feet	2300	$ 4.24	$ 9,757.31
Test Pits for Field Verification of Existing Utility Crossings, as Noted or Where Directed	EACH	30	$ 463.46	$ 13,903.85
Overexcavation, When Authorized and Where Directed	Cubic Yard	100	$ 30.90	$ 3,090.00
Boring and Jacking of SR 0940 with 36" Steel Casing and parallel 10" Ductile Iron Carrier Pipes	Linear Feet	66	$ 732.00	$ 48,312.00
			Total	$ 1,180,324.98
			Say	**$ 1,190,000.00**

Table M-3
Estimate of Probable Construction Costs
Alternative 4

Description	Unit of Measure	Quantity	Unit Price	Extended Bid
Mobilization and Demobilization	Lump Sum	1	$ 12,233.33	$ 12,233.33
Erosion and Sediment Pollution Control Including Temporary Seeding	Lump Sum	1	$ 4,633.33	$ 4,633.33
Maintenance and Protection of Traffic	Lump Sum	1	$ 2,083.33	$ 2,083.33
Clearing and Grubbing	Lump Sum	1	$ 2,666.67	$ 2,666.67
Pre-Construction Video Inspection of Existing 10" and 12" Sanitary Sewer, Any Depth	Linear Feet	1130	$ 1.50	$ 1,695.00
12" PVC SDR-35 Gravity Sewer with Select Backfill, 10-12 Feet Deep	Linear Feet	5	$ 132.67	$ 663.33
15" PVC SDR-35 Gravity Sewer with Select Backfill, 0-6 Feet Deep	Linear Feet	130	$ 75.33	$ 9,793.33
15" PVC SDR-35 Gravity Sewer with Select Backfill, 6-8 Feet Deep	Linear Feet	395	$ 79.00	$ 31,205.00
15" PVC SDR-35 Gravity Sewer with Select Backfill, 8-10 Feet Deep	Linear Feet	849	$ 89.33	$ 75,844.00
15" PVC SDR-35 Gravity Sewer with Select Backfill, 10-12 Feet Deep	Linear Feet	300	$ 110.67	$ 33,200.00
15" PVC SDR-35 Gravity Sewer with Non-Select Backfill, 0-6 Feet Deep	Linear Feet	75	$ 69.67	$ 5,225.00
15" PVC SDR-35 Gravity Sewer with Non-Select Backfill, 6-8 Feet Deep	Linear Feet	387	$ 63.67	$ 24,639.00
15" PVC SDR-26 Gravity Sewer with Non-Select Backfill, 6-8 Feet Deep	Linear Feet	5	$ 126.00	$ 630.00
15" PVC SDR-35 Gravity Sewer with Non-Select Backfill, 8-10 Feet Deep	Linear Feet	10	$ 97.00	$ 970.00
15" PVC SDR-35 Gravity Sewer with Non-Select Backfill, 10-12 Feet Deep	Linear Feet	10	$ 110.33	$ 1,103.33
Sewer Lateral Reconnection to New 15" Gravity Sewer via Wye, any size and depth	Linear Feet	1	$ 836.67	$ 836.67
8" PVC C900 Force Main with Select Backfill, any depth	Linear Feet	10	$ 93.00	$ 930.00
10" PVC C900 Force Main with Select Backfill (parallel pipes in common trench), any depth	Linear Feet	2646	$ 78.00	$ 206,388.00
10" PVC C900 Force Main with Non-Select Backfill (single pipe in trench), any depth	Linear Feet	110	$ 61.00	$ 6,710.00
10" PVC C900 Force Main with Non-Select Backfill (parallel pipe in common trench), any depth	Linear Feet	1820	$ 62.33	$ 113,446.67
Concrete Encasement of Force Main, Any Depth	Linear Feet	40	$ 74.33	$ 2,973.33
4 FT. Dia. Manhole with Select Backfill, 0 to 6 Feet Deep	EACH	1	$ 2,966.67	$ 2,966.67

Table M-3
Estimate of Probable Construction Costs
Alternative 4

4 FT. Dia. Manhole with Select Backfill, 6 to 8 Feet Deep	EACH	3	$ 3,266.67	$ 9,800.00
4 FT. Dia. Manhole with Select Backfill, 8 to 10 Feet Deep	EACH	2	$ 3,566.67	$ 7,133.33
4 FT. Dia. Manhole with Select Backfill, 10 to 12 Feet Deep	EACH	2	$ 3,966.67	$ 7,933.33
4 FT. Dia. Manhole with Non-Select Backfill, 0 to 6 Feet Deep	EACH	1	$ 2,866.67	$ 2,866.67
4 FT. Dia. Manhole with Non-Select Backfill, 6 to 8 Feet Deep	EACH	1	$ 3,166.67	$ 3,166.67
4 FT. Dia. Manhole with Non-Select Backfill, 8 to 10 Feet Deep	EACH	1	$ 3,433.33	$ 3,433.33
4 FT. Dia. Manhole with Non-Select Backfill, 10 to 12 Feet Deep	EACH	1	$ 3,900.00	$ 3,900.00
10" Plug Valve with Valve Box, Any Depth	EACH	2	$ 2,333.33	$ 4,666.67
Air Release Valve Vault	EACH	4	$ 7,833.33	$ 31,333.33
Foster Township Sewer Connection Vault with associated piping and appurtenances	Lump Sum	1	$ 11,266.67	$ 11,266.67
Force Main Terminus Vault (Manhole A)	Lump Sum	1	$ 5,900.00	$ 5,900.00
Temporary Pavement Restoration Over Trenches Outside of State Highway Right-of-Way	Linear Feet	2150	$ 7.67	$ 16,483.33
Temporary Pavement Restoration Over Trenches in State Highway Right-of-Way	Linear Feet	30	$ 11.50	$ 345.00
Permanent Pavement Restoration Over Trenches Outside of State Highway Right-of-Way Without Full Width Milling and Wearing Course Overlay	Linear Feet	4300	$ 20.17	$ 86,716.67
Permanent Pavement Restoration Over Trenches in State Highway Right-of-Way	Linear Feet	10	$ 70.00	$ 700.00
Bituminous Concrete Full Width Mill and Overlay, Superpave Asphalt Mixture Design, HMA Wearing Course, PG64-22, 0 to 0.3 million ESAL's, 9.5 mm Mix, 1.5" Compacted Depth, SRL-H	Square Yard	2000	$ 10.33	$ 20,666.67
6" Crushed Stone Aggregate (No. 2A) Permanent Surface Restoration Over Trenches in Unpaved Areas	Linear Feet	50	$ 9.83	$ 491.67
Topsoil, Seeding, Soil Supplements and Mulching, Permanent Landscape Surface Restoration Over Trenches	Linear Feet	2300	$ 3.50	$ 8,050.00
Test Pits for Field Verification of Existing Utility Crossings, as Noted or Where Directed	EACH	30	$ 233.33	$ 7,000.00

Table M-3
Estimate of Probable Construction Costs
Alternative 4

Overexcavation, When Authorized and Where Directed	Cubic Yard	100	$ 25.33	$ 2,533.33
Boring and Jacking of SR 0940 with 36" Steel Casing and parallel 10" Ductile Iron Carrier Pipes	Linear Feet	66	$ 705.33	$ 46,552.00
Temporary Pavement Restoration Over Trenches Outside of State Highway Right-of-Way with 2" 2A Modified	Linear Feet	2150	$ 2.67	$ 5,733.33
				$ 827,508.00
			Say	**$ 830,000.00**

Table M-5
Funding Analysis

PENNVEST

	Alternative 1	**Alternative 2**	**Alternative 4**
Estimated Construction Costs	$690,000.00	$710,000.00	$830,000.00
Engineering, Inspection, Permits (13%)	$230,000.00	$230,000.00	$230,000.00
Acquisition	$10,000.00	$10,000.00	$10,000.00
Administration	$20,000.00	$20,000.00	$20,000.00
Legal	$15,000.00	$15,000.00	$15,000.00
Interim Financing/Interest	$20,000.00	$20,000.00	$20,000.00
Sub-Total	$985,000.00	$1,005,000.00	$1,125,000.00
Contingency (10%)	$98,500.00	$100,500.00	$112,500.00
Total Project Cost	**$1,083,500.00**	**$1,105,500.00**	**$1,237,500.00**
YEARS 1 TO 5			
Annual Debt Service[(1)]	$59,795.46	$61,009.58	$68,294.30
Monthly Debt Service	$4,982.95	$5,084.13	$5,691.19
Monthly Debt Service/User	$1.85	$1.89	$2.12
Montly O&M Cost/User[(3)]	$0.00	$0.00	$0.00
Total Monthly User Fee	$1.85	$1.89	$2.12
Total Yearly User Fee	$22.23	$22.68	$25.39
YEARS 6 TO 20			
Annual Debt Service[(2)]	$64,185.96	$65,489.23	$73,308.83
Monthly Debt Service	$5,348.83	$5,457.44	$6,109.07
Monthly Debt Service/User	$1.99	$2.03	$2.27
Montly O&M Cost/User[(3)]	$0.00	$0.00	$0.00
Total Monthly User Fee	$1.99	$2.03	$2.27
Total Yearly User Fee	$23.86	$24.34	$27.25

(1) 1.000% for Years 1 through 5.

(2) 1.740% for Years 6 through 20.

(3) No additional O&M costs are anticipated.

Table M-5
Funding Analysis

RUS

	Alternative 1	**Alternative 2**	**Alternative 4**
Estimated Construction Costs	$690,000.00	$710,000.00	$830,000.00
Engineering, Inspection, Permits (13%)	$220,000.00	$220,000.00	$220,000.00
Acquisition	$10,000.00	$10,000.00	$10,000.00
Administration	$20,000.00	$20,000.00	$20,000.00
Legal	$15,000.00	$15,000.00	$15,000.00
Interim Financing/Interest	$20,000.00	$20,000.00	$20,000.00
Sub-Total	$975,000.00	$995,000.00	$1,115,000.00
Contingency (10%)	$97,500.00	$99,500.00	$111,500.00
Total Project Cost	$1,072,500.00	$1,094,500.00	$1,226,500.00
Annual Debt Service[(1)]	$42,442.46	$43,313.07	$48,536.76
Monthly Debt Service	$3,536.87	$3,609.42	$4,044.73
Monthly Debt Service/User	$1.31	$1.34	$1.50
Montly O&M Cost/User[(2)]	$0.00	$0.00	$0.00
Total Monthly User Fee	$1.31	$1.34	$1.50
Total Yearly User Fee	$15.78	$16.10	$18.04

(1) 2.5% for 20 years.

(2) No additional O&M costs are anticipated.

APRIL 23, 2013 BID RESULTS

April 23, 2013 Bid Opening
R-III Construction (Low Bid)

Number	Description	Unit Of Measure	Quantity	Unit Price	Extended Cost
1	Mobilization and Demobilization	Lump Sum	1	$20,000.00	$20,000.00
2	Erosion and Sediment Pollution Control Including Temporary Seeding	Lump Sum	1	$3,500.00	$3,500.00
3	Maintenance and Protection of Traffic	Lump Sum	1	$2,500.00	$2,500.00
4	Clearing and Grubbing	Lump Sum	1	$4,500.00	$4,500.00
5	Pre-Construction Video Inspection of Existing 10" and 12" Sanitary Sewer, Any Depth	Linear Feet	1130	$1.33	$1,502.90
6	12" PVC SDR-35 Gravity Sewer with Select Backfill, 10-12 Feet Deep	Linear Feet	5	$210.00	$1,050.00
7	15" PVC SDR-35 Gravity Sewer with Select Backfill, 0-6 Feet Deep	Linear Feet	130	$78.00	$10,140.00
8	15" PVC SDR-35 Gravity Sewer with Select Backfill, 6-8 Feet Deep	Linear Feet	395	$76.50	$30,217.50
9	15" PVC SDR-35 Gravity Sewer with Select Backfill, 8-10 Feet Deep	Linear Feet	849	$89.00	$75,561.00
10	15" PVC SDR-35 Gravity Sewer with Select Backfill, 10-12 Feet Deep	Linear Feet	300	$131.00	$39,300.00
11	15" PVC SDR-35 Gravity Sewer with Non-Select Backfill, 0-6 Feet Deep	Linear Feet	75	$79.00	$5,925.00
12	15" PVC SDR-35 Gravity Sewer with Non-Select Backfill, 6-8 Feet Deep	Linear Feet	387	$59.00	$22,833.00
13	15" PVC SDR-26 Gravity Sewer with Non-Select Backfill, 6-8 Feet Deep	Linear Feet	5	$250.00	$1,250.00
14	15" PVC SDR-35 Gravity Sewer with Non-Select Backfill, 8-10 Feet Deep	Linear Feet	10	$140.00	$1,400.00
15	15" PVC SDR-35 Gravity Sewer with Non-Select Backfill, 10-12 Feet Deep	Linear Feet	10	$150.00	$1,500.00
16	Sewer Lateral Reconnection to New 15" Gravity Sewer via Wye, any size and depth	Linear Feet	1	$1,800.00	$1,800.00
17	8" PVC C900 Force Main with Select Backfill, any depth	Linear Feet	10	$150.00	$1,500.00
18	10" PVC C900 Force Main with Select Backfill, any depth	Linear Feet	2646	$44.00	$116,424.00
19	10" PVC C900 Force Main with Non-Select Backfill, any depth	Linear Feet	1930	$38.00	$73,340.00
20	Concrete Encasement of Force Main, Any Depth	Linear Feet	20	$95.00	$1,900.00
21	4 FT. Dia. Manhole with Select Backfill, 0 to 6 Feet Deep	EACH	1	$3,400.00	$3,400.00
22	4 FT. Dia. Manhole with Select Backfill, 6 to 8 Feet Deep	EACH	3	$3,800.00	$11,400.00
23	4 FT. Dia. Manhole with Select Backfill, 8 to 10 Feet Deep	EACH	2	$4,200.00	$8,400.00
24	4 FT. Dia. Manhole with Select Backfill, 10 to 12 Feet Deep	EACH	2	$4,500.00	$9,000.00

25	4 FT. Dia. Outside Drop Manhole with Select Backfill, 8 to 10 Feet Deep	EACH	1	$4,200.00	$4,200.00
26	4 FT. Dia. Manhole with Non-Select Backfill, 0 to 6 Feet Deep	EACH	1	$3,800.00	$3,800.00
27	4 FT. Dia. Manhole with Non-Select Backfill, 6 to 8 Feet Deep	EACH	1	$3,800.00	$3,800.00
28	4 FT. Dia. Manhole with Non-Select Backfill, 8 to 10 Feet Deep	EACH	1	$3,800.00	$3,800.00
29	4 FT. Dia. Manhole with Non-Select Backfill, 10 to 12 Feet Deep	EACH	1	$3,800.00	$3,800.00
30	10" Plug Valve with Valve Box, Any Depth	EACH	1	$3,200.00	$3,200.00
31	Air Release Valve with Manhole, Any Depth	EACH	3	$6,500.00	$19,500.00
32	Foster Township Sewer Connection Vault with associated piping and appurtenances	Lump Sum	1	$18,000.00	$18,000.00
33	Temporary Pavement Restoration Over Trenches Outside of State Highway Right-of-Way	Linear Feet	500	$10.50	$5,250.00
34	Temporary Pavement Restoration Over Trenches in State Highway Right-of-Way	Linear Feet	30	$12.00	$360.00
35	Permanent Pavement Restoration Over Trenches Outside of State Highway Right-of-Way Without Full Width Milling and Wearing Course Overlay	Linear Feet	4300	$28.00	$120,400.00
36	Permanent Pavement Restoration Over Trenches in State Highway Right-of-Way	Linear Feet	40	$125.00	$5,000.00
37	Bituminous Concrete Full Width Mill and Overlay in State Highway Right-of-Way, Superpave Asphalt Mixture Design, HMA Wearing Course, PG64-22, 310 million ESAL's, 9.5 mm Mix, 1.5" Compacted Depth, SRL-H	Square Yard	40	$85.00	$3,400.00
38	Bituminous Concrete Full Width Mill and Overlay Outside of State Highway Right-of-Way, Superpave Asphalt Mixture Design, HMA Wearing Course, PG64-22, 0 to 0.3 million ESAL's, 9.5 mm Mix, 1.5" Compacted Depth, SRL-H	Square Yard	2000	$13.50	$27,000.00
39	6" Crushed Stone Aggregate (No. 2A) Permanent Surface Restoration Over Trenches in Unpaved Areas	Linear Feet	50	$10.00	$500.00
40	Topsoil, Seeding, Soil Supplements and Mulching, Permanent Landscape Surface Restoration Over Trenches	Linear Feet	2300	$4.00	$9,200.00
41	Test Pits for Field Verification of Existing Utility Crossings, as Noted or Where Directed	EACH	30	$125.00	$3,750.00
42	Overexcavation, When Authorized and Where Directed	Cubic Yard	100	$40.00	$4,000.00

April 23, 2013 Bid Opening
R-III Construction (Low Bid)

43	Boring and Jacking of SR 0940 with 18 Steel Casing and 10 Ductile Iron Carrier Pipe	Linear Feet	66	$325.00	$21,450.00
					$708,753.40

Bid Recipient

1.01 This Bid is submitted to: Borough of Freeland Municipal Authority
711 Birkbeck Street
Freeland, PA 18224

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, except that if the award is delayed by a required approval of another government agency (including RUS), the sale of bonds, or the award of a grant, the Owner shall reject all bids or award the contract to the lowest responsible and responsive bidder within one hundred twenty (120) days of the date of bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
1	4.16.13

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, State and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of a Hazard Environmental Condition, if any, which has been identified in SC-4.06.

E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

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G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

K. Bidder will submit written evidence of its authority to do business in the State where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. Unit Prices have been computed in accordance with Paragraph 11.03.A of the General Conditions.

B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 Any costs for by-pass pumping or special temporary flow controls, special temporary electrical controls or service, or any other temporary measure to maintain plant operations shall be included in respective cost item unit price.

5.03 Bidder will complete the Work in accordance with the Contract Documents for the unit price(s) submitted on the Bid Form on the PennBid™ website.

5.04 All items and/or quantities of Work to be added, deducted and/or deleted from Contract as a result of inclusion of any Bid Alternates or portions thereof into the Contract shall be documented by executed Change Order prior to the start of the Work of the Bid Alternate.

5.05 Bids shall include all applicable sales tax and fees.

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ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of a Bid Bond (EJCDC No. C430) or Certified Check (circle type of security provided);

B. If Bid amount exceeds $10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in paragraph 18.10 of the General Conditions;

C. If Bid amount exceeds $25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions (AD-1048);

D. If Bid amount exceeds $100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans. Refer to paragraph 18.11 of the General Conditions.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by: R-111 Construction Inc

If Bidder is:

An Individual NA

Name (typed or printed): _____

By: _____ (SEAL)

(Individual's signature)

Doing business as: _____

A Partnership NA

Partnership Name: _____ (SEAL)

By: _____

(Signature of general partner -attach evidence of authority to sign)

Name (typed or printed): _____

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A Corporation

Corporation Name: R-111 Construction Inc (SEAL)

State of Incorporation: Pennsylvania

Type (General Business, Professional, Service, Limited Liability): General Business

By: _____

(Signature -attach evidence of authority to sign)

Name (typed or printed): Phillip Ranca

Title: President

(CORPORATE SEAL)

Attest: Beth Ranca

(Signature of Corporate Secretary)

Date of Qualification to do business in Pennsylvania *[State Where Project is Located]* is 3\31\10.

A Joint Venture

Name of Joint Venture: NA

First Joint Venture Name: _____ (SEAL)

By: _____

(Signature of joint venture partner -attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venture Name: _____ (SEAL)

By: _____

(Signature of joint venture partner -attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business address: 600 Creamery Rd
Nazareth PA 18064

Business Phone No. (610) 746-1824 . (~~610~~) ~~746~~

Business FAX No. (610) 746-0980

Business E-Mail Address pranca324@yahoo.com

State Contractor License No. NA. (If applicable)

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Employer's Tax ID No. . 80-0539762

Phone and FAX Number, and Address for receipt of official communications, if different from Business contact information:

same

9.02 Bid submitted on April 23, 2013.

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PENAL SUM FORM

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

R III Construction, Inc.
600 Creamery Road
Nazareth, PA 18064

SURETY (Name and Address of Principal Place of Business):

Aegis Security Insurance Company
2407 Park Drive, P.O. Box 3153
Harrisburg, PA 17110

OWNER (Name and Address):

Borough of Freeland Municipal Authority
711 Birkbeck Street
Freeland, PA 18224

BID

Bid Due Date: April 23, 2013
Project (Brief Description Including Location): Wyoming Street Pump Station Force Main Replacement
Project #2011-2762-02

BOND

Bond Number: 04232013
Date (Not later than Bid due date): April 23, 2013
Penal sum Ten Percent of Amount of Bid (Words) -----10%----- (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER	SURETY
R III Construction, Inc. (Seal)	Aegis Security Insurance Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By:	By:
Signature and Title	Signature and Title (Attach Power of Attorney)
	Fernanda L. DePaolantonio Attorney-in-Fact
Attest:	Witness:
Signature and Title	~~Attest~~ Signature and Title
	Kevin M. Burruss, Witness

Note: Above addresses are to be used for giving required notice.

OCTOBER 16, 2013 BID RESULTS

October 16, 2013 Bid Opening
Lowest Three Bidders

Number	Description	Unit Of Measure	Quantity	Smart Recycling Inc	PACT Construction	R-III Construction	Avg Cost	Avg Unit Cost
1	Mobilization and Demobilization	Lump Sum	1	$7,100.00	$9,600.00	$20,000.00	$12,233.33	**$12,233.33**
2	Erosion and Sediment Pollution Control Including Temporary Seeding	Lump Sum	1	$7,500.00	$4,600.00	$1,800.00	$4,633.33	**$4,633.33**
3	Maintenance and Protection of Traffic	Lump Sum	1	$750.00	$4,000.00	$1,500.00	$2,083.33	**$2,083.33**
4	Clearing and Grubbing	Lump Sum	1	$1,800.00	$2,000.00	$4,200.00	$2,666.67	**$2,666.67**
5	Pre-Construction Video Inspection of Existing 10" and 12" Sanitary Sewer, Any Depth	Linear Feet	1130	$1,130.00	$1,130.00	$2,825.00	$1,695.00	**$1.50**
6	12" PVC SDR-35 Gravity Sewer with Select Backfill, 10-12 Feet Deep	Linear Feet	5	$600.00	$400.00	$990.00	$663.33	**$132.67**
7	15" PVC SDR-35 Gravity Sewer with Select Backfill, 0-6 Feet Deep	Linear Feet	130	$8,840.00	$10,400.00	$10,140.00	$9,793.33	**$75.33**
8	15" PVC SDR-35 Gravity Sewer with Select Backfill, 6-8 Feet Deep	Linear Feet	395	$28,045.00	$35,550.00	$30,020.00	$31,205.00	**$79.00**
9	15" PVC SDR-35 Gravity Sewer with Select Backfill, 8-10 Feet Deep	Linear Feet	849	$67,920.00	$84,900.00	$74,712.00	$75,844.00	**$89.33**
10	15" PVC SDR-35 Gravity Sewer with Select Backfill, 10-12 Feet Deep	Linear Feet	300	$27,300.00	$33,000.00	$39,300.00	$33,200.00	**$110.67**
11	15" PVC SDR-35 Gravity Sewer with Non-Select Backfill, 0-6 Feet Deep	Linear Feet	75	$4,500.00	$5,250.00	$5,925.00	$5,225.00	**$69.67**
12	15" PVC SDR-35 Gravity Sewer with Non-Select Backfill, 6-8 Feet Deep	Linear Feet	387	$22,833.00	$28,251.00	$22,833.00	$24,639.00	**$63.67**
13	15" PVC SDR-26 Gravity Sewer with Non-Select Backfill, 6-8 Feet Deep	Linear Feet	5	$440.00	$450.00	$1,000.00	$630.00	**$126.00**
14	15" PVC SDR-35 Gravity Sewer with Non-Select Backfill, 8-10 Feet Deep	Linear Feet	10	$710.00	$1,000.00	$1,200.00	$970.00	**$97.00**
15	15" PVC SDR-35 Gravity Sewer with Non-Select Backfill, 10-12 Feet Deep	Linear Feet	10	$710.00	$1,100.00	$1,500.00	$1,103.33	**$110.33**

October 16, 2013 Bid Opening
Lowest Three Bidders

16	Sewer Lateral Reconnection to New 15" Gravity Sewer via Wye, any size and depth	Linear Feet	1	$310.00	$1,000.00	$1,200.00	$836.67	**$836.67**
17	8" PVC C900 Force Main with Select Backfill, any depth	Linear Feet	10	$820.00	$650.00	$1,320.00	$930.00	**$93.00**
18	10" PVC C900 Force Main with Select Backfill (parallel pipes in common trench), any depth	Linear Feet	2646	$267,246.00	$171,990.00	$179,928.00	$206,388.00	**$78.00**
19	10" PVC C900 Force Main with Non-Select Backfill (single pipe in trench), any depth	Linear Feet	110	$7,260.00	$6,600.00	$6,270.00	$6,710.00	**$61.00**
20	10" PVC C900 Force Main with Non-Select Backfill (parallel pipes in common trench), any depth	Linear Feet	1820	$141,960.00	$91,000.00	$107,380.00	$113,446.67	**$62.33**
21	Concrete Encasement of Force Main, Any Depth	Linear Feet	40	$1,120.00	$4,000.00	$3,800.00	$2,973.33	**$74.33**
22	4 FT. Dia. Manhole with Select Backfill, 0 to 6 Feet Deep	EACH	1	$2,900.00	$2,500.00	$3,500.00	$2,966.67	**$2,966.67**
23	4 FT. Dia. Manhole with Select Backfill, 6 to 8 Feet Deep	EACH	3	$9,000.00	$9,000.00	$11,400.00	$9,800.00	**$3,266.67**
24	4 FT. Dia. Manhole with Select Backfill, 8 to 10 Feet Deep	EACH	2	$6,000.00	$7,000.00	$8,400.00	$7,133.33	**$3,566.67**
25	4 FT. Dia. Manhole with Select Backfill, 10 to 12 Feet Deep	EACH	2	$6,800.00	$8,000.00	$9,000.00	$7,933.33	**$3,966.67**
26	4 FT. Dia. Manhole with Non-Select Backfill, 0 to 6 Feet Deep	EACH	1	$2,900.00	$2,500.00	$3,200.00	$2,866.67	**$2,866.67**
27	4 FT. Dia. Manhole with Non-Select Backfill, 6 to 8 Feet Deep	EACH	1	$3,000.00	$3,000.00	$3,500.00	$3,166.67	**$3,166.67**
28	4 FT. Dia. Manhole with Non-Select Backfill, 8 to 10 Feet Deep	EACH	1	$3,000.00	$3,500.00	$3,800.00	$3,433.33	**$3,433.33**
29	4 FT. Dia. Manhole with Non-Select Backfill, 10 to 12 Feet Deep	EACH	1	$3,500.00	$4,000.00	$4,200.00	$3,900.00	**$3,900.00**
30	10" Plug Valve with Valve Box, Any Depth	EACH	2	$6,800.00	$3,000.00	$4,200.00	$4,666.67	**$2,333.33**

October 16, 2013 Bid Opening
Lowest Three Bidders

31	Air Release Valve Vaults, Any Depth	EACH	4	$30,800.00	$24,000.00	$39,200.00	$31,333.33	**$7,833.33**
32	Foster Township Sewer Connection Vault with associated piping and appurtenances	Lump Sum	1	$10,000.00	$8,000.00	$15,800.00	$11,266.67	**$11,266.67**
33	Force Main Terminus Vault (Manhole A), Any Depth	Lump Sum	1	$7,500.00	$5,000.00	$5,200.00	$5,900.00	**$5,900.00**
34	Temporary Pavement Restoration Over Trenches Outside of State Highway Right-of-Way with 2" Bituminous Concrete	Linear Feet	2150	$9,675.00	$17,200.00	$22,575.00	$16,483.33	**$7.67**
35	Temporary Pavement Restoration Over Trenches in State Highway Right-of-Way	Linear Feet	30	$135.00	$750.00	$150.00	$345.00	**$11.50**
36	Permanent Pavement Restoration Over Trenches Outside of State Highway Right-of-Way, Without Full Width Milling and Wearing Course Overlay	Linear Feet	4300	$68,800.00	$77,400.00	$113,950.00	$86,716.67	**$20.17**
37	Permanent Pavement Restoration Over Excavations in State Highway Right-of-Way	Square Yard	10	$1,400.00	$500.00	$200.00	$700.00	**$70.00**
38	Bituminous Concrete Full Width Mill and Overlay, Superpave Asphalt Mixture Design, HMA Wearing Course, PG64-22, 0 to 0.3 million ESAL's, 9.5 mm Mix, 1.5" Compacted Depth, SRL-H	Square Yard	2000	$15,000.00	$20,000.00	$27,000.00	$20,666.67	**$10.33**
39	6" Crushed Stone Aggregate (No. 2A) Permanent Surface Restoration Over Trenches in Unpaved Areas	Linear Feet	50	$225.00	$750.00	$500.00	$491.67	**$9.83**

October 16, 2013 Bid Opening
Lowest Three Bidders

40	Topsoil, Seeding, Soil Supplements and Mulching, Permanent Landscape Surface Restoration Over Trenches	Linear Feet	2300	$5,750.00	$11,500.00	$6,900.00	$8,050.00	**$3.50**
41	Test Pits for Field Verification of Existing Utility Crossings, as Noted or Where Directed	EACH	30	$3,000.00	$15,000.00	$3,000.00	$7,000.00	**$233.33**
42	Overexcavation, When Authorized and Where Directed	Cubic Yard	100	$1,100.00	$5,000.00	$1,500.00	$2,533.33	**$25.33**
43	Boring and Jacking of SR 0940 with 36" steel casing and two 10" ductile iron carrier pipes	Linear Feet	66	$23,760.00	$66,000.00	$49,896.00	$46,552.00	**$705.33**
44	Temporary Pavement Restoration Over Trenches Outside of State Highway Right-of-Way with 2" 2A Modified	Linear Feet	2150	$5,375.00	$8,600.00	$3,225.00	$5,733.33	**$2.67**
45	Force Main Interconnection	Lump Sum	1	$2,250.00	$4,000.00	$12,832.00	$6,360.67	**$6,360.67**
				$825,314.00	**$799,071.00**	**$858,139.00**	**$833,868.67**	

BID FORM

PROJECT Identification: Borough of Freeland Municipal Authority
Wyoming Street Pump Station Force Main Replacement

Contract Identification and Number: Borough of Freeland Municipal Authority
Wyoming Street Pump Station Force Main Replacement

September 2013

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Bid Recipient

1.01 This Bid is submitted to: Borough of Freeland Municipal Authority
711 Birkbeck Street
Freeland, PA 18224

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

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2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, except that if the award is delayed by a required approval of another government agency (including RUS), the sale of bonds, or the award of a grant, the Owner shall reject all bids or award the contract to the lowest responsible and responsive bidder within one hundred twenty (120) days of the date of bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
Addendum No. 1	10/10/13

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, State and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of a Hazard Environmental Condition, if any, which has been identified in SC-4.06.

E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

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G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

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K. Bidder will submit written evidence of its authority to do business in the State where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. Unit Prices have been computed in accordance with Paragraph 11.03.A of the General Conditions.

B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 Any costs for by-pass pumping or special temporary flow controls, special temporary electrical controls or service, or any other temporary measure to maintain plant operations shall be included in respective cost item unit price.

5.03 Bidder will complete the Work in accordance with the Contract Documents for the unit price(s) submitted on the Bid Form on the PennBid™ website.

5.04 All items and/or quantities of Work to be added, deducted and/or deleted from Contract as a result of inclusion of any Bid Alternates or portions thereof into the Contract shall be documented by executed Change Order prior to the start of the Work of the Bid Alternate.

5.05 Bids shall include all applicable sales tax and fees.

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ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of a Bid Bond (EJCDC No. C430) or Certified Check (circle type of security provided);

B. If Bid amount exceeds $10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in paragraph 18.10 of the General Conditions;

C. If Bid amount exceeds $25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions (AD-1048);

D. If Bid amount exceeds $100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans. Refer to paragraph 18.11 of the General Conditions.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -attach evidence of authority to sign)

Name (typed or printed): _____

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A Corporation

PACT CONSTRUCTION, INC.
P.O. BOX 74 554 ROUTE 31
RINGOES, NJ 08551

Corporation Name: _____ (SEAL)

State of Incorporation: New Jersey

Type (General Business, Professional, Service, Limited Liability): General

By: _____
(Signature -attach evidence of authority to sign)

Name (typed or printed): Henrik P. Maxian

Title: Executive Director

(CORPORATE SEAL)

Attest: _____ Stacey Yearicks
(Signature of Corporate Secretary) Assistant Secretary

Date of Qualification to do business in Pennsylvania *[State Where Project is Located]* is 5/31/05

A Joint Venture

Name of Joint Venture: _____

First Joint Venture Name: _____ (SEAL)

By: _____
(Signature of joint venture partner -attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venture Name: _____ (SEAL)

By: _____
(Signature of joint venture partner -attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business address: PACT CONSTRUCTION, INC.
P.O. BOX 74 554 ROUTE 31
RINGOES, NJ 08551

Business Phone No. (908) 788-1985 . (___) _____

Business FAX No. (908) 788-5780

Business E-Mail Address henrik@pactconstruction.com

State Contractor License No. see attached registration. (If applicable)

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Employer's Tax ID No. . 22-3084722

Phone and FAX Number, and Address for receipt of official communications, if different from Business contact information:

same

9.02 Bid submitted on October 16, 20 13.

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PENAL SUM FORM

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):
PACT Construction, Inc.
P.O. Box 74
Ringoes, NJ 08551

SURETY (Name and Address of Principal Place of Business):

Great American Insurance Company
826 N. Lewis Road, Suite 2
Royersford, PA 19468

OWNER (Name and Address):
Borough of Freeland Municipal Authority
711 Birkbeck Street
Freeland, PA 18224

BID
Bid Due Date: October 16, 2013
Project (Brief Description Including Location): Wyoming Street Pump Station Force Main Replacement, Borough of Freeland Municipal Authority

BOND
Bond Number: N/A
Date (Not later than Bid due date): October 16, 2013
Penal sum 5% of Bidder's maximum Bid price (Words) _____ (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER	SURETY
PACT Construction, Inc. (Seal)	Great American Insurance Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Henrik P. Maxien	By: Neil C. Donovan
Signature and Title Executive Director	Signature and Title Neil C. Donovan, Attorney-in-Fact
	(Attach Power of Attorney)
Attest: Stacey Yearicks	~~Attest:~~ Witness
Signature and Title Assistant Secretary	Signature and Title

Note: Above addresses are to be used for giving required notice.

BID FORM

PROJECT Identification: Borough of Freeland Municipal Authority
Wyoming Street Pump Station Force Main Replacement

Contract Identification and Number: Borough of Freeland Municipal Authority
Wyoming Street Pump Station Force Main Replacement

September 2013

TABLE OF ARTICLES

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Article 9 -Bid Submittal 4

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Bid Recipient

1.01 This Bid is submitted to: Borough of Freeland Municipal Authority
711 Birkbeck Street
Freeland, PA 18224

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, except that if the award is delayed by a required approval of another government agency (including RUS), the sale of bonds, or the award of a grant, the Owner shall reject all bids or award the contract to the lowest responsible and responsive bidder within one hundred twenty (120) days of the date of bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
1	10/10/13

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, State and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of a Hazard Environmental Condition, if any, which has been identified in SC-4.06.

E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

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G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

K. Bidder will submit written evidence of its authority to do business in the State where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. Unit Prices have been computed in accordance with Paragraph 11.03.A of the General Conditions.

B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 Any costs for by-pass pumping or special temporary flow controls, special temporary electrical controls or service, or any other temporary measure to maintain plant operations shall be included in respective cost item unit price.

5.03 Bidder will complete the Work in accordance with the Contract Documents for the unit price(s) submitted on the Bid Form on the PennBid™ website.

5.04 All items and/or quantities of Work to be added, deducted and/or deleted from Contract as a result of inclusion of any Bid Alternates or portions thereof into the Contract shall be documented by executed Change Order prior to the start of the Work of the Bid Alternate.

5.05 Bids shall include all applicable sales tax and fees.

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ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of a Bid Bond (EJCDC No. C430) or Certified Check (circle type of security provided);

B. If Bid amount exceeds $10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in paragraph 18.10 of the General Conditions;

C. If Bid amount exceeds $25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions (AD-1048);

D. If Bid amount exceeds $100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans. Refer to paragraph 18.11 of the General Conditions.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -attach evidence of authority to sign)

Name (typed or printed): _____

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A Corporation

Corporation Name: Smart Recycling Co. Inc. (SEAL)

State of Incorporation: PA

Type (General Business, Professional, Service, Limited Liability): General

By: Charles DeNaples - President/Owner
(Signature -attach evidence of authority to sign)

Name (typed or printed): Charles DeNaples

Title: President

(CORPORATE SEAL)

Attest: Charles DeNaples - Secretary
(Signature of Corporate Secretary)

Date of Qualification to do business in PA *[State Where Project is Located]* is 02\11\01.

A Joint Venture

Name of Joint Venture: _____

First Joint Venture Name: _____ (SEAL)

By: _____
(Signature of joint venture partner -attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venture Name: _____ (SEAL)

By: _____
(Signature of joint venture partner -attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business address: _____

_____

Business Phone No. (___) _____ . (___) _____

Business FAX No. (____) _____

Business E-Mail Address _____

State Contractor License No. _____. (If applicable)

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Employer's Tax ID No.: 23-3069208

Phone and FAX Number, and Address for receipt of official communications, if different from Business contact information:

1210 Wheeler Ave.
Dunmore PA 18510

9.02 Bid submitted on Oct. 16, 20 13.

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PENAL SUM FORM

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):
Smart Recycling Company, Inc.
1210 Wheeler Avenue
Dunmore, PA 18510

SURETY (Name and Address of Principal Place of Business):
Westchester Fire Insurance Company
436 Walnut Street
Philadelphia, PA 19106

OWNER (Name and Address):
Borough of Freeland
711 Birkbeck Street
Freeland, PA

BID
Bid Due Date: October 16, 2013
Project (Brief Description Including Location): Pump Station Main Replacement

BOND
Bond Number: N/A
Date (Not later than Bid due date):
Penal sum Five Percent of The Total Amount Bid (Words) 5% (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Smart Recycling Company Inc. (Seal)
Bidder's Name and Corporate Seal

By: [signature] - President
Signature and Title

Attest: [signature] - adm.
Signature and Title

SURETY

Westchester Fire Insurance Company (Seal)
Surety's Name and Corporate Seal

By: [signature]
Signature and Title Robyn Rost, Attorney-In-Fact
(Attach Power of Attorney)

Attest: Barbara Barnes
Signature and Title Barbara Barnes, Witness-To-Surety

Note: Above addresses are to be used for giving required notice.

Bid Recipient

1.01 This Bid is submitted to: Borough of Freeland Municipal Authority
711 Birkbeck Street
Freeland, PA 18224

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, except that if the award is delayed by a required approval of another government agency (including RUS), the sale of bonds, or the award of a grant, the Owner shall reject all bids or award the contract to the lowest responsible and responsive bidder within one hundred twenty (120) days of the date of bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
1	10/10/13

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, State and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of a Hazard Environmental Condition, if any, which has been identified in SC-4.06.

E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

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G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

K. Bidder will submit written evidence of its authority to do business in the State where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. Unit Prices have been computed in accordance with Paragraph 11.03.A of the General Conditions.

B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 Any costs for by-pass pumping or special temporary flow controls, special temporary electrical controls or service, or any other temporary measure to maintain plant operations shall be included in respective cost item unit price.

5.03 Bidder will complete the Work in accordance with the Contract Documents for the unit price(s) submitted on the Bid Form on the PennBid™ website.

5.04 All items and/or quantities of Work to be added, deducted and/or deleted from Contract as a result of inclusion of any Bid Alternates or portions thereof into the Contract shall be documented by executed Change Order prior to the start of the Work of the Bid Alternate.

5.05 Bids shall include all applicable sales tax and fees.

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ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of a Bid Bond (EJCDC No. C430) or Certified Check (circle type of security provided);

B. If Bid amount exceeds $10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in paragraph 18.10 of the General Conditions;

C. If Bid amount exceeds $25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions (AD-1048);

D. If Bid amount exceeds $100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans. Refer to paragraph 18.11 of the General Conditions.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by: R-111 Construction Inc

If Bidder is:

An Individual NA

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership NA

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -attach evidence of authority to sign)

Name (typed or printed): _____

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A Corporation

Corporation Name: R-111 Construction Inc (SEAL)

State of Incorporation: Pennsylvania

Type (General Business, Professional, Service, Limited Liability): General Business

By: _____

(Signature -attach evidence of authority to sign)

Name (typed or printed): Phillip Ronca

Title: President

Attest: Beth Ronca (CORPORATE SEAL)

(Signature of Corporate Secretary)

Date of Qualification to do business in Pennsylvania *[State Where Project is Located]* is 3\31\10.

A Joint Venture NA

Name of Joint Venture: _____

First Joint Venture Name: _____ (SEAL)

By: _____

(Signature of joint venture partner -attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venture Name: _____ (SEAL)

By: _____

(Signature of joint venture partner -attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business address: 600 Creamery Rd
Nazareth PA 18064

Business Phone No. (610) 746-1824 . (NA

Business FAX No. (610) 746-0980

Business E-Mail Address proncа324@yahoo.com

State Contractor License No. NA. (If applicable)

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Employer's Tax ID No. . 80-0539762

Phone and FAX Number, and Address for receipt of official communications, if different from Business contact information:

same

9.02 Bid submitted on October 16th, 2013.

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BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

R III Construction, Inc.
600 Creamery Road
Nazareth, PA 18064

SURETY (Name and Address of Principal Place of Business):

Aegis Security Insurance Company
2407 Park Drive
P.O. Box 3153
Harrisburg, PA 17110

OWNER (Name and Address):

Freeland Municipal Authority
711 Birkbeck Street, P.O. Box C
Freeland, PA 18224

BID

Bid Due Date: October 16, 2013

Project (Brief Description Including Location): Wyoming Street Pump Station Force Main Replacement, Freeland, PA Project #2011-2762-02

BOND

Bond Number: 10162013

Date (Not later than Bid due date): October 16, 2013

Penal sum Ten Percent of Amount of Bid (Words) -----10%---- (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

R III Construction, Inc. (Seal)
Bidder's Name and Corporate Seal

By: Phillip Ronca
Signature and Title Phillip Ronca / President

Attest: Beth Ronca
Signature and Title Beth Ronca / Corporate Secretary

SURETY

Aegis Security Insurance Company (Seal)
Surety's Name and Corporate Seal

By: Lynn Wheelock
Signature and Title Lynn M. Wheelock, Attorney-in-Fact
(Attach Power of Attorney)

Witness: Kevin Burruss
~~Attest:~~
Signature and Title Kevin M. Burruss, Witness

Note: Above addresses are to be used for giving required notice.

WYOMING STREET PUMP STATION

COSTS

USDA - FmHA
Form FmHA 1924-7
(Rev. 2/87)

CONTRACT CHANGE ORDER

OMB No. 0575-0042

ORDER NO. #9
DATE
STATE PA
COUNTY LUZERNE

CONTRACT FOR: Foster Township Sewage Collection and Conveyance System
OWNER: Foster Township, 1000 Wyoming Avenue, P.O. Box 465, Freeland, Pa 18224
TO: Franzosa Trucking Co., Inc. 1037 Peace Street, Hazleton, PA 18202
CONTRACTOR

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS AND SPECIFICATIONS

Description of Changes	DECREASE in Contract Price	INCREASE in Contract Price
Wyoming Avenue Pump Station As required by PPL to shut down electrical service to install the new control panel, a temporary generator had to be installed to operate the existing pumps		$1,610.00
The addition of valves to keep the existing pump station operational while new pump station is installed		$11,469.54
Revisions and Additions to the Pump Station as per Freeland Municipal Authority: generator and transfer switch, parshall flume metering manhole, electrical connections, etc.		$131,070.00
Additional valving on Freeland Municipal Authority's 18"Clay pipe in the event the new Pump Station malfunctions, valve can open and all flow be directed to FMA's Pump Station		$5,996.50
Increase Impellers within pumps to 13" to accommodate more flow		$6,900.00
Emergency trash pump hoses		$1,500.00
Demolition of existing fence around FMA existing pump station and new 8' high chain link fence w/barb wire around existing and new pump station with one double drive gate; Additional stone for placement of new fence and within drive area.		$16,768.80
TOTALS	**$0.00**	**$175,314.84**
NET CHANGE IN CONTRACT PRICE		**$175,314.84**

JUSTIFICATION: This work was required as per Freeland Municipal Authority to keep the existing pump station operational during the installation of the new pump station. Also it was the Authority's request to install the control panel inside the existing station along with the installation of the metering manhole. Larger impellers were required due to unknown condition of existing forcemain and head issues. A new fence to surround the site was installed.

The amount of the Contract will be **INCREASED** By The Sum OF: **One-Hundred Seventy-Two Thousand Nine-Hundred Fourteen Dollars and Eighty-Four Cents** Dollars(**$175,314.84**

The Contract Total Including this and previous Change Orders Will Be: **Six-Million Five-Hundred Sixty Thousand Four-Hundred Thirty-Three Dollars and Thirteen Cents** Dollars($ **$6,560,433.13**

The Contract period for completion will be changed by an additional 0 days.

This document will become a supplement to the contract and all provisions will apply hereto.

Requested	Rich Franzosa, Franzosa Trucking Co., Inc., President (Contractor)	4/7/10 (Date)
Recommended	Michael J. Pasonick, Jr., Michael J. Pasonick, Jr., Inc. (Owners Architect/Engineer)	4/9/10 (Date)
Accepted	Gerald J. Brozyna, Foster Township (Owner)	4/14/10 (Date)
	( )	(Date)

This information will be used as a record of any changes to the original construction contract.

MICHAEL J. PASONICK, JR., INC.

Consulting Engineers & Surveyors
165 NORTH WILKES-BARRE BOULEVARD
WILKES-BARRE, PENNSYLVANIA 18702
AREA CODE (570)
PHONE: 823-4712
FAX: 823-4727

April 16, 2010

Borton-Lawson Engineering
613 Baltimore Drive
Suite 300
Wilkes-Barre, PA 18702-7903

Attn: Christopher D. McCue, P.E.

RE: Foster Township
Wyoming Avenue Pump Station

Dear Mr. McCue:

As Foster Township is nearing completion of the Woodside Wastewater Sewer Project, we are providing you with the attached approved change orders and cost of the Wyoming Avenue Pump Station for your review. As per the Inter-municipal Agreement between the Freeland Municipal Authority and Foster Township Board of Supervisors, it was understood by the Supervisors and Attorney Maier there was cost sharing for the Wyoming Avenue Pump Station or any other item requested by the Freeland Municipal Authority. In addition to Wyoming Avenue, we would also like to bring to your attention to the additional cost associated with providing the Upper Lehigh Pump Station with a High Tide Satellite Unit.

The costs to be considered are: Wyoming Avenue Pump Station Bid Cost of $220,000.00, Change Order #9 for the Station in the amount of $175, 314.84, and the Upper Lehigh cost of $3,392.50. Therefore, by copy of this letter, Attorney Maier will be making contact with the Authority's Solicitor, Attorney Pete Fagan, for his review of the same.

If you should have any question or need clarification on any item, please don't hesitate to contact me at the above listed phone number or via email at TomBarna@pasonick.com. Thank you for your time and cooperation with this project.

Sincerely,

Thomas E. Barna

Thomas E. Barna, Jr., P.E.
MICHAEL J. PASONICK, JR., INC.

Enclosures

Cc: Atty. Albert F. Maier, Jr.(w/enclosures)
Atty. Donald Karpowich (w/enclosures)
File

APPENDIX N

INTER-MUNICIPAL AGREEMENTS

- **Year 1999 Agreement**
- **Year 2010 Agreement**

AGREEMENT

THIS AGREEMENT, made this 8th day of Dec, 1999, between the **BOROUGH OF FREELAND MUNICIPAL AUTHORITY,** hereinafter referred to as "Authority", **FREELAND BOROUGH,** hereinafter referred to as "Borough", and **FOSTER TOWNSHIP,** hereinafter referred to as "Township", all of Luzerne County, Pennsylvania.

WITNESSETH:

WHEREAS, Authority is the owner and operator of the sewage collection system and treatment plant located in the Borough of Freeland; and

WHEREAS, Township desires to utilize a portion of the Authority's sewage collection system and treatment plant and further desires to reserve and utilize a portion of the capacity of the treatment plant for the sewage that emanates from Foster Township sewers; and

WHEREAS, the Authority is desirous of accepting the sewage from premises in Foster Township for transportation through the Freeland sewer system and treatment in the Authority's sewage treatment plant; and

WHEREAS, it is necessary for the Borough to be a party to this Agreement insomuch as one of the provisions of this Agreement provides that Freeland Borough Council appoint one Foster Township resident as a member of the Authority; and

WHEREAS, the Borough is agreeable to being a party to this Agreement primarily for the purpose of indicating its agreement to reserve one position on the Board of Directors of the Authority for a Foster Township recommended appointee as further described in this Agreement.

NOW, THEREFORE, the parties, intending to be legally bound hereby, agree as follows:

1. DEFINITIONS.

"Annual Average Flow" shall be the Average Daily Flow of Sewage in GPD from each Municipality, and from all sources combined, as the case may be, into the Sewage Treatment Plant measured during any Fiscal Year.

"Authority" shall mean the Borough of Freeland Municipal Authority, a municipal authority existing under the laws of the Commonwealth of Pennsylvania, having its principal office at 711 Birkbeck Street, Freeland, PA 18224.

"Authority Collection System" shall mean the Sewage collection and transportation system facilities owned by Authority and/or Borough and located in the Borough.

"Average Daily Flow" for a specified period of time shall be calculated by dividing the total measured aggregate gallonage of sewage flow during the period in question by the number of days in such period.

"Borough" shall mean the Borough of Freeland, a Borough existing under the laws of the Commonwealth of Pennsylvania, having its principal office at Centre & Walnut Streets, Freeland, PA 18224.

"Capacity" shall mean the maximum quantity of water or Sewage which lawfully can be treated by the Sewage Treatment Plant, including any new or expanded or upgraded facilities as measured by Hydraulic capacity (flow) or Organic capacity (BOD) parameters or by any other parameters established by any regulatory agency(s) having jurisdiction.

"Capital Contribution" means a one-time capital contribution payable to Authority by Township for its use of the existing assets of the Borough of Freeland Municipal Authority sewage collection system and treatment plant, which will continue to be used to and for the benefit of Township.

"Consulting Engineer" means an engineer or engineering firm, registered in Pennsylvania and qualified to render professional opinions on sewage engineering questions, employed from time to time by the party to whom

reference is made in connection with such term. At the present time, the Consulting Engineer for the Authority is Borton Lawson Engineering. Michael J. Pasonick, Jr., Inc. is Consulting Engineer for the Township. Either party is free to employ any other engineer as and when they see fit without consulting with, and without the approval of, the other party.

"Domestic Sewage" shall mean sewage waste consisting of the normal water-carried household waste.

"Fiscal Year" shall mean a calendar year.

"GAAP" shall mean Generally Accepted Accounting Principles, as such shall be recognized by Certified Public Accountants, from time to time.

"GPD" shall mean gallons of sewage discharged during a 24-hour period, commencing 12:00 noon, prevailing time, on any particular calendar day, and ending 12:00 noon, prevailing time, the following calendar day.

"Industrial Waste" shall mean the liquid waste from industrial or commercial processes, including all such wastes other than Domestic Sewage.

"Maximum 30-Day Flow" shall mean the total gallons or flow of sewage discharged by the Township sewage collection system into the Authority collection and treatment system during any consecutive 30-day period divided by 30.

"Maximum Township Capacity" shall mean the maximum Average Daily Flow (as defined above) of Sewage which is permitted under Paragraph 6 of this Agreement to be discharged into the Authority Collection System and/or the Sewage Treatment Plant. This includes all Sewage flow, whether or not passing through an Authority and/or Township Metering Device and includes all presently existing and future Sewage flows and connections originating from Township.

"Municipality" or **"Municipalities"** shall mean Township and/or the Borough, individually or collectively, as the case may be.

"Projects of a Capital Nature" means new and additional property chargeable to Sewage Treatment Plant or equipment account under sound accounting or engineering practice; provided, however, that the term "Projects of a Capital Nature" shall not include property acquired or constructed by the Authority from funds contributed or advanced by users, developers or other persons.

"Proportional Share", unless indicated herein to the contrary, shall be the prorata share of each Municipality's EDU's relative to the total of the EDU's.

"Sewage" shall mean Domestic Sewage and Industrial Waste.

"Sewage Treatment Plant" means the sewage treatment and disposal facilities known as the Freeland Sewage Treatment Plant which are owned by Authority and located in Foster Township, being the facilities at which Sewage conveyed by Authority and customers of Authority is treated, as the same be, from time to time, expanded, changed and upgraded.

"Starting Date" shall mean the date when the Township's Engineer certifies that the construction of the Township Collection Facilities is completed and ready to begin transmission of Sewage to the Authority's sewage treatment plant.

"Township" shall mean Foster Township, a second class Township existing under the laws of the Commonwealth of Pennsylvania, having a mailing address of PO Box 465, Freeland, PA 18224.

"Township Collection Facilities" shall mean all collection sewers, laterals, house lines, interceptors, manholes, force mains, pumping stations and all other private and public sewage collection and transportation facilities now existing or which may exist from time to time in the future, which convey in any manner, either directly or indirectly, any Sewage originating in Township or coming from those Butler Township residents who are, as of the date of this Agreement, on a Foster Township sewer line and billed by the Authority, which

ultimately reach the Sewage Treatment Plant through Authority's Collection System.

"Township Metering Device" shall mean the metering device or devices, which will measure and record the rate of flow or the quantity of flow, or both, discharged from the Township Collection Facilities into the Authority Collection System and/or the Sewage Treatment Plant.

2. CONSTRUCTION.

Township, at its own expense and at no expense to Authority or Borough, shall, during the term of this Agreement, be solely responsible for the construction of the Township Collection Facilities.

Authority shall pay all costs and expenses related to the acquisition, construction, operation and maintenance of the Authority's Collection System

3. OWNERSHIP OF FACILITIES.

Upon satisfactory completion of the Township Collection Facilities, Township shall own its Collection Facilities.

Authority shall own the Authority's Collection System and Treatment Plant.

No payments made pursuant to any provisions of this Agreement by Township to Authority shall entitle Township to any ownership of any portion of, or any interest in, the Authority Collection System and/or Treatment Plant, as the same may exist from time to time, or any part thereof.

Township agrees that it will not permit the use of the facilities constructed by Township by any other Municipality or Authority, except as provided herein.

Township acknowledges that it is purchasing the contractual right to have the Maximum Township Capacity treated by the Authority at the Sewage Treatment Plant.

4. MEMBERSHIP ON MUNICIPAL AUTHORITY BOARD.

(a) It is agreed that the Freeland Borough Council shall appoint as a member of the Authority, an individual proposed by Foster Township to the first available vacancy occurring after the Starting Date as defined in this Agreement.

(b) Foster Township shall submit to the Borough Council within thirty (30) days after the Starting Date, and at least sixty (60) days prior to any subsequent vacancies of this five (5) year term of membership, a list of five (5) names. The five names submitted to the Borough Council shall consist of individuals who shall be taxpayers in, maintain a business in, or be citizens of Foster Township. However, each individual proposed shall be an individual user of the Foster Township Sewage Collection System and an Authority's water customer.

(c) The Borough Council shall appoint one of the five individuals to such vacancy on the Authority Board.

(d) The parties agree that the intent of this Paragraph 4 is to assure Foster Township that, during the entire term of this Agreement as set forth in Paragraph 12 infra, there will always be one (1) Foster Township member on the Board. Should the Foster Township member die, resign or should his term expire, such vacancy shall be filled pursuant to the provisions of this Paragraph 4.

(e) If required, the Authority, the Borough and the Township agree to adopt appropriate resolutions and/or ordinances to accomplish the intents of this paragraph.

5. PERMIT REQUIRED FOR CONNECTIONS; RECORDS AND INSPECTIONS.

Township agrees that no person, firm, corporation, municipality or any other entity shall install or make connections to the Township Collection Facilities without first obtaining a permit to do so from Township.

Township further agrees that it will keep during the entire duration of this Agreement, a complete record of all users connected to the Township Collection Facilities and of all permits issued to all persons, corporations, municipalities or other entities who are permitted, after the date of this Agreement, to connect to the Township Collection Facilities.

Township agrees that it will make all of its records available, at reasonable times, for examination by Authority and Authority's Consulting Engineer.

Authority shall have the right to inspect, at all reasonable times, the Township's Collection Facilities or any pumping station or other facility which is a part of the Township's Collection Facilities.

6. MAXIMUM AVERAGE DAILY FLOW.

Authority will accept from Township up to the Maximum Township Capacity which shall equal 360,000 gallons per day.

Township agrees not to issue sewer connection permits, nor to allow anything which will increase the flow beyond the Maximum Township Capacity.

Township shall, at no time, discharge Sewage into the Authority's Collection System at an instantaneous peak flow of in excess of 4.0 times the Township's Maximum Capacity.

7. TREATMENT PLANT.

Authority agrees to receive and treat the Sewage discharged from Township's Collection System provided that such Sewage conforms with the rules and regulations promulgated from time to time by Authority, in its sole discretion, concerning the type sewage and industrial waste acceptable for treatment at the plant.

8. PROHIBITED SEWAGE.

Township agrees that it has enacted or will enact and that it will enforce and keep in effect during the term of this Agreement, an ordinance prohibiting the discharge into the Township Collection Facilities of stormwater, roof downspouts, rain water drainage, surface or subsurface drainage from storm water

inlets, sump pumps, floor drains, or from other direct or indirect sources. Township agrees that it has enacted or will enact and that it will enforce and keep in effect during the term of this Agreement, an ordinance or resolution prohibiting the discharge of any Sewage into the Township Collection Facilities, which Sewage does not comply with the provisions of any now existing or any future Authority rule or regulation regulating the discharge of Sewage within any portion of the Township Collection Facilities. Township further agrees that it will not discharge Sewage from the Township Collection Facilities into the Authority Collection System which:

(A) is prohibited from being discharged into the Authority Collection System, as such specifications of permissible or impermissible characteristics of Sewage reaching the Sewage Treatment Plant may exist from time to time as determined by resolution by Authority, which shall apply equally to all parties discharging Sewage into the Township Collection Facilities and/or the Authority Collection System; or

(B) is prohibited by any regulation of the Department of Environmental Protection or the Environmental Protection Agency or the regulations of any applicable state, federal, or other governmental regulatory body as such regulation may exist from time to time, including any regulations imposing more stringent requirements or conditions on Sewage than are contained in any now existing or any future Authority Resolution, rule or regulation; or

(C) is prohibited by any statutory or regulatory terms or conditions of any existing or future grant or conditions required of Authority to issue bonds to finance construction or replacement or repair of any existing or future portion of the Authority Collection System utilized to convey the Township Sewage, or to finance the construction or replacement or repair of any existing or future portion of the Sewage Treatment Plant or Authority Collection System.

9. INDUSTRIAL WASTE.

Township agrees that it will enact and will enforce during the term of this Agreement, a resolution or ordinance requiring any occupant or owner of property permitted to discharge Industrial Waste into the Township Collection Facilities to provide, at the owner's or occupant's expense, suitable facilities to enable the taking for analysis of Industrial Waste samples by Township or Authority, or their respective Consulting Engineers, at the occupant's or owner's expense. Township further agrees to take such samples as may be required by Authority and to permit the taking of such samples by Authority or its Consulting Engineer.

Township will also provide as part of the Township Collection Facilities, a means for the taking of samples of Sewage being discharged from the Township Collection Facilities into the Authority Collection System and/or the Sewage Treatment Plant. Township will provide access and means such that samples can be taken between the last points of connection of the Township Collection Facilities into the Authority Collection System and/or the Sewage Treatment Plant. Authority may take such samples at such locations for analysis of the Sewage being discharged into the Authority Collection System and/or the Sewage Treatment Plant as Authority, from time to time, may require and Township hereby permits the taking of such samples by Authority or its Consulting Engineers.

Township agrees to promulgate, enact and enforce any resolutions, ordinances and rules and regulations governing acceptance of wastewater standards that are identical to those governing customers of Authority and Borough. All construction related to the Township Collection Facilities shall be in accordance with the recommendations of Township's Consulting Engineer that is at least equal to and consistent with Authority's construction standards and shall, at no time, interrupt or interfere with the operation or efficiency of the Authority Collection System.

10. METERING AND SAMPLING DEVICE AND PUMP STATION.

(A) Metering and Sampling Device. Township will provide for the purchase, rental and maintenance of a meter to measure and record the Sewage from the Township Collection System into the Authority Collection System. The

design, model, selection, purchase, calibration, maintenance, replacement and repair of the meter shall be at the sole expense of Township.

Township shall construct areas in the Township Collection System so as to provide for the metering device, and shall construct said testing areas, all at the sole cost and expense of the Township.

The total gallons of Sewage discharged from the Township Collection Facilities into the Authority Collection System shall be read and recorded, without restriction by Township and/or by Authority.

The Township's meter and sampling device shall be calibrated by Township at least every twelve (12) months for accuracy by an individual or firm.

In the event of failure of any meter and sampling device, repairs shall be made as soon as possible at the sole expense of the Township. In the case of missing or inaccurate flow records due to a faulty meter and sampling device, an estimate of the flow based on recent flow records will be made.

In the event of any discharge by any dwelling unit which does not pass through a Township meter and sampling device, it shall be conclusively presumed that such dwelling unit will utilize and discharge Two Hundred Sixty (260) gallons per day of sewage for each and every day that such dwelling unit is connected.

(B) Pump Station. Township agrees that it will contract directly with PP&L for the power necessary for the proper operation of the Pump Station and the Township will be solely and absolutely responsible for the payment of all electric bills incurred in the operation of the Pump Station.

11. REPAIRS.

Authority agrees to keep and maintain its Treatment Plant, at all times, in good repair and operating condition, and of sufficient capacity for the purpose of this Agreement.

Authority shall have the right to inspect, at its cost, any portion of the Township Collection Facilities that is suspected by Authority to be in a defective or unlawful condition. In the event such a condition is found to exist, Authority shall promptly notify Township and Township shall undertake all measures necessary and appropriate to correct such conditions, at its sole cost and expense.

12. TERM OF AGREEMENT.

The term of this Agreement shall be Twenty (20) years or the length of the Township's loan (required for the construction of the Township Collection Facilities), whichever is greater.

If the Township's loan is for a period of time that extends beyond the year 2024, both the Borough and Authority agree to take all steps necessary in order to extend the term of the Authority for a period of time that, at least, coincides with the term of the Township's loan.

If, after the tenth anniversary of the Starting Date, Township constructs its own sewage treatment plant and/or transmission facilities, which are for the primary purpose of treating and/or transmitting sewage not generated from the Woodside, Youngstown and Highland areas, Township, upon sixty (60) days' notice to Authority, may terminate this Agreement.

13. CHARGES.

(A) Township shall not be required to make any capital contribution to Authority other than as set forth in this Agreement.

(B) Authority shall continue to bill the Township residents and residents of Butler Township on the Township Collection Facilities and collect the monthly sewer rentals from those customers from the date of this Agreement to the "Starting Date".

(C) Township agrees to pay to the Authority during the first five (5) years from the "Starting Date", the sum of Twelve ($12.00) Dollars per month per EDU contingent upon the Township having a minimum of 550 EDU's connected and using the Township's Collection Facilities on the Starting Date.

(D) After the first five (5) years from the "Starting Date", the monthly charge per EDU may be adjusted, but in no case will there ever be less that a Three ($3.00) Dollar per month differential between the Township and Borough residents. (i.e. the Township residents will always pay at least Three ($3.00) Dollars less than the Borough residents).

(E) Commencing on the "Starting Date", the Township will bill all of the Township customers which shall include the Butler residents on the Township Collection Facilities. Authority shall bill the Township monthly for the Township's EDU charge, and Township agrees to pay Authority within (30) days after receipt of the monthly bill.

(F) Although Township has no right to utilize the capacity in excess of its maximum capacity, as defined herein, in the event volume from the Township Collection Facilities exceeds Township's allocated capacity during any quarterly metering period, Township shall be deemed to have rented additional capacity from the Authority equal to the amount of such excess volume. The rental charge shall be computed by dividing the total excess volume by 260 to determine the total extra EDU's and by then multiplying the same by the existing EDU rate established in the preceding paragraphs.

(G) The Authority shall forward to Township a copy of its yearly audit within thirty (30) days after the same has been prepared.

(H) Township shall be required to contribute to or share in the costs of any upgrades, improvements, modifications or other projects of a capital nature to be undertaken by Authority associated with the Sewage Treatment Plant, force main from the existing pump station to the Plant and the existing pump station, which (i) are required pursuant to any case law, statute, regulations, rules, guidelines, permits, approvals and/or other standard or requirement of DEP or any other local, state or federal agencies, or (ii) the Authority determines that certain improvements of a capital nature associated with the Sewage

Treatment Plant, force main and pump station are required, or (iii) the Authority undertakes steps to upgrade or modify the Sewage Treatment Plant, force main and pump station, which undertaking results in costs of construction to be incurred by the Authority, then Township shall pay a proportional share of such costs arising directly from such further upgrading or improvements.

(I) Township's capital contribution to the Authority shall consist of waiving any tap-on fee payable to the Township for the following Freeland Borough properties which are set forth on Exhibit "A", which is attached hereto and made a part hereof. These properties are now and shall continue to be billed by the Authority after the Starting Date, at Borough residents' rate. However, after Starting Date, any new customer connecting to the Township Collection Facilities, regardless of municipal location, will be subject to all Township fees, including but not limited to tap-on fees, and billed by Township at its then current rates.

Township shall not be required to pay costs associated with expanding (but not upgrading) the Sewage Treatment Plant, force main and pump station which will not result in additional allocated capacity to Township.

14. ADDITIONAL CAPACITY.

Township may request increases in its Maximum Township Capacity. If Township desires to discharge in excess of the Maximum Township Capacity, Township shall notify the Authority, in writing, and within sixty (60) days of the receipt of such written notification, Authority shall notify Township, in writing, of its decision regarding same, which decision shall be in the Authority's sole discretion, but which shall not be unreasonably withheld or denied.

15. INTEREST.

If Township does not make full payment to Authority of any of the charges or other payments as provided for in this Agreement, on or before the specified payment date (i.e. thirty (30) days after receipt of the monthly payment), Authority shall give the Township a written five (5) day notice to cure, and

should Township fail to make payment in full within the 5-day cure period, there shall then be added to the amount thereof, a late charge of five (5%) percent of the amount due.

16. LIMITATION ON SERVICE TO FOSTER TOWNSHIP RESIDENTS.

Except for the existing sewage treatment plant, pump station, sewer interceptors and mains owned by the Authority, which are located in Foster Township, nothing in this Agreement shall give the Authority the right to extend its sewer interceptors or mains at anytime from the date of this Agreement into any portion of Foster Township, or in any way collecting and treating sewage generated in Foster Township, without the prior written approval of the Foster Township Supervisors.

17. BAN ON CONNECTIONS.

Upon Township reaching One Hundred (100%) percent of its reserved capacity of 360,000 gallons, Authority shall notify Township, in writing, that Township shall impose an immediate and total prohibition against any new connections and sewer extensions to the Township Collection Facilities, and Township shall not issue any future building permits or other permits that would require connection to the Township Collection Facilities.

18. EFFECT OF THE MAXIMUM CAPACITY BEING EXCEEDED.

In the event that the Maximum Township Capacity is exceeded, Authority shall have the following options:

(A) Require Township to take all legal steps to decrease its flows and/or pollutant loads, such that the Maximum Township Capacity shall not be exceeded. In the event Authority elects this option, Township shall immediately undertake all such steps to decrease the Township flows and shall continuously and vigorously pursue all such steps until the Township flows do not exceed the Maximum Township Capacity.

(B) Authority may lease capacity to Township in its sole and absolute discretion, to the extent Maximum Township Capacity is exceeded.

The rental paid to Authority for such additional capacity shall be determined as set forth in Paragraph 13(F), supra.

(C) Allocate additional capacity to Township by increasing the maximum capacity by an amount which would have been sufficient to have resulted in the maximum capacity not having been exceeded.

(D) Take such other actions as may be legally available to Authority. Authority shall have the right to choose such of the above options as Authority shall deem, in its own best interest. Township shall have no right to require Authority to make any particular choice among the above options. Authority shall have the right to choose one or more of the above options regarding a portion of any amount by which the Maximum Township Capacity is exceeded and to choose another of the above options regarding the remainder.

19. SEPTIC SEWAGE.

Township agrees to take those measures acceptable to Authority which may be necessary to prevent Township's Sewage from becoming septic in their collection facilities or at the point of connection to Authority's Collection System. If such septic sewage conditions do occur following completion of construction, Township will, within sixty (60) days of receipt of written notification from Authority, take additional measures acceptable to Authority which may be necessary to correct this condition. If, after 60 days, the agreed-upon measures have not been completed, Authority may take the necessary measures, charging the full costs thereof to Township. The cost of repair of any damage caused by septic sewage or the replacement of any facility or equipment damage by septic sewage from the Township will be billed directly to Township. Any increased operating costs caused by the septic sewage from Township or preventive measures will be borne entirely by Township and paid for within sixty (60) days.

20. REIMBURSEMENT FOR DAMAGES FROM IMPROPER DISCHARGE.

Township shall pay the cost of any damage to the Treatment Plant or the Authority Collection System resulting from discharge of improper sewage from Township in violation of the above paragraph regarding septic sewage, in violation of the quality standards and restrictions contained herein and in the various Authority's resolutions, rules and regulations, and in violation of any of the terms and conditions of this Agreement. The Township shall pay the cost of any damage to the Treatment Plant, or the Authority's Collection System, resulting from discharge of improper sewage into the Authority Collection System from any customer in the Township in violation of the terms and conditions of this Agreement, the above paragraph regarding septic sewage, and the resolutions, rules and regulations of the Authority.

21. CERTAIN COVENANTS OF TOWNSHIP WITH RESPECT TO OPERATIONS.

Township covenants and agrees that it will do the following at its exclusive expense:

(A) Maintain the Township Metering Device in good repair, working order and condition and in accordance with all manufacturers' specifications, including making all necessary repairs, renewals, calibrations, damage, replacements, improvements and additions as may be needed from time to time.

(B) Employ the services of a certified instrument service company for inspection and calibration for accuracy of the flow meters, recorders and totalizers constituting the Township Metering Device at least annually or more frequently if required for such devices to be kept in good and accurate operation. All field service reports on the inspection and calibration of such devices shall be maintained by Township and shall be available for inspection by Authority and its Consulting Engineer when requested.

(C) Comply with all present and future laws, rules, regulations, permits, orders and requirements lawfully made by the Pennsylvania

Department of Environmental Protection or the Federal Environmental Protection Agency or any other governmental body having jurisdiction.

(D) Comply with all present and future regulations, requirements and procedures adopted by Authority in connection with the operation of the Sewage Treatment Plant which pertain to all Sewage conveyed to the Sewage Treatment Plant and all sources of Sewage conveyed to the Sewage Treatment Plant, including all users within the Borough.

(E) Take all reasonable steps to control and eliminate sources of infiltration and of inflow into the Township Collection Facilities.

(F) Enact all ordinances and resolutions necessary to fulfill and implement all obligations undertaken in this Agreement and will take all steps necessary to enforce all obligations undertaken in this Agreement.

(G) Township covenants and agrees that it will not accept Sewage from any sources or from any user not located in Township, except for those Butler Township residents who are currently on the Township Collection Facilities, which Sewage will be conveyed using the Township Collection Facilities to the Authority Collection System without the prior written approval of Authority. Authority shall have the right to withhold such approval or to grant such approval on such terms as it sees fit. Authority shall have the right to make allocations for such use not located in Township to such user or to a municipality or municipality authority other than Township.

22. <u>BOROUGH AUTHORIZATION.</u>

The Borough hereby authorizes if required and if not required then suggests to the Authority to proceed with the execution and delivery of this Agreement and the undertaking terms and conditions contemplated herein. The Borough specifically disavows that it has any responsibility to authorize the Freeland Municipal Authority to take any action in connection with this Agreement. The Freeland Municipal Authority is an independent organization created by the Freeland Council but which is free of the constraints of the Freeland Council insofar as its powers, duties and responsibilities are defined by

the Municipalities Authorities Act of Pennsylvania and the various rules and regulations of the Municipal Authority. Any legal actions or proceedings appropriate for undertaking by the Freeland Municipal Authority do not require Freeland Borough authorization. The Borough of Freeland will, if necessary, which necessity the Borough expressly negates, enact any resolution or ordinance necessary for the Borough to be a party to this Agreement, including the agreement of the Freeland Borough to appoint an individual recommended by the Foster Township Supervisors to one of the positions as a member of the Board of Directors of the Freeland Municipal Authority. Nothing contained herein shall expressly or impliedly infer that the Borough has any legal responsibility to authorize the terms and conditions or consequences of this Agreement nor does the Borough expressly or impliedly warrant that by the execution of this Agreement, it has assumed any legal responsibility other than the agreement to appoint a Foster representative as a member of the Municipal Authority Board of Directors as contemplated in Paragraph 4 of this Agreement AND the Borough's commitment in Paragraph 12 to extend the term of the Authority, if necessary, for financing purposes so that the Township's life at least coincides with the term of the Township's loan.

23. INSURANCE.

(A) Township shall have Authority added as a named insured or as an additional insured on all policies of liability insurance which Township shall have in effect during the term of this Agreement. Township shall have a waiver of subrogation clause included or added by endorsement to all existing and all future policies of liability insurance which Township shall have in effect during the term of this Agreement. If Township shall have any policy of liability insurance providing contractual liability coverage, such policies shall either be written on a blanket contractual basis or this Agreement shall be specifically listed as a contract covered by such contractual liability coverage.

(B) Authority shall have Township added as a named insured or as an additional insured on all policies of liability insurance which Authority shall have in effect during the term of this Agreement. Authority shall have a waiver of subrogation clause included or added by endorsement to all existing and all future policies of liability insurance which Authority shall have in effect during the term of this Agreement. If Authority shall have any policy of liability insurance

providing contractual liability coverage, such policies shall either be written on a blanket contractual basis or this Agreement shall be specifically listed as a contract covered by such contractual liability coverage.

24. IMDEMNIFICATION BY TOWNSHIP.

Township hereby agrees to indemnify, hold harmless and defend Authority and its respective successors, heirs, agents, assigns, officers, board members, solicitors, Consulting Engineers and employees from and against any and all claims, damages, losses, demands, lawsuits, proceedings and expense (including attorneys' fees, engineering fees, experts' fees, and administrative expenses), arising out of or relating to: (1) any Sewage from the Township Collection Facilities; (2) the Township Collection Facilities, including their maintenance, operation, location, existence, or conditions; (3) this Agreement or any breach or enforcement or lack of enforcement of this Agreement or of any terms of this Agreement; or (4) any activities of Township or of any employee, agent, independent contractor, officer or board member of Township. The above obligations to indemnify, to hold harmless and to defend shall include: (a) any such claims or demands whether or not such shall prove false or shall not be proven or established; (b) any proceedings, whether filed in a court or before any government unit or agency and all proceedings of any nature, whether brought by any government unit or agency or by a private citizen, corporation or other entity; (c) any and all investigation expenses; (d) all civil proceedings and remedies, including civil fines, and all criminal proceedings and fines, sought and secured by any government unit or agency or by anyone; (e) the costs of any remedial clean-up, purification, monitoring or other expense related in whole or in part to the Sewage from the Township Collection Facilities. The obligations of Township to indemnify, to hold harmless and to defend under this paragraph will not apply if in any way the claim, demand, loss or event has been caused in whole or in part by the action, omission, or negligence of Authority, or of any employee, agent, officer, Board member, solicitor, Consulting Engineer or independent contractor of Authority.

25. INDEMNIFICATION BY AUTHORITY.

Authority hereby agrees to indemnify, hold harmless and defend Township and its successors, heirs, agents, assigns, officers, Board members, solicitors, Consulting Engineers and employees from and against any and all claims,

damages, losses, demands, lawsuits, proceedings and expenses (including attorneys' fees, engineering fees, experts' fees and administrative expenses) arising out of or relating to: (1) any sewage from the Authority's Collection Facilities; (2) the Sewage Treatment Plant, including its maintenance, operation, location, existence or conditions; (3) this Agreement or any breach or enforcement or lack of enforcement of this Agreement or of any terms of this Agreement; (4) any activities of Authority or of any employee, agent, independent contractor, officer or Board member of Authority. The above obligations to indemnify, to hold harmless and to defend shall include: (1) any such claims or demands whether or not such shall prove false or shall not be proven or established; (b) any proceeding, whether filed in a court or before any government unit or agency or by a private citizen, corporation or other entity; (c) any and all investigation expenses; (d) all civil proceedings and remedies, including civil fines, and all criminal proceedings and fines, sought and secured by any government unit or agency or by anyone; (e) the costs of any remedial clean-up, purification, monitoring or other expense related in whole or in part to the Treatment Plant. The obligations of Authority to indemnify, to hold harmless and to defend under this paragraph will not apply if any way the claim, demand, loss or event has been caused in whole or in part by the action, omission, or negligence of Township, or of any employee, agent, officer, Board member, solicitor, Consulting Engineer or independent contractor of Township.

26. FORCE MAJEURE.

Notwithstanding any other provision of this Agreement, no party hereto shall be responsible for damages to the other for any failure to comply with this Agreement resulting from an Act of God or riot, sabotage, public calamity, flood, strike, breakdown of the Treatment Plant, or other event beyond its reasonable control. The party having the responsibility for the facilities so affected, however, shall proceed promptly to remedy the consequences of such event, with costs to be shared, if applicable, to the extent provided elsewhere herein.

27. COSTS AND EXPENSES.

The party found to have breached this Agreement shall reimburse the non-breaching parties hereto, for all expenses and costs incurred in any regard, including all attorneys' fees and engineering and other experts' fees, in any action

regarding the enforcement of this Agreement or of any terms or provisions of this Agreement.

28. CAPTIONS AND HEADINGS.

The captions and headings of the paragraphs in this Agreement are for convenience only and such shall neither expand, restrict, control nor affect the meaning or effect or interpretation of any of the terms or provisions of this Agreement.

29. ARBITRATION.

Any disputes arising under this Agreement in connection with the construction or interpretation of the Agreement or the performance or breach of any term or condition in this Agreement shall be submitted to arbitration by any party filing a written demand with the other parties and with the President Judge of the Court of Common Pleas of Luzerne County. The President Judge, upon the request of any party, shall have the authority to select one (1) Arbitrator to hear and decide any said dispute or disputes. The Arbitrator may not reside nor have his office or place of business in Borough or Township. The decision of the Arbitrator shall be binding upon the parties. The Arbitrator's fees and costs shall be borne equally by the parties. In the event the President Judge is unavailable to make such appointment or fails to make such appointment within twenty (20) days of such request for appointment, it shall be referred to such other Luzerne County Judge as may be directed by the Luzerne County Court Administrator. The arbitration proceedings shall be completed with all hearings and a written decision rendered by the Arbitrator within one (1) year of the Court entering an Order appointing such Arbitrator.

30. SEVERABLITY.

Should any one or more of the provisions of this Agreement, for any reason, be held illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Agreement, and this Agreement shall, in such circumstances, be construed and enforced as if such illegal or invalid provisions had not been contained herein.

31. MODIFICATION.

This Agreement may be modified only by a writing, either signed by all parties or by a writing signed by the party against whom the modification is being enforced and only after acceptance of such modification by the other party, which acceptances may be in writing or by conduct evidencing or constituting acceptance. This particular paragraph may not be modified except by a writing signed by all parties.

32. COUNTERPARTS OF THIS AGREEMENT TO BE EFFECTIVE.

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, and be as effective as an original, but all of which together shall constitute but one and the same instrument.

33. COURT ENFORCEMENT OF THIS AGREEMENT.

Any party hereto may seek and obtain preliminary injunctive relief from the Court of Common Pleas of Luzerne County to enforce any provision of this Agreement. The parties hereto agree to submit, and hereby do submit, to the equitable jurisdiction of the Court of Common Pleas of Luzerne County for the purpose of obtaining preliminary injunctive relief with the understanding that any final determination shall be governed pursuant to Paragraph 29 providing for arbitration.

34. ASSIGNMENT AND BINDING EFFECT ON SUCCESSIONS AND ASSIGNS.

This Agreement may be assigned by Authority without the written consent of Township. This Agreement may not be assigned by Township without the express written consent of Authority, except to a municipality authority created by Township. No assignment shall be made except upon the assumption of all obligations and terms of this Agreement, including all overdue or unperformed outstanding obligations, and upon assumption of all responsibility for any part and uncorrected breach of this Agreement. This Agreement shall bind the parties and their successors and assigns.

35. APPLICABLE LAW.

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

36. TERMS OF AGREEMENT.

This Agreement shall be binding on all parties and shall be in effect for the term hereof unless earlier terminated by mutual written consent of all parties hereto.

37. RECORDING.

This Agreement may be recorded by any party hereto.

38. TERMINATION OF PRIOR AGREEMENT.

The Borough, Authority and Township do hereby agree that the Agreement dated September 16, 1970 between the parties hereto shall automatically terminate on the "Starting Date".

39. This Agreement is conditioned upon the Department of Environmental Protection approving the Act 537 amendments of the Borough and Township if required to implement the terms of this Agreement. In addition, this Agreement is conditioned upon the Department of Environmental Protection approving the same.

40. This Agreement is also contingent upon the Township obtaining financing in an amount equal to the total project costs for the construction of the Township Collection Facilities.

IN WITNESS WHEREOF, and intending to be legally bound by this Agreement, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers and have caused their corporate seals to be

affixed and attested by their duly authorized officers.

ATTEST:

Secretary

BOROUGH OF FREELAND MUNICIPAL AUTHORITY

BY: Paul P. Thomas

Chairman

ATTEST:

Secretary

FREELAND BOROUGH

BY: Lillian Urmosh

President

ATTEST:

Secretary

FOSTER TOWNSHIP

BY:

Chairman

ACKNOWLEDGMENTS

COMMONWEALTH OF PENNSYLVANIA:
SS:
COUNTY OF LUZERNE :

On this, the 6TH day of DECEMBER, 1999, before me, a Notary Public, the undersigned officer, personally appeared PAUL P. THOMAS, who acknowledged himself to be the Chairman of the BOROUGH OF FREELAND MUNICIPAL AUTHORITY, and that he, as such Chairman, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said Borough of Freeland Municipal Authority by himself as Chairman.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notarial Seal
Ann Fagan, Notary Public
Sugarloaf Twp., Luzerne County
My Commission Expires June 10, 2003

COMMONWEALTH OF PENNSYLVANIA:
SS:
COUNTY OF LUZERNE :

On this, the 7th day of February, ~~1999~~ 2000, before me, a Notary Public, the undersigned officer, personally appeared LILLIAN URENOVICH, who acknowledged ~~him~~her self to be the President of Council of FREELAND BOROUGH, and that ~~he~~she, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said Freeland Borough by ~~him~~her self as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notarial Seal
James V. Senape, Jr., Notary Public
Freeland Boro, Luzerne County
My Commission Expires May 10, 2000
Member, Pennsylvania Association

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA:
SS:
COUNTY OF LUZENE :

On this, the 23 day of Feb, ~~1999~~ 2000, before me, a Notary Public, the undersigned officer, personally appeared James Schell, who acknowledged himself to be the Chairman of FOSTER TOWNSHIP, and that he, as such Chairman, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said Foster Township by himself as Chairman.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARIAL SEAL
ALBERT F. MAIER JR. Notary Public
Freeland, Luzerne County, PA
My Commission Expires JULY 23, 2000

Service Address	Block	Number of Units
403 Fern Street	Freeland Resident/Foster Sewer	1
404 Fern Street	Freeland Resident/Foster Sewer	1
410 Fern Street	Freeland Resident/Foster Sewer	1
450 Fern Street	Freeland Resident/Foster Sewer	1
451 Fern Street	Freeland Resident/Foster Sewer	2
454 Fern Street	Freeland Resident/Foster Sewer	1
456 Fern Street	Freeland Resident/Foster Sewer	1
458 Fern Street	Freeland Resident/Foster Sewer	1
460 Fern Street	Freeland Resident/Foster Sewer	1
984 South Street	Freeland Resident/Foster Sewer	3
501 Cedar Street	Freeland Resident/Foster Sewer	1
505 Cedar Street	Freeland Resident/Foster Sewer	1
519 Cedar Street	Freeland Resident/Foster Sewer	1
521 Cedar Street	Freeland Resident/Foster Sewer	1
529 Cedar Street	Freeland Resident/Foster Sewer	1
537 Cedar Street	Freeland Resident/Foster Sewer	1
619 Cedar Street	Freeland Resident/Foster Sewer	1
TOTAL NUMBER OF UNITS		**20**

TOK'd
Date: 4-7-16 Initials: MG
Project #: 2010-2617-00
Folder #:

MODIFYING CONTRACT

THIS MODIFYING CONTRACT, made this 14th day of January, 2009, by and between the **Borough of Freeland Municipal Authority**, hereinafter referred to as "Authority", **Freeland Borough**, hereinafter referred to as "Borough", **Foster Township**, hereinafter referred to as "Foster", all of Luzerne County Pennsylvania,

WITNESSETH:

WHEREAS, Authority is the owner and operator of the sewage collection system and treatment plant located in the Borough of Freeland; and

WHEREAS, Township desires to utilize a portion of the Authority's sewage collection system and treatment plant and further desires to reserve and utilize a portion of the capacity of the treatment plant for the sewage that emanates from Foster Township sewers; and

WHEREAS the Authority is desirous of accepting the sewage from premises in Foster Township for transportation through the Authority's sewerage collection system and treatment in the Authority's sewage treatment plant; and

WHEREAS it is necessary for the Borough to be a party to this Agreement insomuch as one of the provisions of this Agreement provides that Freeland Borough Council appoint one Foster Township resident as a member the Authority; and

WHEREAS the Borough is agreeable to being a party to this Agreement primarily for the purpose of indicating its agreement to reserve one position on the Board of Directors of the Authority for a Foster Township recommended appointee as further described in this Agreement; and

WHEREAS, the parties hereto are interested in making additional changes to the Agreement dated December 8, 1999 by virtue of the time has past since its execution.

NOW, THEREFORE, in consideration of the mutual covenants and releases hereinafter contained, and in further consideration of One ($1.00) Dollar in hand to each paid, receipt whereof is hereby acknowledged, the parties hereto agree to the following:

1. Paragraph 1. **DEFINITIONS** is amended to add the following:

> **"EDU"** shall mean an equivalent dwelling unit and will equal 260 gallons of sewage per day."

2. The definition of **"Township Collection Facilities"** set forth in Paragraph 1 (Page 4 and 5) of the original Agreement dated December 8, 1999 is amended by adding at the end the following:

> "It is understood and agreed to by all of the parties hereto that the Township Collection Facilities, as defined above, may be located anywhere within the Township, including but not limited to the Woodside area of Foster Township, Sub-area 5, Highland, Youngstown and Upper Lehigh".

3. Paragraph 2 of the original Agreement dated December 8, 1999 is revoked and in lieu thereof the following is added:

> "2. **CONSTRUCTION.** Township, at its own expense and at no expense to Authority or Borough, shall, during the term of this Agreement, be solely responsible for the construction of the Township Collection Facilities.
>
> Authority shall pay all costs and expenses related to the acquisition, construction, operation and maintenance of the Authority's Collection System.
>
> Notwithstanding the above, the parties hereto agree that Township shall build their pump station on Wyoming Street adjacent to the existing pump station of the Authority. Township shall retain ownership of its new pump station and Authority will retain ownership of its existing pump station. However, Township and Authority agree that the Authority's sewage will flow into the new Township's pump station,

which shall then pump said sewage into the Authority's Collection System. The mechanical and electrical components of the new pump station shall be housed and located in the existing Authority's pump station building and Township and Authority agree that Township's new pump station and the Authority's existing pump station that will house the mechanical and electrical components shall be used by them jointly in the future. Township and Authority agree to execute joint easements, if necessary, providing for their joint use of the new pump station and the rehabilitated Authority pump station.

Notwithstanding anything in this Agreement to the contrary, all the yearly operating expense of the jointly used pumping station including upgrades, repairs and maintenance, shall be divided between Township and Authority on a proportional EDU basis.

Notwithstanding anything in this Agreement to the contrary, the cost of the joint pump station facility, which shall include any rehabilitation work of the existing Authority pump station, but excluding the value of the land owned by the Township and Authority, shall be divided equally between the Township and Authority. Should the Township contribute more than fifty (50%) percent of the total cost authority agrees that it will reimburse Foster the amount exceeding fifty (50%) percent at the time Authority closes on its construction loans."

4. Paragraph 6 of the original Agreement dated December 8, 1999 is modified as follows:

"6. **MAXIMUM AVERAGE DAILY FLOW.**
Authority will accept from Township up to the Maximum Township Capacity which shall equal 390,000 gallons per day.

Township agrees not to issue sewer connection permits, nor to allow anything which will increase the flow beyond the Maximum Township Capacity.

Township shall, at no time, discharge Sewage into the

Authority's Collection System at an instantaneous peak flow of in excess of 4.0 times the Township's Maximum Capacity."

5. The next to the last paragraph in Paragraph 10 (A) of the original Agreement dated December 8, 1999 is deleted and in lieu thereof the following inserted:

"In the event of failure of any meter and sampling devise, repairs shall be made as soon as possible at the sole expense of the Township. In the case of missing or inaccurate flow records due to a faulty meter and sampling devise, an estimate of the flow based on flow records for the preceding 12 months will be made."

6. Paragraph 10 (B) of the original Agreement dated December 8, 1999 is deleted in full and in lieu thereof the following is inserted:

" (B) Pump Station. Except for the pump station on Wyoming Street, which is to be jointly used by Township and Authority, and which has been previously dealt with in Paragraph 2 above, Township agrees that it will contract directly with PP&L for the power necessary for the proper operation of its pump stations and the Township will be solely and absolutely responsible for the payment of all electric bills incurred in the operation of its pump stations."

7. The first Paragraph of Paragraph 11 of the original Agreement dated December 8, 1999 is deleted in full and in lieu thereof the following is inserted:

"7. **REPAIRS.**
Authority agrees to keep and maintain its treatment plant and all components of the Authority's Collection System jointly used by Authority and Township, at all times, in good repair and operation condition, and of sufficient capacity for the purpose of this Agreement."

8. The third paragraph in Paragraph 12 of the original Agreement dated December 8, 1999 is deleted in full and in lieu thereof the following is inserted:

"If, after the tenth anniversary of the Starting Date, Township constructs its own sewage treatment plant and/or transmission facilities, which are for the primary purpose of treating and/or transmitting sewage not generated from the Woodside, Youngstown, Highland and Upper Lehigh areas, Township, upon sixty (60) days' notice to Authority, may terminate this Agreement."

9. The following sub-paragraphs of Paragraph 13 of the original Agreement dated December 8, 1999 are deleted in full and in lieu thereof the following is inserted:

"13. **CHARGES.**

(C) Township agrees to pay to the Authority from the "Starting Date" to the date when the Authority's Engineer certifies that the construction of the Authority's upgrades have been completed and approved by DEP the sum of $17.00 Dollars per month per EDU.

(D) After the Authority's upgrades have been certified as completed and approved by DEP, the monthly charge per EDU maybe adjusted by the Authority, but in no case will there be less than an Eight ($8.00) Dollar per month differential between the Township and Borough residents (i.e. the Township residents will always pay at least Eight ($8.00) Dollars less than the Borough residents).

(E) Commencing on the "Starting Date" the Township will bill all of the Township customers which shall include but is not limited to, the charge per EDU imposed by Authority pursuant to the proceeding paragraphs. Township shall bill Butler monthly for the Butler residents to use the Township Collection Facilities to transport their sewage to the Authority's Sewage Treatment Plant for treatment. Authority shall bill the Township and Butler monthly for said EDU charge and Township and Butler agree to pay Authority within thirty (30) days after the receipt of the monthly bill.

(H) Township shall be required to contribute to or share in the costs of any upgrades, improvements, modifications or other projects of a capital nature to be undertaken by Authority associated with the Sewage Treatment Plant, force main from the Wyoming Street pump station to the Plant and the Wyoming Street pump station, which (i) required pursuant to any case law, statute, regulations, rules, guidelines, permits, approvals and/or other standard or requirement of DEP or any other local, state or federal agencies, or (ii) the Authority determines that certain improvements of a capital nature associated with the Sewage Treatment Plant, force main and pump station are required for the proper operation of the Sewage Treatment Plant, force main and pump station.

10. Paragraph 15 of the original Agreement dated December 8, 1999 is deleted in full and in lieu thereof the following is inserted:

"15. **INTEREST.**
If Township does not make full payment to Authority of any of the charges or other payments as provided for in this Agreement, on or before the specified payment date (i.e. thirty (30) days after receipt of the monthly payment), Authority shall give the Township a written five (5) day notice to cure, and should Township fail to make payment in full within the 5-day cure period, there shall then be added to the amount thereof, interest in the same amount as Foster's then current debt service interest rate, and if none, then six (6%) percent legal interest."

11. Paragraph 17 of the original Agreement dated December 8, 1999 is amended by changing "360,000" gallons to "390,000" gallons.

12. Paragraph 21 of the original Agreement dated December 8, 1999 is amended by making the word "Devise" plural in sub-paragraphs (A) and (B).

13. Paragraph 21 (G) of the original Agreement is amended by deleting the phrase "except for those Butler Township residents who are currently on the Township Collection facilities," and inserting in lieu thereof "except for those Butler Township residents who are located in the Butler Terrace and Upper Lehigh areas of Butler Township who are on the Township Collection Facilities,".

14. Paragraph 23 of the original Agreement dated December 8, 1999 is deleted in full and in lieu thereof the following is inserted:

> "23. **INSURANCE.**
> (A) Township shall have Authority added as a named insured or as an additional insured on all policies of liability insurance which Township shall have in effect with respect to the operation and/or maintenance of the Township Collection Facilities during the term of this Agreement.
>
> (B) Authority shall have the Township added as a named insured or as an additional insured on all policies of liability insurance which Authority shall have in effect with respect to the operation and/or maintenance of the Authority's Collection System and Sewage Treatment Plant during the term of this Agreement."

15. Paragraph 25 of the original Agreement dated December 8, 1999 is amended by deleting sub-paragraph (2) and in lieu thereof inserting the following:

> "25. **INDEMNIFICATION BY AUTHORITY.**
> (2) the Authority's Collection Facilities and Sewage Treatment Plant, including their maintenance, operation, location, existence or conditions;"

16. Paragraph 34 of the original Agreement is hereby deleted in full and in lieu thereof the following is inserted:

> "34. **ASSIGNMENT AND BINDING EFFECT ON SUCCESSIONS AND ASSIGNS.**
> This Agreement may be assigned by Authority and Township without the written consent of the other. No assignment shall be made except upon the assumption of all obligations and terms of this Agreement, including all overdue or unperformed outstanding obligations, and upon assumption of all responsibility for any part and uncorrected breach of this Agreement. This Agreement shall bind the parties and their successors and assigns."

17. Paragraph 38 of the original Agreement dated December 8, 1999 is deleted in full and in lieu thereof the following is inserted:

> "38. **TERMINATION OF PRIOR AGREEMENT.** The Borough, Authority and Township do hereby agree that the Agreement dated September 16, 1970 between the parties hereto shall automatically terminate on December 8, 1999."

18. Paragraph 39 of the original Agreement dated December 8, 1999 is deleted in full and in lieu thereof the following is inserted:

> "39. This Agreement is conditioned upon the Department of Environmental Protection approving the Act 537 Amendments of the Borough and Township if required to implement the terms of this Agreement. In addition, this Agreement is conditioned upon approval by both the Department of Environmental Protection and PennVest."

19. A new Paragraph 41 is added to read as follows:

> "41. The Modifying Contract dated November 6, 2000 is hereby terminated and of no further effect.

20. All of the other terms, conditions, and stipulations, as contained in the original Agreement, dated December 8, 1999, shall remain in full force and effect and without any change or modification whatsoever, except only as provided for above.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written.

ATTEST :

Secretary

BOROUGH OF FREELAND MUNICIPAL AUTHORITY

Chairman

ATTEST :

Secretary

FREELAND BOROUGH

Chairman

ATTEST :

Secretary

FOSTER TOWNSHIP

Chairman

APPENDIX O

OPERATIONS AND MAINTENANCE AGREEMENT

AGREEMENT

NOW, this 18th day of July, 2012, this Agreement is made between the **BOROUGH OF FREELAND MUNICIPAL AUTHORITY** (hereinafter referred to as the "Authority") and the **FOSTER TOWNSHIP,** 1000 Wyoming Avenue, Freeland, Pennsylvania, (hereinafter referred to as the "Township")

BACKGROUND

WHEREAS, by virtue of an original Agreement dated December 8, 1999 and modifying contract dated January 14, 2010. The Authority and the Township have agreed to use jointly the facility consisting of the Township's new pump station and the Authority's renovated pump station located at Wyoming Street in Foster Township; and

WHEREAS, the modifying contract above mentioned delineated ownership of the respective portions of the facility, and cost allocations for both construction and operating expense, but did not provide for details of operation and maintenance of the joint facility; and

WHEREAS, the parties desire to establish the terms and conditions for the operation and maintenance of the joint facility.

NOW, THERFORE, intending to be legally bound hereby, the parties agree as follows:

1. The Borough of Freeland Municipal Authority agrees to operate and maintain the joint pump station facility.

2. The Authority shall make daily visits and inspections to the facility and perform routine operation, maintenance and minimal corrective action at no expense to the Township.

3. The Authority shall provide significant maintenance, including repairs and upgrades, the cost for which shall be paid by the Authority and the Township on a proportional basis based upon EDU's. Repairs and upgrades beyond routine maintenance shall require the approval of both parties. The current proportional shares are 75% for the Authority and 25% for the Township. Upon the addition of the Cittiero facility into the system, the proportional shares shall be projected as 63% for the Authority and 37% for the Township. Significant maintenance would include, but not be limited to the following tasks:

    1. Inspection and pulling of pumps to perform cleaning and maintenance.

    2. Inspecting and cleaning of pump station trash rack.

    3. Structural or electrical repairs within the jointly used facility.

4. The term of this Agreement shall be indefinite and continue as long as the ownership interests of the joint facility remain as outlined in the modifying contract above referenced or the parties mutually agree to terminate this Agreement.

5. The Authority shall bill the Township for its prorata share of operation and maintenance upon completion of the billable maintenance or repair and the Township agrees to pay the Authority within thirty (30) days following the date of invoice.

6. Arbitration of Disputes. This paragraph provides that all disputes between the Township and the Authority, including any claims based upon or arising out of this Agreement, will be resolved by binding arbitration. By signing this Agreement, the Township and the Authority give up their right to go to Court to assert or defend rights under this Contract. Therefore, the Township and the Authority will have their respective rights determined by a neutral arbitrator and not a judge or a jury. By agreeing to arbitration, the Township and the Authority are entitled to a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in Court. Arbitration decisions are as enforceable as any Court order and are subject to very limited review by a Court.

Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the Arbitrator may be entered in any Court having jurisdiction thereof. The place of arbitration shall be at the principal office of Foster Township located in Freeland Borough, Luzerne County, Pennsylvania, and this contract shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

At the time of signing this Agreement, each party acknowledges that they are familiar with the fees associated with the arbitration process, and represent that they have the ability to pay their own fees. As such, each party shall bear their own costs and expense and an equal share of the arbitrator and administrative fees for arbitration.

For more details regarding the American Arbitration Association and the arbitration process call 1-215-732-5260, write 230 South Broad Street, 12th Floor, Philadelphia, PA 19102, or visit their website at www.adr.org.

7. Severability. In the event that any section, paragraph or term of this Agreement shall be determined to be invalid or unenforceable by an competent tribunal for any reason, the remainder of this Agreement shall be unaffected thereby and shall remain in full force and effect and if any section, paragraph, or term of this Agreement is adjudged to any extent to be invalid or unenforceable by any competent tribunal, such section, paragraph, or term will be deemed modified to the extent necessary to make it enforceable.

8. Amendments, Revisions or Alterations. This Agreement may be amended, revised or altered only by mutual agreement of the parties in writing.

9. Law Governing. The substantive laws of the Commonwealth of Pennsylvania shall govern the interpretation and enforcement of this Agreement. The parties hereby consent to personal jurisdiction in the federal and state courts in the Commonwealth of Pennsylvania.

10. Complete Agreement. This Agreement contains the entire agreement between the parties in respect to the subject matter hereof and supersedes any and all other agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. The language of all parts of this Agreement shall in all cases be construed according to its fair meaning and not strictly for or against any of the parties.

11. Headings. The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.

12. Rules of Construction. The parties acknowledge that each party has reviewed and revised this Agreement and the rule of contract construction whereby ambiguities are construed against the drafter are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

13. No Waiver. No waiver of any provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding upon a party unless executed in writing by the party making the waiver.

14. Successors and Assigns. The terms and provisions of this Agreement shall be binding on and inure to the benefit of the Authority and shall be binding on and inure to the benefit of the Township.

15. Notices. All notices hereunder shall be in writing and shall be deemed to have been given if delivered with a signed receipt of acceptance, or mailing registered or certified mail, postage prepaid, to the Township or the Authority, as the case may be, at the address above.

16. Signatures. Both the Township and the Authority sign below intending to be legally bound to the above Contract.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Authority and the Township have executed this Agreement the day first above written.

ATTEST:

Joseph A Wagela

THE BOROUGH OF FREELAND MUNICIPAL AUTHORITY

By: William Kuplus
Chairman

ATTEST:

G Eckroto Jones

FOSTER TOWNSHIP

By: Gerald J Bryan
Chairperson

Michael Spack

APPENDIX P

- **RESOLUTIONS OF ADOPTION**
- **PLANNING COMMISSION COMMENTS**
- **PROOF OF PUBLICATION**
- **COMMENTS & RESPONSES**

RESOLUTION NO. 11-19-1-2012

A RESOLUTION OF THE BOROUGH OF FREELAND

ADOPTING A REVISION TO THE JOINT OFFICIAL ACT 537 SEW AGE FACILITIES

PLAN OF THE BOROUGH OF FREELAND AND FOSTER TOWNSHIP, LUZERNE

COUNTY, PENNSYLVANIA

WHEREAS Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the Pennsylvania Sewage Facilities Act", as amended, and the Rules and Regulations of the Pennsylvania Department of Environmental Protection (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, requires the Borough of Freeland and Foster Township to adopt a Joint Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters and/or environmental health hazards with sewage wastes, and to revise said plan whenever it is necessary to meet the sewage disposal needs of the municipality, and,

WHEREAS, Borton-Lawson Engineering under authorization of the Borough of Freeland Municipal Authority has prepared a Joint Sewage Facilities Plan Revision, dated August 2012, which provides for long-term sewage disposal needs for a portion of the Borough of Freeland, Foster Township and Butler Township, and,

WHEREAS, the alternative of choice to be implemented is the replacement of the Authority-owned existing 8-inch force main with a new 10-inch force main at the Wyoming Street pump station, construction of one (1) new Foster Township-owned sewage pump station at Wyoming Street to service both the Borough and Townships, installation of 400,000 gallon equalization tanks at the Authority-owned sewage treatment plant, no additional primary clarification tank installation at the Authority-owned sewage treatment plant, and the installation of a new Authority-owned combined sewer overflow (CSO) adjacent to the existing CSO. The key implementation dates are October 2014 for the force main, December 2012 for the sewage treatment plant and CSO, and August 2010 for the pump station.

WHEREAS, the municipality finds that the Facility Plan described above conforms to applicable zoning, subdivision, and other municipal ordinances and plans and to a comprehensive program of pollution control and water quality management.

Now, THEREFORE BE IT RESOLVED, that the Council of the Borough of Freeland does hereby adopt and submit to the Department of Environmental Protection for its approval as a revision to the "Official Plan" of the municipality, the above referenced Facility Plan. The municipality hereby assures the Department of the complete and timely implementation of the said plan as required by law. (Section 5, Pennsylvania Sewage Facilities Act as amended).

Resolved and enacted this 19th day of November, Two Thousand Twelve (2012)

Borough of Freeland Council

Attest

President

Anna Marie Dwrange
Secretary

RESOLUTION NO. 3 of 2012

A RESOLUTION OF THE BOROUGH OF FREELAND MUNICIPAL AUTHORITY

ADOPTING A REVISION TO THE JOINT OFFICIAL ACT 537 SEWAGE FACILITIES

PLAN OF THE BOROUGH OF FREELAND AND FOSTER TOWNSHIP, LUZERNE

COUNTY, PENNSYLVANIA

WHEREAS, Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act", as amended, and the Rules and Regulations of the Pennsylvania Department of Environmental Protection (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, requires the Borough of Freeland and Foster Township to adopt a Joint Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters and/or environmental health hazards with sewage wastes, and to revise said plan whenever it is necessary to meet the sewage disposal needs of the municipality, and,

WHEREAS, Borton-Lawson Engineering under authorization of the Borough of Freeland Municipal Authority has prepared a Joint Sewage Facilities Plan, dated August 2012, which provides for long-term sewage disposal needs for a portion of the Borough of Freeland, Foster Township and Butler Township, and,

WHEREAS, the alternative of choice to be implemented is the replacement of the Authority-owned existing 8-inch force main with a new 10-inch force main at the Wyoming Street pump station, construction of one (1) new Foster Township-owned sewage pump station at Wyoming Street to service both the Borough and Townships, installation of 400,000 gallon equalization tanks at the Authority-owned sewage treatment plant, no additional primary clarification tank installation at the Authority-owned sewage treatment plant, and the installation of a new Authority-owned combined sewer overflow (CSO) adjacent to the existing CSO. The key implementation dates are October 2014 for the force main, December 2012 for the sewage treatment plant and CSO, and August 2010 for the pump station.

WHEREAS, the Borough of Freeland Municipal Authority finds that the Facility Plan described above conforms to applicable zoning, subdivision, and other municipal ordinances and plans and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE BE IT RESOLVED, that the Borough of Freeland Municipal Authority does hereby adopt and submit to the Department of Environmental Protection for its approval as a revision to the "Official Plan" of the municipality, the above referenced Facility Plan. The Authority hereby assures the Department of the complete and timely implementation of the said plan as required by law. (Section 5, Pennsylvania Sewage Facilities Act as amended).

Resolved and enacted this 19th day of Nov., Two Thousand Twelve (2012)

The Borough of Freeland Municipal Authority

William Yurkus

Chairman

Attest

Anna Marie Durango

Secretary

RESOLUTION NO. 2

A RESOLUTION OF THE FOSTER TOWNSHIP BOARD OF SUPERVISORS

ADOPTING A REVISION TO THE JOINT OFFICIAL ACT 537 SEWAGE FACILITIES

PLAN OF THE BOROUGH OF FREELAND AND FOSTER TOWNSHIP, LUZERNE

COUNTY, PENNSYLVANIA

WHEREAS, Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act", as amended, and the Rules and Regulations of the Pennsylvania Department of Environmental Protection (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, requires the Borough of Freeland and Foster Township to adopt a Joint Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters and/or environmental health hazards with sewage wastes, and to revise said plan whenever it is necessary to meet the sewage disposal needs of the municipality, and,

WHEREAS, Borton-Lawson Engineering under authorization of the Freeland Municipal Authority has prepared a Joint Sewage Facilities Plan Revision, dated August 2012, which provides for long-term sewage disposal needs for a portion of the Borough of Freeland, Foster Township and Butler Township, and,

WHEREAS, the alternative of choice to be implemented is the replacement of the Authority-owned existing 8-inch force main with a new 10-inch force main at the Wyoming Street pump station, construction of one (1) new Foster Township-owned sewage pump station at Wyoming Street to service both the Borough and Townships, installation of 400,000 gallon equalization tanks at the Authority-owned sewage treatment plant, no additional primary clarification tank installation at the Authority-owned sewage treatment plant, and the installation of a new Authority-owned combined sewer overflow (CSO) adjacent to the existing CSO. The key implementation dates are October 2014 for the force main, December 2012 for the sewage treatment plant and CSO, and August 2010 for the pump station.

WHEREAS, Foster Township finds that the Facility Plan described above conforms to applicable zoning, subdivision, and other municipal ordinances and plans and to a comprehensive program of pollution control and water quality management

Now, THEREFORE BE IT RESOLVED, that the Foster Township Board of Supervisors hereby concurs with the attached revision to the "Official Plan" of the municipality, the above referenced Facility Plan.

Resolved and enacted this 14th day of November, Two Thousand Twelve (2012)

Foster Township Board of Supervisors

Gerald J. Barzyn
Chairman

Attest

G. Eckrote Jones
Secretary

Butler Township

415 West Butler Drive • Drums, Pennsylvania 18222 • (570) 788-3547 • Fax (570) 788-5938

April 19, 2013

Borton-Lawson
Attn: Samantha Albert
613 Baltimore Drive, Suite 300
Wilkes-Barre, Pa 18702

Attn: Resolution R-121312
Revised Joint Official Act 537 Plan for Freeland and Foster Township

Dear Ms. Albert:

Enclosed please find original copy of Resolution R-121312, as per the instruction of Attorney Karpowich.

Thank you for your attention to this matter,

Sincerely,

BUTLER TOWNSHIP SUPERVISORS

Jane A. Reakes, Township Administration
/jr

BORTON-LAWSON
CEO TOK
PRES
CFO
HR
MKTG
ACCT
APR 25 2013
PROJECT NO.

RESOLUTION NO. R-121312

A RESOLUTION OF THE BUTLER TOWNSHIP BOARD OF SUPERVISORS ADOPTING A REVISION TO THE JOINT OFFICIAL ACT 537 SEWAGE FACILITIES PLAN OF THE BOROUGH OF FREELAND AND FOSTER TOWNSHIP, LUZERNE COUNTY, PENNSYLVANIA

WHEREAS, Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act", as amended, and the Rules and Regulations of the Pennsylvania Department of Environmental Protection (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, requires the Borough of Freeland and Foster Township to adopt a Joint Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters and/or environmental health hazards with sewage wastes, and to revise said plan whenever it is necessary to meet the sewage disposal needs of the municipality, and,

WHEREAS, Borton-Lawson Engineering under authorization of the Borough of Freeland Municipal Authority has prepared a Joint Sewage Facilities Plan Revision, dated August 2012, which provides for long-term sewage disposal needs for a portion of the Borough of Freeland, Foster Township and Butler Township, and,

WHEREAS, the alternative of choice to be implemented is the replacement of the Authority-owned existing 8-inch force main with a new 10-inch force main at the Wyoming Street pump station, construction of one (1) new Foster Township-owned sewage pump station at Wyoming Street to service both the Borough and Townships, installation of 400,000 gallon equalization tanks at the Authority-owned sewage treatment plant, no additional primary clarification tank installation at the Authority-owned sewage treatment plant, and the installation of a new Authority-owned combined sewer overflow (CSO) adjacent to the existing CSO. The key implementation dates are October 2014 for the force main, December 2012 for the sewage treatment plant and CSO, and August 2010 for the pump station.

WHEREAS, the municipality finds that the Facility Plan described above conforms to applicable zoning, subdivision, and other municipal ordinances and plans and to a comprehensive program of pollution control and water quality management.

Now, THEREFORE BE IT RESOLVED, that the Butler Township Board of Supervisors does hereby adopt and submit to the Department of Environmental Protection for its approval as a revision to the "Official Plan" of the municipality, the above referenced Facility Plan.

Resolved and enacted this 13 day of December Two Thousand Twelve (2012)

Butler Township Board of Supervisors

Chairman

Attest

Secretary

Borton Lawson
ENGINEERING
ARCHITECTURE

August 2, 2012

Butler Township Planning Commission
415 West Butler Drive
Drums, PA 18222

RE: Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update Revision
Cert. Mail #: 7006-0810-0005-3395-7828

BL No.: 2011-2762-01

Dear Planning Commissioners:

Please find the attached is a draft copy of the Joint Official Sewage Facilities Plan Update Revision for the Freeland Borough and Foster Township. The PA Code: Title 25, Chapter 71.31 (b) requires municipalities/municipal authorities to forward proposed official plans to the appropriate planning agencies for review and comment. Please review the attached plan and forward any comments to:

Freeland Municipal Authority
711 Birbeck Street
Freeland, PA 18224
ATTN: Act 537 Plan Update

If no comments are received within sixty (60) days of receipt of this plan, the requirements of the PA Code will be considered satisfied. If you have any questions regarding the Plan, please do not hesitate to contact me at (570)821-1994 ext. 243

Sincerely,

for Samantha Albert, P.E.
Project Manager

Enclosure
DMW/sac

c: Freeland Municipal Authority

OHIO
Canton

PENNSYLVANIA
Bethlehem
Nazareth
Pittsburgh
State College
Towanda
Wilkes-Barre

WILKES-BARRE
613 Baltimore Drive
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Wilkes-Barre, PA 18702

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Fax: 570.821.1990

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Street, Apt. or PO Box 415 WEST BUTLER DRIVE
City, State DRUMS PA 18222

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1. Article Addressed to:

BUTLER TOWNSHIP PLANNING
COMMISSION
415 WEST BUTLER DRIVE
DRUMS PA 18222

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A. Signature X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) DanMarie Posateri C. Date of Delivery 8-6-12

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

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☐ Insured Mail ☐ C.O.D.

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Street, Apt. or PO Box: 415 WEST BUTLER DRIVE
City, State: DRUMS PA 18222

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1. Article Addressed to:

BUTLER TOWNSHIP PLANNING
COMMISSION
415 WEST BUTLER DRIVE
DRUMS PA 18222

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
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Borton Lawson
ENGINEERING
ARCHITECTURE

August 2, 2012

Freeland Borough Planning Commission
PO Box 117 – Center and Walnut Streets
Freeland, PA 18224

RE: Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update Revision
Cert. Mail #: 7010-2780-0003-3999-7919

BL No.: 2011-2762-01

Dear Planning Commissioners:

Please find the attached is a draft copy of the Joint Official Sewage Facilities Plan Update Revision for the Freeland Borough and Foster Township. The PA Code: Title 25, Chapter 71.31 (b) requires municipalities/municipal authorities to forward proposed official plans to the appropriate planning agencies for review and comment. Please review the attached plan and forward any comments to:

Freeland Municipal Authority
711 Birbeck Street
Freeland, PA 18224
ATTN: Act 537 Plan Update

If no comments are received within sixty (60) days of receipt of this plan, the requirements of the PA Code will be considered satisfied. If you have any questions regarding the Plan, please do not hesitate to contact me at (570)821-1994 ext. 243

Sincerely,

for Samantha Albert, P.E.
Project Manager

Enclosure
DMW/sac

c: Freeland Municipal Authority

OHIO
Canton

PENNSYLVANIA
Bethlehem
Nazareth
Pittsburgh
State College
Towanda
Wilkes-Barre

WILKES-BARRE
613 Baltimore Drive
Suite 300
Wilkes-Barre, PA 18702

Phone: 570.821.1999
Fax: 570.821.1990

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Total Postage	10.34

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7010 2780 0003 3999 7919

Sent To: FREELAND BOROUGH PLANNING COMMISSION
Street, Apt. No. or PO Box No.: PO BOX 117
City, State, ZIP: CENTRE AND WALNUT STREETS FREELAND PA 18224

PS Form 3800

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1. Article Addressed to:

FREELAND BOROUGH PLANNING
COMMISSION
PO BOX 117
CENTRE AND WALNUT STREETS
FREELAND PA 18224

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X A M Durange ☐ Agent ☐ Addressee

B. Received by (Printed Name) A M Durange
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

AUG - 6 2012

3. Service Type
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4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7010 2780 0003 3999 7919

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FREELAND PA 18224

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FREELAND BOROUGH PLANNING
COMMISSION
PO BOX 117
CENTRE AND WALNUT STREETS
FREELAND PA 18224

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

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If YES, enter delivery address below: ☐ No

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4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7010 2780 0003 3999 7919

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Borton Lawson
ENGINEERING
ARCHITECTURE

August 2, 2012

Foster Township Planning Commission
1000 Wyoming Avenue
Freeland, PA 18224

RE: Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update Revision
Cert. Mail #: 7010-2780-0003-3999-7902

BL No.: 2011-2762-01

Dear Planning Commissioners:

Please find the attached is a draft copy of the Joint Official Sewage Facilities Plan Update Revision for the Freeland Borough and Foster Township. The PA Code: Title 25, Chapter 71.31 (b) requires municipalities/municipal authorities to forward proposed official plans to the appropriate planning agencies for review and comment. Please review the attached plan and forward any comments to:

Freeland Municipal Authority
711 Birbeck Street
Freeland, PA 18224
ATTN: Act 537 Plan Update

If no comments are received within sixty (60) days of receipt of this plan, the requirements of the PA Code will be considered satisfied. If you have any questions regarding the Plan, please do not hesitate to contact me at (570)821-1994 ext. 243

Sincerely,

for Samantha Albert, P.E.
Project Manager

Enclosure
DMW/sac

c: Freeland Municipal Authority

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Sent To: FOSTER TOWNSHIP PLANNING COMMISSION
Street, Apt. No., or PO Box No.: 1000 WYOMING AVENUE
City, State, ZIP+4: FREELAND PA 18224

PS Form 3800, A ... See Reverse for Instructions

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1. Article Addressed to:

FOSTER TOWNSHIP PLANNING
COMMISSION
1000 WYOMING AVENUE
FREELAND PA 18224

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A. Signature: X B Majewski ☐ Agent ☐ Addressee

B. Received by (Printed Name): B. Majewski C. Date of Delivery: 8/6/12

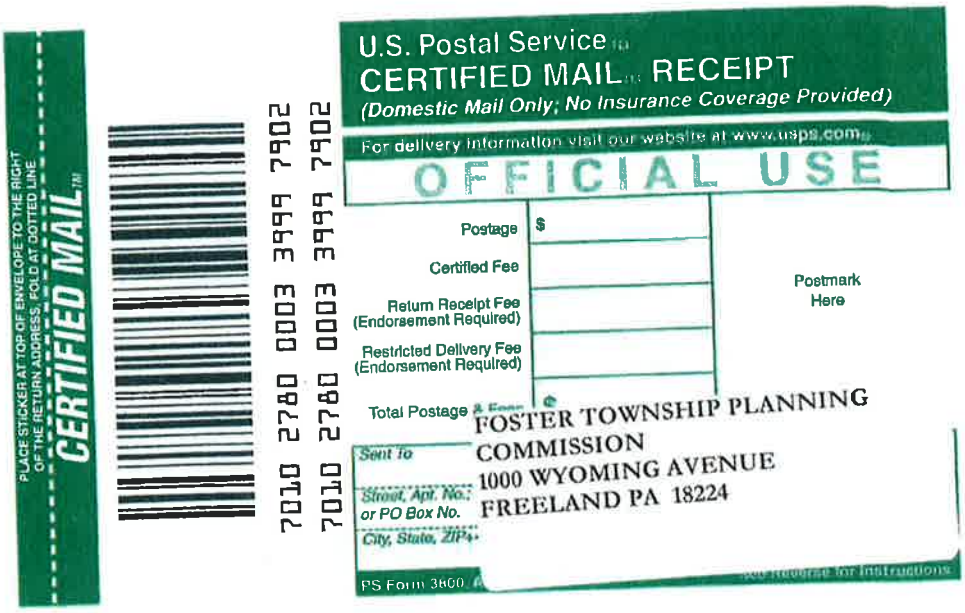
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4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7010 2780 0003 3999 7902

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1. Article Addressed to:

FOSTER TOWNSHIP PLANNING
COMMISSION
1000 WYOMING AVENUE
FREELAND PA 18224

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
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☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7010 2780 0003 3999 7902

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

Borton Lawson
ENGINEERING
ARCHITECTURE

August 2, 2012

Luzerne County Planning Commission
200 North River Street
Wilkes-Barre, PA 18711-1001

RE: Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update Revision
Cert. Mail #: 7011-1150-0001-2851-5512

BL No.: 2011-2762-01

Dear Planning Commissioners:

Please find the attached is a draft copy of the Joint Official Sewage Facilities Plan Update Revision for the Freeland Borough and Foster Township. The PA Code: Title 25, Chapter 71.31 (b) requires municipalities/municipal authorities to forward proposed official plans to the appropriate planning agencies for review and comment. Please review the attached plan and forward any comments to:

Freeland Municipal Authority
711 Birbeck Street
Freeland, PA 18224
ATTN: Act 537 Plan Update

If no comments are received within sixty (60) days of receipt of this plan, the requirements of the PA Code will be considered satisfied. If you have any questions regarding the Plan, please do not hesitate to contact me at (570)821-1994 ext. 243

Sincerely,

Samantha Albert, P.E.
Project Manager

Enclosure
DMW/sac

c: Freeland Municipal Authority

OHIO
Canton

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Bethlehem
Nazareth
Pittsburgh
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Sent To: LUZERNE COUNTY PLANNING COMMISSION
Street, Apt. No.; or PO Box No.: 200 NORTH RIVER STREET
City, State, ZIP+: WILKES BARRE PA 18711-1001

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1. Article Addressed to:

LUZERNE COUNTY PLANNING
COMMISSION
200 NORTH RIVER STREET
WILKES BARRE PA 18711-1001

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☑ Addressee

B. Received by (Printed Name) [illegible] C. Date of Delivery 8-6-12

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☑ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7011 1150 0001 2851 5512

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540



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1. Article Addressed to:

LUZERNE COUNTY PLANNING
COMMISSION
200 NORTH RIVER STREET
WILKES BARRE PA 18711-1001

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (*Printed Name*) C. Date of Delivery

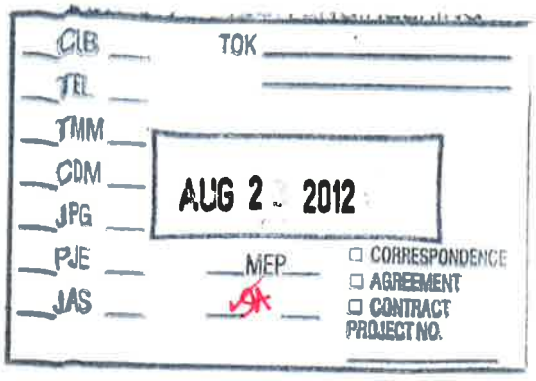
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Freeland Borough
Planning Commission

711 Birkbeck Street
P O Box C
Freeland, PA 18224

Phone: (570) 636-1733
Fax: (570) 636-1700
fmaws@ptd.net

August 21, 2012

Samantha Albert, P E
Borton-Lawson Engineering
613 Baltimore Drive
Suite 300
Wilkes Barre, PA 18702-7903

Dear Ms. Albert:

We are in receipt of the joint 537 Plan update for Freeland Borough and Foster Township. We have reviewed the plan and have no comment.

Sincerely yours,

Ronald T. Briggs
Planning Commission Chairman

RTB/amd

cc: Freeland Borough Council
Foster Township Supervisors

Foster Township Board of Supervisors

1000 Wyoming Ave. Freeland, Pa 18224
PHONE: 636-3757 - 636-3798 - FAX: 636-3584

June 3, 2013

Borton-Lawson Engineering
613 Baltimore Drive
Suite 300
Wilkes-Barre, PA 18702-7903

Attn: Samantha Albert, P.E.

RE: Act 537 Plan Update Revision
Freeland Municipal Authority
Foster Township
Luzerne County, PA

Dear Ms. Albert:

The Foster Township Planning Commission received the Joint Official Sewage Facilities Plan Update, **dated August 2012**, for Freeland Borough and Foster Township. We reviewed the Plan at our August 2012 meeting and we have no comment on the Plan Update.

Sincerely,

Jeffrey Searfoss
Foster Township
Planning Commission Chariman

Butler Township

415 West Butler Drive • Drums, Pennsylvania 18222 • (570) 788-3547 • Fax (570) 788-5938

September 5, 2012

Freeland Municipal Authority
711 Birkbeck Street
Freeland, PA 18224

Attn: Act 537 Plan Update

RE: Freeland Municipal Authority
Official Sewage Facilities Plan Update
Freeland Borough, Luzerne County, PA

Dear Sir/Madam:

The Butler Township Planning Commission received the Freeland Municipal Authority Official Sewage Facilities Plan Update on August 6, 2012. Per PA Code: Title 25, Chapter 71.31 (b), we have reviewed the Plan and have no comments.

Sincerely,

BUTLER TOWNSHIP PLANNING COMMISION

Paul Feno, Chairman

PF/jr

Borough of Freeland Municipal Authority
Water and Sewer Division
711 Birkbeck Street
P O Box C
Freeland, PA 18224

Phone: (570) 636-1733
Fax: (570) 636-1700
fmaws@ptd.net

November 20, 2012

Samantha Albert, P.E.
Project Manager
Borton Lawson Engineering
613 Baltimore Drive
Wilkes-Barre, PA 18702

Dear Samantha:

Please be advised that the Authority and Borough did not receive any comments on the Freeland Borough/Foster Township Joint Act 537 Plan Update during the 30-day public comment period that occurred from October 4, 2012 through November 5, 2012.

Sincerely,

BOROUGH OF FREELAND MUNICIPAL AUTHORITY

William Kuklis
Chairman

David M. Wieller

From: Merolli, Adrian [Adrian.Merolli@luzernecounty.org]
Sent: Monday, September 10, 2012 4:18 PM
To: David M. Wieller
Subject: RE: Act 537 Plan Update - Borough of Freeland and Foster Township

Dear Mr. Wieller,

The Luzerne County Planning Commission is making no comment on the Freeland Borough and Foster Township Joint Official Sewage Facilities Plan Update Revision.

Adrian Merolli, Executive Director
Luzerne County Planning Commission

From: David M. Wieller [mailto:DWieller@borton-lawson.com]
Sent: Monday, September 10, 2012 4:12 PM
To: Merolli, Adrian
Subject: Act 537 Plan Update - Borough of Freeland and Foster Township

Mr. Merolli,

On August 2, Borton-Lawson submitted a copy of the Freeland Borough and Foster Township Joint Official Sewage Facilities Plan Update Revision to the Luzerne County Planning Commission for comment per PA Code Title 25, Chapter 71.31 (b).

I spoke with Kathy today and she mentioned that these plans are not reviewed by the Planning Commission and comments are not issued. Can you please confirm this as we will need to have documentation that the Planning Commission has no comments when we submit the plan to PADEP?

Thank you very much for your time.

David M. Wieller, P.E.
Senior Project Engineer

Borton-Lawson
3897 Adler Place
Bethlehem, PA 18017
V: 484.821.0470 x2116
F: 484.821.0474
E: dwieller@borton-lawson.com

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The Standard Speaker (Under act P.L. 877 No 160. July 9, 1976)
CommonWealth of Pennsylvania, county of Luzerne

FREELAND BOROUGH
711 BIRKBACK STREET
FREELAND, PA 18224

Account #212418
Order #81037938
Ad Price: 893.42

Chantel Mangat Being duly sworn according to law deposes and says that she is accounting clerk for The Standard Speaker, owner and publisher of The Standard Speaker, a newspaper of general circulation, established in 1865, published in the city of Hazleton, county and state aforesaid, and that the printed notice or publication hereto attached is exactly as printed in the regular editions of the said newspaper on the following dates:

10/03/12 10/04/12 10/05/12

NOTICE

Affiant further deposes and says that neither the affiant nor The Standard Speaker is interested in the subject matter of the aforesaid notice or advertisement and that all allegations in the foregoing statement as time, place and character or publication are true

Chantel Mangat

Sworn and subscribed to before me, this 20th day of November, A.D., 2012

Joyce Thompson
(Notary Public)

NOTARIAL SEAL
JOYCE THOMPSON
Notary Public
WILKES-BARRE CITY,LUZERNE COUNTY
My Commission Expires Apr 30, 2013

PUBLIC NOTICE

The Borough of Freeland Municipal Authority and Foster Township hereby give notice to establish a 30-day review and comment period for their Official Joint Sewage Facilities Plan Update (Act 537 Plan).

The Plan reconciles inconsistencies with previously approved Official Sewage Facilities Plan Updates for Foster Township related to the Wyoming Street Pump Station and Freeland Borough related to the Wyoming Street Pump Station, their Combined Sewer Overflow (CSO), and Wastewater Treatment Plant upgrades. The Plan also addresses the need to replace the Wyoming Street Pump Station sewage force main. The capacity of the newly constructed Wyoming Street Pump Station is limited by the existing 8-inch force main, constructed in the late 1960's, which has evidance of aged condition. This limitation of capacity puts the Freeland Municipal Authority at risk of being unable to meet the requirements of their CSO Long Term Control Plan. The Plan recommends replacing the existing 8-inch Wyoming Street Pump Station force main with a new 10-inch force main.

The estimated project cost is $1.3 million. The estimated costs include construction, engineering, permitting, legal, and administrative fees. The project will require funding with a loan package from the United States Department of Agriculture, Rural Utility Service (RUS). Projected user rates for the project for residents of Freeland Borough, Foster Township and Butler Township are estimated to be $ 1.65 per month. Final user rates will depend on the final amount of financing secured for the project.

This Public Notice initiates a public review and comment period of thirty (30) days beginning on October 4, 2012. The Plan will be available for review at the offices of the Borough of Freeland Municipal Authority Office, 711 Birkbeck Street, Freeland, PA 18224 and Foster Township Supervisors, 1000 Wyoming Street, Freeland, PA 18224 during normal business hours. Written comments only will be accepted at or mailed to:

The Borough of Freeland
Municipal Authority
711 Birkbeck Street, PO Box C
Freeland, PA 18224
(570)636-1733

APPENDIX Q

2010 U.S. CENSUS DATA

- **FREELAND**
- **FOSTER TOWNSHIP**
- **BUTLER TOWNSHIP**

AMERICAN FactFinder

DP-1

Profile of General Population and Housing Characteristics: 2010

2010 Demographic Profile Data

NOTE: For more information on confidentiality protection, nonsampling error, and definitions, see http://www.census.gov/prod/cen2010/doc/dpsf.pdf.

Geography: Freeland borough, Pennsylvania

Subject	Number	Percent
SEX AND AGE		
Total population	3,531	100.0
Under 5 years	264	7.5
5 to 9 years	201	5.7
10 to 14 years	211	6.0
15 to 19 years	220	6.2
20 to 24 years	206	5.8
25 to 29 years	213	6.0
30 to 34 years	230	6.5
35 to 39 years	218	6.2
40 to 44 years	225	6.4
45 to 49 years	232	6.6
50 to 54 years	230	6.5
55 to 59 years	223	6.3
60 to 64 years	196	5.6
65 to 69 years	151	4.3
70 to 74 years	132	3.7
75 to 79 years	132	3.7
80 to 84 years	154	4.4
85 years and over	93	2.6
Median age (years)	40.1	(X)
16 years and over	2,803	79.4
18 years and over	2,711	76.8
21 years and over	2,603	73.7
62 years and over	789	22.3
65 years and over	662	18.7
Male population	1,701	48.2
Under 5 years	145	4.1
5 to 9 years	110	3.1
10 to 14 years	92	2.6
15 to 19 years	110	3.1
20 to 24 years	103	2.9
25 to 29 years	105	3.0
30 to 34 years	104	2.9
35 to 39 years	116	3.3
40 to 44 years	109	3.1
45 to 49 years	111	3.1
50 to 54 years	114	3.2
55 to 59 years	119	3.4
60 to 64 years	96	2.7
65 to 69 years	72	2.0
70 to 74 years	60	1.7
75 to 79 years	48	1.4
80 to 84 years	65	1.8
85 years and over	22	0.6

Subject	Number	Percent
Median age (years)	38.8	(X)
16 years and over	1,328	37.6
18 years and over	1,278	36.2
21 years and over	1,229	34.8
62 years and over	323	9.1
65 years and over	267	7.6
Female population	1,830	51.8
Under 5 years	119	3.4
5 to 9 years	91	2.6
10 to 14 years	119	3.4
15 to 19 years	110	3.1
20 to 24 years	103	2.9
25 to 29 years	108	3.1
30 to 34 years	126	3.6
35 to 39 years	102	2.9
40 to 44 years	116	3.3
45 to 49 years	121	3.4
50 to 54 years	116	3.3
55 to 59 years	104	2.9
60 to 64 years	100	2.8
65 to 69 years	79	2.2
70 to 74 years	72	2.0
75 to 79 years	84	2.4
80 to 84 years	89	2.5
85 years and over	71	2.0
Median age (years)	41.8	(X)
16 years and over	1,475	41.8
18 years and over	1,433	40.6
21 years and over	1,374	38.9
62 years and over	466	13.2
65 years and over	395	11.2
RACE		
Total population	3,531	100.0
One Race	3,480	98.6
White	3,382	95.8
Black or African American	21	0.6
American Indian and Alaska Native	4	0.1
Asian	19	0.5
Asian Indian	4	0.1
Chinese	6	0.2
Filipino	1	0.0
Japanese	2	0.1
Korean	6	0.2
Vietnamese	0	0.0
Other Asian [1]	0	0.0
Native Hawaiian and Other Pacific Islander	0	0.0
Native Hawaiian	0	0.0
Guamanian or Chamorro	0	0.0
Samoan	0	0.0
Other Pacific Islander [2]	0	0.0
Some Other Race	54	1.5
Two or More Races	51	1.4
White; American Indian and Alaska Native [3]	17	0.5
White; Asian [3]	4	0.1
White; Black or African American [3]	7	0.2
White; Some Other Race [3]	11	0.3
Race alone or in combination with one or more other races: [4]		
White	3,424	97.0
Black or African American	31	0.9
American Indian and Alaska Native	25	0.7

Subject	Number	Percent
Asian	23	0.7
Native Hawaiian and Other Pacific Islander	8	0.2
Some Other Race	72	2.0
HISPANIC OR LATINO		
Total population	3,531	100.0
Hispanic or Latino (of any race)	205	5.8
Mexican	27	0.8
Puerto Rican	60	1.7
Cuban	0	0.0
Other Hispanic or Latino [5]	118	3.3
Not Hispanic or Latino	3,326	94.2
HISPANIC OR LATINO AND RACE		
Total population	3,531	100.0
Hispanic or Latino	205	5.8
White alone	123	3.5
Black or African American alone	5	0.1
American Indian and Alaska Native alone	2	0.1
Asian alone	1	0.0
Native Hawaiian and Other Pacific Islander alone	0	0.0
Some Other Race alone	53	1.5
Two or More Races	21	0.6
Not Hispanic or Latino	3,326	94.2
White alone	3,259	92.3
Black or African American alone	16	0.5
American Indian and Alaska Native alone	2	0.1
Asian alone	18	0.5
Native Hawaiian and Other Pacific Islander alone	0	0.0
Some Other Race alone	1	0.0
Two or More Races	30	0.8
RELATIONSHIP		
Total population	3,531	100.0
In households	3,531	100.0
Householder	1,509	42.7
Spouse [6]	593	16.8
Child	1,046	29.6
Own child under 18 years	730	20.7
Other relatives	163	4.6
Under 18 years	69	2.0
65 years and over	41	1.2
Nonrelatives	220	6.2
Under 18 years	21	0.6
65 years and over	15	0.4
Unmarried partner	135	3.8
In group quarters	0	0.0
Institutionalized population	0	0.0
Male	0	0.0
Female	0	0.0
Noninstitutionalized population	0	0.0
Male	0	0.0
Female	0	0.0
HOUSEHOLDS BY TYPE		
Total households	1,509	100.0
Family households (families) [7]	927	61.4
With own children under 18 years	401	26.6
Husband-wife family	593	39.3
With own children under 18 years	219	14.5
Male householder, no wife present	103	6.8
With own children under 18 years	55	3.6
Female householder, no husband present	231	15.3
With own children under 18 years	127	8.4

Subject	Number	Percent
Nonfamily households [7]	582	38.6
Householder living alone	497	32.9
Male	210	13.9
65 years and over	64	4.2
Female	287	19.0
65 years and over	174	11.5
Households with individuals under 18 years	443	29.4
Households with individuals 65 years and over	507	33.6
Average household size	2.34	(X)
Average family size [7]	2.94	(X)
HOUSING OCCUPANCY		
Total housing units	1,760	100.0
Occupied housing units	1,509	85.7
Vacant housing units	251	14.3
For rent	66	3.8
Rented, not occupied	4	0.2
For sale only	38	2.2
Sold, not occupied	8	0.5
For seasonal, recreational, or occasional use	16	0.9
All other vacants	119	6.8
Homeowner vacancy rate (percent) [8]	3.8	(X)
Rental vacancy rate (percent) [9]	10.7	(X)
HOUSING TENURE		
Occupied housing units	1,509	100.0
Owner-occupied housing units	960	63.6
Population in owner-occupied housing units	2,265	(X)
Average household size of owner-occupied units	2.36	(X)
Renter-occupied housing units	549	36.4
Population in renter-occupied housing units	1,266	(X)
Average household size of renter-occupied units	2.31	(X)

X Not applicable.

[1] Other Asian alone, or two or more Asian categories.

[2] Other Pacific Islander alone, or two or more Native Hawaiian and Other Pacific Islander categories.

[3] One of the four most commonly reported multiple-race combinations nationwide in Census 2000.

[4] In combination with one or more of the other races listed. The six numbers may add to more than the total population, and the six percentages may add to more than 100 percent because individuals may report more than one race.
[5] This category is composed of people whose origins are from the Dominican Republic, Spain, and Spanish-speaking Central or South American countries. It also includes general origin responses such as "Latino" or "Hispanic."
[6] "Spouse" represents spouse of the householder. It does not reflect all spouses in a household. Responses of "same-sex spouse" were edited during processing to "unmarried partner."
[7] "Family households" consist of a householder and one or more other people related to the householder by birth, marriage, or adoption. They do not include same-sex married couples even if the marriage was performed in a state issuing marriage certificates for same-sex couples. Same-sex couple households are included in the family households category if there is at least one additional person related to the householder by birth or adoption. Same-sex couple households with no relatives of the householder present are tabulated in nonfamily households. "Nonfamily households" consist of people living alone and households which do not have any members related to the householder.

[8] The homeowner vacancy rate is the proportion of the homeowner inventory that is vacant "for sale." It is computed by dividing the total number of vacant units "for sale only" by the sum of owner-occupied units, vacant units that are "for sale only," and vacant units that have been sold but not yet occupied; and then multiplying by 100.
[9] The rental vacancy rate is the proportion of the rental inventory that is vacant "for rent." It is computed by dividing the total number of vacant units "for rent" by the sum of the renter-occupied units, vacant units that are "for rent," and vacant units that have been rented but not yet occupied; and then multiplying by 100.
Source: U.S. Census Bureau, 2010 Census.

AMERICAN FactFinder

DP-1

Profile of General Population and Housing Characteristics: 2010

2010 Demographic Profile Data

NOTE: For more information on confidentiality protection, nonsampling error, and definitions, see http://www.census.gov/prod/cen2010/doc/dpsf.pdf.

Geography: Foster township, Luzerne County, Pennsylvania

Subject	Number	Percent
SEX AND AGE		
Total population	3,467	100.0
Under 5 years	137	4.0
5 to 9 years	134	3.9
10 to 14 years	184	5.3
15 to 19 years	197	5.7
20 to 24 years	155	4.5
25 to 29 years	126	3.6
30 to 34 years	151	4.4
35 to 39 years	201	5.8
40 to 44 years	276	8.0
45 to 49 years	311	9.0
50 to 54 years	347	10.0
55 to 59 years	285	8.2
60 to 64 years	302	8.7
65 to 69 years	217	6.3
70 to 74 years	147	4.2
75 to 79 years	130	3.7
80 to 84 years	92	2.7
85 years and over	75	2.2
Median age (years)	47.8	(X)
16 years and over	2,968	85.6
18 years and over	2,876	83.0
21 years and over	2,784	80.3
62 years and over	845	24.4
65 years and over	661	19.1
Male population	1,787	51.5
Under 5 years	75	2.2
5 to 9 years	69	2.0
10 to 14 years	92	2.7
15 to 19 years	99	2.9
20 to 24 years	86	2.5
25 to 29 years	61	1.8
30 to 34 years	73	2.1
35 to 39 years	117	3.4
40 to 44 years	146	4.2
45 to 49 years	167	4.8
50 to 54 years	187	5.4
55 to 59 years	150	4.3
60 to 64 years	146	4.2
65 to 69 years	116	3.3
70 to 74 years	75	2.2

Subject	Number	Percent
75 to 79 years	63	1.8
80 to 84 years	42	1.2
85 years and over	23	0.7
Median age (years)	47.3	(X)
16 years and over	1,525	44.0
18 years and over	1,483	42.8
21 years and over	1,437	41.4
62 years and over	403	11.6
65 years and over	319	9.2
Female population	1,680	48.5
Under 5 years	62	1.8
5 to 9 years	65	1.9
10 to 14 years	92	2.7
15 to 19 years	98	2.8
20 to 24 years	69	2.0
25 to 29 years	65	1.9
30 to 34 years	78	2.2
35 to 39 years	84	2.4
40 to 44 years	130	3.7
45 to 49 years	144	4.2
50 to 54 years	160	4.6
55 to 59 years	135	3.9
60 to 64 years	156	4.5
65 to 69 years	101	2.9
70 to 74 years	72	2.1
75 to 79 years	67	1.9
80 to 84 years	50	1.4
85 years and over	52	1.5
Median age (years)	48.3	(X)
16 years and over	1,443	41.6
18 years and over	1,393	40.2
21 years and over	1,347	38.9
62 years and over	442	12.7
65 years and over	342	9.9
RACE		
Total population	3,467	100.0
One Race	3,443	99.3
White	3,359	96.9
Black or African American	40	1.2
American Indian and Alaska Native	10	0.3
Asian	8	0.2
Asian Indian	0	0.0
Chinese	2	0.1
Filipino	2	0.1
Japanese	1	0.0
Korean	1	0.0
Vietnamese	0	0.0
Other Asian [1]	2	0.1
Native Hawaiian and Other Pacific Islander	0	0.0
Native Hawaiian	0	0.0
Guamanian or Chamorro	0	0.0
Samoan	0	0.0
Other Pacific Islander [2]	0	0.0
Some Other Race	26	0.7

Subject	Number	Percent
Two or More Races	24	0.7
White; American Indian and Alaska Native [3]	9	0.3
White; Asian [3]	2	0.1
White; Black or African American [3]	2	0.1
White; Some Other Race [3]	11	0.3
Race alone or in combination with one or more other races: [4]		
White	3,383	97.6
Black or African American	42	1.2
American Indian and Alaska Native	19	0.5
Asian	10	0.3
Native Hawaiian and Other Pacific Islander	0	0.0
Some Other Race	37	1.1
HISPANIC OR LATINO		
Total population	3,467	100.0
Hispanic or Latino (of any race)	97	2.8
Mexican	24	0.7
Puerto Rican	42	1.2
Cuban	4	0.1
Other Hispanic or Latino [5]	27	0.8
Not Hispanic or Latino	3,370	97.2
HISPANIC OR LATINO AND RACE		
Total population	3,467	100.0
Hispanic or Latino	97	2.8
White alone	57	1.6
Black or African American alone	4	0.1
American Indian and Alaska Native alone	2	0.1
Asian alone	0	0.0
Native Hawaiian and Other Pacific Islander alone	0	0.0
Some Other Race alone	25	0.7
Two or More Races	9	0.3
Not Hispanic or Latino	3,370	97.2
White alone	3,302	95.2
Black or African American alone	36	1.0
American Indian and Alaska Native alone	8	0.2
Asian alone	8	0.2
Native Hawaiian and Other Pacific Islander alone	0	0.0
Some Other Race alone	1	0.0
Two or More Races	15	0.4
RELATIONSHIP		
Total population	3,467	100.0
In households	3,299	95.2
Householder	1,456	42.0
Spouse [6]	720	20.8
Child	826	23.8
Own child under 18 years	527	15.2
Other relatives	143	4.1
Under 18 years	52	1.5
65 years and over	37	1.1
Nonrelatives	154	4.4
Under 18 years	12	0.3
65 years and over	13	0.4
Unmarried partner	100	2.9
In group quarters	168	4.8
Institutionalized population	168	4.8
Male	98	2.8

Subject	Number	Percent
Female	70	2.0
Noninstitutionalized population	0	0.0
Male	0	0.0
Female	0	0.0
HOUSEHOLDS BY TYPE		
Total households	1,456	100.0
Family households (families) [7]	921	63.3
With own children under 18 years	292	20.1
Husband-wife family	720	49.5
With own children under 18 years	214	14.7
Male householder, no wife present	74	5.1
With own children under 18 years	23	1.6
Female householder, no husband present	127	8.7
With own children under 18 years	55	3.8
Nonfamily households [7]	535	36.7
Householder living alone	455	31.3
Male	252	17.3
65 years and over	66	4.5
Female	203	13.9
65 years and over	115	7.9
Households with individuals under 18 years	335	23.0
Households with individuals 65 years and over	455	31.3
Average household size	2.27	(X)
Average family size [7]	2.83	(X)
HOUSING OCCUPANCY		
Total housing units	1,980	100.0
Occupied housing units	1,456	73.5
Vacant housing units	524	26.5
For rent	14	0.7
Rented, not occupied	7	0.4
For sale only	32	1.6
Sold, not occupied	8	0.4
For seasonal, recreational, or occasional use	366	18.5
All other vacants	97	4.9
Homeowner vacancy rate (percent) [8]	2.4	(X)
Rental vacancy rate (percent) [9]	6.8	(X)
HOUSING TENURE		
Occupied housing units	1,456	100.0
Owner-occupied housing units	1,271	87.3
Population in owner-occupied housing units	2,852	(X)
Average household size of owner-occupied units	2.24	(X)
Renter-occupied housing units	185	12.7
Population in renter-occupied housing units	447	(X)
Average household size of renter-occupied units	2.42	(X)

X Not applicable.

[1] Other Asian alone, or two or more Asian categories.

[2] Other Pacific Islander alone, or two or more Native Hawaiian and Other Pacific Islander categories.

[3] One of the four most commonly reported multiple-race combinations nationwide in Census 2000.

[4] In combination with one or more of the other races listed. The six numbers may add to more than the total population, and the six percentages may add to more than 100 percent because individuals may report more than one race.

[5] This category is composed of people whose origins are from the Dominican Republic, Spain, and Spanish-speaking Central or South

American countries. It also includes general origin responses such as "Latino" or "Hispanic."

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[7] "Family households" consist of a householder and one or more other people related to the householder by birth, marriage, or adoption. They do not include same-sex married couples even if the marriage was performed in a state issuing marriage certificates for same-sex couples. Same-sex couple households are included in the family households category if there is at least one additional person related to the householder by birth or adoption. Same-sex couple households with no relatives of the householder present are tabulated in nonfamily households. "Nonfamily households" consist of people living alone and households which do not have any members related to the householder.

[8] The homeowner vacancy rate is the proportion of the homeowner inventory that is vacant "for sale." It is computed by dividing the total number of vacant units "for sale only" by the sum of owner-occupied units, vacant units that are "for sale only," and vacant units that have been sold but not yet occupied; and then multiplying by 100.

[9] The rental vacancy rate is the proportion of the rental inventory that is vacant "for rent." It is computed by dividing the total number of vacant units "for rent" by the sum of the renter-occupied units, vacant units that are "for rent," and vacant units that have been rented but not yet occupied; and then multiplying by 100.

Source: U.S. Census Bureau, 2010 Census.

AMERICAN FactFinder

DP-1

Profile of General Population and Housing Characteristics: 2010

2010 Demographic Profile Data

NOTE: For more information on confidentiality protection, nonsampling error, and definitions, see http://www.census.gov/prod/cen2010/doc/dpsf.pdf.

Geography: Butler township, Adams County, Pennsylvania

Subject	Number	Percent
SEX AND AGE		
Total population	2,567	100.0
Under 5 years	113	4.4
5 to 9 years	118	4.6
10 to 14 years	131	5.1
15 to 19 years	192	7.5
20 to 24 years	137	5.3
25 to 29 years	130	5.1
30 to 34 years	90	3.5
35 to 39 years	141	5.5
40 to 44 years	170	6.6
45 to 49 years	207	8.1
50 to 54 years	279	10.9
55 to 59 years	232	9.0
60 to 64 years	172	6.7
65 to 69 years	158	6.2
70 to 74 years	119	4.6
75 to 79 years	81	3.2
80 to 84 years	57	2.2
85 years and over	40	1.6
Median age (years)	46.5	(X)
16 years and over	2,172	84.6
18 years and over	2,086	81.3
21 years and over	1,984	77.3
62 years and over	559	21.8
65 years and over	455	17.7
Male population	1,284	50.0
Under 5 years	54	2.1
5 to 9 years	67	2.6
10 to 14 years	64	2.5
15 to 19 years	88	3.4
20 to 24 years	77	3.0
25 to 29 years	75	2.9
30 to 34 years	46	1.8
35 to 39 years	74	2.9
40 to 44 years	79	3.1
45 to 49 years	111	4.3
50 to 54 years	131	5.1
55 to 59 years	113	4.4
60 to 64 years	79	3.1
65 to 69 years	85	3.3
70 to 74 years	61	2.4

Subject	Number	Percent
75 to 79 years	40	1.6
80 to 84 years	24	0.9
85 years and over	16	0.6
Median age (years)	46.0	(X)
16 years and over	1,087	42.3
18 years and over	1,051	40.9
21 years and over	992	38.6
62 years and over	270	10.5
65 years and over	226	8.8
Female population	1,283	50.0
Under 5 years	59	2.3
5 to 9 years	51	2.0
10 to 14 years	67	2.6
15 to 19 years	104	4.1
20 to 24 years	60	2.3
25 to 29 years	55	2.1
30 to 34 years	44	1.7
35 to 39 years	67	2.6
40 to 44 years	91	3.5
45 to 49 years	96	3.7
50 to 54 years	148	5.8
55 to 59 years	119	4.6
60 to 64 years	93	3.6
65 to 69 years	73	2.8
70 to 74 years	58	2.3
75 to 79 years	41	1.6
80 to 84 years	33	1.3
85 years and over	24	0.9
Median age (years)	47.1	(X)
16 years and over	1,085	42.3
18 years and over	1,035	40.3
21 years and over	992	38.6
62 years and over	289	11.3
65 years and over	229	8.9
RACE		
Total population	2,567	100.0
One Race	2,542	99.0
White	2,455	95.6
Black or African American	15	0.6
American Indian and Alaska Native	4	0.2
Asian	4	0.2
Asian Indian	1	0.0
Chinese	1	0.0
Filipino	1	0.0
Japanese	0	0.0
Korean	1	0.0
Vietnamese	0	0.0
Other Asian [1]	0	0.0
Native Hawaiian and Other Pacific Islander	0	0.0
Native Hawaiian	0	0.0
Guamanian or Chamorro	0	0.0
Samoan	0	0.0
Other Pacific Islander [2]	0	0.0
Some Other Race	64	2.5

Subject	Number	Percent
Two or More Races	25	1.0
White; American Indian and Alaska Native [3]	3	0.1
White; Asian [3]	1	0.0
White; Black or African American [3]	7	0.3
White; Some Other Race [3]	5	0.2
Race alone or in combination with one or more other races: [4]		
White	2,477	96.5
Black or African American	31	1.2
American Indian and Alaska Native	16	0.6
Asian	7	0.3
Native Hawaiian and Other Pacific Islander	0	0.0
Some Other Race	69	2.7
HISPANIC OR LATINO		
Total population	2,567	100.0
Hispanic or Latino (of any race)	181	7.1
Mexican	150	5.8
Puerto Rican	17	0.7
Cuban	0	0.0
Other Hispanic or Latino [5]	14	0.5
Not Hispanic or Latino	2,386	92.9
HISPANIC OR LATINO AND RACE		
Total population	2,567	100.0
Hispanic or Latino	181	7.1
White alone	108	4.2
Black or African American alone	0	0.0
American Indian and Alaska Native alone	1	0.0
Asian alone	0	0.0
Native Hawaiian and Other Pacific Islander alone	0	0.0
Some Other Race alone	64	2.5
Two or More Races	8	0.3
Not Hispanic or Latino	2,386	92.9
White alone	2,347	91.4
Black or African American alone	15	0.6
American Indian and Alaska Native alone	3	0.1
Asian alone	4	0.2
Native Hawaiian and Other Pacific Islander alone	0	0.0
Some Other Race alone	0	0.0
Two or More Races	17	0.7
RELATIONSHIP		
Total population	2,567	100.0
In households	2,567	100.0
Householder	1,004	39.1
Spouse [6]	637	24.8
Child	670	26.1
Own child under 18 years	415	16.2
Other relatives	161	6.3
Under 18 years	56	2.2
65 years and over	45	1.8
Nonrelatives	95	3.7
Under 18 years	10	0.4
65 years and over	4	0.2
Unmarried partner	50	1.9
In group quarters	0	0.0
Institutionalized population	0	0.0
Male	0	0.0

Subject	Number	Percent
Female	0	0.0
Noninstitutionalized population	0	0.0
Male	0	0.0
Female	0	0.0
HOUSEHOLDS BY TYPE		
Total households	1,004	100.0
Family households (families) [7]	776	77.3
With own children under 18 years	240	23.9
Husband-wife family	637	63.4
With own children under 18 years	183	18.2
Male householder, no wife present	51	5.1
With own children under 18 years	22	2.2
Female householder, no husband present	88	8.8
With own children under 18 years	35	3.5
Nonfamily households [7]	228	22.7
Householder living alone	194	19.3
Male	99	9.9
65 years and over	33	3.3
Female	95	9.5
65 years and over	56	5.6
Households with individuals under 18 years	272	27.1
Households with individuals 65 years and over	329	32.8
Average household size	2.56	(X)
Average family size [7]	2.89	(X)
HOUSING OCCUPANCY		
Total housing units	1,055	100.0
Occupied housing units	1,004	95.2
Vacant housing units	51	4.8
For rent	5	0.5
Rented, not occupied	2	0.2
For sale only	15	1.4
Sold, not occupied	3	0.3
For seasonal, recreational, or occasional use	8	0.8
All other vacants	18	1.7
Homeowner vacancy rate (percent) [8]	1.8	(X)
Rental vacancy rate (percent) [9]	2.8	(X)
HOUSING TENURE		
Occupied housing units	1,004	100.0
Owner-occupied housing units	833	83.0
Population in owner-occupied housing units	2,133	(X)
Average household size of owner-occupied units	2.56	(X)
Renter-occupied housing units	171	17.0
Population in renter-occupied housing units	434	(X)
Average household size of renter-occupied units	2.54	(X)

X Not applicable.

[1] Other Asian alone, or two or more Asian categories.

[2] Other Pacific Islander alone, or two or more Native Hawaiian and Other Pacific Islander categories.

[3] One of the four most commonly reported multiple-race combinations nationwide in Census 2000.

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Source: U.S. Census Bureau, 2010 Census.

APPENDIX R

ENVIRONMENTAL REPORT

ENVIRONMENTAL REPORT
Joint Act 537 Sewage Facilities Plan Update
Freeland Borough and Foster Township

1.0 PROJECT DESCRIPTION AND NEED

1.1 Purpose of and Need for Project

The Borough of Freeland Municipal Authority (Authority) has established the need to replace the existing Wyoming Street Pump Station force main. The existing force main is exhibiting signs of deterioration and is restricting the capacity of the Wyoming Street Pump Station. A combined sewer overflow is located upstream of the pump station. Replacing the force main would increase the capacity of the pump station, thereby reducing the frequency of combined sewer overflows, allowing the Authority to meet its Long Term Control Plan (LTCP) Presumptive Goal which requires the elimination or capture of no less than 85% by volume of the combined sewage collected in the combine sewer system during precipitation events on a system-wide annual average basis in the future.

1.2 Project Description

Freeland Borough is located in Luzerne County and encompasses 450 acres. Butler Township and Foster Township lie adjacent to Freeland Borough. Portions of Freeland, Foster and Butler convey sewage to the Wyoming Street Pump Station via gravity sewers.

The project consists of the installation of approximately 4,400 feet of parallel 10-inch force mains to replace the existing 8-inch force main (Alterative 4). The force mains will discharge into a gravity sewer which will convey sewage to the Freeland Wastewater Treatment Plant (WWTP). Increased flows through the force main will require the upsizing of approximately 2,600 feet of existing 12-inch gravity sewer with new 15-inch pipe.

The force mains would be installed along a slightly different alignment than the existing force main to minimize impacts to wetlands, utilities, businesses, schools and residents. The force main will predominately be installed within roadways and existing rights-of-way and easements. The new gravity sewer will follow the same alignment as the existing.

This project will serve the sewage needs of contributing portions of Freeland, Foster and Butler for the next twenty (20) years. The project is to be completed in one phase. The estimated project cost is $1.238 million and will require funding from the Rural Utility Service (RUS).

The proposed project corridor is shown on a USGS Map in Exhibit 1.

Peak instantaneous flow figures to the Wyoming Street Pump Station are unavailable at this time, but will become available once the SCADA system associated with the

WWTP upgrades is completed. A Special Study, under Act 537, will be conducted to collect and analyze peak instantaneous flow figures entering the pump station. At that time, the adequacy of the existing pumping capacity will be evaluated and recommendations will be made to increase the pump capacity, if required.

2.0 SUMMARY OF REASONABLE ALTERNATIVES CONSIDERED

2.1 Alternatives Considered

a. Alternative 1 – Installation of an 8-inch Force Main – This alternative includes the installation of approximately 4,400 feet of 8-inch force main to replace the existing 8-inch force main. Additionally, 2,600 feet of existing 12-inch gravity sewer would be replaced to convey the increased flows. Alternatives 1, 2 and 4 follow the same alignment corridor.

b. Alternative 2 – Installation of a 10-inch Force Main – This alternative includes the installation of approximately 4,440 feet of 10-inch force main to replace the existing 8-inch force main. Additionally, 2,600 feet of existing 12-inch gravity sewer would be replaced to convey the increased flows. Alternatives 1, 2 and 4 follow the same alignment corridor.

c. Alternative 3 - "No Action" – This alternative assumes that no improvements would be implemented.

d. Alternative 4 – Installation of Parallel 10-inch Force Mains – This alternative includes the installation of approximately 4,440 feet of parallel 10-inch force mains to replace the existing 8-inch force main. Additionally, 2,600 feet of existing 12-inch gravity sewer would be replaced to convey the increased flows. Alternatives 1, 2 and 4 follow the same alignment corridor.

2.2 Comparison of Alternatives

a. Alternative 1 would increase the capacity of the Wyoming Street Pump Station to approximately 1.14 MGD with a single pump operating which would allow for an estimated capture of approximately 88% of sewage flows during precipitation events on an average annual basis, allowing the Authority to achieve its LTCP. However, due to the unavailability of peak instantaneous flow figures to the pump station, it cannot be determined if the Wyoming Street Pump Station has adequate capacity to convey peak instantaneous flows. Future upgrades to the pump station may be required.

b. Alternative 2 would increase the capacity of the Wyoming Street Pump Station to approximately 1.38 MGD with a single pump operating which would allow for the capture of approximately 94% of sewage flows, allowing the Freeland Municipal Authority to achieve its LTCP. However, due to the unavailability of peak instantaneous flow figures to the pump station, it cannot be determined if the Wyoming Street Pump Station has adequate capacity to convey peak instantaneous flows. Future upgrades to the pump station may be required.

c. Alternative 3 would result in capture of approximately 77% of sewage flows. As a result, the Freeland Municipal Authority would be unable to meet its LTCP. This alternative is not considered a viable option nor is acceptable from a standpoint of human health.

d. Alternative 4 would increase the capacity of the Wyoming Street Pump Station to approximately 1.38 MGD with a single pump operating which would allow for the capture of approximately 94% of sewage flows, allowing the Freeland Municipal Authority to achieve its LTCP. However, due to the unavailability of peak instantaneous flow figures to the pump station, it cannot be determined if the Wyoming Street Pump Station has adequate capacity to convey peak instantaneous flows. Future upgrades to the pump station may be required, but the parallel force mains will provide flexibility to accommodate future pump station upgrades, if required.

3.0 ENVIRONMENTAL CONSEQUENCES OF THE PROJECT

The alternative selected is Alternative42 which includes the replacement of the existing 8-inch force main with new parallel 10-inch force mains. This alternative will provide flexibility for future growth.

The proposed project will not change natural, scenic, historic, or aesthetic resources important to the present residents of the area. The project will reduce the frequency of combined sewer overflows, thereby reducing the risk of contamination of surface and groundwaters from this source. The project will also ensure the overall quality of Freeland Borough.

The proposed project is designated to lie predominately within existing rights-of-way and therefore will have minimal impact on existing historic sites, or other sites of natural value.

3.1 <u>Land Use/Important Farmland/Formally Classified Lands</u> - Freeland Borough has in effect its own legally adopted zoning ordinance to regulate the development within the Borough in accordance with the zoning districts established. Land use planning for Freeland is governed by the Freeland Subdivision and Land Development Ordinances.

<u>Important Farmland</u>

There are no active agricultural areas within the project area. Prime agricultural soil is present within the project area, but the project will be located within areas which have previously been disturbed, included abandoned railroad grades. Exhibit 2 contains a soils map of the project area.

United States Census data indicate that the project area is either Urban Built Up or Urban Developed. Therefore, the entire area within the Borough is eligible for an exemption and no further protection for Important Farmland is required under the Farmland Protection Policy Act (FPPA) and Rural Development policies. The areas within the proposed service area are currently developed and are not considered “prime or important agricultural” land.

3.2 Floodplains

There are no areas within the Borough or Township that are located within the 100-year floodplain.

3.3 Wetlands

There will be minor temporary impact to emergent wetlands located along the southern end of the project. A wetland map of the project area is included as Exhibit 3.

The proposed force main has been aligned to minimize the wetlands to the extent possible, but complete avoidance is impossible given topography, utilities and site conditions.

Applicable permits will be obtained prior to construction and all wetlands impacted will be restored to preconstruction conditions.

3.4 Historic Resources

The Pennsylvania Historical and Museum Commission (PHMC) has been contacted. A copy of correspondence with the PHMC, dated April 24, 2012 is included as Exhibit 4. The correspondence from PHMC indicated that the proposed project will not have any effect on historic or archeological resources.

3.5 Sensitive Biological Resources (Species of Special Concerns)

A Pennsylvania Natural Diversity Index (PNDI) environmental review has been conducted to determine if there are any threatened or endangered species to be considered in the project area. Correspondence from PNDI dated March 14, 2012 indicates that there is no threat to State or Federal listed Endangered Species. The following agencies noted that there were no known impacts and no further review would be required.

- Pennsylvania Game Commission
- Pennsylvania Department of Conservation and Natural Resources
- Pennsylvania Fish and Boat Commission
- U.S. Fish and Wildlife Service

A copy of the correspondence is included as Exhibit 5. Included in this correspondence are responses from all agencies, a sample of the determination request made to each agency and delivery confirmations for each agency.

3.6 Water Quality Issues

A major environmental benefit of the project involves water quality. Upgrading of the force main will result in less frequent combined sewer overflows thereby reducing the risk of contamination of surface and groundwaters. There are no sole source aquifers in the project area.

3.7 Coastal Resources

The Freeland Municipal Authority service area and the proposed projects are not located in a Coastal Zone Management Area. Therefore Coastal Resources will not be affected.

3.8 Socio-Economic Issues

Construction of the proposed project will not have a negative effect on minority or low income populations. There are no concentrated areas of low income or minority population in the project area. The project will increase the socio economic conditions in the area and without the threat of raw sewage running onto properties, the value of property will also increase. There will be no disproportionately high and adverse human health or environmental effects including social and economic effects of this project on minority and low income populations.

The proposed project will provide a significant environmental public health benefit. The purpose of the project is to eliminate the risk of contamination of surface and groundwater. Specifically, Freeland Borough itself will be saved from future contamination and degradation. The proposed improvements will promote and protect private investment, aid in property sales and have an overall positive effect on the municipality. Any possible limited growth in the community will not have any impact on community facilities or other community resources.

3.9 Air Quality Issues

The contract documents prepared for the construction of the project shall include special provisions to control dust during the construction period. In order to control dust emissions during construction, water will be applied to stockpiles of stone and disturbed areas. There will be some minor emissions from construction vehicles during the day time hours. The project is not regulated by state air quality regulations.

The construction period is expected to last approximately four months and no special construction equipment is expected for the project. Construction equipment used will be relatively small. The contractor will control dust emissions as required.

3.10 Transportation

This project will result in isolated, temporary delays while construction work is being done. Once the project is completed, the project will not significantly increase traffic throughout the area. The proposed project will not result in any transportation changes in the area. The Borough is served by two lane roads and transportation in the area is by private motor car.

A Highway Occupancy Permit will be requested for all work to be conducted on Pennsylvania State Highways. All work will follow the conditions of this permit.

Local activities will be impacted by during construction periods due to trench excavation. Construction will only take place during daylight hours and will be primarily restricted to the work area that occurs that day. All work areas will be restored to pre existing conditions.

3.11 Noise Abatement and Control

Noise levels in the area of the project may increase during construction activities. The increase will be temporary and should not affect sensitive receptors located in the project area.

3.12 Wild and Scenic Rivers

The project will not affect any of the following rivers:

(a) "Nationwide Rivers Inventory" - National Center for Recreation and Conservation;
(b) "Wild and Scenic River" - National Wild and Scenic Rivers System;
(c) "American Heritage River" – U.S. Environmental Protection Agency (EPA)

3.13 Miscellaneous Environmental Considerations - There are no other related environmental considerations that will be impacted by the construction Freeland Municipal Authority project.

Hazardous Waste – There will be no impact from Super/HCSA sites as there are none within a mile of the proposed project area.

Solid Waste – No solid waste will be generated by the project.

Energy Impact – The project will have no major impact to energy sources in the area as existing residents will be served.

Miscellaneous – The project should not result or contain elements with excess noise, vibration, unsafe conditions, fire prone locations or radiation.

State Environmental Policy Act – Pennsylvania has no NEPA type law.

4.0 SUMMARY OF MITIGATION

In order to reduce the environmental impacts of the project, the following mitigating measures will be implemented:

1. No fill will be placed in the floodplain and wetlands.
2. The contractor will be required to follow the Soil Erosion and Sedimentation Control Plan as approved by the Luzerne County Conservation District.
3. The contractor must comply with Chapter 105 Safety and Waterway Management requirements if construction takes place in wetlands.

5.0 PUBLIC PARTICIPATION

Freeland Municipal Authority has ensured that the residents who are served by the Freeland System have had the opportunity to participate in the development of the Sewage Facilities Plan.

Meetings are held monthly for the Municipal Authority and all residents are welcome to attend if desired.

Comments of the Sewage Facilities Plan have been distributed to the following planning commissions:

- Luzerne County Planning Commission
- Freeland Borough Planning Commission
- Butler Township Planning Commission
- Foster Township Planning Commission

Documentation is included as Exhibit 6.

EXHIBIT 1

PROJECT AREA

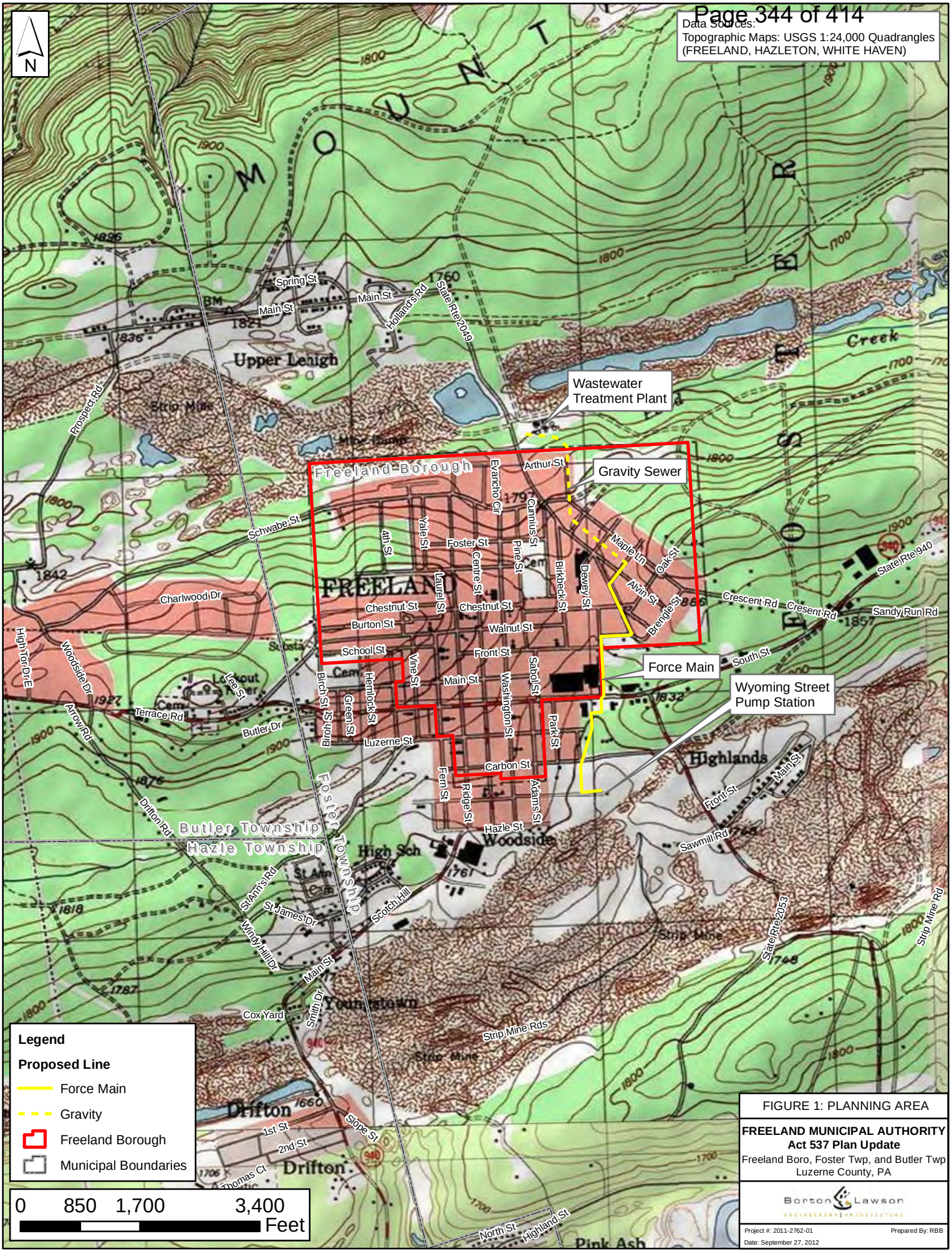


FIGURE 1: PLANNING AREA

FREELAND MUNICIPAL AUTHORITY
Act 537 Plan Update
Freeland Boro, Foster Twp, and Butler Twp
Luzerne County, PA

Borton Lawson

Project #: 2011-2762-01 Prepared By: RBB
Date: September 27, 2012

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EXHIBIT 2

SOILS MAP



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EXHIBIT 3

WETLAND MAP



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EXHIBIT 4

HISTORIC RESOURCE CORRESPONDENCE

Borton Lawson
ENGINEERING
ARCHITECTURE

LETTER OF TRANSMITTAL

TO: PA Historical and Museum Commission
Bureau of Historic Preservation
400 North Street
Second Floor

DATE: April 5, 2012
ATTN: Bureau of Historic Preservation
RE: Freeland Municipal Authority Official Sewage Facilities Plan Update, Luzerne County, PA

FROM: David Wieller
OFFICE: Bethlehem

PROJECT NUMBER: 2011-2762-01

WE ARE SENDING YOU THE FOLLOWING ITEMS: ☒ Attached ☐ Under separate cover

☐ Shop Drawings ☐ Prints ☐ Plans ☐ Samples
☐ Copy of Letter ☐ Change Order ☐ Specifications
☒ Other: Cultural Resource Notice Package

COPIES:	DATE:	NO.:	DESCRIPTION:
1			Cultural Resource Notice (CRN)
1			Project Narrative
1			Planning Area Map

THESE ARE TRANSMITTED AS CHECKED BELOW:

☐ For approval ☐ Approved as submitted ☐ Resubmit 0 copies for approval
☐ For your use ☐ Approved as noted ☐ Submit 0 copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return 0 corrected prints
☒ For your review and comment ☐ Prints returned after loan to us
☐ For bids due ☐ Other:

REMARKS:

Please find the enclosed Cultural Resource Notice for The Borough of Freeland Municipal Authority Official Sewage Facilities Plan Update. Do not hesitate to contact me if you have any questions.

David Wieller
484.821.0470 x2116

SENT VIA:

☐ USPS ☐ Email ☒ FedEx ☐ Fax
☐ Pick-up ☐ Courier Delivery ☐ Other:

COPY TO: Freeland Municipal Authority **SIGNED:** David Wieller

TOK:

If enclosures are not as noted, kindly notify us at once.

Bethlehem
Canton
Nazareth
Pittsburgh
State College
Towanda
Wilkes-Barre

BETHLEHEM
3897 Adler Place
Bethlehem, PA 18017

Phone: 484.821.0470
Fax: 484.821.0474

borton-lawson.com

0120-PM-PY0003 Rev. 5/2006
NOTICE

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

CULTURAL RESOURCE NOTICE

DEP USE ONLY
Date Received

Read the instructions before completing this form.

SECTION A. APPLICANT IDENTIFIER

Applicant Name: The Borough of Freeland Municipal Authority
Street Address: 711 Birkbeck Street
City: Freeland State: PA Zip: 18224
Telephone Number: 570-636-1733
Project Title: The Borough of Freeland Municipal Authority-Official Sewage Facilities Plan Update

SECTION B. LOCATION OF PROJECT

Municipality: Freeland County Name: Luzerne DEP County Code: 40

SECTION C. PERMITS OR APPROVALS

Name of Specific DEP Permit or Approval Requested: Sewage Planning Approval

Anticipated federal permits:

- ☐ Surface Mining
- ☐ Army Corps of Engineers
- ☐ 401 Water Quality Certification
- ☐ 404 Water Quality Permit
- ☐ Federal Energy Regulatory Commission
- ☐ Other:

SECTION D. GOVERNMENT FUNDING SOURCES

- ☐ State: (Name)
- ☐ Local: (Name)
- ☒ Federal: (Name) USDA Rural Development
- ☐ Other: (Name)

SECTION E. RESPONSIBLE DEP REGIONAL, CENTRAL, DISTRICT MINING or OIL & GAS MGMT OFFICE

DEP Regional Office Responsible for Review of Permit Application

- ☐ Central Office (Harrisburg)
- ☐ Southeast Regional Office (Norristown)
- ☒ Northeast Regional Office (Wilkes-Barre)
- ☐ Southcentral Regional Office (Harrisburg)
- ☐ Northcentral Regional Office (Williamsport)
- ☐ Southwest Regional Office (Pittsburgh)
- ☐ Northwest Regional Office (Meadville)
- ☐ District Mining Office:
- ☐ Oil & Gas Office:

SECTION F. RESPONSIBLE COUNTY CONSERVATION DISTRICT, if applicable.

County Conservation District	Telephone Number, if known
Luzerne County Conservation District	(570) 674-7991

SECTION G. CONSULTANT

Consultant, if applicable: Borton-Lawson / Samantha Albert
Street Address: 613 Baltimore Drive, Suite 300
City: Wilkes-Barre State: PA Zip: 18702-7903
Telephone Number: (570) 821-1999 ext. 243

SECTION H. PROJECT BOUNDARIES AND DESCRIPTION

REQUIRED

Indicate the total acres in the property under review. Of this acreage, indicate the total acres of earth disturbance for the proposed activity.

Attach a 7.5' U.S.G.S. Map indicating the defined boundary of the proposed activity.

Attach photographs of any building over 50 years old. Indicate what is to be done to all buildings in the project area.

Attach a narrative description of the proposed activity.

Attach the return receipt of delivery of this notice to the Pennsylvania Historical and Museum Commission.

REQUESTED

Attach photographs of any building over 40 years old.

Attach site map, if available.

SECTION I. SIGNATURE BLOCK

Applicant's Signature	Date of Submission of Notice to PHMC
Thomas Zaleski	4/4/12

PHMC – PROJECT NARRATIVE

The Borough of Freeland Municipal Authority Official Sewage Facilities Plan is being updated to include the replacement of an existing 8-inch cast iron force main with a new 10" AWWA C900 force main from the Wyoming Street Pump Station to the gravity sewer system on Dewey Street. In addition, the existing 10-inch gravity sewer running from Dewey Street to the Wastewater Treatment Plant will be upsized with a 15-inch diameter PVC sewer main.

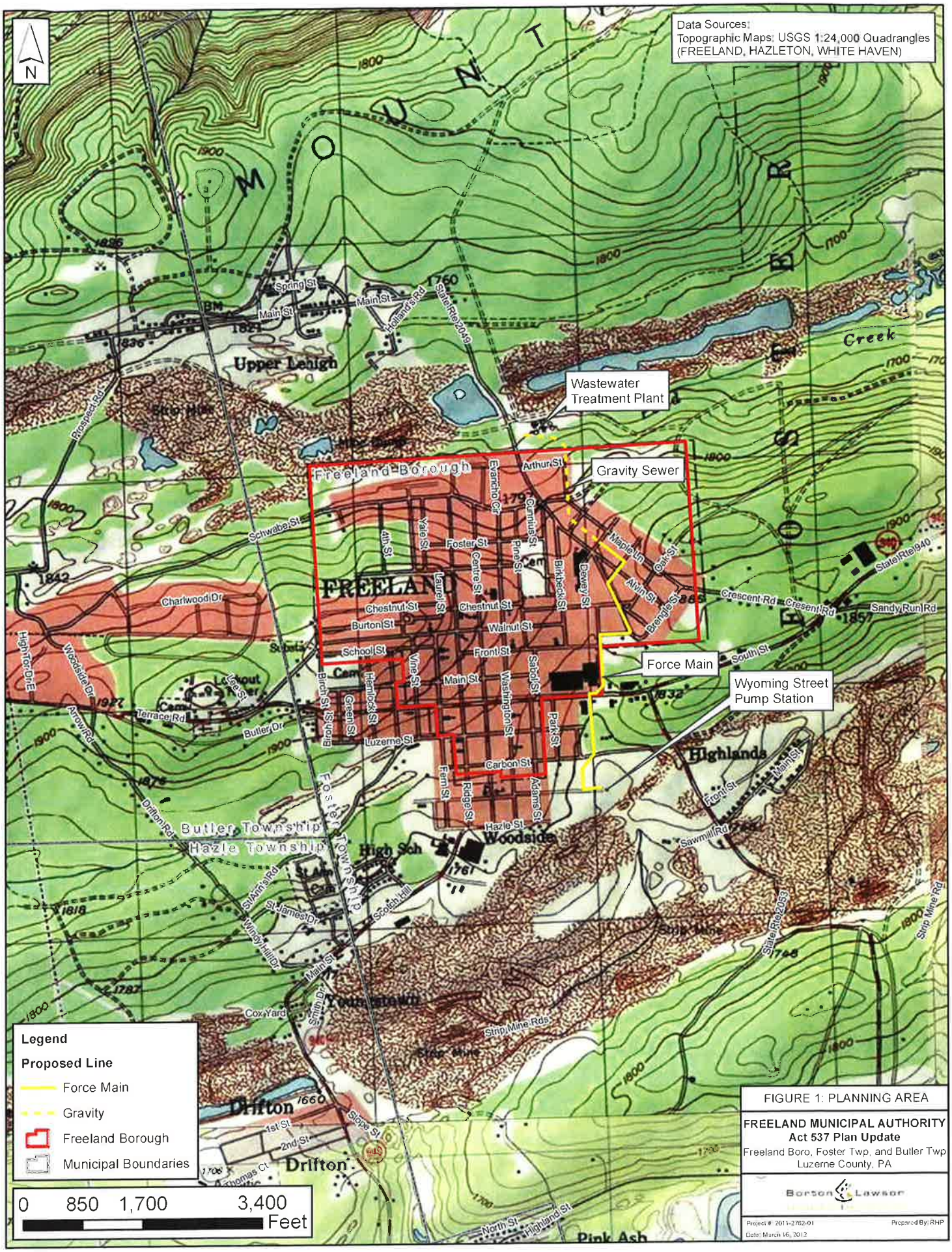
Approximately 4,800 feet of force main will be constructed. The force main will begin at the Wyoming Street Pump Station and parallel Wyoming Street for 400 feet. There is a small emergent wetland located in the vicinity of the pump station which will be impacted to the minimal extent possible.

The force main will then cross an upland forested area for 400 feet before following an abandoned railroad grade to Carbon Street. Once across Carbon Street, the force main will follow an abandoned railroad grade for approximately 400 feet. At this point, the force main will be installed within existing pavement for the remainder of the alignment.

The gravity sewer portion of the project consists of approximately 2,200 feet of new 15-inch pipe, 1,600 feet of which will be installed within pavement. The last 600 feet of the project will cross upland forest within an existing utility easement.

The total area of disturbance is approximately 0.87 acres. No existing buildings or structures will be disturbed.

A copy of the USGS 7.5-minute Quadrangle for Freeland with the project location is included.


Data Sources:
Topographic Maps: USGS 1:24,000 Quadrangles
(FREELAND, HAZLETON, WHITE HAVEN)
N
Wastewater Treatment Plant
Gravity Sewer
Force Main
Wyoming Street Pump Station
Freeland Borough
FREELAND
Upper Lehigh
Butler Township
Hazle Township
Foster Township
Highlands
Woodside
Drifton
Legend
Proposed Line
Force Main
Gravity
Freeland Borough
Municipal Boundaries
0 850 1,700 3,400
Feet
FIGURE 1: PLANNING AREA
FREELAND MUNICIPAL AUTHORITY
Act 537 Plan Update
Freeland Boro, Foster Twp, and Butler Twp
Luzerne County, PA
Borton Lawson
Project #: 2011-2762-01
Date: March 16, 2012
Prepared By: RHP

Commonwealth of Pennsylvania
Pennsylvania Historical and Museum Commission
Bureau for Historic Preservation
Commonwealth Keystone Building, 2nd Floor
400 North Street
Harrisburg, PA 17120-0093
www.phmc.state.pa.us

BOARD
SRB
PAD
MJW
ADMIN
LJS
WSB
APR 2 8 2012
CORRESPONDENCE
AGREEMENT
CONTRACT/DESIGN
PROJECT NO

April 24, 2012

EXPEDITE REVIEW USE
SHP REFERENCE NUMBER

David Wieller
Borton-Lawson
3897 Adler Place
Bethlehem, PA 18017

Re: File No. ER 2004-2663-079-C
USDA Sewage Planning Approval:
Freeland Municipal Authority Official Sewage
Facilities Plan Update, Force Main Replacement
Freeland Borough, Luzerne County

Dear Mr. Wieller:

The Bureau for Historic Preservation (the State Historic Preservation Office) has reviewed the above named project in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended in 1980 and 1992, and the regulations (36 CFR Part 800) of the Advisory Council on Historic Preservation. These requirements include consideration of the project's potential effect upon both historic and archaeological resources.

Based on our survey files, which include both archaeological sites and standing structures, there are no National Register eligible or listed historic or archaeological properties in the area of this proposed project.

Therefore, your responsibility for consultation for this project is complete. However, should you encounter archaeological resources during construction, please notify the Bureau for Historic Preservation at (717) 783-8946.

Sincerely,

Douglas C. McLearen, Chief
Division of Archaeology &
Protection

cc: DEP, Northeast Regional Office

DCM/tmw

EXHIBIT 5

SENSITIVE BIOLOGICAL RESOURCE CORRESPONDENCE

pennsylvania
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

BUREAU OF FORESTRY

13 May 2013 **PNDI Number: 22190**

David Wieller
Borough of Freeland Municipal Authority
Email: dwieller@borton-lawson.com (hard copy will not follow)

Re: Borough of Freeland Municipal Authority, Joint Official Sewage Facilities Plan Update
Foster Township, Luzerne County, PA

Dear Mr. Wieller,

Thank you for the submission of the Pennsylvania Natural Diversity Inventory (PNDI) Environmental Review Large Project Number **22190** for review. PA Department of Conservation and Natural Resources screened this project for potential impacts to species and resources under DCNR's responsibility, which includes plants, terrestrial invertebrates, natural communities, and geologic features only.

No Impact Anticipated

PNDI records indicate species or resources under DCNR's jurisdiction are located in the vicinity of the project. However, based on the information you submitted concerning the nature of the project, the immediate location, and our detailed resource information, DCNR has determined that no impact is likely. No further coordination with our agency is needed for this project.

This response represents the most up-to-date review of the PNDI data files and is valid for two years. If project plans change or more information on listed or proposed species becomes available, our determination may be reconsidered. For PNDI project updates, please see the PNHP website at www.naturalheritage.state.pa.us for guidance. As a reminder, this finding applies to potential impacts under DCNR's jurisdiction only. Visit the PNHP website for directions on contacting the Commonwealth's other resource agencies for environmental review. Should you have any questions or concerns, please don't hesitate to contact me at 717.783.7990 or c-sushupp@pa.gov.

Sincerely,

Su Ann Shupp

Su Ann Shupp, Environmental Review Specialist
Pennsylvania Natural Heritage Program
DCNR Bureau of Forestry, Ecological Services Section

Rebecca H. Bowen

Rebecca H. Bowen, Section Chief
Pennsylvania Natural Heritage Program
DCNR Bureau of Forestry, Ecological Services Section

Division of Environmental
Planning and Habitat
Protection
717-783-5957

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Game Commission
2001 ELMERTON AVENUE
HARRISBURG, PA 17110-9797

"To manage all wild birds, mammals and their habitats for current and future generations."

ADMINISTRATIVE BUREAUS:
ADMINISTRATION.....717-787-5670
HUMAN RESOURCES.....717-787-7836
FISCAL MANAGEMENT.....717-787-7314
CONTRACTS AND PROCUREMENT.....717-787-6594
LICENSING.....717-787-2084
OFFICE SERVICES.....717-787-2116
WILDLIFE MANAGEMENT.....717-787-5529
INFORMATION & EDUCATION.....717-787-6286
WILDLIFE PROTECTION.....717-783-6526
WILDLIFE HABITAT MANAGEMENT.....717-787-6818
REAL ESTATE DIVISION.....717-787-6568
AUTOMATED TECHNOLOGY SERVICES.....717-787-4076

www.pgc.state.pa.us

May 30, 2013 **Large Project PNDI Review**

David Wieller
3897 Adler Place
Bethlehem, PA 18017

Re: Wyoming Street Pump Station Force Main Replacement
Freeland Borough, Luzerne County, PA

Dear Mr. Weiller,

Thank you for submitting the Pennsylvania Natural Diversity Inventory (PNDI) Large Project Environmental Review request. The Pennsylvania Game Commission (PGC) screened this project for potential impacts to species and resources of concern under PGC responsibility, which includes birds and mammals only.

No Impact Anticipated

PNDI records indicate species or resources of concern are located in the vicinity of the project. However, based on the information you submitted concerning the nature of the project, the immediate location, and our detailed resource information, the PGC has determined that no impact is likely. Therefore, no further coordination with the PGC will be necessary for this project at this time.

This response represents the most up-to-date summary of the PNDI data files and is valid for two (2) years from the date of this letter. An absence of recorded information does not necessarily imply actual conditions on site. Should project plans change or additional information on listed or proposed species become available, this determination may be reconsidered.

Should the proposed work continue beyond the period covered by this letter, please resubmit the project to this agency as an "Update" (including an updated PNDI receipt, project narrative and accurate map). If the proposed work has not changed and no additional information concerning listed species is found, the project will be cleared for PNDI requirements under this agency for two additional years.

This finding applies to impacts to birds and mammals only. To complete your review of state and federally-listed threatened and endangered species and species of special concern, please be sure that the U.S. Fish and Wildlife Service, the PA Department of Conservation and Natural Resources, and/or the PA Fish and Boat Commission have been contacted regarding this project as directed by the online PNDI ER Tool found at www.naturalheritage.state.pa.us.

Sincerely,

John Taucher
Division of Environmental Planning & Habitat Protection
Bureau of Wildlife Habitat Management
Phone: 717-787-4250, Extension 3632
Fax: 717-787-6957
E-mail:jotaucher@pa.gov

A PNHP Partner

Pennsylvania Natural Heritage Program

JWT/jwt

cc: Librandi Mumma
Mowery
File

Pennsylvania Fish & Boat Commission

FAX to: 570-821-1990

established 1866

Division of Environmental Services
Natural Diversity Section
450 Robinson Lane
Bellefonte, PA 16823-9620
(814) 359-5237 Fax: (814) 359-5175
June 3, 2013

IN REPLY REFER TO SIR # 40723

DAVID WIELLER
BORTON LAWSON ENGINEERING
613 BALTIMORE DRIVE, SUITE 300
WILKES-BARRE, PA 18702

RE: Species Impact Review (SIR) - Rare, Candidate, Threatened and Endangered Species
FREELAND BOROUGH AND FOSTER TOWNSHIP JOINT OFFICIAL SEWAGE FACILILITES PLAN UPDATE
PNDI Search Number (if available): LARGE PROJECT REVIEW
FREELAND Township/Borough, LUZERNE County, Pennsylvania

This responds to your inquiry about a Pennsylvania Natural Diversity Inventory (PNDI) Internet Database search "potential conflict" or a threatened and endangered species impact review. These projects are screened for potential conflicts with rare, candidate, threatened or endangered species under Pennsylvania Fish & Boat Commission jurisdiction (fish, reptiles, amphibians, aquatic invertebrates only) using the Pennsylvania Natural Diversity Inventory (PNDI) database and our own files. These species of special concern are listed under the Endangered Species Act of 1973, the Wild Resource Conservation Act, and the Pennsylvania Fish & Boat Code (Chapter 75), or the Wildlife Code.

X ***NO ADVERSE IMPACTS EXPECTED FROM THE PROPOSED PROJECT***

___ Except for occasional transient species, rare, candidate, threatened or endangered species under our jurisdiction are not known to exist in the vicinity of the project area. Therefore, no biological assessment or further consultation regarding rare species is needed with the Commission. Should project plans change, or if additional information on listed or proposed species becomes available, this determination may be reconsidered.

X An element occurrence of a rare, candidate, threatened, or endangered species under our jurisdiction is known from the vicinity of the proposed project. However, given the nature of the proposed project, the immediate location, or the current status of the nearby element occurrence(s), no adverse impacts are expected to the species of special concern.

This response represents the most up-to-date summary of the PNDI data and our files and is valid for two (2) years from the date of this letter. An absence of recorded species information does not necessarily imply species absence. Our data files and the PNDI system are continuously being updated with species occurrence information. Should project plans change or additional information on listed or proposed species become available, this determination may be reconsidered, and consultation shall be re-initiated.

If you have any questions regarding this review, please contact the biologist indicated below:

___ Chris Urban 814-359-5113
___ Douglas Fischer 814-359-5195
X David Lieb 814-359-5234
___ Bob Morgan 814-359-5129

Thank you in advance for your cooperation and attention to this important matter of species conservation and habitat protection.

SIGNATURE: _____ DATE: June 3, 2013
Christopher A. Urban
Chief, Natural Diversity Section

2013-0708

Borton Lawson
ENGINEERING
ARCHITECTURE

To:
Cc:
Date:
Date:
Project #:
Project #:
Folder #:
Initials:

U.S. FISH AND WILDLIFE SERVICE
Pennsylvania Field Office
315 South Allen Street, Suite 322
State College, Pennsylvania 16801-4850

No federally listed species under our jurisdiction is known or likely to occur in the project area. This determination is valid for two years. Should project plans change, or if additional information on listed species become available, this determination may be reconsidered.

Supervisor 7/10/13

June 10, 2013

United States Fish & Wildlife Service
Endangered Species Section
315 South Allen Street, Suite 322
State College, PA 16801

RE: Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update
USFWS Tracking No. 2013-0708

BL No.: 2011-2762-01

To Whom It May Concern:

The purpose of this letter is to document correspondence between our office and United States Fish and Wildlife Service (USFWS).

Borton-Lawson submitted a Pennsylvania Natural Diversity Inventory (PNDI) search request for the aforementioned project on April 22, 2013. The request was received by USFWS on April 23, 2013 and assigned the tracking number of 2013-0708.

I followed up with the request on May 28, 2013 via a phone conversation with Diane Thees and was informed that USFWS was operating under an approximate 60-day review period due to lack of staff. I followed up with USFWS again on June 10, 2013 and Ms. Thees confirmed once more that USFWS was operating under an approximate 60-day review period.

We are hopeful that our request will be addressed within the 60-day timeframe. Funding for the project is currently in place and the Freeland Municipal Authority has received bids and is ready to award the project.

Please do not hesitate to contact me if you have questions regarding this project at 484.821.0470, Ext. 2116 or email at dwieller@borton-lawson.com.

Sincerely,

David M. Wieller, P.E.
Senior Project Engineer

DMW

WILKES-BARRE
613 Baltimore Drive
Suite 300
Wilkes-Barre, PA
18702

(P) 570.821.1994
(F) 570.821.1990

borton-lawson.com

\olympia\Projects\2762-01\DOCS\Act 537 Plan Update\Correspondence\PNDI\ltr20130610-US Fish-dmw.doc

Borton Lawson
ENGINEERING
ARCHITECTURE

April 22, 2013

Department of Conservation & Natural Resources
Bureau of Forestry, Ecological Services Section
400 Market Street
P.O. Box 8552
Harrisburg, PA 17105

RE: Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update

Fed Ex. #: 7995 8161 7232

BL No.: 2011-2762-01

To Whom It May Concern:

Borton-Lawson is currently updating the Joint Official Sewage Facilities Plan for the Freeland Borough and Foster Township. The project will replace an aging and associated gravity sewer pipe which conveys sewage flows from the Wyoming Street Pump Station to Freeland's sewage treatment plant.

The overall project length is approximately 6,800 feet. The total area of disturbance is estimated to be 1.07 acres. The project will be located in areas which have previously been disturbed including roadways, railroad grades and existing utility easements. More detailed information is included in the attached supplement project narrative.

The proposed force main alignment has been designed to minimize impacts to wetlands as can be seen from the enclosed supporting documentation.

We are requesting a database search of Species of Special Concerns for the project area in order to avoid impacts to endangered or threatened species that may be located in the project area. Enclosed is a copy of the USGS Freeland, PA Quadrangle with the project extent delineated as is a CD containing GIS shapefiles of the project area.

To further assist the review process, color photographs and an associated photograph key sheet is included which includes numerous photographs from the project area. The photograph key maps identifies the location and direction of each photograph.

A Pennsylvania Natural Diversity Inventory (PNDI) search for the project was recently performed and a copy of the previous results (no conflicts) is included.

WILKES-BARRE
613 Baltimore Drive
Suite 300
Wilkes-Barre, PA
18702

(P) 570.821.1994
(F) 570.821.1990

borton-lawson.com

Your written response is required for plan completion. If you have questions regarding this project, please do not hesitate to contact me at 484.821.0470, Ext. 2116 or email at dwieller@borton-lawson.com.

Sincerely,

David M. Wieller, P.E.
Senior Project Engineer

Enclosure
DMW/dth

From: trackingupdates@fedex.com
To: Debra T. Heffelfinger
Subject: FedEx Shipment 799581617232 Delivered
Date: Tuesday, April 23, 2013 10:06:12 AM

This tracking update has been requested by:

Company Name:	BORTON LAWSON ENGINEERING
Name:	David M. Wieller
E-mail:	dheffelfinger@borton-lawson.com

Our records indicate that the following shipment has been delivered:

Reference:	2011-2762-01
Ship (P/U) date:	Apr 22, 2013
Delivery date:	Apr 23, 2013 9:56 AM
Sign for by:	C.OUTLAW
Delivery location:	HARRISBURG, PA
Delivered to:	Shipping/Receiving
Service type:	FedEx Standard Overnight
Packaging type:	FedEx Envelope
Number of pieces:	1
Weight:	0.50 lb.
Special handling/Services:	Deliver Weekday
Tracking number:	799581617232

Shipper Information	Recipient Information
David M. Wieller	Bureau of Forestry
BORTON LAWSON ENGINEERING	Dept. of Conservation & Natural Res
3897 Adler Place	400 Market Street
Suite 350	P.O. Box 8552
Bethlehem	HARRISBURG
PA	PA
US	US
18017	17105

Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 9:06 AM CDT on 04/23/2013.

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All weights are estimated.

To track the latest status of your shipment, click on the tracking number above, or visit us at fedex.com.

This tracking update has been sent to you by FedEx on the behalf of the Requestor noted above. FedEx does not validate the authenticity of the requestor and does not validate, guarantee or warrant the authenticity of the request, the requestor's message, or the accuracy of this tracking update. For tracking results and fedex.com's terms of use, go to fedex.com.

Thank you for your business.

Borton Lawson
ENGINEERING
ARCHITECTURE

April 22, 2013

Pennsylvania Game Commission
Bureau of Wildlife Habitat Management
Division of Environmental Planning & Habitat Protection
2001 Elmerton Avenue
Harrisburg, PA 17110-9797

RE: Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update

Fed Ex. #: 7995 8167 4813

BL No.: 2011-2762-01

To Whom It May Concern:

Borton-Lawson is currently updating the Joint Official Sewage Facilities Plan for the Freeland Borough and Foster Township. The project will replace an aging and associated gravity sewer pipe which conveys sewage flows from the Wyoming Street Pump Station to Freeland's sewage treatment plant.

The overall project length is approximately 6,800 feet. The total area of disturbance is estimated to be 1.07 acres. The project will be located in areas which have previously been disturbed including roadways, railroad grades and existing utility easements. More detailed information is included in the attached supplement project narrative.

The proposed force main alignment has been designed to minimize impacts to wetlands as can be seen from the enclosed supporting documentation.

We are requesting a database search of Species of Special Concerns for the project area in order to avoid impacts to endangered or threatened species that may be located in the project area. Enclosed is a copy of the USGS Freeland, PA Quadrangle with the project extent delineated as is a CD containing GIS shapefiles of the project area.

To further assist the review process, color photographs and an associated photograph key sheet is included which includes numerous photographs from the project area. The photograph key maps identifies the location and direction of each photograph.

A Pennsylvania Natural Diversity Inventory (PNDI) search for the project was recently performed and a copy of the previous results (no conflicts) is included.

WILKES-BARRE
613 Baltimore Drive
Suite 300
Wilkes-Barre, PA
18702

(P) 570.821.1994
(F) 570.821.1990

borton-lawson.com

Your written response is required for plan completion. If you have questions regarding this project, please do not hesitate to contact me at 484.821.0470, Ext. 2116 or email at dwieller@borton-lawson.com.

Sincerely,

David M. Wieller, P.E.
Senior Project Engineer

Enclosure
DMW/dth

From: trackingupdates@fedex.com
To: Debra T. Heffelfinger
Subject: FedEx Shipment 799581674813 Delivered
Date: Tuesday, April 23, 2013 10:06:08 AM

This tracking update has been requested by:

Company Name:	BORTON LAWSON ENGINEERING
Name:	David M. Wieller
E-mail:	dheffelfinger@borton-lawson.com

Our records indicate that the following shipment has been delivered:

Reference:	2011-2762-01
Ship (P/U) date:	Apr 22, 2013
Delivery date:	Apr 23, 2013 9:56 AM
Sign for by:	C.OUTLAW
Delivery location:	HARRISBURG, PA
Delivered to:	Shipping/Receiving
Service type:	FedEx Standard Overnight
Packaging type:	FedEx Envelope
Number of pieces:	1
Weight:	0.50 lb.
Special handling/Services:	Deliver Weekday
Tracking number:	799581674813

Shipper Information	Recipient Information
David M. Wieller	Bureau of Wildlife Habitat Mgmt.
BORTON LAWSON ENGINEERING	Pa. Game Commission
3897 Adler Place	2001 Elmerton Avenue
Suite 350	HARRISBURG
Bethlehem	PA
PA	US
US	17110
18017	

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Thank you for your business.

Borton Lawson
ENGINEERING
ARCHITECTURE

April 22, 2013

Pennsylvania Fish & Boat Commission
Natural Diversity Section
450 Robinson Lane
Bellefonte, PA 16823

RE: Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update

Fed Ex. #: 7995 8173 3621

BL No.: 2011-2762-01

To Whom It May Concern:

Borton-Lawson is currently updating the Joint Official Sewage Facilities Plan for the Freeland Borough and Foster Township. The project will replace an aging and associated gravity sewer pipe which conveys sewage flows from the Wyoming Street Pump Station to Freeland's sewage treatment plant.

The overall project length is approximately 6,800 feet. The total area of disturbance is estimated to be 1.07 acres. The project will be located in areas which have previously been disturbed including roadways, railroad grades and existing utility easements. More detailed information is included in the attached supplement project narrative.

The proposed force main alignment has been designed to minimize impacts to wetlands as can be seen from the enclosed supporting documentation.

We are requesting a database search of Species of Special Concerns for the project area in order to avoid impacts to endangered or threatened species that may be located in the project area. Enclosed is a copy of the USGS Freeland, PA Quadrangle with the project extent delineated as is a CD containing GIS shapefiles of the project area.

To further assist the review process, color photographs and an associated photograph key sheet is included which includes numerous photographs from the project area. The photograph key maps identifies the location and direction of each photograph.

A Pennsylvania Natural Diversity Inventory (PNDI) search for the project was recently performed and a copy of the previous results (no conflicts) is included.

WILKES-BARRE
613 Baltimore Drive
Suite 300
Wilkes-Barre, PA
18702

(P) 570.821.1994
(F) 570.821.1990

borton-lawson.com

Your written response is required for plan completion. If you have questions regarding this project, please do not hesitate to contact me at 484.821.0470, Ext. 2116 or email at dwieller@borton-lawson.com.

Sincerely,

David M. Wieller, P.E.
Senior Project Engineer

Enclosure
DMW/dth

From: trackingupdates@fedex.com
To: Debra T. Heffelfinger
Subject: FedEx Shipment 799581774687 Delivered
Date: Tuesday, April 23, 2013 1:03:16 PM

This tracking update has been requested by:

Company Name:	BORTON LAWSON ENGINEERING
Name:	David M. Wieller
E-mail:	dheffelfinger@borton-lawson.com

Our records indicate that the following shipment has been delivered:

Reference:	2011-2762-01
Ship (P/U) date:	Apr 22, 2013
Delivery date:	Apr 23, 2013 1:01 PM
Sign for by:	D.THEES
Delivery location:	STATE COLLEGE, PA
Delivered to:	Receptionist/Front Desk
Service type:	FedEx Standard Overnight
Packaging type:	FedEx Envelope
Number of pieces:	1
Weight:	0.50 lb.
Special handling/Services:	Deliver Weekday
Tracking number:	799581774687

Shipper Information	Recipient Information
David M. Wieller	Endangered Species Section
BORTON LAWSON ENGINEERING	US Fish & Wildlife Service
3897 Adler Place	315 South Allen Street, Suite 322
Suite 350	STATE COLLEGE
Bethlehem	PA
PA	US
US	16801
18017	

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Thank you for your business.

Borton Lawson
ENGINEERING
ARCHITECTURE

April 22, 2013

United States Fish & Wildlife Service
Endangered Species Section
315 South Allen Street, Suite 322
State College, PA 16801

RE: Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update

Fed Ex. #: 7995 8177 4687

BL No.: 2011-2762-01

To Whom It May Concern:

Borton-Lawson is currently updating the Joint Official Sewage Facilities Plan for the Freeland Borough and Foster Township. The project will replace an aging and associated gravity sewer pipe which conveys sewage flows from the Wyoming Street Pump Station to Freeland's sewage treatment plant.

The overall project length is approximately 6,800 feet. The total area of disturbance is estimated to be 1.07 acres. The project will be located in areas which have previously been disturbed including roadways, railroad grades and existing utility easements. More detailed information is included in the attached supplement project narrative.

The proposed force main alignment has been designed to minimize impacts to wetlands as can be seen from the enclosed supporting documentation.

We are requesting a database search in order to avoid impacts to federally listed endangered or threatened species that may be located within the project area. Enclosed is a copy of the USGS Freeland, PA Quadrangle with the project extent delineated as is a CD containing GIS shapefiles of the project area.

To further assist the review process, color photographs and an associated photograph key sheet is included which includes numerous photographs from the project area. The photograph key maps identifies the location and direction of each photograph.

A Pennsylvania Natural Diversity Inventory (PNDI) search for the project was recently performed and a copy of the previous results (no conflicts) is included.

WILKES-BARRE
613 Baltimore Drive
Suite 300
Wilkes-Barre, PA
18702

(P) 570.821.1994
(F) 570.821.1990

borton-lawson.com

Your written response is required for plan completion. If you have questions regarding this project, please do not hesitate to contact me at 484.821.0470, Ext. 2116 or email at dwieller@borton-lawson.com.

Sincerely,

David M. Wieller, P.E.
Senior Project Engineer

Enclosure
DMW/dth

From: trackingupdates@fedex.com
To: Debra T. Heffelfinger
Subject: FedEx Shipment 799581733621 Delivered
Date: Tuesday, April 23, 2013 10:23:36 AM

This tracking update has been requested by:

Company Name:	BORTON LAWSON ENGINEERING
Name:	David M. Wieller
E-mail:	dheffelfinger@borton-lawson.com

Our records indicate that the following shipment has been delivered:

Reference:	2011-2462-01
Ship (P/U) date:	Apr 22, 2013
Delivery date:	Apr 23, 2013 10:19 AM
Sign for by:	T.ALEXANDER
Delivery location:	BELLEFONTE, PA
Delivered to:	Receptionist/Front Desk
Service type:	FedEx Standard Overnight
Packaging type:	FedEx Envelope
Number of pieces:	1
Weight:	0.50 lb.
Special handling/Services:	Deliver Weekday
Tracking number:	799581733621

Shipper Information	Recipient Information
David M. Wieller	Natural Diversity Section
BORTON LAWSON ENGINEERING	Pa. Fish & Boat Commission
3897 Adler Place	450 Robinson Lane
Suite 350	BELLEFONTE
Bethlehem	PA
PA	US
US	16823
18017	

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Thank you for your business.

Pennsylvania Natural Diversity Inventory
LARGE PROJECT FORM

How to Use the PNDI Large Project Form

If your Project is a "Large Project"— too large/long to search on the online system
Projects are considered "Large Projects" when the ENTIRE project is:

- Linear/Large Projects that exceed the PNDI online project size limits of 10 miles in length or 1200 acres
- Township-wide, Countywide or Statewide Projects. Examples: Act 537 Sewage Plans, Wind Farms, Roadway Improvements exceeding map limits above.

Due to system limitations and agency requirements, projects should not be submitted piecemeal. The entire project area including roads and infrastructure should be submitted as a single unit.

What to Send to Jurisdictional Agencies

Send the following information to all of the agencies listed on the Large Project Form.

Check-list of Minimum Materials to be submitted:
_X_ Completed Large Project Form
_X_ Supplemental project narrative with a description of the overall project, the work to be performed, current physical characteristics of the site and acreage to be impacted.
_X_ USGS 7.5-minute Quadrangle with project boundary clearly indicated, and quad name on the map

The inclusion of the following information may expedite the review process.
_X_ GIS shapefiles depicting the project extent
_X_ A basic site plan (particularly showing the relationship of the project to the physical features such as wetlands, streams, ponds, rock outcrops, etc.)
_X_ Color photos keyed to the basic site plan (i.e. showing on the site plan where and in what direction each photo was taken and the date of the photos)
____ Information about the presence and location of wetlands in the project area, and how this was determined (e.g., by a qualified wetlands biologist), if wetlands are present in the project area, provide project plans showing the location of all project features, as well as wetlands and streams

PNDI Large Project Form Definitions

Applicant: Person that owns the property or is proposing the project or activity

Contact Person: Person to receive response if different than applicant (e.g. Consultant)

Project Name: Descriptive title of project (e.g. Twin Pines Subdivision, Miller Bridge Replacement)

Proposed Activity: Include ALL earth disturbance activities for project (e.g. for a timber sale—include stream crossings, cutting areas and new roadway accesses). Also include Current Conditions (e.g. housing, farmland, current land cover), and how Construction/Maintenance Activity is to be accomplished

Total Acres of Property: Entire site acreage (e.g. timber sale property—including road access (200 acres)

Acreage to be Impacted: Disturbance acreage (e.g. timber sale—if the property is 200 acres, but only 100 acres will be disturbed, for example: cutting on 90 acres, a road impacting 10 acres); include all temporary and permanent activities

Pennsylvania Natural Diversity Inventory
LARGE PROJECT FORM

This form provides site information necessary to perform an Environmental Review for special concern species and resources listed under the Endangered Species Act of 1973, the Wild Resource Conservation Act, the Pennsylvania Fish and Boat Code or the Pennsylvania Game and Wildlife Code.

Applicant Information

Name: Borough Of Freeland Municipal Authority
Address: 711 Birkbeck Street, Freeland, Pa 18224
Phone Number: 570.636.1733 Fax Number: 570.636.1700

Contact Person Information - if different from applicant

Name: David Wieller
Address: 3897 Adler Place, Bethlehem, Pa 18017
Phone Number: 484.821.0470 Fax Number: 484.821.0474
Email: dwieller@borton-lawson.com

Project Information

Project Name: Wyoming Street Pump Station Force Main Replacement
Project Reference Point (center point of project): Latitude: 41D 01' 08" Longitude: 75D 53' 29" Datum: NAD 83 PA State
Municipality: Freeland Borough County: Luzerne
☒ Attach a copy of a U.S.G.S. 7 ½ Minute Quadrangle Map with Project Boundaries clearly marked.
U.S.G.S. Quad Name: Freeland
Provide GIS shapefiles showing the project boundary (strongly recommended)

Project Description

Proposed Project Activity (including ALL earth disturbance areas and current conditions)

A new 10" force main will replace an aging 8" force main. The force main will discharge into a 15" gravity sanitary sewer sewer which will replace existing 12" gravity sewer. The overall length of the project is approximatley 6,800 feet. A significant portion of the project is located with paved areas and the remainder of the project is located in areas which have been previoulsy disturbed.

Total Acres of Property: 1.07 Acreage to be Impacted: 1.07

1. Will the entire project occur in or on an existing building, parking lot, driveway, road, maintained road shoulder, street, runway, paved area, railroad bed, or maintained lawn? Yes ☐ No ☒
2. Are there any waterways or waterbodies (intermittent or perennial rivers, streams, creeks, tributaries, lakes or ponds) in or near the project area, or on the land parcel? If so, how many feet away is the project?
   Yes ☒ Crossing Feet No ☐
3. Are wetlands located in or within 300 feet of the project area? Yes ☒ No ☐ If No, is this the result of a wetland delineation?
4. How many acres of tree removal, tree cutting or forest clearing will be necessary to implement all aspects of this project? 0.14

Dept. of Conservation and Natural Resources
Bureau of Forestry, Ecological Services Section
400 Market St., PO Box 8552
Harrisburg, PA 17105
fax: 717-772-0271

PA Game Commission
Bureau of Wildlife Habitat Management
Division of Environmental Planning & Habitat Protection
2001 Elmerton Avenue
Harrisburg, PA 17110-9797

PA Fish and Boat Commission
Natural Diversity Section
450 Robinson Lane
Bellefonte, PA 16823

US Fish and Wildlife Service
Endangered Species Biologist
315 South Allen St., Suite 322
State College, PA 16801
no faxes please

Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update

SUPPLEMENTAL PROJECT NARRATIVE

The Freeland Borough and Foster Township are updating the Joint Official Sewage Facilities Plan to include the replacement of an existing 8-inch cast iron force main with a new 10" AWWA C900 force main from the Wyoming Street Pump Station to the gravity sewer system on Dewey Street. In addition, the existing 10-inch gravity sewer running from Dewey Street to the Wastewater Treatment Plant will be upsized with a 15-inch diameter PVC sewer main.

The purpose of the project is to increase the capacity of the Wyoming Street Pump Station, thereby reducing the frequency of combined sewer overflows.

Approximately 4,600 feet of force main will be constructed. The force main will begin at the Wyoming Street Pump Station and parallel Wyoming Street for 400 feet within an area which has previously been disturbed by utility installation. There is a small emergent wetland located in the vicinity of the pump station which will be impacted to the minimal extent possible. As seen on the enclosed force main alignment plan, the existing force main is located within wetlands and replacement in place was not considered due to the impact of wetlands which would be required.

The force main will then cross an upland forested area for 400 feet before following an abandoned railroad grade to Carbon Street. Once across Carbon Street, the force main will follow an abandoned railroad grade for approximately 400 feet. There will be an open-cut crossing of an unnamed tributary to Black Creek. The force main will cross South Street (SR 940) and will be installed within existing pavement for the remainder of the alignment.

The gravity sewer portion of the project will begin at the terminus of the force main which is located along an alley near Highland Street. The gravity sewer portion will consist of approximately 2,200 feet of new 15-inch pipe, 1,600 feet of which will be installed within pavement. The new gravity sewer pipe will replace existing 12-inch terra cotta pipe. The last 600 feet of the project will cross upland forest within an existing utility easement. This area was previously disturbed by the construction of the existing gravity sewer line.

All pipe installation via completed by open-cut methods. The total area of disturbance is approximately 1.07 acres. No existing buildings or structures will be disturbed.

A wetland delineation was performed by Borton-Lawson in 2012.

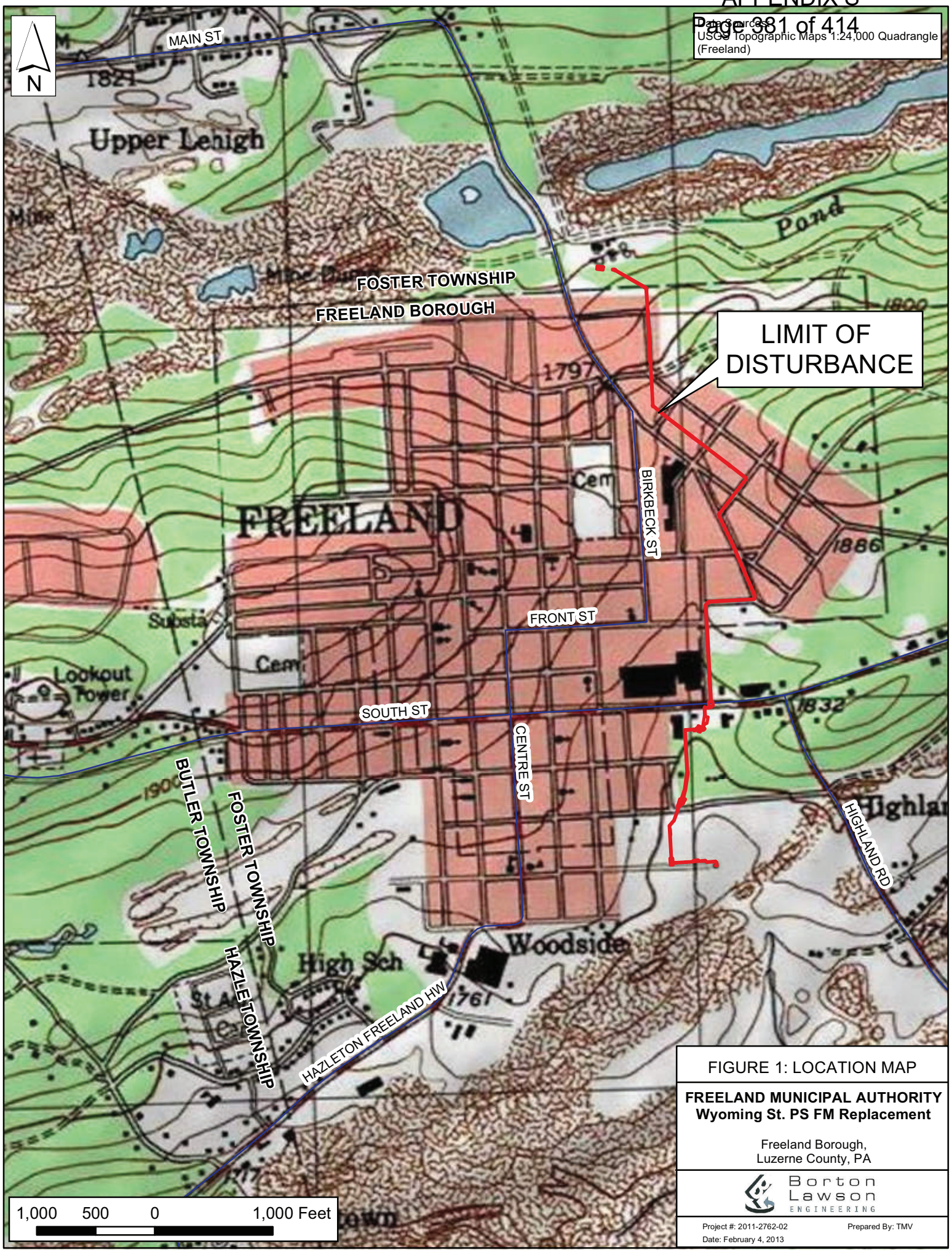


FIGURE 1: LOCATION MAP

FREELAND MUNICIPAL AUTHORITY
Wyoming St. PS FM Replacement

Freeland Borough,
Luzerne County, PA

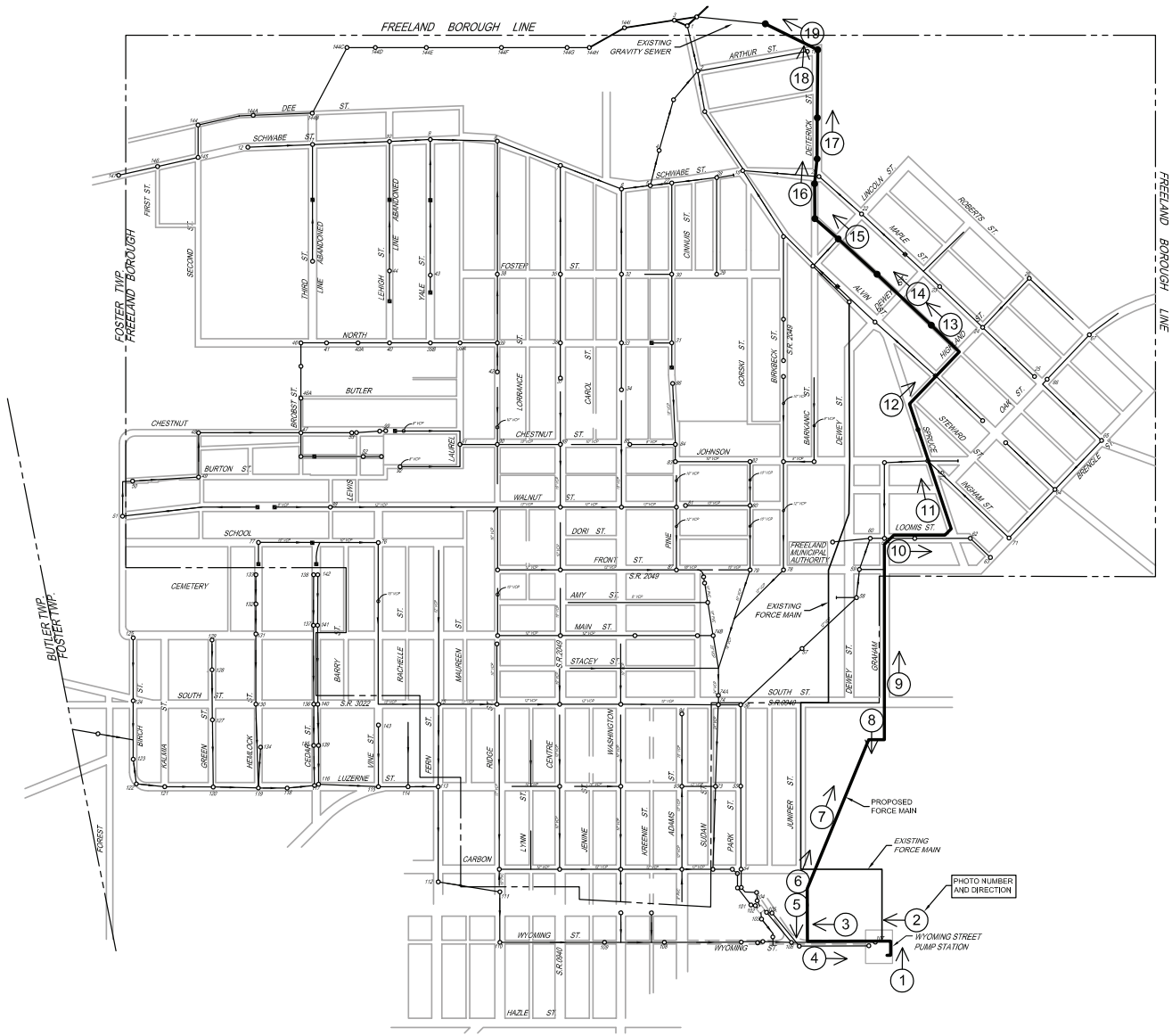
Borton Lawson ENGINEERING

Project #: 2011-2762-02 Prepared By: TMV
Date: February 4, 2013

P:\2762-02\DATA\GIS\MXD\Location_Map.mxd



P:\2762-02\DATA\GIS\MXD\Wetland_Report\Freeland_Force_Main_Wetland_Delineation_Map.mxd



NOTE:

ALL LOCATIONS ARE APPROXIMATE. THIS SCHEMATIC IS PROVIDED TO SHOW THE APPROXIMATE OVERALL EXTENT OF THE PROJECT.

0' 300' 600' 900'

P:\2762\01\DOCS\ACT 537 PLAN UPDATE\CORRESPONDENCE\PND\PHOTO MAP.DWG - 4/22/2013 12:44 PM, DMW

Borton Lawson
ENGINEERING ARCHITECTURE
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Wilkes-Barre, PA. 18702
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	DATE	DESCRIPTION		DATE	DESCRIPTION

SEALS

DRAWING TITLE & PROJECT NAME

PHOTO KEY MAP

BOROUGH OF FREELAND MUNICIPAL AUTHORITY
WYOMING STREET PUMP STATION
FORCE MAIN REPLACEMENT
BOROUGH OF FREELAND & FOSTER TOWNSHIP , LUZERNE COUNTY , PENNSYLVANIA

DRAWN BY	KRM
CHECKED BY	DMW
DATE	FEBRUARY 28, 2013
PROJECT NUMBER	2011-2762-02
DRAWING NUMBER	C100

Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update
Photographs of Project Site



Photo 1 – Wyoming Street Pump Station – The proposed force main will be installed along the fence on the right side of the photograph.



Photo 2 – Wyoming Street Pump Station – The proposed force main will be installed within the fenced area and then along the utility poles visible in the distance.

Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update
Photographs of Project Site



Photo 3 – Access Road to Wyoming Street Pump Station – The proposed force main will be installed just to the right of the utility poles within the open area.



Photo 4 – Access Road to Wyoming Street Pump Station – The proposed force main will be installed just to the left of the utility poles within the open area.

Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update
Photographs of Project Site



Photo 5 – Forested Area – The proposed force main will be installed within the forested area adjacent to an abandoned railroad grade.



Photo 6 – Abandoned Railroad Grade – The proposed force main will be installed an abandoned railroad grade.

Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update
Photographs of Project Site

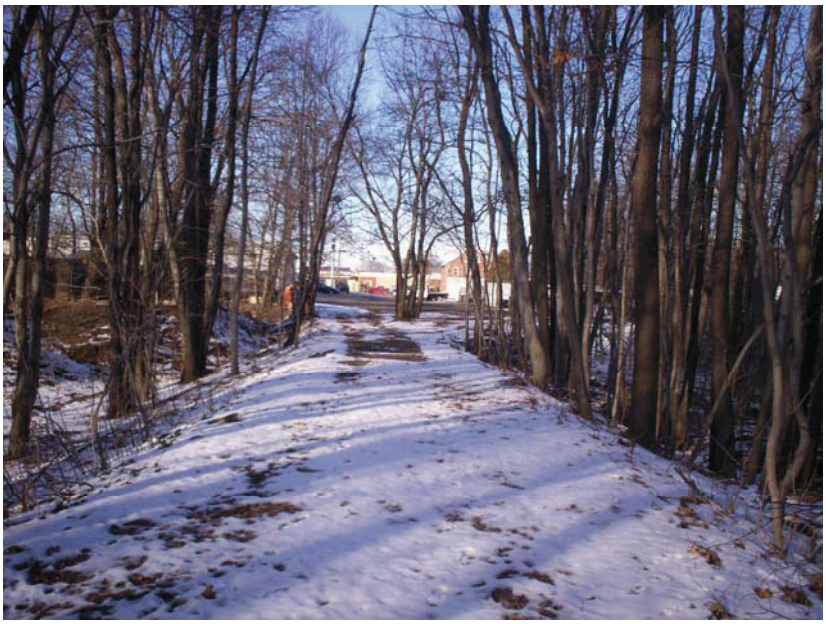


Photo 7 – Abandoned Railroad Grade – The proposed force main will be installed an abandoned railroad grade.



Photo 8 – Unnamed Tributary to Black Creek – The proposed force main will be installed across the tributary via open-cut methods.

Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update
Photographs of Project Site



Photo 9 – Graham Street – The proposed force main will be installed within the pavement.



Photo 10 – Loomis Street – The proposed force main will be installed within the pavement.

Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update
Photographs of Project Site



Photo 11 – Spruce Street – The proposed force main will be installed within the pavement.



Photo 12 – Highland Street – The proposed force main will be installed within the pavement.

Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update
Photographs of Project Site



Photo 13 – Alley – The proposed force main will transition to gravity sewer near this location. Installation will be within the pavement.



Photo 14 – Alley – The proposed gravity sewer will be installed within the pavement.

EXHIBIT 6

PUBLIC PARTICIPATION DOCUMENTATION

RESOLUTION NO. 11-19-1-2012

A RESOLUTION OF THE BOROUGH OF FREELAND

ADOPTING A REVISION TO THE JOINT OFFICIAL ACT 537 SEW AGE FACILITIES

PLAN OF THE BOROUGH OF FREELAND AND FOSTER TOWNSHIP, LUZERNE

COUNTY, PENNSYLVANIA

WHEREAS Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the Pennsylvania Sewage Facilities Act", as amended, and the Rules and Regulations of the Pennsylvania Department of Environmental Protection (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, requires the Borough of Freeland and Foster Township to adopt a Joint Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters and/or environmental health hazards with sewage wastes, and to revise said plan whenever it is necessary to meet the sewage disposal needs of the municipality, and,

WHEREAS, Borton-Lawson Engineering under authorization of the Borough of Freeland Municipal Authority has prepared a Joint Sewage Facilities Plan Revision, dated August 2012, which provides for long-term sewage disposal needs for a portion of the Borough of Freeland, Foster Township and Butler Township, and,

WHEREAS, the alternative of choice to be implemented is the replacement of the Authority-owned existing 8-inch force main with a new 10-inch force main at the Wyoming Street pump station, construction of one (1) new Foster Township-owned sewage pump station at Wyoming Street to service both the Borough and Townships, installation of 400,000 gallon equalization tanks at the Authority-owned sewage treatment plant, no additional primary clarification tank installation at the Authority-owned sewage treatment plant, and the installation of a new Authority-owned combined sewer overflow (CSO) adjacent to the existing CSO. The key implementation dates are October 2014 for the force main, December 2012 for the sewage treatment plant and CSO, and August 2010 for the pump station.

WHEREAS, the municipality finds that the Facility Plan described above conforms to applicable zoning, subdivision, and other municipal ordinances and plans and to a comprehensive program of pollution control and water quality management.

Now, THEREFORE BE IT RESOLVED, that the Council of the Borough of Freeland does hereby adopt and submit to the Department of Environmental Protection for its approval as a revision to the "Official Plan" of the municipality, the above referenced Facility Plan. The municipality hereby assures the Department of the complete and timely implementation of the said plan as required by law. (Section 5, Pennsylvania Sewage Facilities Act as amended).

Resolved and enacted this 19th day of November, Two Thousand Twelve (2012)

Borough of Freeland Council

Attest

President

Anna Marie Dwrange
Secretary

RESOLUTION NO. 3 of 2012

A RESOLUTION OF THE BOROUGH OF FREELAND MUNICIPAL AUTHORITY

ADOPTING A REVISION TO THE JOINT OFFICIAL ACT 537 SEWAGE FACILITIES

PLAN OF THE BOROUGH OF FREELAND AND FOSTER TOWNSHIP, LUZERNE

COUNTY, PENNSYLVANIA

WHEREAS, Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act", as amended, and the Rules and Regulations of the Pennsylvania Department of Environmental Protection (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, requires the Borough of Freeland and Foster Township to adopt a Joint Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters and/or environmental health hazards with sewage wastes, and to revise said plan whenever it is necessary to meet the sewage disposal needs of the municipality, and,

WHEREAS, Borton-Lawson Engineering under authorization of the Borough of Freeland Municipal Authority has prepared a Joint Sewage Facilities Plan, dated August 2012, which provides for long-term sewage disposal needs for a portion of the Borough of Freeland, Foster Township and Butler Township, and,

WHEREAS, the alternative of choice to be implemented is the replacement of the Authority-owned existing 8-inch force main with a new 10-inch force main at the Wyoming Street pump station, construction of one (1) new Foster Township-owned sewage pump station at Wyoming Street to service both the Borough and Townships, installation of 400,000 gallon equalization tanks at the Authority-owned sewage treatment plant, no additional primary clarification tank installation at the Authority-owned sewage treatment plant, and the installation of a new Authority-owned combined sewer overflow (CSO) adjacent to the existing CSO. The key implementation dates are October 2014 for the force main, December 2012 for the sewage treatment plant and CSO, and August 2010 for the pump station.

WHEREAS, the Borough of Freeland Municipal Authority finds that the Facility Plan described above conforms to applicable zoning, subdivision, and other municipal ordinances and plans and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE BE IT RESOLVED, that the Borough of Freeland Municipal Authority does hereby adopt and submit to the Department of Environmental Protection for its approval as a revision to the "Official Plan" of the municipality, the above referenced Facility Plan. The Authority hereby assures the Department of the complete and timely implementation of the said plan as required by law. (Section 5, Pennsylvania Sewage Facilities Act as amended).

Resolved and enacted this 19th day of Nov., Two Thousand Twelve (2012)

The Borough of Freeland Municipal Authority

William Yurkus

Chairman

Attest

Anna Marie Durango

Secretary

RESOLUTION NO. 2

A RESOLUTION OF THE FOSTER TOWNSHIP BOARD OF SUPERVISORS

ADOPTING A REVISION TO THE JOINT OFFICIAL ACT 537 SEWAGE FACILITIES

PLAN OF THE BOROUGH OF FREELAND AND FOSTER TOWNSHIP, LUZERNE

COUNTY, PENNSYLVANIA

WHEREAS, Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act", as amended, and the Rules and Regulations of the Pennsylvania Department of Environmental Protection (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, requires the Borough of Freeland and Foster Township to adopt a Joint Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters and/or environmental health hazards with sewage wastes, and to revise said plan whenever it is necessary to meet the sewage disposal needs of the municipality, and,

WHEREAS, Borton-Lawson Engineering under authorization of the Freeland Municipal Authority has prepared a Joint Sewage Facilities Plan Revision, dated August 2012, which provides for long-term sewage disposal needs for a portion of the Borough of Freeland, Foster Township and Butler Township, and,

WHEREAS, the alternative of choice to be implemented is the replacement of the Authority-owned existing 8-inch force main with a new 10-inch force main at the Wyoming Street pump station, construction of one (1) new Foster Township-owned sewage pump station at Wyoming Street to service both the Borough and Townships, installation of 400,000 gallon equalization tanks at the Authority-owned sewage treatment plant, no additional primary clarification tank installation at the Authority-owned sewage treatment plant, and the installation of a new Authority-owned combined sewer overflow (CSO) adjacent to the existing CSO. The key implementation dates are October 2014 for the force main, December 2012 for the sewage treatment plant and CSO, and August 2010 for the pump station.

WHEREAS, Foster Township finds that the Facility Plan described above conforms to applicable zoning, subdivision, and other municipal ordinances and plans and to a comprehensive program of pollution control and water quality management

Now, THEREFORE BE IT RESOLVED, that the Foster Township Board of Supervisors hereby concurs with the attached revision to the "Official Plan" of the municipality, the above referenced Facility Plan.

Resolved and enacted this 14th day of November, Two Thousand Twelve (2012)

Foster Township Board of Supervisors

Gerald J. Barzyn
Chairman

Attest

G. Eckrote Jones
Secretary

Butler Township

415 West Butler Drive • Drums, Pennsylvania 18222 • (570) 788-3547 • Fax (570) 788-5938

April 19, 2013

Borton-Lawson
Attn: Samantha Albert
613 Baltimore Drive, Suite 300
Wilkes-Barre, Pa 18702

Attn: Resolution R-121312
Revised Joint Official Act 537 Plan for Freeland and Foster Township

Dear Ms. Albert:

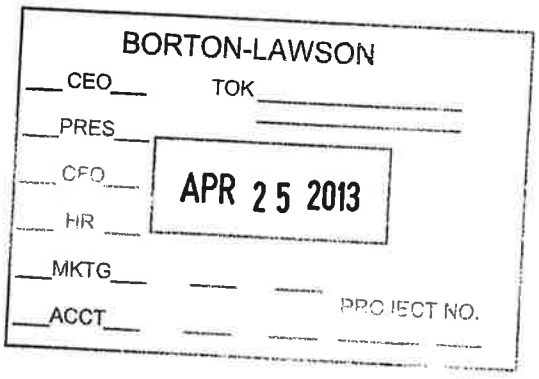
Enclosed please find original copy of Resolution R-121312, as per the instruction of Attorney Karpowich.

Thank you for your attention to this matter,

Sincerely,

BUTLER TOWNSHIP SUPERVISORS

Jane A. Reakes, Township Administration
/jr



RESOLUTION NO. R-121312

A RESOLUTION OF THE BUTLER TOWNSHIP BOARD OF SUPERVISORS ADOPTING A REVISION TO THE JOINT OFFICIAL ACT 537 SEWAGE FACILITIES PLAN OF THE BOROUGH OF FREELAND AND FOSTER TOWNSHIP, LUZERNE COUNTY, PENNSYLVANIA

WHEREAS, Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act", as amended, and the Rules and Regulations of the Pennsylvania Department of Environmental Protection (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, requires the Borough of Freeland and Foster Township to adopt a Joint Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters and/or environmental health hazards with sewage wastes, and to revise said plan whenever it is necessary to meet the sewage disposal needs of the municipality, and,

WHEREAS, Borton-Lawson Engineering under authorization of the Borough of Freeland Municipal Authority has prepared a Joint Sewage Facilities Plan Revision, dated August 2012, which provides for long-term sewage disposal needs for a portion of the Borough of Freeland, Foster Township and Butler Township, and,

WHEREAS, the alternative of choice to be implemented is the replacement of the Authority-owned existing 8-inch force main with a new 10-inch force main at the Wyoming Street pump station, construction of one (1) new Foster Township-owned sewage pump station at Wyoming Street to service both the Borough and Townships, installation of 400,000 gallon equalization tanks at the Authority-owned sewage treatment plant, no additional primary clarification tank installation at the Authority-owned sewage treatment plant, and the installation of a new Authority-owned combined sewer overflow (CSO) adjacent to the existing CSO. The key implementation dates are October 2014 for the force main, December 2012 for the sewage treatment plant and CSO, and August 2010 for the pump station.

WHEREAS, the municipality finds that the Facility Plan described above conforms to applicable zoning, subdivision, and other municipal ordinances and plans and to a comprehensive program of pollution control and water quality management.

Now, THEREFORE BE IT RESOLVED, that the Butler Township Board of Supervisors does hereby adopt and submit to the Department of Environmental Protection for its approval as a revision to the "Official Plan" of the municipality, the above referenced Facility Plan.

Resolved and enacted this 13 day of December Two Thousand Twelve (2012)

Butler Township Board of Supervisors

Chairman

Attest

Secretary

Borton Lawson
ENGINEERING
ARCHITECTURE

August 2, 2012

Butler Township Planning Commission
415 West Butler Drive
Drums, PA 18222

RE: Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update Revision
Cert. Mail #: 7006-0810-0005-3395-7828

BL No.: 2011-2762-01

Dear Planning Commissioners:

Please find the attached is a draft copy of the Joint Official Sewage Facilities Plan Update Revision for the Freeland Borough and Foster Township. The PA Code: Title 25, Chapter 71.31 (b) requires municipalities/municipal authorities to forward proposed official plans to the appropriate planning agencies for review and comment. Please review the attached plan and forward any comments to:

Freeland Municipal Authority
711 Birbeck Street
Freeland, PA 18224
ATTN: Act 537 Plan Update

If no comments are received within sixty (60) days of receipt of this plan, the requirements of the PA Code will be considered satisfied. If you have any questions regarding the Plan, please do not hesitate to contact me at (570)821-1994 ext. 243

Sincerely,

for Samantha Albert, P.E.
Project Manager

Enclosure
DMW/sac

c: Freeland Municipal Authority

OHIO
Canton

PENNSYLVANIA
Bethlehem
Nazareth
Pittsburgh
State College
Towanda
Wilkes-Barre

WILKES-BARRE
613 Baltimore Drive
Suite 300
Wilkes-Barre, PA 18702

Phone: 570.821.1999
Fax: 570.821.1990

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City, State: DRUMS PA 18222

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COMMISSION
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DRUMS PA 18222

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C. Date of Delivery: 8-6-12

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If YES, enter delivery address below: ☐ No

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☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

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City, State: DRUMS PA 18222

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1. Article Addressed to:

BUTLER TOWNSHIP PLANNING
COMMISSION
415 WEST BUTLER DRIVE
DRUMS PA 18222

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☑ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

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Borton Lawson
ENGINEERING
ARCHITECTURE

August 2, 2012

Freeland Borough Planning Commission
PO Box 117 – Center and Walnut Streets
Freeland, PA 18224

RE: Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update Revision
Cert. Mail #: 7010-2780-0003-3999-7919

BL No.: 2011-2762-01

Dear Planning Commissioners:

Please find the attached is a draft copy of the Joint Official Sewage Facilities Plan Update Revision for the Freeland Borough and Foster Township. The PA Code: Title 25, Chapter 71.31 (b) requires municipalities/municipal authorities to forward proposed official plans to the appropriate planning agencies for review and comment. Please review the attached plan and forward any comments to:

Freeland Municipal Authority
711 Birbeck Street
Freeland, PA 18224
ATTN: Act 537 Plan Update

If no comments are received within sixty (60) days of receipt of this plan, the requirements of the PA Code will be considered satisfied. If you have any questions regarding the Plan, please do not hesitate to contact me at (570)821-1994 ext. 243

Sincerely,

for Samantha Albert, P.E.
Project Manager

Enclosure
DMW/sac

c: Freeland Municipal Authority

OHIO
Canton

PENNSYLVANIA
Bethlehem
Nazareth
Pittsburgh
State College
Towanda
Wilkes-Barre

WILKES-BARRE
613 Baltimore Drive
Suite 300
Wilkes-Barre, PA 18702

Phone: 570.821.1999
Fax: 570.821.1990

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Street, Apt. No. or PO Box No.: PO BOX 117
City, State, ZIP: CENTRE AND WALNUT STREETS FREELAND PA 18224

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COMMISSION
PO BOX 117
CENTRE AND WALNUT STREETS
FREELAND PA 18224

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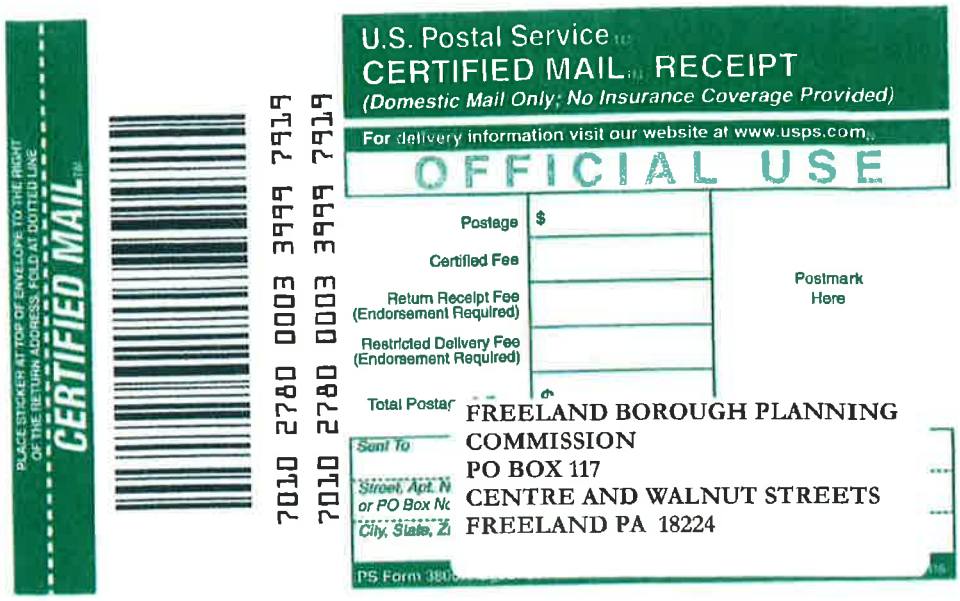
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1. Article Addressed to:

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PO BOX 117
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FREELAND PA 18224

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4. Restricted Delivery? (Extra Fee) ☐ Yes

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PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

Borton Lawson
ENGINEERING
ARCHITECTURE

August 2, 2012

Foster Township Planning Commission
1000 Wyoming Avenue
Freeland, PA 18224

RE: Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update Revision
Cert. Mail #: 7010-2780-0003-3999-7902

BL No.: 2011-2762-01

Dear Planning Commissioners:

Please find the attached is a draft copy of the Joint Official Sewage Facilities Plan Update Revision for the Freeland Borough and Foster Township. The PA Code: Title 25, Chapter 71.31 (b) requires municipalities/municipal authorities to forward proposed official plans to the appropriate planning agencies for review and comment. Please review the attached plan and forward any comments to:

Freeland Municipal Authority
711 Birbeck Street
Freeland, PA 18224
ATTN: Act 537 Plan Update

If no comments are received within sixty (60) days of receipt of this plan, the requirements of the PA Code will be considered satisfied. If you have any questions regarding the Plan, please do not hesitate to contact me at (570)821-1994 ext. 243

Sincerely,

for Samantha Albert, P.E.
Project Manager

Enclosure
DMW/sac

c: Freeland Municipal Authority

OHIO
Canton

PENNSYLVANIA
Bethlehem
Nazareth
Pittsburgh
State College
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7010 2780 0003 3999 7902

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Street, Apt. No., or PO Box No.: 1000 WYOMING AVENUE
City, State, ZIP+4: FREELAND PA 18224

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1. Article Addressed to:

FOSTER TOWNSHIP PLANNING
COMMISSION
1000 WYOMING AVENUE
FREELAND PA 18224

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B. Received by (Printed Name): B. Majewski C. Date of Delivery: 8/6/12

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FOSTER TOWNSHIP PLANNING
COMMISSION
1000 WYOMING AVENUE
FREELAND PA 18224

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X ☐ Agent ☐ Addressee

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2. Article Number (Transfer from service label) 7010 2780 0003 3999 7902

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Borton Lawson
ENGINEERING
ARCHITECTURE

August 2, 2012

Luzerne County Planning Commission
200 North River Street
Wilkes-Barre, PA 18711-1001

RE: Freeland Borough and Foster Township
Joint Official Sewage Facilities Plan Update Revision
Cert. Mail #: 7011-1150-0001-2851-5512

BL No.: 2011-2762-01

Dear Planning Commissioners:

Please find the attached is a draft copy of the Joint Official Sewage Facilities Plan Update Revision for the Freeland Borough and Foster Township. The PA Code: Title 25, Chapter 71.31 (b) requires municipalities/municipal authorities to forward proposed official plans to the appropriate planning agencies for review and comment. Please review the attached plan and forward any comments to:

Freeland Municipal Authority
711 Birbeck Street
Freeland, PA 18224
ATTN: Act 537 Plan Update

If no comments are received within sixty (60) days of receipt of this plan, the requirements of the PA Code will be considered satisfied. If you have any questions regarding the Plan, please do not hesitate to contact me at (570)821-1994 ext. 243

Sincerely,

Samantha Albert, P.E.
Project Manager

Enclosure
DMW/sac

c: Freeland Municipal Authority

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Bethlehem
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Pittsburgh
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Street, Apt. No.; or PO Box No.: 200 NORTH RIVER STREET
City, State, ZIP+: WILKES BARRE PA 18711-1001

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COMMISSION
200 NORTH RIVER STREET
WILKES BARRE PA 18711-1001

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X [signature] ☐ Agent ☑ Addressee

B. Received by (Printed Name) [illegible] C. Date of Delivery 8-6-12

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4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7011 1150 0001 2851 5512

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Street, Apt. No.; or PO Box No. 200 NORTH RIVER STREET
City, State, ZIP+ WILKES BARRE PA 18711-1001

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1. Article Addressed to:

LUZERNE COUNTY PLANNING
COMMISSION
200 NORTH RIVER STREET
WILKES BARRE PA 18711-1001

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X ☐ Agent ☐ Addressee

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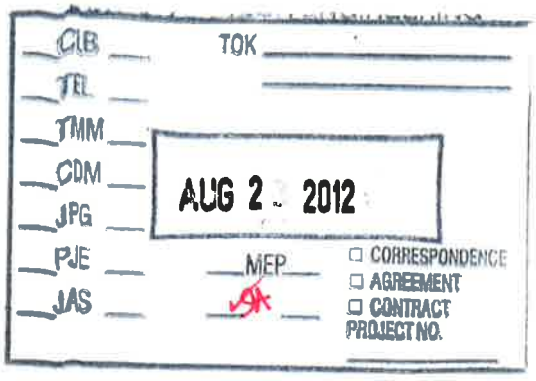
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If YES, enter delivery address below: ☐ No

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4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7011 1150 0001 2851 5512

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540



Freeland Borough
Planning Commission

711 Birkbeck Street
P O Box C
Freeland, PA 18224

Phone: (570) 636-1733
Fax: (570) 636-1700
fmaws@ptd.net

August 21, 2012

Samantha Albert, P E
Borton-Lawson Engineering
613 Baltimore Drive
Suite 300
Wilkes Barre, PA 18702-7903

Dear Ms. Albert:

We are in receipt of the joint 537 Plan update for Freeland Borough and Foster Township. We have reviewed the plan and have no comment.

Sincerely yours,

Ronald T. Briggs
Planning Commission Chairman

RTB/amd

cc: Freeland Borough Council
Foster Township Supervisors

Foster Township Board of Supervisors

1000 Wyoming Ave. Freeland, Pa 18224
PHONE: 636-3757 - 636-3798 - FAX: 636-3584

June 3, 2013

Borton-Lawson Engineering
613 Baltimore Drive
Suite 300
Wilkes-Barre, PA 18702-7903

Attn: Samantha Albert, P.E.

RE: Act 537 Plan Update Revision
Freeland Municipal Authority
Foster Township
Luzerne County, PA

Dear Ms. Albert:

The Foster Township Planning Commission received the Joint Official Sewage Facilities Plan Update, **dated August 2012**, for Freeland Borough and Foster Township. We reviewed the Plan at our August 2012 meeting and we have no comment on the Plan Update.

Sincerely,

Jeffrey Searfoss
Foster Township
Planning Commission Chariman

Butler Township

415 West Butler Drive • Drums, Pennsylvania 18222 • (570) 788-3547 • Fax (570) 788-5938

September 5, 2012

Freeland Municipal Authority
711 Birkbeck Street
Freeland, PA 18224

Attn: Act 537 Plan Update

RE: Freeland Municipal Authority
Official Sewage Facilities Plan Update
Freeland Borough, Luzerne County, PA

Dear Sir/Madam:

The Butler Township Planning Commission received the Freeland Municipal Authority Official Sewage Facilities Plan Update on August 6, 2012. Per PA Code: Title 25, Chapter 71.31 (b), we have reviewed the Plan and have no comments.

Sincerely,

BUTLER TOWNSHIP PLANNING COMMISION

Paul Feno, Chairman

PF/jr

Borough of Freeland Municipal Authority
Water and Sewer Division
711 Birkbeck Street
P O Box C
Freeland, PA 18224

Phone: (570) 636-1733
Fax: (570) 636-1700
fmaws@ptd.net

November 20, 2012

Samantha Albert, P.E.
Project Manager
Borton Lawson Engineering
613 Baltimore Drive
Wilkes-Barre, PA 18702

Dear Samantha:

Please be advised that the Authority and Borough did not receive any comments on the Freeland Borough/Foster Township Joint Act 537 Plan Update during the 30-day public comment period that occurred from October 4, 2012 through November 5, 2012.

Sincerely,

BOROUGH OF FREELAND MUNICIPAL AUTHORITY

William Kuklis
Chairman

David M. Wieller

From: Merolli, Adrian [Adrian.Merolli@luzernecounty.org]
Sent: Monday, September 10, 2012 4:18 PM
To: David M. Wieller
Subject: RE: Act 537 Plan Update - Borough of Freeland and Foster Township

Dear Mr. Wieller,

The Luzerne County Planning Commission is making no comment on the Freeland Borough and Foster Township Joint Official Sewage Facilities Plan Update Revision.

Adrian Merolli, Executive Director
Luzerne County Planning Commission

From: David M. Wieller [mailto:DWieller@borton-lawson.com]
Sent: Monday, September 10, 2012 4:12 PM
To: Merolli, Adrian
Subject: Act 537 Plan Update - Borough of Freeland and Foster Township

Mr. Merolli,

On August 2, Borton-Lawson submitted a copy of the Freeland Borough and Foster Township Joint Official Sewage Facilities Plan Update Revision to the Luzerne County Planning Commission for comment per PA Code Title 25, Chapter 71.31 (b).

I spoke with Kathy today and she mentioned that these plans are not reviewed by the Planning Commission and comments are not issued. Can you please confirm this as we will need to have documentation that the Planning Commission has no comments when we submit the plan to PADEP?

Thank you very much for your time.

David M. Wieller, P.E.
Senior Project Engineer

Borton-Lawson
3897 Adler Place
Bethlehem, PA 18017
V: 484.821.0470 x2116
F: 484.821.0474
E: dwieller@borton-lawson.com

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The Standard Speaker (Under act P.L. 877 No 160. July 9, 1976)
CommonWealth of Pennsylvania, county of Luzerne

FREELAND BOROUGH
711 BIRKBACK STREET
FREELAND, PA 18224

Account #212418
Order #81037938
Ad Price: 893.42

Chantel Mangat Being duly sworn according to law deposes and says that she is accounting clerk for The Standard Speaker, owner and publisher of The Standard Speaker, a newspaper of general circulation, established in 1865, published in the city of Hazleton, county and state aforesaid, and that the printed notice or publication hereto attached is exactly as printed in the regular editions of the said newspaper on the following dates:

10/03/12 10/04/12 10/05/12

NOTICE

Affiant further deposes and says that neither the affiant nor The Standard Speaker is interested in the subject matter of the aforesaid notice or advertisement and that all allegations in the foregoing statement as time, place and character or publication are true

Chantel Mangat

Sworn and subscribed to before me, this 20th day of November, A.D., 2012

Joyce Thompson
(Notary Public)

NOTARIAL SEAL
JOYCE THOMPSON
Notary Public
WILKES-BARRE CITY,LUZERNE COUNTY
My Commission Expires Apr 30, 2013

PUBLIC NOTICE

The Borough of Freeland Municipal Authority and Foster Township hereby give notice to establish a 30-day review and comment period for their Official Joint Sewage Facilities Plan Update (Act 537 Plan).

The Plan reconciles inconsistencies with previously approved Official Sewage Facilities Plan Updates for Foster Township related to the Wyoming Street Pump Station and Freeland Borough related to the Wyoming Street Pump Station, their Combined Sewer Overflow (CSO), and Wastewater Treatment Plant upgrades. The Plan also addresses the need to replace the Wyoming Street Pump Station sewage force main. The capacity of the newly constructed Wyoming Street Pump Station is limited by the existing 8-inch force main, constructed in the late 1960's, which has evidance of aged condition. This limitation of capacity puts the Freeland Municipal Authority at risk of being unable to meet the requirements of their CSO Long Term Control Plan. The Plan recommends replacing the existing 8-inch Wyoming Street Pump Station force main with a new 10-inch force main.

The estimated project cost is $1.3 million. The estimated costs include construction, engineering, permitting, legal, and administrative fees. The project will require funding with a loan package from the United States Department of Agriculture, Rural Utility Service (RUS). Projected user rates for the project for residents of Freeland Borough, Foster Township and Butler Township are estimated to be $ 1.65 per month. Final user rates will depend on the final amount of financing secured for the project.

This Public Notice initiates a public review and comment period of thirty (30) days beginning on October 4, 2012. The Plan will be available for review at the offices of the Borough of Freeland Municipal Authority Office, 711 Birkbeck Street, Freeland, PA 18224 and Foster Township Supervisors, 1000 Wyoming Street, Freeland, PA 18224 during normal business hours. Written comments only will be accepted at or mailed to:

The Borough of Freeland
Municipal Authority
711 Birkbeck Street, PO Box C
Freeland, PA 18224
(570)636-1733

APPENDIX T

FOSTER TOWNSHIP'S ORDINANCE NO. 2 OF 2013

TOWNSHIP OF FOSTER
LUZERNE COUNTY, PENNSYLVANIA

ORDINANCE NO. 2 OF 2013

AN ORDINANCE SETTING FORTH UNIFORM REQUIREMENT FOR CONTRIBUTORS INTO THE WASTEWATER COLLECTION AND CONVEYANCE SYSTEM OF THE TOWNSHIP OF FOSTER, ESTABLISHING THE TOWNSHIP OF FOSTER TO ADMINISTER AND ENFORCE THE REQUIREMENTS, SETTING FEES FOR THE ADMINISTRATION AND OPERATION OF AN INDUSTRIAL PRETREATMENT PROGRAM, AND ESTABLISHING PENALTIES FOR THE VIOLATION HEREOF.

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SECTION I - GENERAL PROVISIONS

1.1 Purpose and Policy

The Township of Foster (hereinafter the "Municipality") owns and operates a wastewater collection system and conveyance system which is subject to a Service Agreement with the Freeland Municipal Authority and Little Washington Wastewater Company for the collection and treatment of wastes and sewage collected by such system and contributed by residents of the Municipality.

This Ordinance sets forth uniform requirements for direct and indirect contributors into the wastewater collection system and enables the Municipality and the Authorities to comply with all applicable state and federal laws as required by the Federal Clean Water Act of 1977, the General Pretreatment Regulations (Title 40 Code of Federal Regulations, Part 403), the Pennsylvania Clean Streams Law, and the provisions of the Service Agreement.

The objectives of this Ordinance are:

a) to prevent the introduction of pollutants into the wastewater collection and treatment system which will interfere with the operation of the system, contaminate the resulting sludge, be difficult to treat by conventional means or otherwise be incompatible with the system;
b) to prevent the introduction of pollutants into the wastewater system which will pass through the system, inadequately treated, into receiving streams or the atmosphere, causing pollution;
c) to improve the opportunity to recycle and reclaim wastewater and sludges from the system; and
d) to provide for equitable distribution of costs occasioned by the acceptance of industrial or other wastes of unusual characteristics.

This Ordinance provides for the regulation of contributors to the municipal wastewater system through the establishment of standards for discharge of wastes; by authorizing the issuance of permits to certain Non-Domestic Users; by providing general requirements for all users; by authorizing monitoring and enforcement activities; by requiring certain reporting by users; and by providing for the setting of fees for the equitable distribution of costs resulting from the program established herein.

This Ordinance shall apply to all persons who discharge wastes, wastewater or sewage into the sanitary sewer system of the Municipality. Except as otherwise provided herein, the Foster Township Board of Supervisors shall administer, implement, and enforce the provisions of this ordinance.

1.2 Definitions

Unless the context specifically indicates otherwise, the following terms and phrases, as used in this Ordinance have the meanings hereinafter designated:

a) **Act or "the Act".** The Federal Water Pollution Control Act, also known as the Clean Water Act of 1977, as amended, 33 U.S.C. § 1251 et seq.

b) **Approval Authority.** The administrator of the EPA, Region III, or the Department of Environmental Protection (PADEP) if duly authorized by the EPA to administer the Pretreatment Program.

c) **Authorized Representative.** The person authorized to sign required reports, as defined at 40 CFR § 403.12(1).

d) **Best Management Practices (BMPs).** Schedules of activities, prohibition of practices, maintenance procedures, and other management practices to implement the provisions of this Ordinance, including the prohibitions listed in Section 2.1 and other Pretreatment Standards and Requirements. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage. For purposes of determining Significant Noncompliance under Section 6.8 of this Ordinance, BMPs are considered a narrative Pretreatment Standard or Requirement.

e) **Biochemical Oxygen Demand (BOD).** The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, as specified, in five days at 20 degrees Celsius expressed in terms of weight and concentration (milligrams per liter (mg/l).

f) **Categorical Industrial User.** An Industrial User that is subject to a National Categorical Pretreatment Standard.

g) **Chemical Oxygen Demand (COD).** The measure of the oxygen- consuming capacity of inorganic and organic matter present in water, sewage, Industrial Wastewater, or other liquid as determined by standard laboratory procedure, as specified, expressed as milligrams per liter (mg/I).

h) **Control Authority.** The Foster Township Board of Supervisors.

i) **Cooling Water.** The water discharged from any system of condensation, such as air conditioning, cooling, or refrigeration and which does not contain any pollutants or contaminants at levels which would require regulation under this Ordinance.

Cooling water which contains pollutants or contaminants which requires regulation shall be considered Industrial Wastewater.

j) **Direct Discharge.** The discharge of treated or untreated wastewater directly to the waters of the Commonwealth of Pennsylvania.

k) **Domestic User.** A User who discharges only Domestic Sewage.

l) **Domestic Sewage.** The normal waterborne sewage and other wastes normally discharged by a household, including toilet wastes, laundry, washwater and other gray water, and similar wastes.

m) **Environmental Protection Agency or EPA.** The U.S. Environmental Protection Agency, or where appropriate, the term may also be used as a designation for the Administrator or other duly authorized official of said agency.

n) **Grab Sample.** A sample which is taken from a waste stream on a one- time basis with no regard to flow and over a period of time not exceeding fifteen (15) minutes.

o) **Holding Tank.** A storage tank installed by the User to hold such Industrial Wastewater which is prohibited from being discharged to the sanitary sewer system and from which the contents must be hauled to a disposal site. Such tank shall be approved by the Municipality and shall not be connected to the sanitary sewer system.

p) **Indirect Discharge or Discharge.** The discharge or the introduction of pollutants into the Sanitary Sewer System from any Non-Domestic User.

q) **Industrial User.** Any User that discharges Industrial Wastewater.

r) **Industrial Wastewater.** Liquid waste and water borne liquid, gaseous, and solid substances (except Domestic Sewage which is separately discharged) that is discharged from any industrial, manufacturing, trade or commercial establishment including non-profit organizations, governmental agencies or business activities. If Domestic Sewage is mixed with Industrial Wastewater, the mixture is Industrial Wastewater.

s) **Industrial Wastewater Discharge Permit.** A permit authorizing the Discharge of Industrial Wastewater into the Sanitary Sewer System.

t) **Interference.** The inhibition or disruption of the Freeland Municipal Authority and/or Little Washington Wastewater Company treatment process or operations such as to cause or threaten to cause or contribute to a violation of any requirement of the Treatment Facility's NPDES Permit, including an increase in the magnitude or duration

of any violation. The term includes prevention of sewage sludge use or disposal by the Treatment Facility in accordance with Section 405 of the Act, or any criteria, guidelines, or regulations developed pursuant to the Solid Waste Disposal Act (including the RCRA), the Clean Air Act, the Toxic Substances Control Act, or any more stringent state criteria for the use or disposal of sewage sludge.

u) **Local Limits.** Indirect Discharge limits, which may include Best Management Practices, established by Foster Township as required by 40 CFR Section 403.5(c) (which such limits shall be deemed Pretreatment Standards), and any other limits developed by Foster Township to implement the provisions of this Ordinance or the Freeland Municipal Authority and/or Little Washington Wastewater Company Rules and Regulations.

v) **National Categorical Pretreatment Standard.** EPA-promulgated Indirect Discharge standards for certain Industrial Process Categories under Section 307(b) and (c) of the Act, which are codified at 40 CFR Chapter I, Subchapter N, Parts 405 through 471.

w) **New Source.** Any source, the construction of which is commenced after publication of proposed Pretreatment Standards under Section 307(c) of the Act which will be applicable to such source, if such standard is thereafter promulgated, as defined at 40 CFR Section 403.3(m)(1).

x) **Non-Domestic User.** A User engaged, wholly or in part, in the manufacturing, fabricating, processing, cleaning, laundering, bottling, or assembling of a product, commodity or article, or in any commerce or trade and which discharges, or has the capacity to discharge, Wastewater other than Domestic Sewage.

y) **Non-significant Categorical Industrial User.** An Industrial User subject to National Categorical Pretreatment Standards that is determined by the Control Authority to be a Non-Significant Industrial User on a finding that it never discharges more than one hundred (100) gallons per day of Industrial Waste subject to National Categorical Pretreatment Standards and that the following conditions are met:

i) The Industrial User, prior to the Control Authority's determination, has consistently complied with all applicable categorical Pretreatment Standards and Requirements;

ii) The Industrial User annually submits the following certification statement together with any additional information necessary to support the certification statement:

"Based on my inquiry of the person or persons directly responsible for

managing compliance with the Categorical Pretreatment Standards under 40 CFR (insert applicable section), I certify that, to the best of my knowledge and belief that during the period from_____ to_____ [month, day, year]: (a) The facility described as _____[Facility name] met the definition of a non-significant categorical industrial user as described in § 403.3(v)(2); (b) the facility complied with all applicable Pretreatment Standards and requirements during this reporting period; and (c) the facility never discharged more than 100 gallons of total categorical wastewater on any given day during this reporting period. This compliance certification is based upon the following information. _____".,

iii) The Industrial User never discharges any untreated concentrated wastewater.

z) **Nuisance.** Any condition or circumstance defined as a nuisance pursuant to Pennsylvania statute, at common law or in equity jurisprudence or Foster Township Ordinances including this Ordinance, as well as, any condition or circumstance where sewage or the effluent from any sewage disposal facility or toilet device is exposed on the surface of the ground or is permitted to drain on or to the surface of the ground, into any ditch, storm sewer, lake or stream, of when the odor, appearance or presence of this material has an obnoxious or detrimental effect on or to the senses and/or health of persons, or when it shall obstruct the comfortable use, enjoyment or sale of adjacent and/or surrounding property.

aa) **Oil and Grease.** The result of the Hexane Extractible Materials Test, EPA Method 1664, or an equivalent method approved by EPA.

bb) **Pass Through**. A discharge which exits Foster Township Collection System or the Freeland Municipal Authority and/or Little Washington Wastewater Company Treatment plant into a receiving stream in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, causes or contributes, or threatens to cause or contribute to a violation of any requirement of the Foster Township, Freeland Municipal Authority and/or Little Washington Wastewater Company NPDES permit, including an increase in the magnitude or duration of a violation.

cc) **Person.** Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents, or assigns.

dd) **pH.** The logarithm (base 10) of the reciprocal of the concentration of hydrogen ions.

ee) **Pollution.** The alteration of the thermal, chemical, physical, biological, or

radiological integrity of, or the contamination of, any water to the extent that the water is rendered harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or to public health, safety, or welfare, or that impairs the usefulness of the public enjoyment of that water. The violation of any water quality standard or criterion established by the PADEP through regulation, rule, permit or order shall be pollution.

ff) **Pretreatment or Treatment.** The reduction by physical, chemical, or biological means, of the amount or rate of Pollutants, the elimination of Pollutants, or the alteration of the nature of Pollutant properties in wastewater to a less harmful state prior to discharge, except by means prohibited by 40 CFR Section 406.3(d).

gg) **Pretreatment Requirement.** Any substantive or procedural requirement related to pretreatment, other than a Pretreatment Standard, which is imposed on an industrial user.

hh) **Pretreatment Standards.** National Categorical Pretreatment Standards and National Prohibited Standards as stated at 40 CFR Part 403.5, and Local Limits developed to implement the National Prohibited Standards.

ii) **Prohibited Waste.** Any waste which is totally restricted from discharge into the sanitary sewer system by this Ordinance.

jj) **Sanitary Sewer System or Sewer System.** All of the property involved in the operation of a sanitary sewer collection and conveyance system, including but not limited to land, wastewater lines, appurtenances, pumping stations, metering chambers, and the wastewater treatment plant, whether owned by the Municipality, the Freeland Municipal Authority, Little Washington Wastewater Company, or any other Person.

kk) **"Shall" versus "May".** Shall is mandatory, may is permissive.

ll) **Significant Industrial User.** Any user, not classified as a Non- Significant Industrial User by Foster Township:

i. that is subject to National Categorical Pretreatment Standards; or

ii. that discharges an average flow of 25,000 gallons or more per day of process wastewater (excluding sanitary, noncontact cooling and boiler blowdown wastewater); or

iii. that contributes a process wastestream which makes up 5 percent or more of the average dry weather hydraulic or organic capacity of the treatment plants; or

iv. that is designated as such by the Foster Township Board of Supervisors on the basis that the User has a reasonable potential for adversely affecting the Freeland Municipal Authority and/or Little Washington Wastewater Company Treatment operation or for violating any Pretreatment Standard or Requirement.

mm) **Significant Non-Compliance.** As defined in Section 6.8 of this Ordinance.

nn) **Slug Discharge.** Any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge which has reasonable potential to cause Interference or Pass Through or in any other way violate the provisions of this Ordinance, any Industrial Wastewater Discharge Permit, or any provision of the Foster Township Rules and Regulations.

oo) **Standard Industrial Classification (SIC).** A classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1972.

pp) **State**. The Commonwealth of Pennsylvania.

qq) **Storm Water**. Any flow occurring during or following any form of natural precipitation and resulting therefrom.

rr) **Surcharge.** An additional service charge levied against any person for discharging Wastewater into the Sanitary Sewer System that requires additional handling, treatment, disposal, or other costs.

ss) **Suspended Solids.** The total suspended matter that floats on the surface of, or is suspended in, water, and which is removable by filtration.

tt) **Township Representative.** The person designated as such by the Foster Township Board of Supervisors to supervise the operation of Township's facilities, or his or her duly authorized representative.

uu) **Toxic Pollutant or Priority Pollutant.** Pollutants designated by EPA under provision of Section 307(a) of the Act, as listed on Tables II and III of Appendix D of 40 CFR Part 122.

vv) **User**. Any Person who contributes, causes or permits the contribution of Wastewater into the Foster Township Collection and Conveyance System.

ww) **Waste or Wastewater.** Domestic Sewage, Industrial Wastewater, and any other

wastes or water-borne matter discharged, deposited or released by any Person.

xx) **Wastewater Treatment Plant or Treatment Facilities.** The facilities owned and operated by the Freeland Municipal Authority and/or Little Washington Wastewater Company d/b/a Suburban Wastewater Company for the treatment and disposal of Wastewater.

yy) **Water Company.** The Freeland Municipal Authority or the Hazleton City Authority.

zz) **Freeland Municipal Authority and/or Little Washington Wastewater Company.** All facilities owned, maintained, or operated by the Freeland Municipal Authority and/or Little Washington Wastewater Company, including the Treatment Plant, interceptor sewers, pumping stations, and other such facilities.

SECTION 2 - DISCHARGE REGULATIONS

2.1 General Prohibitions

No Person shall discharge, release, place, or allow to be placed, any Wastewater of any nature into any stream, storm sewer, waterway or any other place within the Municipality other than the Sanitary Sewers.

No User shall contribute, cause, or allow to be discharged, directly or indirectly, any pollutant or wastewater which will interfere with the operation or performance of the Sewer System or the Freeland Municipal Authority and/or Little Washington Wastewater Company Facilities. These general prohibitions apply to all Users of the Sewer System whether or not the User is subject to any Pretreatment Standards or Requirements or any other Federal, State, or Local Pretreatment Standards or requirements. A User shall not contribute the following substances to the Sanitary Sewer Systems of Foster Township:

a) Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with any other substance to cause fire or explosion or be injurious in any other way to the Foster Township Collection and Conveyance System or Treatment Facilities. Discharges prohibited under this section shall include, but not be limited to, wastestreams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Celsius using the test methods specified in 40 CFR 261.21. At no time shall two successive readings on an explosion hazard meter, at the point of discharge into the system (or any point in the system) be more than five (5%) percent, nor any single reading over ten (10%) percent of the Lower Explosive Limit (LEL) of the meter. Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides and any other substances which cause or contribute to a fire hazard or a hazard to the Sewer System in the quantities or concentrations discharged.

b) Any wastewater having a pH value less than 6.0 or greater than 9.0 in any grab sample, or a wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, and/or personnel.

c) Solid or viscous substances which may cause obstruction to the flow in a sewer or other interference with the operation of the wastewater treatment facilities such as, but not limited to: garbage with particles greater than one-half inch (1/2") in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastic, gas, tar, asphalt residues, mud, or glass grinding or polishing wastes.

d) Any pollutants, including oxygen demanding pollutants (BOD, etc.) released at a flow rate and/or pollutant concentration which a User knows or has reason to know will cause Interference to the Sewer System. In no case shall a discharge have a flow rate or contain a concentration of pollutants that exceed for any time period longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour flow or concentration of pollutants during normal operation. Notwithstanding the criteria above, any Slug Discharge shall be prohibited.

e) Containing more than 50 parts per million, by weight, of fat, oil or grease;

f) Containing a Biochemical Oxygen Demand (BOD) of more than 250 milligrams per liter;

g) Containing total solids of such character or in such quantity that unusual attention or expense is required to handle such materials at the Treatment Plant or a suspended solids content of more than 300 milligrams per liter;

h) Any wastewater having a temperature which will inhibit biological activity in the treatment plants resulting in Interference, but in no case any Wastewater with a temperature at the introduction into the Township Facilities which exceeds 104 degrees Fahrenheit (40 degrees Celsius).

i) Any wastewater containing Toxic Pollutants in sufficient quantity, either singly or by interaction with any wastewater treatment process, which will cause Pass Through or Interference, or exceed the limitation set forth in a National Categorical Pretreatment standard or Local Limit.

j) Any discharge which may result in the presence of toxic gases, vapors, or fumes within the treatment system in a quantity that may cause acute worker health and safety problems or is sufficient to create a public nuisance or hazard.

k) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause Interference or Pass Through.

l) Any trucked or hauled pollutants, except at discharge points designated by Foster Township.

m) Any wastewater with color not removed in the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions such as would cause or contribute to Pass Through or Interference.

n) Containing color from any source that, when diluted 1:10, will have a luminescence of 90% or better and purity of 10% or less, at its dominant wave length by the Tristimulus method;

o) Having a chlorine demand in excess of 12 mg/l at a detention time of 20 minutes;

p) Any wastewater containing any radioactive wastes or isotopes by such half-life or concentration as may exceed limits established by the Township Representative in compliance with applicable State or Federal regulations.

q) Having any waste containing toxic or poisonous substances in excess of the following limits, measured at the point of discharge to the Sewer System:

Substance	**Maximum Concentration (ppm)**
Arsenic	0.05
Cadmium (as Cd)	0.1
Chromium (trivalent)	1.0
Chromium (hexavelent)	0.05
Copper (as Cu)	0.5
Cyanides (free CN)	0.05
Lead	0.3
Mercury	0.002
Nickel (as Ni)	2.0
Phenolic Compounds	0.005
Silver	0.05
Zinc (as Zn)	1.0

r) Any substance which causes a hazard to human life or creates a public nuisance, including odor.

When a Local Limit has been developed to implement any of the above Prohibited Waste standards, compliance with the Local Limit shall be deemed compliance with the Prohibited Waste standard unless the User has reason to know that the discharge, notwithstanding the Local Limit, has a reasonable potential to cause Interference or Pass Through.

2.2 National Categorical Limits Override

Upon the promulgation of National Categorical Pretreatment standards for a particular industrial Category or subcategory, the National Standards, if more stringent than limitations imposed under this ordinance for sources in that subcategory, shall immediately supersede the limitations imposed under this Ordinance. The Township Representative shall notify all affected Users of the applicable reporting requirements under 40 CFR, Section 403.12. However, failure to notify a Categorical User of the applicable regulations shall not act to excuse any such User from its duty to comply with applicable law.

2.3 Prohibition on Pass Through and Interference

No User shall contribute or cause to be contributed any discharge which by nature shall cause an upset in the performance of the Foster Township Collection and Conveyance Systems, Freeland Municipal Authority and/or Little Washington Wastewater Company treatment systems or Pass Through or Interference such that Foster Township, Freeland Municipal Authority and/or Little Washington Wastewater Company will violate or will be in danger of violating any provision of its NPDES permit or applicable state or federal regulations.

2.4 Local Limits and Local Equivalent Categorical Limits

Foster Township will develop Local Limits as set forth in 40 CFR, Part 403.5, and such other Local Limits as it deems advisable for the safe, efficient and reliable operation of the Sewer System and the Freeland Municipal Authority and/or Little Washington Wastewater Company Facilities. Local Limits shall be applicable to such Users as Foster Township shall designate, including but not limited to all Industrial Users.

Foster Township may develop equivalent mass limits or equivalent concentration limits to implement Categorical Pretreatment Standards when requested by a Categorical Industrial User, pursuant to the provisions at 40 CFR Section 403.6(c)(S) and (6).

2.5 State Requirements

State requirements and limitations on Wastewater Indirect discharge shall apply in any case where they are more stringent than Federal and/or Local requirements and limitations, or those in

this Ordinance. Users must comply with PADEP Title 25, Article II, Water Resources, Chapter 91 thru Chapter 95.

2.6 Foster Township's Right of Revision

Foster Township reserves the right to establish more stringent limitations or requirements on discharges to the Sewer System if deemed necessary to comply with the objectives presented in Section 1 of this Ordinance.

2.7 Excessive Dilution

No User shall ever increase the use of process water or, in any way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the National Categorical Pretreatment Standards, or in any pollutant-specific limitations developed by Foster Township or the Commonwealth. Provided, however, that dilution may be an acceptable means of complying with certain of the prohibitions set forth in Section 2.1, e.g. the pH and temperature prohibitions, if such dilution is authorized by an Industrial Wastewater Discharge Permit.

2.8 Prohibition on Discharge of Stormwater and Cooling Water

No User shall discharge any Stormwater, including but not limited to basement or foundation drainage, or any uncontaminated Cooling Water into the Sanitary Sewer System. When, upon application to do so, the Direct Discharge of uncontaminated Cooling Water has been prohibited by the PADEP, the Municipality and the Freeland Municipal Authority and/or Little Washington Wastewater Company may permit such a discharge into the Sanitary Sewer System upon application by the User to do so.

SECTION 3 - FEES

3.1 Purpose

The purpose of this Section is to provide for the recovery of costs from Users of the Foster Township Facilities for the implementation of the discharge control program established herein. In consideration of the service provided by Foster Township and as provided in the Service Agreements with the Freeland Municipal Authority and/or Little Washington Wastewater Company is hereby authorized to collect from Users within the Municipality all such charges or fees as shall be set forth in the Foster Township Schedule of Charges and Fees.

3.2 Charges and Fees

The Municipality and/or the Freeland Municipal Authority and/or Little Washington Wastewater Company may adopt charges and fees which may include:

a) fees for reimbursement of clerical, labor, and overhead costs of administering and operating the Foster Township Pretreatment Program;

b) fees for monitoring, inspections and sampling of Industrial Users, including any extraordinary costs incurred for response costs or to ensure compliance by a noncompliant User;

c) fees for reviewing Slug Discharge control and spill prevention procedures, pretreatment plans, and plans for grease and sediment interceptors;

d) fees for response to accidental or Slug Discharges;

e) fees for permit applications;

f) fees for consistent removal of pollutants otherwise subject to Federal Pretreatment Standards as provided by 40 CFR Section 403.7;

g) fees and surcharges for removal of pollutants such as BOD, TSS, Oil and Grease, phosphorus, or nitrogen discharged in amounts greater than those found in Domestic Sewage;

h) other fees as the Municipality and/or the Freeland Municipal Authority and/or Little Washington Wastewater Company may deem necessary to carry out the requirements contained herein.

These fees relate soley to the matters covered by this Ordinance and are separate from all other fees chargeable by the Municipality and Freeland Municipal Authority and/or Little Washington Wastewater Company.

3.3 Surcharges

The Municipality, Freeland Municipal Authority and/or Little Washington Wastewater Company may require payment of a surcharge by any User who discharges Wastewater of higher than normal concentration or loading of any substance, which results in additional treatment costs to the Freeland Municipal Authority and/or Little Washington Wastewater Company. Such surcharges shall be in addition to the regular sewer fees set forth in the Rules and Regulations of the Municipality and Freeland Municipal Authority and/or Little Washington Wastewater Company.

Surcharges shall be established by the Municipality, Freeland Municipal Authority and/or Little Washington Wastewater Company in its duly adopted Rules and Regulations.

SECTION 4 - PRETREATMENT REQUIREMENTS FOR INDUSTRIAL USERS

4.1 Pretreatment Requirement

a) Any User generating Wastewater of a character prohibited from discharge into the Sanitary Sewer System under Section 2 of this Ordinance shall provide for pretreatment of the Wastewater as necessary to attain the standards established by this Ordinance and the Rules and Regulations of Foster Township. The Municipality may, at its sole discretion and in conformance with the provisions of Act 537, permit the installation of Holding Tanks for wastes which are not amenable to pretreatment upon application by a User. The installation, operation, and maintenance of Holding Tanks shall be as prescribed by the Municipality as a condition of its approval.

b) Grease traps or sediment traps shall be provided for the proper handling of waste containing grease, sand or sediment, in amounts above the limits provided herein. All traps shall meet the standards prescribed in Section 4.9.

c) Storage, handling, disposal, and transportation of materials removed from pretreatment facilities, grease traps or sediment traps shall be accomplished according to all applicable Federal, State, and Local regulations that pertain to the type and/or class of waste generated.

d) Any facilities required to pretreat Wastewater to a level acceptable to Foster Township shall be provided, operated and maintained at the User's expense.

4.2 Foster Township Approval for Pretreatment

Existing Customers of the Township's Sewage Collection and Conveyance System who was discharging wastewater into the Township's system prior to the effective date of this Ordinance, and who wishes to continue such discharges in the future, shall, within sixty (60) days after said date, apply to Foster Township for a Permit in accordance to Section 4.

Customers who are required to obtain an Individual Wastewater Pretreatment Permit, who proposes to begin discharging wastewater into the Township's collection and conveyance system, must apply for a permit prior to any discharge into the system in accordance to Section 4.

Detailed plans showing the pretreatment facilities and documentation of operating procedures shall be submitted to Foster Township for review, and shall be acceptable to Foster Township before construction of the facility. The review of such plans and operating procedures will in no way relieve the User from the responsibility of constructing, operating, or modifying the facility as necessary to produce an effluent acceptable to Foster Township under the provisions of this Ordinance. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be acceptable to Foster Township prior to

the User's initiation of the changes.

In addition to approval of Foster Township, a building permit may be required by the Municipality and the provisions of this Ordinance shall not supersede any requirements of the Building Code or the Municipalities Planning Code applicable to the User's facilities.

4.3 Permit Requirement

a) It shall be unlawful to discharge to the Sanitary Sewer System of the Municipality, any Wastewater of any kind except as authorized by this Ordinance or the Rules and Regulations of the Foster Township, as amended.

b) All Non-Domestic Users proposing to connect to or to contribute to the Sewer System shall notify Foster Township of such intent prior to connection or prior to the commencement of discharge if the connection point already exists.

c) Industrial Users shall first apply for and obtain an Industrial Wastes Questionnaire and submit to Foster Township for review and processing. Upon acknowledgement from Foster Township and/or their Authorized Representative, the Industrial Users shall then apply for and obtain an Industrial Wastewater Discharge Permit from Foster Township before connecting to or Discharging Industrial Wastewater to the Sewer System. Other Non-Domestic Users may be required to apply for and obtain a Permit to discharge Wastewater other than Domestic Sewage by Foster Township as provided in its Rules and Regulations.

d) Foster Township may, at its discretion and in conformance with the provisions of 40 CFR Section 403.8(f)(1)(iii)(A), develop and issue General Permits for certain classes of Non-Domestic User.

4.4 Industrial Wastewater Discharge Permit Provisions

Industrial Wastewater Discharge Permits shall be issued for a specified time period, not to exceed five (5) years. A permit may be issued for a period less than five years or may be stated to expire on a specific date. The User shall apply for a permit reissuance a minimum of ninety (90) days prior to the expiration of the User's existing permit. The terms and conditions of the Permit may be subject to modification by Foster Township during the term of the Permit as limitations or requirements as identified in Section 2 are modified or other just cause exists. The User shall be informed of any proposed changes in the Permit at least 30 days prior to the effective date of change. Any changes or new conditions in the Permit itself shall include a reasonable time schedule for compliance, as determined by Foster Township.

Industrial Wastewater Discharge Permits are issued to a specific User for a specific operation and type of discharge. A Permit shall not be reassigned or transferred or sold to a new owner, new User, different premises, or a new or changed operation without the approval of Foster Township. If approval is granted by Foster Township, any succeeding owner or User shall also comply with the terms and conditions of the existing permit.

Permits shall contain such terms and conditions as Foster Township shall determine as expressed in its Rules and Regulations. Permits may include the following:

a) Effluent limits and Best Management Practices based on National Categorical Pretreatment Standards, Local Limits, or other applicable discharge standards;

b) Specifications for monitoring programs which include sampling locations, frequency of sampling, types and standards for tests (including the requirement that all sampling be representative of the discharge) and reporting schedules;

c) Compliance schedules;

d) Requirements or submission at specified times to Foster Township of technical reports, laboratory analysis reports, or discharge reports;

e) Requirements for maintaining and retaining plant records relating to Wastewater Discharge as specified be Foster Township, and affording Foster Township access thereto at reasonable times for examination and copying;

f) Requirements for notification of Foster Township or any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the wastewater treatment system;

g) Requirements for installation and maintenance of inspection and sampling facilities;

h) Requirements for notification of Slug Discharges as per Section 4.14;

i) Other conditions as deemed appropriate by Foster Township to ensure compliance with this Ordinance and the Foster Township Rules and Regulations;

j) Notice of applicable civil and criminal penalties for violation of Pretreatment Standards and Requirements or other provisions of this Ordinance, the Permit, or the Rules and Regulations of Foster Township; and

k) A schedule of User charges and fees for the Wastewater to be discharged into the Sanitary Sewer System.

4.5 Permit Application Process

All Industrial Users shall submit to Foster Township an Industrial Wastewater Discharge Questionnaire containing information as set forth in this Ordinance or required by the Rules and Regulations of Foster Township. Other Non-Domestic Users may be requested to submit information at the discretion of Foster Township upon review of the notice required by Section 4.3 (b) of this Ordinance.

Any person required to obtain a permit pursuant to this Section and who does not have a currently effective permit shall submit an application at least 90 days before the date on which the sewer system extension or connection is to be constructed, unless written permission for a later date has been granted by Foster Township. A Person proposing a new discharge is encouraged to submit his/her applications well in advance of the 90 day requirement to avoid delay.

Users required to obtain an Industrial Wastewater Discharge Permit shall be so notified by Foster Township and shall timely complete and file with Foster Township an application in the form prescribed by Foster Township, and accompanied by the appropriate fee. In support of the application, the User shall submit, in units and terms appropriate for evaluation, the following information, as required by Foster Township:

a) Name, address, and location (if different from the address);

b) SIC number according to the Standard Industrial classification Manual, Bureau of the Budget, 1972, as amended;

c) Wastewater constituents and characteristics including but not limited to those mentioned in Section 2 of this Ordinance as determined by an accredited analytical laboratory; sampling and analysis shall be performed in accordance with procedures contained in 40 CFR, Part 136, as amended;

d) Time and duration of discharge;

e) Average daily wastewater flow rates, short term peaks or batch discharge rates, and daily, monthly and seasonal variations, if any;

f) Site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections, and appurtenances by the size, location and elevation;

g) Description of activities, facilities and plant processes on the premises, including all materials which are or could be discharged;

h) Material Safety Data Sheets (MSDS) for all chemicals used on site;

i) Where known, the nature and concentration of any pollutants in the discharge which are limited by any Local, State, or Federal Pretreatment Standards, and a statement regarding whether or not the Pretreatment Standards are being met on a consistent basis and, if not, whether additional Operation and Maintenance (O&M) and/or additional pretreatment facilities are required for the User to meet applicable Pretreatment Standards;

j) If additional pretreatment and/or O&M will be required to meet the Pretreatment Standards, the shortest schedule by which the User will provide such additional pretreatment. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard. The following conditions shall apply to this schedule:

   1) The schedule shall contain increments of progress in the form of "milestone" dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable Pretreatment Standards (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.)

   2) No increment referred to paragraph (1) shall exceed 9 months.

   3) Not later than 14 days following each date in the schedule and the final date for compliance, the User shall submit a progress report to the Township Representative including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the User to return the construction to the schedule established. In no event shall more than 9 months elapse between such progress reports to the Township Representative.

k) Each product produced by type, amount, process or processes and rate of production;

l) Type and amount of raw materials processed (average and maximum per day);

m) Number of employees per shift, hours of operation of plant and proposed or actual hours of operation of pretreatment system;

n) Any other information as may be deemed by Foster Township to be necessary to evaluate the permit application.

o) Foster Township will evaluate the data furnished by the User and may require additional information. Within sixty (60) days after evaluation of the data furnished, Foster Township may issue an Industrial Wastewater Discharge Permit subject to terms and conditions provided herein.

4.6 Modification of Permit

Within three (3) months of the promulgation of a National Categorical Pretreatment Standard, the Industrial Wastewater Discharge Permit of Users subject to such standards shall be revised to require compliance with such standards within the time frame prescribed by such standard. Where a User, subject to a newly promulgated National Categorical Pretreatment Standard had not previously submitted an application for an Industrial Wastewater Discharge Permit as required by Section 4.3, the User shall apply for an Industrial Wastewater Discharge Permit within one hundred eighty (180) days after the promulgation of the applicable National Categorical Pretreatment standard. In addition, the User with an existing Industrial Wastewater Discharge Permit shall submit to the Executive Director, within 180 days after the promulgation of an applicable National Categorical Pretreatment Standard, the information required by Section4.5 (i) and (j).

4.7 Classifications of Dischargers

Following review of a report submitted under Section 4.3 of this Ordinance, each Non-Domestic User shall be placed into the appropriate classification of Discharger. Said classifications are defined as follows:

a) A Significant Industrial User shall be a Class I User.

b) A Class II User shall include Non-Significant Categorical Industrial Users and any Non-Domestic User that discharges any wastes other than Domestic Sewage to the sanitary sewer system in amounts that on a routine basis are determined by Foster Township not to have a significant impact on the treatment system, but may present a potential to impact on the treatment system, such as, but not limited to, Users with Oil and Grease or settleable solids discharges that may present a potential to cause sewer obstructions, and those that have the potential to have Slug Discharges or chemical spills.

c) A Class III User shall be any Non-Domestic User who discharges only Domestic Sewage or has a dry process, or is considered to have insignificant impact on the treatment system.

d) A Class IV or Commercial User shall be any Non-Domestic User who discharges Industrial Wastewater of the nature produced by facilities such as vehicle wash facilities, vehicle maintenance shops, fluid change facilities, steam cleaning facilities, restaurants, lounges, etc.

For the purpose of the permit process all Class I Users shall be required to obtain an Industrial Wastewater Discharge Permit from Foster Township. Class II, Class III and Class IV Users may be required to obtain a Permit, as determined by Foster Township.

Whether a User is required to obtain a Permit or not, it may be required to install such facilities as the Municipality deems necessary to comply with the provisions of this ordinance.

4.8 Grease and Sediment Traps for Class II and IV Users.

Class II and IV Users that discharge or have the potential to discharge significant quantities of Oil and Grease or sediment, as determined by Foster Township, shall install and properly operate and maintain a grease trap or sediment trap (or both when necessary) satisfactory to Foster Township as required by its Rules and Regulations. Proper operation and maintenance of grease and sediment traps includes, but is not limited to, removal of accumulated grease or sediment on a routine basis and maintenance of documentation of such activity pursuant to Section 4.14. Failure to timely install, or to properly operate or maintain a grease or sediment trap required by this Ordinance shall be a violation of this Ordinance and may result in the rescission or suspension of the right to discharge Wastewater to the Sewer System, whether or not a permit has been issued by Foster Township.

4.9 Standard Design

I) Grease and/or Sediment Traps

a) Users required or choosing to install grease traps or sediment traps shall provide Foster Township with engineering data, at minimum, contains the following design guidelines:
   i) Sizing Calculations
   ii) Temperature of Effluent
   iii) Layout of piping and location to on site plan
   iv) Installation guidelines
   v) Inspections (shall be readily accessible for proper

inspections)
vi) Service Schedule
vii) Maintenance Schedule
viii) Disposal Location and Hauler
ix) Record Keeping in a bound logbook detailing information for service, maintenance, inspections, quantity of waste removed, and final disposal site shall be kept on site for a period no less than three (3) years.

Users may deviate from standard construction design criteria only with permission of Foster Township and/or their Engineer.

b) Where an exterior oil and grease separator is not being provided, interior separators, may be considered. The proposed type, size, location, and plumbing connections of the internal oil and grease separators shall be indicated.

c) Grease and/or Sediment Traps shall be installed in strict accordance with manufacturer's instructions. Traps shall be equipped with a cover that can be opened for inspection and sampling. A mechanism for a secure closing should also be provided.

II) Industrial Wastewater Pretreatment System (IWPS)

An Industrial User with a Pretreatment System shall meet the following minimum standards for design, and construction:

a) be designed to meet all local discharge standards and the applicable Categorical Industrial User (CIU) standards in 40 CFR Chapter I, Subchapter N;

b) be equipped to treat at least 120% of design flow;

c) be designed to prevent the intentional diversion of wastewater that does not meet discharge standards;

d) be designed to prevent mixing of incompatible wastewaters during transport and treatment;

e) provide the necessary equipment and access to ensure safe operation and maintenance;

f) provide accessible locations for representative sample collection;

g) provide odor control measures necessary to prevent nuisance conditions;

h) comply with hazardous waste management rules if the Pretreatment System will treat hazardous industrial wastewater or hazardous industrial wastewater sludge; and

i) be constructed in accordance with engineering plans reviewed, stamped, and signed by a Pennsylvania Registered Professional Engineer with the appropriate specialty (including but not limited to chemical, civil, or environmental engineering). If the Pretreatment System is modified, its revised plans shall be reviewed, stamped and signed by a Licensed Professional Engineer.

4.10 Inspection

The Municipality may inspect the facilities of any Non-Domestic User to ascertain whether the purpose of this Ordinance is being met and all requirements are being complied with. Persons or occupants of premises where Wastewater other than Domestic Sewage is created or discharged shall allow representatives of the Municipality and Freeland Municipal Authority and/or Little Washington Wastewater Company ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, records examination and/or copying, or in the performance of any of their duties. The Municipality, Freeland Municipal Authority and/or Little Washington Wastewater Company, PADEP and/or the EPA shall have the right to set up on the Non-Domestic User's property such devices as are necessary to conduct sampling, inspection, compliance monitoring and/or metering operations. Where a User has security measures in force which would require proper identification and clearance before entry into its premises, the User shall make necessary arrangements with its security personnel so that upon presentation of suitable identification, representatives of the Municipality, Freeland Municipal Authority and/or Little Washington Wastewater Company, PADEP and/or the EPA will be permitted to enter, without delay, for the purposes of performing their specific responsibilities.

4.11 Operation and Maintenance of Pretreatment Facilities

a) It shall be the responsibility of the Industrial User to maintain its Pretreatment facility in a working order to provide consistent compliance with the limitations set forth in the Industrial Wastewater Discharge Permit and/or the Rules and Regulations of Foster Township. Operation of the pretreatment system shall be undertaken by the User according to the prescribed methods of the manufacturer as approved by Foster Township, to provide consistent compliance with the limitations set forth in this

Ordinance, the Industrial Wastewater Discharge Permit and the Rules and Regulations of Foster Township. The User shall be required to maintain documentation reflecting operations and maintenance of all pretreatment facilities.

b) An Industrial User with onsite IWPS shall provide adequate certified operator personnel to ensure that the facility is properly operated and maintained, and complies with applicable effluent limits at all times.

c) If required by Foster Township, a User shall develop and implement a slug control plan containing the elements itemized at 40 CFR Section 403.8(f)(2)(vi). The slug control plan shall be submitted to Foster Township for review and approval before implementation.

d) Any User required to install and operate a grease trap or sediment trap shall maintain the equipment in working order to provide consistent compliance with the limitations set forth in any permit issued by Foster Township and/or the Rules and Regulations of the Foster Township. Operation of the trap shall be undertaken by the User according to the prescribed methods of the manufacturer as approved by Foster Township, to provide consistent compliance with the limitations set forth in this Ordinance, any permit and the Rules and Regulations of Foster Township. The User shall be required to maintain documentation reflecting operations and maintenance of all grease and sediment traps for a period of three (3) years or for such period of time as may be required by any permit.

e) The owner or operator of an IWPS shall prepare, keep current, and implement an operation and maintenance manual. The operation and maintenance manual shall contain, at a minimum, the following items:
    i) An introduction, including a general description of the facility and industrial wastewater and pretreatment process.
    ii) Copies of all permits and standards, including any local permit and applicable categorical pretreatment standards.
    iii) A description of operation and management of the industrial wastewater sludge handling facility and the name and location of the final sludge reuse, recycling, or disposal facility or site.
    iv) Sampling and analytical procedures, including sampling locations, sampling frequencies, and analytical methods.
    v) A maintenance plan, including daily operating procedures and a periodic inspection plan.
    vi) Emergency operating and response procedures, including a clear description of the communication among facility personnel and outside response agencies, emergency response procedures, and an emergency response equipment list and operating instructions.

vii) A safety plan, including general operating safety practice requirements and specific handling practices for all hazardous wastes at the facility.
viii) A utility and supply plan, including each system's utility, major equipment list, and major equipment spare part list.
ix) A personnel management plan, including a facility staffing plan, operator certifications (if any), and personnel training programs, which shall include training relating to the safety plan, the maintenance plan, the emergency operating and response program, and documentation of the training provided to relevant facility staff.

4.12 Flow Measurement

The volume of flow used in computing loadings or surcharges shall be based on the total water consumption data as obtained from the permittee or the records of the local water utility. If a User has a substantial portion of the metered water that does not reach the sanitary sewer system the User may, at its own expense, and with approval from the Township Representative, install a separate flow metering device to measure the actual discharge into the sanitary system. If the actual flow to the sanitary system is measured, the equipment used for the measurement of the flow must be maintained in proper working order at all times. A separate written record of calibration and maintenance must be kept for the flow metering device and made readily available for inspection by Foster Township.

4.13 Foster Township Monitoring

Foster Township and/or their designee may conduct periodic monitoring of the following types:

a) Scheduled or unscheduled sampling and inspections of the User's facilities and records shall be conducted at all Class I Users at least once each year.

b) Additional sampling or inspections may be conducted whenever Foster Township determines a need to investigate the discharges of a User.

c) Demand sampling and inspections may be performed in response to a complaint or an unusual or emergency situation, such as when Foster Township determines a change in the normal discharge characteristics of the User's wastewater flow, if a violation was detected during sampling or self-monitoring under Section 4.13, if problems that may be attributable to the User's discharge occur in the Sewer System or Foster Township Facilities, or if a complaint or report of noncompliance is received by the Municipality.

d) If Foster Township performs routine compliance sampling of a User in lieu of the self-monitoring provisions of Section 4.13, Foster Township shall be subject to the repeat

sampling requirement of Section 4.13(b) in the case that a violation of any Pretreatment Standard or Requirement is detected.

e) All discharge sampling and analyses conducted by Foster Township shall be in accordance with the sampling and analysis requirements for User Self-monitoring in Section 4.14.

4.14 User Self-monitoring

a) Users subject to an Industrial Wastewater Discharge Permit may be required, at the User's expense, to conduct sampling and analyses of their Wastewater on a periodic schedule as established by the Permit. Should the results of said analyses indicate a violation of any provision of the User's permit, the User must:

i) Report the violation to Foster Township within 24 hours of becoming aware of the violation; and
ii) Repeat the sampling and analysis within thirty (30) days of becoming aware of the violation and report the results to Foster Township.

The re-sampling is not required if:

a. Foster Township conducts monthly sampling; or

b. Foster Township conducted compliance sampling between the time when the initial sample was collected and when the laboratory results were received.

b) All Wastewater sampling shall be representative of the Indirect Discharge. Unless otherwise specified in the Wastewater Discharge Permit (and documented in the Foster Township files), all samples shall be collected as flow- proportional composite samples over a 24-hour period, except for samples for pH, cyanide, total phenols, Oil and Grease, sulfide, and volatile organic compounds which shall be obtained as grab samples. Grab samples for cyanide, total phenols and sulfides may be obtained as multiple grab samples and composited in the field or the laboratory before analysis; grab samples for Oil and Grease and volatile organic compounds may be obtained as multiple grab samples and composited in the laboratory before analysis. For constituents required to be collected as grab samples, the Permit shall specify the number of grab samples required for each representative analysis.

c) Unless otherwise specified in a Permit all sampling, sample preservation, and laboratory analyses shall be according to the requirements in 40 CFR Part 136.

4.15 User Reporting and Recordkeeping

All Users subject to an Industrial Wastewater Discharge Permit shall be required to submit such reports as required by 40 CFR 403.12 or the Industrial Wastewater Discharge Permit. Said reports include:

a) Baseline Monitoring Reports for all Categorical Industrial Users, as provided by 40 CFR Section 403.12(b); sampling shall be as provided at 40 CFR § 403 .12(g)(4), and shall include a minimum of four grab samples for pH, cyanide, total phenols, Oil and Grease, sulfide, and volatile organic compounds for facilities for which historical sampling data do not exist, and a number as established by Foster Township for facilities for which historical sampling data are available;

b) Compliance Schedule reports as required by 40 CFR Section 403.12(b)(7) and (c);

c) 90-Day compliance Reports for Categorical Industrial Users, as provided by 40 CFR Section 403. 12(d); sampling shall be as provided at 40 CFR§ 403. 12(g)(4), and shall include a minimum of four grab samples for pH, cyanide, total phenols, Oil and Grease, sulfide, and volatile organic compounds for facilities for which historical sampling data do not exist, and a number as established by Foster Township for facilities for which historical sampling data are available;

d) Periodic Reports on Continued Compliance as scheduled in accordance with the User's Industrial Wastewater Discharge Permit and Section 4.14 of this Ordinance;

e) Immediate notice to Foster Township of any discharge that constitutes a Slug Discharge;

f) Immediate notice to Foster Township of any change in the User's facility that could affect the potential to have a Slug Discharge;

g) Notification of any planned changes or modifications to the volume or character of the Industrial Wastewater Discharge, including any changes to listed or characteristic hazardous waste discharges reported under Section 4.16 of this Ordinance;

h) Sampling results and resampling reports as required by Section 4.14 of this Ordinance.

Every Significant Industrial User and any Non-Domestic User which is required, by permit or by request of Foster Township, to institute any monitoring, BMP, sampling, grease or sediment removal, or any other activity which will produce a record (such as flow meter or pH recorder charts, laboratory results, or hauled waste records) shall retain all such records for a period of at least three (3) years. All sampling records of Significant Industrial Users shall include the information as set forth at 40 CFR Section 403.12(0).

All records relating to compliance with Pretreatment Standards shall be made available to officials of the Approval Authority upon request. The reports and other documents required to be submitted or maintained under this Section may be subject to the provisions of Section 309(c)(4) of the Clean Water Act, as amended, and 18 Pa.C.S.A. Section 904, as amended, governing false statements, representations, or certifications.

4.16 Reporting of Hazardous Waste Discharge

All Industrial Users shall be required, in accordance with 40 CFR 403.12(p), to report the discharge into the sanitary sewer system of any substance, which if otherwise disposed of, would be a listed or characteristic hazardous waste under 40 CFR Part 261. Said notification shall be in writing to Foster Township, the EPA Regional Waste Management Division Director, and the PADEP hazardous waste authorities, and shall include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (batch,continuous, or other).

If the User discharges more than 100 kilograms of such waste per calendar month to Foster Township, the notification shall also contain the following:

a) An indemnification of the hazardous constituents contained in the wastes;

b) An estimation of the mass and concentration of such constituents in the wastestream to be discharged in the calendar month;

c) An estimation of the mass and concentration of such constituents in the wastestream expected to be discharged in during the following twelve (12) months;

All notifications must take place within 180 days of the first discharge of said hazardous waste. Any notification under this Section needs to be submitted only once for each hazardous waste discharged, provided that any planned change in the volume or character of the hazardous waste discharge must be reported as provided in Section 4.14 of this Ordinance. The notification requirement does not apply to pollutants already reported under the self-monitoring requirements of this Ordinance.

In the case of any notification made under this Section, the User shall certify that it has in place a program to reduce the volume and toxicity of hazardous wastes generated.

4.17 Signatory Responsibility

All required reports submitted by a User must be signed by an authorized representative, as defined by 40 CFR 403.12(1) to be:

a) a principal executive officer of at least the level of vice president if the User is a corporation;

b) a manager of one or more manufacturing, production or operating facilities, provided that the manager is authorized to make management decisions which govern the operation of the manufacturing facility and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedure;

c) a general partner or proprietor if the User is a partnership or sole proprietorship respectively;

d) a duly authorized representative of the individual designated in (a), (b), or (c) above if the authorization is made in writing by the Person designated in (a), (b) or (c), the authorization specifies either the individual or a position having responsibility for the overall operation of the facility from which the discharge originates; and the authorization is submitted to Foster Township.

Any person who knowingly makes any false statements, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to Federal Pretreatment Regulations and/or this ordinance, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under Federal Pretreatment Regulations or this Ordinance, shall be subject to the civil and criminal penalties as set forth at 40 CFR 403.12(n) governing false statements, representations or certifications in reports required under the Act, as well as 18 Pa.C.S.A. Section 4904, as amended, and other applicable State law.

4.18 Monitoring Location

Foster Township may require to be provided and operated at the User's own expense, monitoring facilities to allow inspection, sampling, and flow measurement of the building sewer and/or internal drainage systems from which a discharge flows into the Sewer System. The monitoring facility should normally be situated on the User's premises, but the Municipality may, upon application by the User and when such a location would be impractical or cause undue hardship on the User, allow the facility to be constructed in the public street or sidewalk area and located so that it will not be obstructed by landscaping or parked vehicles.

There shall be ample room in or near such monitoring facility to allow accurate sampling and preparation of samples for analysis. The monitoring facility shall be maintained at all times in a safe and proper operating condition at the expense of the User.

Whether constructed on public or private property, the monitoring facilities shall be provided in accordance with Foster Township's requirements and all applicable local construction standards and specifications. Construction shall be completed within 90 days following written notification of approval of the plans Foster Township or within such other time as may be authorized by Foster Township.

4.19 Classified Information

Information and data on a User obtained from reports, questionnaires, permit applications, permits, monitoring programs and inspections shall be available to the public or other governmental agency without restriction unless the User specifically requests and is able to demonstrate to the satisfaction of Foster Township that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the User.

When requested by the person furnishing a report, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available upon written request to governmental agencies for uses related to this Ordinance, the National Pollutant Discharge Elimination System (NPDES) Permit, and the Pretreatment Program; provided, however, that such portions of a report shall be available for use by the state or any state agency in judicial review or enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristic shall not be recognized as confidential information.

Information accepted by Foster Township as confidential, shall not be transmitted to the general public by Foster Township until and unless a ten-day notification is given to the User. Information accepted as confidential by Foster Township shall be made available to governmental agencies. If requested by the User, the EPA and PADEP will treat the submitted information as confidential to the extent provided in 40 CFR, Part 2.

4.20 Accidental Discharges

a) Each User shall provide protection from accidental discharge of prohibited materials or other substances regulated by this Ordinance. Facilities to prevent accidental discharge of prohibited materials and to mitigate, reduce, and contain any such discharge shall be provided and maintained at the User's expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to Foster Township for review, and shall be approved by Foster Township before construction of the facility. No User who commences Discharge of Industrial Wastewater to the Sanitary Sewer

System after the effective date of this Ordinance shall be permitted to introduce pollutants into the system until accidental discharge protection, containment and countermeasure procedures have been approved by Foster Township Review and approval of such plans and operating procedures shall not relieve the User from the responsibility to modify the User's facility as necessary to meet the requirements of this Ordinance.

b) In the case of an accidental discharge, it is the responsibility of the User to immediately telephone and notify Foster Township of the incident. The notification shall include location of the discharge, type of waste, concentration and volume, and corrective actions being taken.

c) Within five (5) days following an accidental discharge, the User shall submit to the Township Representative a detailed report describing the cause of the discharge and the measures to be taken by the User to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability which may be incurred as a result of damage to Foster Township, its facilities, or any other person or property; nor shall notification relieve the User of any fines, civil penalties, or other liability which may be imposed by this Ordinance or other applicable law. Failure to notify the Township Representative of an accidental discharge shall constitute a separate and distinct violation of this Ordinance.

d) A notice shall be permanently posted on the User's bulletin board or other prominent place advising employees who to call in the event of an accidental discharge. Employers shall insure that all employees who may be present in an area where an accidental discharge may occur are advised of the emergency notification procedure as well as the containment and countermeasures developed by the User to mitigate and control any such discharge.

4.21 Emergency Discharges

In the case of a Non-Domestic User that, for reasons of emergency maintenance, equipment failure, or other similar unforeseen event beyond the User's reasonable control, must Discharge Prohibited, high strength, or other Wastewater of unusual strength, character or volume, the User may apply to the Township Representative for an Emergency Discharge Permit. The Township Representative may issue such a permit, on terms and conditions as he deems appropriate, upon his review of the information provided and in his sole discretion. No discharge of the unusual Wastewater may be made until and unless an Emergency Discharge Permit has been issued. An Emergency Discharge Permit shall not be issued for longer than thirty (30) days and may be renewed only after a new application has been made.

4.22 Decommissioning Pretreatment Facilities

The owner or operator decommissioning an IWPS shall comply with the following IWPS decommissioning requirements:

a) Collect, treat and dispose of the content in the IWPS in accordance to the PA DEP and/or EPA regulations

b) Pump and haul away the entire remaining contents of the system;

c) Clean the system and related areas as necessary;

d) If any part of the system is in the ground, then the owners or operators must comply with one of the following options:
    i) Remove the system from the ground; or
    ii) Fill any empty tanks with clean sand, soil, or other inert material; or
    iii) Change the function of the system permanently.

e) Disconnect the decommissioned IWPS from the sewer system and keep all the decommissioning records.

f) Report the decommissioning process to the and the Freeland Municipal Authority and/or Little Washington Wastewater Company with the following:
    i) Date of decommissioning;
    ii) Person responsible for decommissioning;
    iii) Description of decommissioning process; and
    iv) Record of final shipment of system's remaining contents

SECTION 5 - AIR QUALITY STANDARDS FOR SEWAGE FACILITIES

5.1 General Air Quality and Odor Regulations

Air quality standards in the United States are mandated by the Clean Air Act and its amendments. Two agencies currently have jurisdiction over air quality in Foster Township: the U.S. Environmental Protection Agency (EPA) and the Pennsylvania Department of Environmental Protection (PADEP). Each agency has developed its own air quality standards under the Clean Air Act, but the standards are similar among the agencies. EPA standards generally apply unless a more stringent standard for the source or type of pollutant has been adopted by the state or local agency. Three general types of air quality pollutants are regulated by federal, state, and regional air quality agencies: criteria pollutants, hazardous air pollutants, and toxic air pollutants. A fourth type of air quality indicator—odor—is not specifically addressed under federal air quality regulations, but is more specifically addressed under this Section of the Ordinance.

The Federal Clean Air Act established the National Ambient Air Quality Standards (NAAQS) for the six principal pollutants (called "Criteria Pollutants") to protect the public's health. Pennsylvania has adopted all of the NAAQS standards as well as several standards of its own. Pennsylvania monitors the principal pollutants to ensure attainment of these standards.

While the Federal Clean Air Act and PA DEP regulations set numerical standards for six criteria pollutants (Carbon Monoxide, Sulfur Dioxide, Nitrogen Oxide, Lead, Ozone, and Particulate Matter), Pennsylvania, also establishes criteria for three additional pollutants(Beryllium, Fluorides, and Hydrogen Sulfide), these agencies do not set numerical standards for odors.

In accordance to this Ordinance, Odor is a nuisance and may be a detriment to a person or property. No person:

a) Shall discharge from any source whatsoever one or more air contaminants or combinations thereof, in such concentration and of such duration as are or may tend to be injurious to or to adversely affect human health or welfare, animal life, vegetation, or property, or as to interfere with the normal use and enjoyment of animal life, vegetation, or property.

b) May cause, suffer, allow, or permit emissions of odorous compounds from a source or sources operated on a property or multiple sources operated on contiguous properties to exceed a net ground level concentration according to the local standards if the downwind concentration of the odorous compounds affects a property used for residential, recreational, business, commercial purposes, such as industrial property or vacant tracts and range lands not normally occupied by people.

Whereas pollution of the air is detrimental to the health, comfort, living conditions, welfare and safety of the citizens of Foster Township and nearby communities, it is hereby declared to be the

policy of the Township of Foster to safeguard the citizens of Foster Township and nearby communities from air pollution.

5.2 Odorous Compounds in Wastewater

The detection thresholds for the odorous compounds are significantly less, and more stringent than, the recognition thresholds, which are the typical standards for most wastewater facilities. Recognition thresholds are those reached when someone smells something that they recognize, like a rotten egg smell, and can correctly identify the substance (e.g., hydrogen sulfide as a sewage-type odor). Odorous compounds below the initial detection threshold are considered nondetectable.

The following compounds are associated with bad odors around sewage treatment/pretreatment facilities and pumping stations: mercaptans, skatoles, indoles, inorganic acids, aldehydes, ketones and organic compounds containing nitrogen or sulfur atoms.

Quantity of odor, as measured on a sensory response scale (i.e., based on odor detection), is expressed in terms of how many dilutions it takes before it is no longer detectable, although the exact character of the odor may not be discernible. This is often expressed as dilutions to threshold or odor units. If the quantity is expressed in parts per million (ppm) or billion (ppb) or in moles or micrograms per cubic meter of specific chemical compound, then the determination is no longer sensory, rather, the value represents the physical, chemical amount of an odorant.

The following are some parameters to express the concentration of odors:

a) *Perceptibility Threshold* (OTL: Odor Threshold Limit), defined as the minimum concentration that can be detected by 100% (in some cases by 50%) of the persons involved with an olfactory analysis. In some cases the geometric mean of the measurements of the single members is used.

b) *Maximum Exposure Concentration* (TLV: Threshold Limit Value). This represents the maximum concentration at which persons can be exposed for a period of 8 hours a day, 5 days a week and 50 weeks a year (weighted average over 8 hours), for a work life of 40 years without any adverse side effects.

c) *Permissible Exposure Limit* (PEL). This represents the legal limit for a person to be exposed to an air contaminant.

d) *Maximum Allowable Concentration* (MAC: Maximum Allowable Concentration): Maximum concentration which should never be exceeded which may cause irreversible health effects or death.

The following table reports the values of these indices relative to a series of compounds found in the atmosphere of sewage treatment/pretreatment plants and pumping stations:

Compound Name	OTL (ppm)	TLV (ppm)	PEL (ppm)	MAC (ppm)	MAC Time	Odor Description
Allylmercaptan	0.0015	0.05	5	450	---	Garlic
Ammonia	0.0072	25	50	300	10 min	Pungent, irritating
Amylmercaptan	0.0001	0.5	---	---	---	Unpleasant, putrid
Biphenyl Sulfide	0.0047	---	---	---	---	Burned Rubber
Carbon Disulfide	0.21	1	20	500	10 min	Sweet/Pungent
Diisopropylamine	0.13	5	5	200	10 min	Fishy
Dimethyl amine	0.34	5	10	500	10 min	Putrid, fishy
Dimethyl Sulfide	0.01	1	10	50	30 min	Rotting vegetables
Ethyl amine	0.95	5	10	600	10 min	Ammonia like
Ethylmercaptan	0.001	.5	10	500	10 min	Decayed cabbage
Hydrogen sulfide	0.0047	10	20	100	10 min	Rotten eggs
Indole	0.0001	1	5	---	---	Fecal, nauseating
Methylamine	3.2	5	10	100	10 min	Putrid, fishy
Methylmercaptan	0.0010	.5	10	150	10 min	Rotten cabbage

Although this is not an all inclusive list of detectable compounds, these are the main nuisance odors. Many sewage treatment facilities control the odor and/or exposure to these compounds. However, Hydrogen sulfide is an extremely hazardous, toxic compound. It is a colorless, flammable gas that can be identified in relatively low concentrations, by a characteristic rotten egg odor. The gas occurs naturally in coal pits, sulfur springs, gas wells, and as a product of decaying sulfur-containing organic matter, particularly under low oxygen conditions. It is therefore commonly encountered in places such as sewers, sewage treatment plants (H2S is often called sewer gas), and in other industries.

However, at concentrations above 100 ppm, a person's ability to detect the H2S gas is affected by rapid temporary paralysis of the olfactory nerves in the nose, leading to a loss of the sense of smell. This means that the gas can be present at dangerously high concentrations, with no perceivable odor. Prolonged exposure to lower concentrations can also result in similar effects of olfactory fatigue. This unusual property of hydrogen sulfide makes it extremely dangerous to rely totally on the sense of smell to warn of the presence of the gas.

SECTION 6 - VIOLATIONS AND ENFORCEMENT

6.1 Notification of Violation

Whenever Foster Township, their assignee, and/or any lawful citizen finds that any Non-Domestic User has violated or is violating the Clean Water Act, this Ordinance, the Rules and Regulations of Foster Township, its Industrial Wastewater Discharge Permit, causing a public nuisance, or any prohibition, limitation or requirements contained herein, Foster Township may serve upon such person a written Notice of Violation stating the nature of the violation. Within 30 days of the date of the notice, or within such other reasonable time as the Township Representative shall state, a plan for the satisfactory correction thereof shall be submitted to Foster Township by the User.

6.2 Show Cause Hearing

Foster Township may notify any User who is in violation of this Ordinance, an Industrial Wastewater Discharge Permit, or the Rules and Regulations of Foster Township, to show cause before Foster Township (or such other adjudicative body as Foster Township shall select) why a proposed enforcement action should not be taken. The notice shall be served on the User specifying the time and place of a hearing to be held by Foster Township regarding the violation, the reasons why the action is to be taken, the proposed enforcement action, and directing the User to show cause before Foster Township why the proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days before the hearing. Service may be made on any agent or officer of a corporation.

A Show Cause Hearing is not subject to the requirements of the Local Agency Law, 2 Pa. C.S.A. Section 551 et seq., but may be conducted as provided in that statute at the discretion of Foster Township or adjudicative body.

Within a reasonable time after the conclusion of a Show Cause Hearing, Foster Township (or adjudicative body) shall issue an opinion regarding the alleged violation and any enforcement action which it believes is appropriate. Foster Township may then proceed to undertake the recommended enforcement action, if any.

6.3 Other Legal Action

If any person discharges sewage, Industrial Wastewater or other wastes into the Sanitary Sewer System contrary to the provisions of this ordinance, Federal or state Pretreatment Requirements, Foster Township Rules and Regulations, or any Permit issued by Foster Township, the Municipal Solicitor may commence an action for appropriate legal and/or equitable relief in the Courts. When Foster Township determines the need for legal action, said action

shall be undertaken by the Municipality within 30 days of notification by Foster Township (or adjudicative body).

In the alternative, for purposes of enforcement of this Ordinance and the Pretreatment Program, Foster Township will duly appoint agents and employees, to undertake any legal action in the name of Municipality, including but not limited to the filing of a Civil Complaint in the Court of Common Pleas of Luzerne County.

In the event Foster Township, its agents or employees, do not take legal action, a resident, person, or citizen, will have the authority to file a legal and/or equitable relief in the local Magisterial Courts or pursue a Civil Complaint in the Court of Common Pleas of Luzerne County.

6.4 Revocation or Suspension of Permit

Any User who violates the following conditions of this Ordinance, applicable State or Federal regulations, or an Industrial Wastewater Discharge Permit is subject to having its Industrial Wastewater Discharge Permit revoked or suspended in accordance with the procedures of this Section:

a) Failure of a User to factually and accurately report the wastewater constituents and characteristics of its discharge;

b) Failure of the User to report significant changes in operations, or changes in Industrial Wastewater constituents and characteristics, including but not limited to changes in facilities related to the control of Slug Discharges as required by Section 4.14(f);

c) Refusal of reasonable access to the User's premises for the purpose of inspection or monitoring; or,

d) Violation of any condition of the Industrial Wastewater Discharge Permit.

Upon notice of suspension or revocation of an Industrial Wastewater Discharge Permit the User shall immediately cease the discharge of Industrial Wastewater to the Sewer System. Any discharge of Industrial Wastewater to the Sewer System after notice of revocation or suspension shall be a violation of this Ordinance and subject to the penalties provided herein. In the case of a suspension, the Permit shall be reinstated upon a showing that the User has corrected the condition for which the suspension was imposed. In the case of a revocation, the User may only receive a new Permit by going through the application process as stated in Section 4.5 of this Ordinance.

6.5 Suspension of Sewer Service

Foster Township may suspend the wastewater treatment service when such suspension is necessary, in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons, to the environment, causes Interference or Pass Through at the Freeland Municipal Authority and/or Little Washington Wastewater Company treatment plant or causes Foster Township to violate or be in danger of violating any condition of an NPDES Permit or state-issued Water Quality Management Permit.

Any person notified of a suspension of the wastewater treatment service shall immediately stop or eliminate the discharge. In the event of a failure of the person to comply voluntarily with the suspension order, Foster Township is authorized to, take such steps as deemed necessary including immediate severance or obstruction of the sewer connection from the User's property, to prevent or minimize damage to the Sewer System or Freeland Municipal Authority and/or Little Washington Wastewater Company Facilities or endangerment to any individuals. Foster Township shall reinstate the wastewater treatment service only upon satisfactory proof of elimination of the non-complying discharge. All costs associated with the severance and/or reconnection of a sewer shall be incurred by the User.

6.6 Civil Penalties

Any User who is found to have violated any provision of this Ordinance, the Rules and Regulations of Foster Township, as amended, or any regulations or permits issued by Foster Township shall be subject to a civil penalty of not less than $100.00 nor more than $1,000.00 per each violation. Each day on which a violation shall occur or continue to occur shall be deemed a separate and distinct violation.

The Freeland Municipal Authority and/or Little Washington Wastewater Company has independent civil penalty authority under the provisions of the Publicly Owned Treatment Works Penalty Law (Act 9 of 1992,35 P.S. § 752.1 et seq.). Any violation of this Ordinance shall constitute a violation of Freeland Municipal Authority and/or Little Washington Wastewater Company EPA-approved industrial pretreatment program and subject an Industrial User to the penalties provided thereunder.

In addition to the civil penalties provided herein, the Foster Township, Freeland Municipal Authority and/or Little Washington Wastewater Company may recover reasonable attorney's fees, court costs, court reporters' fees and other expenses of litigation by appropriate suit at law against the person found to have violated this Ordinance, Foster Township rules and regulations, or any permit issued hereunder.

6.7 Right of Appeal

Any User subject to an enforcement action or issuance or denial of an Industrial Wastewater Discharge Permit under this Ordinance may file an appeal with Foster Township within 15 days of receipt of the notice of the enforcement action or permit issuance, revision, or denial. Said appeal shall be conducted by Foster Township as provided in the Local Agency Law, 2 Pa. C.S.A. Section 551, et seq.

6.8 Public Notification

Foster Township annually publish in a local newspaper of general circulation, a list of the Significant Industrial Users which were in Significant Non-Compliance with the Pretreatment Standards and Requirements contained herein at least once during the previous calendar year. Significant Non-Compliance shall include any of the following:

a) Chronic Violations, defined as those in which 66 percent or more of all measurements taken for the same pollutant parameter during a six-month period are in excess of an applicable numeric Pretreatment Standard or Requirement, including instantaneous maximum limits;

b) Technical Review Criteria (TRC) Violations, defined as those in which 33 percent or more of all measurements taken for the same pollutant parameter during a six-month period equal or exceed the product of the numeric Pretreatment Standard or Requirement, including instantaneous limits multiplied by the applicable TRC. TRC is 1.4 for BOD, TSS, Oil and Grease, and 1.2 for all other pollutants except pH;

c) Any other violations of a Pretreatment Standard or Requirement, including a narrative standard, which Foster Township determines has caused or contributed to Interference or Pass Through;

d) Any discharge that has caused imminent endangerment to human health and safety or the environment, or has resulted in Foster Township's exercise of its authority to halt or prevent such a discharge under Sections 6.4 or 6.5 of this Ordinance;

e) Failure to meet a compliance schedule milestone within 90 days of the schedule date;

f) Failure to provide within 45 days after the due date, required reports as itemized in Section 4.15 of this Ordinance;

g) Failure to accurately report noncompliance;

h) Any other violation or groups of violations including a violation of a BMP imposed by a permit or implemented as part of a plan developed by the User and approved by Foster Township, which Foster Township determines to adversely affect the operation or implementation of its approved pretreatment program.

The newspaper notice shall also summarize any e nforcement actions taken against the User during the same time period.

SECTION 7 - COOPERATION

Freeland Municipal Authority and/or Little Washington Wastewater Company and Foster Township shall cooperate in all matters as they pertain to this Ordinance. The Freeland Municipal Authority and/or Little Washington Wastewater Company nor Foster Township shall act in any manner so as to compromise in any way the ability of the other party to administer this Ordinance.

SECTION 8 - SEVERABILITY

The provisions of this Ordinance are severable. If any provision, paragraph, word, or section of this Ordinance is declared to be unconstitutional, illegal, or invalid, the validity of the remaining provisions, paragraphs, words, or sections shall be unaffected thereby and shall be in full force and effect. It is the intention Foster Township that this Ordinance would have been adopted had such unconstitutional, illegal or invalid part not been included.

SECTION 9 - CONFLICT

This Ordinance repeals in its entirety all Ordinances and parts of other Ordinances which are inconsistent or conflicting with any part of this Ordinance to the extent of such inconsistency or conflict.

SECTION 10 - EFFECTIVE DATE

DULY ENACTED AND ORDAINED, by the Board of Supervisors of Foster Township, in lawful session duly assembled, this 13th day of March, 2013.

ATTEST:

G. Eckrote-Jones
Georgiann Eckrote-Jones, Secretary
(SEAL)

TOWNSHIP OF FOSTER,
Luzerne County, Pennsylvania

By: Gerald Brogan
Gerald Brogan, Chairman of the
Board of Supervisors

Michael Spock
Michael Spock, Supervisor

CERTIFICATE

I, the undersigned, Secretary of the Township of Foster, Luzerne County, Pennsylvania (the "Township"), certify: that the foregoing is a true and correct copy of Ordinance No. 2 of 2013, which duly was enacted by affirmative vote of a majority of all members of the Board of Supervisors of the Township at a meeting of said Board duly convened and held according to law on March 13, 2013, at which meeting a quorum was present; that said Ordinance duly has been recorded in the Ordinance Book of the Township; that said Ordinance duly has been published and made available for public inspection as required by law; and that said Ordinance is in full force and effect, without amendment, alteration or repeal, as of the date of this Certificate.

I further certify that the Board of Supervisors of the Township met the advance notice and public comment requirements of the Sunshine Act, 65 Pa.C.S. Ch. 7, by advertising said meeting, by posting prominently a. notice of said meeting at the principal office of the Township or at the public building in which said meeting was held, and by providing a reasonable opportunity for public comment at said meeting, all in accordance with such Act.

IN WITNESS WHEREOF, I set my hand and affix the official seal of the Township of Foster, this 13th day of March, 2013.

G. Eckrote-Jones
Georgiann Eckrote-Jones, Secretary

(SEAL)

Foster Township Board of Supervisors

1000 Wyoming Ave
Freeland, Pa 18224
PHONE: 570-636-3757 – 570-636-3798 - FAX: 570-636-3584

INDUSTRIAL WASTEWATER DISCHARGE PERMIT APPLICATION

Instructions: All Industrial Wastewater Users, must complete and submit the "*Industrial Wastes Questionnaire*" before completing this Permit Application. This questionnaire will help Foster Township determine the Industrial User Class. Unless stated otherwise, all items are to be filled out completely. Your application will not be considered complete unless every question is answered on this form. If an item is not applicable, indicate by noting "NA" to show that you considered the question. Depending upon the adequacy of the data submitted for determining issuance of a permit, additional information may be required. Please read all questions and included information prior to completing this application. A $25 application fee and separate User fee based on Class are required with the submission of this form. Please enclose separate checks or money orders payable to the *Foster Township Board of Supervisors* with this form and any supporting attachments and documentation, and mail the application package to the address listed on the upper portion of this page. This application must be submitted in accordance Foster Township Ordinance No. ____ of 2013, including the time frames thereof.

Type of Permit: ☐ New ☐ Renewal ☐ Modification

GENERAL INFORMATION

COMPANY NAME	
FACILITY ADDRESS	
MAILING ADDRESS	
COMPANY PHONE #	
OWNER OF BUSINESS	
LOCAL COMPANY CONTACT	
LOCAL COMPANY CONTACT PHONE #	
TYPE OF BUSINESS	
STANDARD INDUSTRIAL CLASSIFICATION (SIC) NUMBER:	

MANUFACTURING OPERATIONS

EXPLAIN THE MANUFACTURING PROCESSES ON SITE:

WASTEWATER GENERATING OPERATIONS

EXPLAIN IN DETAIL THE WASTEWATER GENERATING PROCESSES ON SITE INCLUDE ANALYTICAL DATA & LIST ALL POLLUTANTS IN WASTESTREAM:
(Attach additional sheets as necessary)

CHEMICALS USED IN PROCESS

LIST ALL CHEMICALS STORED OR USED ON SITE (Attach additional sheet if necessary):

WASTEWATER FLOW RATES

PEAK 30-MINUTE FLOW		GALLONS PER MINUTE	
MAXIMUM DAILY FLOW		GALLONS PER DAY	
AVERAGE DAILY FLOW		GALLONS PER DAY	
WASTEWATER FLOW RATES WERE			
MEASURED	YES OR NO	ESTIMATED	YES OR NO
DISCHARGE OF FLOWS WILL BE EQUALIZED OVER A 24 HOUR DAY, 7 DAYS A WEEK			
YES OR NO	IF NO, EXPLAIN:		

WASTEWATER INFORMATION

DO YOU WISH OR WILL YOU BE DISCHARGING ANY OF THE FOLLOWING:

	YES	NO	UNSURE
More than 25,000 gallons per day.			
A discharge of more than 5 times the normal strength or flow for longer than a 15 minutes duration.			
A Biochemical Oxygen Demand(BOD) concentration in excess of 250 parts per million.			
A Suspended Solids concentration in excess of 300 parts per million.			
Animal or vegetable derived oil or grease in excess of 50 parts per million.			
A pH less than 6.0 or greater than 9.0.			
Metals, metal pickling waste or plating solutions.			
Phenols or other taste or odor producing substances.			
Wastewater with a temperature greater than 104 degrees Fahrenheit(40 degrees Celsius).			
Stormwater, cooling water, etc. which is polluted or otherwise unacceptable for discharge into storm drains or natural bodies of water.			
Water bearing or having contact with municipal refuse.			
Water bearing or having contact with radioactive waste.			
Materials which cause unusual amounts of inert solids or discoloration.			
Any other discharges regulated by local, state or federal standards.			

PRETREATMENT INFORMATION

EXPLAIN IN DETAIL ANY PRETREATMENT METHODS USED:

ATTACH A SITE PLAN SHOWING THE LOCATION OF ALL PERTINENT BUILDINGS, LOADING FACILITIES, PROPERTY LINES, FENCES, STREETS OR WALKWAYS. SAMPLING AND MONITORING LOCATIONS, WATER LINES, AND METERS.

CERTIFICATION

I hereby certify that the information contained herein is true and correct to the best of my knowledge.

_____ _____

Signature Date

_____ _____

Printed Name Title

Fees: Class I - $750.00 annual
Class II - $250.00 annual

(Classification determined by Foster Township)

Send completed application to: **Foster Township**
1000 Wyoming Avenue
Freeland, PA 18224

APPENDIX U

FREELAND BOROUGH'S ORDINANCE 4-1-1 OF 2013

BOROUGH OF FREELAND

LUZERNE COUNTY, PENNSYLVANIA

ORDINANCE NUMBER 4-1-1 - of 2013

ESTABLISHING AN

INDUSTRIAL PRETREATMENT PROGRAM AND

OTHER RULES CONTROLLING DISCHARGES

TO THE SEWER SYSTEM

Adopted:

Effective: May 13, 2013

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BOROUGH OF FREELAND
Luzerne County, Pennsylvania

Ordinance Number 4-1-1 of 2013

AN ORDINANCE OF THE BOROUGH COUNCIL OF THE BOROUGH OF FREELAND, LUZERNE COUNTY, PENNSYLVANIA, ESTABLISHING AN INDUSTRIAL PRETREATMENT PROGRAM AND PROVIDING REGULATIONS LIMITING AND CONTROLLING THE QUALITY OF WASTEWATER DISCHARGED INTO THE PUBLIC SEWAGE SYSTEM, DEFINING CERTAIN WORDS AND PHRASES, PROVIDING PROCEDURES AND SYSTEMS FOR THE ADMINISTRATION OF THE PROGRAM, CREATING ENFORCEMENT PROCEDURES FOR VIOLATION OF THE PROGRAM AND ITS REGULATIONS, ESTABLISHING TECHNICAL REQUIREMENTS AND PROHIBITIONS ON DISCHARGES, PROVIDING FOR THE SETTING OF CERTAIN FEES, PROVIDING FOR THE EFFECTIVENESS OF THIS ORDINANCE, PROVIDING FOR THE SEVERABILITY OF PROVISIONS HEREOF, AND PROVIDING FOR REPEAL OF ALL INCONSISTENT ORDINANCES OR PARTS OF ORDINANCES.

The Borough Council of the Borough of Freeland, Luzerne County, Pennsylvania, enacts and ordains as follows:

ARTICLE I – PURPOSE AND POLICY

Section 1.01 Purpose:

This Ordinance sets forth the following uniform requirements for Users of the Sewer System and enables the Township to regulate the use of the Sewer System and to comply with the requirements of the Clean Water Act and other applicable State and Federal laws and regulations:

A. Requirements regulating the introduction of Wastewater into the Sewer System by all Users,

B. Establishing an Industrial Pretreatment Program to monitor and control the Discharge of Industrial Wastes.

Section 1.02 Objectives

The objectives of this Ordinance are:

A. To prevent the introduction of Pollutants into the Sewer System that will cause Interference, increase the difficulty or costs of operation of the Collection System

or the Sewage Treatment Plant, or reduce the efficiency or effectiveness of the Collection System or Sewage Treatment Plant;

B. To prevent Pass Through of Pollutants, inadequately treated, to the environment;

C. To protect workers and the general public from exposure to toxic or other dangerous substances;

D. To protect the Sewer System from damage;

E. To improve the opportunity to recycle or reclaim wastewater or sludge;

F. To provide for the equitable distribution of the cost of the operation, administration and enforcement of the Industrial Pretreatment Program; and

G. To enable the Township and the Borough of Freeland Municipal Authority to comply with all applicable State and Federal laws rules and regulations, including NPDES permit conditions, sludge use and disposal requirements, air quality standards, and water quality standards.

H. To comply with the requirements of Agreements and Amendments to Agreements between the Township and the Borough of Freeland Municipal Authority in which the Township covenants to adopt and enforce an ordinance establishing an Industrial Pretreatment Program and designating the Authority as an agent of the Township for the purposes of administering the provisions of the ordinance.

ARTICLE II - DEFINITIONS

Section 2.01 As used in this Ordinance, the following words, terms and phrases will hereinafter have the meanings set forth in this section, unless the context clearly requires a different meaning:

Act or "the Act". The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et. seq.

Approval Authority. The Regional Administrator of Region III of the EPA.

Authority. Control Authority.

Authorized Representative of Industrial User. An Authorized Representative of an Industrial User may be: (1) A principal executive officer of at least the level of vice-president, if the Industrial User is a corporation; (2) A general partner or proprietor if the Industrial User is a partnership or proprietorship, respectively; (3) A principal executive officer or director having responsibility for the overall operation of the discharging facility if the Industrial User is a governmental entity, charitable organization or other such unincorporated entity; (4) A duly authorized representative of the individual designated above if such representative is responsible for the overall operation of the facilities from which the Discharge originates.

Best Management Practices (BMPs). Schedule of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Section 3.02 Prohibited Discharges. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

Biochemical Oxygen Demand (BOD). The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, five (5) days at 20° centigrade expressed in terms of weight and concentration (milligrams per liter (mg/L)).

Borough. The Borough of Freeland, Luzerne County, Pennsylvania, a municipal corporation existing under the laws of the Commonwealth of Pennsylvania, and the Borough Council thereof, its agents and officials.

Building Sewer. A Sewer conveying Wastewater from the premises of a User to the Sewer System.

Bypass. The intentional diversion of Wastewater from any portion of an Industrial User's Pretreatment facility through which the Wastewater normally passes.

Categorical Industrial User. An Industrial User subject to Categorical Standards.

Categorical Standards. National Categorical Pretreatment Standards.

Certified Professional. A registered professional engineer under the laws of the State.

Chain of Custody. A record of sample collection indicating the place and time of collection and the Person collecting the sample. It shall also include a record of each Person involved in possession of the sample including the laboratory Person who takes final possession of the sample for the purpose of analysis.

Clean Streams Law. The Act of June 22, 1937, P.L. 1937, as amended and re-enacted by the Act of October 10, 1980, P.L. 894, 35 P.S. Sections 691.1 to 691.702.

Color. Color of light transmitted through a waste after removal of all suspended matter, including pseudo-colloidal particles, and measured in platinum-cobalt units.

Combined Waste Formula. A procedure for calculating discharge concentrations of constituents of Industrial Waste, as defined in 40 CFR §403.6(e).

Compliance. Adherence to conditions or requirements of this Ordinance, any written directions issued by the Borough, or any Wastewater Discharge Permit or other permit issued under the provisions of this Ordinance.

Composite Sample. A sample composed of individual subsamples taken at regular intervals over a specified period of time. Subsamples may be proportioned by time interval or size according to flow (Flow-proportioned Composite Sample), or be of equal size and taken at equal time intervals (Equal-time Composite Sample).

Contributing Municipality. Any of the municipalities party to a service agreement with the Authority, including the Borough of Freeland, Foster Township and Butler Township, and such other municipalities incorporated under the laws of the State which may enter into a similar agreement with the Authority.

Control Authority. The Borough of Freeland Municipal Authority, a Pennsylvania municipal authority incorporated, organized and existing under provisions of the Pennsylvania Municipal Authorities Act of 1945, approved May 2, 1945, P.L. 382, as amended and supplemented.

Cooling Water. The water from any use such as air conditioning, cooling or refrigeration, or to which the only pollutant added is heat.

Discharge. The conveyance of any water or Wastewater into the Sewer System.

Domestic Wastes. Normal household wastes from kitchens, water closets, lavatories and laundries, or any waste from a similar source and possessing the same characteristics.

Enforcement Response Plan. A plan and guide developed pursuant to 40 CFR §403.8(f)(5) providing for the enforcement of the Industrial Pretreatment Program.

EPA. The U. S. Environmental Protection Agency, or where appropriate the term may also be used as a designation for the Administrator or other duly authorized official of said agency.

Garbage. Solid or semi-solid wastes resulting from preparation, cooking, and dispensing of food, and from handling storage and sale of produce.

Grab Sample. A sample which is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and without consideration of time.

General Permit. A control mechanism issued to more than one Significant Industrial User. Facilities covered under a general permit must have certain similar characteristics as described in Section 5.02(B).

Groundwater. Water which is contained in or passing through the ground.

Holding Tank Waste. Any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.

Industrial Pretreatment Program. The sum of the provisions of this Ordinance, amendments thereto, and any activities authorized by this Ordinance as regards the regulation and control of Industrial Users.

Interference. A Discharge which, alone or in conjunction with Discharges from other sources:

1. Inhibits or disrupts the processes or operations of the Sewage Treatment Plant or the Sewage Collection System, or sludge processes, use or disposal; or
2. Is a cause of a violation of any requirement of the Authority's NPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent State or local regulations): Article 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including

Title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the SWDA), the Clean Air Act, the Toxics Substances Control Act, and the Marine Protection, Research and Sanctuaries Act; or which results in or increases the severity of a violation of other State or National environmental statutes, rules or regulations.

Industrial User. Any Person who Discharges Industrial Waste into the Sewer System.

Industrial Waste. Any solid, liquid or gaseous substance, or form of energy, which is produced as a result, whether directly or indirectly, of any industrial, manufacturing, trade or business process or activity, or in the course of developing, recovering or processing of natural resources; but not Sanitary Sewage.

Local Limits. Numerical limitations on the concentration, mass or other characteristics of wastes or pollutants discharged, or likely to be discharged, by Industrial Users, and which are developed by the Borough.

Manhole. A structure allowing access from the surface of the ground to a Sewer.

Mg/L. Milligrams per liter; a measure of concentration of water borne substances.

Middle Tier Categorical Industrial User. A Categorical Industrial User that meets the following conditions as determined by the Borough and as listed in Schedule 2 attached hereto and incorporated into this Ordinance and Amendments thereto: 1) Categorical wastewater flow does not exceed a) 0.01% of the design dry weather hydraulic capacity of the POTW, or 5,000 gpd, whichever is smaller, b) 0.01% of the design dry weather organic treatment capacity of the POTW, and c) 0.01% of the maximum allowable headworks loading for any pollutant regulated by the applicable categorical Pretreatment Standard for which approved local limits were developed; 2) has not been in significant noncompliance for any time in the past two years; and 3) does not have daily flow rates, production levels, or pollutant levels that vary so significantly that decreasing the reporting requirement for this Industrial User would result in data that are not representative of conditions occurring during the reporting period.

Monthly Average. The arithmetic mean of all daily determinations of concentration made during a calendar month.

National Categorical Pretreatment Standard. Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act (33 U.S.C. 1317) which applies to a specific category of Industrial Users. National Categorical Pretreatment Standards are enumerated in 40 CFR, Chapter I, Subchapter N, Parts 405 through 471.

NPDES Permit. A permit issued pursuant to Section 402 of the Act (33 U.S.C. 1342).

Net/Gross calculation. A procedure for calculating discharge concentrations of constituents of Industrial Waste, as defined in 40 CFR §403.15.

New Source. Any building, structure, facility, or installation for which there is or may be a Discharge of Pollutants, the construction of which commenced after the publication of proposed Categorical Standards under Section 307 (c) of the Act which will be applicable to such source if

such Categorical Standards are thereafter promulgated in accordance with that Section. Determination of the applicability of New Source standards shall be made as provided in the Act and 40 CFR, §403.3.

Noncompliance. Not in Compliance.

Non-Significant Categorical Industrial User (NSCIU). A Categorical Industrial User that meets the following conditions as determined by the Borough: 1) never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the Pretreatment Standard), 2) has consistently complied with all applicable categorical Pretreatment Standards and Requirements, 3) never discharges any untreated concentrated wastewater, and 4) annually submits a certification statement stating that the facility met the definition of an NSCIU together with any additional information necessary to support the certification statement.

Operator. Any Person having charge, care, control or management of a Pretreatment facility for Industrial Wastes or of a truck or trucks used in the removal, transport or disposal of Sewage or Industrial Wastes.

Owner. Any Person vested with ownership, legal or equitable, sole or partial, of an improved property.

Pass Through. Discharge of Pollutants to the Waters of the State either untreated or insufficiently treated, whether alone or in conjunction with a Discharge or Discharges from other sources, so as to cause Pollution or a violation of the Authority's NPDES permit, or causes or contributes to an increase in the magnitude or duration of such Pollution or violation; or concentration of Pollutants in the sludge so that the end use of the sludge results in Pollution, harm to the environment, or a violation of any State or Federal sludge disposal regulation, guideline or standard, or which causes or contributes to an increase in the magnitude or duration of such Pollution, harm or violation.

Person. Any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents or assigns. The masculine gender shall include the feminine, the singular shall include the plural where indicated by the context.

pH. The logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in moles per liter of solution.

Pollutant. Any substance including but not limited to dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste which, when discharged into water, results in Pollution or increases Pollution.

Pollution. The contamination of any Waters of the State such as will create or is likely to create a nuisance or to render such waters harmful, detrimental or injurious to public health, safety or welfare, or to domestic, municipal, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses, or to livestock, wild animals, birds, fish or other aquatic life; or

contamination of the air, soil, or of the environment so as to produce or is likely to produce similar deleterious effects.

POTW. A publicly owned treatment works as defined by Section 212 of the Act (33 U.S.C. 1292). The term includes the Sewage Collection System, and the Sewage Treatment Plant.

Pretreatment. The reduction of the amount of Pollutants, the elimination of Pollutants, or the alteration of the nature of Pollutant properties in Wastewater to a less harmful state prior to or in lieu of Discharging or otherwise introducing such Pollutants into a Sewer System. The reduction or alteration can be obtained by physical, chemical or biological processes, or by mean's of other process changes except as prohibited by 40 CFR §403.6(d).

Pretreatment Coordinator. Agent of the Borough designated to administer the provisions of the Industrial Pretreatment Program.

Pretreatment Requirements. Any substantive or procedural requirement, other than a Categorical Standard, imposed on an Industrial User by Section 303(b) and (c) of the Act, the State or the Industrial Pretreatment Program.

Process Wastewater. Any Wastewater resulting from the direct contact of water with any raw material, intermediate product, finished product, by-product, or waste during any manufacturing process, or water other than Cooling Water which results from a manufacturing process.

Prohibited Discharge. Any Discharge which is prohibited under Section 3.02 of this Ordinance.

Prohibitive Discharge Standard. Any regulation developed under Section 307(b) and (c) of the Act (33 USC 1317) and 40 CFR, §403.5.

Qualified Analyst. Any Person who has demonstrated competency in the analysis of Wastewater by submission of their generally recognized documentation of competency to the Borough.

Refrigeration. Maintenance of temperature for storage, preservation of food, or as a process of manufacturing.

Sanitary Sewage. The normal water-carried Domestic Wastes from any improved property, but excluding: effluent from septic tanks or cesspools; rain, snow or stormwater; groundwater; or other collected water from roofs, drains or basements.

Sanitary Sewer. A Sewer carrying only Sanitary Sewage or Industrial Wastes, and to which storm, surface or ground waters are not intentionally admitted.

Sewage Collection System. All facilities of the Authority or any municipality party to a service agreement with the Authority, as of any particular time, used or usable for collecting, transporting, pumping and disposing of Wastewater, which facilities are connected to and served by the Sewage Treatment Plant. The Sewage Collection System includes, but is not necessarily

limited to those facilities owned or operated by the Borough of Freeland Municipal Authority, Foster Township, and Butler Township, or any other Contributing Municipality.

Sewage Treatment Plant. That portion of the Sewer System owned and operated by the Authority, which is designed to provide treatment of Wastewater and discharge of treated effluent to the environment.

Sewer. A pipe or conduit for conveying Wastewater.

Sewer System. The Sewage Collection System, Sewage Treatment Plant, and any Sewers that convey Wastewater to the Sewage Treatment Plant. For the purposes of this Ordinance, "Sewer System" shall also include any sewers that convey Wastewater to the Sewage Treatment Plant from Persons who are, by contract or agreement with the Authority, Users of the Sewer System.

Shall is mandatory: **May** is permissive.

Significant Industrial User (SIU). An Industrial User who (1) has a discharge flow of 25,000 gallons or more of Process Wastewater per average work day; (2) discharges an organic load, in pounds of BOD per average work day, of 5% or more of the average daily organic loading of the Sewage Treatment Plant; (3) is regulated by Categorical Standards, except in cases where the Borough determines that an Industrial User is a Non-Significant Categorical Industrial User (NSCIU); or (4) is determined by the Borough to have the potential of adversely affecting the operation of the POTW, causing Interference or Pass Through, or of violating any Pretreatment Requirement.

Significant Noncompliance (SNC). A Noncompliance which meets or exceeds standards of Significant Noncompliance determined by the Borough and contained in Section 6.11 of this Ordinance.

Significant Violator. Any Industrial User in Significant Noncompliance.

Slug or Slug Load. Any Prohibited Discharge, or Discharge which could cause problems to the POTW.

Spill. Any non-routine episodic Discharge, including, but not limited to, accidental spills and leaks and non-customary batch Discharges, and including any Discharge resulting from control or cleanup activities associated with such an occurrence.

SPCC Plan. A spill prevention, control and countermeasure plan prepared by an Industrial User to minimize the likelihood and intensity of a Slug Load or Spill and to expedite control and cleanup activities should a Slug Load or Spill occur.

Standard Industrial Classification (SIC). A classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1972.

Standard Methods. The latest edition of "Standard Methods for the Examination of Water and Wastewater," published by the Water Pollution Control Federation, the American Public Health Association and the American Waterworks Association.

State. Commonwealth of Pennsylvania.

Stormwater. Any flow occurring during or following any form of natural precipitation and resulting therefrom.

Suspended Solids. The total suspended matter that floats on the surface of, or is suspended in, water, Wastewater or other liquids, and which is removable by laboratory filtering.

Superintendent. The Person designated by the Authority to supervise the operation of the Sewage Treatment Plant and monitor flows in the Sewage Collection System, including Authority Management, or The Authority's duly authorized representative.

Total Solids. The sum of the dissolved and undissolved solid constituents of water or Wastewater.

Total Toxic Organics. The sum of all quantifiable values of various organic pollutants as determined by the Borough or, for certain Categorical Industrial Users, as defined in the applicable Categorical Standard.

Borough. The Borough of Freeland, Luzerne County, Pennsylvania, a municipal corporation existing under the laws of the Commonwealth of Pennsylvania, and the Borough Council thereof, its agents and officials.

Toxic Organic Management Plan. A plan submitted in lieu of testing for Total Toxic Organics in which an Industrial User specifies methods of control to assure that Total Toxic Organics do not routinely enter the Sewer System.

Toxic Pollutants. Any Pollutant or combination of Pollutants listed as toxic in regulations promulgated by the Administrator of the Environmental Protection Agency under the provision of Section 307(a) of the Act, or other acts, or is present in sufficient quantity, either singly or in combination with other Wastewater, so as to present risk of causing Interference or Pass Through, causing harm to humans, animals or plants, or creating a hazard to Persons or property, either in the Sewage Collection System, the Sewage Treatment Plant, or the environment into which it is released.

Unauthorized Discharge. Discharge of an Unauthorized Waste, or a Discharge which otherwise is not in compliance with the requirements of the Industrial Pretreatment Program or other Rules or Regulations of the Borough.

Unauthorized Waste. Any substance which is Discharged into the Sewage Collection System which is not in compliance with the provisions of the Industrial Pretreatment Program, or which is Discharged by a Person in violation of any of the provisions of this Ordinance.

User. Any Person who contributes, causes or permits the Discharge of Wastewater into the Sewer System.

Wastewater. Industrial Wastes or Domestic Wastes from dwellings, commercial buildings, industrial facilities, and institutions, together with any groundwater, surface water, and stormwater that may be present, whether treated or untreated, which enters the Sewer System.

Waters of the State. All streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the State or any portion thereof.

Wastewater Discharge Permit. As set forth in Article V of this Ordinance.

ARTICLE III - PROHIBITED WASTES AND POLLUTANT LIMITATIONS

Section 3.01 Discharge of Stormwaters

No Person shall Discharge or cause or permit to be Discharged any stormwater, surface water, groundwater, roofwater, subsurface drainage, or building foundation drainage into any Sanitary Sewer.

Section 3.02 Prohibited Discharges

No User shall Discharge or cause to be Discharged, directly or indirectly, any Pollutant or Wastewater which will Interfere with the operation or performance of the Sewer System. These general prohibitions apply to all Users whether or not the Users are subject to Categorical Standards or any other Pretreatment Requirements. A User may not Discharge the following substances to the Sewer System:

A. Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the Sewer System or to the operation of the Sewer System. At no time, shall two successive readings on an explosion hazard meter, at the point of discharge into the system (or at any point in the system) be more than five percent (5%) nor any single reading over ten percent (10%) of the Lower Explosive Limit (LEL) of the meter. At no time shall the closed cup flashpoint of the Wastewater be less than 140 degrees Fahrenheit. Prohibited materials include, but are not limited to, the following substances in concentrations which cause exceedance of the above standard: gasoline, kerosene, naphtha, benzene, ethers, alcohols, peroxides, chlorates, perchlorates, bromates, and carbides.

B. Solid or viscous substances which may cause obstruction to the flow in a Sewer or other Interference with the operation of the Sewer System, such as, but not limited to: grease, Garbage with particles greater than one-half inch (1/2") in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar, asphalt residues, residues from refining, or processing of fuel or lubricating oil, mud, or glass grinding or polishing wastes.

C. Any Wastewater having a pH less than 6.0 or higher than 9.0, or Wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, and/or personnel of the Sewer System.

D. Any Wastewater containing Toxic Pollutants in sufficient quantity, either singly or by interaction with other constituents of the Wastewater, to injure or interfere with any Wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the Sewage Treatment Plant, or to exceed the limitation set forth in an applicable Categorical Standard.

E. Any noxious or malodorous liquids, gases, or solids which either singly or by interaction with other substances normally present in the Sewer System are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the Sewer System for maintenance and repair.

F. Any substance which results in the formation or release of toxic gasses, vapors or fumes in a quantity that may cause acute worker health and safety problems.

G. Any petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause Interference or Pass Through, but in no case exceeding 30 mg/L in any composite sample or 50 mg/L in any grab sample.

H. Fats, oils, greases or waxes of animal or vegetable origin in amounts which cause Interference with the POTW, including but not limited to physical obstruction of Sewers.

I. Any substance which may cause the Sewage Treatment Plant's effluent or any other product of the Sewage Treatment Plant such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case, shall a substance discharged to the Sewer System cause the Sewage Treatment Plant to be in noncompliance with sludge use or disposal criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or State criteria applicable to the sludge management method being used.

J. Any substance which will cause the Authority to violate its NPDES and/or State Collection System Permit or applicable receiving water quality standards.

K. Any Wastewater with objectionable color which will Pass Through the Treatment Plant, such as, but not limited to, dye wastes and vegetable tanning solutions.

L. Any Wastewater having a temperature which will inhibit biological activity in the Sewage Treatment Plant resulting in Interference, but in no case Wastewater with a temperature at the Discharge into the Sewer System which exceeds 40° C (104° F).

M. Any Pollutants, including oxygen demanding Pollutants (BOD, etc.) released at a flow rate and/or Pollutant concentration which will cause Interference to the Sewage Treatment Plant or interfere with the operation of the Sewer System. BOD in excess of 250mg/1 in a composite sample, and 500 mg/l in any grab sample is prohibited. In no case shall a Slug Load be discharged.

N. Any Wastewater containing any radioactive wastes or isotopes of such halflife or concentration as may exceed limits established by the Borough or applicable State or Federal regulations.

O. Any trucked or hauled Wastewater or Pollutants except those discharged at points designated by the Authority.

P. Any Wastewater which is incompatible with treatment processes in use at the Sewage Treatment Plant so as to cause Interference or Pass Through.

Q. Any Wastewater containing any compounds or salts of aldrin, dieldrin, endrin, lindane,methoxychlor, toxaphene, dichlorophenoxyacetic acid, trichlorophenoxyproprionic acid, or other persistent herbicides, pesticides or rodenticides.

Section 3.03 Unauthorized Discharges

Discharge of any prohibited substance listed under Section 3.02 shall be considered an Unauthorized Discharge and the Borough may take whatever steps are necessary to halt such a discharge, as set forth in Articles VI and VII of this Ordinance.

Section 3.04 Categorical Standards

A. If the Categorical Standards for a particular Industrial User are more stringent than Local Limits or other requirements imposed under this Ordinance, then the Categorical Standards shall apply. The Borough shall notify all affected Industrial Users of the applicable reporting requirements under 40 CFR, §403.12. The National Categorical Pretreatment Standards are hereby incorporated into the Industrial Pretreatment Program as program requirements for those Industrial Users subject to such Categorical Standards.

B. When the limits in a Categorical Pretreatment Standard are expressed only in terms of pollutant concentrations, the Borough may implement the limits as equivalent mass limits. An Industrial User may request equivalent mass limits from the Borough in writing. Upon receiving such a request the Borough will determine if the Industrial User meets the eligibility criteria for mass limits as listed in Sections 3.04(B)(1)(a) through 3.04(B)(1)(e) below. The Borough may determine that an Industrial User meets the criteria, but choose not to implement the limits as equivalent mass requirements based on other considerations.

1. To be eligible for equivalent mass limits, the Industrial User must:

(a) Employ, or demonstrate that it will employ, water conservation methods and technologies that substantially reduce water use during the term of its control mechanism;

(b) Currently use control and treatment technologies adequate to achieve compliance with the applicable Categorical Pretreatment Standard, and not have used dilution as a substitute for treatment;

(c) Provide sufficient information to establish the facility's actual average daily flow rate for all wastestreams, based on data from a continuous effluent flow monitoring device, as well as the facility's long-term average production rate. Both the actual average daily flow rate and long-term average production rate must be representative of current operating conditions;

(d) Not have daily flow rates, production levels, or pollutant levels that vary so significantly that equivalent mass limits are not appropriate to control the Discharge; and

(e) Have consistently complied with all applicable Categorical Pretreatment Standards during the period prior to the Industrial User's request for equivalent mass limits.

2. An Industrial User subject to equivalent mass limits must:

(a) Maintain and effectively operate control and treatment technologies adequate to achieve compliance with the equivalent mass limits;

(b) Continue to record the facility's flow rates through the use of a continuous effluent flow monitoring device;

(c) Continue to record the facility's production rates and notify the Control Authority whenever production rates are expected to vary by more than 20 percent from its baseline production rates determined in paragraph (1)(c) of this section. Upon notification of a revised production rate, the Control Authority must reassess the equivalent mass limit and revise the limit as necessary to reflect changed conditions at the facility; and

(d) Continue to employ the same or comparable water conservation methods and technologies as those implemented pursuant to paragraph (1)(a) of this section so long as it discharges under an equivalent mass limit.

3. When establishing equivalent mass limits, the Borough:

(a) Will calculate the equivalent mass limit by multiplying the actual average daily flow rate of the regulated process(es) of the Industrial User by the concentration-based daily maximum and monthly average Standard for the applicable Categorical Pretreatment Standard and the appropriate unit conversion factor;

(b) Will, upon notification of a revised production rate, reassess the equivalent mass limit and recalculate the limit as necessary to reflect changed conditions at the facility; and

(c) May retain the same equivalent mass limit in subsequent control mechanism terms if the Industrial User's actual average daily flow rate was reduced solely as a result of the implementation of water conservation methods and technologies, and the actual average daily flow rates used in the original calculation of the equivalent mass limit were not based on the use of dilution as a substitute for treatment pursuant to Section 3.08. The Industrial User must also be in compliance with Section 3.15 (regarding the prohibition of bypass).

Section 3.05 Removal Credits

Where the Sewage Treatment Plant achieves consistent removal of Pollutants limited by Categorical Standards, the Borough may apply to the Approval Authority for modification of specific limits in the Categorical Standards. If the requirements contained in 40 CFR, §403.7, are fulfilled and prior approval from the Approval Authority is obtained, the Borough may then modify Pollutant discharge limits in the Categorical Standards.

Section 3.06 State Requirements

State requirements and limitations on discharges shall apply in any case where they are more stringent than Federal requirements and limitations or those established under this Ordinance.

Section 3.07 Local Limits

The Borough may establish Local Limits regulating the Discharge of specific Pollutants by Industrial Users.

A. Local Limits may be established for any substance which is Discharged, or is likely to be Discharged, to the Sewer System.

B. Local Limits may limit concentration, mass, or a combination of the two.

C. The procedure for the calculation of Local Limits should be as recommended by the Approval Authority. Whenever possible, the calculation of Local Limits shall be technically based, using all available information.

D. Local Limits shall be calculated to prevent Interference; Pass Through; the discharge of toxic materials in toxic amounts; threats to worker health and safety; and physical, chemical or biological damage to the Sewer System.

E. Local Limits shall be applied to all Significant Industrial Users and shall be included in all Wastewater Discharge Permits. Local Limits may be applied to other Industrial Users if deemed appropriate by the Borough.

F. Discharging any pollutant in excess of a Local Limit established for that Pollutant shall constitute an Unauthorized Discharge. Such a Discharge is subject to the actions and penalties set forth herein.

Section 3.08 Prohibition on Dilution

No Industrial User shall, in any way, attempt to dilute a Discharge as a partial or complete substitute for adequate Pretreatment to achieve compliance with the limitations contained in applicable Categorical Standards, or in any other pollutant-specific limitation, including Local Limits, developed by the Borough or State.

Section 3.09 Slug Loads and Spills

Each Industrial User shall provide protection from Spills or accidental Discharges that result in Unauthorized Discharges or Slug Load Discharges. Facilities to prevent Spills and Slug Loads shall be provided and maintained at the Owner or Industrial User's own cost and expense.

A. **Notification**

1. In the case of a Spill or Slug Load or other Unauthorized Discharge, it is the responsibility of the Industrial User to immediately telephone and notify the Superintendant of the incident. The notification shall include location of Discharge, type of waste, concentration and volume, corrective actions being taken or planned, and expected duration.

2. In the event a change is made at a facility that affects the potential for discharge of a Spill or Slug Load, or other Unauthorized Discharge the Industrial User shall immediately notify the Borough of the change.

B. **Notice to Employees** A notice shall be permanently posted on the Industrial User's bulletin board or other prominent place advising employees whom to call in the event of a Spill or other Unauthorized Discharge. Employers shall insure that all employees who may cause or suffer such a Discharge to occur are advised of the emergency notification procedure.

C. **Written Notice** Within five (5) days following a Spill, Slug Load, or other Unauthorized Discharge, the Industrial User shall submit to the Borough a detailed written report describing the cause of the Discharge and the measures to be taken by the Industrial User to prevent similar future occurrences. Such notification shall not relieve the Industrial User of any expense, loss, damage, or other liability which may be incurred as a result of damage to the Sewer System, fish kills, or any other damage to Person or property; nor shall such notification relieve the Industrial User of any fines, civil penalties, or other liability which may be imposed by this Ordinance or
applicable law.

D. **SPCC Plans** All existing Significant Industrial Users shall complete and obtain approval of a Spill Prevention Control and Countermeasure (SPCC) Plan, or provide acceptable evidence that such a Plan is not necessary for their facility. No Significant Industrial User who commences Discharge to the Sewer System after the effective date of this Ordinance shall be permitted to introduce Pollutants into the Sewer System until this requirement has been fulfilled. Industrial Users other than Significant Industrial Users may be required to submit a SPCC Plan at the discretion of the Borough. Such Plans shall, at a minimum, contain the elements specified in 40 CFR §403.8(f)(2)(v)(A)-(D). SPCC Plans shall be submitted to the Borough for review, and shall be approved by the Borough before implementation of the Plan or construction of any required facilities. Review and approval of such Plans, facilities and operating procedures by the Borough shall not relieve the Industrial User from the responsibility to modify its facility as necessary to meet the requirements of the Industrial Pretreatment Program.

Section 3.10 Drainage of Water Filtration Systems

Discharge of filter backwash water to the Sewer System shall be regulated as follows:

A. Granular media filter backwash water may be Discharged to the Sewer System, subject to all of the applicable provisions of this Ordinance.

B. Diatomaceous earth filter backwash, if Discharged to the Sewer System, shall be connected to the Sewer System through settling tanks with no less than three (3) months storage capacity of spent diatomaceous earth, which tanks shall be accessible for removing solid waste for disposal.

Section 3.11 Trucked and Hauled Wastes

A. Discharge of trucked or hauled wastes shall be made at a point designated by the Authority.

B. Such wastes shall conform to all requirements of the Industrial Pretreatment Program regarding Prohibited Discharges, regulated characteristics, Local Limits, or other requirements as to nature and concentration.

C. No trucked or hauled wastes shall be Discharged except as specifically approved by the Authority. The Borough and/or Authority may require testing, reporting, or other specific information to be presented by the Operator or Owner prior to Discharge.

D. In order to implement the provisions of paragraph C of this Section, the Borough and/or Authority may establish a permit system or other means of control, and may set rate, frequency, volume, or other controls on the Discharges from such vehicles.

Section 3.12 Grease and Sand traps

Grease, oil and sand interceptors or traps shall be provided by a User when the Borough determines that such devices are necessary for the proper handling of Wastewaters containing greases, oils or settleable solids. Interceptors and traps shall be installed, operated, maintained and cleaned properly, so that they will consistently remove the grease, oil or settleable solids. Interceptors and traps shall be properly designed to accommodate the maximum flow rate expected to occur, and shall be located as to be readily and easily accessible for cleaning and inspection.

Section 3.13 Garbage Grinders

The use of mechanical Garbage grinders producing a finely divided mass, properly flushed with an ample amount of water, shall be permitted, upon the condition that no such mechanical Garbage grinder used for commercial or business purposes shall be installed until permission for such use has been obtained from the Borough.

Section 3.14 Notification Requirements - Hazardous Wastes and Hazardous Substances

A. All Industrial Users shall notify the Borough, the EPA Regional Waste Management Division Director, and the Pennsylvania Department of Environmental Protection, Bureau of Waste Management, in writing, of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR part 261. Such notification shall include the name of the hazardous waste, as set forth in 40 CFR part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the Industrial User discharges more than 100 kilograms of such waste per calendar month, the notification shall also include the following information, to the extent that it is known and readily available to the Industrial User:

1. An identification of the hazardous constituents contained in the waste;

2. An estimation of the mass and concentration in the Wastewater of all such constituents discharged in the most recent month; and

3. An estimate of the mass and concentration of such constituents expected to be discharged during the following twelve months.

B. Industrial Users that commence discharge after the effective date of this Ordinance shall submit the report within 180 days of first discharge of the hazardous waste, except as provided in paragraph D of this Section.

C. The required report need be submitted only once for each hazardous waste discharged. Industrial Users regulated under Categorical Standards which have already submitted such information in baseline monitoring reports or periodic compliance reports do not have to report this information again.

D. Industrial Users that Discharge less than fifteen (15) kilograms of hazardous wastes in a calendar month do not have to comply with these reporting requirements. This exemption does not apply to acute hazardous wastes as specified in 40 CFR §261.30(d) and 261.33(e).

E. An Industrial User shall notify the Borough within 5 days of becoming aware of any Discharges of reportable quantities of listed or unlisted Hazardous Substances, as defined at 40 CFR § 302.4 (CERCLA Hazardous Substances). This notification shall include the time of release; the name of the substance; the identifying CAS number, if known; and the approximate quantity Discharged. If the Discharge constitutes a Spill, change in Wastewater constituents, or Slug Load, other reporting requirements of the Industrial Pretreatment Program may also apply.

F. Each notification required by this section shall include a statement certifying that the Industrial User has a program in place to reduce the volume and/or toxicity of the Discharged wastes to the extent that it is economically practical. This statement shall be signed by the Authorized Representative of the Industrial User.

Section 3.15 Bypass

A. Bypass is prohibited, and the Borough may take enforcement action against an Industrial User for a bypass, unless;

1. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage. Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

2. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment

should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance; and

3. The Industrial User submitted notices as required under paragraph (C) of this section.

B. An Industrial User may allow any bypass to occur which does not cause Pretreatment Standards or Requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of paragraphs (A), (C) and (D) of this section.

C. If an Industrial User knows in advance of the need for a bypass, it shall submit prior notice to the Borough, if possible at least ten days before the date of the bypass. The Borough may approve an anticipated bypass, after considering its adverse effects, if the Borough determines that it will meet the three conditions listed in paragraphs (A)(1) through (A)(3) of this section.

D. An Industrial User shall submit oral notice of an unanticipated bypass that exceeds applicable Pretreatment Standards to the Borough within 24 hours from the time the Industrial User becomes aware of the bypass. A written submission shall also be provided within 5 days of the time the Industrial User becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The Borough may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.

ARTICLE IV - FEES

Section 4.01 Purpose

It is the purpose of this section to provide for the recovery of costs from Industrial Users of the Sewer System for the implementation of the Industrial Pretreatment Program established herein. The applicable charges or fees shall be set forth in the Borough's Schedule of Charges and Fees.

Section 4.02 Fees that may be Charged

The Borough may adopt charges and fees which may include:

A. Fees for reimbursement of costs of setting up and operating the Industrial Pretreatment Program;

B. Fees for monitoring, inspections and surveillance procedures;

C. Fees for reviewing accidental discharge procedures and construction;

D. Fees for Wastewater Discharge Permit applications;

E. Fees for filing appeals;

F. Fees for consistent removal (by the Sewage Treatment Plant) of Pollutants otherwise subject to Categorical Standards; and

G. Other fees as the Borough may deem necessary to carry out the requirements contained herein, including surcharge fees for violation of permit limits.

These fees relate solely to the matters covered by this Ordinance and are separate from all other fees chargeable by the Borough.

ARTICLE V - PERMITS AND REPORTS FOR INDUSTRIAL WASTE DISCHARGED INTO THE SEWER SYSTEM

Section 5.01 Requirement for Wastewater Discharge Permits

Discharge of any Industrial Waste to the Sewer System without a Wastewater Discharge Permit, except as authorized by the Borough in accordance with the provisions of this Ordinance, is an Unauthorized Discharge and subject to the penalties provided herein.

Section 5.02 Significant Industrial Users

A. All Significant Industrial Users, including those meeting the description of a Middle Tier Categorical Industrial User, proposing to connect to or to Discharge to the Sewer System shall obtain a Wastewater Discharge Permit before connecting to or Discharging to the Sewer System.

B. At the discretion of the Borough, General Permits may be available for groups of Significant Industrial Users. Upon review of an application for a new or renewal Wastewater Discharge Permit the Borough may recommend that a Significant Industrial User be covered under a general permit. When applying for a new or renewed discharge permit, an industrial user may also request coverage under a general permit. To be eligible for coverage under a general permit the SIU must meet the following criteria, as determined by the Borough, when compared with other facilities covered under the general permit:

1. Involve the same or substantially similar types of operations;

2. Discharge the same types of wastes;

3. Require the same effluent limitations;

4. Require the same or similar monitoring; and

5. In the opinion of the Borough, are more appropriately controlled under a general control mechanism than under individual control mechanisms.

C. The Borough may not control a Significant Industrial User through a general control mechanism where the facility is subject to production-based Categorical Pretreatment Standards or Categorical Pretreatment Standards expressed as mass of pollutant discharged per day or for Industrial Users whose limits are based on the Combined Wastestream Formula or Net/Gross calculations.

Section 5.03 Other Industrial Users

Industrial Users which are not Significant Industrial Users do not require a Wastewater Discharge Permit, but are required to comply with all other provisions of this Ordinance. If an Industrial User makes changes to processes, flow, Wastewater concentration, Wastewater characteristics, or other changes which result in the Industrial User meeting the definition of Significant Industrial User, the Industrial User shall immediately upon becoming aware that such a change has occurred, or ninety (90) days prior to such a change if it is planned, notify the Borough and apply for a Wastewater Discharge Permit.

Section 5.04 Permit Applications

Industrial Users required to obtain a Wastewater Discharge Permit shall complete and file with the Borough, an application in the form prescribed by the Borough, and accompanied by the fee prescribed in the Borough's schedule of fees, at least 90 days prior to connecting to or Discharging to the Sewer System. In support of the application, the Industrial User shall submit, in units and terms appropriate for evaluation, the following information:

A. Facility name, address, location, (if different from the address), and the name and phone number of a facility contact.

B. SIC number or numbers according to the Standard Industrial Classification Manual, Bureau of the Budget, 1972, as amended;

C. Wastewater constituents and characteristics as required by the Borough, as determined by a Qualified Analyst; sampling and analyses shall be performed in accordance with procedures established by the EPA pursuant to Section 304(g) of the Act and contained in 40 CFR, Part 136, as amended;

D. Each product by type, amount, process or processes and rate of production;

E. Type and amount of raw materials processed (average and maximum per day);

F. Number and type of employees, and hours of operation of plant and proposed or actual hours of operation of pretreatment system;

G. Time and duration of Wastewater or Industrial Waste contribution;

H. Average daily and 30 minute peak Wastewater flow rates, including daily, monthly and seasonal variation if any;

I. Site plans, floor plans, mechanical and plumbing plans and details to show all Building Sewers, Sewer connections, and appurtenances by the size, location and elevation;

J. Description of activities, facilities and plant processes on the premises including all materials which are or could be Discharged, and a proposed discharge sampling location;

K. The nature and concentration of any Pollutants in the Discharge which are limited by any Borough, State, or Federal Pretreatment Requirements (including Local Limits), or Categorical Standards, and a statement regarding whether or not the Categorical Standard or Pretreatment Requirements are being met on a consistent basis and, if not, how the Industrial User proposes to meet the Categorical Standards and/or Pretreatment Requirements, including whether additional Operation and Maintenance (O&M) and/or additional Pretreatment is required for the Industrial User to meet the applicable Categorical Standard or Pretreatment Requirement. If the applicant is a Categorical Industrial User, this statement shall be signed by a Certified Professional;

L. If additional Pretreatment and/or O&M will be required to meet Categorical Standards, Prohibitive Discharge Standards, or other Pretreatment Requirements (including Local Limits), the shortest schedule by which the Industrial User will provide such additional facilities or procedures shall be developed and submitted. The completion date of this schedule shall not be later than the compliance date established for any applicable Categorical Standard.

The following conditions shall apply to this schedule:

(1) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional Pretreatment required for the Industrial User to meet the applicable Categorical Standards or other Pretreatment Requirements (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.).

(2) No increment referred to in subparagraph (1) shall exceed 9 months.

(3) Not later than 14 days following each date in the schedule and the final date for compliance, the Industrial User shall submit a progress report to the Borough including, as a minimum, whether or not it complied with the increment of progress to be met on such date, and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the Industrial User to return the construction to the schedule established. In no event shall more than 9 months elapse between such progress reports to the Borough.

M. Compliance information for any applicable best management practices.

N. Any other information as may be deemed by the Borough to be necessary to evaluate the application.

O. The application shall be signed and attested to by an Authorized Representative of the Industrial User.

The Borough will evaluate the data furnished by the Industrial User and may require additional information. After evaluation and acceptance of the data furnished, the Borough may issue a Wastewater Discharge Permit subject to terms and conditions provided herein.

Section 5.05 Confidentiality of Applications

A. All information required by the Borough in the Permit application shall be provided by the Industrial User to the best of its ability.

B. If information regarding raw materials, processes, production rates or other manufacturing information is regarded as confidential by the Industrial User, such information shall be marked "confidential" on the application form.

C. Confidentiality shall not apply to information regarding the flow of or the constituents in the Industrial Wastewater Discharge.

D. Information accepted by the Borough as confidential shall be handled as detailed in Section 5.19 of this Article.

Section 5.06 Wastewater Discharge Permit Conditions

Wastewater Discharge Permits shall be expressly subject to all provisions of this Ordinance and all other applicable regulations, user charges and fees established by the Borough. Permits shall contain the following:

A. Limits on Wastewater constituents and characteristics, including Local Limits and/or Categorical Standards, as applicable;

B. List of Prohibited Discharges, as presented in Article III of this Ordinance;

C. Requirements for submission of technical reports or discharge reports, including the information to be contained and the signatory requirements of these reports;

D. Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests and reporting schedule;

E. Requirements for maintaining and retaining records relating to Industrial Waste, and Wastewater Discharges, wastewater characteristics and Best Management Practices as specified by the Borough, and affording the Borough access thereto;

F. Requirements for notification to the Borough of any new introduction of Wastewater constituents or any substantial change in the volume or character of the Wastewater constituents being Discharged into the Sewer System;

G. Requirements for notification of Spills or Slug Loads and any changes affecting the potential for Spills or Slug Loads as per Article III, Section 3.09;

H. Statement of duration of the Wastewater Discharge Permit;

I. Notification of the rules regarding transferability, as stated in Section 5.07 of this Article;

J. Notification of penalties provided for Noncompliance as contained in Article VII of this Ordinance;

K. Notification of right of appeal.

Permits may also contain other information, including, but not limited to:

L. Limits on average and maximum rate and time of discharge or requirements for flow regulation and equalization;

M. Requirements for installation and maintenance of inspection and sampling facilities;

N. Requirements for installation and maintenance of Pretreatment facilities;

O. Requirements for developing and implementing special plans or practices such as Toxic Organic Management plans, best management or housekeeping practices, or other such procedures;

P. Compliance schedules;

Q. The unit charge or schedule of User charges and fees for the Wastewater to be discharged to the Sewer System;

R. Applicable slug control requirements.

S. Other conditions as deemed appropriate by the Borough to ensure compliance with this or any other applicable Ordinance or Ordinance.

Section 5.07 Transferability of Permits

Wastewater Discharge Permits are issued to a specific Industrial User for a specific operation. A Wastewater Discharge Permit shall not be reassigned or transferred or sold to a new Person, new Industrial User, different premises, or a new or changed operation without the approval of the Borough. Any succeeding Industrial User shall also comply with the terms and conditions of the existing Wastewater Discharge Permit. The Borough may, at its discretion, deny the transfer of a Wastewater Discharge Permit and require application for a new Wastewater Discharge Permit under the provisions of this Article.

Section 5.08 Duration of Wastewater Discharge Permits

Wastewater Discharge Permits shall be issued for a specified time period, not to exceed five (5) years. A Wastewater Discharge Permit may be issued for a period of less than five years or may be dated to expire on a specific date. The Industrial User shall apply for reissuance of the Wastewater Discharge Permit a minimum of 180 days prior to the expiration of the Industrial User's existing Wastewater Discharge Permit. The terms and conditions of the Wastewater Discharge Permit may be subject to modification by the Borough during the term of the Wastewater Discharge Permit as limitations or requirements as identified in Article III are modified or other just cause exists. The Industrial User shall be informed of any proposed changes in its Wastewater Discharge Permit at least 30 days prior to the effective date of change.

Any changes or new conditions in the Wastewater Discharge Permit shall include a reasonable time schedule for compliance.

Section 5.09 Delayed Permit Renewal

A. If the Industrial User has complied with the terms of the Wastewater Discharge Permit and this Ordinance, and has applied for renewal as provided for in Section 5.08 of this Article, and the Wastewater Discharge Permit is not renewed on or before the expiration date through no fault of the Industrial User, then the existing Wastewater Discharge Permit shall remain in effect until it is re-issued or rescinded by the Borough.

B. If the Wastewater Discharge Permit is not renewed because of a failure of the Industrial User to apply for renewal in a timely fashion or through an act or omission of the Industrial User, then Discharge of Industrial Waste by the Industrial User without a Wastewater Discharge Permit is an Unauthorized Discharge and is subject to the enforcement provisions of this Ordinance.

Section 5.10 Appeal of Wastewater Discharge Permits

A. Any Industrial User that is issued a Wastewater Discharge Permit may appeal the Permit conditions, in whole or in part. Appeal procedures shall be as set forth in Article VI, Section 6.07 of this Ordinance.

B. During the process of appeal, the Wastewater Discharge Permit shall remain in effect and shall be enforced with the exception of those conditions specified in writing in the appeal. Conditions imposed by Federal or State Regulations (e.g. - Categorical Standards) shall not be waived. Conditions which, in the opinion of the Borough, would constitute a hazard or pose a potential threat of Pollution if waived, shall not be waived during an appeal.

Section 5.11 Baseline Monitoring Reports

A. As soon as possible following the promulgation of a Categorical Standard, the Wastewater Discharge Permit of Industrial Users subject to such standards shall be revised, if necessary, to require compliance with such Categorical Standard within the time frame prescribed by the Categorical Standard.

B. Where an Industrial User, subject to a newly promulgated Categorical Standard, has not previously submitted an application for a Wastewater Discharge Permit as required by Article V, Section 5.04, the Industrial User shall, within 180 days after the promulgation of the applicable Categorical Standard:

(1) Apply for a Wastewater Discharge Permit; and

(2) Provide the baseline monitoring information required by 40 CFR §403.12(b). This information may be incorporated into the application for a Wastewater Discharge Permit.

C. An Industrial User with an existing Wastewater Discharge Permit shall submit to the Borough within 180 days after the promulgation of an applicable Categorical Standard the information required by 40 CFR § 403.12(b).

D. A New Source, or an Industrial User that becomes a Categorical Industrial User through a change in facilities or processes, shall submit a report containing the information required by 40 CFR § 403.12(b) at least 90 days prior to commencement of Discharge from the regulated process or facility.

Section 5.12 Categorical Compliance Report

Within 90 days following the date for final compliance with applicable Categorical Standards or, in the case of a New Source, following commencement of the Discharge of Industrial Waste from processes regulated by Categorical Standards into the Sewer System, any Industrial User subject to Categorical Standards shall submit to the Borough a report indicating the nature and concentration of all Pollutants in the Discharge from the regulated process which are limited by Categorical Standards and the average and maximum daily flow for those process units in the Industrial User's facility which are limited by such Categorical Standards. The report shall certify that the information contained therein concerning Wastewater constituents and flows is representative of discharges during normal workcycles. The report shall state whether the facility is in compliance with applicable best management practices, and if not, include a schedule for implementation of applicable best management practices. The report shall also state whether the applicable Categorical Standards are being met on a consistent basis and, if not, what additional Operation and Management practices and/or Pretreatment is necessary to bring the Industrial User into compliance with the applicable Categorical Standards, and including a schedule for completion of the required actions in the form described in Section 5.04, paragraph L, of this Article. This statement shall be signed by an Authorized Representative of the Industrial User, and certified to by a Certified Professional.

Section 5.13 Periodic Compliance Reports

A. All Significant Industrial Users shall report to the Borough at least twice a year, the date of the report to be as determined by the Borough and contained in the Wastewater Discharge Permit. Reports may be required more frequently, if deemed necessary by the Borough.

B. The Borough may decrease the frequency of periodic compliance reports to no less than once per year for a Significant Industrial User that is designated a Middle Tier Categorical Industrial User (Middle Tier CIU).

C. The reports required under this Section shall contain, at a minimum, the measured concentrations of all Pollutants regulated by the Wastewater Discharge Permit, information necessary to demonstrate compliance with required Best Management Practices, a record of all measured daily flows which exceeded the average daily flow value reported in compliance with Article V, Section 5.04, paragraph H of this Ordinance and the following statement of accuracy and completeness signed and certified by the Authorized Representative of the Significant Industrial User:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage this system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. All wastewater discharge data are representative of normal daily facility operations. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment for willful or knowing violations."

D. For Significant Industrial Users subject to Categorical Standards, if discharge limits are based on mass units per production unit, then production information regarding the regulated processes during the reporting period shall be included in the report, along with flow and concentration values, so that a determination of Compliance or Noncompliance with Categorical Standards can be made.

E. For Significant Industrial Users subject to Categorical Standards, the certification of Compliance with those Standards, signed by a Certified Professional.

F. Users designated by the Borough as Non-Significant Categorical Industrial Users (NSCIUs) must submit the following certification statement to the Borough once each year along with documentation supporting their classification as a NSCIU:

"Based on my inquiry of the person or persons directly responsible for managing compliance with the categorical Pretreatment Standards under 40 CFR ___, I certify, that to the best of my knowledge and belief that during the period from _____, _____ to _____, _____[months, days, year]: (a) The facility described as_____[facility name] met the definition of a non-significant categorical Industrial User as described in §403.3(v)(2); (b) the facility never discharged more than 100 gallons of total categorical wastewater on any given day during this reporting period. This compliance certification is based upon the following information:_____"

Section 5.14 Reporting and Resampling of Discharge Limit Violations

A. If, upon receipt of valid sampling and testing results, a Significant Industrial User becomes aware that a violation of Discharge limits has occurred, the Significant Industrial User shall, within 24 hours of becoming aware of the violation, notify the Borough of this fact. Within 30 days of becoming aware of the violation, the Significant Industrial User shall also sample and analyze its discharge(s) for each parameter found to be in violation and report the results of the re-sampling and analysis to the Borough.

B. Each Significant Industrial User shall have a duty, on receipt of validly obtained sampling and analysis results, of inspecting the results and determining if any Wastewater Discharge Permit condition has been violated. Failure to examine and compare testing

results with Wastewater Discharge Permit conditions shall not be a valid defense for failure to comply with these reporting conditions.

Section 5.15 Sampling and Analysis

A. All sampling and analysis performed in compliance with Wastewater Discharge Permit conditions or to prepare the reports required in Sections 5.11, 5.12, 5.13 and 5.14 of this Article shall be accomplished using techniques specified in 40 CFR Part 136, or alternative procedures approved by the Administrator, or using procedures described in Standard Methods if no EPA-approved procedure exists.

B. Grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organic compounds. For all other pollutants, 24-hour composite samples must be obtained through flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the Borough. Where time-proportional composite sampling or grab sampling is authorized by the Borough, the samples must be representative of the Discharge and the decision to allow the alternative sampling must be documented in the Industrial User file for that facility or facilities.

C. All samples taken for purposes of demonstrating compliance must be based upon data obtained through appropriate sampling and analysis performed during the period covered by the report, which data are representative of normal conditions occurring during the reporting period.

D. If an Industrial User subject to the reporting requirements of this Article monitors any pollutant more frequently than required by the Borough using procedures as specified in Paragraph A., above, the results of this monitoring shall be provided to the Borough with the periodic compliance report required by Section 5.13. If the additional monitoring indicates that a violation of Pretreatment Requirements has occurred, then the provisions of Section 5.14 shall apply. It shall be a violation of the provisions of the Pretreatment Program to obtain several sample analyses for the purpose of selecting and submitting only those analyses that show Compliance with Pretreatment Requirements.

Section 5.16 Monitoring Facilities

A. The Borough may require an Industrial User to provide and operate at the Industrial User's own expense, monitoring facilities to allow inspection, sampling, and flow measurement of the Wastewater or Industrial Waste Discharge. The monitoring facility should normally be situated on the Industrial User's premises, but the Borough may, when such a location would be impractical or cause undue hardship on the Industrial User, allow the facility to be constructed in the public street or sidewalk area and located so that it will not be obstructed by landscaping or parked vehicles.

B. There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling, and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the Industrial User.

C. Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the Borough's requirements and all applicable local construction standards and specifications. Construction shall be completed within 90 days following written notification by the Borough.

Section 5.17 Inspections

The Borough may inspect the facilities of any User to ascertain whether the purpose of this Ordinance is being met and all requirements are being complied with. Persons or occupants of premises connected to the sewage collection system and/or where Wastewater is created or discharged shall allow the Borough or its representative ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, records examination and copying or in the performance of any of their duties. The Borough, its agents (including the Authority), and EPA shall have the right to set up on the User's property such devices as are necessary to conduct sampling, inspection, compliance monitoring and/or metering operations. Where a User has security measures in force which would require proper identification and clearance before entry onto their premises, the User shall make necessary arrangements with its security guards so that upon presentation of suitable identification, personnel from the Borough, the Authority, any state environmental agency, and EPA will be permitted to enter, without delay, for the purpose of performing their specific responsibilities.

Section 5.18 Pretreatment Facilities

Industrial Users shall provide necessary Wastewater Pretreatment as required to comply with this Ordinance and shall achieve Compliance with all applicable Categorical Standards within the time limitations as specified by the applicable Categorical Standards. Any facilities required for Pretreatment shall be provided, operated, and maintained at the Industrial User's expense. Detailed plans showing the Pretreatment facilities and operating procedures shall be submitted to the Borough for review, and shall be acceptable to the Borough before construction of the facility. The review of such plans and operating procedures will in no way relieve the Industrial User from the responsibility of modifying the facility as necessary to produce a Discharge which complies with the provisions of this Ordinance. Any subsequent changes in the Pretreatment facilities or method of operation shall be reported to and be acceptable to the Borough prior to the Industrial User's initiation of the changes. The review and acceptance of plans and procedures by the Borough shall not be considered as an approval regarding their efficacy, safety or reliability; such considerations are solely the responsibility of the Industrial User.

Section 5.19 Confidentiality

A. Information and data on an Industrial User obtained from reports, questionnaires, Wastewater Discharge Permit applications and monitoring programs and from inspections shall be available to the public or any governmental agency without restriction unless the Industrial User specifically requests and is able to demonstrate to the satisfaction of the Borough that the release of such information, processes or methods of production are entitled to protection as trade secrets of the Industrial User.

B. When requested by the Person furnishing a report, and supported by evidence acceptable to the Borough as to need for protection as confidential material, the portion of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available upon written request to governmental agencies for uses related to this Ordinance, the Authority's NPDES Permit, any State permit and/or the Industrial Pretreatment Program; provided, however that such portions of a report shall be available for use by the EPA, the State or any State agency in judicial review or enforcement proceedings involving the Person furnishing the report. Wastewater constituents and characteristics will not be recognized as confidential information.

C. The Borough shall maintain a secure place to store records containing confidential information and shall insure that all records marked as confidential are kept secure from casual or public scrutiny.

D. When information accepted by the Borough as confidential is transmitted to any government agency, a notification to the Industrial User shall be provided listing the confidential information transmitted, and the governmental entity requesting it.

Section 5.20 Change in Operations

A. Any Significant Industrial User contemplating or planning a change in the manufacturing process, raw materials, auxiliary processes, Pretreatment processes or other changes which may result in changes to Wastewater character, composition, volume or rate of flow, shall notify the Borough in writing at least 30 days prior to making such a change, or if the change is unplanned, immediately upon making the change. The report shall include all information necessary to determine the effect on the Wastewater of the change.

B. The Borough may, on receipt of such a report:

1. Continue an existing Wastewater Discharge Permit in effect;

2. Require application for a new Wastewater Discharge Permit;

3. Modify an existing Wastewater Discharge Permit to reflect the changed nature of the waste;

4. Rescind and re-issue an existing Wastewater Discharge Permit in order to make substantial changes in Wastewater Discharge Permit conditions;

5. Revoke an existing Wastewater Discharge Permit or require the Industrial User to cease or prevent the Discharge; or

6. Take such other action as it deems appropriate.

C. Facilities permitted as Middle Tier Categorical Industrial Users (Middle Tier CIUs) must notify the Borough immediately of any changes at its facility causing it to no longer meet Middle Tier eligibility criteria. Upon notification, the Industrial User must immediately begin complying with the minimum reporting as described in Section 5.13(A).

Section 5.21 Records

A. The Borough shall keep and maintain all records relating to the administration and enforcement of the Industrial Pretreatment Program, including but not limited to Wastewater Discharge Permit applications, investigations and calculations, Wastewater Discharge Permits, inspection reports, Industrial User reports, reports of compliance with Best Management Practices, sampling results and enforcement activities, for a minimum of three years. In cases of on-going litigation, records shall be maintained as long as they may be required.

B. The Borough shall keep and maintain documentation to support a determination that a significant industrial user meets the criteria to be permitted under a general permit, a copy of the user's general permit, and a copy of the user's request for coverage under a general permit, for a minimum of three years after expiration of a general permit.

C. The Borough shall keep and maintain documentation to support a determination that a facility qualifies as a Middle Tier CIU, for a minimum of three years after expiration of the permit establishing requirements based on the middle tier determination.

D. All Industrial Users shall keep and maintain records of monitoring activities and results, records of compliance with Best Management Practices, Wastewater Discharge Permits, and reports to the Borough for a minimum of 3 years. In cases of on-going litigation such records shall be maintained as long as they may be required.

ARTICLE VI - ENFORCEMENT

Section 6.01 Right to Refuse

The Borough reserves the right to refuse to accept Wastewater, or combinations of Wastewater, which are Discharged in violation of the terms or conditions of this Ordinance, or the written directions of the Borough issued pursuant to the conditions of this Ordinance. The Borough may take such steps as it deems necessary, as outlined in this Ordinance, to compel discontinuance of use of the Sewer System or Pretreatment of Industrial Wastes in order to comply with the provisions of this Ordinance.

Section 6.02 Suspension of Permit

A. The Borough may suspend the Wastewater Discharge Permit when such suspension is necessary, in the opinion of the Borough, in order to stop an actual or threatened Discharge which presents or may present an imminent or substantial endangerment to the health or welfare of Persons, to the environment, causes Interference or Pass Through, or causes the Authority to violate any condition of its NPDES Permit or any other Federal or State law, rule, regulation or permit condition.

B. Any Industrial User notified of a suspension of its Wastewater Discharge Permit shall immediately stop or eliminate the Discharge. In the event of a failure of the Industrial User to comply voluntarily with the notice of suspension, the Discharge shall be considered an Unauthorized Discharge and the Borough shall take such steps as deemed necessary, including immediate severance or plugging of the connection between the Building Sewer and the Sewage Collection System, to prevent or minimize damage to the Sewer System or endangerment to the environment or any property or Person.

C. The Borough may reinstate the Wastewater Discharge Permit upon submission of proof by the Industrial User of the elimination of the Unauthorized Discharge. A detailed written statement submitted by the Industrial User describing the causes of the Unauthorized Discharge and the measures taken to prevent any future occurrence shall be submitted to the Borough within 15 days of the date of occurrence.

Section 6.03 Revocation of Permit

A. Any Industrial User who violates the following conditions of this Ordinance, or applicable State and Federal regulations, is subject to having its Wastewater Discharge Permit revoked.

1. Failure of an Industrial User to factually report the Wastewater constituents and characteristics of its discharge in any application for a Wastewater Discharge Permit, or in any reports required by Article V, Sections 5.11, 5.12, 5.13, or 5.14 of this Ordinance;

2. Failure of the Industrial User to report significant changes in operations, or Wastewater constituents and characteristics as required in Article V, Section 5.20 of this Ordinance;

3. Refusal of reasonable access to the Industrial User's premises for the purpose of inspection or monitoring; or

4. Significant Noncompliance with conditions of the Wastewater Discharge Permit.

B. Discharge of any Industrial Waste to the Sewer System by a Significant Industrial User without a Wastewater Discharge Permit is an Unauthorized Discharge, as provided in Article V, Section 5.01, and is subject to the penalties provided herein.

Section 6.04 Notice of Violation

Whenever the Borough finds that any Industrial User has violated or is violating the provisions of the Industrial Pretreatment Program, its Wastewater Discharge Permit, or any prohibition, limitation or requirements contained herein, the Borough may serve upon such Industrial User a written notice stating the nature of the violation, and requiring a response

within a specified time. Responses required of Industrial Users may include, but are not restricted to, actions, plans, compliance schedules, or written explanations.

Section 6.05 Show Cause Hearing

A. The Borough may require any Industrial User who causes or allows an Unauthorized Discharge to enter the Sewer System, or who violates any condition or requirement of the Industrial Pretreatment Program or its Wastewater Discharge Permit, to show cause before the Borough why the proposed enforcement action should not be taken. A notice shall be served on the Industrial User specifying the time and place of a hearing to be held by the Borough regarding the violation, the reasons why the action is to be taken, the proposed enforcement action, and directing the Industrial User to show cause before the Borough why the proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail (return receipt requested) at least ten days before the hearing. Service may be made on any agent or officer of a corporation if the Industrial User is a corporation.

B. The Borough may itself conduct the hearing and take the evidence, or may designate any of its members or any representative of the Borough to:

1. Issue in the name of the Borough notices of hearings requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in such hearings;

2. Take the evidence;

3. Transmit a report of the evidence and hearing, including transcripts and other evidence, together with recommendations to the Borough for action thereon.

C. At any hearing held pursuant to this Section, testimony taken must be under oath and recorded stenographically. The transcript, so recorded, will be made available to any member of the public or any party to the hearing upon payment of the usual charges thereof.

D. After the Borough has reviewed the evidence, it may, in writing, direct the Industrial User to take certain actions to correct the Unauthorized Discharge or to achieve Compliance. The actions which may be directed include, but are not limited to:

1. Installation of Pretreatment facilities or equipment;

2. Modification or additions to existing Pretreatment facilities or equipment;

3. Initiation of management practices which are required to alter the nature of the Industrial Waste being Discharged;

4. Development or implementation of SPCC plans or other measures;

5. Other measures found to be necessary to correct the Unauthorized Discharge or other Non Compliance.

6. The direction may be in the form of a schedule for compliance, setting dates by which certain actions shall be taken.

E. Failure of an Industrial User to comply with directions issued pursuant to a hearing constitutes a violation of this Ordinance and may be subject to additional actions or penalties as outlined in this Article.

Section 6.06 Administrative Orders

The Borough may issue written directions as described in Section 6.05, paragraph D, of this Article without a Show Cause Hearing if the Borough determines that such directions are necessary to correct conditions or remedy continuing violations of this Ordinance or any Wastewater Discharge Permit or other requirements of the Industrial Pretreatment Program, the Borough or Federal or State regulations.

Section 6.07 Right of Appeal

A. An Industrial User may appeal the enforcement actions enumerated above in Sections 6.02, 6.03, 6.05 and 6.06 of this Article, or Wastewater Discharge Permit conditions, in whole or in part. An appeal is subject to the following requirements.

1. The appeal must be made in writing to the Borough.

2. The appeal must be made within thirty (30) calendar days from the date of receipt of the Wastewater Discharge Permit, written directions, or notice of suspension or revocation of a Wastewater Discharge Permit being appealed by the Industrial User.

3. The appeal must state the specific provision(s) of a Wastewater Discharge Permit or the specific directions of the Borough which are being contested.

4. The appeal must state the reasons for the appeal of each provision.

5. The appeal may suggest alternate or revised provisions to replace those appealed.

B. Provisions mandated by Federal or State regulations (e.g., compliance with Categorical Standards) shall not be appealed.

C. An appeal shall be made to the Borough, and shall be reviewed by any designated representative(s) of the Borough, provided:

1. The representative shall not be the Pretreatment Coordinator; and

2. The representative is not the Superintendent.

D. Within 60 days of receipt, the representative(s) reviewing the appeal shall report in writing to the Borough the results of the review. The report shall contain, at a minimum:

1. A summary of each item appealed, the appellant's reasons for appeal, and the appellant's proposed remedies, if any.

2. The finding of merit for each point, and the reason(s) for finding.

3. For each point found to be with merit, a proposed remedy, and a finding that the remedy is allowable under the provisions of the Industrial Pretreatment Program, and all applicable Federal, State and local rules, regulations and laws.

E. The Borough shall review the report and, at one or more regular or special public meetings, take any additional testimony offered by the appellant, reviewer, Pretreatment Program Coordinator, or other interested party. The Borough shall, within 45 days of the conclusion of testimony, decide to:

1. Grant the appeal or portions of the appeal, applying such remedies as it deems proper; or

2. Deny the appeal.

This decision constitutes final administrative action.

Section 6.08 Civil Actions

If any Person violates the provisions of the Industrial Pretreatment Program, including local Federal or State Pretreatment Requirements, Categorical Standards, or any Wastewater Discharge Permit or written directions issued by the Borough, the Borough may commence an action for appropriate legal and/or equitable relief in the Court of Common Pleas of Luzerne County.

Section 6.09 Injunctive Relief

If any Person causes or permits an Unauthorized Discharge to occur, or otherwise violates the conditions imposed by the Industrial Pretreatment Program or any Wastewater Discharge Permit or written directions issued by the Borough, or any Federal or State Pretreatment Requirement or Categorical Standard, the Borough may commence an action in the Court of Common Pleas of Luzerne County for injunctive relief to stop the Unauthorized Discharge, or to require Compliance with the applicable condition.

Section 6.10 Enforcement Response Plan

The Borough may develop an Enforcement Response Plan to guide the Pretreatment Coordinator in the administration of the Industrial Pretreatment Program. The Enforcement Response Plan shall meet the requirements of 40 CFR § 403.8(f)(5) regarding the contents of Enforcement Response Plans. The Pretreatment Coordinator shall be guided by the Enforcement Response Plan when reviewing Industrial User reports, inspection results and other compliance information, and when recommending to the Borough enforcement action in response to Noncompliance.

Section 6.11 Significant Violators

The Borough shall publish annually, a list of Industrial Users that were found to be in Significant Noncompliance during the previous calendar year. The list shall be published in a newspaper of general circulation within the municipalities served by the Sewage Collection System. Significant Noncompliance shall be determined using measures of rate, magnitude, and type of Noncompliance, as delineated below:

A. Chronic violations of Local Limits, Prohibitive Discharge Standards, Categorical Standards, or other numerical limitations on Discharges of Industrial Waste. A Chronic violation occurs if sixty-six percent (66%) or more of all the measurements taken for the same pollutant parameter during a six (6) month period exceed (by any magnitude) a numeric Pretreatment Standard or requirement, including instantaneous limits.

B. Technical Review Criteria (TRC) violations of Local Limits, Prohibitive Discharge Standards, Categorical Standards, or other numerical limitations on Discharges of Industrial Waste. A TRC violation occurs if thirty-three percent (33%) or more of all of the measurements taken for the same pollutant parameter during a six (6) month period equal or exceed (by any magnitude) a numeric Pretreatment Standard or requirement, including instantaneous limits, multiplied by the applicable TRC. For conventional Pollutants (BOD, Total Suspended Solids and fats, oil and grease), the TRC equals one and four-tenths (1.4); for all other Pollutants except pH, the TRC equals one and two-tenths (1.2).

C. Any violation of Local Limits, Prohibitive Discharge Standards, Categorical Standards, or other Standard or Requirement for Discharges of Industrial Waste which the Borough determines has caused, alone or in combination with other discharges, Pass Through or Interference, or has endangered the health or safety of Sewer System maintenance or operating personnel or the public.

D. Any Discharge that has caused imminent endangerment to human health, welfare or the environment, or has caused the Borough to exercise its emergency authority under Section 6.02 of this Ordinance.

E. Failure to meet, within ninety (90) days after the schedule date, a compliance schedule milestone contained in a Wastewater Discharge Permit or submitted in response to written directions of the Borough, for starting construction, completing construction, or attaining final compliance.

F. Failure to provide, within forty-five (45) days after the due date, any required reports, including but not limited to baseline monitoring reports, periodic compliance reports, reports on compliance with compliance schedules, or reports on a change in operations.

G. Failure to accurately report any Noncompliance.

H. Any other violation, or group of violations, Noncompliance or Noncompliances, which may include a violation of Best Management Practices, which the Borough determines will adversely affect the operation or implementation of the Industrial Pretreatment Program.

Section 6.12 Records

The Borough shall maintain records of all enforcement actions taken, the reasons for those actions, and the results of those actions. These records shall be made available to the Approval Authority and the public during normal Borough business hours.

ARTICLE VII - PENALTIES

Any person who violates any provisions of this Ordinance, or the rules, regulations and permits issued hereunder, shall pay a civil penalty of not less than One Hundred Dollars nor more than Twenty-five Thousand Dollars for each offense. In addition to the penalties provided herein, the Borough may recover reasonable attorney's fees, court costs, court reporters' fees and other expenses of litigation by appropriate suite at law against the Person found to have violated this Ordinance or the rules, regulations, and permits issued hereunder.

ARTICLE VIII – REMEDIES NOT EXCLUSIVE

The enumeration of remedies in Articles VI and VII of this Ordinance does not restrict their application. Although the Enforcement Response Plan shall serve as a guide in applying remedies and penalties, the Borough reserves the right to take any action or combination of actions allowed by this Ordinance or other applicable law, including concurrent actions, if it determines that those actions re necessary for the proper and prudent administration or enforcement of the Industrial Pretreatment Program.

ARTICLE IX – ADMINISTRATION OF THE INDUSTRIAL PRETREATMENT PROGRAM

Section 9.01 Appointment of Authority as Agent

The Borough appoints the Borough of Freeland Municipal Authority as its agent for the purposes of administering the Industrial Pretreatment Program. All reports and applications required by this ordinance to be submitted to the Borough shall be submitted to the Authority. The Authority is hereby authorized to develop all procedures for inspecting Users, reporting, issuing Wastewater Discharge Permits, reviewing Pretreatment facility plans, and otherwise administering all of the provisions of this Ordinance and the Industrial Pretreatment Program. Local Limits developed by the Authority shall be applied as Local Limits authorized by this Ordinance and applied to such Industrial Users as authorized by this Ordinance. All administrative enforcement actions, as set forth in Articles VI and VII of this Ordinance, may be taken by the Authority acting as an agent for the Borough; this includes, but is not limited to, issuance of written directions and notices of violation, the scheduling and hearing of Show Cause Hearings, and the suspension or revocation of Wastewater Discharge Permits. On the appeal of an action by the Authority by an Industrial User, the Borough may assign the hearing of the appeal and the right to make final decisions to the Authority. This appointment may be revoked only upon the amendment of this Ordinance by majority vote of the Borough Council of the Borough of Freeland, at a duly scheduled and publicly advertised regular or special public meeting.

Section 9.02 Authorization of Authority To Act In The Name Of The Borough

All enforcement procedures authorized by Articles VI and VII of this Ordinance may be undertaken, without prior consultation with the Borough, by the Authority and the Authority shall in such instances be authorized to act for and in the name of the Borough. It is the intent of the Borough Council of the Borough of Freeland that the Industrial Pretreatment Program be administered and enforced by the Authority and that all action taken by the Authority in administering and enforcing this ordinance are actions on behalf of the Borough and may be taken in the name of the Borough. This authorization may be revoked only upon the amendment of this ordinance by a majority vote of the Borough Council of the Borough of Freeland at a duly scheduled and publicly advertised regular or special public meeting.

Section 9.03 Information To Be Shared With Authority

Information acquired by the Borough which pertains to the provisions of the Industrial Pretreatment Program shall be provided to the Authority in a timely manner. Such information shall include but not limited to:

A. Information regarding new Industrial Users or changes in use of existing Users.
B. Information pertaining to the quality, quantity, or rate of flow Discharges.
C. Information regarding violations of this ordinance or any of its provisions or of the Industrial Pretreatment Program.

Section 9.04 Actions To Be Taken In Support of Authority in Administration and Enforcement

The Borough may provide such services as may be required or requested in aid of the administration or enforcement of the provisions of the Industrial Pretreatment Program. Such aid and assistance may include, but not limited to, assistance in obtaining information, recordkeeping, sampling, inspections or enforcement.

Section 9.05 Authorization of Authority Not Exclusive

Notwithstanding the above, the Borough retains the right to administer and enforce the Industrial Pretreatment Program in keeping with the provisions of this Ordinance. When so notified by the Borough, Users shall provide such information as is required by this Ordinance or its provisions to the Borough. The Borough may take such administrative or enforcement actions as it deems necessary to comply with the provisions of this Ordinance.

ARTICLE X – ADOPTION OF ADDITIONAL RULES AND REGULATIONS

The Borough Council of the Borough of Freeland reserve the right to adopt, from time to time, such additional rules and regulations as it shall deem necessary and proper in conjunction with use and operation of the Sewer System, which rules and regulations shall be, shall become and shall be construed as part of this Ordinance.

ARTICLE XI – CONSTRUCTION AND SEVERABILITY

In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, such validity shall not affect or impair any remaining provision, section, sentence, clause or part of this Ordinance, it being the intent of the Authority that such remainder shall be and shall remain in force and effect. Provisions of headings in this Ordinance are solely for convenience and shall have no effect on the legal or technical interpretation of any provision or requirement.

ARTICLE XII – REPEALER

All other ordinances or parts of ordinances inconsistent herewith expressly are repealed

PASSED FINALLY, by Borough Council of the Borough of Freeland, Luzerne County, Pennsylvania, in lawful session duly assembled, this Thirteenth day of May, 2013.

CHAIRMAN

ATTEST:

SECRETARY

(SEAL)

APPENDIX V

WATER QUALITY PERMIT

Pennsylvania Department of Environmental Protection

2 Public Square
Wilkes-Barre, PA 18711-0790
October 23, 2006

Northeast Regional Office

570-826-2511
Fax 570-830-3016

CERTIFIED MAIL NO. 7005 1160 0001 3021 7981

Foster Township
1000 Wyoming Avenue
P. O. Box 465
Freeland, PA 18225

Attention: Ms. Ellen Gelezinsky, Township Secretary

Re: Sewage
Foster Township
WQM Part II Permit No. 4006404
(Woodside, Youngstown, Highland, Upper Lehigh and Subarea 5)
APS ID No. 579569
Foster Township, Luzerne County

Dear Ms. Gelezinsky:

Your Water Quality Management permit is enclosed.

You must comply with all Standard and Special Conditions attached to this Permit. Construction must be done in accordance with the permit application and all supporting documentation. Please review the permit conditions and the supporting documentation submitted with your application before starting construction.

Enclosed is the "Sewage and Industrial Wastewater Facilities Construction Certification" form. A Pennsylvania-registered Professional Engineer must sign and complete this form prior to startup of the facilities (see Permit Conditions). You or your authorized representative must also sign the form. This certification and other post-construction documentation must be submitted to the Department within 30 days following startup of the facilities.

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. Section 7514, and the Administrative Agency Law, 2 Pa.C.S. Chapter 5A, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, P.O. Box 8457, Harrisburg, PA 17105-8457, 717-787-3483. TDD users may contact the Board through the Pennsylvania Relay Service, 800-654-5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action unless the appropriate statute provides a different time period. Copies of the appeal form and the Board's rules of practice and procedure may be obtained from the Board. The appeal form and the Board's rules of practice and procedure are also available in Braille or on audiotape from the Secretary to the Board at 717-787-

3483. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.

IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD (717-787-3483) FOR MORE INFORMATION.

If you have any questions, please call Mary Hastings of my staff at 570-826-2313.

Sincerely,

Kate Crowley
Program Manager
Water Management Program

Enclosures

cc: Mr. Thomas E. Barna, Jr./Michael J. Pasonick, Jr., Inc.

3800-PM-WSWM0015 Rev. 6/2004
Permit

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

PERMIT NO. 4006404
AMENDMENT NO.
APS ID. 579569
AUTH. ID. 627313

WATER QUALITY MANAGEMENT PERMIT

A. PERMITTEE (Name and Address): CLIENT ID#: 115743
Foster Township
1000 Wyoming Avenue, P. O. Box 465
Freeland, PA 18224

B. PROJECT/FACILITY (Name):
Woodside, Youngstown, Highland, Upper Lehigh and Subarea 5

C. LOCATION (Municipality, County): SITE ID#: 669947
Foster Township, Luzerne County

D. This permit approves the construction/operation of sewerage facilities consisting of:

- A new gravity wastewater collection system and associated submersible pump stations and force mains to serve the Woodside, Youngstown, Highland and Upper Lehigh Areas.
- Replacement of the wastewater collection system serving Subarea 5.

Pump Stations: X
Design Capacity: 100 GPM (Highland)
140 GPM (Upper Lehigh)
320 GPM (Youngstown)
800 GPM (Woodside/Wyoming Ave.)

Manure Storage: N/A
Volume: ____ MG
Freeboard: ____ inches

Industrial Wastewater/Sewage Treatment Facility: N/A
Annual Average Flow: ____ MGD
Design Hydraulic Capacity: ____ MGD
Design Organic Capacity: ____ lb/day

E. APPROVAL GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING:

1. **New Permits:** All construction, operations and procedures shall be in accordance with the Water Quality Management Permit application dated April 3, 2006, its supporting documentation and addendums dated October 4 and October 20, 2006, which are hereby made a part of this permit.
2. Permit Conditions Relating to Sewerage are attached and made part of this permit.

- OBTAIN
- OBTAIN

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

1. If there is a conflict between the application or its supporting documents and amendments and the attached conditions, the attached conditions shall apply.
2. Failure to comply with the rules and regulations of DEP or with the terms or conditions of this permit shall void the authority given to the permittee by the issuance of this permit.
3. 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.* Issuance of this permit shall not relieve the permittee of any responsibility under any other law.

PERMIT ISSUED: October 23, 2006

BY: Kate Crowley

TITLE: Kate Crowley
Water Management Program Manager

MICHAEL J. PASONICK, JR., INC.
Consulting Engineers & Surveyors
165 North Wilkes-Barre Boulevard
Wilkes-Barre, PA 18702
Phone (570) 823-4712 - Fax (570) 823-4727

LETTER OF TRANSMITTAL

Date: 3/31/2006 Job No. 04-418

Attention: Kate Crowley

RE: Foster Township
Luzerne County, PA
Part II WQM Permit

TO:
PADEP
Northeast Regional Office
2 Public Square
Wilkes-Barre, PA 18711-0790

WE ARE SENDING YOU

X Attached ____ Under separate cover via Two Day FedEx the following items

____ Shop drawings X Prints ____ Plans ____ Samples ____ Specifications

____ Copy of Letter ____ Change Order X Other ____

COPIES	DATE	NO.	DESCRIPTION
4			**Water Quality Management - Part II Permit Application Sewer Extensions and Pump Stations**
1			**Check in the amount of $500 payable to "Commonwealth of Pennsylvania"**

THESE ARE TRANSMITTED as checked below:

X	For Approval	____	Approved as submitted	____	Resubmit ____ copies for approval
____	For your use	____	Approved as noted	____	Submit ____ copies for distribution
____	As requested	____	Returned for corrections	____	Return ____ corrected prints
X	For review and comment	____	Other: for Signature	____	
____	FOR BIDS DUE ____ 20 ____.			____	PRINTS RETURNED AFTER LOAN TO US
____	FOR BIDS DUE ____ 20 ____.			____	

REMARKS: Enclosed, please find the completed WQM Part II Permit Application and supporting documentation for the Foster Township Sanitary Sewer Extensions and Pump Stations. If there should be any questions concerning the enclosed or if additional information is needed, please don't hesitate to contact Daryl Pawlush or myself.

COPY TO: MJP File

SUBMITTED BY: Tom Barna
Tom Barna

Please acknowledge Receipt of Shipment(Delivery) by Signing and dating one copy of this form.

_____

FOSTER TOWNSHIP SUPERVISORS
GENERAL FUND EIN#24-6002290
1000 WYOMING AVE.
P.O. BOX 465
FREELAND, PA 18224

Bank of America
55-33/212

5248

3/22/2006

PAY TO THE ORDER OF Commonwealth of PA $ **500.00

Five Hundred and 00/100********** DOLLARS

Commonwealth of PA

Security features. Details on back.

MEMO:

J. Eckrote-Jones

⑈005248⑈ ⑆021200339⑆ 44670 04034⑈

FOSTER TOWNSHIP SUPERVISORS
GENERAL FUND EIN#24-6002290
1000 WYOMING AVE.
P.O. BOX 465
FREELAND, PA 18224

Bank of America
55-33/212

5249

3/22/2006

PAY TO THE ORDER OF Luzerne County Clean Water Fund $ **250.00

Two Hundred Fifty and 00/100********** DOLLARS

Luzerne County Clean Water Fund

Security features. Details on back.

MEMO:

J. Eckrote-Jones

⑈005249⑈ ⑆021200339⑆ 44670 04034⑈

Water Quality Management

Part II Permit Application

Design Engineer's Report

For

Foster Township
Sanitary Sewer Extensions and Pump Stations

Township of Foster, Luzerne County

PREPARED FOR:

Foster Township
1000 Wyoming Avenue
P.O. Box 465
Freeland, Pennsylvania 18224
(570) 636-3757

PREPARED BY:

Michael J. Pasonick, Jr., Inc.
Consulting Engineers & Surveyors
165 North Wilkes-Barre Blvd.
Wilkes-Barre, PA 18702
(570) 823-4712

Date: January 2006



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- CHECKLIST FOR WATER QUALITY MANAGEMENT PERMIT
- GENERAL INFORMATION FORM
- APPLICATION FOR WATER QUALITY MANAGEMENT PERMIT
    - MODULE 2 – SEWER SYSTEM
    - MODULE 17 – SEWER EXTENSIONS
    - MODULE 22 – PUMP STATIONS
- ACT 14 NOTIFICATIONS
- ACT 67, 68, AND 127 NOTIFICATIONS
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- EXCEPTION TO BAN
- DESIGN ENGINEER'S REPORT
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    - DESIGN CALCULATIONS
- NPDES PERMIT APPLICATION and EROSION & SEDIMENTATION POLLUTION CONTROL PLAN and STORM DRAINAGE CONTROL PLAN and POST CONSTRUCTION STORMWATER MANAGEMENT (PCSM) PLAN

3800-PM-WSWM0400c Rev. 10/2004
Checklist

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

CHECKLIST FOR WATER QUALITY MANAGEMENT PERMIT

APPLICANT'S √ CHECKLIST	
APPLICANT NAME	Foster Township, Luzerne County, Pennsylvania

Check the following list to make sure that you have included all the required information. Place a checkmark in the column provided for all items completed and/or provided. Failure to provide all of the requested information will delay the processing of the application.

ENCLOSE THIS CHECKLIST WITH YOUR APPLICATION FORM.

		Check √ If Included	DEP Use Only
1.	General Information Form (GIF).	☑	
2.	Appropriate application fee.	☑	
3.	Two (2) copies (original and 1 copy) of application, design module(s), and accompanying drawings and plans.	☑	
	a. Certification and proper signatures.	☑	
	b. Engineer's professional seal.	☑	
	c. *Design Engineer's Report*	☑	
	d. Properly notarized (original).	☑	
	e. Additional copy for Delaware River Basin or Erie and Allegheny counties (if required).	☑	
4.	Supplemental Information:		
	a. General Layout Diagram.	☑	
	b. Sizes, Capacities and Dimensions Diagram.	☑	
5.	Design Modules.	☑	
6.	Topographic map with appropriate details.	☑	
7.	Act 14 Notification.	☑	
8.	Act 537 Approval (if required).	☑	
9.	Acts 67, 68 and 127 Notification (IW and Manure Storage Facilities only).	☑	
10.	Proof of Public Notification (IW and Manure Storage Facilities only)	☐	
11.	DRBC Notification (if required).	☑	
12.	Other (specify):	☐	

8000-PM-IT0001 Rev 06/07/2002

FORM

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GENERAL INFORMATION FORM – AUTHORIZATION APPLICATION

Before completing this General Information Form (GIF), read the step-by-step instructions provided in this application package. This version of the General Information Form (GIF) must be completed and returned with any program-specific application being submitted to the Department.

Related ID#s (If Known)		DEP USE ONLY
Client ID#	APS ID#	Date Received & General Notes
Site ID#	Auth ID#	
Facility ID#		

CLIENT INFORMATION

DEP Client ID#	Client Type / Code
	MUNI

Organization Name or Registered Fictitious Name	Employer ID# (EIN)	Dun & Bradstreet ID#
Foster Township	24-6002290	

Individual Last Name	First Name	MI	Suffix	SSN

Additional Individual Last Name	First Name	MI	Suffix	SSN

Mailing Address Line 1	Mailing Address Line 2
1000 Wyoming Avenue	P.O. Box 465

Address Last Line – City	State	ZIP+4	Country
Freeland	PA	18224	USA

Client Contact Last Name	First Name	MI	Suffix
Gelezinsky	Ellen		

Client Contact Title	Phone	Ext
Township Secretary	570-636-3757	

Email Address	FAX
fostertwp@intergrafix.net	570-636-3584

SITE INFORMATION

DEP Site ID#	Site Name
	Foster Township

EPA ID# **Estimated Number of Employees to be Present at Site** n/a

Description of Site

Developed Residential area with paved roadways. New sanitary sewers will be constructed within Township/State right-of-ways.

County Name	Municipality	City	Boro	Twp	State
Luzerne	Foster Township	☐	☐	☒	PA
County Name	**Municipality**	**City**	**Boro**	**Twp**	**State**
		☐	☐	☐	

Site Location Line 1	Site Location Line 2
Woodside	Upper Lehigh

Site Location Last Line – City	State	ZIP+4
Freeland	PA	18224

Detailed Written Directions to Site

From Interstate 80, exit 273(old exit 40), White Haven/Freeland, to PA 940 West. Travel west along PA 940 towards Freeland. After approximately 7 miles you will come to a signalized intersection. Turn left(PA 940 West) and continue along PA 940 for approximately 0.7 miles to the intersection of PA 940 and Hazel Street that is the center location of the project

Site Contact Last Name	First Name	MI	Suffix
Not presently selected			

Site Contact Title	Site Contact Firm

Mailing Address Line 1	Mailing Address Line 2

8000-PM-IT0001 Rev 06/07/2002

Mailing Address Last Line – City	State	ZIP+4

Phone	Ext	FAX	Email Address

NAICS Codes (Two- & Three-Digit Codes – List All That Apply): 92

6-Digit Code (Optional): 921120

Client to Site Relationship: OWN

FACILITY INFORMATION

Modification of Existing Facility

		Yes	No
1.	**Will this project modify an existing facility, system, or activity?**	☐	☒
2.	**Will this project involve an addition to an existing facility, system, or activity?**	☐	☒

If "Yes", check all relevant facility types and provide DEP facility identification numbers below.

	Facility Type	DEP Fac ID#		Facility Type	DEP Fac ID#
☐	Air Emission Plant		☐	Industrial Minerals Mining Operation	
☐	Beneficial Use (water)		☐	Laboratory Location	
☐	Blasting Operation		☐	Land Recycling Cleanup Location	
☐	Captive Hazardous Waste Operation		☐	MineDrainageTrmt/LandRecyProjLocation	
☐	Coal Ash Beneficial Use Operation		☐	Municipal Waste Operation	
☐	Coal Mining Operation		☐	Oil & Gas Encroachment Location	
☐	Coal Pillar Location		☐	Oil & Gas Location	
☐	Commercial Hazardous Waste Operation		☐	Oil & Gas Water Poll Control Facility	
☐	Dam Location		☐	Public Water Supply System	
☐	Deep Mine Safety Operation -Anthracite		☐	Radiation Facility	
☐	Deep Mine Safety Operation -Bituminous		☐	Residual Waste Operation	
☐	Deep Mine Safety Operation -Ind Minerals		☐	Storage Tank Location	
☐	Encroachment Location (water, wetland)		☐	Water Pollution Control Facility	
☐	Erosion & Sediment Control Facility		☐	Water Resource	
☐	Explosive Storage Location		☐	Other:	

Latitude/Longitude Point of Origin	Latitude			Longitude		
	Degrees	Minutes	Seconds	Degrees	Minutes	Seconds
Center of Site	41	0	42	75	53	50

Horizontal Accuracy Measure: Feet 200 --or-- Meters

Horizontal Reference Datum Code
- ☐ North American Datum of 1927
- ☒ North American Datum of 1983
- ☐ World Geodetic System of 1984

Horizontal Collection Method Code: GINSDR

Reference Point Code: CNTER

Altitude: Feet 1800 --or-- Meters

Altitude Datum Name
- ☐ The National Geodetic Vertical Datum of 1929
- ☒ The North American Vertical Datum of 1988 (NAVD88)

Altitude (Vertical) Location Datum Collection Method Code: TOPO

Geometric Type Code: POINT

Data Collection Date:

Source Map Scale Number: 1 Inch(es) = 2000 Feet
--or-- Centimeter(s) = Meters

PROJECT INFORMATION

Project Name
Foster Township - Sanitary Sewer Extension and Pump Stations

8000-PM-IT0001 Rev 06/07/2002

Project Description

This project proposes the replacement of existing santiary sewers and construction of new sewers. The sewers being replaced are located within the area of Foster Township designated as Sub-Area 5. These residents (246 EDU's) have the sewage collected, conveyed and treated at the Freeland Municipal Authority's(FMA) Wastewater Treatment Facilty. A new sanitary sewer collection and conveyance system is designed to service the Woodside District, and the villages of Youngstown, Highland, and Upper Lehigh. Sewer lines proposed will be mainly within the Township and State right-of-way. These five areas will have their sewage collected and conveyed to the FMA's Treatment Facility. The total limits of the sewer project will encompass approximately 600 acres (As outlined on the attached topographic map). The actual earth disturbance will only be a 4 foot wide trench for the pipe excavation (approximately: 14,000 ft of 6" laterals, 45,000 ft of 8", and 6,500 ft of 10" gravity sewer lines, 11,000 feet of force main, 160 pre-cast sewer manholes, 4 pump stations, and 520 lateral connections)and approximately 30 square foot per manhole installation and minor grading around the pump stations. In toll, the disturbed area will be approximately 8.0 acres.

Project Consultant Last Name	First Name	MI	Suffix
Bama	Thomas	E.	Jr.

Project Consultant Title	Consulting Firm
Project Manager	Michael J. Pasonick, Jr., Inc.

Mailing Address Line 1	Mailing Address Line 2
165 North Wilkes-Barre Blvd.	

Address Last Line – City	State	ZIP+4
Wilkes-Barre	PA	18702

Phone	Ext	FAX	Email Address
570-823-4712		570-823-4727	tebmjp@intergrafix.net

Time Schedules	Project Milestone (Optional)
April 2006	Out to Bid
July 2006	Open Bids
August 2006	Pre-Construction Meeting
September 2006	Start Construction
September 2007	End Construction
	Time schedules are subject to change due to approvals of governmental agencies

1. **Is this application for an authorization type on the list of authorizations affected by the land use policy?** ☐ Yes ☒ No
   Note: If "Yes", continue with Question 2 below.
   If "No", skip Questions 2 & 3 below as well as the following Land Use Information section.
   For referenced list, see Appendix A attached to the GIF Instructions.

2. **If you are applying for an Air program authorization, does the permit authorize the construction of facilities outside an existing permitted area?** ☐ Yes ☐ No
   Note: If "Yes" to Question 1 above and "No" to Question 2, skip Question 3 below as well as the following Land Use Information section.
   If "Yes" to both Questions 1 & 2, continue with Question 3 below.

3. **Have you attached or submitted municipal and county 'Early Opt Out' approval letters for the project?** ☐ Yes ☐ No
   Note: If "Yes" to Question 3, skip the following Land Use Information section. This should only be checked "Yes" if applicant is choosing the early opt-out option. Required approval letters described in the GIF Checklist and Instructions should be attached.
   If "No" to Question 3, continue with the following Land Use Information section.

LAND USE INFORMATION

Note: Applicants are encouraged to submit copies of local land use approvals or other evidence of compliance with local comprehensive plans and zoning ordinances.

1.	**Is there a municipal comprehensive plan(s)?**	☒ Yes	☐ No
2.	**Is there a county comprehensive plan(s)?**	☒ Yes	☐ No
3.	**Is there a multi-municipal or multi-county comprehensive plan?**	☐ Yes	☒ No
4.	**Is the proposed project consistent with these plans?** If no plan(s) exists, answer "Yes".	☒ Yes	☐ No
5.	**Is there a municipal zoning ordinance(s)?**	☒ Yes	☐ No
6.	**Is there a joint municipal zoning ordinance(s)?**	☐ Yes	☒ No

7.	**Will the proposed project require a zoning approval (e.g., special exception, conditional approval, re-zoning, variance)?** If zoning approval has already been received, attach documentation.	☐	Yes	☒	No
8.	**Are any zoning ordinances that are applicable to this project currently the subject of any type of legal proceeding?**	☐	Yes	☒	No
9.	**Will the project be located on a site that has been or is being remediated under DEP's Land Recycling Program?**	☐	Yes	☒	No
10.	**Will the project result in reclamation of abandoned mine lands through re-mining or as part of DEP's Reclaim PA Program?**	☐	Yes	☒	No
11.	**Will the project be located in an agricultural security area or an area protected under an agricultural conservation easement?**	☐	Yes	☒	No
12.	**Will the project be located in a Keystone Opportunity Zone or Enterprise Development Area?**	☐	Yes	☒	No
13.	**Will the project be located in a Designated Growth Area as defined by the Municipalities Planning Code?**	☐	Yes	☒	No

COORDINATION INFORMATION

Note: The PA Historical and Museum Commission must be notified of proposed projects in accordance with DEP Technical Guidance Document 012-0700-001 and the accompanying Cultural Resource Notice Form.

If the activity will be a mining project (i.e., mining of coal or industrial minerals, coal refuse disposal and/or the operation of a coal or industrial minerals preparation/processing facility), respond to questions 1.0 through 2.5 below.

If the activity will not be a mining project, skip questions 1.0 through 2.5 and begin with question 3.0.

1.0	**Is this a coal mining project?** If "Yes", respond to 1.1-1.6. If "No", skip to Question 2.0. (DEP Use/48y1)	☐	Yes	☐	No
1.1	**Will this coal mining project involve coal preparation/ processing activities in which the total amount of coal prepared/processed will be equal to or greater than 200 tons/day?** (DEP Use/4x70)	☐	Yes	☐	No
1.2	**Will this coal mining project involve coal preparation/ processing activities in which the total amount of coal prepared/processed will be greater than 50,000 tons/year?** (DEP Use/4x70)	☐	Yes	☐	No
1.3	**Will this coal mining project involve coal preparation/ processing activities in which thermal coal dryers or pneumatic coal cleaners will be used?** (DEP Use/4x70)	☐	Yes	☐	No
1.4	**For this coal mining project, will sewage treatment facilities be constructed and treated waste water discharged to surface waters?** (DEP Use/4x62)	☐	Yes	☐	No
1.5	**Will this coal mining project involve the construction of a permanent impoundment meeting one or more of the following criteria: (1) a contributory drainage area exceeding 100 acres; (2) a depth of water measured by the upstream toe of the dam at maximum storage elevation exceeding 15 feet; (3) an impounding capacity at maximum storage elevation exceeding 50 acre-feet?** (DEP Use/3140)	☐	Yes	☐	No
1.6	**Will this coal mining project involve underground coal mining to be conducted within 500 feet of an oil or gas well?** (DEP Use/4z41)	☐	Yes	☐	No
2.0	**Is this a non-coal (industrial minerals) mining project?** If "Yes", respond to 2.1-2.6. If "No", skip to Question 3.0. (DEP Use/48y1)	☐	Yes	☐	No
2.1	**Will this non-coal (industrial minerals) mining project involve the crushing and screening of non-coal minerals other than sand and gravel?** (DEP Use/4x70)	☐	Yes	☐	No
2.2	**Will this non-coal (industrial minerals) mining project involve the crushing and/or screening of sand and gravel with the exception of wet sand and gravel operations (screening only) and dry sand and gravel operations with a capacity of less than 150 tons/hour of unconsolidated materials?** (DEP Use/4x70)	☐	Yes	☐	No

2.3	**Will this non-coal (industrial minerals) mining project involve the construction, operation and/or modification of a portable non-metallic (i.e., non-coal) minerals processing plant under the authority of the General Permit for Portable Non-metallic Mineral Processing Plants (i.e., BAQ-PGPA/GP-3)?** (DEP Use/4x70)	☐	Yes	☐	No
2.4	**For this non-coal (industrial minerals) mining project, will sewage treatment facilities be constructed and treated waste water discharged to surface waters?** (DEP Use/4x62)	☐	Yes	☐	No
2.5	**Will this non-coal (industrial minerals) mining project involve the construction of a permanent impoundment meeting one or more of the following criteria: (1) a contributory drainage area exceeding 100 acres; (2) a depth of water measured by the upstream toe of the dam at maximum storage elevation exceeding 15 feet; (3) an impounding capacity at maximum storage elevation exceeding 50 acre-feet?** (DEP Use/3140)	☐	Yes	☐	No
3.0	**Will your project, activity, or authorization have anything to do with a well related to oil or gas production, site development for such activity, or the waste from such a well?** If "Yes", respond to 3.1-3.3. If "No", skip to Question 4.0. (DEP Use/4z41)	☐	Yes	☒	No
3.1	**Does the oil- or gas-related project involve any of the following: placement of fill, excavation within or placement of a structure, located in, along, across or projecting into a watercourse, floodway or body of water (including wetlands)?** (DEP Use/4z41)	☐	Yes	☒	No
3.2	**Will the oil- or gas-related project involve discharge of industrial wastewater or stormwater to a dry swale, surface water, ground water or an existing sanitary sewer system or storm water system?** If "Yes", discuss in *Project Description*. (DEP Use/4z41)	☐	Yes	☒	No
3.3	**Will the oil- or gas-related project involve the construction and operation of industrial waste treatment facilities?** (DEP Use/4z41)	☐	Yes	☒	No
4.0	**Will the project involve a construction activity that results in earth disturbance?** If "Yes", specify the total disturbed acreage. (DEP Use/4x66) **4.0.1 Total Disturbed Acreage** 8 acres	☒	Yes	☐	No
5.0	**Does the project involve any of the following: placement of fill, excavation within or placement of a structure, located in, along, across or projecting into a watercourse, floodway or body of water (including wetlands)?** (DEP Use/4x66)	☐	Yes	☒	No
6.0	**Will the project involve discharge of industrial wastewater or stormwater to a dry swale, surface water, ground water or an existing sanitary sewer system or separate storm water system?** If "Yes", discuss in *Project Description*. (DEP Use/4x62)	☐	Yes	☒	No
7.0	**Will the project involve the construction and operation of industrial waste treatment facilities?** (DEP Use/4x62)	☐	Yes	☒	No
8.0	**Will the project involve construction of sewage treatment facilities, sanitary sewers, or sewage pumping stations?** If "Yes", indicate estimated proposed flow (gal/day). Also, discuss the sanitary sewer pipe sizes and the number of pumping stations/treatment facilities/name of downstream sewage facilities in the *Project Description*, where applicable. (DEP Use/4x62) **8.0.1 Estimated Proposed Flow (gal/day)** 240,800	☒	Yes	☐	No
9.0	**Was sewage planning submitted and approved?** If "Yes", attach the Act 537 approval letter unless the submitted application is actually requesting Act 537 approval (Approval required prior to 105/NPDES approval). (DEP Use/4x61) **9.0.1 Is Act 537 Approval Letter attached?**	☒ ☒	Yes Yes	☐ ☐	No No
10.0	**Is this project for the beneficial use of biosolids for land application within Pennsylvania?** If "Yes" indicate how much (i.e. gallons or dry tons per year). (DEP Use/4X64) **10.0.1 Gallons Per Year (residential septage)** _____ **10.0.2 Dry Tons Per Year (biosolids)**	☐	Yes	☒	No

11.0	**Does the project involve construction, modification or removal of a dam?** If "Yes", identify the dam. (DEP Use/3140)	☐	Yes	☒	No
	11.0.1 Dam Name				
12.0	**Will the project interfere with the flow from, or otherwise impact, a dam?** If "Yes", identify the dam. (DEP Use/3140)	☐	Yes	☒	No
	12.0.1 Dam Name				
13.0	**Will the project involve operations (excluding during the construction period) that produce air emissions (i.e., NOX, VOC, etc.)?** If "Yes", identify each type of emission followed by the amount of that emission. (DEP Use/4x70)	☐	Yes	☒	No
	13.0.1 Enter all types & amounts of emissions; separate each set with semicolons.				
14.0	**Is an on-site drinking water supply (well), other than individual house wells, proposed for your project?** If "Yes", indicate total number of people served and/or the total number of connections served, if applicable. Also, check all proposed sub-facilities. (DEP Use/4x81)	☐	Yes	☒	No
	14.0.1 Number of Persons Served				
	14.0.2 Number of Employee/Guests				
	14.0.3 Number of Connections				
	14.0.4 Sub-Fac: Distribution System	☐	Yes	☐	No
	14.0.5 Sub-Fac: Water Treatment Plant	☐	Yes	☐	No
	14.0.6 Sub-Fac: Source	☐	Yes	☐	No
	14.0.7 Sub-Fac: Pump Station	☐	Yes	☐	No
	14.0.8 Sub-Fac: Entry Point	☐	Yes	☐	No
	14.0.9 Sub-Fac: Transmission Main	☐	Yes	☐	No
	14.0.10 Sub-Fac: Storage Facility	☐	Yes	☐	No
15.0	**Will your project involve purchasing water in bulk, excluding during the construction period?** If "Yes, name the provider. Also, indicate the daily number of employees or guests served. (DEP Use/4x81)	☐	Yes	☒	No
	15.0.1 Provider's Name				
	15.0.2 Number of Employees/Guests				
16.0	**Is your project to be served by public water supply?** If "Yes", indicate name of supplier and attach letter from supplier stating that it will serve the project. (DEP Use/4x81)	☐	Yes	☒	No
	16.0.1 Supplier's Name				
	16.0.2 Letter of Approval from Supplier is Attached	☐	Yes	☐	No
17.0	**Will this project involve a new or increased drinking water withdrawal from a stream or other water body?** If "Yes", provide name of stream. (DEP Use/4x81)	☐	Yes	☒	No
	17.0.1 Stream Name				
18.0	**Will the construction or operation of this project involve treatment, storage, reuse, or disposal of waste?** If "Yes", indicate what type (i.e., hazardous, municipal (including infectious & chemotherapeutic), residual) and the amount to be treated, stored, re-used or disposed. (DEP/Use4x32)	☐	Yes	☒	No
	18.0.1 Type & Amount				
19.0	**Will your project involve the removal of coal, minerals, etc. as part of any earth disturbance activities?** (DEP Use/48y1)	☐	Yes	☒	No
20.0	**Does your project involve installation of a field constructed underground storage tank?** If "Yes", list each Substance & its Capacity. **Note:** Applicant may need a Storage Tank Site Specific Installation Permit. (DEP Use/2570)	☐	Yes	☒	No
	20.0.1 Enter all substances & capacity of each; separate each set with semicolons.				

21.0	**Does your project involve installation of an aboveground storage tank greater than 21,000 gallons capacity at an existing facility?** If "Yes", list each Substance & its Capacity. **Note:** Applicant may need a Storage Tank Site Specific Installation Permit. (DEP Use/2570) **21.0.1 Enter all substances & capacity of each; separate each set with semicolons.**	☐	Yes	☒	No
22.0	**Does your project involve installation of a tank greater than 1,100 gallons which will contain a highly hazardous substance as defined in DEP's Regulated Substances List, 2570-BK-DEP2724?** If "Yes", list each Substance & its Capacity. **Note:** Applicant may need a Storage Tank Site Specific Installation Permit. (DEP Use/2570) **22.0.1 Enter all substances & capacity of each; separate each set with semicolons.**	☐	Yes	☒	No
23.0	**Does your project involve installation of a storage tank at a new facility with a total AST capacity greater than 21,000 gallons?** If "Yes", list each Substance & its Capacity. **Note:** Applicant may need a Storage Tank Site Specific Installation Permit. (DEP Use/2570) **23.0.1 Enter all substances & capacity of each; separate each set with semicolons.**	☐	Yes	☒	No

CERTIFICATION

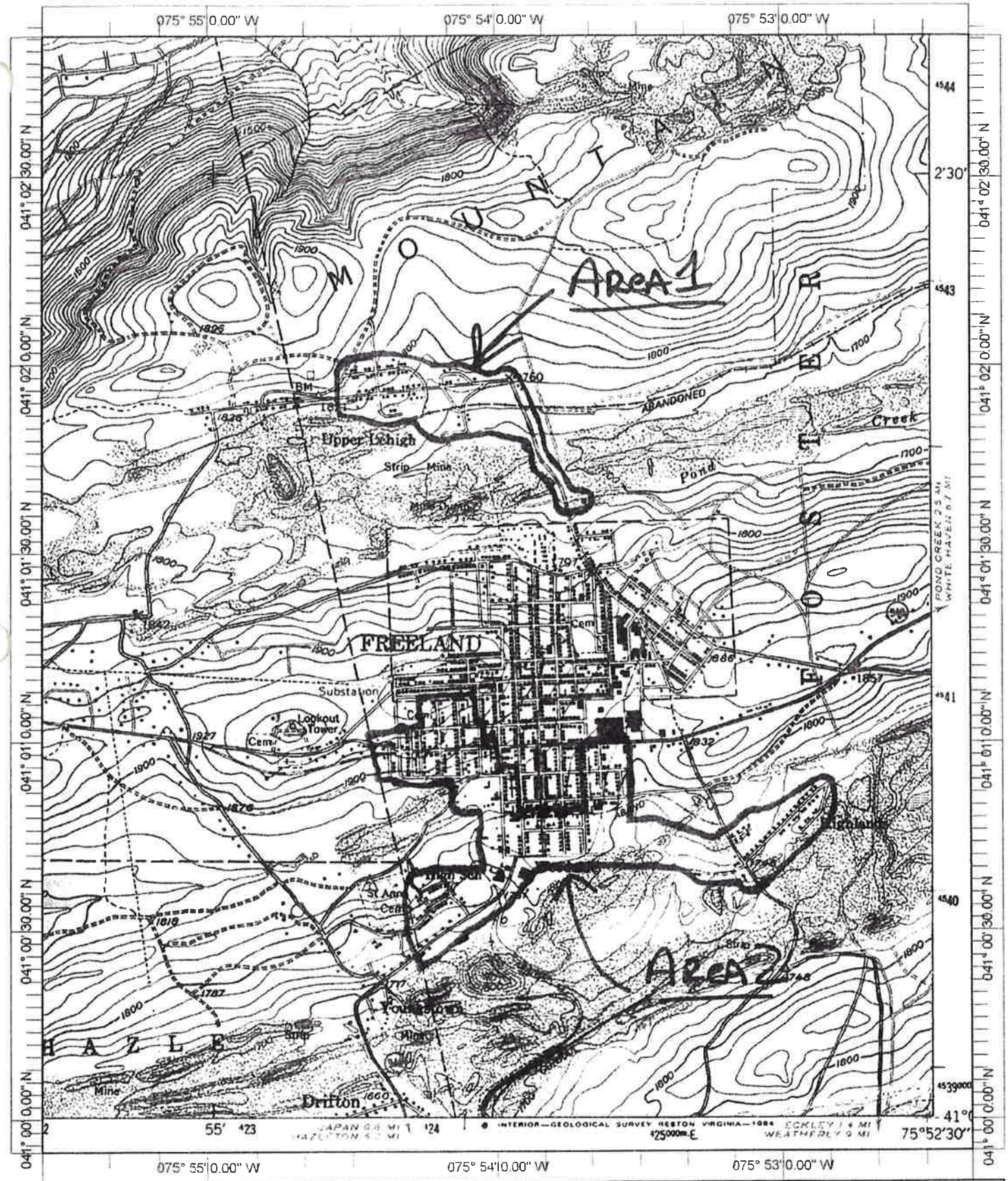
I certify that I have the authority to submit this application on behalf of the applicant named herein and that the information provided in this application is true and correct to the best of my knowledge and information.

Type or Print Name Thomas E. Barna, Jr.

Thomas E. Barna, Jr. — **Signature**

Project Manager — **Title**

12/06/2005 — **Date**



Name: FREELAND
Date: 9/29/2005
Scale: 1 inch equals 2000 feet

Location: 041° 01' 23.78" N 075° 53' 57.51" W
Caption: Foster Township
Luzerne County, PA
Sanitary Sewer Project

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3800-PM-WSWM0400e Rev. 10/2004
Module 2

Applicant Name: Foster Township, Luzerne County, Pennsylvania

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

SEWER SYSTEM
MODULE 2

APPLICANT NAME	Foster Township, Luzerne County, Pennsylvania			
SEWER SYSTEM				
1.	CLASS OF CONSTRUCTION: ☒ NEW SYSTEM	☒ REPLACEMENT OF EXISTING SYSTEM		☒ SANITARY
	If other than a new system, list the WQM permit number ammended by this application.			
2.	List the WQM permit number of the sewer to which this system connects.			PA0024716
3.	List the WQM permit number of the treatment facility receiving flow from this system.			PA0024716
4.	What is the reserve capacity of the most limiting component between this connection and the treatment facility?			
5.	INITIAL POPULATION: 1,320 people	DESIGN YEAR POPULATION: 1,320 people		
6.	DESIGN FLOW DATA:			
	a. Laterals and Submain Sewers	(GPCD)	350	
	b. Interceptors	(GPCD)	-0-	
	c. Average Daily Flow	(mgd)	0.241	
	d. Infiltration/Inflow (I/I)	(mgd)	-0-	
	e. Industrial Waste Flow	(mgd)	-0-	
	f. Total Average Design Flow	(mgd)	0.241	
	g. Maximum Expected Flowrate (Peak Instantaneous)	(mgd)	0.603	
7.	GENERAL INFORMATION:			
	a. Describe measures taken to reduce I/I in the system including leakage test and reference applicable portion of the specifications. This is a new system that will be maintained/inspected full time during construction. Manholes, mainlines, and laterals will be air tested.			
	b. Describe any overflows within the system. None			
	c. If applicable, describe capacity of receiving sewers and pumping station. This new system(except Upper Lehigh) will be conveyed to an existing system within Freeland Borough as part of the Freeland Municipal Authority's(FMA) collection system. The system witin Highland and Youngstown will be pumped to the Wyoming Avenue Pump Station(current capacity 0.50MGD), while the Woodside and Sub-Area 5 Sections will flow by gravity to this pump station. Upper Lehigh will have a direct connection to the Treatment plant via a gravity collections system and then pumped to the plant with a current capactiy of 0.75MGD. The minimum main line is 8" gravity at a slope great enough to produce a minimum scour velocity of 2.0 feet per second when full flowing conditions are present on a minimum of 0.603 MGD.			

3800-PM-WSWM0400b Rev. 10/2004
Permit Application

Applicant Name: Foster Township

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

APPLICATION FOR WATER QUALITY MANAGEMENT PERMIT

Before completing this form, read the step-by-step instructions provided in this application package.

Related ID#s (If Known)		DEP USE ONLY
Client ID# _____	APS ID# _____	Date Received & General Notes
Site ID# _____	Auth ID# _____	
Facility ID# _____		

APPLICANT IDENTIFIER

Applicant Name: Foster Township

Current Mailing Address: 1000 Wyoming Avenue, P.O. Box 465, Freeland, PA 18224

Current Phone Number: (570) 6363757

FACILITY TYPE (Check all appropriate boxes below)

- ☐ Treatment Plant Summary – Module 1
- ☒ Sewer System – Module 2
- ☐ Flow Equalization and Grit Chambers – Module 3
- ☐ Screening and Settling – Module 4
- ☐ Trickling Filters and Aeration – Module 5
- ☐ Chemical Treatment – Module 6
- ☐ Rapid Sand Filters – Module 7
- ☐ Other Filters and Disinfection – Module 8
- ☐ Aerobic Digestion Tanks – Module 9
- ☐ Anaerobic Digestion – Module 10
- ☐ Sludge Filters and Centrifuges – Module 11
- ☐ Sludge Drying Beds – Module 12
- ☐ Stream Encroachment and Crossings – Module 13
- ☐ Spray Irrigation – Module 14
- ☐ Industrial Wastewater Treatment Facility – Module 15
- ☐ Small Flow Treatment Facility – Module 16
- ☒ Sewer Extensions – Module 17
- ☐ Manure Storage Facilities – Module 18
- ☐ Supplementary Geology and Groundwater Information – Module 19
- ☐ Impoundments – Module 20
- ☐ Sequencing Batch Reactor – Module 21
- ☒ Pump Stations – Module 22

COMPLIANCE HISTORY REVIEW

Is/was the facility owner or operator in violation of any DEP regulation, permit, order or schedule of compliance at this or any other facility? ☐ Yes ☒ No

If "Yes," list each permit, order and schedule of compliance and provide compliance status. Use additional sheets to provide information on all permits.

Permit Program	Permit No.
Brief Description of Noncompliance	

Steps Taken to Achieve Compliance	Date(s) Compliance Achieved

Current Compliance Status ☒ In Compliance ☐ In Noncompliance

3800-PM-WSWM0400b Rev. 10/2004
Permit Application

Applicant Name: Foster Township

CERTIFICATION (Check appropriate box below.)

I certify under penalty of law that I

- ☐ am the applicant
- ☑ am an officer or official of the applicant
- ☐ have the authority to make this application (attach delegation of signatory authority) and that the plans, reports and documents designated and attached here with part of the application are true and correct to the best of my knowledge and belief.

Georgiann Eckrote-Jones	Secretary / Treasurer
Name (type or print legibly)	Official Title
Georgiann Eckrote-Jones	3-21-06
Signature	Date

(Use corporate or professional seal as appropriate.)

Taken, sworn and subscribed before me, this 21st day of MARCH 2006

Notary Seal

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Albert F. Maier, Jr., Notary Public
Freeland Boro, Luzerne County
My Commission Expires July 23, 2008
Member, Pennsylvania Association Of Notaries

REGISTERED PROFESSIONAL ENGINEER

This is to certify that I have personally reviewed all engineering information contained in the accompanying modules, drawings, specifications and other documents which are part of this application and that I have found it to be of good engineering quality, true and correct, and is in conformance with the requirements of the Department of Environmental Protection (DEP), and it does not, to the best of my knowledge, withhold information that is pertinent to a determination of compliance with the requirements of DEP.

Name of Design Engineer:	Michael J. Pasonick, Jr., P.E.
Design Firm:	Michael J. Pasonick, Jr., Inc.
Mailing Address:	165 North Wilkes-Barre Blvd.
	Wilkes-Barre, PA 18702
Telephone Number:	(570) 823-4712
E-mail Address:	pasonick@msn.com

Professional Seal

Michael J. Pasonick Jr.
Signature of Professional Engineer

NOTICE: It is an offense under Pennsylvania Criminal Code to affirm a false statement in documents submitted to DEP.

DEP will consider the registered professional engineer whose seal is affixed to design documents to be fully responsible for the adequacy of all aspects of facility designs. The application and supporting documentation submitted for sewerage projects will be reviewed to ensure general consistency with good engineering practices, and the applicable design guidelines of DEP.

3800-PM-WSWM0400t Rev. 10/2004
Module 17

Applicant Name: Foster Township, Luzerne County, Pennsylvania

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

SEWER EXTENSIONS
MODULE 17

APPLICANT NAME	Foster Township, Luzerne County, Pennsylvania					
PROJECT INFORMATION						
If the project is associated with existing or proposed residential or industrial development, complete the following:						
Name of Development	Foster Township					
Type of Development	Sanitary Sewer Extensions and Pump Stations					
Number of Units	688 EDU's	Project Acreage 360 Acres				
BASIS OF DESIGN						
Design Year: 2005	Design Population: 1,320 people					
SEWER SYSTEM						
1. CLASS OF CONSTRUCTION	☒ NEW SYSTEM	☒ REPLACEMENT OF EXISTING SYSTEMS		☒ SANITARY		
2. INITIAL POPULATION 1,320 people	DESIGN YEAR POPULATION 1,320 people					
3. List the WQM permit number of the sewer to which this system connects.	PA0024716					
4. List the WQM permit number of the treatment facility receiving flow from this system.	PA0024716					
5. What is the reserve capacity of the most limiting component between this connection and the treatment facility?						
6. LOCATION						
USGS Quadrangle Name Freeland						
Latitude/Longitude of Connection Point	Latitude Degrees	Minutes	Seconds	Longitude Degrees	Minutes	Seconds
7. DESIGN FLOW DATA						
a. Laterals and Submain Sewers	(GPCD)	350				
b. Average Daily Flow	(mgd)	0.241				
c. Infiltration/Inflow (I/I)	(mgd)	-0-				
d. Industrial Waste Flow	(mgd)	-0-				
e. Total Average Design Flow	(mgd)	0.241				
f. Maximum Expected Flowrate (Peak Instantaneous)	(mgd)	0.603				
8. Describe measures taken to minimize I/I in the system including leakage test and reference applicable portion of the specifications.						
This is a new system that will be maintained/inspected full time during construction. Manholes, mainlines, and laterals will be air tested.						

3800-PM-WSWM0400t Rev. 10/2004
Module 17

Applicant Name: Foster Township, Luzerne County, Pennsylvania

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

SEWER EXTENSIONS
MODULE 17

APPLICANT NAME	Foster Township, Luzerne County, Pennsylvania					
PROJECT INFORMATION						
If the project is associated with existing or proposed residential or industrial development, complete the following:						
Name of Development	Foster Township					
Type of Development	Sanitary Sewer Extensions and Pump Stations					
Number of Units	688 EDU's	Project Acreage 360 Acres				
BASIS OF DESIGN						
Design Year: 2005		Design Population: 1,320 people				
SEWER SYSTEM						
1. CLASS OF CONSTRUCTION	☒ NEW SYSTEM	☒ REPLACEMENT OF EXISTING SYSTEMS		☒ SANITARY		
2. INITIAL POPULATION 1,320 people		DESIGN YEAR POPULATION 1,320 people				
3. List the WQM permit number of the sewer to which this system connects.				PA0024716		
4. List the WQM permit number of the treatment facility receiving flow from this system.				PA0024716		
5. What is the reserve capacity of the most limiting component between this connection and the treatment facility?						
6. LOCATION						
USGS Quadrangle Name	Freeland					
Latitude/Longitude of Connection Point	Latitude			Longitude		
	Degrees	Minutes	Seconds	Degrees	Minutes	Seconds
Point #1 - Intersection of Carbon and Fern Streets	41	0	51	75	53	59
7. DESIGN FLOW DATA						
a. Laterals and Submain Sewers		(GPCD)	350			
b. Average Daily Flow		(mgd)	0.0007			
c. Infiltration/Inflow (I/I)		(mgd)	-0-			
d. Industrial Waste Flow		(mgd)	-0-			
e. Total Average Design Flow		(mgd)	0.0007			
f. Maximum Expected Flowrate	(Peak Instantaneous)	(mgd)	0.00175			
8. Describe measures taken to minimize I/I in the system including leakage test and reference applicable portion of the specifications.						
This is a new system that will be maintained/inspected full time during construction. Manholes, mainlines, and laterals will be air tested.						

3800-PM-WSWM0400t Rev. 10/2004
Module 17

Applicant Name: Foster Township, Luzerne County, Pennsylvania

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

SEWER EXTENSIONS
MODULE 17

APPLICANT NAME	Foster Township, Luzerne County, Pennsylvania					
PROJECT INFORMATION						
If the project is associated with existing or proposed residential or industrial development, complete the following:						
Name of Development	Foster Township					
Type of Development	Sanitary Sewer Extensions and Pump Stations					
Number of Units	688 EDU's	Project Acreage 360 Acres				
BASIS OF DESIGN						
Design Year: 2005	Design Population: 1,320 people					
SEWER SYSTEM						
1. CLASS OF CONSTRUCTION	☒ NEW SYSTEM	☒ REPLACEMENT OF EXISTING SYSTEMS	☒ SANITARY			
2. INITIAL POPULATION 1,320 people	DESIGN YEAR POPULATION 1,320 people					
3. List the WQM permit number of the sewer to which this system connects.	PA0024716					
4. List the WQM permit number of the treatment facility receiving flow from this system.	PA0024716					
5. What is the reserve capacity of the most limiting component between this connection and the treatment facility?						
6. LOCATION						
USGS Quadrangle Name	Freeland					

Latitude/Longitude of Connection Point	Latitude			Longitude		
	Degrees	Minutes	Seconds	Degrees	Minutes	Seconds
Point #2 - Intersection of Wyoming Avenue & alley between Adams and Park Street(if extended)	41	0	46	75	53	39

7. DESIGN FLOW DATA			
a. Laterals and Submain Sewers		(GPCD)	350
b. Average Daily Flow		(mgd)	0.0021
c. Infiltration/Inflow (I/I)		(mgd)	-0-
d. Industrial Waste Flow		(mgd)	-0-
e. Total Average Design Flow		(mgd)	0.0021
f. Maximum Expected Flowrate	(Peak Instantaneous)	(mgd)	0.00525

8. Describe measures taken to minimize I/I in the system including leakage test and reference applicable portion of the specifications.

This is a new system that will be maintained/inspected full time during construction. Manholes, mainlines, and laterals will be air tested.

3800-PM-WSWM0400y Rev. 10/2004
Module 22

Applicant Name: Foster Township, Luzerne County, Pennsylvania

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

PUMP STATIONS
MODULE 22

APPLICANT NAME	Foster Township, Luzerne County, Pennsylvania					
PUMP STATION (Submit separate module for each pump station.)						
1. PUMP STATION NAME: Upper Lehigh						
2. List the WQM permit number of the sewer to which this system connects.	PA0024716					
3. List the WQM permit number of the treatment facility receiving flow from this system.	PA0024716					
4. What is the reserve capacity of the most limiting component between this connection and the treatment facility?						
5. LOCATION (street name, etc.): Main Street (S.R. 2049), Upper Lehigh						
USGS Quadrangle Name	Freeland					
Latitude/Longitude of Pump Station	Latitude			Longitude		
	Degrees	Minutes	Seconds	Degrees	Minutes	Seconds
Upper Lehigh Pump Station - S.R. 2049	41	01	43	75	53	47
Latitude/Longitude of Connection Point	Latitude			Longitude		
	Degrees	Minutes	Seconds	Degrees	Minutes	Seconds
Existing Manhole near FMA's Treatment Plant	41	01	37	75	53	43
6. TYPE (e.g., conventional, suction lift, ejector or submersible):						
7. INITIAL POPULATION TO BE SERVED: 350 DESIGN YEAR: 2005	FUTURE POPULATION TO BE SERVED:					
8. DESIGN INFORMATION:		**AVG (mgd)**			**MAX (Peak Instantaneous) (mgd)**	
a. Domestic Flowrate (based on design population to be served)		0.0385			0.0963	
b. Industrial Flowrate		-0-			-0-	
c. Infiltration/Inflow (I/I) Rate		-0-			-0-	
d. Design Flowrate						
e. Effective Wet Well Capacity	(gal)					
f. Detention Time	(min)					
g. Design Average Velocity in Force Main	(fps)					
h. Total Dynamic Head (Pump Station + Force Main)	Static Head	ft				
	Friction Loss	ft				
	TDH	ft				
i. Diameter of Force Main	4 inches					
9. Describe the proposed project with respect to the 100-year flood elevation, ventilation, emergency power provision and alarm system.						

MICHAEL J. PASONICK, JR., INC.

Consulting Engineers & Surveyors
165 NORTH WILKES-BARRE BOULEVARD
WILKES-BARRE, PENNSYLVANIA 18702
AREA CODE (570)
PHONE: 823-4712
FAX: 823-4727

December 6, 2005

Delaware River Basin Commission
25 State Police Drive
P.O. Box 7360
West Trenton, New Jersey 08628-0360

Dear Commissioners:

The purpose of this notice is to inform you of our intent to submit an application to the Pennsylvania Department of Environmental Protection (DEP) for the following project:

Project Name: Foster Township – Sanitary Sewer Extensions and Pump Stations

Applicant Contact: Foster Township
P.O. Box 465
1000 Wyoming Avenue
Freeland, PA 18224
(570) 636-3757

Project Location: Foster Township, Luzerne County, Pennsylvania

Project Description: NPDES Part II – Water Management Permit Application: Construction of a Gravity Collection and Conveyance System with Pump Stations for the areas of Highland, Youngstown, Upper Lehigh, Woodside, and Sub-Area 5.

General NPDES Permit for Stormwater Discharges Associated with Construction Activities. This project involves the construction of a new sanitary system that will consist of approximately the following: 45,000 feet of 8" and 6,500 feet of 10" gravity sewer lines, 11,000 feet of force main, 160 pre-cast sewer manholes, 3 pump stations, and 530 lateral connections.

Section 1905-A of the Commonwealth Administrative Code, as amended by Act 14, requires that each applicant for a DEP permit must give written notice to the municipality(ies) and the county(ies) in which the permitted activity is located. The written notices shall be received by the municipality(ies) and county(ies) at least 30 days before the Department may issue or deny the permit.

Enclosed is a General Information Form (GIF) we have completed for this project. DEP invites you to review the attached GIF and comment on the land use aspects of this project; please be specific when identifying any areas of conflict.

In addition, Acts 67, 68, and 127 of 2000, which amended the Municipalities Planning Code (MPC) to direct state agencies to consider comprehensive plans and zoning ordinances when reviewing applications for permitting of facilities or infrastructure, and specify that state agencies may rely upon comprehensive plans and zoning ordinances under certain conditions as described in Sections 619.2 and 1105 of the MPC.

Enclosed is a copy of the permit application completed by Michael J. Pasonick, Jr., Inc. for this project. DEP invites you to review the attached application and comment on the accuracy of the answers provided with regard to land use aspects of this project; please be specific to DEP and focus on relationship to zoning ordinances.

If you wish to submit comments for DEP to consider in a land use review of this project, you must respond within 30 days to the DEP Regional Office listed below. If there are no land use comments received by the end of the comment period, DEP will assume that there are no substantive land use conflicts and proceed with the normal application review process.

Please submit any comments concerning this project within 30 days from the date of receipt of this letter to the DEP Northeast Regional Office, 2 Public Square, Wilkes-Barre, PA 18711-0790

For more information about this land use review process, please visit www.dep.state.pa.us(DirectLINK): Land Use Reviews).

Sincerely,

Thomas E. Barna, Jr.
Michael J. Pasonick, Jr., Inc.

Enclosure (completed GIF & NPDES/NOI))

Cc: Foster Township Board of Supervisors
Freeland Borough Council
MJP File

MICHAEL J. PASONICK, JR., INC.

Consulting Engineers & Surveyors
165 NORTH WILKES-BARRE BOULEVARD
WILKES-BARRE, PENNSYLVANIA 18702
AREA CODE (570)
PHONE: 823-4712
FAX: 823-4727

December 6, 2005

Luzerne County
Board of Commissioners
Courthouse Annex
Wilkes-Barre, PA 18711

Dear Commissioners:

The purpose of this notice is to inform you of our intent to submit an application to the Pennsylvania Department of Environmental Protection (DEP) for the following project:

Project Name:	Foster Township – Sanitary Sewer Extensions and Pump Stations
Applicant Contact:	Foster Township P.O. Box 465 1000 Wyoming Avenue Freeland, PA 18224 (570) 636-3757
Project Location:	Foster Township, Luzerne County, Pennsylvania
Project Description:	NPDES Part II – Water Management Permit Application: Construction of a Gravity Collection and Conveyance System with Pump Stations for the areas of Highland, Youngstown, Upper Lehigh, Woodside, and Sub-Area 5.

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Sincerely,

Thomas E. Barna, Jr.
Michael J. Pasonick, Jr., Inc.

Enclosure (completed GIF)

Cc: Foster Township Board of Supervisors
Freeland Borough Council
MJP File

MICHAEL J. PASONICK, JR., INC.

Consulting Engineers & Surveyors
165 NORTH WILKES-BARRE BOULEVARD
WILKES-BARRE, PENNSYLVANIA 18702
AREA CODE (570)
PHONE: 823-4712
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December 6, 2005

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Board of Supervisors
1000 Wyoming Avenue
P.O. Box 465
Freeland, PA 18224

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Sincerely,

Thomas E. Barna, Jr.
Michael J. Pasonick, Jr., Inc.

Enclosure (completed GIF)

Cc: Luzerne County Board of Commissioners
Freeland Borough Council
MJP File

MICHAEL J. PASONICK, JR., INC.
Consulting Engineers & Surveyors
165 NORTH WILKES-BARRE BOULEVARD
WILKES-BARRE, PENNSYLVANIA 18702
AREA CODE (570)
PHONE: 823-4712
FAX: 823-4727

December 6, 2005

Borough of Freeland
Board of Council
Centre & Walnut Streets
Freeland, PA 18224

Dear Council:

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Project Name: Foster Township – Sanitary Sewer Extensions and Pump Stations

Applicant Contact: Foster Township
P.O. Box 465
1000 Wyoming Avenue
Freeland, PA 18224
(570) 636-3757

Project Location: Foster Township, Luzerne County, Pennsylvania

Project Description: NPDES Part II – Water Management Permit Application: Construction of a Gravity Collection and Conveyance System with Pump Stations for the areas of Highland, Youngstown, Upper Lehigh, Woodside, and Sub-Area 5.

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Thomas E. Barna, Jr.
Michael J. Pasonick, Jr., Inc.

Enclosure (completed GIF)

Cc: Foster Township Board of Supervisors
Luzerne County Board of Commissioners
MJP File

MICHAEL J. PASONICK, JR., INC.

Consulting Engineers & Surveyors
165 NORTH WILKES-BARRE BOULEVARD
WILKES-BARRE, PENNSYLVANIA 18702
AREA CODE (570)
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December 6, 2005

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Board of Council
Centre & Walnut Streets
Freeland, PA 18224

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Applicant Contact:	Foster Township P.O. Box 465 1000 Wyoming Avenue Freeland, PA 18224 (570) 636-3757
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Project Description:	General NPDES Permit for Stormwater Discharges Associated with Construction Activities. This project involves the construction of a new sanitary system that will consist of approximately the following: 45,000 feet of 8" and 6,500 feet of 10" gravity sewer lines, 11,000 feet of force main, 160 pre-cast sewer manholes, 3 pump stations, and 530 lateral connections.

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Sincerely,

Thomas E. Barna, Jr.
Michael J. Pasonick, Jr., Inc.

Enclosure (completed NPDES/NOI)

Cc: Foster Township Board of Supervisors
Luzerne County Board of Commissioners
MJP File

MICHAEL J. PASONICK, JR., INC.

Consulting Engineers & Surveyors
165 NORTH WILKES-BARRE BOULEVARD
WILKES-BARRE. PENNSYLVANIA 18702
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December 6. 2005

Luzerne County
Board of Commissioners
Courthouse Annex
Wilkes-Barre. PA 18711

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Thomas E. Barna, Jr.
Michael J. Pasonick, Jr., Inc.

Enclosure (completed NPDES/NOI)

Cc: Foster Township Board of Supervisors
Borough of Freeland
MJP File

MICHAEL J. PASONICK, JR., INC.

Consulting Engineers & Surveyors
165 NORTH WILKES-BARRE BOULEVARD
WILKES-BARRE, PENNSYLVANIA 18702
AREA CODE (570)
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December 6, 2005

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1000 Wyoming Avenue
P.O. Box 465
Freeland, PA 18224

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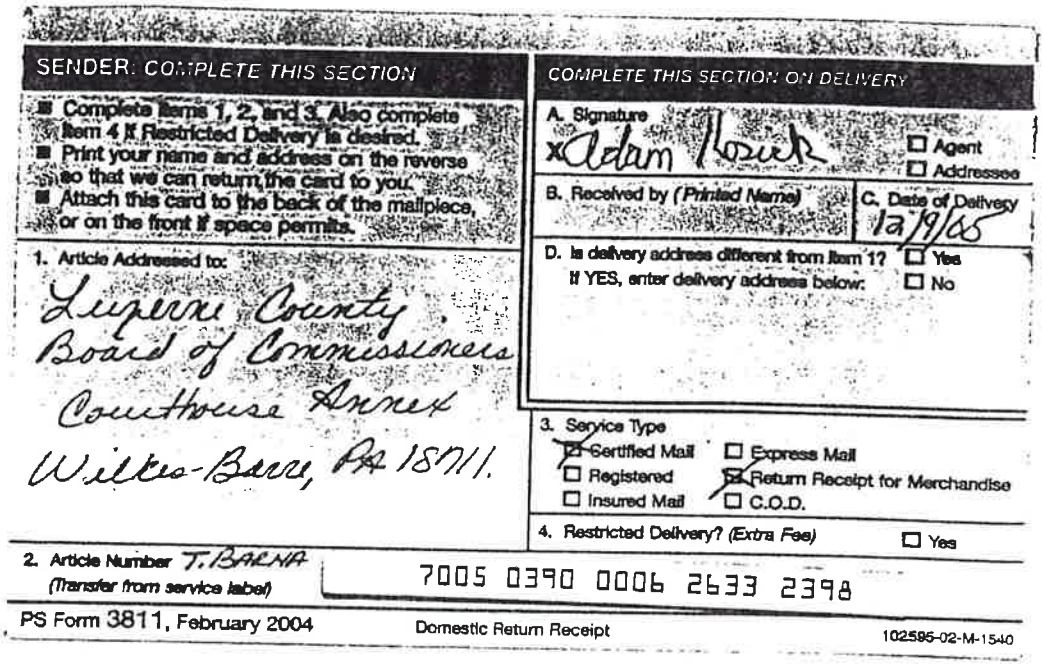
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Sincerely,

Thomas E. Barna, Jr.
Michael J. Pasonick, Jr., Inc.

Enclosure (completed NPDES/NOI)

Cc: Luzerne County Board of Commissioners
Borough of Freeland
MJP File



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Luzerne County
Board of Commissioners
Courthouse Annex
Wilkes-Barre, PA 18711.

COMPLETE THIS SECTION ON DELIVERY

A. Signature
x Adam Nosek ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery 12/9/05

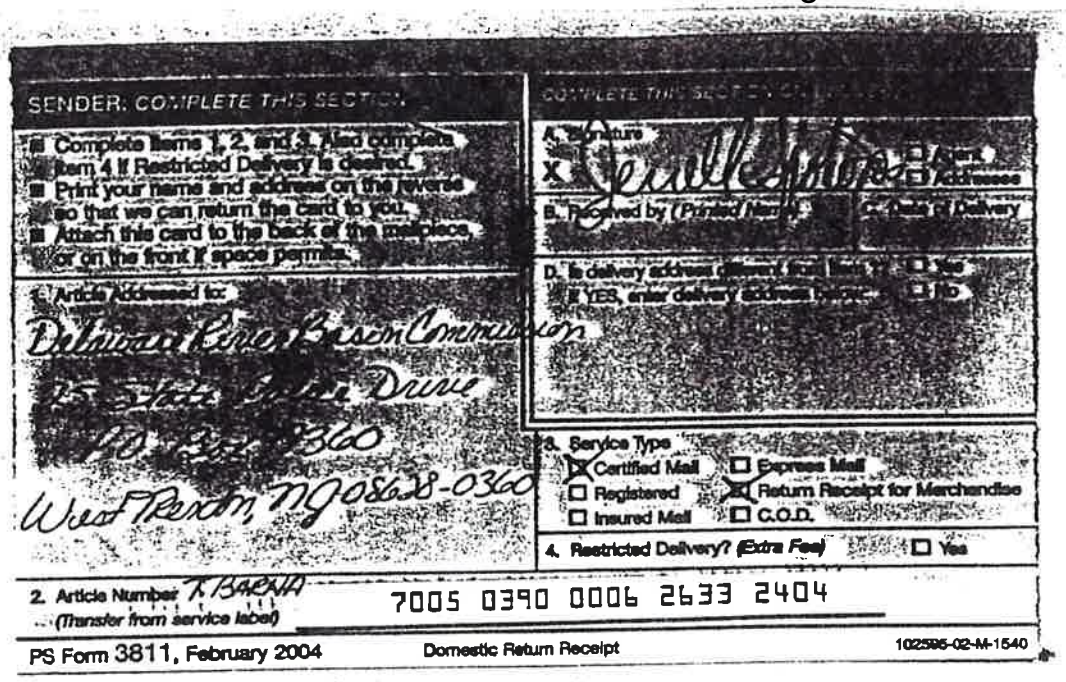
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number T. BACNA
(Transfer from service label) 7005 0390 0006 2633 2398

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Delaware River & Bay Commission
P.O. Box 360
West Trenton, NJ 08628-0360

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7005 0390 0006 2633 2404

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Foster Township
Board of Supervisors
1100 Wyoming Avenue
P.O. Box 465
Forty Fort, PA 18704

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) [illegible] C. Date of Delivery 12-8-2

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7005 0390 0006 2633 2423

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Borough of Freeland
Attn: Mayor
Centre & Walnut Streets
Freeland, PA 18224

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☒ Agent ☐ Addressee

B. Received by (Printed Name) M. SUNDERMAN C. Date of Delivery 12/8/04

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED PA 18224 DEC 8 2004

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7005 0390 0006 2633 2423

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

Pennsylvania Department of Environmental Protection

2 Public Square
Wilkes-Barre, PA 18711-0790

Northeast Regional Office

570-826-2511
Fax 570-830-3016

March 11, 2004

CERTIFIED MAIL NO. 7001 2510 0008 2118 4082

Ms. Greta Zoshak, Secretary
Foster Township
P. O. Box 465
Freeland, PA 18224

Re: Official Sewage Facilities Plan Update Revision
Villages of Highland, Youngstown, Woodside
and Upper Lehigh
Foster Township, Luzerne County

Dear Ms. Zoshak:

The Department has reviewed the Official Sewage Facilities Plan Update Revision (Plan) materials dated March 7, 2003 (received by the Department on March 11, 2003), November 13, 2003 (received by the Department on November 13, 2003) and January 23, 2004 (received by the Department on January 26, 2004), as submitted by Michael J. Pasonick, Jr., Inc., on behalf of Foster Township.

The Department's review has found that the Plan is acceptable and hereby grants planning approval. This review has also not identified any significant environmental impacts resulting from this proposal.

The Plan calls for the construction of a new gravity wastewater collection system and associated pump stations and force mains to serve approximately 442 Equivalent Dwelling Units (EDU's) located in the Woodside, Youngstown, Highland, and Upper Lehigh areas of Foster Township, as specified in the "Freeland Borough Alternative 2" text and mapping found in the Plan. The Plan also proposes replacement of the existing municipal wastewater collection system located in Foster Township and known as Sub-Area 5 of the Freeland Area Wastewater Collection System. This system currently serves approximately 246 EDU's. Wastewater from all of the previously described areas, except Upper Lehigh, will be conveyed to an existing force main owned by the Freeland Municipal Authority (Authority) for transmission to the Authority's Wastewater Treatment Facility for ultimate treatment and discharge. Wastewater from the Upper Lehigh area will be conveyed directly to the Authority's Wastewater Treatment Facility via the proposed gravity interceptor, pump station and force main.

Financing of the wastewater collection and conveyance systems is to be provided by the Pennsylvania Infrastructure Investment Authority (PENNVEST).

In accordance with the provisions of the Pennsylvania Sewage Facilities Act, 35 P.S. § 750.1 - § 750.20(a) (Act 537), and Chapter 71 of the Department's regulations (25 Pa. Code Ch. 71), the Department will hold Foster Township responsible for the complete and timely implementation of the Plan's selected wastewater disposal alternative as listed in the Plan and its corresponding schedule of implementation.

Please be advised that any additional wastewater-related improvements, additions, deletions or changes outside of those explicitly described in the Plan and its correspondence, must be in compliance with the Department's regulations and be submitted to and approved by the Department in writing.

This approval correspondence covers only the wastewater planning aspects of the selected wastewater disposal alternative as it relates to the Township's Official Sewage Facilities Plan. The proposed project will require a Water Management Part II Permit for the construction and operation of the proposed sewage facilities. Issuance of a Part II Permit will be based upon a technical evaluation of the permit application and supporting documentation. Starting construction prior to obtaining a Part II Permit is a violation of the Clean Streams Law.

Enclosure: Application for A...

Please include a copy of this approval correspondence with the Water Management Part II Permit Application when it is submitted to this office.

Other departmental permits may be required for construction if encroachment to streams or wetlands will result. Information regarding the requirements for such permits or approvals can be obtained from the Northeast Regional Office's Soils and Waterways Section at the letterhead address or by telephoning 570-826-2511. Systems Design Engineering Inc. needs to contact Ms. Mary Hastings of the Soils and Waterways Section to discuss the type(s) of permits required for the proposed project.

Since the Department has approved your Plan, you are now eligible to receive a 50 percent planning cost reimbursement as provided under Section 6 of the Sewage Facilities Act (Act 537). A copy of the reimbursement application is enclosed. You are reminded that reimbursement applications must show detailed cost breakdowns of tasks completed or you will place your reimbursement in jeopardy.

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

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.

IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD (717-787-3483) FOR MORE INFORMATION.

Please contact Mr. Scott F. Novatnak, of my staff, at 570-826-2337, if you have any questions.

Sincerely,

Kate Crowley
Program Manager
Water Management Program

Enclosure: Application for Act 537 Sewage Facilities Planning Assistance

cc: Mr. Thomas Barna, Jr./ Michael J. Pasonick, Jr., Inc. (w/Enclosure)
Mr. James Mundy, Chairman/Foster Township Planning Commission (w/o Enclosure)
~~Mr. Adrian Merolli, Executive Director, Luzerne Co. Planning Commission (w/o Enclosure)~~
Ms. Anna Marie Durange, Secretary/Freeland Municipal Authority (w/o Enclosure)
Ms. Marion Sunderman, Secretary/Borough of Freeland (w/o Enclosure)
Ms. Maryanne Petrilla, Township Manager/Butler Township (w/o Enclosure)
Ms. Jacqueline Peleschak, Alfred Benesch & Company (w/o Enclosure)
Ms. Albert Maier Jr., Municipal Solicitor/Foster Township (w/Enclosure)
Mr. Peter Fagan, Authority Solicitor/Freeland Municipal Authority (w/o Enclosure)
Mr. Michael Gallagher Jr. P.E./PENNVEST (w/o Enclosure)

Pennsylvania Department of Environmental Protection

2 Public Square
Wilkes-Barre, PA 18711-0790

March 15, 2004

Northeast Regional Office

570-826-2511
Fax 570-830-3016

CERTIFIED MAIL NO. 7001 2510 0008 2118 4099

Mr. William Murphy, Manager
Freeland Municipal Authority
Water and Sewer Division
PO Box C
Freeland, PA 18224

Re: Exception to Ban
Foster Twp. Wastewater Collection System Improvements
Foster Township, Luzerne County

Dear Mr. Murphy:

Thank you for your correspondence dated January 22, 2004, to Mr. Scott Novatnak concerning the matter reference above. The Department has reviewed your correspondence and has determined the following.

Foster Township has proposed to replace and expand its existing and proposed wastewater collection and conveyance system located in Sub-Area 5 of the Freeland Municipal Authority's (Authority) service area. Portions of this area currently discharge their wastewater to a wildcat sewer system and lines located in Foster Township. Foster Township has also proposed the installation of a wastewater collection system in the Village of Upper Lehigh in Foster Township. This collection system will also receive wastewater from the portion of the Village of Upper Lehigh located in Butler Township. Wastewater from the structures located in both the Foster and Butler Township portions of Upper Lehigh is currently discharged to malfunctioning on-lot disposal systems and wildcat sewers.

The portion of the service area located in Sub-Area No. 5 of the Freeland Area Wastewater Collection System is subject to excessive amounts of Infiltration/Inflow (I/I). The untreated and inadequately treated discharges of wastewater that currently exist within the areas previously mentioned constitute a public health hazard. Therefore, based on the documentation submitted in the most recent Official Sewage Facilities Plan Update Revision submissions for Foster and Butler Townships and the Department's regulations at 25 Pa. Code §94.57, the request for an exception to the current sewer connection ban for the project referenced and described above is granted.

Please contact Scott F. Novatnak, of my staff, at 570-826-2337, or via the Internet at snovatnak@state.pa.us, if you have any questions.

Sincerely,

Michael J. Brunamonti, P.E.
Chief, Planning Section
Water Management Program

cc: Peter J. Fagan, Esq.
Mr. Christopher McCue, P.E.
Ms. Greta Zoshak, Secretary
Mr. Thomas Barna
Ms. Mary Anne Petrilla, Township Manager
Ms. Natalie O'Connor

Design Engineer's Report

For

Foster Township
Sanitary Sewer Extensions and Pump Stations

Township of Foster, Luzerne County

PREPARED FOR:

Foster Township
1000 Wyoming Avenue
P.O. Box 465
Freeland, Pennsylvania 18224
(570) 636-3757

PREPARED BY:

Michael J. Pasonick, Jr., Inc.
Consulting Engineers & Surveyors
165 North Wilkes-Barre Blvd.
Wilkes-Barre, PA 18702
(570) 823-4712

Date: January 2006

APPENDIX "A"
SEWER EXTENSIONS AND PUMPING STATIONS

I. SEWER EXTENSIONS

A. This project consists of the replacing sanitary sewers located within Sub-Area 5(246 EDU's as designated by DEP and Freeland Borough), and installing a new collection and conveyance system for the Villages of Highland (85 EDU's), Youngstown (43 EDU's), Upper Lehigh (83 EDU's), and Woodside District of Foster Township. The sewer system will initially serve 688 EDU's. With future development of vacant lots, there is a potential to serve 750 EDU's with the new system. The wastewater which is currently being discharged to individual on-lot systems will be connected and conveyed to the Freeland Municipal Authority's Wastewater Treatment Facility with an NPDES Permit No. PA0024716.

B. This project involves the construction of a new sanitary system that will consist of approximately the following: 14,000 ft of 6" laterals, 45,000 ft of 8", and 6,500 ft of 10" gravity sewer lines, 11,000 feet of force main, 160 pre-cast sewer manholes, 4 pump stations, and 550 lateral connections.

The initial projected sewage flow is 240,800 GPD from an estimated 688 EDU's. This was calculated assuming that on average, 3.5 persons/household and 1 person generates approximately 100 GPD of wastewater.

(688 EDU's) x (3.5 people / EDU) x (100 gpcd) = 240,800 GPD

The future projected sewage flow for the extension is 262,500 GPD from an estimated 750 EDU's.

C. Gravity Sewer Design and Construction.

1. *Minimum Size* - Eight inch diameter sewers are the minimum design for this project and are recommended. Laterals will consist of six inch diameter pipe.

2. *Minimum Depth* – Gravity sewers are designed to be placed well below the frost line at all points. This project, the minimum depth to top of pipe is four (4) feet.

3. *Slope* – All sewers shall be so designed and constructed to give mean velocities, when flowing full, of not less than 2.0 fps based on Manning's formula using an "n" value of 0.013. Based on an "n" value of 0.013, the following are the minimum slopes which will be provided; however, slopes greater than these are desirable: 6" *-0.006ft/ft. 8" – 0.004 ft/ft. 10" – 0.0028ft/ft. and 12"-0.0022 ft/ft.*

4. *Alignment* – All gravity sewers are designed for straight alignment with no curvatures.

5. *Location* - Unless necessary, manholes should not be located in drainage-ways or flood-prone areas. If any flooding over manholes is anticipated, they shall be provided with watertight covers. Manholes shall be installed at the end of each line and as follows: at all changes in grade, size, or alignment, at all intersections, and at distances not greater than 400 feet.

6. *Construction* – For excavation, bedding, backfill, materials, and other technical information relating to the placement of gravity sewers for this project, refer to the "Contract Documents – Technical Specifications".

D. Sewage Pumping Stations, Force Mains Design and Construction

1. *Capacity of Pumps* - The pumps have been designed to have sufficient capacity to pump at least four times the design average flow rates for laterals and sub-main sewers; either two and one-half times the design average flow rate or peak hourly flow rate, whichever is greater, for main, trunk and interceptor sewers. Each pump shall be capable of handling peak sustained flow rates.

2. *Pump Type* - Sewage pumping stations that are of the dry well type are the most desirable.

3. *Force Main Size* - Force Mains shall be no smaller than 4-inch diameter except where grinder pumps are provided.

4. *Pipe Velocity* - At design average flow, a minimum cleansing velocity of at least two feet per second shall be maintained. A velocity of eight feet per second should not be exceeded.

5. *Valves* - Automatic air release valves shall be placed at high points in the force main to prevent air locking. A blow-off shall be placed at the low points where gritty material could accumulate and restrict flow through the force main. Access to air release facilities shall not be located in traffic-ways. Pressure and vacuum release valves will be employed at appropriate locations. Pressure sewers should be constructed on a gradually ascending slope to minimize air binding. Valve boxes are recommended about every 1,000 feet or major change in direction.

6. *Termination* - Force mains should enter the gravity sewer system at a point not more than two feet above the flow line of the receiving manhole. The design shall be such as to prevent turbulence and deterioration at this point.

E. Stream Crossings

1. *Cover Depth* - The top of sewers when entering or crossing streams shall be at a sufficient depth below the natural stream bed to protect the sewer line. The following cover requirements should be met:

   a. One foot of cover where the sewer is located in rock.

   b. Three feet of cover or more is required in other material depending on size of stream.

   c. In paved stream channels, immediately below the pavement.

   d. Shallow and intermittent streams may require insulating materials.

2. *Alignment* - Sewers crossing streams should be designed to cross the stream as nearly perpendicular as possible with no change in grade.

3. *Materials* - Sewers entering or crossing streams shall be constructed of cast or ductile iron pipe with mechanical joints or other watertight materials, encasements, and anchored so no changes in alignment or grade will occur. Refer to the Technical Specifications for acceptable materials.

II. WASTEWATER PUMPING STATIONS

A. The operation characteristics of the station at minimum, maximum, and average flows (both present and future).

B. Provisions for emergency standby power and handling of sewage in the event of complete failure of the station.

C. Preliminary cost estimate for construction and annual operating costs.

D. Any other factors which would affect design and use of the sewerage system.

E. Any other factors which may be required by PA DEP.

MODULE 2 – SEWER SYSTEM DESIGN CALCULATIONS

A. LATERALS AND SUBMAIN SEWERS

(3.5 people/edu) * (100 gpcd) = **350 gpcd**

B. INTERCEPTORS

No interceptor are contained within this project.

C. AVERAGE DAILY FLOW

(688 edu's) * (3.5 people/edu) * (100 gpcd) = 240,800 gpd
= **0.241 MGD**

D. INFILTRATION/INFLOW(I/I)

This is a new system and near Zero (0) I/I is anticipated.

E. INDUSTRIAL WASTE FLOW

No industrial wasteflow is contained within the service area.

F. TOTAL AVERAGE DESIGN FLOW

Average Daily flow + I/I + IW = 0.241 + 0 + 0 = **0.241 MGD**

G. MAXIMUM EXPECTED FLOWRATE(PEAK INSTANTANEOUS)

Multiplier * Average Daily Flow = 2.5 * 0.241 = **0.603 MGD**

MODULE 17 – SEWER EXTENSIONS
DESIGN CALCULATIONS

A. LATERALS AND SUBMAIN SEWERS

(3.5 people/edu) * (100 gpcd) = **350 gpcd**

B. INTERCEPTORS

No interceptor are contained within this project.

C. AVERAGE DAILY FLOW

(688 edu's) * (3.5 people/edu) * (100 gpcd) = 240,800 gpd
= **0.241 MGD**

D. INFILTRATION/INFLOW(I/I)

This is a new system and near Zero (0) I/I is anticipated.

E. INDUSTRIAL WASTE FLOW

No industrial wasteflow is contained within the service area.

F. TOTAL AVERAGE DESIGN FLOW

Average Daily flow + I/I + IW = 0.241 + 0 + 0 = **0.241 MGD**

G. MAXIMUM EXPECTED FLOWRATE(PEAK INSTANTANEOUS)

Multiplier * Average Daily Flow = 2.5 * 0.241 = **0.603 MGD**

MICHAEL J. PASONICK, JR., INC.
Consulting Engineers & Surveyors
165 North Wilkes-Barre Boulevard
Wilkes-Barre, PA 18702
Phone (570) 823-4712 - Fax (570) 823-4727

LETTER OF TRANSMITTAL

Date: 10/4/2006 Job No. 04-418

Attention: Mary Hastings

RE: Foster Township
Luzerne County, PA
Part II WQM Permit

TO:

PADEP
Northeast Regional Office
2 Public Square
Wilkes-Barre, PA 18711-0790

WE ARE SENDING YOU

X Attached ____ Under separate cover via Two Day FedEx the following items

____ Shop drawings X Prints ____ Plans ____ Samples ____ Specifications

____ Copy of Letter ____ Change Order X Other ____

COPIES	DATE	NO.	DESCRIPTION
2			Plan Drawings
2			Pump Station Modules
2			GIF, page 3, Module 2, Topographic Map, Design Engineer's Report, Appendix "A", page 1
1			MJP Reponse Letter

THESE ARE TRANSMITTED as checked below:

X	For Approval	____	Approved as submitted	____	Resubmit
____	For your use	____	Approved as noted	____	Submit
____	As requested	____	Returned for corrections	____	Return
X	For review and comment	____	Other: for Signature	____	
____	FOR BIDS DUE____ 20____.			____	PRINTS RETURNED AFTER LOAN TO US
____	FOR BIDS DUE____ 20____.			____	

____ copies for approval
____ copies for distribution
____ corrected prints

REMARKS: Pursuant to your June 5, 2006 comment letter, please find the requested additional or corrected information as per the comments for the Foster Township Sewer Project. If you should have any questions, please don't hesitate to contact Daryl Pawlush or myself.

COPY TO: MJP File

SUBMITTED BY: Tom Barna

RECEIVED
OCT - 4 2006
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Please acknowledge Receipt of Shipment(Delivery) by Signing and dating one copy of this form.

Debbie Bolek 10/4/06

MICHAEL J. PASONICK, JR., INC.

Consulting Engineers & Surveyors
165 NORTH WILKES-BARRE BOULEVARD
WILKES-BARRE, PENNSYLVANIA 18702
AREA CODE (570)
PHONE: 823-4712
FAX: 823-4727
October 5, 2006

Pennsylvania Department of Environmental Protection
Northeast Regional Office
Office of Water Management
2 Public Square
Wilkes-Barre, PA 18711-0790

Attn: Mary Hastings, P.E.

RE: DEP Application No. 4006404
APS No. 579569
Foster Township
Sanitary Sewer Extensions and Pump Stations
Foster Township, Luzerne County, PA

Dear Ms. Hastings:

Pursuant to your review letter, we are hereby submitting two sets of revised plan drawings and supporting documentation per the comments noted below:

1. Your submission did not include the required plans, details and calculations for the proposed pump stations. Note that a separate Module 22 is needed for each pump station, and must be completely filled out (pages 1 and 2). Pump performance curves should be provided as part of the design calculations.

   The complete Pump Station Design Calculations and Modules for the 4 pump stations are part of this submission.

2. There is conflicting information in the submission as to whether the Wyoming Avenue pump station is existing or proposed (for Example, Module 2 Section 7.c. description versus sheet No. 1 of Woodside Section plan set). Please clarify this in the narrative and plans, and provide information for design/modification of this pump station as applicable.

   There is an existing pump station located near Wyoming Avenue, to the east of Adams Street and is referenced "Wyoming Avenue Pump Station" in this and previous documents/correspondences with the Department. As the Department is aware, this pump station has been hydraulically overloaded and to this date has not been corrected by the Freeland Municipal Authority. Therefore, as part of this project, a new Wyoming Avenue Pump Station,

located near the existing pump station will be constructed to handle the existing flows and future design flows as shown in Module 22 and supporting design calculations.

3. Please revise the overall location map contained in the permit application to include the locations of the pump stations and the Freeland Municipal Authority Wastewater Treatment Facility.

   The locations of the 4 pump stations and the FMA's Wastewater Facility have been identified on the overall location map.

4. Detail drawings are needed for proposed drop manholes (for drawing sets in the Sections where drop manholes are utilized). Details should be consistent with Section 26.2 and 38.3 of the Department's "Domestic Wastewater Facilities Manual".

   Detail construction drawings for proposed drop manholes have been added to the sections where drop manholes are being installed and are consistent with the Department's Manual.

5. The distinction between existing versus proposed force mains is not clear on all plans. (Are all force mains proposed, or are any existing?)

   The only existing force main is the line from the existing Wyoming Avenue Pump Station and heading north via cross country, under Carbon Street and heads toward Graham Street. All other force mains are proposed for this project. This has been clarified on the project drawings.

6. For force mains or gravity lines that are directed to/from another Section, the drawing index sheets should indicate which Section/manhole the lines are directed to/from (for example, line from proposed MH #87 in Woodside, force main into Woodside MH #91, line from proposed MH #132 in Subarea 5, force main from Youngstown , etc.) Also indicate where flow goes from the pump station in the Woodside Section.

   Flow lines/paths from one Section to another has been clarified on the plan drawings. The flow from the pump station in the Woodside Section (Wyoming Avenue) has been shown on the plan as is also described in item number 5 above.

7. Drawings sheets 8, 9, and 10 for Upper Lehigh Section do not include the length, size, and material of the proposed sewer lines. Drawings 11 and 12 do no include manhole numbers. Please add this information.

   This information has been added to the plans.

8. On drawing sheet 9 for the Highland Section, a line that is labeled as a 2-inch low-pressure sewer line in plan view should be labeled 4-inch force main.

   This item has been revised accordingly.

9. The project description on page 3 of the GIF mentions proposed 6", 8" and 10" lines. The plan also show some 12" lines (Woodside). Please update the description accordingly.

   The project description within the GIF and Design Engineer's report has been revised to address the 12" sewer lines.

10. An original signature along with an embossed/original P.E. seal is required for the first page of each plan set. and the first page of the Design Engineer's Report.

    Item acknowledged.

We hope this submittal satisfies your concerns. Please call with any comments or questions so any outstanding items can be addressed as soon as possible.

We thank you for time and consideration with this project.

Sincerely,

Daryl Pawlush
Michael J. Pasonick, Jr., Inc.

Enclosures

Cc: MJP File

Project Description

This project proposes the replacement of existing santiary sewers and construction of new sewers. The sewers being replaced are located within the area of Foster Township designated as Sub-Area 5. These residents (246 EDU's) have the sewage collected, conveyed and treated at the Freeland Municipal Authority's(FMA) Wastewater Treatment Facilty. A new sanitary sewer collection and conveyance system is designed to service the Woodside District, and the villages of Youngstown, Highland, and Upper Lehigh. Sewer lines proposed will be mainly within the Township and State right-of-way. These five areas will have their sewage collected and conveyed to the FMA's Treatment Facility. The total limits of the sewer project will encompass approximately 600 acres (As outlined on the attached topographic map). The actual earth disturbance will only be a 4 foot wide trench for the pipe excavation (approximately: 14,000 ft of 6" laterals, 45,000 ft of 8", 6,500 ft of 10", and 1,100 ft of 12" gravity sewer lines, 11,000 feet of force main, 160 pre-cast sewer manholes, 4 pump stations(New pumps in Upper Lehigh, Highland, Youngstown and a replacement station at the Wyoming Avenue location), and 520 lateral connections)and approximately 30 square foot per manhole installation and minor grading around the pump stations. In toll, the disturbed area will be approximately 8.0 acres.

Project Consultant Last Name	First Name	MI	Suffix
Barna	Thomas	E.	Jr.

Project Consultant Title	Consulting Firm
Project Manager	Michael J. Pasonick, Jr., Inc.

Mailing Address Line 1	Mailing Address Line 2
165 North Wilkes-Barre Blvd.	

Address Last Line – City	State	ZIP+4
Wilkes-Barre	PA	18702

Phone	Ext	FAX	Email Address
570-823-4712		570-823-4727	tebarna@verizon.net;pasonick@msn.com

Time Schedules	Project Milestone (Optional)
January 2007	Out to Bid
February 2007	Open Bids
March 2007	Pre-Construction Meeting
April 2007	Start Construction
April 2008	End Construction
	Time schedules are subject to change due to approvals of governmental agencies

1.	**Is this application for an authorization type on the list of authorizations affected by the land use policy?**	☐	Yes	☒	No
	Note: If "Yes", continue with Question 2 below. If "No", skip Questions 2 & 3 below as well as the following Land Use Information section. For referenced list, see Appendix A attached to the GIF Instructions.				
2.	**If you are applying for an Air program authorization, does the permit authorize the construction of facilities outside an existing permitted area?**	☐	Yes	☐	No
	Note: If "Yes" to Question 1 above and "No" to Question 2, skip Question 3 below as well as the following Land Use Information section. If "Yes" to both Questions 1 & 2, continue with Question 3 below.				
3.	**Have you attached or submitted municipal and county 'Early Opt Out' approval letters for the project?**	☐	Yes	☐	No
	Note: If "Yes" to Question 3, skip the following Land Use Information section. This should only be checked "Yes" if applicant is choosing the early opt-out option. Required approval letters described in the GIF Checklist and Instructions should be attached. If "No" to Question 3, continue with the following Land Use Information section.				

LAND USE INFORMATION

Note: Applicants are encouraged to submit copies of local land use approvals or other evidence of compliance with local comprehensive plans and zoning ordinances.

1.	**Is there a municipal comprehensive plan(s)?**	☒	Yes	☐	No
2.	**Is there a county comprehensive plan(s)?**	☒	Yes	☐	No
3.	**Is there a multi-municipal or multi-county comprehensive plan?**	☐	Yes	☒	No
4.	**Is the proposed project consistent with these plans?** If no plan(s) exists, answer "Yes".	☒	Yes	☐	No
5.	**Is there a municipal zoning ordinance(s)?**	☒	Yes	☐	No
6.	**Is there a joint municipal zoning ordinance(s)?**	☐	Yes	☒	No

3800-PM-WSFR0400e 9/2006
Module 2

Applicant Name: Foster Township, Luzerne County, Pennsylvania

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER STANDARDS AND FACILITY REGULATION

SEWER SYSTEM
MODULE 2

APPLICANT NAME	Foster Township, Luzerne County, Pennsylvania		
SEWER SYSTEM			
1. CLASS OF CONSTRUCTION:	☒ NEW SYSTEM	☒ REPLACEMENT OF EXISTING SYSTEM	☒ SANITARY
If other than a new system, list the WQM permit number ammended by this application.			
2. List the WQM permit number of the sewer to which this system connects.			PA0024716
3. List the WQM permit number of the treatment facility receiving flow from this system.			PA0024716
4. What is the reserve capacity of the most limiting component between this connection and the treatment facility?			
5. INITIAL POPULATION: 1,320 people		DESIGN YEAR POPULATION: 1,320 people	
6. DESIGN FLOW DATA:			
a. Laterals and Submain Sewers	(GPCD)	350	
b. Interceptors	(GPCD)	-0-	
c. Average Daily Flow	(mgd)	0.241	
d. Infiltration/Inflow (I/I)	(mgd)	-0-	
e. Industrial Waste Flow	(mgd)	-0-	
f. Total Average Design Flow	(mgd)	0.241	
g. Maximum Expected Flowrate (Peak Instantaneous)	(mgd)	0.603	
7. GENERAL INFORMATION:			

a. Describe measures taken to reduce I/I in the system including leakage test and reference applicable portion of the specifications.

This is a new system that will be maintained/inspected full time during construction. Manholes, mainlines, and laterals will be air tested

b. Describe any overflows within the system.

None

c. If applicable, describe capacity of receiving sewers and pumping station.

This new system(except Upper Lehigh) will be conveyed to an existing system within Freeland Borough as part of the Freeland Municipal Authority's(FMA) collection system. The system within Highland and Youngstown Areas will be collected and pumped(by their respective pump stations;Youngstown Pump Station will receive some flow from the Woodside section, especially Citterio U.S.A., and additional EDU's that cannot flow by gravity to the Wyoming Avenue Pump Station) to gravity lines and then flow to the Wyoming Avenue Pump Station(current capacity 0.525 MGD), while a majority of the Woodside and all of Sub-Area 5 Sections will flow by gravity to this pump station. Since this existing pump station has been hydraulically overloaded, as part of this project, a new Pump Station will be installed within very close proximity to the existing station along Wyoming Aveune. Upper Lehigh will have a direct connection to the Treatment plant via a gravity collections system and then pumped to the plant with a current capactiy of 0.75MGD. The minimum main line is 8" gravity at a slope great enough to produce a minimum scour velocity of 2.0 feet per second when full flowing conditions are present on a minimum of 0.603 MGD

3800-PM-WSFR0400y 9/2005
Module 22

Applicant Name: Foster Township, Luzerne County, Pennsylvania

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER STANDARDS AND FACILITY REGULATION

PUMP STATIONS
MODULE 22

APPLICANT NAME	Foster Township, Luzerne County, Pennsylvania

PUMP STATION (Submit separate module for each pump station.)

1.	PUMP STATION NAME: Highland	
2.	List the WQM permit number of the sewer to which this system connects.	PA0024716
3.	List the WQM permit number of the treatment facility receiving flow from this system.	PA0024716
4.	What is the reserve capacity of the most limiting component between this connection and the treatment facility?	N/A
5.	LOCATION (street name, etc.): Back Street	

USGS Quadrangle Name			Freeland			
Latitude/Longitude of Pump Station	Latitude			Longitude		
	Degrees	Minutes	Seconds	Degrees	Minutes	Seconds
Highland	41	00	46	75	52	52
Latitude/Longitude of Connection Point	Latitude			Longitude		
	Degrees	Minutes	Seconds	Degrees	Minutes	Seconds
	41	00	53	75	53	29

6. TYPE (e.g., conventional, suction lift, ejector or submersible): Submersible

7. INITIAL POPULATION TO BE SERVED: 298 FUTURE POPULATION TO BE SERVED: 333
DESIGN YEAR: 2026

8. DESIGN INFORMATION:	AVG (mgd)	MAX (Peak Instantaneous) (mgd)
a. Domestic Flowrate (based on design population to be served)	0.033	0.133
b. Industrial Flowrate	0	0
c. Infiltration/Inflow (I/I) Rate	0	0
d. Design Flowrate	0.033	0.133

e. Effective Wet Well Capacity		(gal)	581.64
f. Detention Time		(min)	25.19
g. Design Average Velocity in Force Main		(fps)	2.55
h. Total Dynamic Head (Pump Station + Force Main)	Static Head		95 ft
	Friction Loss		27.6 ft
	TDH		122.6 ft
i. Diameter of Force Main			4 inches

9. Describe the proposed project with respect to the 100-year flood elevation, ventilation, emergency power provision and alarm system.
The station is not located within the 100 yr flood plain. Ventilation is provided by a vent with bird screen. Emergency Power will be provided by a standby emergency generator. An audible and visibal alarm will be provided at the station and the Control Panel will include an automatic dialer.

3800-PM-WSFR0400y 9/2005
Module 22

Applicant Name: Foster Township, Luzerne County, Pennsylvania

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER STANDARDS AND FACILITY REGULATION

PUMP STATIONS
MODULE 22

APPLICANT NAME	Foster Township, Luzerne County, Pennsylvania					
PUMP STATION (Submit separate module for each pump station.)						
1. PUMP STATION NAME: Upper Lehigh						
2. List the WQM permit number of the sewer to which this system connects.				PA0024716		
3. List the WQM permit number of the treatment facility receiving flow from this system.				PA0024716		
4. What is the reserve capacity of the most limiting component between this connection and the treatment facility?				N/A		
5. LOCATION (street name, etc.): PA 2049						
USGS Quadrangle Name			Freeland			
Latitude/Longitude of Pump Station	Latitude			Longitude		
	Degrees	Minutes	Seconds	Degrees	Minutes	Seconds
Upper Lehigh	41	01	43	75	53	48
Latitude/Longitude of Connection Point	Latitude			Longitude		
	Degrees	Minutes	Seconds	Degrees	Minutes	Seconds
STP MH	41	01	37	75	53	43
6. TYPE (e.g., conventional, suction lift, ejector or submersible): Submersible						
7. INITIAL POPULATION TO BE SERVED: 385 FUTURE POPULATION TO BE SERVED: 473 DESIGN YEAR: 2026						
8. DESIGN INFORMATION:			**AVG (mgd)**		**MAX (Peak Instantaneous) (mgd)**	
a. Domestic Flowrate (based on design population to be served)			0.04725		0.189	
b. Industrial Flowrate			0		0	
c. Infiltration/Inflow (I/I) Rate			0		0	
d. Design Flowrate			0.04725		0.189	
e. Effective Wet Well Capacity			(gal)	863.65		
f. Detention Time			(min)	26.32		
g. Design Average Velocity in Force Main			(fps)	3.58		
h. Total Dynamic Head (Pump Station + Force Main)			Static Head	36 ft		
			Friction Loss	13.03 ft		
			TDH	49.03 ft		
i. Diameter of Force Main				4 inches		
9. Describe the proposed project with respect to the 100-year flood elevation, ventilation, emergency power provision and alarm system. The station is not located within the 100 yr flood plain. Ventilation is provided by a vent with bird screen. Emergency Power will be provided by a standby emergency generator. An audible and visibal alarm will be provided at the station and the Control Panel will include an automatic dialer.						

3800-PM-WSFR0400y 9/2005
Module 22

Applicant Name: Foster Township, Luzerne County, Pennsylvania

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER STANDARDS AND FACILITY REGULATION

PUMP STATIONS
MODULE 22

APPLICANT NAME	Foster Township, Luzerne County, Pennsylvania

PUMP STATION (Submit separate module for each pump station.)

1. PUMP STATION NAME: Youngstown
2. List the WQM permit number of the sewer to which this system connects. PA0024716
3. List the WQM permit number of the treatment facility receiving flow from this system. PA0024716
4. What is the reserve capacity of the most limiting component between this connection and the treatment facility? N/A
5. LOCATION (street name, etc.): SR 0940

USGS Quadrangle Name: Freeland

Latitude/Longitude of Pump Station	Latitude			Longitude		
	Degrees	Minutes	Seconds	Degrees	Minutes	Seconds
Youngstown	41	00	27	75	54	16
Latitude/Longitude of Connection Point	**Latitude**			**Longitude**		
	Degrees	Minutes	Seconds	Degrees	Minutes	Seconds
MH #91	41	00	41	75	53	55

6. TYPE (e.g., conventional, suction lift, ejector or submersible): Submersible
7. INITIAL POPULATION TO BE SERVED: 928 FUTURE POPULATION TO BE SERVED: 1103
   DESIGN YEAR: 2026
8. DESIGN INFORMATION:

	AVG (mgd)	MAX (Peak Instantaneous) (mgd)
a. Domestic Flowrate (based on design population to be served)	0.09275	0.371
b. Industrial Flowrate	0	0
c. Infiltration/Inflow (I/I) Rate	0	0
d. Design Flowrate	0.09275	0.371

e. Effective Wet Well Capacity	(gal)	1128.04
f. Detention Time	(min)	14.73
g. Design Average Velocity in Force Main	(fps)	3.63
h. Total Dynamic Head (Pump Station + Force Main)	Static Head	83.5 ft
	Friction Loss	19.9 ft
	TDH	103.4 ft
i. Diameter of Force Main		6 inches

9. Describe the proposed project with respect to the 100-year flood elevation, ventilation, emergency power provision and alarm system.
   The station is not located within the 100 yr flood plain. Ventilation is provided by a vent with bird screen. Emergency Power will be provided by a standby emergency generator. An audible and visibal alarm will be provided at the station and the Control Panel will include an automatic dialer.

Applicant Name: Foster Township, Luzerne County, Pennsylvania

PUMPS

LIST ALL THE PUMPS IN THE PUMPING STATION

NUMBER OF IDENTICAL PUMPS	Describe Pump Use	Type of Pump	Check Columns That Apply To Each Pump								Pump Capacity	
			EXISTING	PROPOSED	VARIABLE SPEED	CONSTANT SPEED	AUTOMATIC CONTROL	MANUAL CONTROL	PNEUMATIC EJECTOR	STANDBY	gpm	TDH (ft)
	Youngstown	Submersible	☐	☒	☐	☒	☒	☒	☐	☐	320	103.4
			☐	☒	☐	☒	☒	☒	☐	☐		
			☐	☒	☐	☒	☒	☒	☐	☐		
			☐	☒	☐	☒	☒	☐	☐	☐		
			☐	☐	☐	☐	☐	☐	☐	☐		
			☐	☐	☐	☐	☐	☐	☐	☐		
			☐	☐	☐	☐	☐	☐	☐	☐		
			☐	☐	☐	☐	☐	☐	☐	☐		
			☐	☐	☐	☐	☐	☐	☐	☐		

Applicant Name: Foster Township, Luzerne County, Pennsylvania

PUMPS

LIST ALL THE PUMPS IN THE PUMPING STATION

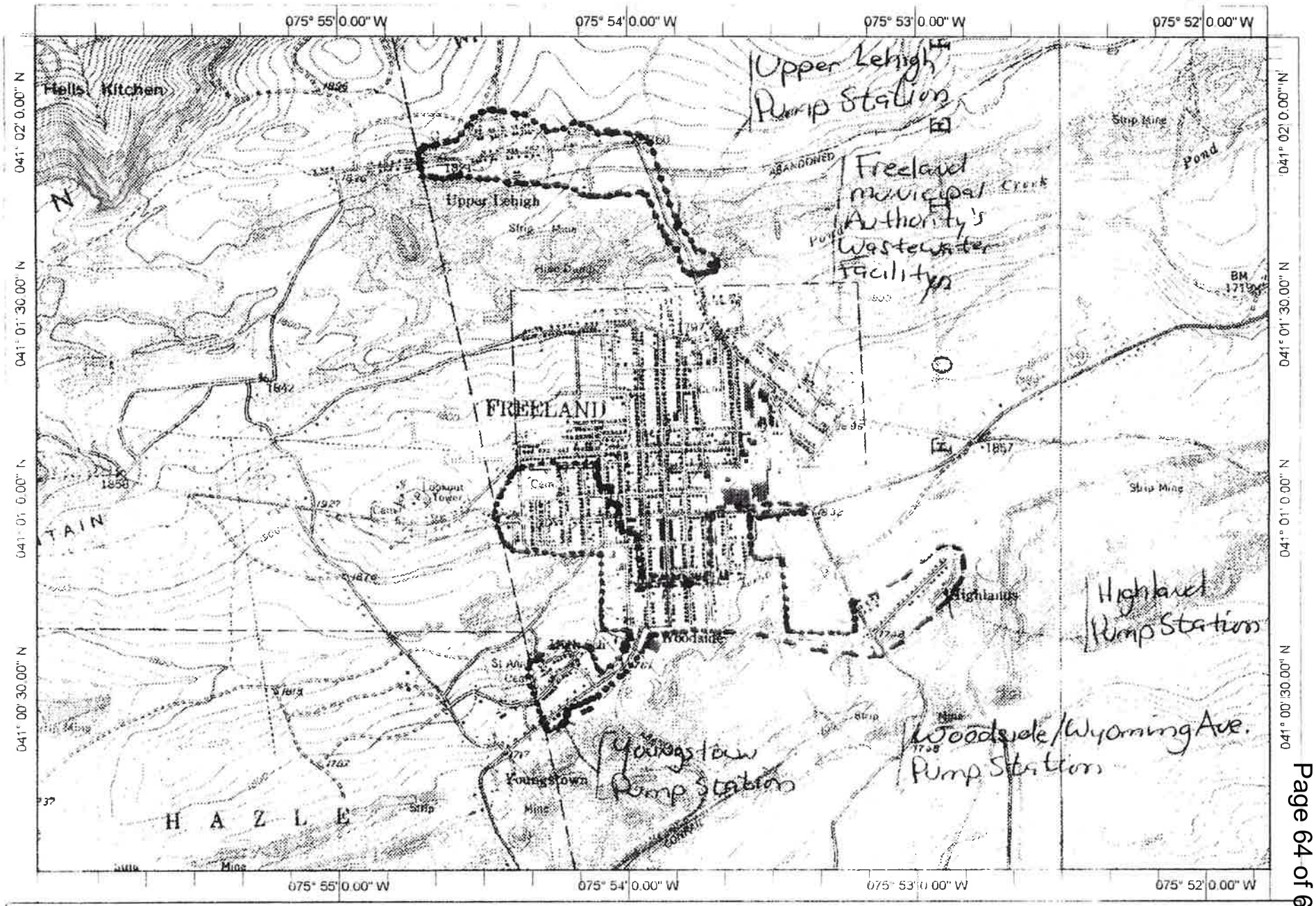
NUMBER OF IDENTICAL PUMPS	Describe Pump Use	Type of Pump	Check Columns That Apply To Each Pump								Pump Capacity	
			EXISTING	PROPOSED	VARIABLE SPEED	CONSTANT SPEED	AUTOMATIC CONTROL	MANUAL CONTROL	PNEUMATIC EJECTOR	STANDBY	gpm	TDH (ft)
2	Upper Lehigh	Submersible	☐	☒	☐	☒	☒	☒	☐	☐	140	49.03
			☐	☒	☐	☒	☒	☒	☐	☐		
			☐	☒	☐	☒	☒	☒	☐	☐		
			☐	☒	☐	☒	☒	☐	☐	☐		
			☐	☐	☐	☐	☐	☐	☐	☐		
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			☐	☐	☐	☐	☐	☐	☐	☐		

Applicant Name: Foster Township, Luzerne County, Pennsylvania

PUMPS

LIST ALL THE PUMPS IN THE PUMPING STATION

NUMBER OF IDENTICAL PUMPS	Describe Pump Use	Type of Pump	Check Columns That Apply To Each Pump								Pump Capacity	
			EXISTING	PROPOSED	VARIABLE SPEED	CONSTANT SPEED	AUTOMATIC CONTROL	MANUAL CONTROL	PNEUMATIC EJECTOR	STANDBY	gpm	TDH (ft)
2	Highland	Submersible	☐	☒	☐	☒	☒	☒	☐	☐	100	122.6
		Submersible	☐	☒	☐	☒	☒	☒	☐	☐		
		Submersible	☐	☒	☐	☒	☒	☒	☐	☐		
2		Submersible	☐	☒	☐	☒	☒	☐	☐	☐		
			☐	☐	☐	☐	☐	☐	☐	☐		
			☐	☐	☐	☐	☐	☐	☐	☐		
			☐	☐	☐	☐	☐	☐	☐	☐		
			☐	☐	☐	☐	☐	☐	☐	☐		
			☐	☐	☐	☐	☐	☐	☐	☐		



Name FREELAND
Date 9/26/2006
Scale 1 inch equals 2000 feet

Location 041° 01' 08.5" N 075° 53' 54.6" W
Caption Foster Township, Luzerne Co.,
Sanitary Sewer Extensions and Pump Stations

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APPENDIX "A"
SEWER EXTENSIONS AND PUMPING STATIONS

I. SEWER EXTENSIONS

A. This project consists of the replacing sanitary sewers located within Sub-Area 5(246 EDU's as designated by DEP and Freeland Borough), and installing a new collection and conveyance system for the Villages of Highland (85 EDU's), Youngstown (43 EDU's), Upper Lehigh (83 EDU's), and Woodside District of Foster Township. The sewer system will initially serve 688 EDU's. With future development of vacant lots, there is a potential to serve 750 EDU's with the new system. The wastewater which is currently being discharged to individual on-lot systems will be connected and conveyed to the Freeland Municipal Authority's Wastewater Treatment Facility with an NPDES Permit No. PA0024716.

B. This project involves the construction of a new sanitary system that will consist of approximately the following: 14,000 ft of 6" laterals, 45,000 ft of 8", 6,500 ft of 10", and 1,100 ft of 12" gravity sewer lines, 11,000 feet of force main, 160 pre-cast sewer manholes, 4 pump stations, and 550 lateral connections.

The initial projected sewage flow is 240,800 GPD from an estimated 688 EDU's. This was calculated assuming that on average, 3.5 persons/household and 1 person generates approximately 100 GPD of wastewater.

(688 EDU's) x (3.5 people / EDU) x (100 gpcd) = 240,800 GPD

The future projected sewage flow for the extension is 262,500 GPD from an estimated 750 EDU's.

C. Gravity Sewer Design and Construction.

1. *Minimum Size* - Eight inch diameter sewers are the minimum design for this project and are recommended. Laterals will consist of six inch diameter pipe.

2. *Minimum Depth* – Gravity sewers are designed to be placed well below the frost line at all points. This project, the minimum depth to top of pipe is four (4) feet.

3. *Slope* – All sewers shall be so designed and constructed to give mean velocities, when flowing full, of not less than 2.0 fps based on Manning's formula using an "n" value of 0.013. Based on an "n" value of 0.013, the following are the minimum slopes which will be provided;

MICHAEL J. PASONICK, JR., INC.
Consulting Engineers & Surveyors
165 North Wilkes-Barre Boulevard
Wilkes-Barre, PA 18702
Phone (570) 823-4712 - Fax (570) 823-4727

LETTER OF TRANSMITTAL

Date: 10/19/2006 Job No. 04-418

Attention: Mary Hastings

RE: Foster Township
Luzerne County, PA
Part II WQM Permit

TO:

PADEP
Northeast Regional Office
2 Public Square
Wilkes-Barre, PA 18711-0790

WE ARE SENDING YOU

X Attached ____ Under separate cover via Two Day FedEx the following items

____ Shop drawings X Prints ____ Plans ____ Samples ____ Specifications

____ Copy of Letter ____ Change Order X Other ____

COPIES	DATE	NO.	DESCRIPTION
2			Plan Drawings - (5)Title Sheets w/original seal and Signature
2			WQM Part II Permit Application - Cover Sheet
2			Design Engineer's Report - Cover Sheet

RECEIVED
OCT 19 2006
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

THESE ARE TRANSMITTED as checked below:

____ For Approval	____ Approved as submitted	____ Resubmit	____ copies for approval
X For your use	____ Approved as noted	____ Submit	____ copies for distribution
____ As requested	____ Returned for corrections	____ Return	____ corrected prints
____ For review and comment	____ Other: for Signature	____	
____ FOR BIDS DUE ____ 20 ____		____ PRINTS RETURNED AFTER LOAN TO US
____ FOR BIDS DUE ____ 20 ____		____	

REMARKS: Pursuant to our conversation on Thursday, October 19, 2006, please find 2 sets of the above noted plan sheets and narrative sheets with original seals and signatures. Thank you for your time and consideration with this project. If you should need any additional information, please feel free to call our office.

COPY TO: MJP File

SUBMITTED BY: Tom Barna
Tom Barna

Please acknowledge Receipt of Shipment(Delivery) by Signing and dating one copy of this form.

_____

Design Engineer's Report

For

Foster Township
Sanitary Sewer Extensions and Pump Stations

Township of Foster, Luzerne County

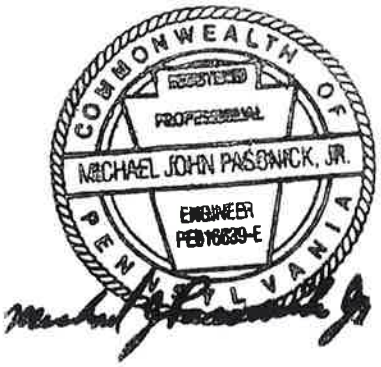
PREPARED FOR:

Foster Township
1000 Wyoming Avenue
P.O. Box 465
Freeland, Pennsylvania 18224
(570) 636-3757

PREPARED BY:

Michael J. Pasonick, Jr., Inc.
Consulting Engineers & Surveyors
165 North Wilkes-Barre Blvd.
Wilkes-Barre, PA 18702
(570) 823-4712

Date: January 2006
Revised September 2006



Water Quality Management

Part II Permit Application

Design Engineer's Report

For

Foster Township
Sanitary Sewer Extensions and Pump Stations

Township of Foster, Luzerne County

PREPARED FOR:

Foster Township
1000 Wyoming Avenue
P.O. Box 465
Freeland, Pennsylvania 18224
(570) 636-3757

PREPARED BY:

Michael J. Pasonick, Jr., Inc.
Consulting Engineers & Surveyors
165 North Wilkes-Barre Blvd.
Wilkes-Barre, PA 18702
(570) 823-4712

Date: January 2006
Revised September 2006



APPENDIX W

PENNSYLVANIA-AMERICAN WATER COMPANY'S ESTIMATED ANNUAL REVENUES AND EXPENSES IN CONNECTION WITH SERVING FOSTER TOWNSHIP'S CUSTOMERS

Pennsylvania-American Water Company
Estimated Annual Revenues and Expenses of New Service Area
Year 1
(Dollars in thousands)

Operating Revenues	$	842,520
Operating Expenses		
Operation and Maintenance		252,187
Depreciation and Amortization		87,648
General Taxes and Other		6,695
Total Operating Expenses		346,530
Operating income		495,990
Other Income/(Expenses)		
Other Income/(Expense), Net		-
Interest Expense, Net		(64,715)
Total Other Expenses		(64,715)
Income Before Income Taxes		431,275
Provision for Income Taxes		120,302
Net Income	$	310,973

VERIFICATION

I, Michael Salvo, hereby state that the facts set forth in Pennsylvania-American Water Company's Application to acquire the Township of Foster's wastewater collection and conveyance system (known as the "West End System") are true and correct to the best of my knowledge, information, and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

Dated: September 22, 2021

Michael Salvo
Senior Manager, Business Development
Pennsylvania-American Water Company

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of (1) the transfer, by sale, of substantially all of the Township of Foster's assets, properties and rights related to its wastewater collection and conveyance system (known as the "West End System") to Pennsylvania-American Water Company, and (2) the right of Pennsylvania-American Water Company to begin to offer or furnish wastewater service to the public in portions of Foster Township, Pennsylvania, and to two bulk service interconnection points located within Foster Township, Luzerne County, Pennsylvania.	:	**DOCKET NO. A-2021-_____**
In re: Filing by Pennsylvania-American Water Company under Section 507 of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 507, of (i) the Assets Purchase Agreement By and Among the Township of Foster, and Pennsylvania-American Water Company, and (ii) Four agreements and their respective modifying agreements with municipal corporations to be assumed by Pennsylvania-American Water Company upon closing of its acquisition of substantially all the assets related to the wastewater collection and conveyance system owned by the Township of Foster.	:	**DOCKET NO. U-2021-_____**

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of **Pennsylvania-American Water Company's Application to Acquire the Township of Foster's wastewater collection and conveyance system, known as the West End System**, upon the parties listed below, in the manner specified below, in accordance with the requirements of 52 Pa. Code § 1.54:

VIA UPS Overnight Delivery

Richard A. Kanaskie
Director and Chief Prosecutor
PA Public Utility Commission
Bureau of Investigation and Enforcement
400 North Street, 2nd Floor West
Harrisburg, PA 17120
rkanaskie@pa.gov

Christine M. Hoover, Esq.
Interim Acting Consumer Advocate
PA Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923
choover@paoca.org

Teresa Reed Wagner
Executive Director
Small Business Advocate
PA Office of Small Business Advocate
Forum Place
555 Walnut Street, 1st Floor
Harrisburg, PA 17101
tereswagne@pa.gov

Date: September 22, 2021

Susan Simms Marsh, Deputy General Counsel
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
717.550.1570 (bus)
717.550.1255 (fax)
susan.marsh@amwater.com