
Devin Ryan
Principal

dryan@postschell.com
717-612-6052 Direct
717-731-1981 Direct Fax
File #: 190904

December 8, 2021

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: IN THE MATTER OF THE APPLICATION OF THE YORK WATER COMPANY Under Sections 507, 1102(a)(1), and 1102(a)(3) of the Public Utility Code, for approval of the right of THE YORK WATER COMPANY to (1) acquire certain public wastewater facilities from Franklin County General Authority and the Letterkenny Industrial Development Authority; and (2) begin to offer, render, furnish and supply wastewater service to the public in portions of Letterkenny, Greene, and Hamilton Townships, Franklin County, Pennsylvania
Docket No. A-2021-

Dear Secretary Chiavetta:

Enclosed for filing is an Application of The York Water Company (“York Water”) in the above-referenced proceeding. The filing fee in the amount of \$350.00 will be provided at the time of the e-filing. Copies will be provided as indicated on the Certificate of Service.

York Water notes that the enclosed Exhibits G and G-1 are copies of the Agreement of Sale and the Agreement’s Disclosure Schedules, respectively. The exhibits are marked **CONFIDENTIAL** due to their proprietary and competitively-sensitive nature. Accordingly, Exhibits G and G-1 should be afforded **CONFIDENTIAL** treatment by the Pennsylvania Public Utility Commission and placed in a non-public folder.

The parties listed on the enclosed Certificate of Service are being served with copies of this filing, with the exception of **CONFIDENTIAL** Exhibits G and G-1.

Rosemary Chiavetta, Secretary
December 8, 2021
Page 2

Respectfully submitted,



Devin Ryan

DR/dc
Enclosures

cc: Certificate of Service

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Application of The York Water Company has been served by certified mail, return receipt requested, upon the following:

Franklin County Commissioners
Administration Building
272 N. 2nd Street
Chambersburg, PA 17201

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

Franklin County Planning Commission
Administration Building
272 N. 2nd Street
Chambersburg, PA 17201

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

Bureau of Investigation and Enforcement
PA Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor West
Harrisburg, PA 17105-3265

Letterkenny Township
4924 Orrstown Rd.
Orrstown, PA 17244

Department of Environmental Protection
Southcentral Regional Office
909 Elmerton Avenue
Harrisburg, PA 17110-8200

Greene Township
1145 Garver Lane
Chambersburg, PA 17202

Dated: December 8, 2021



Devin T. Ryan, Esq.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

IN THE MATTER OF THE APPLICATION OF :
THE YORK WATER COMPANY Under Sections :
507, 1102(a)(1), and 1102(a)(3) of the Public :
Utility Code, for approval of the right of THE :
YORK WATER COMPANY to (1) acquire certain :
public wastewater facilities from Franklin County :
General Authority and the Letterkenny Industrial :
Development Authority; and (2) begin to offer, : Docket No. A-2021-_____
render, furnish and supply wastewater service to :
the public in portions of Letterkenny, Greene, and :
Hamilton Townships, Franklin County, :
Pennsylvania :

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

1. Name and Address of Applicant:

THE YORK WATER COMPANY
130 East Market Street
York, PA 17401-1219

2. Name and Address of Applicant's Attorneys:

Michael W. Hassell, Esq.
Devin T. Ryan, Esq.
Post & Schell, P.C.
17 North Second Street – 12th Floor
Harrisburg, PA 17101-1601

3(a). The Parties:

The York Water Company (“York Water” or the “Company”) is a public utility regulated by the Pennsylvania Public Utility Commission (“Commission”), organized under the laws of the Commonwealth of Pennsylvania, with a primary business address at 130 East Market Street, York, Pennsylvania 17401.

Franklin County General Authority (“FCGA”) is a public authority created and organized under the Pennsylvania Municipality Authorities Act,¹ with a mailing address of 4759 Innovation Way, Chambersburg, PA 17201.

Letterkenny Industrial Development Authority (“LIDA”) is a public authority organized under the Economic Development Financing Law,² with a mailing address and shared offices and staff at 4759 Innovation Way, Chambersburg, PA 17201.

FCGA and LIDA collectively own and operate a public wastewater collection and treatment system serving approximately 201 customers in portions of Letterkenny, Green, and Hamilton Townships, including both the Letterkenny Industrial Park and the Letterkenny Army Depot, in Franklin County, Pennsylvania. These wastewater assets are subject of this application. FCGA and LIDA will be collectively referred to hereinafter as the “Sellers”.

3(b). Brief Corporate History and Purpose:

Under Special Act of the Assembly of February 8, 1816, York Water was incorporated under the laws of the Commonwealth of Pennsylvania on February 23, 1816, for the purpose of supplying water in the Borough, now the City of York, York County, Pennsylvania. Subsequent to incorporation, York Water has extended its franchised territory from time to time so as to include a number of Pennsylvania municipalities in which water service and wastewater service is now being rendered as more fully set forth in Paragraph 4 below and **Exhibit D** hereto.

York Water has amended its Corporate Charter a number of times by filing Articles of Amendment with the Pennsylvania Department of State. The Department of State has issued

¹ 56 Pa.C.S. § 5601, et seq.

² 73 Pa.C.S. § 371, et seq.

Certificates of Amendment to York Water June 29, 1990³ February 28, 1994⁴, May 20, 1996, March 3, 1997⁵, May 1, 2000⁶, September 11, 2006, and the Company’s Articles of Incorporation were amended on May 3, 2010, when York Water was going to provide wastewater services for the first time.⁷ The amended and restated Articles authorize the Company to provide wastewater service in the area that is the subject of this Application.

3(c). Description of Service Furnished to the Public:

York Water now furnishes water service to the public in the major portion of its franchised territory and now furnishes wastewater service to portions of its franchised wastewater territory, as described more fully in Paragraph 4 below and **Exhibit D** hereto.

By this Application, York Water seeks to acquire the Sellers’ public wastewater collection and treatment system, including the two wastewater treatment plants (“WWTPs”), wastewater collection facilities, and all ancillary facilities related thereto and necessary to provide wastewater service to the current system customers (“Wastewater System Assets”).

3(d). Amount of Stock and Bonds Issued by York Water:

York Water has authorized, issued, and outstanding 13,090,055 shares of Common Stock as of June 30, 2021, with no stated par value. York Water has in force and effect an Optional Dividend Reinvestment and Direct Stock Purchase and Sale Plan, an Employee Stock Purchase Plan, and a Long-Term Incentive Plan.

³ Microfiche #9033866-903870

⁴ Microfiche #09415.0349-0352

⁵ Microfilm #09719.1725-1727

⁶ Microfilm #200035.389-392

⁷ Microfilm #8524-8528

There are also outstanding as of December 31, 2020, the following Senior Notes, Industrial Development Authority Revenue Bonds, and Pennsylvania Economic Development Financing Authority Exempt Facilities Revenue Refunding Bonds:

8.43% Senior Notes, Series D, due 2022 (Securities Certificate No. S-920287 of 1992)	7,500,000
3.00% Pennsylvania Economic Development Financing Authority Exempt Facilities Revenue Bonds Series A of 2019, due 2036 (Securities Certificate No. S-2019-3011066 of 2019)	10,500,000
Variable Rate Exempt Facilities Revenue Refunding Bonds, Series 2008A, due 2029 (Securities Certificate No. S-00041015 of 2004)	12,000,000
3.10% Pennsylvania Economic Development Financing Authority Exempt Facilities Revenue Refunding Bonds, Series B of 2019, due 2038 (Securities Certificate No. S-2019-3011066 of 2019)	14,870,000
3.23% Senior Notes, due 2040 (Securities Certificate No. S-2019-3011035 of 2019)	15,000,000
4.00% - 4.50% York County Industrial Development Authority Exempt Facilities Revenue Bonds, Series 2015, due 2029 – 2045 (Securities Certificate No. S-2014-2405684 of 2014)	10,000,000
4.54% Senior Notes, due 2049 (Securities Certificate No. S-2018-3006371 of 2018)	20,000,000

4. Location of Existing Service Area of York Water:

York Water is now furnishing wastewater service to the public in portions of six municipalities in York County, a portion of one township in Adams County and a portion of one

township in Franklin County. *See Exhibit D* (Map of Current and Proposed Charter Territory). map of Current and Proposed Charter Territory. The wastewater community served has an estimated population of approximately 15,000 as of December 31, 2020, with wastewater service furnished to 3,280 customers as of December 31, 2020.

In addition, York Water is now furnishing water service to the public in the major portion of its franchised territory which contains all or portions of 51 municipalities. The water system(s) serve an estimated population of 201,000 as of December 31, 2020, with water furnished to 69,570 customers as of June 30, 2021. Of this customer base, there are 4,353 metered commercial, 299 metered industrial customers, 63,275 metered residential customers, and 1,643 public, bulk and private fire protection customers.

All water and wastewater service rendered to the public has been approved by virtue of the authority granted initially in York Water's Charter by Special Act of Assembly of February 8, 1816, and at various times subsequently by Certificates of Public Convenience duly granted by the Pennsylvania Public Service Commission and by the Commission under The Public Service Company Law, Public Utility Law or Public Utility Code.

5. Proposed Acquisition and Expansion of Service Territory:

Pursuant to Sections 507 and 1102 of the Public Utility Code, 66 Pa. C.S. §§ 507 and 1102, York Water respectfully requests that the Commission: (1) approve York Water's acquisition of the Sellers' Wastewater System Assets (Sections 507 and 1102); and (2) authorize York Water to begin to offer, render, furnish, and supply wastewater service to the public in the requested additional service territory, including certain portions of Letterkenny, Greene, and Hamilton Townships, Franklin County, Pennsylvania ("Requested Territory"), as shown as the area depicted on the map attached hereto as **Exhibit D-1** (Proposed Wastewater Charter Territory).

York Water notes that the portions of the Requested Territory that do not presently have wastewater facilities, including in Hamilton Township, are part of one federally-owned parcel upon which the Letterkenny Army Depot is located and served by the Wastewater System Assets.

The metes and bounds description of the Requested Territory is included in **Exhibits E-1 through E-4** (Requested Territory Metes & Bounds). **Exhibits E-1 through E-4** include a scale reference, north arrow, and depiction of public and private roads relative to the Requested Territory. The Requested Territory is 20,059.90 acres (approximately 31.34 Square Miles).

York Water and Sellers have reached an agreement regarding the acquisition of the Sellers' Wastewater System Assets, as evidenced by the executed Purchase Agreement, dated April 22, 2021, and attached hereto as **Exhibit G** (Agreement) (**CONFIDENTIAL**). The Wastewater System Assets currently provide wastewater service to approximately 201 total connections in portions of Letterkenny, Greene, and Hamilton Townships, Franklin County, Pennsylvania. York Water requests that the Commission issue an Order and Certificates of Public Convenience approving and addressing the items requested in this Application.

6. Additional Capital Requirements:

The Purchase Agreement between York Water and the Sellers was executed on April 22, 2021. The purchase price is Two Million Seven Hundred Thousand Dollars (\$2,700,000.00) for the Sellers' water and wastewater systems. As delineated in the schedules in Section (7) below, York Water allocates \$432,000 for the water assets and \$2,268,000 for the wastewater assets, based upon the Sellers' audited financial statements. The purchase price is based on arm's length negotiations as agreed upon in the Agreement attached as **Exhibit G (CONFIDENTIAL)**.⁸

⁸York Water's proposed acquisition of the Sellers' water distribution, treatment, and storage system collection is the subject of a separate Application filed by the Company at Docket No. A-2021-3029704.

Further, York Water paid Sellers the additional sum of Ten Thousand Dollars (\$10,000.00) upon execution of the Agreement toward partial reimbursement of closing costs. The \$10,000 payment does not count toward the purchase price of \$2.7 million. York Water and Sellers are not affiliated with each other. Any costs will be provided by York Water's internally-generated funds, proceeds from the issuance of common stock under York Water's dividend reinvestment and direct stock purchase and employee stock purchase plans, and, if necessary, borrowings against York Water's lines of credit.

York Water will begin providing service to the customers currently served by Sellers following issuance of the Certificate of Public Convenience to York Water and consummation of the purchase five days after the date of closing. Closing is contingent upon York Water obtaining Commission approval of this acquisition. Sellers will cease to provide public wastewater service to any customer upon consummation of York Water's purchase of the Wastewater System Assets. Following acquisition of the Sellers' Wastewater System Assets, York Water will operate the existing wastewater system as part of its wastewater operations.

York Water estimates spending approximately Two Hundred Thousand Dollars, (\$200,000.00) to map, inspect, and televise the wastewater collection and conveyance system. According to Sellers' records, a detailed record of the system condition does not exist. The system has not been televised since the Sellers took ownership of the system. York Water will use the results of the inspection to identify priority line segments to clean and repair. The cost of this work will be financed by internally generated funds, proceeds from the issuance of common stock under York Water's dividend reinvestment and direct stock purchase and employee stock purchase plans, and, if necessary, borrowings against York Water's lines of credit. All wastewater system improvements described in this paragraph will be completed and in service within 12 months of

closing. Future system improvement plans will be based upon York Water's assessment of the condition of the wastewater system and service demands within Sellers' system.

Furthermore, there have been no contributions toward the construction of the Sellers' Wastewater System Assets, and Sellers have no outstanding wastewater system PENNVEST loans.

York Water and Sellers are not seeking to establish fair market value or a determination of ratemaking rate base under the provisions of Section 1329 of the Public Utility Code. *See* 66 Pa. C.S. § 1329. The final purchase price was established as a result of an arm's length negotiation. The price offered by York Water considered, among other things, the age, material, and condition of the Wastewater System Assets, as identified by Sellers and as compared to similar assets in York Water's existing inventory of assets. York Water also considered the proximity of the Sellers' wastewater system to York Water's existing wastewater facilities.

7. Plant in Service and Plant to be Acquired:

Financial Statements of York Water for 2020 are attached hereto as:

- **Exhibit A** (Plant in Service) is a summary, by major plant category, of used and useful plant in service of York Water as of December 31, 2020.
- **Exhibit B** (Balance Sheet) is a balance sheet of York Water as of December 31, 2020, which provides the capitalization of the Company.
- **Exhibit C** (Income Statement) is the income statement of York Water as of December 31, 2020.

York Water will acquire the Sellers' Wastewater System Assets as defined in the Agreement (**Exhibit G**) (**CONFIDENTIAL**), all of which are located in the Requested Territory.

Additionally, York Water will acquire the utility easements, rights of way and real property assets necessary to operate and maintain the Sellers' Wastewater System Assets.

An inventory and description of the Wastewater System Assets can be found in Schedule 2.1 of the Disclosure Schedules to the Purchase Agreement, which are attached hereto as **Exhibit G-1 (CONFIDENTIAL)**. The major Wastewater System Assets consist of two WWTPs, NPDES Permits # PA0030597, and PA0044521, with design capacities of 0.25 MGD and 0.008 MGD, **Exhibits L-1 and L-2**, respectively. The wastewater collection system assets include 10 wastewater pumping stations, 25,200 linear feet of associated force mains, and 65,000 linear feet of gravity sewer mains (collection and effluent) of various sizes. All components are installed and are in service.

The original cost of the wastewater system components is not available from the current owners of the system. York Water will perform an original cost study for the purchase of the Wastewater System Assets. A more detailed listing and description of assets will be provided when the original cost study is completed and submitted.

The tentative journal entries for booking the purchase of Sellers' Wastewater System Assets are shown in the tables below. The numbers in journal entry 2, including the amount of any acquisition adjustment, are approximates and cannot be confirmed until the final original cost study has been completed. The Utility Plant in Service amounts were obtained from the 2019 Audited Financial Statements of FCGA and were projected to current date, in accordance with generally accepted accounting principles.

1. Record Purchase of System

Account No.	Account Description	Debit	Credit
105	Construction Work in Process	\$2,268,000	

131	Cash		\$2,268,000
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2. Close Project to Utility Plant

Account No.	Account Description	Debit	Credit
101	Utility Plant in Service	\$4,634,426	
108	Accumulated Depreciation (Assets net of Depreciation)		\$0
114	Utility Plant Acquisition Adj.		\$2,366,426
105	Construction Work in Process (Purchase price + other acquisition costs)		\$2,268,000

3. Record Other Project Costs

Account No.	Account Description	Debit	Credit
105	Construction Work in Process	\$60,000	
224	Line of Credit Borrowings (SCADA)		\$60,000

4. Close Projects to Utility Plant

Account No.	Account Description	Debit	Credit
101	Utility Plant in Service	\$60,000	
105	Construction Work in Process (SCADA)		\$60,000

8. Map of Service Area and Location of Facilities to Be Acquired:

The Wastewater Collection Map (**Exhibit D-1**) depicts the existing 31.34 square mile wastewater service area and the general location of the collection system piping, manholes, and pump stations installed and currently owned/operated by Sellers, as described in Paragraph 7, above. York Water's proposed additional service territory is the same as Sellers' current service area and includes the federally-owned parcel where the Letterkenny Army Depot is located.

9. Future Capacity:

While York Water believes there is additional conveyance and treatment capacity, it is difficult to estimate without detailed operating records. The Sellers' wastewater collection system currently serves industrial and commercial customers. The Pennsylvania Department of Environmental Protection ("DEP") has not yet approved the Sellers' 2020 Annual Wasteload Management (Chapter 94) Report and, therefore, York Water is hesitant to provide firm projections on future capacity at this time. Notwithstanding, in reviewing the report and DEP response (**Exhibit M-1 and M-2**, respectively), the South Patrol Road WWTP has periodically experienced monthly average organic overloading. While not a persistent or monthly occurrence, the instances of overloading would suggest a need for closer attention and assessment of discharge and flow data from the Sellers' customers. As explained in **Exhibit M-1**, actual flow data is not available at the 10 pump/lifts stations in the Sellers' wastewater collection system. As a result, flow data is estimated based upon rated pump capacities and run time. Although this method provides a reasonable estimation of flow, York Water would intend to install and periodically calibrate flow meters for the stations. Should the Sellers be unable to respond to DEP's June 2021 letter (**Exhibit M-2**) before closing, York Water will be in contact with DEP to request additional time to finalize and submit the 2020 Chapter 94 Report. Ultimately, York Water recognizes that DEP will make the determination through the Chapter 94 process of what capacity exists at the South Patrol Road WWTP.

10. Rates for Service:

York Water's proposed rates for wastewater service for the customers located in the Requested Territory are set forth in **Exhibit P** (Pro Forma Tariff Supplement). The proposed rates are consistent with the rates outlined in the Company's notice provided to those customers on

October 29, 2021. The rate structure proposed by York Water differs from the Sellers' existing customer rates by including both a fixed customer charge and a consumption-based usage charge. Currently, Sellers' only charge their customers a consumption-based charge. As such, Sellers' rate structure fails to account for the functions of meter reading, billing, mailing, and collecting, which must be performed regardless of the level of consumption as well as the depreciation and earnings upon the Company-owned laterals, extensions, and fittings, even if the customer uses no wastewater service. Additionally, the Sellers currently bill on a quarterly basis whereas York Water proposes a monthly billing cycle.

Upon Commission approval of this Application and completion of the proposed transaction, York Water will begin to provide wastewater service in its name to the customers in the Requested Territory in accordance with its Commission-approved tariff, as that tariff may be amended from time to time.

11. Profit and Loss Statement:

Attached as **Exhibit C** (Statement of Income) of York Water for the 12 months ended December 31, 2020.

Details of estimated revenue and expense projections are attached as **Exhibit N** (Wastewater Revenue and Expense Projections) to the Application.

12. Compliance with DEP Requirements

York Water is a Class A Utility. It is in good standing with DEP and in general compliance with DEP with regard to the provision of wastewater service.

The Wastewater System Assets include all Authorizations and Permits of or held by Sellers necessary to operate and maintain the system including all environmental Authorizations

and Permits, including, but not limited to, FCGA’s National Pollutant Discharge Elimination System (“NPDES”) Permits # PA0030597-1, NPDES Permit # PA0044521, and other permits.

York Water will submit a Permit Transfer Application for the NPDES and Water Quality Permit (“WQM”) Part II Permit(s) to DEP in the near future.

All required county and local government consistency letters and actions are attached hereto as:

Exhibit J Franklin County Planning Consistency Letter

Exhibit J-1 Greene Township Consistency Letter

Exhibit J-2 Letterkenny Township Consistency Letter⁹

A copy of the 2020 FCGA Chapter 94 Report and DEP’s response are provided as **Exhibits M-1 and M-2**, to the Application, respectively.¹⁰ York Water acknowledges that DEP has not yet approved the 2020 Chapter 94 Report.

Mr. Grover E. Buracker will be assigned as the Certified Wastewater Operator for the system. Mr. Buracker’s currently effective Wastewater Operator’s License is attached hereto as **Exhibit O** (Operator’s License).

There are no Notices of Violation and Inspection Report issued by DEP to Sellers.

⁹ A planning consistency letter for Hamilton Township is not provided because the entirety of the Hamilton Township portion of the Requested Territory is federally-owned land. Therefore, Hamilton Township’s zoning ordinances and comprehensive plans do not apply to the portion of the Requested Territory located in Hamilton Township.

¹⁰ In the Chapter 94 Report prepared by SUEZ Water Environmental Services, Inc. (“SUEZ Services”), it states that FCGA and SUEZ Services have a service agreement, under which SUEZ Services is “responsible for the operation and maintenance of the treatment plant, collection system, and pumping stations.” **Exhibit M-1**, p. 4. A copy of that service agreement is attached hereto as **Exhibit T**. Effective June 23, 2020, the parties executed a Fourth Addendum to that agreement (attached hereto as **Exhibit T-1**), which states that the agreement is set to “expire on June 30, 2023 or at such time a closing occurs for the acquisition of FCGA by a new owner, whichever occurs first.” **Exhibit T-1**, p. 1. Further, if the Wastewater System Assets are “acquired by any third party, FCGA shall provide at least thirty (30) days’ prior notice of such transfer of assets.” **Exhibit T-1**, p. 1. York Water’s understanding is that SUEZ Services is aware of the Company’s proposed acquisition of the Wastewater System Assets. Therefore, upon York Water’s acquisition of the Wastewater System Assets, the service agreement will expire, and York Water will be responsible for operating and maintaining the treatment plants, collection system, and pumping stations.

13. No Competitive Condition:

No corporation or entity, except Sellers, are now furnishing or has corporate or franchise rights to furnish wastewater service in the Requested Territory. No other municipal entities are providing wastewater services within one mile of the Requested Territory. The service area comprising the Requested Territory is consistent with the Sellers' existing service area.

Sellers are now furnishing service similar to that to be rendered by York Water in the territory covered by this Application, and no competitive condition will be created by this acquisition.

14. Facilities for Furnishing Service:

The Sellers' system consists of two WWTPs, 0.25 MGD and 0.008 MGD, and their associated collection and conveyance systems. The two collection, conveyance, and treatment systems operate independently from one another. The smaller facility (Rocket Road WWTP – 0.008 MGD) serves the wastewater needs for an isolated military facility within the Letterkenny Army Depot ("LEAD"). The larger facility (South Patrol Road WWTP – 0.25 MGD) provides treatment of industrial and commercial wastewater generated by customers within the service area.

York Water will operate and manage the wastewater system as a stand-alone wastewater collection, conveyance and treatment system from its main Office in York, Pennsylvania. The system is approximately 52 miles from the main Office. York Water has an existing operational presence and wastewater professionals in the area, as York Water currently provides wastewater service to customers in portions of Adams, Franklin, and York Counties and in Letterkenny Township. The acquisition will easily incorporate into existing York Water wastewater operations. The following York Water wastewater facilities are in the vicinity:

<u>York Water WW Facilities</u>	<u>Location</u>	<u>Distance from FCGA</u>
Letterkenny WWTP	Orrstown, PA	7.3 miles
Amblebrook WWTP	Hunterstown, PA	26.7 miles
YWC Wastewater Offices	York, PA	52.0 miles

York Water is not anticipating any physical, operational, or managerial changes of York Water's operations as a result of the acquisition. Future improvements and changes will be evaluated and planned for wastewater collection and treatment systems as needed.

15. Approval's Necessity and Propriety:

Approval of the Application is necessary and proper for the service, accommodation, convenience, and safety of the public for the following reasons:

(a) Sellers are no longer willing to provide wastewater service to their customers due to the regulatory requirements necessary to continue providing service as well as the difficulties in maintaining a viable wastewater system for a small number of customers;

(b) York Water will bring significant resources to the Sellers' wastewater system in order to keep it in compliance with both existing and proposed regulatory requirements; and

(c) The Commission encourages utilities, such as York Water, to acquire small wastewater systems, such as the Wastewater System Assets owned by LIDA and FCGA. *See 52 Pa. Code § 69.721.*

16. Notification to Customers:

Prior to the filing of this Application, York Water notified the Sellers' customers regarding the filing of this Application, the Company's proposed rates, and York Water's intent to modify Sellers' existing rates to monthly rates for wastewater service. A copy of the notice sent

to customers describing the filing and the anticipated effect on rates is attached hereto as **Exhibit Q** (Notice to Customers).

WHEREFORE, York Water requests that the Public Utility Commission approve this Application filed pursuant to Sections 507 and 1102 of the Public Utility Code, and:

- a. Enter an Order approving this Application;
- b. Issue a Certificate of Public Convenience under Section 1102 of the Public Utility Code, authorizing York Water to begin to offer, render, furnish and supply wastewater service to the public in the requested additional service territory covered by this Application;
- c. Authorize York Water to file a tariff supplement, consistent with Exhibit P, on one day's notice; and
- d. Issue such other approvals, certificates, registrations, and relief, if any, under the Public Utility Code that may be required with respect to York Water's acquisition of the Wastewater System Assets and requested expansion of its certificated service territory.

ATTEST:



Secretary

THE YORK WATER COMPANY

By 

President

By 

Counsel for THE YORK WATER COMPANY

Exhibit A

**THE YORK WATER COMPANY
UTILITY PLANT**

	As of <u>December 31, 2020</u>
Organization	\$ 5,302
Franchises and consents	4,918
Water rights	39,972
Reservoir land	858,813
Power and pumping land	1,078,522
Purification land	26,734
Transmission & distribution land rights-of-way	137,364
Distribution reservoir and standpipe land	621,756
Office land	115,023
Stores, shop and garage land	135,845
Collecting and impounding reservoirs	6,155,247
Lake, river and other intakes	3,683,677
Wells and springs	50,350
Supply mains	8,350,917
Other water source structures	211,038
Power and pumping structures	14,903,231
Purification buildings	3,247,595
Office buildings	1,424,974
Stores, shop and garage buildings	2,953,735
Miscellaneous structures and improvements	495,218
Power generation equipment	2,831,078
Oil engine pumping equipment	1,858,676
Electric pumping equipment	4,435,610
Scada system	698,223
Purification system	20,299,857
Distribution reservoirs and standpipes	22,835,344
Mains and accessories	205,663,190
Services	49,453,772
Meters	20,307,171
Fire hydrants	9,297,117
Backflow preventors	548,099
Office furniture and equipment	10,987,393
Transportation equipment	1,859,321
Stores equipment	201,232
Shop equipment	71,313
General equipment	690,771
Tractor	34,371
Laboratory equipment	82,933
Construction equipment	128,072
Communication equipment	2,740,885
Miscellaneous equipment	501,442
Wastewater pumping land	305,425
Wastewater treatment land	148,906
Wastewater treatment structures	1,305,240
Wastewater power generation equipment	286,262
Wastewater collection sewers	6,500,622
Wastewater services	984,193
Wastewater pumping equipment	473,082
Wastewater treatment and disposal equipment	1,035,606
Wastewater monitoring equipment	89,641
Wastewater detention pond	2,682
Wastewater outfall lines	10,963
Wastewater office computer	80,265
Wastewater transportation equipment	118,456
Wastewater shop equipment	16,121
Wastewater communication equipment	136,841
Wastewater miscellaneous equipment	11,906
Total Utility Plant in Service	<u>\$ 411,532,312</u>
Construction work in progress	27,137,382
Utility plant acquisition adjustment	(3,706,722)
TOTAL UTILITY PLANT	<u>\$ 434,962,972</u>

Exhibit B

THE YORK WATER COMPANY
BALANCE SHEET

As of
December 31, 2020

ASSETS

UTILITY PLANT:

Utility Plant, at original cost	\$434,962,972
Less-Reserve for depreciation	<u>91,339,847</u>
	343,623,125

OTHER PHYSICAL PROPERTY:

Less-Reserve for depreciation	741,613
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CURRENT ASSETS:

Cash and cash equivalents	(1,261,786)
Restricted cash	5,000,000
Accounts receivables, less reserves	5,183,518
Unbilled revenue	2,847,422
Materials and supplies, at cost	1,009,811
Prepaid expenses	<u>1,526,323</u>
	14,305,288

OTHER LONG-TERM ASSETS:

Notes receivable	255,481
Deferred regulatory assets	39,868,086
Other	<u>6,194,038</u>
	46,317,605

\$404,987,631

THE YORK WATER COMPANY
BALANCE SHEET

As of
December 31, 2020

CAPITALIZATION AND LIABILITIES

CAPITALIZATION:

Common stock, no par value	\$85,935,349
Earnings retained in the business	57,316,798
	143,252,147

Long-term debt	126,569,697
Less-Unamortized discount and debt expense	2,997,246
	266,824,598

CURRENT LIABILITIES:

Current portion of long-term debt	0
Accounts payable	5,315,889
Dividends payable	2,191,863
Accrued taxes	(547,972)
Accrued interest	958,986
Deferred regulatory liabilities	525,279
Other accrued expenses	1,604,434
	10,048,479

DEFERRED CREDITS:

Customers' advances for construction	10,326,167
Contributions in aid of construction	41,307,361
Deferred employee benefits	4,793,148
Deferred regulatory liabilities	25,418,480
Deferred income taxes	43,537,937
Other deferred credits	2,731,461
	128,114,554

\$404,987,631

Exhibit C

THE YORK WATER COMPANY
STATEMENT OF INCOME




	Twelve Months Ended <u>December 31, 2021</u>
OPERATING REVENUES:	
Residential	35,732,932
Commercial and industrial	14,067,957
Other	4,050,704
	<u>53,851,593</u>
OPERATING EXPENSES:	
Operation and maintenance	10,780,641
Administrative and general	10,620,198
	<u>21,400,839</u>
Depreciation	8,176,923
Taxes other than income taxes	1,205,438
Income taxes	2,018,134
	<u>32,801,334</u>
Operating income	21,050,259
INTEREST EXPENSE AND OTHER INCOME:	
Interest on debt	4,707,140
Allowance for funds used during construction	(530,296)
Other (income) expenses, net	275,703
	<u>4,452,547</u>
NET INCOME	<u><u>\$16,597,712</u></u>



EXHIBIT "C"

Exhibit D



The York Water Company - Current and Proposed Charter Territory

-  YWC Water Charter Territory
-  YWC Wastewater Charter Territory
-  Proposed Charter Territory

-  Pennsylvania River Basins
-  Pennsylvania County Boundary

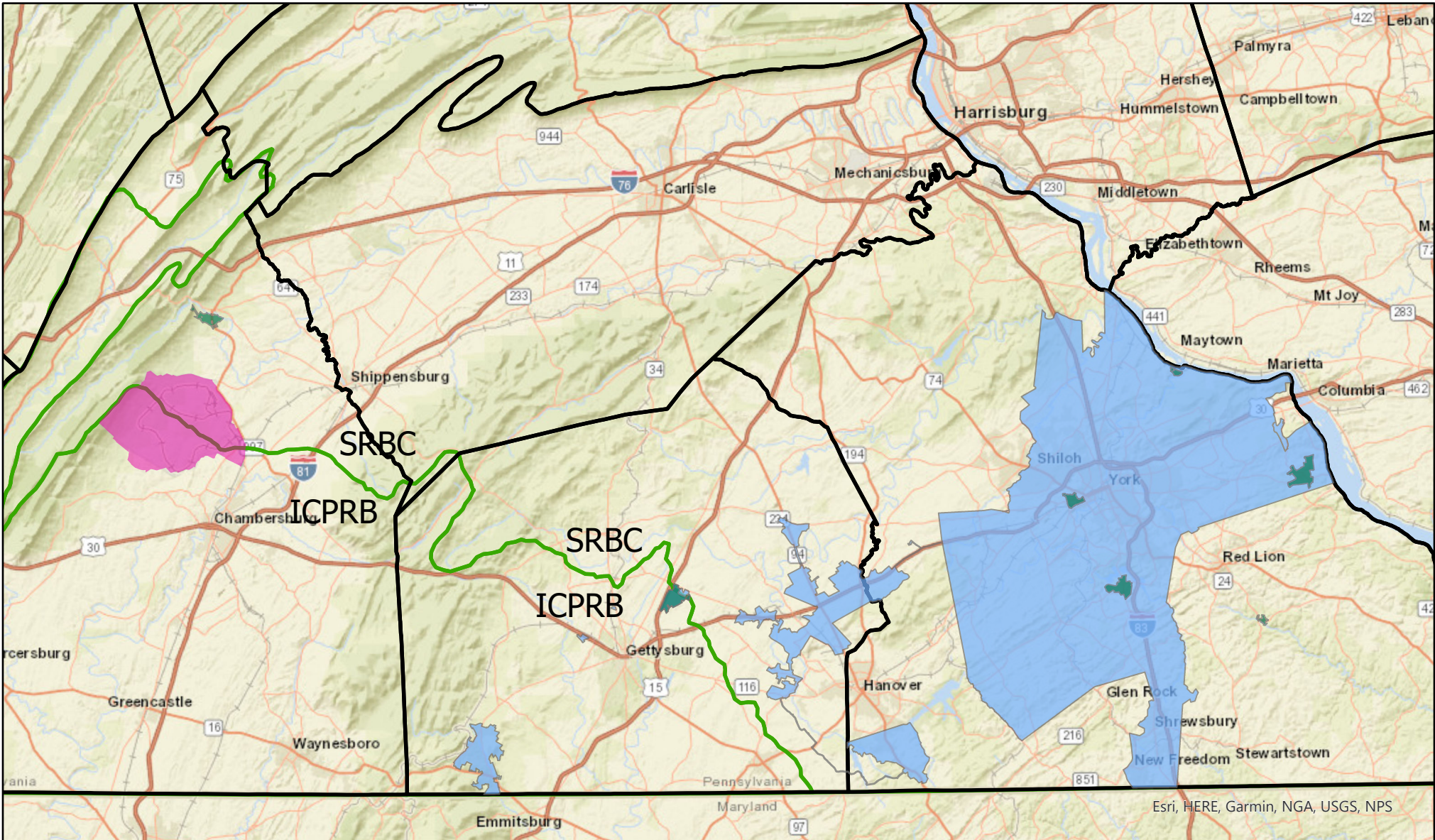
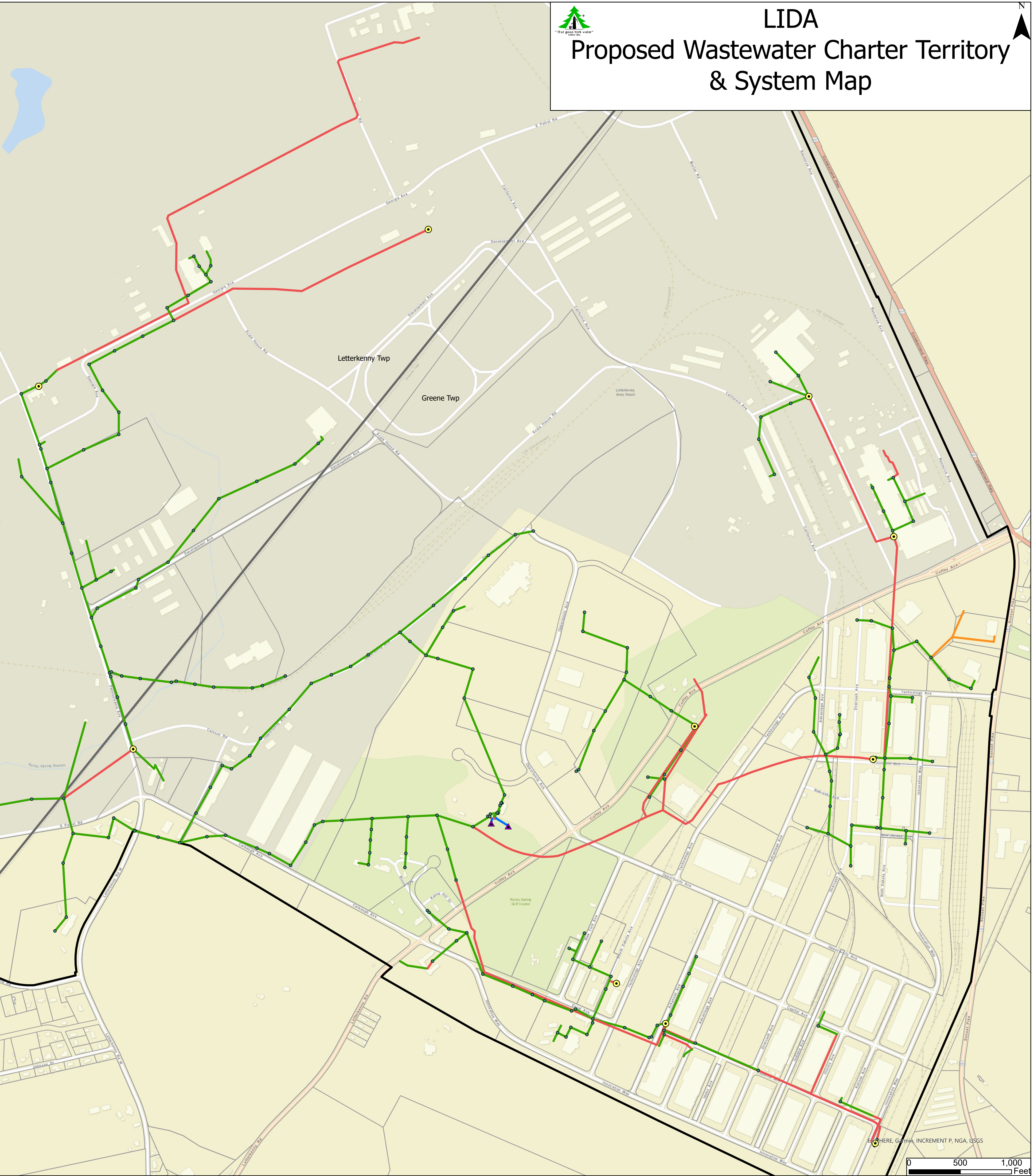
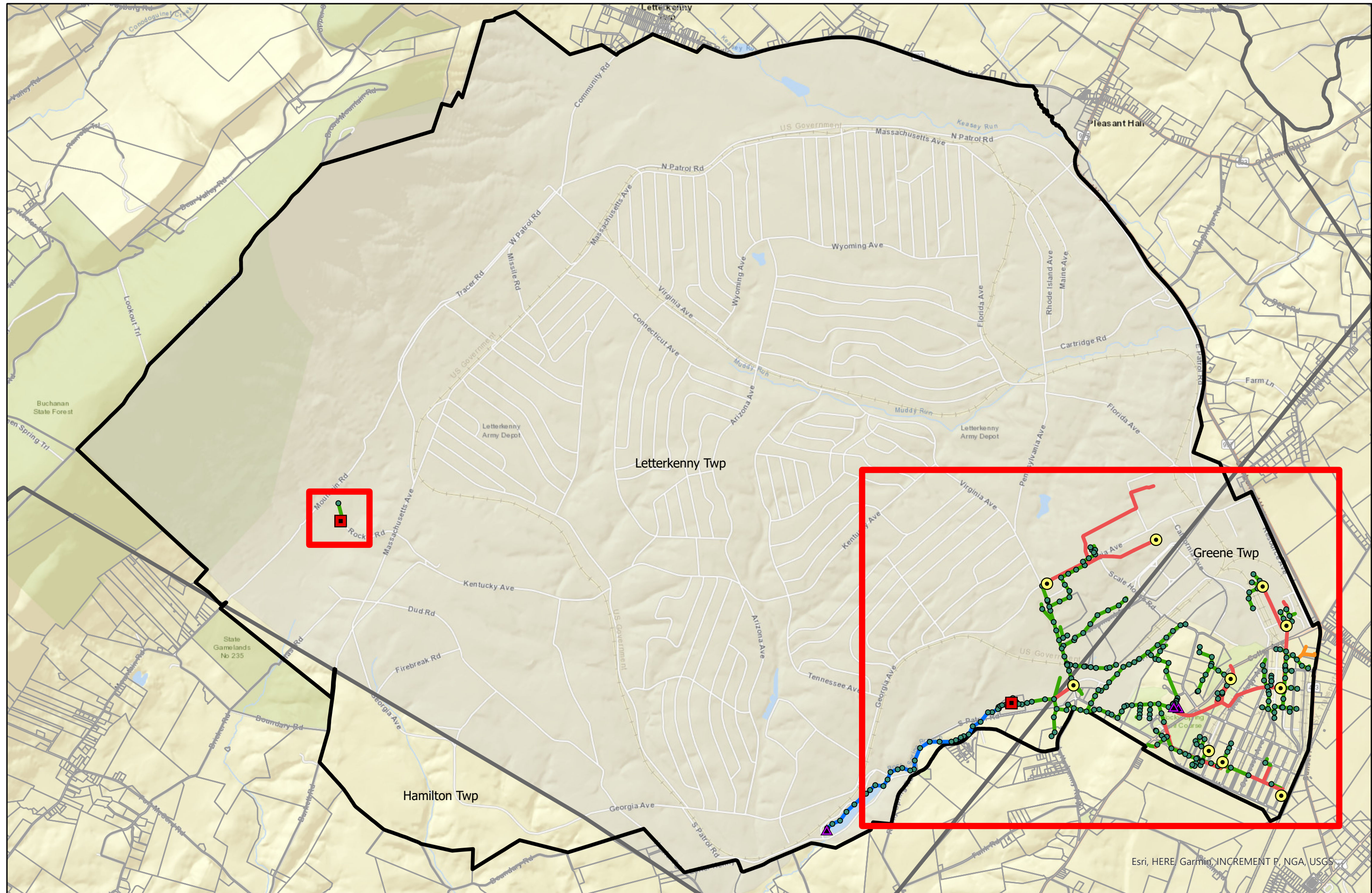


Exhibit D-1



LIDA Proposed Wastewater Charter Territory & System Map



- Main Type**
- Gravity Main
 - Force Main
 - LPSS
 - Effluent
 - Manholes
 - Pump Stations
 - Wastewater Treatment Plant
 - Outfall
- Legend**
- LIDA Proposed Charter Territory
 - Franklin County Municipal Boundary
 - Franklin County Parcels

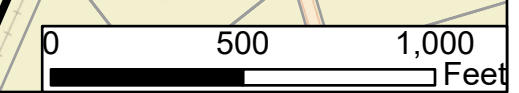
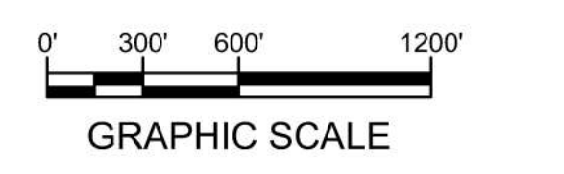


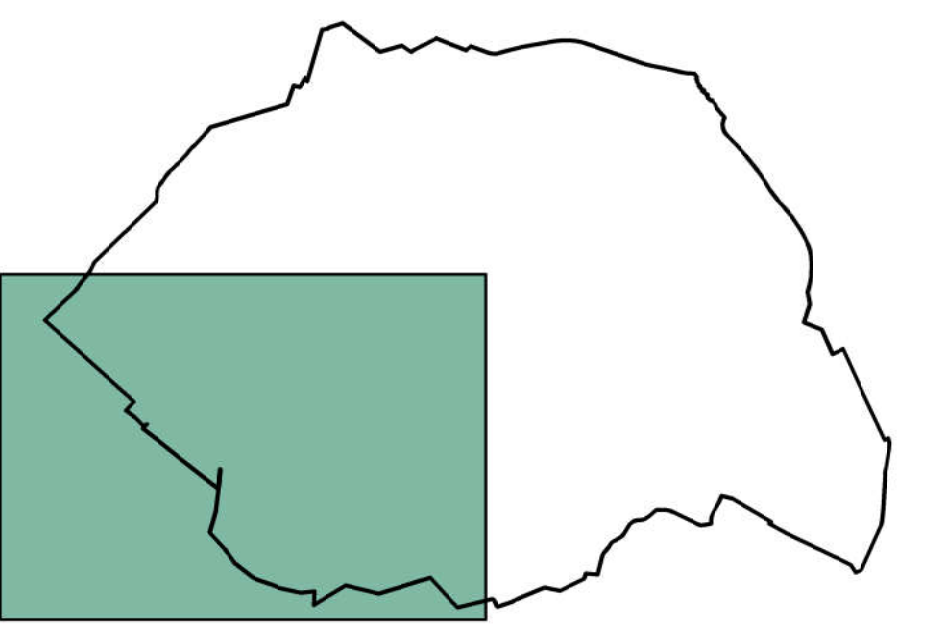
Exhibit E-1

Exhibit E-2

NOTE:
 BOUNDARY INFORMATION SHOWN IS APPROXIMATE. THEREFORE,
 THIS DRAWING SHOULD NOT BE CONSIDERED A SURVEY.



GRAPHIC SCALE



SHEET INDEX

WASTEWATER SERVICE TERRITORY
 20,058.00 ACRES ±

SERVICE AREA LINE TABLE

LINE #	DIRECTION	LENGTH
L36	S 76-20-15 W	1,771.37'
L37	S 77-13-46 W	572.79'
L38	N 42-41-32 W	909.96'
L39	S 72-41-56 W	2,767.13'
L40	N 75-46-5 W	1,234.02'
L41	S 58-18-32 W	1,831.82'
L42	N 1-51-14 E	705.47'
L43	S 85-23-2 W	725.45'
L44	N 77-34-11 W	1,126.21'
L45	N 68-27-29 W	348.71'
L46	N 70-35-47 W	622.33'
L47	N 50-58-50 W	1,187.60'
L48	N 33-21-21 W	945.94'
L49	N 42-6-27 W	1,123.52'
L50	N 15-49-42 E	1,087.60'
L51	N 4-8-54 E	88.54'
L52	N 7-36-39 E	648.74'
L53	N 7-6-45 E	244.05'
L54	N 5-57-58 E	171.00'
L55	N 2-23-14 E	135.21'
L56	N 6-7-1 E	290.96'
L57	N 7-7-30 E	138.92'
L58	N 58-28-58 W	36.24'
L59	S 7-7-30 W	155.20'
L60	S 6-7-1 W	292.34'
L61	S 2-23-14 W	135.25'
L62	S 5-57-58 W	168.64'
L63	S 7-6-45 W	255.97'
L64	N 31-13-32 W	4,953.85'
L65	N 44-26-11 E	293.95'
L66	N 58-27-0 W	16.88'
L67	S 57-45-33 W	67.83'
L68	S 51-0-30 W	77.71'
L69	S 44-38-26 W	47.06'
L70	N 43-46-8 W	635.40'
L71	N 52-56-8 W	588.80'
L72	N 41-47-52 E	603.00'
L73	N 47-17-49 W	6,158.08'
L74	N 45-24-30 E	2,188.32'
L75	N 30-16-22 E	88.87'
L76	N 39-5-32 E	702.19'

SERVICE AREA CURVE TABLE

CURVE #	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C16	50.00'	52.88'	N 73-21-44 W	50.45'
C17	275.00'	98.03'	N 58-14-43 W	97.52'
C18	6,810.00'	254.18'	N 69-31-38 W	254.17'
C19	300.00'	102.71'	N 60-47-19 W	102.21'
C20	320.00'	98.44'	N 42-10-5 W	98.05'
C21	2,080.00'	317.71'	N 37-43-54 W	317.41'
C22	812.00'	165.53'	N 9-59-18 E	165.24'
C23	5,200.00'	314.26'	N 5-52-47 E	314.21'
C24	640.00'	168.08'	N 37-50-26 E	168.57'
C25	1,290.00'	198.58'	N 34-40-57 E	198.37'

MATCH SHEETS 1 & 2

Exhibit E-3

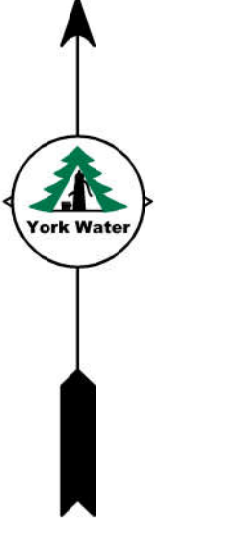
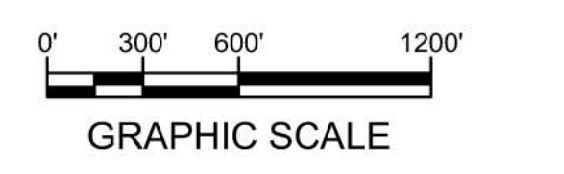
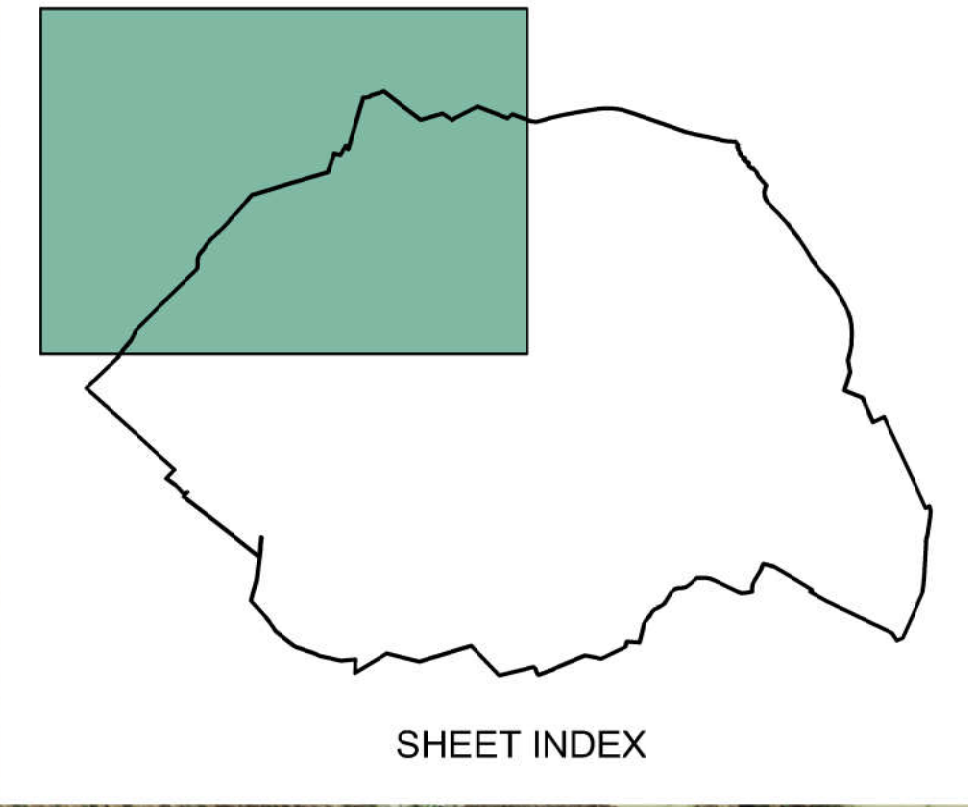
SERVICE AREA LINE TABLE

LINE #	DIRECTION	LENGTH
L76	N 39-5-32 E	702.19'
L77	N 19-51-18 E	161.98'
L78	N 45-1-28 E	4,370.62'
L79	N 1-33-21 W	298.04'
L80	N 29-23-14 E	100.99'
L81	N 45-12-51 E	60.48'
L82	N 32-31-38 E	273.63'
L83	N 45-52-45 E	330.55'
L84	N 49-30-10 E	88.02'
L85	N 42-27-10 E	447.29'
L86	N 33-57-0 E	142.00'
L87	N 50-48-52 E	108.44'
L88	N 41-57-34 E	726.53'
L89	N 40-17-48 E	466.73'
L90	N 73-12-20 E	4,053.75'
L91	N 16-52-20 E	1,009.85'
L92	S 75-7-39 E	333.30'
L93	N 27-52-20 E	537.40'
L94	S 37-7-40 E	219.45'
L95	N 16-14-20 E	2,755.50'
L96	N 77-52-21 E	58.64'
L97	N 63-52-20 E	285.45'
L98	N 28-22-21 E	70.12'
L99	N 70-59-49 E	733.84'
L100	S 52-1-8 E	2,422.20'
L101	N 73-20-30 E	1,155.63'
L102	S 55-47-3 E	617.34'
L103	N 43-47-15 E	91.42'
L104	N 56-2-28 E	90.69'
L105	N 61-56-40 E	1,208.28'
L106	N 51-22-23 E	62.34'
L107	S 67-57-32 E	1,671.99'
L108	N 45-14-23 E	323.35'
L109	S 68-33-44 E	892.26'

SERVICE AREA CURVE TABLE

CURVE #	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C25	1,290.00'	198.56'	N 34-40-57 E	198.37'
C26	725.00'	243.42'	N 29-28-25 E	242.28'
C27	415.00'	182.30'	N 32-26-23 E	180.84'
C28	300.00'	243.89'	N 21-44-4 E	237.23'
C29	400.00'	216.02'	N 13-54-57 E	213.41'
C30	480.00'	132.59'	N 37-18-3 E	132.17'
C31	590.00'	128.43'	N 38-52-15 E	128.17'
C32	1,460.00'	340.23'	N 39-12-12 E	339.46'
C33	2,615.00'	165.38'	N 47-41-27 E	165.35'
C34	1,665.00'	204.87'	N 45-58-40 E	204.74'
C35	1,015.00'	150.63'	N 39-12-5 E	150.49'
C36	730.00'	214.87'	N 42-22-56 E	214.09'
C37	550.00'	85.00'	N 46-23-13 E	84.92'

NOTE: BOUNDARY INFORMATION SHOWN IS APPROXIMATE. THEREFORE, THIS DRAWING SHOULD NOT BE CONSIDERED A SURVEY.



UPPER STRASBURG RD

Upper Strasburg

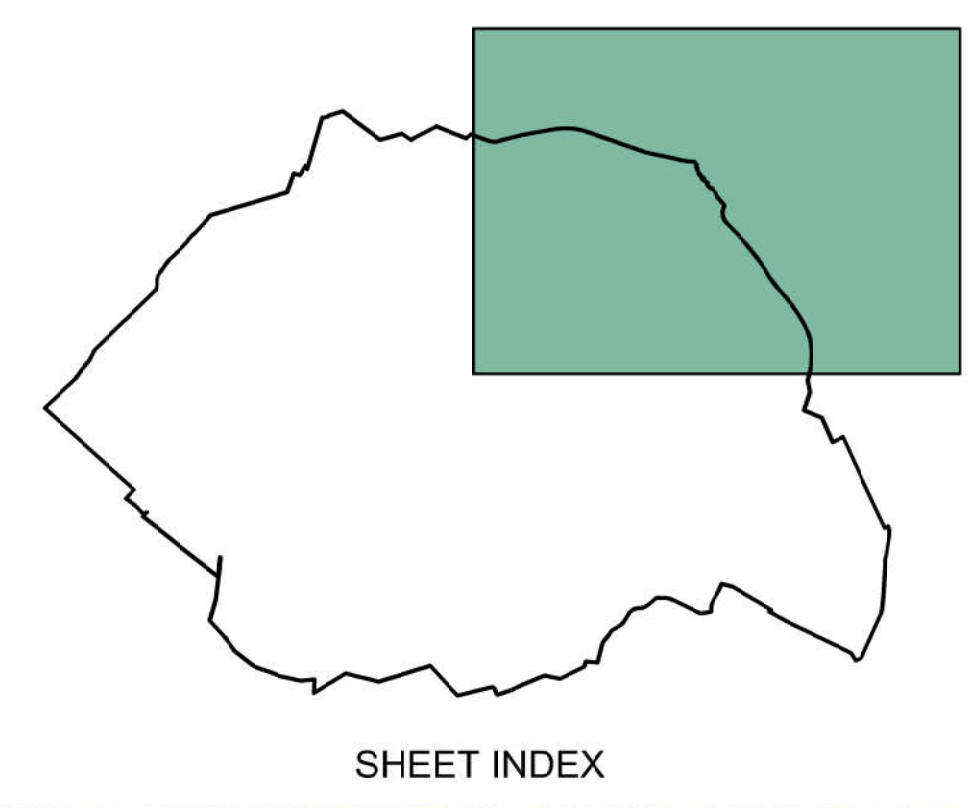
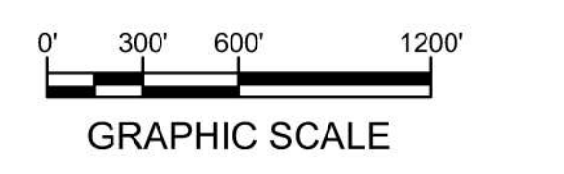
WASTEWATER SERVICE TERRITORY
26,089.30 ACRES ±

MATCH SHEETS 2 & 3

MATCH SHEETS 3 & 4

Exhibit E-4

NOTE: BOUNDARY INFORMATION SHOWN IS APPROXIMATE. THEREFORE, THIS DRAWING SHOULD NOT BE CONSIDERED A SURVEY.



WASTEWATER SERVICE TERRITORY
20,359.80 ACRES ±

MATCH SHEETS 1 & 4

SERVICE AREA LINE TABLE

LINE #	DIRECTION	LENGTH
L109	S 68-33-44 E	892.26'
L110	N 73-41-4 E	542.35'
L111	N 78-34-13 E	588.68'
L112	N 80-46-5 E	783.64'
L113	N 80-46-5 E	424.11'
L114	S 75-1-39 E	202.51'
L115	S 70-31-29 E	2,882.92'
L116	S 79-47-18 E	571.63'
L117	S 75-39-38 E	456.66'
L118	S 87-0-19 E	360.80'
L119	S 33-23-40 E	98.91'
L120	S 41-0-46 E	111.35'
L121	S 25-47-8 W	85.29'
L122	S 3-44-25 E	63.81'
L123	S 77-16-10 E	57.49'
L124	S 17-23-36 W	87.15'
L125	S 34-45-43 E	150.36'
L126	S 0-32-3 W	88.11'
L127	S 70-1-41 E	103.81'
L128	S 23-46-45 W	64.62'
L129	S 56-18-47 E	152.82'
L130	S 20-9-16 W	63.89'
L131	S 2-53-55 E	34.00'
L132	N 61-42-18 E	123.62'
L133	S 8-12-42 E	78.92'
L134	S 27-17-22 W	57.55'
L135	S 60-56-57 E	92.01'
L136	S 22-25-51 E	45.24'
L137	N 88-21-56 E	75.51'
L138	S 50-28-43 E	47.78'
L139	S 12-48-16 W	36.66'
L140	S 34-7-43 W	44.17'
L141	S 1-13-9 W	38.20'
L142	S 22-20-53 E	38.53'
L143	S 29-33-11 E	40.77'
L144	S 46-33-12 E	45.05'
L145	S 84-22-55 E	37.35'
L146	S 69-9-41 E	33.69'
L147	S 18-14-13 E	27.91'
L148	S 3-55-7 E	29.73'
L149	S 77-57-27 E	31.16'
L150	N 56-30-17 E	33.13'
L151	S 77-52-56 E	35.32'
L152	S 22-51-28 E	47.07'
L153	S 38-21-20 E	47.79'
L154	S 62-35-16 E	43.02'
L155	S 40-57-46 E	66.31'
L156	S 51-13-47 E	24.49'
L157	S 35-56-51 E	64.36'
L158	S 22-11-16 E	139.86'
L159	S 27-24-28 E	111.21'
L160	S 53-16-2 E	33.96'
L161	S 40-18-4 E	84.17'
L162	S 27-57-4 E	45.07'
L163	S 48-37-17 E	68.22'
L164	S 35-1-30 E	116.09'
L165	S 44-7-48 E	57.49'
L165A	S 44-7-48 E	60.63'

SERVICE AREA LINE TABLE

LINE #	DIRECTION	LENGTH
L222	S 44-7-48 E	14.33'
L223	S 34-57-34 E	58.50'
L224	S 24-50-31 E	39.31'
L225	S 20-27-51 W	111.52'
L226	S 44-34-30 E	662.09'
L227	S 37-29-16 E	991.59'
L228	S 31-11-38 E	511.74'
L229	S 43-38-27 E	485.48'
L230	S 28-26-30 E	446.69'
L231	S 0-50-23 W	624.10'
L232	S 10-47-28 W	497.37'

SERVICE AREA CURVE TABLE

CURVE #	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C38	1,000.00'	658.92'	S 87-26-20 E	647.06'
C39	7,300.00'	622.5'	N 78-7-39 E	622.31'
C40	10,000.00'	383.56'	N 79-40-9 E	383.54'
C41	2,050.00'	321.24'	N 65-15-26 E	320.91'
C42	1,985.00'	527.50'	S 82-39-26 E	525.95'
C43	5,240.00'	411.83'	S 72-46-34 E	411.72'
C44	3,165.00'	511.72'	S 75-9-23 E	511.16'
C45	5,560.00'	400.54'	S 77-43-28 E	400.46'
C46	1,620.00'	320.75'	S 81-19-59 E	320.24'

SERVICE AREA CURVE TABLE

CURVE #	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C59	775.00'	879.74'	S 12-3-20 E	833.26'
C60	6,000.00'	742.17'	S 41-1-53 E	741.70'
C61	6,100.00'	670.14'	S 34-20-26 E	668.81'
C62	3,240.00'	645.46'	S 38-54-1 E	644.39'
C63	5,660.00'	1,399.39'	S 35-31-28 E	1,395.83'
C64	2,830.00'	1,446.29'	S 13-48-3 E	1,430.60'

Exhibit G

(CONFIDENTIAL)

Exhibit G-1

(CONFIDENTIAL)

Exhibit J



The York Water Company

"That good York water"
SINCE 1816

October 12, 2021

Franklin County Planning Commission
340 N. 2nd St.
Chambersburg, PA 17201

Re: York Water Application to Serve Letterkenny Army Depot and Portions of Greene Township and Letterkenny Township, Franklin County

York Water entered into an Agreement to acquire the water and wastewater assets of the Franklin County General Authority (FCGA) which currently serves Letterkenny Army Depot (LEAD), a portion of Greene Township and a portion of Letterkenny Township in Franklin County. York Water will file an application with the PA Public Utility Commission (PUC) through which York Water will request to offer or furnish water service and wastewater service to the public in those portions of Greene Township and Letterkenny Township currently served by FCGA, as well as water and wastewater service to LEAD. York Water's application requests to expand its water and wastewater charter areas to serve customers in Greene and Letterkenny Townships and to provide water and wastewater service to the customers currently served by FCGA.

As part of York Water's request to the PUC, we have been asked to receive input from the County to determine if York Water's proposed wastewater service complies with Franklin County's land use planning.

Specifically, the PUC requests that the County reviews the following questions:

1. Are there adopted municipal comprehensive plans for the township 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? N
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 the application is not consistent with the applicable comprehensive plans and zoning ordinances, please provide an explanation.

Thank you in advance for your timely review of this request. If you have any questions, please call me at (717)718-7554 or email: markw@yorkwater.com.

Sincerely,

Mark A. Wheeler
Chief Operating Officer

We concur that York Water's application is consistent with the applicable comprehensive plans and zoning ordinances.

Franklin County Planning Commission Signature Rochelle Barvinchack

Exhibit J-1



The York Water Company

October 12, 2021

Greene Township Board of Supervisors
1145 Garver Lane
Chambersburg, PA 17202

Re: York Water Application to Serve a Portion of Greene Township, Franklin County

York Water entered into an Agreement to acquire the water and wastewater assets of the Franklin County General Authority (FCGA) which currently serves Letterkenny Army Depot and a portion of Greene Township. York Water will file an application with the PA Public Utility Commission (PUC) through which York Water will request to offer or furnish water service and wastewater service to the public in that portion of Greene Township currently served by FCGA. York Water's application requests to expand its water and wastewater charter areas to serve customers in Greene Township and to provide water and wastewater service to the customers currently served by FCGA.

As part of York Water's request to the PUC, we have been asked to receive input from the Township to determine if York Water's proposed expansion complies with the Township's land use planning.

Specifically, the PUC requests that the Township reviews the following questions:

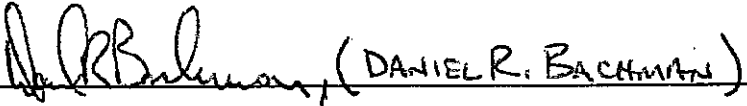
1. Are there adopted municipal comprehensive plans for the townships/boroughs involved? YES
2. Is there an adopted county comprehensive plan? YES
3. Is there an adopted multi-municipal or multi-county comprehensive plan? —
4. Is there an adopted county or municipal zoning ordinance or joint municipal 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 the application is not consistent with the applicable comprehensive plans and zoning ordinances, please provide an explanation.

If you have any questions, please call me at (717)718-7545 or email: markw@yorkwater.com.

Sincerely,

Mark A. Wheeler
Chief Operating Officer

We concur that York Water's Application is consistent with the applicable comprehensive plans and zoning ordinances.

Greene Township Signature  (DANIEL R. BACHMAN)

Printed Name/Title ZONING OFFICER Date 10-19-21

Exhibit J-2



The York Water Company

October 12, 2021

Letterkenny Township Board of Supervisors
4924 Orrstown Rd.
Orrstown, PA 17244

Re: York Water Application to Serve a Portion of Letterkenny Township, Franklin County

York Water entered into an Agreement to acquire the water and wastewater assets of the Franklin County General Authority (FCGA) which currently serves Letterkenny Army Depot and a portion of Letterkenny Township. York Water will file an application with the PA Public Utility Commission (PUC) through which York Water will request to offer or furnish water service and wastewater service to the public in that portion of Letterkenny Township currently served by FCGA. York Water's application requests to expand its water and wastewater charter areas to serve customers in Letterkenny Township and to provide water and wastewater service to the customers currently served by FCGA.

As part of York Water's request to the PUC, we have been asked to receive input from the Township to determine if York Water's proposed expansion complies with the Township's land use planning.

Specifically, the PUC requests that the Township reviews the following questions:

1. Are there adopted municipal comprehensive plans for the townships/boroughs involved? Yes
2. Is there an adopted county comprehensive plan? No
3. Is there an adopted multi-municipal or multi-county comprehensive plan? Yes
4. Is there an adopted county or municipal zoning ordinance or joint municipal zoning ordinance? No
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 the application is not consistent with the applicable comprehensive plans and zoning ordinances, please provide an explanation.

If you have any questions, please call me at (717)718-7545 or email: markw@yorkwater.com.

Sincerely,

Mark A. Wheeler
Chief Operating Officer

We concur that York Water's Application is consistent with the applicable comprehensive plans and zoning ordinances.

Letterkenny Township Signature Charles H. Myers

Printed Name/Title Charles H. Myers Chairman Date 10-19-21

Exhibit L-1

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

NPDES PERMIT NO: PA0030597
 Amendment No. 1

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

Franklin County General Authority
5540 Coffey Avenue
Chambersburg, PA 17201-4113

is authorized to discharge from a facility known as **Franklin County General Authority WTP**, located in **Letterkenny Township, Franklin County**, to **Rocky Spring Branch** in Watershed(s) **13-C** in accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts A, B and C hereof.

THIS PERMIT SHALL BECOME EFFECTIVE ON AUGUST 30, 2018

THIS PERMIT SHALL EXPIRE AT MIDNIGHT ON DECEMBER 31, 2021

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

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

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

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

DATE PERMIT ISSUED 12/27/2016

ISSUED BY /s/

DATE PERMIT AMENDMENT ISSUED 8/30/18

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

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

I. A. For Outfall 001, Latitude 39° 58' 58.52", Longitude 77° 41' 17.90", River Mile Index 2.78, Stream Code 60038

Receiving Waters: Rocky Spring Branch

Type of Effluent: Sewage Effluent

1. The permittee is authorized to discharge during the period from _____ through **December 31, 2021**.
2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements and Footnotes).

Parameter	Effluent Limitations						Monitoring Requirements	
	Mass Units (lbs/day) ⁽¹⁾		Concentrations (mg/L)				Minimum ⁽²⁾ Measurement Frequency	Required Sample Type
	Average Monthly	Weekly Average	Minimum	Average Monthly	Weekly Average	Instant. Maximum		
Flow (MGD)	Report	Report Daily Max	XXX	XXX	XXX	XXX	Continuous	Measured
pH (S.U.)	XXX	XXX	6.0	XXX	9.0 Max	XXX	1/day	Grab
Dissolved Oxygen	XXX	XXX	5.0	XXX	XXX	XXX	1/day	Grab
Carbonaceous Biochemical Oxygen Demand (CBOD5)	52.0	83.0	XXX	25.0	40.0	50	1/week	24-Hr Composite
Biochemical Oxygen Demand (BOD5) Raw Sewage Influent	Report	Report Daily Max	XXX	Report	XXX	XXX	1/week	24-Hr Composite
Total Suspended Solids Raw Sewage Influent	Report	Report Daily Max	XXX	Report	XXX	XXX	1/week	24-Hr Composite
Total Suspended Solids	62.0	93.0	XXX	30.0	45.0	60	1/week	24-Hr Composite
Fecal Coliform (No/100 ml) Oct 1 - Apr 30	XXX	XXX	XXX	2000 Geo Mean	XXX	10000	1/week	Grab
Fecal Coliform (No/100 ml) May 1 - Sep 30	XXX	XXX	XXX	200 Geo Mean	XXX	1000	1/week	Grab
Ultraviolet light intensity (mW/cm ²)	XXX	XXX	Report	XXX	XXX	XXX	1/day	Recorded

Outfall 001 , Continued (from **through December 31, 2021)**

Parameter	Effluent Limitations						Monitoring Requirements	
	Mass Units (lbs/day) ⁽¹⁾		Concentrations (mg/L)				Minimum ⁽²⁾ Measurement Frequency	Required Sample Type
	Average Monthly	Weekly Average	Minimum	Average Monthly	Weekly Average	Instant. Maximum		
Ammonia-Nitrogen Nov 1 - Apr 30	18.0	XXX	XXX	9.0	XXX	18	2/week	24-Hr Composite
Ammonia-Nitrogen May 1 - Oct 31	6.0	XXX	XXX	3.0	XXX	6	2/week	24-Hr Composite
Total Phosphorus	4.0	XXX	XXX	2.0	XXX	4	2/week	24-Hr Composite

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

at Outfall 001

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

Additional Requirements

1. The permittee may not discharge:
 - a. Floating solids, scum, sheen or substances that result in observed deposits in the receiving water. (25 Pa Code § 92a.41(c))
 - b. Oil and grease in amounts that cause a film or sheen upon or discoloration of the waters of this Commonwealth or adjoining shoreline, or that exceed 15 mg/l as a daily average or 30 mg/l at any time (or lesser amounts if specified in this permit). (25 Pa. Code § 92a.47(a)(7), § 95.2(2))
 - c. Substances in concentration or amounts sufficient to be inimical or harmful to the water uses to be protected or to human, animal, plant or aquatic life. (25 Pa Code § 93.6(a))
 - d. Foam or substances that produce an observed change in the color, taste, odor or turbidity of the receiving water, unless those conditions are otherwise controlled through effluent limitations or other requirements in this permit. For the purpose of determining compliance with this condition, DEP will compare conditions in the receiving water upstream of the discharge to conditions in the receiving water approximately 100 feet downstream of the discharge to determine if there is an observable change in the receiving water. (25 Pa Code § 92a.41(c))
2. The monthly average percent removal of BOD₅ or CBOD₅ and TSS must be at least 85% for POTW facilities on a concentration basis except where 25 Pa. Code 92a.47(g) and (h) are applicable to facilities with combined sewer overflows (CSOs) or as otherwise specified in this permit. (25 Pa. Code § 92a.47(a)(3))
3. If the permit requires the reporting of average weekly statistical results, the maximum weekly average concentration and maximum weekly average mass loading shall be reported, regardless of whether the results are obtained for the same or different weeks.
4. The permittee shall monitor the sewage effluent discharge(s) for the effluent parameters identified in the Part A limitations table(s) during all bypass events at the facility, using the sample types that are specified in the limitations table(s). Where the required sample type is "composite", the permittee must commence sample collection within one hour of the start of the bypass, wherever possible. The results shall be reported on the Daily Effluent Monitoring supplemental form (3800-FM-BCW0435) and be incorporated into the calculations used to report self-monitoring data on Discharge Monitoring Reports (DMRs).

Footnotes

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

Supplemental Information

- (1) The hydraulic design capacity of 0.25 million gallons per day for the treatment facility is used to prepare the annual Municipal Wasteload Management Report to help determine whether a "hydraulic overload" situation exists, as defined in Title 25 Pa. Code Chapter 94.
- (2) The effluent limitations for Outfall 001 were determined using an effluent discharge rate of 0.25 MGD.
- (3) The organic design capacity of 600 lbs BOD₅ per day for the treatment facility is used to prepare the annual Municipal Wasteload Management Report to determine whether an "organic overload" condition exists, as defined in 25 Pa. Code Chapter 94.

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

I. B. For Outfall 001, Latitude 39° 58' 58.52", Longitude 77° 41' 17.90", River Mile Index 2.78, Stream Code 60038

Receiving Waters: Rocky Spring Branch

Type of Effluent: Sewage Effluent

1. The permittee is authorized to discharge during the period from _____ through **December 31, 2021**.
2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements and Footnotes).

Parameter	Effluent Limitations						Monitoring Requirements	
	Mass Units (lbs) ⁽¹⁾		Concentrations (mg/L)				Minimum ⁽²⁾ Measurement Frequency	Required Sample Type
	Monthly	Annual	Monthly	Monthly Average	Maximum	Instant. Maximum		
Ammonia--N	Report	Report	XXX	Report	XXX	XXX	2/week	24-Hr Composite
Kjeldahl--N	Report	XXX	XXX	Report	XXX	XXX	2/week	24-Hr Composite
Nitrate-Nitrite as N	Report	XXX	XXX	Report	XXX	XXX	2/week	24-Hr Composite
Total Nitrogen	Report	Report	XXX	Report	XXX	XXX	1/month	Calculation
Total Phosphorus	Report	Report	XXX	Report	XXX	XXX	2/week	24-Hr Composite
Net Total Nitrogen	Report	9132.0	XXX	XXX	XXX	XXX	1/month	Calculation
Net Total Phosphorus	Report	1218.0	XXX	XXX	XXX	XXX	1/month	Calculation

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

at Outfall 001

Footnotes:

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

II. DEFINITIONS

At Outfall (XXX) means a sampling location in outfall line XXX below the last point at which wastes are added to outfall line (XXX), or where otherwise specified.

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

Best Management Practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures and other management practices to prevent or reduce the pollutant loading to surface waters of the Commonwealth. The term also includes treatment requirements, operating procedures and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. The term includes activities, facilities, measures, planning or procedures used to minimize accelerated erosion and sedimentation and manage stormwater to protect, maintain, reclaim, and restore the quality of waters and the existing and designated uses of waters within this Commonwealth before, during and after earth disturbance activities. (25 Pa. Code § 92a.2)

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

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

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

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

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

Daily Average Temperature means the average of all temperature measurements made, or the mean value plot of the record of a continuous automated temperature recording instrument, either during a calendar day or during the operating day if flows are of a shorter duration.

Daily Discharge means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the "daily discharge" is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the "daily discharge" is calculated as the average measurement of the pollutant over the day. (25 Pa. Code § 92a.2, 40 CFR 122.2)

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

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

Estimated Flow means any method of liquid volume measurement based on a technical evaluation of the sources contributing to the discharge including, but not limited to, pump capabilities, water meters and batch discharge volumes.

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

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

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

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

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

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

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

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

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

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

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

Municipal Waste means garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid or contained gaseous material resulting from operation of residential, municipal, commercial or institutional establishments and from community activities; and sludge not meeting the definition of residual or hazardous waste under this section from a municipal, commercial or institutional water supply treatment plant, waste water treatment plant or air pollution control facility. (25 Pa. Code § 271.1)

Publicly Owned Treatment Works (POTW) means a treatment works as defined by §212 of the Clean Water Act, owned by a state or municipality. The term includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. The term also includes sewers, pipes or other conveyances if they convey wastewater to a POTW providing treatment. The term also means the municipality as defined in section 502(4) of the Clean Water Act, which has jurisdiction over the indirect discharges to and the discharges from such a treatment works. (25 Pa Code § 92a.2, 40 CFR 122.2)

Residual Waste means garbage, refuse, other discarded material or other waste, including solid, liquid, semisolid or contained gaseous materials resulting from industrial, mining and agricultural operations and sludge from an industrial, mining or agricultural water supply treatment facility, wastewater treatment facility or air pollution control facility, if it is not hazardous. The term does not include coal refuse as defined in the Coal Refuse Disposal Control Act. The term does not include treatment sludges from coal mine drainage treatment plants, disposal of which is being carried on under and in compliance with a valid permit issued under the Clean Streams Law. (25 Pa Code § 287.1)

Severe Property Damage means substantial physical damage to property, damage to the treatment facilities that causes them to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production. (40 CFR 122.41(m)(1)(ii))

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

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

Toxic Pollutant means those pollutants, or combinations of pollutants, including disease-causing agents, which after discharge and upon exposure, ingestion, inhalation or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains may, on the basis of information available to DEP cause death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfunctions, including malfunctions in reproduction, or physical deformations in these organisms or their offspring. (25 Pa. Code § 92a.2)

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

III. SELF-MONITORING, REPORTING AND RECORDKEEPING

A. Representative Sampling

1. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity (40 CFR 122.41(j)(1)). Representative sampling includes the collection of samples, where possible, during periods of adverse weather, changes in treatment plant performance and changes in treatment plant loading. If possible, effluent samples must be collected where the effluent is well mixed near the center of the discharge conveyance and at the approximate mid-depth point, where the turbulence is at a maximum and the settlement of solids is minimized. (40 CFR 122.48, 25 Pa. Code § 92a.61)

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

Except for records of monitoring information required by this permit related to the permittee's sludge use and disposal activities which shall be retained for a period of at least 5 years, all records of monitoring activities and results (including all original strip chart recordings for continuous monitoring instrumentation and calibration and maintenance records), copies of all reports required by this permit, and records of all data used to complete the application for this permit shall be retained by the permittee for 3 years from the date of the sample measurement, report or application. The 3-year period shall be extended as requested by DEP or the EPA Regional Administrator.

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

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

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

4. Test Procedures

- a. Facilities that test or analyze environmental samples used to demonstrate compliance with this permit shall be in compliance with laboratory accreditation requirements of Act 90 of 2002 (27 Pa. C.S. §§ 4101-4113) and 25 Pa. Code Chapter 252, relating to environmental laboratory accreditation.
- b. Test procedures (methods) for the analysis of pollutants or pollutant parameters shall be those approved under 40 CFR Part 136 or required under 40 CFR Chapter I, Subchapters N or O, unless the method is specified in this permit or has been otherwise approved in writing by DEP. (40 CFR 122.41(j)(4), 122.44(i)(1)(iv))
- c. Test procedures (methods) for the analysis of pollutants or pollutant parameters shall be sufficiently sensitive. A method is sufficiently sensitive when 1) the method minimum level is at or below the level of the effluent limit established in the permit for the measured pollutant or pollutant parameter; or 2) the method has the lowest minimum level of the analytical methods approved under 40 CFR Part 136 or required under 40 CFR Chapter I, Subchapters N or O, for the measured pollutant or pollutant parameter; or 3) the method is specified in this permit or has been otherwise approved in writing by DEP for the measured pollutant or pollutant parameter. Permittees have the option of providing matrix or sample-specific minimum levels rather than the published levels. (40 CFR 122.44(i)(1)(iv))

5. Quality/Assurance/Control

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

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

B. Reporting of Monitoring Results

1. The permittee shall effectively monitor the operation and efficiency of all wastewater treatment and control facilities, and the quantity and quality of the discharge(s) as specified in this permit. (25 Pa. Code §§ 92a.3(c), 92a.41(a), 92a.44, 92a.61(i) and 40 CFR §§ 122.41(e), 122.44(i)(1))
2. The permittee shall use DEP's electronic Discharge Monitoring Report (eDMR) system to report the results of compliance monitoring under this permit (see www.dep.pa.gov/edmr). Permittees that are not using the eDMR system as of the effective date of this permit shall submit the necessary registration and trading partner agreement forms to DEP's Bureau of Clean Water (BCW) within 30 days of the effective date of this permit and begin using the eDMR system when notified by DEP BCW to do so. (25 Pa. Code §§ 92a.3(c), 92a.41(a), 92a.61(g) and 40 CFR § 122.41(l)(4))
3. Submission of a physical (paper) copy of a Discharge Monitoring Report (DMR) is acceptable under the following circumstances:
 - a. For a permittee that is not yet using the eDMR system, the permittee shall submit a physical copy of a DMR to the DEP regional office that issued the permit during the interim period between the submission of registration and trading partner agreement forms to DEP and DEP's notification to begin using the eDMR system.
 - b. For any permittee, as a contingency a physical DMR may be mailed to the DEP regional office that issued the permit if there are technological malfunction(s) that prevent the successful submission of a DMR through the eDMR system. In such situations, the permittee shall submit the DMR through the eDMR system within 5 days following remedy of the malfunction(s).
4. DMRs must be completed in accordance with DEP's published DMR instructions (3800-FM-BCW0463). DMRs must be received by DEP no later than 28 days following the end of the monitoring period. DMRs are based on calendar reporting periods and must be received by DEP in accordance with the following schedule:
 - Monthly DMRs must be received within 28 days following the end of each calendar month.
 - Quarterly DMRs must be received within 28 days following the end of each calendar quarter, i.e., January 28, April 28, July 28, and October 28.
 - Semiannual DMRs must be received within 28 days following the end of each calendar semiannual period, i.e., January 28 and July 28.
 - Annual DMRs must be received by January 28, unless Part C of this permit requires otherwise.
5. The permittee shall complete all Supplemental Reporting forms (Supplemental DMRs) attached to this permit, or an approved equivalent, and submit the signed, completed forms as attachments to the DMR, through DEP's eDMR system. DEP's Supplemental Laboratory Accreditation Form (3800-FM-BCW0189) must be completed and submitted to DEP with the first DMR following issuance of this permit, and anytime thereafter when changes to laboratories or methods occur. (25 Pa. Code §§ 92a.3(c), 92a.41(a), 92a.61(g) and 40 CFR § 122.41(l)(4))
6. The completed DMR Form shall be signed and certified by either of the following applicable persons, as defined in 25 Pa. Code § 92a.22:

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

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

7. If the permittee monitors any pollutant at monitoring points as designated by this permit, using analytical methods described in Part A III.A.4. herein, more frequently than the permit requires, the results of this monitoring shall be incorporated, as appropriate, into the calculations used to report self-monitoring data on the DMR. (40 CFR 122.41(l)(4)(ii))

C. Reporting and Notification Requirements

1. Planned Changes to Physical Facilities – The permittee shall give notice to DEP as soon as possible but no later than 30 days prior to planned physical alterations or additions to the permitted facility. A permit under 25 Pa. Code Chapter 91 may be required for these situations prior to implementing the planned changes. A permit application, or other written submission to DEP, can be used to satisfy the notification requirements of this section.

Notice is required when:

- a. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in 40 CFR §122.29(b). (40 CFR 122.41(l)(1)(i))
 - b. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are not subject to effluent limitations in this permit. (40 CFR 122.41(l)(1)(ii))
 - c. The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan. (40 CFR 122.41(l)(1)(iii))
 - d. The planned change may result in noncompliance with permit requirements. (40 CFR 122.41(l)(2))
2. Planned Changes to Waste Stream – Under the authority of 25 Pa. Code § 92a.24(a) and 40 CFR 122.42(b), the permittee shall provide notice to DEP and EPA as soon as possible but no later than 45 days prior to any planned changes in the volume or pollutant concentration of its influent waste stream as a result of indirect discharges or hauled-in wastes, as specified in paragraphs 2.a. and 2.b., below. Notice shall be provided on the “Planned Changes to Waste Stream” Supplemental Report (3800-FM-BCW0482), available on DEP’s website. The permittee shall provide information on the quality and quantity of waste introduced into the POTW, and any anticipated impact of the change on the quantity or quality of effluent to be discharged from the POTW (40 CFR 122.42(b)(3)). The Report shall be sent via Certified Mail or other means to confirm DEP’s receipt of the notification. DEP will determine if the submission of a new application and receipt of a new or amended permit is required.
 - a. Introduction of New Pollutants (25 Pa. Code § 92a.24(a), 40 CFR 122.42(b)(1))

New pollutants are defined as parameters that meet one or more of the following criteria:

- (i) Any pollutants that were not detected in the facilities' influent waste stream as reported in the permit application; and have not been approved to be included in the permittee's influent waste stream by DEP in writing.
- (ii) Any new introduction of pollutants into the POTW from an indirect discharger which would be subject to Sections 301 or 306 of the Clean Water Act if it were directly discharging those pollutants. (40 CFR 122.42(b)(1))

The permittee shall provide notification of the introduction of new pollutants in accordance with paragraph 2 above. The permittee may not authorize the introduction of new pollutants until the permittee receives DEP's written approval.

b. Increased Loading of Approved Pollutants (25 Pa. Code § 92a.24(a), 40 CFR 122.42(b)(2))

Approved pollutants are defined as parameters that meet one or more of the following criteria:

- (i) Were detected in the facilities' influent waste stream as reported in the permittee's permit application; or have been previously approved to be included in the permittee's influent waste stream by DEP in writing.
- (ii) Have an effluent limitation or monitoring requirement in this permit.

The permittee shall provide notification of the introduction of increased influent loading (lbs/day) of approved pollutants in accordance with paragraph 2 above when (1) the cumulative increase in influent loading (lbs/day) exceeds 20% of the maximum loading reported in the permit application, or a loading previously approved by DEP and/or EPA, or (2) may cause an exceedance in the effluent of Effluent Limitation Guidelines (ELGs) or limitations in Part A of this permit, or (3) may cause interference or pass through at the POTW, or (4) may cause exceedances of the applicable water quality standards in the receiving stream. Unless specified otherwise in this permit, if DEP does not respond to the notification within 30 days of its receipt, the permittee may proceed with the increase in loading. The acceptance of increased loading of approved pollutants may not result in an exceedance of ELGs or effluent limitations, may not result in a hydraulic or organic overload condition as defined in 25 Pa. Code § 94.1, and may not cause exceedances of the applicable water quality standards in the receiving stream.

3. Reporting Requirements for Hauled-In Wastes

a. Receipt of Residual Waste

- (i) The permittee shall document the receipt of all hauled-in residual wastes (including but not limited to wastewater from oil and gas wells, food processing waste, and landfill leachate), as defined at 25 Pa. Code § 287.1, that are received for processing at the treatment facility. The permittee shall report hauled-in residual wastes on a monthly basis to DEP on the "Hauled In Residual Wastes" Supplemental Report (3800-FM-BCW0450) as an attachment to the DMR. If no residual wastes were received during a month, submission of the Supplemental Report is not required.

The following information is required by the Supplemental Report. The information used to develop the Report shall be retained by the permittee for five years from the date of receipt and must be made available to DEP or EPA upon request.

- (1) The dates that residual wastes were received.
- (2) The volume (gallons) of wastes received.
- (3) The license plate number of the vehicle transporting the waste to the treatment facility.
- (4) The permit number(s) of the well(s) where residual wastes were generated, if applicable.

- (5) The name and address of the generator of the residual wastes.
- (6) The type of wastewater.

The transporter of residual waste must maintain these and other records as part of the daily operational record (25 Pa. Code § 299.219). If the transporter is unable to provide this information or the permittee has not otherwise received the information from the generator, the residual wastes shall not be accepted by the permittee until such time as the permittee receives such information from the transporter or generator.

- (ii) The following conditions apply to the characterization of residual wastes received by the permittee:
 - (1) If the generator is required to complete a chemical analysis of residual wastes in accordance with 25 Pa. Code § 287.51, the permittee must receive and maintain on file a chemical analysis of the residual wastes it receives. The chemical analysis must conform to the Bureau of Waste Management's Form 26R except as noted in paragraph (2), below. Each load of residual waste received must be covered by a chemical analysis if the generator is required to complete it.
 - (2) For wastewater generated from hydraulic fracturing operations ("frac wastewater") within the first 30 production days of a well site, the chemical analysis may be a general frac wastewater characterization approved by DEP. Thereafter, the chemical analysis must be waste-specific and be reported on the Form 26R.

b. Receipt of Municipal Waste

- (i) The permittee shall document the receipt of all hauled-in municipal wastes (including but not limited to septage and liquid sewage sludge), as defined at 25 Pa. Code § 271.1, that are received for processing at the treatment facility. The permittee shall report hauled-in municipal wastes on a monthly basis to DEP on the "Hauled In Municipal Wastes" Supplemental Report (3800-FM-BCW0437) as an attachment to the DMR. If no municipal wastes were received during a month, submission of the Supplemental Report is not required.

The following information is required by the Supplemental Report:

- (1) The dates that municipal wastes were received.
 - (2) The volume (gallons) of wastes received.
 - (3) The BOD₅ concentration (mg/l) and load (lbs) for the wastes received.
 - (4) The location(s) where wastes were disposed of within the treatment facility.
- (ii) Sampling and analysis of hauled-in municipal wastes must be completed to characterize the organic strength of the wastes, unless composite sampling of influent wastewater is performed at a location downstream of the point of entry for the wastes. The influent BOD₅ characterization for the treatment facility, as reported in the annual Municipal Wasteload Management Report per 25 Pa. Code Chapter 94, must be representative of the hauled-in municipal wastes received.

4. Unanticipated Noncompliance or Potential Pollution Reporting

- a. Immediate Reporting - The permittee shall immediately report any incident causing or threatening pollution in accordance with the requirements of 25 Pa. Code §§ 91.33 and 92a.41(b).
- (i) If, because of an accident, other activity or incident a toxic substance or another substance which would endanger users downstream from the discharge, or would otherwise result in pollution or create a danger of pollution or would damage property, the permittee shall immediately notify DEP by telephone of the location and nature of the danger. Oral notification to the Department is required as soon as possible, but no later than 4 hours after the permittee becomes aware of the incident causing or threatening pollution.
 - (ii) If reasonably possible to do so, the permittee shall immediately notify downstream users of the waters of the Commonwealth to which the substance was discharged. Such notice shall include the location and nature of the danger.
 - (iii) The permittee shall immediately take or cause to be taken steps necessary to prevent injury to property and downstream users of the waters from pollution or a danger of pollution and, in addition, within 15 days from the incident, shall remove the residual substances contained thereon or therein from the ground and from the affected waters of this Commonwealth to the extent required by applicable law.
- b. The permittee shall report any noncompliance which may endanger health or the environment in accordance with the requirements of 40 CFR 122.41(l)(6). These requirements include the following obligations:
- (i) 24 Hour Reporting - The permittee shall orally report any noncompliance with this permit which may endanger health or the environment within 24 hours from the time the permittee becomes aware of the circumstances. The following shall be included as information which must be reported within 24 hours under this paragraph (40 CFR 122.41(l)(6)(ii)):
 - (1) Any unanticipated bypass which exceeds any effluent limitation in the permit;
 - (2) Any upset which exceeds any effluent limitation in the permit; and
 - (3) Violation of the maximum daily discharge limitation for any of the pollutants listed in the permit as being subject to the 24-hour reporting requirement.
 - (ii) Written Report - A written submission shall also be provided within 5 days of the time the permittee becomes aware of any noncompliance which may endanger health or the environment. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.
 - (iii) Waiver of Written Report - DEP may waive the written report on a case-by-case basis if the associated oral report has been received within 24 hours from the time the permittee becomes aware of the circumstances which may endanger health or the environment. Unless such a waiver is expressly granted by DEP, the permittee shall submit a written report in accordance with this paragraph. (40 CFR 122.41(l)(6)(iii))

5. Other Noncompliance

The permittee shall report all instances of noncompliance not reported under paragraph C.4 of this section or specific requirements of compliance schedules, at the time DMRs are submitted, on the Non-Compliance Reporting Form (3800-FM-BCW0440). The reports shall contain the information listed in paragraph C.4.b.(ii) of this section. (40 CFR 122.41(l)(7))

PART B

I. MANAGEMENT REQUIREMENTS

A. Compliance

1. The permittee shall comply with all conditions of this permit. If a compliance schedule has been established in this permit, the permittee shall achieve compliance with the terms and conditions of this permit within the time frames specified in this permit. (40 CFR 122.41(a)(1))
2. The permittee shall submit reports of compliance or noncompliance, or progress reports as applicable, for any interim and final requirements contained in this permit. Such reports shall be submitted no later than 14 days following the applicable schedule date or compliance deadline. (25 Pa. Code § 92a.51(c), 40 CFR 122.47(a)(4))

B. Permit Modification, Termination, or Revocation and Reissuance

1. This permit may be modified, terminated, or revoked and reissued during its term in accordance with Title 25 Pa. Code § 92a.72 and 40 CFR 122.41(f).
2. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition. (40 CFR 122.41(f))
3. In the absence of DEP action to modify or revoke and reissue this permit, the permittee shall comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time specified in the regulations that establish those standards or prohibitions. (40 CFR 122.41(a)(1))

C. Duty to Provide Information

1. The permittee shall furnish to DEP, within a reasonable time, any information which DEP may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. (40 CFR 122.41(h))
2. The permittee shall furnish to DEP, upon request, copies of records required to be kept by this permit. (40 CFR 122.41(h))
3. Other Information - Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to DEP, it shall promptly submit the correct and complete facts or information. (40 CFR 122.41(l)(8))
4. The permittee shall provide the following information in the annual Municipal Wasteload Management Report, required under the provisions of Title 25 Pa. Code Chapter 94:
 - a. The requirements identified in 25 Pa. Code § 94.12.
 - b. The identity of any indirect discharger(s) served by the POTW which are subject to pretreatment standards adopted under Section 307(b) of the Clean Water Act; the POTW shall also specify the total volume of discharge and estimated concentration of each pollutant discharged into the POTW by the indirect discharger.
 - c. A "Solids Management Inventory" if specified in Part C of this permit.
 - d. The total volume of hauled-in residual and municipal wastes received during the year, by source.
 - e. The Annual Report requirements for permittees required to implement an industrial pretreatment program listed in Part C, as applicable.

D. General Pretreatment Requirements

1. Any POTW (or combination of POTWs operated by the same authority) with a total design flow greater than 5 million gallons per day (MGD) and receiving from industrial users pollutants which pass through or interfere with the operation of the POTW or are otherwise subject to Pretreatment Standards will be required to establish a POTW Pretreatment Program unless specifically exempted by the Approval Authority. A POTW with a design flow of 5 MGD or less may be required to develop a POTW Pretreatment Program if the Approval Authority finds that the nature or volume of the industrial influent, treatment process upsets, violations of effluent limitations, contamination of sludge, or other circumstances warrant in order to prevent interference or pass through. (40 CFR 403.8)
2. Each POTW with an approved Pretreatment Program pursuant to 40 CFR 403.8 shall develop and enforce specific limits to implement the prohibitions listed in 40 CFR 403.5(a)(1) and (b), and shall continue to develop these limits as necessary and effectively enforce such limits. This condition applies, for example, when there are planned changes to the waste stream as identified in Part A III.C.2. If the permittee is required to develop or continue implementation of a Pretreatment Program, detailed requirements will be contained in Part C of this permit.
3. For all POTWs, where pollutants contributed by indirect dischargers result in interference or pass through, and a violation is likely to recur, the permittee shall develop and enforce specific limits for indirect dischargers and other users, as appropriate, that together with appropriate facility or operational changes, are necessary to ensure renewed or continued compliance with this permit or sludge use or disposal practices. Where POTWs do not have an approved Pretreatment Program, the permittee shall submit a copy of such limits to DEP when developed. (25 Pa. Code § 92a.47(d))

E. Proper Operation and Maintenance

1. The permittee shall employ operators certified in compliance with the Water and Wastewater Systems Operators Certification Act (63 P.S. §§ 1001-1015.1).
2. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance includes, but is not limited to, adequate laboratory controls including appropriate quality assurance procedures. This provision also includes the operation of backup or auxiliary facilities or similar systems that are installed by the permittee, only when necessary to achieve compliance with the terms and conditions of this permit. (40 CFR 122.41(e))

F. Duty to Mitigate

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

G. Bypassing

1. Bypassing Not Exceeding Permit Limitations - The permittee may allow a bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions in paragraphs two, three and four of this section. (40 CFR 122.41(m)(2))
2. Other Bypassing - In all other situations, bypassing is prohibited and DEP may take enforcement action against the permittee for bypass unless:
 - a. A bypass is unavoidable to prevent loss of life, personal injury or "severe property damage." (40 CFR 122.41(m)(4)(i)(A))

- b. There are no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance. (40 CFR 122.41(m)(4)(i)(B))
 - c. The permittee submitted the necessary notice required in paragraph G.4 below. (40 CFR 122.41(m)(4)(i)(C))
3. DEP may approve an anticipated bypass, after considering its adverse effects, if DEP determines that it will meet the conditions listed in paragraph G.2 above. (40 CFR 122.41(m)(4)(ii))
4. Notice
 - a. Anticipated Bypass – If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible, at least 10 days before the bypass. (40 CFR 122.41(m)(3)(i))
 - b. Unanticipated Bypass – The permittee shall submit oral notice of any unanticipated bypass within 24 hours, regardless of whether the bypass may endanger health or the environment or whether the bypass exceeds effluent limitations. The notice shall be in accordance with Part A III.C.4.b.

H. Sanitary Sewer Overflows (SSOs)

An SSO is an overflow of wastewater, or other untreated discharge from a separate sanitary sewer system (which is not a combined sewer system), which results from a flow in excess of the carrying capacity of the system or from some other cause prior to reaching the headworks of the sewage treatment facility. SSOs are not authorized under this permit. The permittee shall immediately report any SSO to DEP in accordance with Part A III.C.4 of this permit.

II. PENALTIES AND LIABILITY

A. Violations of Permit Conditions

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

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

B. Falsifying Information

Any person who does any of the following:

- Falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit, or
- Knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit (including monitoring reports or reports of compliance or noncompliance)

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

C. Liability

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

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

D. Need to Halt or Reduce Activity Not a Defense

It shall not be a defense for the permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. (40 CFR 122.41(c))

III. OTHER RESPONSIBILITIES

A. Right of Entry

Pursuant to Sections 5(b) and 305 of Pennsylvania's Clean Streams Law, and Title 25 Pa. Code Chapter 92a and 40 CFR §122.41(i), the permittee shall allow authorized representatives of DEP and EPA, upon the presentation of credentials and other documents as may be required by law:

1. To enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit; (40 CFR 122.41(i)(1))
2. To have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit; (40 CFR 122.41(i)(2))
3. To inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required under this permit; and (40 CFR 122.41(i)(3))
4. To sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act or the Clean Streams Law, any substances or parameters at any location. (40 CFR 122.41(i)(4))

B. Transfer of Permits

1. Transfers by modification. Except as provided in paragraph 2 of this section, a permit may be transferred by the permittee to a new owner or operator only if this permit has been modified or revoked and reissued, or a minor modification made to identify the new permittee and incorporate such other requirements as may be necessary under the Clean Water Act. (40 CFR 122.61(a))
2. Automatic transfers. As an alternative to transfers under paragraph 1 of this section, any NPDES permit may be automatically transferred to a new permittee if:
 - a. The current permittee notifies DEP at least 30 days in advance of the proposed transfer date in paragraph 2.b. of this section; (40 CFR 122.61(b)(1))
 - b. The notice includes the appropriate DEP transfer form signed by the existing and new permittees containing a specific date for transfer of permit responsibility, coverage and liability between them; (40 CFR 122.61(b)(2))
 - c. DEP does not notify the existing permittee and the proposed new permittee of its intent to modify or revoke and reissue this permit, the transfer is effective on the date specified in the agreement mentioned in paragraph 2.b. of this section; and (40 CFR 122.61(b)(3))
 - d. The new permittee is in compliance with existing DEP issued permits, regulations, orders and schedules of compliance, or that has demonstrated any noncompliance with the existing permits has

been resolved by an appropriate compliance action or by the terms and conditions of the permit (including compliance schedules set forth in the permit), consistent with 25 Pa. Code § 92a.51 (relating to schedules of compliance) and other appropriate DEP regulations. (25 Pa. Code § 92a.71)

3. In the event DEP does not approve transfer of this permit, the new owner or operator must submit a new permit application.

C. Property Rights

The issuance of this permit does not convey any property rights of any sort, or any exclusive privilege. (40 CFR 122.41(g))

D. Duty to Reapply

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for a new permit. (40 CFR 122.41(b))

E. Other Laws

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

IV. ANNUAL FEE

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

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

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

Invoices for annual fees will be mailed to permittees approximately three months prior to the due date. In the event that an invoice is not received, the permittee is nonetheless responsible for payment. Throughout a five year permit term, permittees will pay four annual fees followed by a permit renewal application fee in the last year of permit coverage. Permittees may contact the DEP at 717-787-6744 with questions related to annual fees. The fees identified above are subject to change in accordance with 25 Pa. Code § 92a.62(e).

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

PA Department of Environmental Protection
Bureau of Clean Water
Re: Chapter 92a Annual Fee
P.O. Box 8466
Harrisburg, PA 17105-8466

PART C

I. CHESAPEAKE BAY NUTRIENT REQUIREMENTS

A. The Annual Net Total Nitrogen (TN) and Annual Net Total Phosphorus (TP) Mass Load effluent limitations (“Cap Loads”) in Part A of this permit are required in order to meet the downstream water quality standards of the State of Maryland, as required by 25 Pa. Code Chapter 92a, the federal Clean Water Act, and implementing regulations.

B. Definitions

Annual Net Mass Load (lbs): The Annual Total Mass Load for one year beginning October 1st and ending September 30th, adjusted for Credits sold and applied and Offsets applied. Annual Net Mass Loads are compared to Cap Loads to determine compliance.

Cap Load (lbs): The mass load of a pollutant authorized by an NPDES permit. Cap Loads for TN and TP are implemented in NPDES permits by the establishment of Annual Net Mass Load limits. The term “Net” is used to recognize that Credits and Offsets may be used to comply with the limits. The Annual Net Mass Load must be less than or equal to the Cap Load to achieve compliance.

Certification: Written approval by DEP of a proposed pollutant reduction activity to generate credits before the credits are verified and registered to be used to comply with NPDES permit effluent limitations.

Compliance Year: The year-long period starting October 1st and ending September 30th. The Compliance Year will be named for the year in which it ends. For example, the period of October 1, 2015 through September 30, 2016 is compliance year 2016.

Credit: The tradable unit of compliance that corresponds with a unit of reduction of a pollutant as recognized by DEP which, when certified, verified and registered, may be used to comply with NPDES permit effluent limitations.

Delivery Ratio: A ratio that compensates for the natural attenuation of a pollutant as it travels in water before it reaches a defined compliance point.

Offset: The pollutant load reduction measured in pounds (lbs) that is created by an action, activity or technology which when approved by DEP may be used to comply with NPDES permit effluent limitations, conditions and stipulations under 25 Pa. Code Chapter 92a (relating to NPDES permitting, monitoring and compliance.) The offset may only be used by the NPDES permittee that DEP determines is associated with the load reduction achieved by the action, activity or technology.

Registration: An accounting mechanism used by DEP to track certified and verified credits before they may be used to comply with NPDES permit effluent limitations.

Total Mass Load (lbs):

Monthly Total Mass Load = The sum of the actual daily discharge loads for TN and TP (lbs/day) divided by the number of samples per month, multiplied by the number of days in the month in which there was a discharge. The daily discharge load for TN and TP (lbs/day) equals the average daily flow (MGD) on the day of sampling, multiplied by that day’s sample concentration for TN and TP (mg/l), multiplied by 8.34.

Annual Total Mass Load = The sum of the actual daily discharge loads for TN and TP (lbs/day) divided by the number of samples per Compliance Year, multiplied by the number of days in the Compliance Year in which there was a discharge.

Total Nitrogen: For concentration and load, Total Nitrogen is the sum of Total Kjeldahl-N (TKN) plus Nitrite-Nitrate as N (NO₂+NO₃-N), where TKN and NO₂+NO₃-N are measured in the same sample.

Truing Period: The time provided following each Compliance Year for a permittee to comply with Cap Loads through the application of Credits and Offsets. The Truing Period will start on October 1st and end on November 28th of the same calendar year, unless DEP extends this period. During this period, compliance for the specified year may be achieved by using registered Credits that were generated during that Compliance Year. For example, Credits that are used to achieve compliance in Compliance Year 2016 must have been generated during Compliance Year 2016. Approved Offsets that have been generated may also be applied during the Truing Period.

Verification: Assurance that the verification plan contained in a certification, permit or other approval issued by DEP has been implemented. Verification is required prior to registration of the credits for use in an NPDES permit to comply with NPDES permit effluent limitations.

C. Nutrient Credits

1. Credits may be used for compliance with the Cap Loads when authorized under 25 Pa. Code § 96.8 (Use of offsets and tradable credits from pollution reduction activities in the Chesapeake Bay Watershed), including amendments, updates and revisions thereto; in accordance with DEP's Phase 2 WIP Wastewater Supplement (see www.dep.pa.gov/npdes-bay); and in accordance with DEP's Phase 2 WIP Nutrient Trading Supplement (see www.dep.pa.gov/nutrient_trading).
2. Where effluent limitations for TN and/or TP are established in Part A of the permit for reasons other than the Cap Load assigned for protection of the Chesapeake Bay ("local nutrient limits"), the permittee may purchase and apply credits for compliance with the Cap Load(s) only when the permittee has demonstrated that local nutrient limits have been achieved.
3. Where local nutrient limits are established in Part A of the permit, the permittee may sell any credits generated only after the permittee has demonstrated that local nutrient limits have been achieved and those credits have been verified in accordance with the procedures established in the Phase 2 WIP Nutrient Trading Supplement.

D. Use of Offsets for Compliance

1. Offsets can only be used by the permittee to comply with its Cap Loads. Offsets are not eligible for use as Credits.
2. Offsets must be approved by DEP in writing before they may be applied for compliance with Cap Loads.
3. Offsets that are approved under this permit are listed in Part A, Footnotes. These Offsets may be applied each Compliance Year toward compliance with the Cap Loads. The application of these Offsets must be reported on an annual basis. Additional Offsets may be approved throughout the permit term.
4. Offsets may be approved for the connection of on-lot sewage disposal systems that existed prior to January 1, 2003 to public sewers. Twenty five pounds (25 lbs) of TN Offsets per year may be approved for each on-lot system retirement. These approved Offsets are cumulative. For example, if 10 on-lot systems are retired in year 1 (250 lbs TN approved Offsets) and 10 on-lot systems are retired in year 2, 500 lbs TN Offsets may be used toward compliance with the TN Cap Load in year 2 and thereafter.
5. For DEP to approve on-lot system retirement Offsets, the permittee must submit documentation indicating the on-lot systems existed prior to January 1, 2003 and were eliminated by connection to public sewers after January 1, 2003. This documentation must be retained by the permittee for as long as the Offsets are used to achieve compliance with Cap Loads.
6. Offsets may be approved for the transfer of load between facilities owned by the same entity if (1) the facility receiving Offsets does not discharge to waters classified as impaired for nutrients and (2) the Delivery Ratios approved by DEP for TN or TP, as applicable, are the same. Delivery ratios for the facility authorized to discharge under this permit are listed in DEP's Phase 2 Watershed Implementation Plan (WIP) Wastewater Supplement, available at the following website:

www.dep.pa.gov/npdes-bay

Such Offsets may only be applied in the Compliance Year in which the transfer occurred, and are not cumulative.

7. Offsets may be approved for the acceptance of hauled-in septage at the permittee's facility from residential sources within the municipal Act 537 planning area. Three pounds (3 lbs) of TN Offsets per year may be approved per 1,000 gallons of septage accepted and processed at the facility. Offsets may be approved for the acceptance of residential septage only. For the purpose of these Offsets, septage is defined as material removed from a septic tank by pumping. No other hauled-in wastes, including but not limited to holding tank wastes, solids and sludges generated at other facilities, may be approved. Such approved Offsets may only be applied in the Compliance Year in which the septage was accepted, and are not cumulative.

E. Reporting Requirements

1. eDMR System – The permittee shall utilize DEP's electronic Discharge Monitoring Report (eDMR) system to submit DMR data and Supplemental DMR forms.
2. Chesapeake Bay Annual DMR – The permittee shall submit the Chesapeake Bay Annual DMR through the eDMR system to report Annual Total Mass Loads and Annual Net Mass Loads by November 28th following each Compliance Year.
3. Supplemental Reports – The permittee shall utilize DEP's Annual Chesapeake Bay Spreadsheet ("Spreadsheet"), available at www.dep.pa.gov/npdes-bay, to record all nutrient concentrations and loads throughout the Compliance Year. The permittee shall also use the Spreadsheet to document all Credits sold and purchased and Offsets applied in order to calculate the facility's Annual Net Mass Loads for TN and TP. The permittee shall submit the Spreadsheet through the eDMR system as an attachment to the Chesapeake Bay Annual DMR, unless instructed otherwise by DEP.

II. SOLIDS MANAGEMENT

- A. The permittee shall manage and properly dispose of sewage sludge and/or biosolids by performing sludge wasting that maintains an appropriate mass balance of solids within the treatment system. The wasting rate must be developed and implemented considering the specific treatment process type, system loadings, and seasonal variation while maintaining compliance with effluent limitations. Holding excess sludge within clarifiers or in the disinfection process is not permissible.
- B. The permittee shall submit the Supplemental Reports entitled, "Supplemental Report – Sewage Sludge/Biosolids Production and Disposal" (Form No. 3800-FM-BCW0438) and "Supplemental Report – Influent & Process Control" (Form No. 3800-FM-BCW0436), as attachments to the DMR on a monthly basis. When applicable, the permittee shall submit the Supplemental Reports entitled, "Supplemental Report – Hauled In Municipal Wastes" (Form No. 3800-FM-BCW0437) and "Supplemental Report – Hauled In Residual Wastes" (Form No. 3800-FM-BCW0450), as attachments to the DMR.
- C. By March 31 of each year, the permittee shall submit a "Sewage Sludge Management Inventory" that summarizes the amount of sewage sludge and/or biosolids produced and wasted during the calendar year from the system. The "Sewage Sludge Management Inventory" may be submitted with the Municipal Wasteload Management Report required by Chapter 94. This summary shall include the expected sewage sludge production (estimated using the methodology described in the U.S. EPA handbook, "Improving POTW Performance Using the Composite Correction Approach" (EPA-625/6-84-008)), compared with the actual amount disposed during the year. Sludge quantities shall be expressed as dry weight in addition to gallons or other appropriate units.

III. OTHER REQUIREMENTS

- A. No storm water from pavements, area ways, roofs, foundation drains or other sources shall be directly admitted to the sanitary sewers associated with the herein approved discharge.
- B. The approval herein given is specifically made contingent upon the permittee acquiring all necessary property rights by easement or otherwise, providing for the satisfactory construction, operation, maintenance or replacement of all sewers or sewerage structures associated with the herein approved discharge in, along, or across private property, with full rights of ingress, egress and regress.
- C. Collected screenings, slurries, sludges, and other solids shall be handled and disposed of in compliance with 25 Pa. Code, Chapters 271, 273, 275, 283, and 285 (related to permits and requirements for landfilling, land application, incineration, and storage of sewage sludge), Federal Regulation 40 CFR 257, Pennsylvania Clean Streams Law, Pennsylvania Solid Waste Management Act of 1980, and the Federal Clean Water Act and its amendments. The permittee is responsible to obtain or assure that contracted agents have all necessary permits and approvals for the handling, storage, transport, and disposal of solid waste materials generated as a result of wastewater treatment.
- D. Notification of the designation of the responsible operator must be submitted to the permitting agency by the permittee within 60 days after the effective date of the permit and from time to time thereafter as the operator is replaced.
- E. The permittee shall not accept hauled-in wastes at the treatment facility under the following conditions, unless otherwise approved by DEP in writing:
 - When acceptance of hauled-in wastes would cause a hydraulic or organic overload as defined in Chapter 94.1 of the DEP's regulations.
 - When the treatment facility is considered to be in an existing hydraulic or organic overload condition, as determined by the permittee or DEP, as defined in Chapter 94.1 of the DEP's regulations.
 - When the instantaneous flow at the treatment facility exceeds 0.75 MGD (the Chapter 94 hydraulic design capacity of the facility multiplied by a peaking factor of three), and for 24 hours following exceedance of this threshold.

Exhibit L-2



AUTHORIZATION TO DISCHARGE UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM DISCHARGE REQUIREMENTS FOR NON-MUNICIPAL SEWAGE TREATMENT WORKS

NPDES PERMIT NO: PA0044521

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

**Franklin County General Authority
5540 Coffey Avenue
Chambersburg, PA 17201-4113**

is authorized to discharge from a facility known as **Rocket Road STP**, located in **Letterkenny Township, Franklin County**, to **Unnamed Tributary to Dennis Creek (CWF, MF)** in Watershed(s) **13-C** in accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts A, B and C hereof.

THIS PERMIT SHALL BECOME EFFECTIVE ON MAY 1, 2021

THIS PERMIT SHALL EXPIRE AT MIDNIGHT ON APRIL 30, 2026

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

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

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

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

DATE PERMIT ISSUED April 19, 2021

ISSUED BY /s/
Maria D. Bebenek, P.E.
Environmental Program Manager
Southcentral Regional Office

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

I. A. For Outfall 001, Latitude 40° 0' 45.00", Longitude 77° 44' 54.00", River Mile Index 0.05, Stream Code 60026

Receiving Waters: Unnamed Tributary to Dennis Creek (CWF, MF)

Type of Effluent: Sewage Effluent

1. The permittee is authorized to discharge during the period from **May 1, 2021** through **April 30, 2026**.
2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements and Footnotes).

Parameter	Effluent Limitations						Monitoring Requirements	
	Mass Units (lbs/day) ⁽¹⁾		Concentrations (mg/L)				Minimum ⁽²⁾ Measurement Frequency	Required Sample Type
	Average Monthly	Average Weekly	Minimum	Average Monthly	Maximum	Instant. Maximum		
Flow (MGD)	Report	Report Daily Max	XXX	XXX	XXX	XXX	1/week	Measured
pH (S.U.)	XXX	XXX	6.0 Inst Min	XXX	XXX	9.0	1/week	Grab
Dissolved Oxygen	XXX	XXX	5.0 Daily Min	XXX	XXX	XXX	1/week	Grab
Total Residual Chlorine (TRC)	XXX	XXX	XXX	0.5	XXX	1.6	1/week	Grab
Carbonaceous Biochemical Oxygen Demand (CBOD5)	XXX	XXX	XXX	25.0	XXX	50	1/month	Grab
Total Suspended Solids	XXX	XXX	XXX	30.0	XXX	60	1/month	Grab
Fecal Coliform (No./100 ml) Oct 1 - Apr 30	XXX	XXX	XXX	2000 Geo Mean	XXX	10000	1/month	Grab
Fecal Coliform (No./100 ml) May 1 - Sep 30	XXX	XXX	XXX	200 Geo Mean	XXX	1000	1/month	Grab
Nitrate-Nitrite as N	XXX	Report Daily Max	XXX	XXX	Report Daily Max	XXX	1/quarter	Grab
Total Nitrogen	XXX	Report Daily Max	XXX	XXX	Report Daily Max	XXX	1/quarter	Calculation
Ammonia-Nitrogen	XXX	XXX	XXX	Report	XXX	XXX	1/month	Grab

Outfall 001 , Continued (from May 1, 2021 through April 30, 2026)

Parameter	Effluent Limitations						Monitoring Requirements	
	Mass Units (lbs/day) ⁽¹⁾		Concentrations (mg/L)				Minimum ⁽²⁾ Measurement Frequency	Required Sample Type
	Average Monthly	Average Weekly	Minimum	Average Monthly	Maximum	Instant. Maximum		
Total Kjeldahl Nitrogen	XXX	Report Daily Max	XXX	XXX	Report Daily Max	XXX	1/quarter	Grab
Total Phosphorus	XXX	Report Daily Max	XXX	XXX	Report Daily Max	XXX	1/quarter	Grab

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

at Outfall 001

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

Additional Requirements

1. The permittee may not discharge:
 - a. Floating solids, scum, sheen or substances that result in observed deposits in the receiving water. (25 Pa Code § 92a.41(c))
 - b. Oil and grease in amounts that cause a film or sheen upon or discoloration of the waters of this Commonwealth or adjoining shoreline, or that exceed 15 mg/l as a daily average or 30 mg/l at any time (or lesser amounts if specified in this permit). (25 Pa. Code § 92a.47(a)(7), § 95.2(2))
 - c. Substances in concentration or amounts sufficient to be inimical or harmful to the water uses to be protected or to human, animal, plant or aquatic life. (25 Pa Code § 93.6(a))
 - d. Foam or substances that produce an observed change in the color, taste, odor or turbidity of the receiving water, unless those conditions are otherwise controlled through effluent limitations or other requirements in this permit. For the purpose of determining compliance with this condition, DEP will compare conditions in the receiving water upstream of the discharge to conditions in the receiving water approximately 100 feet downstream of the discharge to determine if there is an observable change in the receiving water. (25 Pa Code § 92a.41(c))
2. If the permit requires the reporting of average weekly statistical results, the maximum weekly average concentration and maximum weekly average mass loading shall be reported, regardless of whether the results are obtained for the same or different weeks.
3. The permittee shall monitor the sewage effluent discharge(s) for the effluent parameters identified in the Part A limitations table(s) during all bypass events at the facility, using the sample types that are specified in the limitations table(s). Where the required sample type is "composite", the permittee must commence sample collection within one hour of the start of the bypass, wherever possible. The results shall be reported on the Daily Effluent Monitoring supplemental form (3800-FM-BCW0435) and be incorporated into the calculations used to report self-monitoring data on Discharge Monitoring Reports (DMRs).

Footnotes

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

Supplemental Information

- (1) The effluent limitations for Outfall 001 were determined using an effluent discharge rate of 0.008 MGD.
- (2) Total Nitrogen is the sum of Total Kjeldahl-N (TKN) plus Nitrite-Nitrate as N ($\text{NO}_2+\text{NO}_3\text{-N}$), where TKN and $\text{NO}_2+\text{NO}_3\text{-N}$ are measured in the same sample.

II. DEFINITIONS

At Outfall (XXX) means a sampling location in outfall line XXX below the last point at which wastes are added to outfall line (XXX), or where otherwise specified.

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

Best Management Practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures and other management practices to prevent or reduce the pollutant loading to surface waters of the Commonwealth. The term also includes treatment requirements, operating procedures and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. The term includes activities, facilities, measures, planning or procedures used to minimize accelerated erosion and sedimentation and manage stormwater to protect, maintain, reclaim, and restore the quality of waters and the existing and designated uses of waters within this Commonwealth before, during and after earth disturbance activities. (25 Pa. Code § 92a.2)

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

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

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

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

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

Daily Average Temperature means the average of all temperature measurements made, or the mean value plot of the record of a continuous automated temperature recording instrument, either during a calendar day or during the operating day if flows are of a shorter duration.

Daily Discharge means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the "daily discharge" is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the "daily discharge" is calculated as the average measurement of the pollutant over the day. (25 Pa. Code § 92a.2, 40 CFR 122.2)

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

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

Estimated Flow means any method of liquid volume measurement based on a technical evaluation of the sources contributing to the discharge including, but not limited to, pump capabilities, water meters and batch discharge volumes.

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

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

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

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

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

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

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

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

Municipal Waste means garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid or contained gaseous material resulting from operation of residential, municipal, commercial or institutional establishments and from community activities; and sludge not meeting the definition of residual or hazardous waste under this section from a municipal, commercial or institutional water supply treatment plant, waste water treatment plant or air pollution control facility. (25 Pa. Code § 271.1)

Residual Waste means garbage, refuse, other discarded material or other waste, including solid, liquid, semisolid or contained gaseous materials resulting from industrial, mining and agricultural operations and sludge from an industrial, mining or agricultural water supply treatment facility, wastewater treatment facility or air pollution control facility, if it is not hazardous. The term does not include coal refuse as defined in the Coal Refuse Disposal Control Act. The term does not include treatment sludges from coal mine drainage treatment plants, disposal of which is being carried on under and in compliance with a valid permit issued under the Clean Streams Law. (25 Pa Code § 287.1)

Severe Property Damage means substantial physical damage to property, damage to the treatment facilities that causes them to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production. (40 CFR 122.41(m)(1)(ii))

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

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

Total Dissolved Solids means the total dissolved (filterable) solids as determined by use of the method specified in 40 CFR Part 136.

Toxic Pollutant means those pollutants, or combinations of pollutants, including disease-causing agents, which after discharge and upon exposure, ingestion, inhalation or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains may, on the basis of information available to DEP cause death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfunctions, including

malfunctions in reproduction, or physical deformations in these organisms or their offspring. (25 Pa. Code § 92a.2)

III. SELF-MONITORING, REPORTING AND RECORDKEEPING

A. Representative Sampling

1. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity (40 CFR 122.41(j)(1)). Representative sampling includes the collection of samples, where possible, during periods of adverse weather, changes in treatment plant performance and changes in treatment plant loading. If possible, effluent samples must be collected where the effluent is well mixed near the center of the discharge conveyance and at the approximate mid-depth point, where the turbulence is at a maximum and the settlement of solids is minimized. (40 CFR 122.48, 25 Pa. Code § 92a.61)
2. Records Retention (40 CFR 122.41(j)(2))

Except for records of monitoring information required by this permit related to the permittee's sludge use and disposal activities which shall be retained for a period of at least 5 years, all records of monitoring activities and results (including all original strip chart recordings for continuous monitoring instrumentation and calibration and maintenance records), copies of all reports required by this permit, and records of all data used to complete the application for this permit shall be retained by the permittee for 3 years from the date of the sample measurement, report or application. The 3-year period shall be extended as requested by DEP or the EPA Regional Administrator.

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

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

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

4. Test Procedures

- a. Facilities that test or analyze environmental samples used to demonstrate compliance with this permit shall be in compliance with laboratory accreditation requirements of Act 90 of 2002 (27 Pa. C.S. §§ 4101-4113) and 25 Pa. Code Chapter 252, relating to environmental laboratory accreditation.
- b. Test procedures (methods) for the analysis of pollutants or pollutant parameters shall be those approved under 40 CFR Part 136 or required under 40 CFR Chapter I, Subchapters N or O, unless the method is specified in this permit or has been otherwise approved in writing by DEP. (40 CFR 122.41(j)(4), 122.44(i)(1)(iv))
- c. Test procedures (methods) for the analysis of pollutants or pollutant parameters shall be sufficiently sensitive. A method is sufficiently sensitive when 1) the method minimum level is at or below the level of the effluent limit established in the permit for the measured pollutant or pollutant parameter; or 2) the method has the lowest minimum level of the analytical methods approved under 40 CFR Part 136 or required under 40 CFR Chapter I, Subchapters N or O, for the measured pollutant or pollutant parameter; or 3) the method is specified in this permit or has been otherwise approved in writing by DEP for the measured pollutant or pollutant parameter. Permittees have the option of providing matrix or sample-specific minimum levels rather than the published levels. (40 CFR 122.44(i)(1)(iv))

5. Quality/Assurance/Control

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

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

B. Reporting of Monitoring Results

1. The permittee shall effectively monitor the operation and efficiency of all wastewater treatment and control facilities, and the quantity and quality of the discharge(s) as specified in this permit. (25 Pa. Code §§ 92a.3(c), 92a.41(a), 92a.44, 92a.61(i) and 40 CFR §§ 122.41(e), 122.44(i)(1))
2. The permittee shall use DEP's electronic Discharge Monitoring Report (eDMR) system to report the results of compliance monitoring under this permit (see www.dep.pa.gov/edmr). Permittees that are not using the eDMR system as of the effective date of this permit shall submit the necessary registration and trading partner agreement forms to DEP's Bureau of Clean Water (BCW) within 30 days of the effective date of this permit and begin using the eDMR system when notified by DEP BCW to do so. (25 Pa. Code §§ 92a.3(c), 92a.41(a), 92a.61(g) and 40 CFR § 122.41(l)(4))
3. Submission of a physical (paper) copy of a Discharge Monitoring Report (DMR) is acceptable under the following circumstances:
 - a. For a permittee that is not yet using the eDMR system, the permittee shall submit a physical copy of a DMR to the DEP regional office that issued the permit during the interim period between the submission of registration and trading partner agreement forms to DEP and DEP's notification to begin using the eDMR system.
 - b. For any permittee, as a contingency a physical DMR may be mailed to the DEP regional office that issued the permit if there are technological malfunction(s) that prevent the successful submission of a DMR through the eDMR system. In such situations, the permittee shall submit the DMR through the eDMR system within 5 days following remedy of the malfunction(s).
4. DMRs must be completed in accordance with DEP's published DMR instructions (3800-FM-BCW0463). DMRs must be received by DEP no later than 28 days following the end of the monitoring period. DMRs are based on calendar reporting periods and must be received by DEP in accordance with the following schedule:
 - Monthly DMRs must be received within 28 days following the end of each calendar month.
 - Quarterly DMRs must be received within 28 days following the end of each calendar quarter, i.e., January 28, April 28, July 28, and October 28.
 - Semiannual DMRs must be received within 28 days following the end of each calendar semiannual period, i.e., January 28 and July 28.
 - Annual DMRs must be received by January 28, unless Part C of this permit requires otherwise.
5. The permittee shall complete all Supplemental Reporting forms (Supplemental DMRs) attached to this permit, or an approved equivalent, and submit the signed, completed forms as attachments to the DMR, through DEP's eDMR system. DEP's Supplemental Laboratory Accreditation Form (3800-FM-BCW0189) must be completed and submitted to DEP with the first DMR following issuance of this permit, and anytime thereafter when changes to laboratories or methods occur. (25 Pa. Code §§ 92a.3(c), 92a.41(a), 92a.61(g) and 40 CFR § 122.41(l)(4))
6. The completed DMR Form shall be signed and certified by either of the following applicable persons, as defined in 25 Pa. Code § 92a.22:

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

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

7. If the permittee monitors any pollutant at monitoring points as designated by this permit, using analytical methods described in Part A III.A.4. herein, more frequently than the permit requires, the results of this monitoring shall be incorporated, as appropriate, into the calculations used to report self-monitoring data on the DMR. (40 CFR 122.41(l)(4)(ii))

C. Reporting Requirements

1. Planned Changes to Physical Facilities – The permittee shall give notice to DEP as soon as possible but no later than 30 days prior to planned physical alterations or additions to the permitted facility. A permit under 25 Pa. Code Chapter 91 may be required for these situations prior to implementing the planned changes. A permit application, or other written submission to DEP, can be used to satisfy the notification requirements of this section.

Notice is required when:

- a. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in 40 CFR 122.29(b). (40 CFR 122.41(l)(1)(i))
 - b. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are not subject to effluent limitations in this permit. (40 CFR 122.41(l)(1)(ii))
 - c. The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan. (40 CFR 122.41(l)(1)(iii))
 - d. The planned change may result in noncompliance with permit requirements. (40 CFR 122.41(l)(2))
2. Planned Changes to Waste Stream – Under the authority of 25 Pa. Code § 92a.24(a), the permittee shall provide notice to DEP as soon as possible but no later than 45 days prior to any planned changes in the volume or pollutant concentration of its influent waste stream as a result of indirect discharges or hauled-in wastes, as specified in paragraphs 2.a. and 2.b., below. Notice shall be provided on the "Planned Changes to Waste Stream" Supplemental Report (3800-FM-BCW0482), available on DEP's website. The permittee shall provide information on the quality and quantity of waste introduced into the facility, and any anticipated impact of the change on the quantity or quality of effluent to be discharged from the facility. The Report shall be sent via Certified Mail or other means to confirm DEP's receipt of the notification. DEP will determine if the submission of a new application and receipt of a new or amended permit is required.
 - a. Introduction of New Pollutants (25 Pa. Code § 92a.24(a))

New pollutants are defined as parameters that meet all of the following criteria:

- (i) Were not detected in the facilities' influent waste stream as reported in the permit application; and

- (ii) Have not been approved to be included in the permittee's influent waste stream by DEP in writing.

The permittee shall provide notification of the introduction of new pollutants in accordance with paragraph 2 above. The permittee may not authorize the introduction of new pollutants until the permittee receives DEP's written approval.

b. Increased Loading of Approved Pollutants (25 Pa. Code § 92a.24(a))

Approved pollutants are defined as parameters that meet one or more of the following criteria:

- (i) Were detected in the facilities' influent waste stream as reported in the permittee's permit application; or
- (ii) Have been approved to be included in the permittee's influent waste stream by DEP in writing; or
- (iii) Have an effluent limitation or monitoring requirement in this permit.

The permittee shall provide notification of the introduction of increased influent loading (lbs/day) of approved pollutants in accordance with paragraph 2 above when (1) the cumulative increase in influent loading (lbs/day) exceeds 20% of the maximum loading reported in the permit application, or a loading previously approved by DEP, or (2) may cause an exceedance in the effluent of Effluent Limitation Guidelines (ELGs) or limitations in Part A of this permit, or (3) may cause interference or pass through at the facility (as defined at 40 CFR 403.3), or (4) may cause exceedances of the applicable water quality standards in the receiving stream. Unless specified otherwise in this permit, if DEP does not respond to the notification within 30 days of its receipt, the permittee may proceed with the increase in loading. The acceptance of increased loading of approved pollutants may not result in an exceedance of ELGs or effluent limitations and may not cause exceedances of the applicable water quality standards in the receiving stream.

3. Reporting Requirements for Hauled-In Wastes

a. Receipt of Residual Waste

- (i) The permittee shall document the receipt of all hauled-in residual wastes (including but not limited to wastewater from oil and gas wells, food processing waste, and landfill leachate), as defined at 25 Pa. Code § 287.1, that are received for processing at the treatment facility. The permittee shall report hauled-in residual wastes on a monthly basis to DEP on the "Hauled In Residual Wastes" Supplemental Report (3800-FM-BCW0450) as an attachment to the DMR. If no residual wastes were received during a month, submission of the Supplemental Report is not required.

The following information is required by the Supplemental Report. The information used to develop the Report shall be retained by the permittee for five years from the date of receipt and must be made available to DEP or EPA upon request.

- (1) The dates that residual wastes were received.
- (2) The volume (gallons) of wastes received.
- (3) The license plate number of the vehicle transporting the waste to the treatment facility.
- (4) The permit number(s) of the well(s) where residual wastes were generated, if applicable.
- (5) The name and address of the generator of the residual wastes.

- (6) The type of wastewater.

The transporter of residual waste must maintain these and other records as part of the daily operational record (25 Pa. Code § 299.219). If the transporter is unable to provide this information or the permittee has not otherwise received the information from the generator, the residual wastes shall not be accepted by the permittee until such time as the permittee receives such information from the transporter or generator.

- (ii) The following conditions apply to the characterization of residual wastes received by the permittee:

- (1) If the generator is required to complete a chemical analysis of residual wastes in accordance with 25 Pa. Code § 287.51, the permittee must receive and maintain on file a chemical analysis of the residual wastes it receives. The chemical analysis must conform to the Bureau of Waste Management's Form 26R except as noted in paragraph (2), below. Each load of residual waste received must be covered by a chemical analysis if the generator is required to complete it.
- (2) For wastewater generated from hydraulic fracturing operations ("frac wastewater") within the first 30 production days of a well site, the chemical analysis may be a general frac wastewater characterization approved by DEP. Thereafter, the chemical analysis must be waste-specific and be reported on the Form 26R.

b. Receipt of Municipal Waste

- (i) The permittee shall document the receipt of all hauled-in municipal wastes (including but not limited to septage and liquid sewage sludge), as defined at 25 Pa. Code § 271.1, that are received for processing at the treatment facility. The permittee shall report hauled-in municipal wastes on a monthly basis to DEP on the "Hauled In Municipal Wastes" Supplemental Report (3800-FM-BCW0437) as an attachment to the DMR. If no municipal wastes were received during a month, submission of the Supplemental Report is not required.

The following information is required by the Supplemental Report:

- (1) The dates that municipal wastes were received.
- (2) The volume (gallons) of wastes received.
- (3) The BOD₅ concentration (mg/l) and load (lbs) for the wastes received.
- (4) The location(s) where wastes were disposed of within the treatment facility.
- (ii) Sampling and analysis of hauled-in municipal wastes must be completed to characterize the organic strength of the wastes, unless composite sampling of influent wastewater is performed at a location downstream of the point of entry for the wastes.

4. Unanticipated Noncompliance or Potential Pollution Reporting

- a. Immediate Reporting - The permittee shall immediately report any incident causing or threatening pollution in accordance with the requirements of 25 Pa. Code §§ 91.33 and 92a.41(b).
- (i) If, because of an accident, other activity or incident a toxic substance or another substance which would endanger users downstream from the discharge, or would otherwise result in pollution or create a danger of pollution or would damage property, the permittee shall immediately notify DEP by telephone of the location and nature of the danger. Oral notification to the Department is required as soon as possible, but no later than 4 hours after the permittee becomes aware of the incident causing or threatening pollution.

- (ii) If reasonably possible to do so, the permittee shall immediately notify downstream users of the waters of the Commonwealth to which the substance was discharged. Such notice shall include the location and nature of the danger.
 - (iii) The permittee shall immediately take or cause to be taken steps necessary to prevent injury to property and downstream users of the waters from pollution or a danger of pollution and, in addition, within 15 days from the incident, shall remove the residual substances contained thereon or therein from the ground and from the affected waters of this Commonwealth to the extent required by applicable law.
- b. The permittee shall report any noncompliance which may endanger health or the environment in accordance with the requirements of 40 CFR 122.41(l)(6). These requirements include the following obligations:
- (i) 24 Hour Reporting - The permittee shall orally report any noncompliance with this permit which may endanger health or the environment within 24 hours from the time the permittee becomes aware of the circumstances. The following shall be included as information which must be reported within 24 hours under this paragraph:
 - (1) Any unanticipated bypass which exceeds any effluent limitation in the permit;
 - (2) Any upset which exceeds any effluent limitation in the permit; and
 - (3) Violation of the maximum daily discharge limitation for any of the pollutants listed in the permit as being subject to the 24-hour reporting requirement. (40 CFR 122.44(g))
 - (ii) Written Report - A written submission shall also be provided within 5 days of the time the permittee becomes aware of any noncompliance which may endanger health or the environment. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.
 - (iii) Waiver of Written Report - DEP may waive the written report on a case-by-case basis if the associated oral report has been received within 24 hours from the time the permittee becomes aware of the circumstances which may endanger health or the environment. Unless such a waiver is expressly granted by DEP, the permittee shall submit a written report in accordance with this paragraph. (40 CFR 122.41(l)(6)(iii))

5. Other Noncompliance

The permittee shall report all instances of noncompliance not reported under paragraph C.4 of this section or specific requirements of compliance schedules, at the time DMRs are submitted, on the Non-Compliance Reporting Form (3800-FM-BCW0440). The reports shall contain the information listed in paragraph C.4.b.(ii) of this section. (40 CFR 122.41(l)(7))

PART B

I. MANAGEMENT REQUIREMENTS

A. Compliance

1. The permittee shall comply with all conditions of this permit. If a compliance schedule has been established in this permit, the permittee shall achieve compliance with the terms and conditions of this permit within the time frames specified in this permit. (40 CFR 122.41(a)(1))
2. The permittee shall submit reports of compliance or noncompliance, or progress reports as applicable, for any interim and final requirements contained in this permit. Such reports shall be submitted no later than 14 days following the applicable schedule date or compliance deadline. (25 Pa. Code § 92a.51(c), 40 CFR 122.47(a)(4))

B. Permit Modification, Termination, or Revocation and Reissuance

1. This permit may be modified, terminated, or revoked and reissued during its term in accordance with Title 25 Pa. Code § 92a.72 and 40 CFR 122.41(f).
2. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition. (40 CFR 122.41(f))
3. In the absence of DEP action to modify or revoke and reissue this permit, the permittee shall comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time specified in the regulations that establish those standards or prohibitions. (40 CFR 122.41(a)(1))

C. Duty to Provide Information

1. The permittee shall furnish to DEP, within a reasonable time, any information which DEP may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. (40 CFR 122.41(h))
2. The permittee shall furnish to DEP, upon request, copies of records required to be kept by this permit. (40 CFR 122.41(h))
3. Other Information - Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to DEP, it shall promptly submit the correct and complete facts or information. (40 CFR 122.41(l)(8))
4. If the sewage treatment facility provides service in part or whole to a municipality, through a contract or agreement between the operator and municipality, an annual report shall be submitted to DEP by March 31 containing the following information, at a minimum:
 - a. The information identified in 25 Pa. Code § 94.12.
 - b. A "Solids Management Inventory" if specified in Part C of this permit.
 - c. The total volume of hauled-in residual and municipal wastes received during the year, by source.

D. General Pretreatment Requirements

Where pollutants contributed by indirect dischargers result in interference or pass through, and a violation is likely to recur, the permittee shall develop and enforce specific limits for indirect dischargers and other users, as appropriate, that together with appropriate facility or operational changes, are necessary to ensure

renewed or continued compliance with this permit or sludge use or disposal practices. The permittee shall submit a copy of such limits to DEP when developed. (25 Pa. Code § 92a.47(d))

E. Proper Operation and Maintenance

1. The permittee shall employ operators certified in compliance with the Water and Wastewater Systems Operators Certification Act (63 P.S. §§ 1001-1015.1).
2. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance includes, but is not limited to, adequate laboratory controls including appropriate quality assurance procedures. This provision also includes the operation of backup or auxiliary facilities or similar systems that are installed by the permittee, only when necessary to achieve compliance with the terms and conditions of this permit. (40 CFR 122.41(e))

F. Duty to Mitigate

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

G. Bypassing

1. Bypassing Not Exceeding Permit Limitations - The permittee may allow a bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions in paragraphs two, three and four of this section. (40 CFR 122.41(m)(2))
2. Other Bypassing - In all other situations, bypassing is prohibited and DEP may take enforcement action against the permittee for bypass unless:
 - a. A bypass is unavoidable to prevent loss of life, personal injury or "severe property damage." (40 CFR 122.41(m)(4)(i)(A))
 - b. There are no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance. (40 CFR 122.41(m)(4)(i)(B))
 - c. The permittee submitted the necessary notice required in G.4.a. and b. below. (40 CFR 122.41(m)(4)(i)(C))
3. DEP may approve an anticipated bypass, after considering its adverse effects, if DEP determines that it will meet the conditions listed in G.2. above. (40 CFR 122.41(m)(4)(ii))
4. Notice
 - a. Anticipated Bypass – If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible, at least 10 days before the bypass. (40 CFR 122.41(m)(3)(i))
 - b. Unanticipated Bypass – The permittee shall submit oral notice of any other unanticipated bypass within 24 hours, regardless of whether the bypass may endanger health or the environment or whether the bypass exceeds effluent limitations. The notice shall be in accordance with Part A III.C.4.b.

H. Sanitary Sewer Overflows (SSOs)

An SSO is an overflow of wastewater, or other untreated discharge from a separate sanitary sewer system (which is not a combined sewer system), which results from a flow in excess of the carrying capacity of the system or from some other cause prior to reaching the headworks of the sewage treatment facility. SSOs are not authorized under this permit. The permittee shall immediately report any SSO to DEP in accordance with Part A III.C.4 of this permit.

I. Termination of Permit Coverage (25 Pa. Code § 92a.74 and 40 CFR 122.64)

1. Notice of Termination (NOT) – If the permittee plans to cease operations or will otherwise no longer require coverage under this permit, the permittee shall submit DEP’s NPDES Notice of Termination (NOT) for Permits Issued Under Chapter 92a (3800-BCW-0410), signed in accordance with Part A III.B.6 of this permit, at least 30 days prior to cessation of operations or the date by which coverage is no longer required.
2. Where the permittee plans to cease operations, NOTs must be accompanied with an operation closure plan that identifies how tankage and equipment will be decommissioned and how pollutants will be managed, as applicable.
3. The permittee shall submit the NOT to the DEP regional office with jurisdiction over the county in which the facility is located.

II. **PENALTIES AND LIABILITY**

A. Violations of Permit Conditions

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

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

B. Falsifying Information

Any person who does any of the following:

- Falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit, or
- Knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit (including monitoring reports or reports of compliance or noncompliance)

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

C. Liability

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

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

D. Need to Halt or Reduce Activity Not a Defense

It shall not be a defense for the permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. (40 CFR 122.41(c))

III. OTHER RESPONSIBILITIES

A. Right of Entry

Pursuant to Sections 5(b) and 305 of Pennsylvania's Clean Streams Law, and Title 25 Pa. Code Chapter 92a and 40 CFR 122.41(i), the permittee shall allow authorized representatives of DEP and EPA, upon the presentation of credentials and other documents as may be required by law:

1. To enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit; (40 CFR 122.41(i)(1))
2. To have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit; (40 CFR 122.41(i)(2))
3. To inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required under this permit; and (40 CFR 122.41(i)(3))
4. To sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act or the Clean Streams Law, any substances or parameters at any location. (40 CFR 122.41(i)(4))

B. Transfer of Permits

1. Transfers by modification. Except as provided in paragraph 2 of this section, a permit may be transferred by the permittee to a new owner or operator only if this permit has been modified or revoked and reissued, or a minor modification made to identify the new permittee and incorporate such other requirements as may be necessary under the Clean Water Act. (40 CFR 122.61(a))
2. Automatic transfers. As an alternative to transfers under paragraph 1 of this section, any NPDES permit may be automatically transferred to a new permittee if:
 - a. The current permittee notifies DEP at least 30 days in advance of the proposed transfer date in paragraph 2.b. of this section; (40 CFR 122.61(b)(1))
 - b. The notice includes the appropriate DEP transfer form signed by the existing and new permittees containing a specific date for transfer of permit responsibility, coverage and liability between them; and (40 CFR 122.61(b)(2))
 - c. DEP does not notify the existing permittee and the proposed new permittee of its intent to modify or revoke and reissue this permit, the transfer is effective on the date specified in the agreement mentioned in paragraph 2.b. of this section. (40 CFR 122.61(b)(3))
 - d. The new permittee is in compliance with existing DEP issued permits, regulations, orders and schedules of compliance, or has demonstrated that any noncompliance with the existing permits has been resolved by an appropriate compliance action or by the terms and conditions of the permit (including compliance schedules set forth in the permit), consistent with 25 Pa. Code § 92a.51 (relating to schedules of compliance) and other appropriate DEP regulations. (25 Pa. Code § 92a.71)
3. In the event DEP does not approve transfer of this permit, the new owner or operator must submit a new permit application.

C. Property Rights

The issuance of this permit does not convey any property rights of any sort, or any exclusive privilege. (40 CFR 122.41(g))

D. Duty to Reapply

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for a new permit. (40 CFR 122.41(b))

E. Other Laws

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

IV. ANNUAL FEE

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

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

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

Invoices for annual fees will be mailed to permittees approximately three months prior to the due date. In the event that an invoice is not received, the permittee is nonetheless responsible for payment. Throughout a five year permit term, permittees will pay four annual fees followed by a permit renewal application fee in the last year of permit coverage. Permittees may contact the DEP at 717-787-6744 with questions related to annual fees. The fees identified above are subject to change in accordance with 25 Pa. Code § 92a.62(e).

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

PA Department of Environmental Protection
Bureau of Clean Water
Re: Chapter 92a Annual Fee
P.O. Box 8466
Harrisburg, PA 17105-8466

PART C

I. OTHER REQUIREMENTS

- A. No storm water from pavements, area ways, roofs, foundation drains or other sources shall be directly admitted to the sanitary sewers associated with the herein approved discharge.
- B. The approval herein given is specifically made contingent upon the permittee acquiring all necessary property rights by easement or otherwise, providing for the satisfactory construction, operation, maintenance or replacement of all sewers or sewerage structures associated with the herein approved discharge in, along, or across private property, with full rights of ingress, egress and regress.
- C. Collected screenings, slurries, sludges, and other solids shall be handled and disposed of in compliance with 25 Pa. Code, Chapters 75, and in a manner equivalent to the requirements indicated in Chapters 271, 273, 275, 283, and 285 (related to permits and requirements for landfilling, land application, incineration, and storage of sewage sludge), Federal Regulation 40 CFR 257, Pennsylvania Clean Streams Law, Pennsylvania Solid Waste Management Act of 1980, and the Federal Clean Water Act and its amendments. The permittee is responsible to obtain or assure that contracted agents have all necessary permits and approvals for the handling, storage, transport, and disposal of solid waste materials generated as a result of wastewater treatment.
- D. If, after the issuance of this permit, DEP approves a municipal sewage facilities official plan or an amendment to an official plan under Act 537 (Pennsylvania Sewage Facilities Act, the Act of January 24, 1966, P.L. 1535 as amended) in which sewage from the herein approved facilities will be treated and disposed of at other planned facilities, the permittee shall, upon notification from the municipality or DEP, provide for the conveyance of its sewage to the planned facilities, abandon use and decommission the herein approved facilities including the proper disposal of solids, and notify DEP accordingly. The permittee shall adhere to schedules in the approved official plan, amendments to the plan, or other agreements between the permittee and municipality. This permit shall then, upon notice from DEP, terminate and become null and void and shall be relinquished to DEP.
- E. The permittee shall optimize chlorine dosages used for disinfection or other purposes to minimize the concentration of Total Residual Chlorine (TRC) in the effluent, meet applicable effluent limitations, and reduce the possibility of adversely affecting the receiving waters. Optimization efforts may include an evaluation of wastewater characteristics, mixing characteristics, and contact times, adjustments to process controls, and maintenance of the disinfection facilities. If DEP determines that effluent TRC is causing adverse water quality impacts, DEP may reopen this permit to apply new or more stringent effluent limitations and/or require implementation of control measures or operational practices to eliminate such impacts.

Where the permittee does not use chlorine for primary or backup disinfection, but proposes the use of chlorine for cleaning or other purposes, the permittee shall notify DEP prior to initiating use of chlorine and monitor TRC concentrations in the effluent on each day in which chlorine is used. The results shall be submitted as an attachment to the DMR.

- F. The attention of the permittee is directed to the fact that effluent is discharged to a location with little or no assimilative capacity or dilution during critical periods. If the effluent creates a health hazard or nuisance, the permittee shall, upon notice from DEP, provide such additional treatment as may be required by DEP.

II. SOLIDS MANAGEMENT

- A. The permittee shall manage and properly dispose of sewage sludge and/or biosolids by performing sludge wasting that maintains an appropriate mass balance of solids within the treatment system. The wasting rate must be developed and implemented considering the specific treatment process type, system loadings, and seasonal variation while maintaining compliance with effluent limitations. Holding excess sludge within clarifiers or in the disinfection process is not permissible.
- B. The permittee shall submit the Supplemental Reports entitled, "Supplemental Report – Sewage Sludge/Biosolids Production and Disposal" (Form No. 3800-FM-BCW0438) and "Supplemental Report –

Influent & Process Control” (Form No. 3800-FM-BCW0436), as attachments to the DMR on a monthly basis. When applicable, the permittee shall submit the Supplemental Reports entitled, “Supplemental Report – Hauled In Municipal Wastes” (Form No. 3800-FM-BCW0437) and “Supplemental Report – Hauled In Residual Wastes” (Form No. 3800-FM-BCW0450), as attachments to the DMR.

Exhibit M-1



Franklin County General Authority

2020 Municipal Waste Load
Management Report

TABLE OF CONTENTS

- 1.0 Introduction
- 2.0 Discussion of Historical Hydraulic and Organic Loading Data
- 3.0 Overload Reduction Plan
- 4.0 Wastewater Collection System Monitoring, Maintenance, Repair and Rehabilitation
- 5.0 Condition of Pumping Stations

ATTACHMENTS

- A. Organic Loading Graph
- B. Pump Station Data
- C. System Map



1.0 INTRODUCTION

Effective November 21, 1997, The Pennsylvania Department of Environmental Protection (PADEP) adopted regulations under Chapter 94 of the PADEP Rules and Regulations entitled “Municipal Waste Load Management”. These regulations set forth general provisions and information requirements to be included in an annual report on all wastewater facilities.

The intent of the annual report is to assist the municipalities in assuring that the necessary wastewater conveyance and treatment capabilities will be provided to meet anticipated growth demands. A 5-year planning interval is employed. If the wastewater collection system, pumping stations, or treatment plant are found to be overloaded, or projected to be overloaded within the next 5 years, specific steps are required to alleviate or prevent this situation.

Suez - FCGA, contracted by the Franklin County General Authority (FCGA), provides operations and maintenance services for all water & wastewater utilities. These facilities are located at the Letterkenny Army Depot in Chambersburg, Pennsylvania. The Army provided 1,500 acres of this Depot to the community for commercial and industrial reuse as the Cumberland Valley Business Park (CVBP). The Army also conveyed its water and wastewater facilities to the FCGA, and transferred operational control of the systems on September 14, 1998.

June 2012 a new waste water treatment was started at this location and the old system was demolished. Final construction of the new treatment was completed in September 2013.

Wastewaters as well as Industrial Pretreated Waste generated at the Business Park and at the Depot are treated at the wastewater facility. The Army collects its industrial wastewater in a separate collection system and treats it in an Army operated Industrial Waste Treatment Facility. The FCGA treatment plant utilizes an Aero mod two (2) stage extended air biological process for the reduction of BOD, suspended solids, phosphorus and ammonia nitrogen. Disinfection is accomplished by UV Sterilization. The wastewater treatment plant designed for an average daily flow of 0.250 MGD and an influent organic loading rate of 600 lbs./day. In which construction was completed in 2013.

2.0 DISCUSSION OF HISTORIAL HYDRAULIC AND ORGANIC LOADING DATA

Hydraulic loading for the years 2016 through 2020 inclusive is summarized in Exhibit A. This data is also presented graphically in Figure A. The monthly average daily wastewater flow to the sewage treatment plant during 2020 was 0.0892 MGD, with a 5-year average of 0.126 MGD.

Organic loading data for the past 5 years summarized in Exhibit A. This data is also presented graphically in Figure A. The monthly average organic loading to the sewage treatment plant during 2020 was 339 lbs./day, with a 5-year average of 239 lbs/day.



The July 2020 monthly overload of *influent* BOD5 average 616 lbs/day, (924.75 mg/L), which is 16 lbs/day over designed capacity. During this timeframe the effluent CBOD5 was 3.2 mg/L and average daily flow of 0.068 MGD was the lowest monthly amount recorded. Low monthly flows are from vacation, work flow and mission status of the industrial park tenants during this time period.

3.0 OVERLOAD REDUCTION PLAN

A feasibility study was completed by Kimball Engineering in 2002. This study was updated by Kimball in February of 2007. Loading at the facility has not increased to the point where this upgrade is yet required.

Franklin County General Authority new Waste Water Treatment Facility was completed during 2013. Century Engineering is the design engineers.

4.0 WASTE WATER COLLECTION SYSTEM MONITORING, MAINTENANCE, REPAIR AND REHABILITATION

Suez - FCGA, under a 20-year service agreement, is responsible for the operation and maintenance of the treatment plant, collection system, and pumping stations. In addition to required maintenance functions, preventative maintenance activities are routinely scheduled. These include regular facility inspection, cleaning and lubrication of plant and pump station components and equipment. Maintenance and calibration of plant instrumentation is contracted to qualified technicians. Suez personnel, based on laboratory analyses performed by ALS Environmental Laboratory Service, Franklin Analytical Laboratories and at the plant, control plant process parameters.

Suez performs an assessment of the manholes, force mains and gravity mains throughout the collection system each year. The manholes are evaluated to identify those in need of maintenance, repair and rehabilitation. The pump stations are inspected on a weekly basis. The information collected is used to guide the Capital Improvement Program for all collection system maintenance, repairs, and rehabilitation.

5.0 CONDITION OF PUMP STATIONS

There are at present a total of ten (10) pump stations making up the conveyance system. Suez is responsible for operation, inspection, and maintenance of the pump stations.



During 2018 the Department of Defense turned over control of the CDC pump station which was built in 2013 by the Corp of Engineers. In late 2008 FCGA demolished pump station 590 and replaced it with new Pump Station 508B. This new pump station will receive waste from future industrial development north of Coffee Avenue as well as the waste from the demolished Pump Station 590.

None of the pump stations have the capacity to directly measure flows. All of the pumps stations are now equipped with run time meters which allow flow measurements to be calculated based on theoretical pump discharge rates. Capital improvement plans and continuous upgrades to substandard stations will insure the Cumberland Valley Business Park has adequate capacity within the collection and conveyance system. A SCADA computerized monitoring system, under development, will remotely monitor the status of the pump stations on a continuous basis. Presently one pump station, 190, is tied into the network.

PUMP STATION IDENTIFICATION NUMBER	OVERALL CONDITION	RATED CAPACITY (GPM)	ACTUAL CAPACITY (GPM) *
3311	Good	1 @ 200	200
49	Good	2 @ 50	100
190	Excellent	2@250	500
233	Fair	2 @ 300	600
352	Good	2 @ 300	600
370	Good	2 @ 150	300
431-1	Good	2@200	400
508B	Excellent	2@80	160
641	Good	2@100	200
CDC	Excellent	2@250	500

- * Indicates the total of all pumps running, amounts are from the name plates / data plates from each pump
- No pump / lift station has a flow meter. Flow amounts of pump / lift station are calculated from hour meter times gpm of each pump totals





2020 Municipal Waste Load Management Report

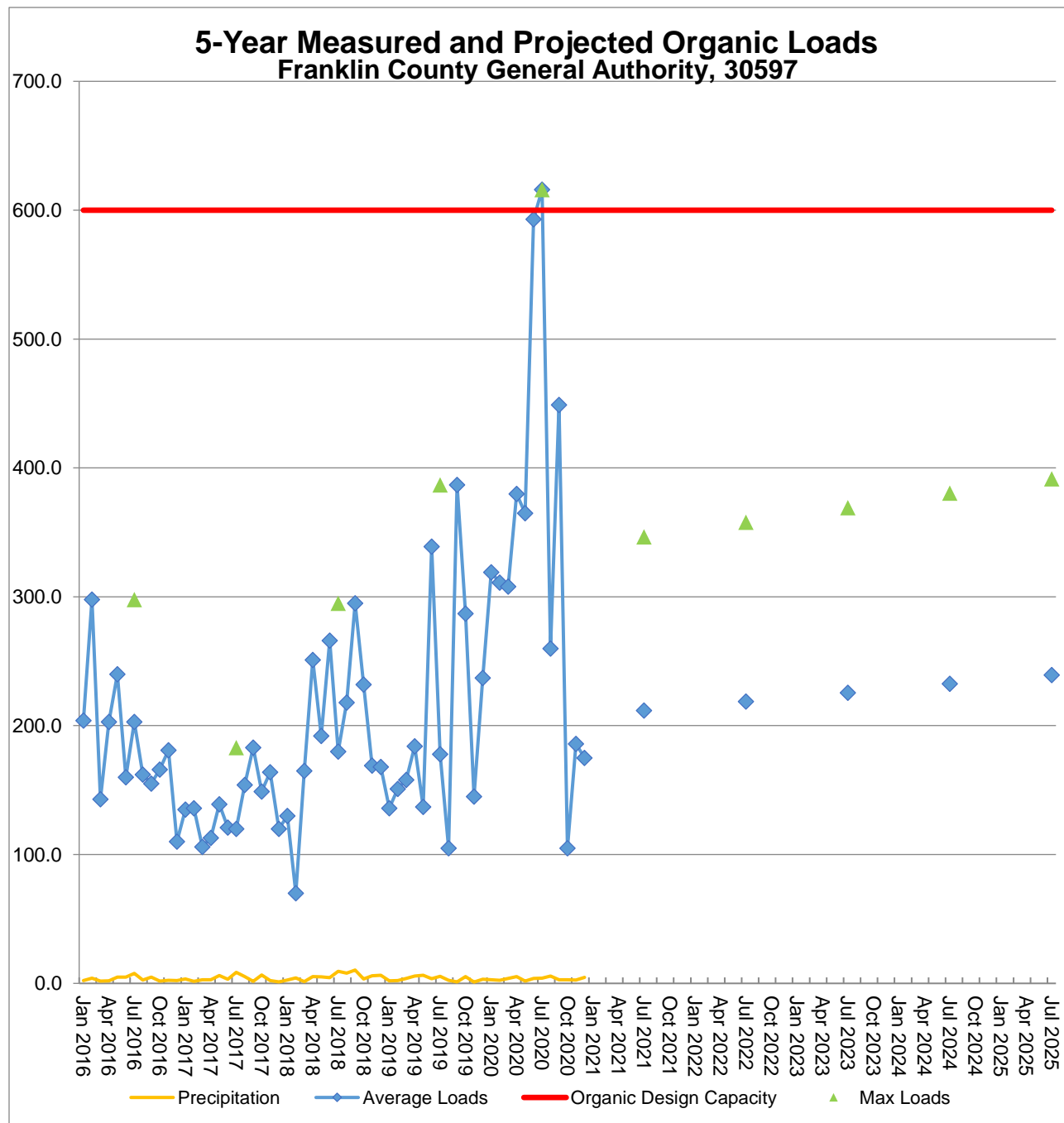
<u>PUMP STATION CALCULATED WEEKLY TOTALS</u>				
Pump Station Number	Minimum Calculated Flow Gallons / Week	Average Calculated Flow Gallons / Week	Maximum Calculated Flow Gallons / Week	TWO (2) Year Maximum Calculated Flow Gallons / Week
3311	-	912	4,800	4,800
49	-	2,331	12,900	8,100
190	9,000	25,260	76,500	127,500
233	10,620	65,455	214,200	303,840
352	-	15,304	47,520	83,520
370	2,790	12,874	35,370	97,650
431-1	-	912	13,200	10,800
508-B	6,653	29,613	105,182	112,738
641	13,200	50,016	387,600	709,800
CDC	-	1,940	5,550	8,850

<u>PUMP STATION WEEKLY COMPARE TOTALS</u>				
Pump Station Number	Maximum Calculated Flow Gallons / Week	TWO (2) Year Maximum Calculated Flow Gallons / Week	P.S. Max Weekly Flows	Condition
3311	4,800	4,800	2,016,000	Good
49	12,900	8,100	1,008,000	Good
190	76,500	127,500	5,040,000	Good
233	214,200	303,840	6,048,000	Good
352	47,520	83,520	6,048,000	Good
370	35,370	97,650	3,024,000	Good
431-1	13,200	10,800	4,032,000	Good
508-B	105,182	112,738	1,612,800	Good
641	387,600	709,800	2,016,000	Good
CDC	5,550	8,850	5,040,000	Good





Attachment A:





2020 Municipal Waste Load Management Report

Attachment B:

<i>PUMP STATION CALCULATED WEEKLY TOTALS</i>				
Pump Station Number	Minimum Calculated Flow Gallons / Week	Average Calculated Flow Gallons / Week	Maximum Calculated Flow Gallons / Week	TWO (2) Year Maximum Calculated Flow Gallons / Week
3311	-	912	4,800	4,800
49	-	2,331	12,900	8,100
190	9,000	25,260	76,500	127,500
233	10,620	65,455	214,200	303,840
352	-	15,304	47,520	83,520
370	2,790	12,874	35,370	97,650
431-1	-	912	13,200	10,800
508-B	6,653	29,613	105,182	112,738
641	13,200	50,016	387,600	709,800
CDC	-	1,940	5,550	8,850

<i>PUMP STATION WEEKLY COMPARE TOTALS</i>				
Pump Station Number	Maximum Calculated Flow Gallons / Week	TWO (2) Year Maximum Calculated Flow Gallons / Week	P.S. Max Weekly Flows	Condition
3311	4,800	4,800	2,016,000	Good
49	12,900	8,100	1,008,000	Good
190	76,500	127,500	5,040,000	Good
233	214,200	303,840	6,048,000	Good
352	47,520	83,520	6,048,000	Good
370	35,370	97,650	3,024,000	Good
431-1	13,200	10,800	4,032,000	Good
508-B	105,182	112,738	1,612,800	Good
641	387,600	709,800	2,016,000	Good
CDC	5,550	8,850	5,040,000	Good





PUMP STATION LOCATION AND CONDITION

Pump Station Number	LOCATION	Condition
3311	- BLDG 3311 (POST 2), Georgia Ave.	Good
49	- BLDG 49 (CVBP), Innovation Way	Good
190	- BLDG 47 (CVBP), Arkansas Ave	Good
233	- BLDG 233 (CVBP), Wisconsin Ave.	Good
352	- BLDG 352, (BASE), Rebuild Area	Good
370	- BLDG 370, (BASE), Rebuild Area	Good
431-1	- BLDG 431, (CVBP), Technology Ave	Good
508-B	- BLDG 508, (CVBP), Coffey Ave.	Good
641	- Corner of Pennsylvania & Carbaugh, (CVBP)	Good
CDC	- b/w Test Tank & Georgia Ave, (BASE)	Good

PUMP STATION LOCATION AND ELECTRIC METERING

Pump Station Number	LOCATION	BLDG/PIT/ CAN	ELECTRIC METERED
3311	- BLDG 3311 (POST 2), Georgia Ave.	Pit	NO
49	- BLDG 49 (CVBP), Innovation Way	Bldg	YES
190	- BLDG 47 (CVBP), Arkansas Ave	Pit	YES
233	- BLDG 233 (CVBP), Wisconsin Ave.	Pit	NO
352	- BLDG 352, (BASE), Rebuild Area	Bldg	NO
370	- BLDG 370, (BASE), Rebuild Area	Pit	NO
431-1	- BLDG 431, (CVBP), Technology Ave	Pit	NO
508-B	- BLDG 508, (CVBP), Coffey Ave.	Pit	YES
641	- Corner of Pennsylvania & Carbaugh, (CVBP)	Can	YES
CDC	- b/w Test Tank & Georgia Ave, (BASE)	Pit	YES





2020 Municipal Waste Load Management Report

Weekly PS Run Times:

week	190		49		352		370		3311		CDC		233		431-1		508B		641	
	pump 1	pump 2	pump 1	pump 2	pump 1	pump 2	pump 1	pump 2	pump 1	pump 2	pump 1	pump 2	pump 1	pump 2	pump 1	pump 2	pump 1	pump 2	pump 1	pump 2
1/4/2020	1.100	1.000	0.400	0.400	0.340	0.350	0.380	0.670	0.000	0.090	0.100	5.770	0.870	0.100	1.100	1.786	1.976	2.800	3.200	
1/11/2020	1.700	1.700	0.500	0.500	0.530	0.570	0.570	1.260	0.000	0.190	0.190	6.180	1.300	0.000	0.100	4.585	4.724	3.900	4.400	
1/18/2020																				
1/25/2020	3.900	4.000	1.200	1.200	1.430	1.500	1.920	3.930	0.400	0.350	0.370	11.900	2.740	0.100	0.100	9.837	10.364	12.700	14.100	
2/1/2020	4.100	4.300	2.100	2.100	0.720	0.700	0.990	1.780	0.000	0.230	0.210	6.650	1.930	0.100	0.100	7.372	7.857	10.100	11.100	
2/8/2020	1.500	1.700	0.500	0.500	0.650	0.780	1.050	1.910	0.000	0.220	0.220	8.350	1.590	0.000	0.100	6.682	7.106	9.100	10.000	
2/15/2020	3.200	3.300	2.300	2.300	0.860	1.220	1.450	2.870	0.100	0.230	0.230	7.530	1.320	0.000	0.000	9.553	9.835	8.800	9.600	
2/22/2020	2.000	2.100	0.700	0.700	0.660	0.300	1.090	1.490	0.200	0.160	0.160	6.740	1.780	0.100	0.100	7.956	8.498	6.800	7.600	
2/29/2020	1.300	1.300	0.400	0.700	0.580	0.570	0.790	1.740	0.100	0.160	0.160	5.570	1.420	0.000	0.000	1.856	1.866	4.800	5.300	
3/7/2020	1.300	1.400	0.400	0.400	0.730	0.980	0.940	1.930	0.300	0.220	0.220	6.860	1.590	0.100	0.100	1.625	1.650	5.500	6.100	
3/14/2020	1.700	1.900	1.000	1.000	0.680	0.450	1.220	2.070	0.100	0.200	0.200	6.220	1.760	0.000	0.100	2.366	2.431	8.500	9.700	
3/21/2020	1.300	1.500	0.400	0.400	0.690	0.620	0.950	1.890	0.200	0.220	0.200	5.030	1.700	0.100	0.100	1.558	1.691	4.600	5.200	
3/28/2020	2.300	2.600	1.700	2.000	0.800	0.780	1.200	2.020	0.200	0.230	0.230	5.740	1.400	0.000	0.100	7.070	7.390	7.100	7.900	
4/4/2020	3.900	4.300	2.700	2.700	0.910	0.880	1.490	3.100	0.100	0.190	0.190	5.960	1.860	0.100	0.100	9.179	9.683	9.500	10.800	
4/11/2020	1.500	1.600	1.000	0.900	0.790	0.730	1.140	2.120	0.100	0.130	0.120	4.260	2.020	0.000	0.000	7.966	8.397	18.300	20.500	
4/18/2020	1.500	1.700	1.200	1.300	0.680	0.690	0.460	0.750	0.100	0.120	0.130	3.780	1.640	0.000	0.100	2.590	2.581	5.700	6.400	
4/25/2020	2.000	2.000	1.000	0.900	0.830	0.920	1.500	2.870	0.100	0.100	0.090	5.230	1.980	0.100	0.100	7.806	8.527	6.500	7.400	
5/2/2020	2.000	2.000	1.100	1.100	0.840	0.760	1.170	1.740	0.000	0.120	0.130	5.230	1.550	0.000	0.100	4.703	4.932	8.900	9.800	
5/9/2020	5.100	4.900	2.700	2.700	1.020	0.990	1.640	3.090	0.000	0.110	0.130	4.350	2.690	0.100	0.000	16.319	16.927	59.800	64.600	
5/16/2020	1.400	1.400	0.700	0.700	0.780	0.700	1.090	1.950	0.100	0.180	0.160	4.910	2.060	0.000	0.100	6.535	6.861	56.700	62.000	
5/23/2020	1.100	1.000	0.300	0.000	0.000	0.000	1.110	1.850	0.000	0.160	0.150	3.870	1.720	0.100	0.100	1.985	1.931	18.900	20.800	
5/30/2020	1.000	1.000	0.700	0.000	0.000	0.000	0.960	1.820	0.100	0.150	0.160	1.920	1.600	0.000	0.100	1.429	1.501	5.100	5.800	
6/6/2020	0.600	0.600	0.500	0.500	0.000	0.000	1.140	2.900	0.000	0.130	0.120	1.310	1.660	0.100	0.000	1.818	1.869	3.700	4.200	
6/13/2020	1.400	1.300	0.000	0.000	2.460	2.630	0.980	1.600	0.200	0.150	0.150	2.980	1.520	0.000	0.100	3.952	4.135	5.500	6.200	
6/20/2020	1.100	1.100	0.600	0.500	0.790	0.760	1.060	1.980	0.000	0.180	0.180	3.890	2.260	0.100	0.100	3.589	3.762	5.200	5.800	
6/27/2020	1.300	1.100	0.500	0.600	0.620	0.650	1.110	2.070	0.000	0.150	0.160	1.510	2.160	0.000	0.100	3.575	3.523	4.000	4.600	
7/4/2020	1.600	1.600	0.500	0.500	0.620	0.570	1.110	1.580	0.000	0.150	0.180	1.860	1.960	0.000	0.000	6.695	7.012	4.800	5.400	
7/11/2020	0.800	0.800	0.600	0.500	0.450	1.640	0.710	1.060	0.000	0.000	0.180	1.250	1.130	0.100	0.100	3.607	3.807	4.500	5.000	
7/18/2020	1.400	1.300	0.500	0.600	0.660	0.790	1.220	1.410	0.100	0.000	0.180	3.850	1.720	0.000	0.100	2.732	2.809	5.700	6.600	
7/25/2020	1.000	1.100	0.600	0.500	0.660	0.550	1.090	1.780	0.000	0.000	0.210	4.350	1.940	0.300	0.100	1.858	2.071	4.300	5.000	
8/1/2020	1.600	1.500	0.500	0.600	0.620	0.520	0.930	1.450	0.100	0.000	0.130	3.790	1.720	0.000	0.100	3.135	3.308	5.200	5.200	
8/8/2020	1.800	1.700	0.000	0.000	0.680	0.740	1.280	1.900	0.000	0.000	0.180	5.010	2.010	0.000	0.000	4.165	4.304	8.300	7.400	
8/15/2020	1.800	1.800	1.1	1.100	0.800	0.920	1.440	1.360	0.100	0.000	0.180	4.260	2.720	0.000	0.100	8.718	9.498	6.600	5.800	
8/22/2020	0.900	0.900	0.500	0.500	0.300	2.420	0.900	1.540	0.100	0.000	0.180	6.070	1.900	0.000	0.100	1.386	1.454	4.300	3.700	
8/29/2020	1.300	1.200	0.500	0.500	1.790	1.220	1.790	2.270	0.100	0.000	0.370	7.590	2.860	0.000	0.100	2.777	2.960	6.500	5.600	
9/5/2020	0.900	0.900	0.000	0.000	0.110	2.000	0.310	0.580	0.000	0.000	0.120	3.440	0.840	0.100	0.200	3.006	2.989	3.200	2.800	
9/12/2020	2.500	2.400	4.300	4.100	1.160	2.640	1.200	1.560	0.100	0.000	0.210	5.920	1.890	0.100	0.100	7.770	8.392	5.300	4.600	
9/19/2020	0.800	0.700	0.600	0.700	2.590	2.020	0.940	1.160	0.100	0.000	0.150	9.040	4.730	0.000	0.000	3.613	3.712	3.500	3.000	
9/26/2020	0.900	0.900	0.500	0.600	0.830	0.940	1.060	1.400	0.000	0.000	0.190	6.610	2.290	0.100	0.100	3.846	3.857	3.700	3.200	
10/3/2020	1.000	1.000	0.600	0.600	0.730	0.620	1.360	1.570	0.100	0.000	0.150	6.230	1.610	0.000	0.100	5.297	5.435	3.300	2.900	
10/10/2020	1.800	1.900	0.500	0.400	0.890	1.060	1.120	2.060	0.100	0.000	0.220	8.300	2.380	0.100	0.100	7.467	7.937	5.400	4.600	
10/17/2020	0.800	0.800	0.500	0.400	2.280	1.460	0.740	1.090	0.000	0.000	0.090	10.290	5.400	0.000	0.100	4.549	4.767	3.300	2.900	
10/24/2020	1.200	1.200	0.500	0.500	0.740	1.470	1.280	1.340	0.100	0.000	0.220	5.220	1.510	0.100	0.100	3.685	3.743	3.900	3.400	
10/31/2020	1.000	0.900	0.400	0.500	0.710	0.830	1.030	1.570	0.100	0.000	0.180	5.450	1.650	0.000	0.100	2.140	2.173	3.800	3.200	
11/7/2020	2.200	2.100	0.600	0.000	0.780	0.740	1.220	1.870	0.100	0.000	0.190	5.820	1.690	0.100	0.000	12.828	12.834	5.100	4.500	
11/14/2020	0.900	0.900	0.600	0.000	0.590	0.690	1.170	1.480	0.000	0.000	0.150	5.090	1.460	0.000	0.100	5.658	5.660	3.700	3.200	
11/21/2020	1.500	1.500	0.500	0.000	1.290	0.530	1.080	1.220	0.100	0.000	0.110	3.100	1.200	0.100	0.100	16.404	16.403	4.600	4.000	
12/5/2020	1.900	1.900	0.500	0.000	0.400	0.720	1.210	1.540	0.100	0.000	0.080	6.070	1.990	0.100	0.100	15.167	15.167	4.500	4.000	
12/12/2020	1.400	1.300	0.400	0.400	0.400	0.480	0.880	1.170	0.000	0.000	0.090	5.770	1.060	0.000	0.100	21.913	21.904	3.200	2.700	
12/19/2020	1.900	1.900	0.500	0.500	0.820	0.870	1.670	2.010	0.000	0.000	0.060	8.520	1.840	0.100	0.100	12.280	12.285	4.300	3.700	
12/26/2020	1.600	1.600	0.000	0.000	0.380	0.380	0.680	0.850	0.000	0.000	0.030	4.790	0.590	0.000	0.000	9.125	8.929	2.400	2.200	
Hours	190		49		352		370		3311		CDC		233		431-1		508B		641	
Min:	0.60	0.60	0.00	0.00	0.00	0.00	0.31	0.58	0.00	0.00	0.03	1.25	0.59	0.00	0.00	1.39	1.45	2.40	2.20	
Avg:	1.68	1.69	0.80	0.75	0.79	0.91	1.10	1.76	0.08	0.09	0.17	5.39	1.88	0.05	0.10	6.07	6.27	8.12	8.55	
Max:	5.10	4.90	4.30	4.10	2.59	2.64	1.92	3.93	0.40	0.35	0.37	11.90	5.40	0.30	1.10	21.91	21.90	59.80	64.60	
Total Sum:	83.80	84.60	39.30	37.60	39.67	45.35	54.82	88.22	3.80	4.52	8.41	269.43	94.21	2.50	5.10	303.51	313.43	405.90	427.70	
total weekly flow	9000		0		0		2790		5220		0		450		22500		10620		0	
Avg:	25140	25380	2406	2256	14281	16326	9868	15880	912	1356	2523	96995	33916	600	1224	29137	30089	48708		

LEGEND

- AREA RETAINED BY ARMY
- REALIGNED AREA
- BUILDING RETAINED BY ARMY
- SANITARY SEWER MAIN WITH LINE SIZE 18" UNLESS NOTED OTHERWISE
- FORWARD MAIN WITH LINE SIZE 18" UNLESS NOTED OTHERWISE
- SANITARY SEWER MANHOLE AND FLOW DIRECTION
- NOTE: ALL SEWER MAINS AND VITRIFIED CLAY UNITS SHALL BE 150' MINIMUM COVER (SEE SPECIFICATIONS) (C.I., STEEL)

BUILDINGS SERVED BY SANITARY SEWER

- (A) SEWAGE PUMPING STATION (CELS. NO. 190) 1-100 GPM PUMPS
- (B) SEWAGE PUMPING STATION (CELS. NO. 200) 1-100 GPM PUMPS
- (C) SEWAGE PUMPING STATION (CELS. NO. 200) 2-500 GPM PUMPS
- (E) SEWAGE PUMPING STATION (CELS. NO. 1-0) 1-100 GPM PUMPS
- (F) SEWAGE PUMPING STATION (CELS. NO. 411) 1-100 GPM PUMPS
- (G) SEWAGE PUMPING STATION (CELS. NO. 331) 1-100 GPM PUMPS
- (H) SEWAGE PUMPING STATION (CELS. NO. 300) 1-100 GPM PUMPS
- (J) SEWAGE PUMPING STATION (CELS. NO. 500) 2-500 GPM PUMPS
- (N) SEWAGE PUMPING STATION (CELS. NO. 500) 2-500 GPM PUMPS
- (R) SEWAGE PUMPING STATION (CELS. NO. 1-0) 1-100 GPM PUMPS
- (Y) SEWAGE PUMPING STATION (CELS. NO. 400) 2-500 GPM PUMPS
- (43) SEWAGE PUMPING STATION
- (64) SEWAGE PUMPING STATION
- 56 SEWAGE ELECTRODES
- 33 SEWAGE ELECTRODES
- 331.2 SEWAGE ELECTRODES

SANITARY SEWER PLAN
Figure #3
 May, 1997



FOR USE IN CONNECTION WITH THE
 SANITARY SEWER PLAN

Exhibit M-2



June 28, 2021

Ron Artley
Franklin County General Authority
5540 Coffey Avenue
Chambersburg, PA 17201-4113

Re: Annual Wasteload Management (Chapter 94) Report
Franklin County General Authority S Patrol Road STP
NPDES Permit No. PA0030597
Letterkenny Township, Franklin County

Dear Mr. Artley:

The Department of Environmental Protection (DEP) has completed its review of your 2020 Annual Wasteload Management Report as required by 25 Pa. Code § 94.12. We have the following comments:

The March 2019 and July 2020 monthly average organic loading data exceeded the design organic loading capacity of the treatment plant. This means the treatment plant is organically overloaded. No explanation for the exceedance was provided in the report again this year. Please submit an explanation for this exceedance or submit a Corrective Action Plan as required by 25 Pa. Code §94.21.

Please submit the pump station related information according to 25 Pa. Code §94.12(a)(7) which requires a discussion of the condition of sewage pumping stations, including a comparison of the maximum pumping rate with present maximum flows and the projected 2-year maximum flows for each station. Data in Appendix D does not have maximum rated/design capacity listed.

Your report will be deemed acceptable after we receive information addressing these comments. DEP appreciates your cooperation in meeting the Chapter 94 reporting requirements.

DEP's website at www.dep.pa.gov/chapter94 includes a "Chapter 94 Spreadsheet" and a "Chapter 94 Report Template" form for presenting hydraulic and organic data and graphs along with other crucial details for treatment plants. Thank you for using these templates. DEP strongly encourages the use of these tools for future reports to facilitate statewide consistency in the preparation of Chapter 94 reports.

If you have any questions concerning this notice, please contact Dharmendra Kumar at 717-705-4767 or dkumar@pa.gov.

Sincerely,

Timothy K. Wagner

Timothy K. Wagner
Environmental Program Manager
Clean Water Program

Exhibit N

EXHIBIT "N"

Estimated Annual Revenue and Expense Figures for the Proposed, Additional Customers

Projected annual revenue is based upon a monthly charge of \$111.85 per customer per month, which covers a 10,500 gallon base usage, and a usage charge of \$15.44/1,000 gallons over the 10,500 gallon base.

Monthly Revenue	\$ 12,597
	<u>X 12</u>
Total Annual Revenue	\$151,164

Estimated expenses are calculated based on the Company's latest cost of service study performed with the latest rate filing effective March 1, 2019. The Company expects the expenses for the new LIDA Wastewater customers to mirror those of the current system.

O & M Expenses (35.5% of revenue)	\$53,663
Depreciation (14.2% of revenue)	21,465
General Taxes (2.1% of revenue)	3,174
Income Taxes (5.8% of revenue)	8,768
Total Operating Expenses	\$87,070
Operating Income	\$64,094

Exhibit O

Commonwealth of Pennsylvania

Department of Environmental Protection

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

GROVER E BURACKER

Is Hereby Authorized to Operate
WASTEWATER SYSTEM

Class: A,E, Wastewater
Subclass: 1,2,3,4,5

Client ID: 317481

GROVER E BURACKER
2309 FAIRWAY DR
YORK PA 17408-9454

Issue Date Jan 1, 2021
Expiration Date Dec 31, 2023

Certificate No. S19041

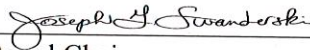

Board Chairman

Exhibit P

THE YORK WATER COMPANY
RATES, RULES AND REGULATIONS GOVERNING
THE PROVISION OF WASTEWATER COLLECTION, TREATMENT
AND/OR DISPOSAL SERVICE TO THE PUBLIC IN
THE BOROUGHES OF EAST PROSPECT, FELTON, JACOBUS, AND WEST YORK
AND THE
TOWNSHIPS OF EAST MANCHESTER (ASBURY POINTE RESIDENTIAL SUBDIVISION),
LOWER WINDSOR, AND SHREWSBURY
IN YORK COUNTY, PENNSYLVANIA
AND THE
TOWNSHIPS OF GREENE, HAMILTON, AND LETTERKENNY (C)
IN FRANKLIN COUNTY, PENNSYLVANIA
AND THE
TOWNSHIP OF STRABAN IN ADAMS COUNTY, PENNSYLVANIA

ISSUED: xxxxxxxxxxxxxxxx

EFFECTIVE: xxxxxxxxxxxxxxxx

By: Joseph T. Hand
President and CEO
130 East Market Street
York, Pennsylvania

(C) Indicates Change



NOTICE

Filed in compliance with the order of the Pennsylvania Public Utility Commission of XXXXXXXXXXXX, at
Docket No. A-XXXX-XXXXXX.
(SEE PAGE NO. 2)

LIST OF CHANGES

This tariff supplement authorizes The York Water Company – Wastewater to begin to offer or furnish wastewater service to the public in Greene and Hamilton Townships, Franklin County, Pennsylvania, as previously served by _____, in accordance with the Pennsylvania Public Utility Commission Order at Docket No. A-XXXX-XXXXXXX, entered XXXXXXXXXXXX.

TABLE OF CONTENTS

	<u>Page</u>	
Title Page	Supplement No. X	(C)
List of Changes	2 XXXXXX Revised	(C)
Table of Contents	3 XXXXXX Revised	(C)
Part I		
Schedule of Rates and Charges	4 Ninth Revised	
	4 (a) XXXXXX Revised	(C)
	4 (b) XXXXXX Revised	(C)
	4 (c) XXXXXX Revised	(C)
	4 (d) XXXXXX Revised	(C)
	4 (e) XXXXXX Revised	(C)
Schedule of Miscellaneous Fees and Charges	5 Second Revised	
State Tax Adjustment Surcharge	6 First Revised	
Part II		
Definitions	7 XXXXXX Revised	(C)
	8 XXXXXX Revised	(C)
	9 XXXXXX Revised	(C)
	10 XXXXXX Revised	(C)
	10 (a) XXXXXX Revised	(C)
	10 (b) XXXXXX Revised	(C)
Part III		
Rules and Regulations	11 First Revised	
Section A — Applications for Service	11 First Revised	
Section B — Construction and Maintenance of Facilities	11 First Revised	
Section C — Discontinuance, Termination and Restoration of Service	13 First Revised	
Section D — Billing and Collection	14 First Revised	
Section E — Deposits	15 First Revised	
Section F — Wastewater Control Regulations	16 First Revised	
Section G — Line Extensions	20 First Revised	
Section H — Service Continuity	24 First Revised	
Section I — Waivers	25 First Revised	
Section J — Amendment of Commission Regulations	25 First Revised	
Section K — Industrial & Commercial Service Limitations	25 First Revised	
Section L — Privilege to Investigate/Rights of Access	26 XXXXXX Revised	(C)

(C) Indicates Change

Greene and Hamilton Townships and Letterkenny Township, Franklin County

(C)

Commercial and Industrial Customers

A metered rate (based on water consumption) as follows:

	Per Month	Rate
Greene and Hamilton Townships and Letterkenny Township Area Over	1st 10,500 Gals 10,500 Gals	\$111.85 \$15.44 per 1,000 Gals.

Residential Customers

A metered rate (based on water consumption) as follows:

	Per Month	Rate
Greene and Hamilton Township and Letterkenny Township Area Over	1st 4,000 Gals 4,000 Gals	\$40.00 \$5.00 per 1,000 Gals.

Section A: Reservation Fee

All Customers will be charged a reservation fee of \$10/gallon or \$3,500/EDU (1 EDU = 350 gallons/day). The minimum reservation fee is one EDU. Reservation fees are customer contribution in aid of plant construction and provision of service and are assessed on a one-time basis at the time of capacity nomination. No service will be provided, or capacity reserved, until payment of the reservation fee has been made. Where the Company determines that the Customer is utilizing more capacity than nominated, the Customer will pay an additional reservation fee equal to the utilized capacity if such capacity is available. If no such capacity is available, the Customer will reduce its usage to the level nominated or determined to be available by the Company until such time as additional capacity becomes available.

Section B: Wastewater Service Charge

Imposition of Charge: A wastewater service charge is hereby imposed upon the owner of each reserved capacity EDU, for service rendered or available to be rendered, and upon the owner of each improved property which is connected to the wastewater system, whether such use is direct or indirect, and shall be payable as provided herein.

Wastewater Service Charge Payable by Owner of Reserved Capacity EDU(s) Not Connected To Wastewater System: The wastewater service charge shall be payable by the owner of each reserved capacity EDU beginning with the earlier of the date of payment of the reservation fee or forty-five (45) days from the date indicated on the notice of availability of wastewater collection, treatment and disposal service.

For reserved capacity EDUs not actually used in the discharge of domestic sanitary wastewater during such quarter, the wastewater service charge shall consist of a fixed charge per EDU reserved of \$50 per quarter. Non-payment of such charge for 2 or more quarters shall result in loss of reserved capacity EDUs, or portion thereof, equal to the amount due and owing and customers shall be required to make such payment, plus interest at 1.5% per month, prior to connecting to the system, if such lost EDUs are not otherwise subscribed.

Wastewater Service Charge Payable by Owner of Improved Property Connected to Wastewater System: The wastewater service charge shall be payable by the owner of each improved property connected to the wastewater system commencing with the earlier of (a) the date of actual physical connection of an improved property to the wastewater system, or (b) Forty-five (45) days from the date indicated on the notice to connect.

(C) Indicates Change

Issued: XXXXXXXXXXXX

Effective: XXXXXXXXXXXX

Greene and Hamilton Townships and Letterkenny Township, Franklin County CONTINUED

(C)

The wastewater service charge applicable to any improved property connected to the wastewater system shall be calculated, imposed, and collected on the basis of EDUs reserved and metered usage as indicated below where accurate usage information is available. Where accurate usage information is not available, one of the other methods set forth below may be utilized in the sole discretion of the Company:

Metered Rate Basis:

Where accurate metered usage data is available, the wastewater service charge for customers connected to the wastewater system will be determined as follows:

Fixed Customer Charge: \$111.85 per month (includes the equivalent of one EDU of usage or 350 gallons per day applied to each monthly billing period, to be calculated as 350 times the number of days in the billing period); plus
Consumption Charge: \$15.44 per thousand gallons consumed in each month for the gallonage included in excess of the amount included in the fixed customer charge.

Calculation of Metered Consumption. Where the Customer purchases water from York Water Company, the Company will utilize York Water Company’s metered consumption as the basis for its charges. If the Customer is not served by York Water Company or if the Customer expects that its wastewater usage will differ significantly from its water usage, an approved meter (or meters) shall be installed by the Customer as directed by the Company, to meter water and/or wastewater usage as required to implement the Schedule of Rates listed herein. The meter shall be installed and kept in service so that all usage is recorded. Upon discovery of a meter interruption, the Company will issue a billing adjustment to be determined by the Company as appropriate and in its sole discretion, except as otherwise ordered by the Commission.

Where metered usage demonstrates that the owner of improved property has purchased EDU’s (and paid capacity allocation charges) representing more gallonage than is actually consumed or discharged, on average, for any consecutive twelve (12) month period, then the owner may request that the Company repurchase any such excess EDU’s. However, the Company shall be under no obligation to repurchase any EDU’s and shall do so only where demand for wastewater treatment plant capacity exceeds the then current supply. The repurchase price shall equal the lowest price paid by the owner for any EDU without discount or premium.

Flat Rate Basis:

Each owner of improved property and/or customer billed on a flat rate basis shall be charged a wastewater service charge as a specific amount per EDU applicable to such improved property, as determined by the Company, from time to time. The number of EDU’s applicable to each improved property shall be determined as follows:

Description of Improved Property	Unit of Measurement	Number of EDU’s per Unit of Measurement
Residential Dwelling (year-round or seasonal)	Each Dwelling Unit	1
Retail Store, Professional Office or other Commercial Enterprise	1 to 10 employees Each additional 10 employees or fraction thereof	1 1

(C) Indicates Change

Greene and Hamilton Townships and Letterkenny Township, Franklin County CONTINUED

(C)

Restaurant, Club, Tavern or Other Retail Food or Drink	1 to 10 customer seats Each additional 10 seats or fraction thereof	1 1
Automobile Service Station or Commercial Repair Shop	1 to 10 employees Each additional 10 employees or fraction thereof	1 1
Beauty Parlor or Barber Shop (whether or not attached to or part of a dwelling unit)	First Chair Each additional chair	1 1
Multiple Family Dwelling and Apartments	Each Dwelling Unit or Apartment	1
Any User having a Commercial Garbage Grinder (i.e., >1 hp)	Each garbage grinder Each additional garbage grinder	1 1
Laundromat	1 to 3 washing machines Each additional 3 machines or fraction thereof	1 1
Car Wash (can be in Addition to any other Facility)	1 or 2 bays Each additional bay	1 1
Educational / Institutional Establishment (including, but Not limited to Day Care Centers, Church Schools, and Health Care Facilities):		
without Cafeteria, Gym or Showers	Per each 50 persons or fraction thereof.	1
with Cafeteria, no Gym or Showers	Per each 40 persons or fraction thereof.	1
with Cafeteria and Showers	Per each 33 persons or fraction thereof.	1
Church (not including Parsonage, Kitchen or Social Hall Facilities)	Each property	1

(C) Indicates Change

Greene and Hamilton Townships and Letterkenny Township CONTINUED

(C)

Fire Company (not including Kitchen or Social Hall Facilities)	Each property	1
Social / Community Hall	Each property	1
Funeral Home	Each property	1
Post Office	Each property	1
Library	Each property	1
Industrial Establishment (no process wastewater)	1 to 10 employees or fraction thereof.	1
All other not mentioned above	To be determined by Company on a case-by-case basis	

The number of EDU's applicable to educational and institutional establishments shall be computed on the highest monthly average daily attendance of pupils (plus faculty, administrators, and staff) for the twelve (12) months preceding the date of the applicable billing period. The owners of such facilities shall be responsible for continuously advising the Company, in writing, of the number of pupils, faculty, administrators and staff in attendance, as an average daily figure, and at any other time upon written request by the Company.

The number of EDU's applicable to retail stores, professional offices and other commercial establishments shall be computed on the basis of the average number of full and part-time employees (including the owner(s) or employer(s)) for the **calendar quarter preceding the date of the quarter billing period**. The owners of such facilities upon written request shall be responsible for advising the Company, in writing, of the number of employees.

To the extent that the use of any improved property is not adequately described above, the Company may use appropriate guidelines for determining domestic sanitary wastewater flows as promulgated by the Pennsylvania Department of Environmental Protection, at 25 Pa. Code §73.17. Sewage flows, from time to time.

If the use or classification of any improved property is proposed to be changed by the owner, the owner shall notify the Company, in writing, thirty (30) days before such change is to take place, and the owner shall demonstrate to the Company that it owns sufficient EDU's to service the improved property after the proposed change. The Company shall allow no change of the use or classification, unless, in the sole discretion of the Company adequate EDU's are purchased by the owner and are allocated to the improved property.

If the use or classification of any improved property changes, within a **billing period**, the Company will prorate the wastewater service charge. The appropriate credit or additional charge will appear on the statement for the next succeeding billing period.

Flat Rate Charges: The monthly wastewater service charges for connected industrial and commercial customers shall be \$112 per EDU. The monthly wastewater service charge for connected residential customers shall be \$40 per EDU.

Estimated Rate Basis: The wastewater service charge may be based upon the Company's estimate of potable water consumed or domestic sanitary wastewater or industrial wastes discharged by any improved property in accordance with the metered rate schedule provided herein.

(C) Indicates Change

Greene and Hamilton Townships and Letterkenny Township CONTINUED

(C)

Wastewater Service Charge by Owner of Multiple Use Improved Property: In the case of multiple use improved property sharing a common connection to the wastewater system or a common structure, each such classification of improved property shall pay a separate wastewater service charge, as though it were housed in a separate structure and had a direct and separate connection to the wastewater system, computed in accordance with the provisions of this Part.

Strength of Waste Surcharge: A customer which discharges commercial or industrial wastes to the wastewater system having a B.O.D. greater than two hundred (200) milligrams per liter (mg/l), a suspended solids content greater than two hundred and forty (240) mg/l, a dissolved solids content greater than five hundred (560) mg/l, a total solids content greater than eight hundred (800) mg/l, a total phosphorus as P content greater than ten (10) mg/l or an ammonia nitrogen as N content greater than fifteen (15) mg/l, shall pay a strength of waste surcharge, computed in accordance with provisions of this Part, in addition to its applicable volume charge. The strength of the wastewater to be used for establishing the amount of this surcharge shall be determined periodically at the discretion of the Company either: by suitable sampling and analysis of such wastewaters for a consecutive three (3) day period during a time of normal business operation; or from estimates made by the Company; or from known relationships of products produced to strengths of such wastewaters for those commercial establishments and industries where such factors have been established.

In establishing such wastewater strengths for surcharge purposes by analysis, analyses shall be made in accordance with 40 CFR Part 136. The applicable surcharge will be to increase the otherwise applicable charges to the customer by the percentage by which the strength of the waste exceeds each measured parameter as set forth in this paragraph. Thus, for example, a B.O.D. of 400 mg/l will double the customer's rates. Owner and/or Customer to Provide Information to Company: The owner of any improved property and/or customer discharging wastewater into the wastewater system shall furnish to the Company all information deemed essential or appropriate by the Company for the determination of all applicable wastewater service charges and surcharges. The costs of obtaining such information shall be borne by such owner of the improved property and/or customer. In the event of the failure of the owner and/or customer to provide adequate information, the Company shall estimate the applicable wastewater service charge and surcharge based upon available information or until such time as adequate information is received. There shall be no rebate of past payment if the owner and/or customer refusal to provide such information results in overpayment.

Section C: Prohibited Infiltration/Inflow Waters Charge

The owner of an improved property who fails to repair or correct the defects causing infiltration/inflow waters to flow into the wastewater system within ninety (90) days, after having received proper notice from the Company, will be assessed a fine of one hundred dollars (\$100.00) per day, until such remedial action is completed.

Section D: Loss of Reserved Capacity EDUs to Customers Not Paying Applicable Wastewater Service Charges

Customers who reserved EDUs by paying the Reservation Fee specified in Section A of this Tariff but who fail to pay the continuing charges under Section B for two or more quarters will be deemed to have lost such reserved capacity EDUs and such reserved capacity EDUs may be made available to other customers for payment of the applicable charges. If reserved capacity EDUs are available, a customer who has been deemed to have lost reserved capacity EDUs may pay past due charges and applicable late payment charges and recover such reserved capacity EDUs that are still available.

Section E: Failure to Cleanup and Remedy Prohibited Discharges Charge

Failure of the owner of an improved property and/or customer to satisfactorily cleanup and remedy any prohibited discharge within twenty-four (24) hours will result in a fine of five hundred dollars (\$500.00) per day for each day the contamination exists. The owner and/or customer shall additionally be responsible for payment of the remedial cleanup costs, as well as any costs to or damages or losses suffered by the Company as a result of any interference in operation of the wastewater system.

(C) Indicates Change

PART II: DEFINITIONS (C)

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

1. Ammonia Nitrogen as N: Ammonia Nitrogen as determined by the procedure set forth in 40 CFR Part 136. (C)
 2. Annual Line Extension Cost: The sum of the Company's additional annual operating and maintenance costs, debt costs and depreciation charges associated with the construction, operation and maintenance of a line extension.
 3. Annual Revenue (for line extension purposes): The Company's expected additional annual revenue from a line extension based on the Company's currently effective tariff rates and average annual usage of Customers similar in nature and size to the bona fide service applicant.
 4. Applicant: A person, association, partnership, corporation, municipality, authority, state or federal governmental agency or other entity who applies to become a Customer of the Company in accordance with Part III, Section A, of this tariff.
 5. B.O.D. (Biochemical Oxygen Demand): The quantity of oxygen, expressed in mg/l, utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty (20) degrees centigrade. The standard laboratory procedure shall be that found in 40 CFR Part 136. (C)
 6. Bona Fide Service Applicant: A person or entity applying for wastewater service to an existing or proposed structure within the Company's certificated service territory for which a valid occupancy or building permit has been issued if the structure is either a primary residence of the applicant or a place of business. An applicant shall not be deemed a bona fide service applicant if:
 - (a) applicant is requesting wastewater service to a building lot, subdivision or a secondary residence;
 - (b) the request for service is part of a plan for the development of a residential dwelling or subdivision; or
 - (c) the applicant is requesting special utility service, as defined later in this section.
 7. Capacity Reservation fee: A fee charged by the Company for the allocation of capacity on a per EDU basis, as described in Part 1.
 8. Commission: The Pennsylvania Public Utility Commission.
 9. Company: The York Water Company and its duly authorized officers, agents and employees, each acting within the scope of his authority and employment.
 10. Company Lateral: The wastewater line from the collection facilities of the Company which connects to the Customer Lateral at the hypothetical or actual curb line or the actual property line.
- (C) Indicates Change

PART II: DEFINITIONS (Continued) (C)

11. Customer: A person or entity who is an owner, or occupant and who contracts with the Company for, or who takes or receives wastewater collection, treatment and/or disposal service without a contract.
12. Customer Lateral: The wastewater line extending from the end of the Company Lateral or connection to the point of connection at the Customer's premise.
13. Debt Costs: The Company's additional annual cost of debt associated with financing a line extension investment based on the current debt ratio and weighted long-term debt cost for the Company or that of a comparable jurisdictional wastewater utility.
14. Depreciation Charges: The Company's additional annual depreciation charges associated with a specific line extension investment to be made based on the current depreciation accrual rates for the Company or that of a comparable jurisdictional wastewater utility.
15. Domestic Wastewater: The liquid waste or liquid borne waste: (1) resulting from the non-commercial preparation, cooking and handling of food; (2) consisting of human excrement; or (3) consisting of wastewater, non-commercial laundering water, domestic housekeeping wastewater, and similar types of wastes from sanitary uses, whether generated in residences or sanitary facilities in commercial or industrial facilities, but does not include any storm water or ground water introduced from facilities such as roof leaders, sump pumps, floor drains or industrial wastewater. Domestic Wastewater includes sanitary wastes having suspended solids (SS) less than 300mg/L, 5 day Biochemical Oxygen Demand (BOD%) less than 300 mg/L, and a chlorine demand less than 25mg/L.
16. Dwelling Unit: A structure or dwelling intended to be occupied as a whole by one family.
17. Equivalent Dwelling Units (EDUs): For a commercial and/or industrial Customer the EDU is a measure based upon the estimated maximum daily wastewater flow for that type of business as calculated by the Department of Environmental Protection Regulation at 25 Pa. Code §73.17 divided by 350 gallons per day. 350 gallons per day is a typical estimated maximum daily wastewater flow from a single family unit.
18. Garbage: The solid wastes from domestic cooking and dispensing of food, and from the handling and storage of produce.
19. Garbage Properly Shredded: The term "Properly Shredded Garbage", as used herein, shall mean the wastes from the preparation, cooking, and dispensing of food that have been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch in dimension.
20. Grinder Pump: Any mechanical or powered device used to grind, macerate or fluidize garbage so that it can be discharged into the wastewater system of the Company.

(C) Indicates Change

PART II: DEFINITIONS (Continued) (C)

21. Improved Property: Any property upon which there is erected a structure intended for continuous habitation, occupancy, or use by human beings or animals, and from which structure domestic sanitary wastewater and/or commercial or industrial wastes shall be discharged. (C)
22. Industrial/Commercial Wastes: Any liquid, gaseous or water borne wastes from industrial processes or commercial establishments, as distinct from residential wastewater and does not meet the requirements of Section F.
23. Industrial/Commercial Waste Permit: A wastewater permit issued by the Company to an Industrial/Commercial user which discharges Industrial/Commercial Waste.
24. Industrial/Commercial Waste Pretreatment Program: A program established by the Company that requires industrial and commercial dischargers to monitor, test, treat and control, as necessary, pollutants in their wastewater prior to discharge into the Sanitary Sewer.
25. Infiltration: Any groundwater entering the Building Service Lines through defective joints and cracks in pipes. (C)
26. Inflow: Any water discharged into Building Service Lines from foundation and roof drains, floor drains, sump pumps, outdoor paved areas, cooling water from air conditioners, and unpolluted waters from commercial, educational, industrial, and institutional establishments. (C)
27. Interference: A discharge which, alone or in conjunction with a discharge from other sources, does the following: (C)
- a) Inhibits or disrupts the wastewater treatment facilities, its treatment processes, or operations, or its biosolids processes, use, or disposal.
 - b) Is a cause of a violation of a requirement of the Company's NPDES permit- including an increase in the magnitude or duration of a violation- or of the prevention of biosolids use or disposal in compliance with the following statutory provisions and regulations or permits issues there under- or more stringent State or local regulations:
 - 1) Section 405 of the Clean Water Act (33 U.S.C.A. § 1345).
 - 2) The Solid Waste Disposal Act (SWDA) (42 U.S.C.A. § § 6901-6987), including Title II, more commonly referred to as the Resource Conservation and Recovery Act of 1976 (RCRA).
 - 3) Regulations contained in the State's biosolids management plan prepared under Subtitle D of the SWDA, the Clean Air Act (42 U.S.C.A. § § 7401-7642), the Toxic Substances Control Act (15 U.S.C.A. § § 2601-2629), and the Marine Protection, Research, and Sanctuaries Act of 1972 (16 U.S.C.A. § § 1431-1434; 33 U.S.C.A. § § 1401, 1402, 1411-1421, and 1441-1445).
28. Line Extension: An addition to the Company's main line which is necessary to serve the premises of a Customer.
29. Main: The Company's pipe, excluding service connections, located in a public highway, street, alley or private right-of-way, which is used in transporting wastewater.

(C) Indicates Change

PART II: DEFINITIONS (Continued) (C)

30. Meter: Any device supplied by the Company, except as approved by the Commission, for the purpose of measuring water or wastewater consumption.
31. Multiple Use Improved Property: Any improved property upon which there shall exist any combination of a dwelling unit, commercial establishment, industrial establishment, educational establishment, or institutional establishment. (C)
32. Nonresidential Service: Wastewater service supplied to a commercial or industrial building, including a hotel or motel, or to a master-metered trailer park or development, or multi-tenant apartment building, or to any Customer who purchases wastewater service from the Company for the purpose of resale.
33. NPDES Permit: A permit or equivalent document or requirement issued by the Environment Protection Agency, or, if appropriate, by the Pennsylvania Department of Environmental Protection, to regulate the discharge of pollutants under Section 402 of the Clean Water Act (33 U.S.C.A. § 1342). (C)
34. Operating and Maintenance Costs (for line extension purposes): The Company's average annual operating and maintenance costs associated with serving an additional Customer, including Customer accounting, billing, collections, water purchased, power purchased, chemicals, and other variable costs based on the current total Company level of such costs, as well as costs particular to the specific needs of that Customer, such as line flushing.
35. pH: The logarithm of the reciprocal of the concentration of hydrogen ion, expressed in grams per liter of solution, indicating the degree of acidity or alkalinity of a substance. (C)
36. Pollutants: Dredged soil, solid waste, incinerator residue, filter backwash, wastewater, garbage, wastewater treatment biosolids, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural, commercial, and industrial wastes, and certain characteristics of wastewater. (C)
37. Pretreatment: The application of physical, chemical and/or biological processes to reduce the amount of pollutants in, or alter the nature of the polluting properties of, an industrial/commercial process wastewater prior to discharging such wastewater into the Sanitary Sewer.
38. Public Utility: Persons or corporations owning or operating equipment or facilities in this Commonwealth for water, electric, natural gas or wastewater collection, treatment, or disposal for the public for compensation.
39. Reserved Capacity EDU: Any EDU purchased or contracted to be purchased by any person or owner of unimproved property or improved property (for the further development or improvement of such property), which EDU has not been used to service any structure or improved property and remains available for use. (C)

(C) Indicates Change

PART II: DEFINITIONS (Continued) (C)

40. Residential Service: Wastewater service supplied to an individual, single-family residential dwelling unit, including service provided to a commercial establishment if concurrent service is provided to a residential dwelling attached thereto. Wastewater service provided to a hotel or motel is not considered residential service. (C)
41. Regulatory Agency: Agencies, including but not limited to the Commission, the Pennsylvania Department of Environmental Protection (DEP), U.S. Environmental Protection Agency (EPA), Susquehanna River Basin Commission (SRBC), and Interstate Commission of the Potomac River Basin (ICPRB), which have authority over the operations of and/or discharges into and/or from the Company's treatment facilities.
42. Sanitary Sewer: A sewer which carries sanitary wastewater and excludes storm, surface and ground water.
43. Septic Tank Waste: Waste containing only human excrement and gray water (household showers, dishwashing operations, etc.) from an on-lot system, and from holding tanks used in temporary situations and in vessels, campers, trailers, including chemical toilets. (C)
44. Sludge: The settleable solids separated from liquids during processing; the deposits of foreign materials on the bottoms of streams, other bodies of water, or on the bottoms and edges of wastewater collection lines. (C)
45. Slug Load or Slug Discharge: Any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in this tariff. A Slug Discharge is any Discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch Discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the Company's regulations, Local Limits, or Permit conditions.
46. Special Utility Service: Residential or business service which exceeds that required for ordinary residential purposes as defined in Section F.
47. Storm Sewer: A sewer which receives discharge from stormwater building sewers and/or carries off surface, subsurface, or stormwater from the buildings, ground, streets, or other areas, including street wash.
48. Suspended Solids: Solids that either float on the surface of, or are in suspension in water, wastewater, or other liquids, and which are largely removable by filtration.
49. Tariff: All of the service rates, rules and regulations issued by the Company, together with any supplements or revisions thereto, officially approved by the Commission and contained in this document.
50. Total Phosphorus as P: Total phosphorus as determined pursuant to the procedures set forth in 40 CFR Part 136. (C)

(C) Indicates Change

PART II: DEFINITIONS (Continued) (C)

51. Total Solids: Solids determined by evaporating at one hundred (100) degrees centigrade a mixed sample of wastewater as determined pursuant to the procedures set forth in 40 CFR Part 136. Total Solids include floating solids, suspended solids, settleable solids, and dissolved solids. (C)
- Suspended Solids: Total suspended matter that either floats on the surface of or is suspended in wastewater and that is removable by laboratory filtering as prescribed in 40 CFR Part 136.
 - Settleable Solids: Solids that settle in an Imhoff cone from a standard sample of wastewater.
 - Dissolved Solids: Solids that are dissolved in the wastewater which cannot be settled, but can be determined by evaporation.
52. Toxic Substances: Any substances whether gaseous, liquid or solid waste which, when discharged to a public sewer in sufficient quantities, will be detrimental to any biological wastewater treatment process, constitute a hazard to human beings or animals, inhibit aquatic life, or create a hazard to recreation in receiving waters of the effluent from a wastewater treatment plant, or as defined pursuant to PL 92-500 (Federal Water Pollution Control Act Amendments of 1972) or its amendments
53. Wastes: Any liquid, gaseous, or solid substances or combination thereof which are discarded, leached, or spilled substances or combination thereof including sanitary wastewater, but excluding storm-water.
54. Wastewater: A combination of the water-carried wastes from dwellings, commercial facilities, industrial facilities, and institutions, together with such ground, surface, and storm water as may be present in sanitary sewers, whether treated or untreated, in the Company's sewer system.
55. Wastewater System: All facilities, at any particular time, acquired, constructed, operated, and/or owned by the Company, for collecting, transporting, pumping, treating, and disposing of wastewater. (C)
56. Unimproved Property: Any property upon which there exists no structure intended for continuous or periodic habitation, occupancy, or use by human beings or animals. (C)

(C) Indicates Change

PART III: RULES AND REGULATIONS (Continued) (C)

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

3. Company Limitations: The Company will not be liable nor bound to increase wastewater treatment plant operations to accommodate industrial or commercial waste.
4. Specific Dangers: In general, any waste will be considered harmful to the Company wastewater system and any other facility if it may cause any of the following damaging effects:
 - (a) chemical reaction either directly or indirectly with the materials of construction of the system in such a manner as to impair the strength or durability of the sewer structures;
 - (b) mechanical action that will destroy the sewer structures;
 - (c) restriction of the hydraulic capacity of the sewer structures;
 - (d) restriction of the normal inspection or maintenance of the sewer structures;
 - (e) danger to public health and safety; or
 - (f) obnoxious condition contrary to public interest.

The Company may terminate service, pursuant to Section C of this tariff, if any of these specific dangers, or other dangers identified by the Company as being harmful to its system, are caused by the Customer.

Section L – Privilege to Investigate/Right of Access

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

Service Outside the Springfield Township and Shrewsbury Township Area. The Company will entertain requests for service from Customers located outside of the Springfield Township and Shrewsbury Township certificated area located in Shrewsbury Township. However, those Customers, in addition to the standard reservation and operating fees, will be subject to conditions enumerated under Section B, (Construction and Maintenance of Facilities), in this tariff and will receive service only if those Customers build and install main and connector lines to the Company's facilities at their own expense. (C)

(C) Indicates Change

Exhibit Q



The York Water Company

October 29, 2021

Dear Franklin County General Authority Customer:

The York Water Company recently entered into an agreement to purchase the water facilities and the wastewater facilities of the Franklin County General Authority (FCGA). York Water will apply to the Pennsylvania Public Utility Commission (PUC) for a Certificate of Public Convenience in order to serve the water and wastewater needs of your community. Following our applications with the PUC, you will be billed on a single bill for water and wastewater service by York Water. Once approved, our goal is to provide a smooth transition to FCGA's current water and sewer customers.

York Water will acquire and continue to use FCGA's water treatment plant and distribution system as well as FCGA's wastewater treatment plant and collection system. This includes acquiring the Letterkenny Reservoir which serves as storage for the FCGA water system. York Water will continue to meter your water usage to calculate your water bill, and your sewer bill will be based upon your water usage. While York Water will initially rely upon the existing water meters and metering technology, we intend to replace your water meter with one that is compatible with York Water's existing metering platform. Replacing the meter will include the installation of a state-of-the-art "Drive-by and Remote Radio Frequency" meter-reading system and verification of backflow prevention for each customer. This installation will be done at no cost to you. The water meter, meter-reading device and backflow preventer will remain York Water property. We expect approval from the PUC and transition to York Water service to be completed by April 2022.

As a current FCGA water and sewer customer, there is nothing you will need to do to initiate water service or sewer service, nor will you incur any additional costs. Once approved by the PUC you will receive a follow-up letter informing you of the transition date. Until that time, you are still customers of FCGA, and you should contact their office for any water-related or sewer-related questions.

Water Charges:

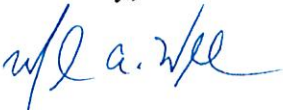
Once you become a customer of York Water, you will be charged for water based on our regular "Repumped System Rates" for water service. These are the same rates that our other 38,000 repump customers pay for water service. As an example, as a residential customer if you use 3,000 gallons of water per month your cost under York Water's rates will be \$40.58 per month, plus there may be a Distribution System Improvement Charge (DSIC) and a State Tax Adjustment Surcharge (STAS) which are currently 2.60% and 0.0% of your bill respectively. Water rates for our commercial customers and industrial customers are different than our residential customers. While the full tariff and rate schedule for York Water's water rates can be found at www.yorkwater.com, we attached an extract from our tariff for your convenience. Please note that the customer charge is based on the size of water meter serving your property.

Sewer Charges:

Once you become a customer of York Water, you will be charged for sewer based upon a customer charge and water consumption. This rate structure differs from FCGA's current rate structure. FCGA does not charge for sewer if there is no water consumption based upon the water meter reading. York Water's customer charge is assessed even if there is no registration through the water meter. For a residential sewer customer, York Water assesses a metered rate based on water consumption of \$40.00 for the first 4,000 gallons per month plus \$5.00 per 1,000 gallons over 4,000 gallons per month. As an example, as a residential sewer customer if you use 4,000 gallons of water or less per month your sewer cost under York Water's rates will be \$40.00 per month, plus there may be a State Tax Adjustment Surcharge (STAS) which is currently 0.0% of your bill. A residential customer using 6,000 gallons of water per month will pay \$40.00 plus \$5.00 X 2.0 for a total sewer bill of \$50.00 per month, plus there may be a State Tax Adjustment Surcharge (STAS) which is currently 0.0% of your bill. Sewer rates for our commercial customers and industrial customers are different than our residential customers. York Water assesses a metered rate based on water consumption of \$111.85 for the first 10,500 gallons of water per month plus \$15.44 per 1,000 gallons over 10,500 gallons per month. As an example, as a commercial or industrial customer if you use 10,000 gallons of water or less per month your cost under York Water's rates will be \$111.85 per month, plus there may be a State Tax Adjustment Surcharge (STAS) which is currently 0.0% of your bill. A commercial or industrial customer using 20,000 gallons of water per month will pay \$111.85 plus \$15.44 X 9.5 for a total sewer bill of \$258.53 per month, plus there may be a State Tax Adjustment Surcharge (STAS) which is currently 0.0% of your bill.

The York Water Company has been locally owned and operated since 1816. We now provide water/wastewater service to 51 municipalities in York, Adams and Franklin Counties and we look forward to providing the same superior service to our new water and sewer customers currently being served by FCGA. We have attached a general information letter, which responds to commonly asked questions. When the PA PUC approves the transfer, we will contact you with more detailed information on what it means to be a York Water customer. In the meantime, if you have any questions about this information or need additional information about the transition of water and sewer service through The York Water Company, please don't hesitate to contact me at markw@yorkwater.com or one of the Company's helpful customer service representatives at (717) 845-3601.

Sincerely,



Mark A. Wheeler
Chief Operating Officer

The York Water Company

FCGA Water and Sewer Project

October 29, 2021

Dear FCGA Water and Sewer Customer:

The York Water Company has entered into an agreement to purchase the FCGA water and sewer systems. Following are a few commonly asked questions:

1. Why did FCGA sell the water and sewer systems? One of the reasons that the systems are being sold is because environmental regulations are making it more difficult for small utility systems to operate. The members of the Franklin County General Authority reviewed their options and determined that selling the systems to The York Water Company is the best alternative for the long term needs of their customers.

2. When do I become a York Water customer? Probably not for another 5-6 months or so. We will send out a “Welcome Packet” when that date gets closer.

3. Who must hook up to the new systems? All current customers of FCGA will automatically become customers of The York Water Company.

4. What work must I do to hook up? Once we have approval from the PUC, we will contact you to make an appointment so that we can:

- 1) Inspect and exchange the water meter and inspect the backflow prevention device within your property.
- 2) Install a “Radio Frequency” meter reading device so that we can read your water meter without entering your property.

We will make an appointment to inspect and exchange the meter and inspect your backflow prevention and we will need to make sure somebody responsible is at the property so that when we turn the water service back on, you can check inside to make sure there are no leaks. We will do all of these activities at no cost to you. However, you will be responsible for ensuring that the water meter is accessible and protected from freezing weather and other possible damage.

5. I see York Water employees around the area, what are they doing? We will have workers and contractors that are marking the location of facilities and inventorying valves, service lines, meter pits, clean outs, etc. on both the water distribution and sanitary sewer collection systems.

6. Are there any water connection fees or sewer transfer fees? No.

7. How much does the water cost? We read your meters and bill you monthly. Your water bill will depend on how much water you use. York Water’s current monthly cost for a residential water customer is: \$16.25 customer charge plus \$8.111 per 1,000 gallons. So, if you use 3,000 gallons per month your cost with York Water rates will be $\$16.25 + (3 \times \$8.111) = \$40.58/\text{month}$. If you use 2,000 gallons per month your cost with York Water rates will be $\$16.25 + (2 \times \$8.111) = \$32.47/\text{month}$. In addition, your water bill may include a small Distribution System Improvement Charge (DSIC) and a State Tax Adjustment Surcharge (STAS) which currently add 2.60% and 0.0% respectively to your monthly water bill. Water rates for our commercial customers and industrial customers are different than our residential customers. While the full tariff and rate schedule for York Water’s water rates can be found at www.yorkwater.com,

we attached an extract from our tariff for your convenience. Please note that the customer charge is based on the size of water meter serving your property. Any future rate increases can only occur with the approval of the Pennsylvania Public Utility Commission. A copy of our rates and our Tariff may be found by visiting our web page at www.yorkwater.com.

8. How much does the sewer cost? Your sewer bill will be based upon the monthly water meter reading. Your sewer bill will depend on how much water you use. York Water assesses a metered rate based on water consumption of \$40.00 for the first 4,000 gallons per month plus \$5.00 per 1,000 gallons over 4,000 gallons per month. So, if you use 4,000 gallons per month or less your cost with York Water rates will be \$40.00. If you use 6,000 gallons per month your cost with York Water rates will be $\$40.00 + (\$5.0 \times 2.0) = \$50.00$ per month. In addition, your sewer bill may include a State Tax Adjustment Surcharge (STAS) which currently adds 0.0% to your monthly sewer bill.

Sewer rates for our commercial and industrial customers are different than our residential customers. York Water assesses a metered rate based on water consumption of \$111.85 for the first 10,500 gallons of water per month plus \$15.44 per 1,000 gallons over 10,500 gallons per month. As an example, as a commercial or industrial sewer customer if you use 10,500 gallons of water or less per month your cost under York Water's rates will be \$111.85 per month, plus there may be a State Tax Adjustment Surcharge (STAS) which is currently 0.0% of your bill. A commercial or industrial sewer customer using 20,000 gallons of water per month will pay $\$111.85 + (\$15.44 \times 9.5) = \$258.53$ per month, plus there may be a State Tax Adjustment Surcharge (STAS) which is currently 0.0% of your bill. Any future rate increases can only occur with the approval of the Pennsylvania Public Utility Commission. A copy of our rates and our Tariff may be found by visiting our web page at www.yorkwater.com.

9. Who do I call for information?

You will still be a FCGA customer for the next 5-6 months, so if you have any questions regarding your existing water or sewer service, you should contact them. If you want to talk about this project with York Water, you can contact our Customer Service Department at 717-845-3601 or toll free at 1-800-750-5561 or email to customer.service@yorkwater.com.

13. Rate Schedules (Continued)

Schedule "B" - Meter Rates (Continued)

Repumping System (Continued)

RATES

Customer Charges

Size of Meter	All Classes	
5/8"	\$16.25	(I)
3/4"	22.30	
1"	31.50	
1-1/2"	48.50	
2"	63.00	
3"	151.80	
4"	225.90	
6"	250.90	
8"	481.40	
10"	619.50	
12"	762.70	

Output Charges

Rate per 1,000 Gallons

	Residential		Commercial		Industrial	
Up to 5,000 Gallons Per Month	\$8.111	(I)	\$7.401	(I)	\$7.401	(I)
Next 45,000 Gallons Per Month	8.111	(I)	6.288	(I)	6.288	(I)
Next 1,950,000 Gallons Per Month	8.111	(I)	3.386	(I)	5.824	(I)
Over 2,000,000 Gallons Per Month	8.111	(I)	3.386	(I)	3.574	(I)

(I) Indicates Increase

Exhibit T

Amended and Restated Operation, Maintenance and Management Agreement
For Water and Sewer Facilities

This Amended and Restated Operation, Maintenance and Management Agreement (the "Agreement"), dated as of ~~March~~ ^{April} 20, 2015, between the Franklin County General Authority, organized and existing as a Pennsylvania Municipal Authority under the Pennsylvania Municipal Authorities Act, whose address is 5540 Coffey Avenue, Chambersburg, PA 17201 (the "FCGA"), and United Water Environmental Services Inc., a Delaware Company, having a principal place of business at 200 Old Hook Road, Harrington Park, NJ 07640 ("United Water").

RECITALS:

WHEREAS, the FCGA is the owner of two (2) sanitary sewage treatment and collection systems and a water transmission, treatment, reservoir, storage and distribution system and a water treatment plant backwash treatment facility, all as described in Schedule A to this Agreement (the "Facilities"); and

WHEREAS, United Water provides operation, management and maintenance services on behalf of the FCGA; and

WHEREAS, the Agreement is set to expire on November 30, 2013; and

WHEREAS the parties desire to extend the term for an additional five (5) year period and modify certain terms and conditions contained in the Agreement; and

WHEREAS, the parties have mutually agreed to amend and restate that certain Operation, Maintenance and Management Agreement dated as of December 1, 2008, as set forth herein; and

WHEREAS, the FCGA is authorized by law to enter into this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

Article 1 - Basic Services

1.01 Operation, Maintenance and Management. Effective as of January 1, 2015, or such other date mutually acceptable in writing to United Water and FCGA (the "Effective Date"), United Water will provide operation, maintenance and management of the Facilities within the design capabilities of the Facilities (the "Design Capabilities"), consistent with high quality private/municipal system standards. United Water shall perform all activities necessary to satisfy the requirements imposed on the Facilities by all state, local and federal requirements and all permits (the "Permits") applicable to the Facilities, copies of which are attached hereto as Schedule B. Operation of the wastewater treatment facility shall include treatment of bulk domestic sewage and wastes delivered from holding and septic tanks to wastewater treatment facility.

1.02 reserved

1.03 Staffing. United Water will provide sufficient employees of United Water as per current regulatory requirements, who shall be a properly certified, for the staffing of the Facilities for normal operations. United Water's staffing plan shall include multiple shifts when required to accommodate increased volume and/or production shifts. Backup services will be provided by United Water corporate personnel and computer services. In addition, United Water will be on call 24 hours per day, 7 days per week for emergency situations. United Water shall provide employees of United Water to provide all services required of United Water by this Agreement. It is the intent and understanding of the parties that United Water is an independent contractor. Nothing in this Agreement shall be construed to constitute United Water as the partner, employee or agent of FCGA. Each party shall be solely responsible for payment of compensation to its respective employees and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws in regard to such persons.

1.04 Reports and Records. United Water will prepare and co-sign all reports required by state and federal regulatory agencies, and will maintain other records deemed useful by United Water and FCGA to monitor and control the operation of the Facilities, including operating budgets, financial statements, management reports and annual Pennsylvania municipal authority filings.

1.05 Sludge Handling and Residuals Management. United Water will manage and dispose of sludge residuals and backwash generated at the Facilities in accordance with applicable law. United Water will operate all systems to manage solids settling, compaction, and percent solids concentration while minimizing odor production. United Water will pay all fines imposed on FCGA (including all attorneys' fees and expenses for contesting any fines or penalties) by any regulatory body in connection with the management, handling or disposal of sludge residuals or back wash provided the improper management, handling or disposal of sludge residuals or back wash is due to the negligent acts, errors or omissions or willful misconduct of United Water or its employees.

1.06 Laboratory Sampling and Analysis. United Water will perform monitoring, sampling, testing, laboratory analysis, and reporting as necessary for process control and full compliance with all state and federal regulations and permits, and provide a quality assurance/quality control program for sampling, testing and analysis. All testing necessary for compliance with permits and state and federal programs shall be performed by a certified laboratory.

1.07 Meters and Backflow Preventers. United Water shall keep the water meters that exist or are installed in the system, in good working order and repair in accordance with the installed meter manufacturer's maintenance recommendations and calibration tolerances. Meters and backflow preventers shall be the property of FCGA. Installation of new meters and backflow preventers when requested by FCGA will be considered an

out-of-scope service and Section 2.06 shall apply to compensate United Water for this work.

- 1.08 Billing and Collection. United Water will read all meters on a regular monthly basis, and shall provide the meter readings to FCGA. Monthly invoice billings will be prepared by FCGA and distributed to the users of the water and wastewater facilities, based on rates determined by the FCGA.
- 1.09 Technical Assistance. United Water will provide technical assistance to FCGA as needed as an included service in this contract on the following items, and on any other items that are considered technical assistance by mutual agreement of the parties: water/sewer rates, industrial influent standards/surcharge standards, capital improvements, insurance, customer relations, sizing of meters for customer demands, and grant applications/administration. United Water will also represent FCGA for any project such as infrastructure development that requires coordination with water and/or wastewater utilities. Should any of these services require Professional Engineering Services of United Water's Engineering Group it is agreed that these engineering costs will be paid for out of the engineering services portion of this Agreement as outlined in section 2.04 of this agreement.
- 1.10 Customer Support. United Water will assist FCGA in promoting growth and development within the Cumberland Valley Business Park by providing plant tours, brochures, and presentations to potential tenants, bill staffers, newsletters and other reasonable technical support for FCGA's marketing plan.
- 1.11 Operations and Maintenance Manuals. United Water will develop, update and maintain over the life of the Agreement, operations and maintenance and standard operating procedure manuals for start-up and shutdown procedures and operation and troubleshooting guidelines consistent with industry practices for all facilities. United Water will revise operations and maintenance and standard operating procedure manuals as new equipment or changes to the facilities occur over the life of the Agreement.
- 1.12 Emergency Preparedness/Drought Contingency Plans. United Water has prepared a written emergency response preparedness plan with the cooperation of FCGA liaison. The plan will be updated as necessary to meet the requirements of federal and state law for such contingency plans that will cover potential emergencies including, but not limited to, natural disaster, power failures, and water contamination. United Water has also prepared a drought contingency plan, which will be updated as necessary to meet the requirements of federal and state law. United Water will prepare and update as necessary all other documents required for the Facilities by applicable regulatory agencies. If engineering support is required, prior approval will be obtained from FCGA, and FCGA will pay for the cost of the engineering services.

- 1.13 Permits. United Water will be responsible for preparing and applying for all permit renewal applications, and maintaining in force all permits, licenses, certifications and approvals required by regulatory agencies to operate the facilities. FCGA shall give full cooperation to United Water in applying for, obtaining and maintaining in force all permits as required. All permit fees shall be the responsibility of FCGA.
- 1.14 OSHA Compliance. United Water shall comply with all OSHA employee safety requirements. United Water shall assign the administration of the OSHA Compliance program requirements and contingency planning to its Site Safety Coordinator. All personnel in general operation, area-specific and job-specific performance shall undergo mandatory OSHA safety training programs, and periodic refresher courses.
- 1.15 Maintenance and Repair Procedures and Programs. United Water shall implement basic operating procedures and place into operation computerized preventive maintenance and repair and process control programs, including documentation of operation and maintenance procedures conducted at the Facilities. Such records shall be available for inspection by the FCGA at all reasonable times. United Water will customize and fully implement computerized process control, maintenance and repair programs to protect equipment, tools, rolling stock, inventory and any capital investment in the facility consistent with industry practices, and to provide protection of all manufacturers' warranties. United Water's maintenance and repair program shall include an emergency repair plan to minimize the duration of any outages that could affect U.S. Army or their users' operations. United Water shall provide reasonable advance notice to the U.S. Army of any programmed shutdown, and immediate notice of any emergency shutdown of the Facilities.
- 1.16 Efficiency and Capital Improvements. A listing and amortization schedule of the efficiency improvements United Water financed during the initial term of the Agreement are described in Scheduled C attached. The schedule includes "pay out" amounts that are to be paid over a period of twenty (20) years. The FCGA will be obligated to pay the applicable "pay out" amount to United Water in the event the Agreement is not extended for a period totaling twenty (20) years or is terminated prior to twenty (20) years from the initial commencement date. For the purposes of this section the initial commencement date of this Agreement is September 1998 and the twenty (20) year "pay out" schedule be considered complete in May 2018, unless extended by mutual written consent of both parties.
- 1.17 Annual Capital Improvement Plan. United Water shall provide an annual capital improvement plan identifying capital expenditures that will be necessary over a twenty (20) year period at the Facilities for efficiency, safety, function and/or compliance with current and anticipated regulatory requirements, or as may be necessary for expansion of the Facilities. United Water shall provide a written description of the improvement(s), the justification for the improvement(s), budgetary cost estimates and recommended schedule.

- 1.18 Liaisons. United Water shall communicate with the FCGA liaison, designated pursuant to Section 3.01 (f) of this Agreement, regarding decisions and other matters related to the operation of the Facilities. In addition, United Water shall advise the FCGA and serve as the FCGA's liaison to regulatory agencies and customers in matters related to the operation of the Facilities.
- 1.19 Industrial Waste and Pretreatment Program. United Water will be responsible for monitoring customer compliance with FCGA's industrial discharge and pretreatment program and shall provide FCGA with such information as is necessary for FCGA to enforce its rules and regulations regarding pretreatment programs and industrial waste discharge against violators and to prosecute such violators. Failure of United Water to perform such duties in a reasonable manner shall eliminate United Water's right to claim the exception to liability and indemnity set forth in Section 5.01(a) with respect to such discharges.
- 1.20 Coordination with FCGA/Army service agreement. FCGA has entered into a service agreement with Letterkenny Army Depot ("LEAD Agreement") to provide water and sewer services to LEAD, a copy of which has been provided to United Water. United Water agrees to perform, on behalf of FCGA, those duties required by LEAD in the LEAD Agreement, and United Water further agrees to comply with all Federal Acquisition Regulations (FAR's), which are a part of the LEAD Agreement. To the extent that there is a conflict between this Agreement and the LEAD Agreement, the LEAD Agreement shall take precedence with respect to service to be provided to LEAD.

Article 2 - Additional Services

- 2.01 Additional Services. United Water shall provide additional services, including, but not limited to, leak detection/inflow studies, purchase of electric power to operate facilities, assistance in financing capital improvements for system replacements/expansion, and construction management ("Additional Services"), as and when requested by the FCGA. United Water will provide a detailed scope of work and cost estimate for such Additional Services to the FCGA, and written authorization to proceed shall be required by FCGA before such services are initiated.
- 2.02 Electricity. FCGA will be responsible for the cost of electric utilities necessary for the operation of the facilities under this Agreement.
- 2.03 Leak Repairs. FCGA will be responsible for any subcontracted costs associated with leak repairs. A leak repair to any part of the distribution or collection system may include leak response and mobilization, leak detection and location, and repair. Related leak repair activities shall include necessary clean up, grading, backfilling, paving, landscaping, demobilization, flushing and any other activity related to the repair of the leak. United Water will provide leak isolation, leak repair management, flushing and additional water production to meet customer demand or adequate fire production volume and any other non-subcontracted related activity at no cost to FCGA.

2.04 Engineering Services. If FCGA requests professional engineering services it will be billed at a 3.0 multiplier unless otherwise mutually agreed upon in writing by both parties. FCGA will not be responsible for engineering hours incurred by United Water unless FCGA has granted written approval, in advance, for the engineering services.

2.05 [Intentionally omitted.]

2.06 Out-of-Scope Projects, Inspection and Management Fees. Out of scope projects are not included in the Scope of Services provided by Company as outlined herein. Company will assist FCGA in obtaining or providing, or Company will obtain and provide with FCGA authorization, such out of scope projects so required and requested, and Company will be paid for such out of scope projects as provided for in Company's proposal, which will be fully executed by both parties prior to the start of any such out of scope projects.

2.07 Heating Fuel. United Water will pay all heating fuel costs.

Article 3 - Responsibilities of the FCGA

3.01 FCGA Responsibilities. As part of this Agreement, FCGA agrees to perform all functions and retain all responsibilities and obligations related to the Facilities not expressly assumed herein by United Water including, without limitation, the following:

- (a) FCGA shall promptly procure and continually maintain, in full force and effect, and in accordance with their respective terms, all guarantees, warranties, easements, permits, licenses, and other similar approvals and consents necessary to operate and maintain the Facilities as listed in Schedule A and received or granted to FCGA as owner of all Facilities and component parts thereof;
- (b) FCGA shall be responsible for expenditures for all Capital Improvements it deems necessary, unless otherwise agreed between the parties;
- (c) FCGA shall adopt and enforce all FCGA legislation and requirements, including, but not limited to sewer use ordinances and requirements, and the collection of all rates and fees, and changes pertaining to the Facilities;
- (d) FCGA shall, at all times, provide access to the Facilities for United Water, its agents, and employees; however, United Water shall comply with all U.S. Army security requirements in obtaining access to restricted areas;
- (e) FCGA shall be responsible for damage and liability to the Facilities or components thereof caused by flood, fire, Acts of God or other force majeure, civil disturbance, unexploded ordinances, hazardous wastes or misuse of property caused other than solely by the negligent acts, errors, or omissions or willful misconduct of United Water or its employees;

- (f) FCGA shall designate an individual to act as liaison with United Water in connection with the performance of services by United Water under this Agreement.

Article 4 - Fees, Costs and Expenses

- 4.01 Basic Services. United Water will assume responsibility for the cost of the Basic Services set out in Article 1 to operate the Facilities and to maximize the service life of the equipment, vehicles, and Facilities, including, but not limited to, the expense of United Water personnel, fuels, chemicals, and consumable supplies.
- 4.02 Expenses for Maintenance and Repair. United Water will assume responsibility for the expenses incurred in the preventive and corrective maintenance and repair of the Facilities, including replacement parts and equipment, contracted services, materials, and supplies that do not constitute capital improvements. Capital improvements means improvements to the Facilities that (a) have a five year or greater useful life, (b) are non-consumable in nature, (c) constitute a permanent part of the Facilities or are a major repair which significantly extends equipment or facility service life, or (d) cost more than three thousand five-hundred dollars (\$3,500).
- 4.03 Service Fee. As compensation for the Basic Services rendered by United Water, FCGA shall pay United Water on the first of each month effective as of January 1, 2015, and thereafter during the term of this Agreement, the sum of \$51,414.93 per month, subject to the adjustments described herein (the "Service Fee").
- 4.04 Annual Adjustment to the Service Fee. The monthly compensation for Basic Services provided in Section 4.03 shall remain fixed for 2015. Effective January 1, 2016, the Service Fee shall increase and will be one hundred one percent (101%) of the Service Fee for 2015; effective January 1, 2017, the Service Fee shall be one hundred two percent (102%) of the Service Fee for 2016; and effective January 1, 2018, the Service Fee shall be one hundred three percent (103%) of the Service Fee for 2017.
- 4.05 Changes in Flows/Loadings. The Service Fee may be adjusted at any time by a mutually acceptable amount for changes in costs incurred by United Water to account for increases in flows and/or loadings, increases in staffing to multiple shifts when required to accommodate increased volume and/or production shifts, and changes in regulatory requirements, including, but not limited to, such changes which are set forth in amendments, revisions, or replacements of the Permits.
- 4.06 Additional Adjustments. The monthly compensation for Basic Services may be adjusted at any time by a mutually acceptable amount to cover additional operation, maintenance and repair costs and expenses, as may be required by any regulatory agencies (including a changes in the Permits) or required as a result of flood, fire, Act of God or other force majeure event, or civil disturbance, strike, presence of hazardous wastes as defined by the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., as amended, and the

Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. 9601, et seq., or similar federal, state, or local environmental legislation, the discovery of unexploded ordinances, receipt of influent outside of the Design Capabilities of the Wastewater facility or Raw Water outside of the Design Capabilities of the Water facility, or a change in law or regulations, or other events or circumstance beyond United Water's reasonable control (collectively, "Uncontrollable Circumstances").

4.07 Changes in Facilities. The monthly compensation for Basic Services may be adjusted at any time by a mutually acceptable amount for changes in costs incurred by United Water due to the addition or removal of Facilities, as defined in Schedule A, to the project.

4.08 Additional Services. Should the need for these services arise, United Water shall be compensated at a rate or rates mutually acceptable to FCGA and United Water as described in sections 2.04 and 2.06 of this agreement.

4.09 Late Payments. Any payments not received by United Water within sixty (60) days from the date due and payable as set out in this Agreement or otherwise on the date of any invoice shall carry interest at the rate in accordance with Pennsylvania Law.

Article 5 - Liability and Indemnity

5.01 Regulatory Compliance. Subject to the limitations of this Section 5.01, Uncontrollable Circumstances and the Design Capabilities of the Facilities, United Water shall operate the Facilities in compliance with current state and federal regulatory requirements and all applicable Permits. In addition, United Water agrees to perform, on behalf of FCGA, those duties imposed on FCGA by the Department of the Army in the water and sewer service agreement with respect to compliance with the applicable statutes and regulations set forth in the water and sewer service agreement together with all applicable Federal Acquisition Regulations (FAR's). United Water will pay all fines imposed on FCGA for process upsets, violation of discharge limits, and violation of Permits, including all attorney fees and expenses for contesting any fine or penalty unless such process upsets or violations are attributable to:

[a] With respect to the Sewer Facilities:

(i) Discharges to the Facilities in violation of FCGA Ordinances;

(ii) Wastewater, including, but not limited to, soluble oils, heavy metals, excessive suspended solids, and excessive organic loadings which are not within the Design Capabilities of the Facilities or which cannot, within the Design Capabilities of the Facilities, be treated to the degree required by the Discharge Permit or other applicable state and federal regulations or laws, as amended from time to time;

[b] With respect to the Water Facilities:

(i) Receipt of Raw Water outside of the Water Facilities Design Capabilities or which cannot, within the Design Capabilities of the facilities, be treated to the degree required by the Permit or other applicable state and federal regulations or laws as amended from time to time.

[c] With respect to all Facilities:

[d] The malfunction or failure of equipment that is not due to the negligent acts, errors, or omissions or willful misconduct of United Water or its employees.

5.02 Limitations of Liability. Neither FCGA nor United Water shall be liable for indirect, incidental, or consequential damages, including, but not limited to, loss of profits or revenue and loss of Facilities, whether such loss arises out of any error or agreement, or is based upon contract, negligence, or any other cause of action.

5.03 Performance of Duties and Obligations. United Water shall exercise due care in performing its obligations and duties under this Agreement normally and reasonably provided with respect to similar contract services consistent with high quality private/municipal system standards. United Water shall not be liable for any claim, damage, cost, or expense (including attorney fees) caused by malfunction or failure of the Facilities or any component thereof or other liability or loss not directly caused by the negligent acts, errors, or omissions or willful misconduct of United Water or its employees.

5.04 Indemnification. United Water shall indemnify, protect, and hold FCGA, its Board Members, Officers, employees, and agents harmless from and against all liability, claims, demands, losses, damages, costs, or expenses caused by malfunction or failure of the Facilities or any components thereof or other liability or loss, including injury, death, or damages to any person or property, related in any way to the performance of this Agreement to the extent such liability, claims, demands, losses, damages, costs, or expenses are caused directly by the negligent acts, errors, or omissions, or the willful misconduct of United Water. This provision shall survive the termination of this Agreement.

5.05 Indemnification of United Water. FCGA shall indemnify, protect, and hold United Water, its employees, and agents harmless from and against all liability, claims, demands, losses, damages, costs, or expenses (including attorney fees) related in any way to the performance of this Agreement or the operation of the Facilities to the extent such liability, claims, demands, losses, damages, costs, or expenses are caused directly by the negligent acts, errors, or omissions, or the willful misconduct of FCGA. This provision shall survive the termination of this Agreement.

5.06 Uncontrollable Circumstances. United Water shall not be liable for its failure to perform or for delay in performance, of its obligations hereunder when due to an Uncontrollable

Circumstance or force majeure occurrence (collectively, "Occurrence"); provided that United Water shall notify FCGA, with reasonable promptness after becoming aware of any such occurrence, and of the commencement and the cessation of such occurrence. Whenever an occurrence shall occur, United Water shall resume performance under this Agreement as soon as reasonably possible. At the conclusion of any such occurrence, the obligations of United Water shall resume in full force and effect. In the event of an occurrence, United Water shall use reasonable efforts to operate the facility but shall not be liable for fines, penalties, or claims of any nature arising from or relating to the occurrence

Article 6 — Insurance

6.01 United Water Insurance. United Water will provide and maintain at all times during the term of this Agreement the following minimum insurance coverages:

- (a) Workers Compensation Insurance in compliance with the statutes of the Commonwealth of Pennsylvania that has jurisdiction of United Water employees engaged in the performance of services hereunder;
- (b) General Liability Insurance with a minimum combined single limit of Five Million Dollars (\$5,000,000) per occurrence, Ten Million (\$10,000,000) aggregate, including the broad form property damage endorsement;
- (c) Automobile Liability Insurance (owned, non-owned, or hired units) with a minimum combined single coverage limit of One Million Dollars (\$1,000,000);
- (d) Pollution Liability Insurance with a minimum combined single limit per occurrence and aggregate of Five Million Dollars (\$5,000,000);
- (e) Professional Liability Insurance with a minimum combined single limit per occurrence and aggregate of Five Million Dollars (\$5,000,000);
- (f) United Water can elect One Million Dollars (\$1,000,000) primary insurance for above limits with an umbrella for any excess.

United Water will furnish the FCGA with Certificates of Insurance, including FCGA as additional insured, as evidence that policies providing the required coverages and limits are in full force and effect. United Water shall provide FCGA with no less than thirty (30) days advance notice of cancellation, termination, or material alteration.

6.02 FCGA Insurance. FCGA shall maintain, in full force and effect, all existing policies of property and general liability insurance pertaining to the Facilities. FCGA will provide and maintain at all times during the term of this Agreement the following minimum insurance coverages:

- (a) Workers Compensation Insurance in compliance with the statutes of the Commonwealth of Pennsylvania that has jurisdiction of FCGA employees engaged in the performance of services hereunder;
- (b) General Liability Insurance with a minimum of One Million Dollars (\$1,000,000) per occurrence, One Hundred Thousand (\$100,000) for fire damage, Five Thousand Dollars (\$5,000) per person for Medical Expenses, One Million Dollars (\$1,000,000) for Personal & Advanced Injury, Two Million Dollars (\$2,000,000) General Aggregate;
- (c) Automobile Liability Insurance (hired or non-owned vehicles) with a combined single limit coverage limit of One Million Dollars (\$1,000,000);
- (d) Excess Liability (umbrella form) of Five Million Dollars (\$5,000,000) per occurrence;
- (e) Public Entity Management Liability of One Million Dollars (\$1,000,000) per wrongful act; One Million Dollar (\$1,000,000) total limit with a twenty-five hundred dollar (\$2,500) each wrongful act deductible.
- (f) FCGA shall procure and maintain fire, property, and boiler and machinery insurance, on an all risk basis, on the System, in amounts equal to 100% of the value of their repair or replacement. The FCGA to provide United Water a waiver of subrogation on behalf of itself and its insurance carriers.

FCGA shall furnish United Water with Certificates of Insurance as evidence that such policies are in full force and effect. Such policies shall provide that no less than thirty (30) days advance notice of cancellation, termination, or alteration shall be sent directly to United Water and the FCGA.

6.03 Performance Guarantee. United Water will provide FCGA with a performance bond in the amount equal to one (1) year (12 months) of the sixty (60) month fee. This bond shall be renewed annually for the full five (5) years of this Agreement and the amount will be adjusted annually to equal the annual amount of the service fee. Neither non-renewal by the surety, nor failure or inability of the Company to file a performance bond for subsequent terms under this Agreement shall constitute a loss to the surety recoverable under the bond.

Article 7 - Term of Agreement

7.01 Term. This Agreement shall remain in full force and effect for five (5) years from the Effective Date.

7.02 Extensions. The term of this Agreement may be extended for additional terms as mutually agreed upon by both parties on terms and conditions mutually agreeable between the parties. If requested by FCGA, United Water agrees to meet not later than 120 days

prior to the end of each term of this Agreement in order to negotiate an extension to this Agreement on mutually agreeable terms. Neither party will be obligated to renew or extend this Agreement.

Article 8 - Termination

8.01 Termination by FCGA. This Agreement may be terminated by FCGA upon the breach of this Agreement by United Water, provided that FCGA shall give United Water prior written notice of the breach and United Water has not commenced and continued to pursue reasonable commercial steps to cure any such breach within thirty (30) days after notice.

8.02 Termination by United Water. United Water may terminate this Agreement upon the breach of this Agreement by FCGA, provided that United Water shall give FCGA prior written notice of the breach and FCGA has not within thirty days commenced and continued to pursue reasonable commercial steps to cure. Provided further, notwithstanding the foregoing, that United Water will have the right to terminate this Agreement in the event of the failure of FCGA to make any payment due and payable under this Agreement, unless such payment is made within thirty (30) days after written demand therefor is received by FCGA from United Water.

8.03 Termination Without Cause. This Agreement may be terminated by either the FCGA or United Water without cause by giving ninety (90) days written notice to the other party.

8.04 Unamortized Start-Up Costs and Efficiency Investments. The parties acknowledge that United Water's recovery of its Start-up Costs and Efficiency Investments in the Service Fee is based on a 20-year amortization period. Accordingly, in the event of the termination of the Agreement at any time, and for any reason, before such costs and investments are fully amortized, the FCGA will pay to United Water within ninety (90) days of any such termination the then remaining unamortized amounts of such costs and investments, as set out in Schedule C attached.

8.05 Continuing Service. In the event of any termination by FCGA, United Water will continue providing service under the terms of this Agreement for up to ninety (90) days at the discretion of FCGA and United Water shall continue to receive its then current monthly service fee for providing such service.

Article 9 - Miscellaneous

9.01 Proprietary Rights. All facility records, data, software, and information, including, but not limited to, operation reports, laboratory data, and budgetary and financial information shall remain the property of the FCGA. All operating procedure guidelines, preventive maintenance and safety programs, and plant evaluation reports shall, upon termination of this Agreement, remain the property of the FCGA.

- 9.02 United Water Equipment. Any temporary or portable equipment which is provided by United Water during the term of this Agreement and which is not deemed part of the Facilities shall remain the property of United Water upon termination of this Agreement. United Water shall not make any capital replacements of the Facilities or any component thereof without the prior written approval of the FCGA.
- 9.03 Assignment. This Agreement may not be assigned by either party hereto; provided that United Water may assign this Agreement: a) to a parent, subsidiary, related or affiliated corporation so long as such corporation assumes United Water's obligations hereunder; or b) in connection with a merger or consolidation involving United Water or a sale of substantially all its assets to the surviving corporation or purchaser as the case may be, so long as such assignee assumes United Water's obligations thereunder.
- 9.04 Entire Agreement. This Agreement for Contract Operations represents the entire agreement of the parties and may only be modified or amended in writing signed by both parties.
- 9.05 Notices. Written notices required to be given under this Agreement shall be deemed given when mailed by first class mail to United Water, Attention: Nadine Leslie, President, and to FCGA, to its Executive Director at the addresses set forth for each in the opening paragraph of this Agreement.
- 9.06 Claims and Rights. No waiver, discharge, or renunciation of any claim or right of United Water arising out of breach of this Agreement by FCGA shall be effective unless in writing signed by United Water and supported by separate consideration.
- 9.07 Captions. The captions or headings of the various Articles and Sections of the Agreement are for convenience only and they shall be ignored in interpreting this Agreement.
- 9.08 Governing Law. This Agreement shall be deemed to have been made in Franklin County, Pennsylvania, and shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.
- 9.09 Alternative Dispute Resolution. The parties agree that if, at any time, any dispute shall arise with respect to the terms and conditions of this Agreement, or any other controversy or claim arising out of or relating to this Agreement, or the breach thereof, the matter in dispute shall be referred to a mediator. An individual possessing the requisite knowledge, background, and experience in alternative dispute resolution shall be the chosen mediator by mutual agreement of the parties. If the parties cannot agree upon a mediator, the parties will seek the services of a mediation service and a mediator will be appointed at random. Costs for the mediator shall be shared equally by the parties. The decision or award of the mediator shall be non-binding among the parties unless otherwise mutually agreed upon by the parties. Mediation shall occur within sixty (60) days from the date either party makes the request for Appointment of a mediator unless the parties mutually agree upon an extension.

In the event that either party is not satisfied with the result of the mediation decision or award, and controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties hereby reserve the right to seek any and all legal and/or equitable relief which may be afforded pursuant to the law of the Commonwealth of Pennsylvania.

9.10 Authority to Contract. Pursuant to section 8.02, each party warrants and represents that it has authority to enter into this Agreement. FCGA warrants, represents, and certifies that it has appropriate funds available for payments to United Water required by this Agreement. If FCGA is unable to provide appropriate funds, United Water shall have the option of terminating this Agreement.

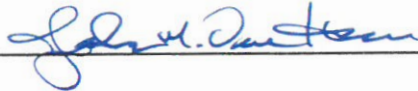
9.11 Modifications. This Agreement may not be modified or amended except in writing, signed by both parties and which expressly states that it is intended to modify or amend this Agreement.

IN WITNESS WHEREOF, United Water, by its duly authorized Officer, and the FCGA, by its duly authorized Officers, have executed this Agreement as of the date and year first above written.

Franklin County General Authority

United Water Environmental Services Inc.

By: _____



By: _____



Nadine Leslie, President

SCHEDULE A

Facility Descriptions

The following are descriptions of the facilities to be properly operated and maintained by United Water within the scope of services as described in Article 1:

1.) Domestic Wastewater Collection and Treatment Systems -

- A. South Patrol Road Wastewater Treatment plant currently known as Building 2326 - 0.5 MGD design flow
- B. Rocket Road Wastewater Treatment plant currently known as Building 3813 - 8,000 GPD design flow
- C. Approximately 14 miles of main collection lines, lateral lines and outfall' lines.
- D. 10 Pumping Stations
 - 1. 190
 - 2. 233
 - 3. 352
 - 4. 370-1
 - 5. 508-B
 - 6. 49
 - 7. 431-1
 - 8. 641
 - 9. 331-1

2.) Drinking Water Treatment, Storage and Distribution Systems-

- A. FCGA Water Treatment plant currently known as Building 554 and booster pump house currently known as Building 558 and Prechlorination Building currently known as Building 559 and backwash treatment facility.
- B. Two elevated water storage towers:
 - 1. Known as Building 534 - 300,000 Gallons capacity

2. Known as Building 3748 - 300,000 Gallons capacity

C. Two underground storage reservoirs:

1. Known as Building 555 - 1 million Gallons capacity

2. Known as Building 556 - 1 million Gallons capacity

D. Approximately 44 miles of main and lateral water distribution system.

3.) Reservoir and Transmission Lines

A. Letterkenny Reservoir and dam located at Roxbury, PA.

B. Approximately 10 miles of raw water transmission lines and corresponding rights-of-way.

Schedule B

Permits:

- A. NPDES Permit # 0030597 - South Patrol Road WWTP Issued 4/1/2011, Expires 3/31/16
- B. NPDES Permit # 0044521 - Rocket Road WWTP Issued 9/1/08, Expired 8/31/13, renewal sent to State on 2/22/13
- C. Public Water Supply Permit- (PWSIO 7280054) # 2889509 Issued 2008, expires 12/31/2019
- D. NPDES Permit # PA 0246760 - Backwash Treatment Facility Issued 12/1/09, expires 11/30/14, renewal send to State on 3/31/14

SCHEDULE C

Startup tasks and Efficiency Improvements & Amortization Schedule

The following is a list of the startup tasks and efficiency improvements that United Water financed for the FCGA during the initial term of the original Agreement, with an initial commencement date of September 1998. These improvements and services have been incorporated into the Service Fee and have been amortized over a period of twenty years. The total value of the Startup Tasks & Efficiency Improvements is \$385,000 and consisted of the following:

- A) Startup tasks
 - 1. Startup tasks
 - 2. Concession Yee
 - 3. Water Meter Project

- B) Efficiency Improvements
 - 1. PS Upgrades
 - 2. Aeration modifications
 - 3. Chemical feeds

Schedule C (Continued)

Amortization Schedule

FCGA-STARTUP COSTS & EFFICIENCY IMPROVEMENTS

Compounding Period

.....

Nominal Annual Rate

Effective Annual Rate

Periodic Rate

Equivalent Daily Rate

CASH FLOW DATA

Event	Date	Amount	#	Period	End-Date
1 Loan	9/1/98	\$385,000.00	1		
2 Payment	10/1/98	\$1060.00	23	Monthly	08/01/00
3 Payment	09/01/00	\$1385.00	3	Monthly	11/01/00
4 Payment	12/01/00	\$1665.72	214	Monthly	05/01/18
5 Payment	05/01/18	\$665.88	1	Monthly	06/01/18

AMORTIZATION SCHEDULE-Normal Amortization

Loan 09/01/1998

\$385,000

Payment #	Date	Payment	Interest	Principal	Balance
1	10/1/1998	\$1,060.00	\$0.00	\$1,060.00	\$383,940.00
2	11/1/1998	\$1,060.00	\$0.00	\$1,060.00	\$382,880.00
3	12/1/1998	\$1,060.00	\$0.00	\$1,060.00	\$381,820.00
4	1/1/1999	\$1,060.00	\$0.00	\$1,060.00	\$380,760.00
5	2/1/1999	\$1,060.00	\$0.00	\$1,060.00	\$379,700.00
6	3/1/1999	\$1,060.00	\$0.00	\$1,060.00	\$378,640.00
7	4/1/1999	\$1,060.00	\$0.00	\$1,060.00	\$377,580.00
8	5/1/1999	\$1,060.00	\$0.00	\$1,060.00	\$376,520.00
9	6/1/1999	\$1,060.00	\$0.00	\$1,060.00	\$375,460.00
10	7/1/1999	\$1,060.00	\$0.00	\$1,060.00	\$374,400.00
11	8/1/1999	\$1,060.00	\$0.00	\$1,060.00	\$373,340.00
12	9/1/1999	\$1,060.00	\$0.00	\$1,060.00	\$372,280.00
1999 Totals		\$12,720.00	\$0.00	\$12,720.00	
Payment #	Date	Payment	Interest	Principal	Balance
13	10/1/1999	\$1,060.00	\$0.00	\$1,060.00	\$371,220.00
14	11/1/1999	\$1,060.00	\$0.00	\$1,060.00	\$370,160.00
15	12/1/1999	\$1,060.00	\$0.00	\$1,060.00	\$369,100.00
16	1/1/2000	\$1,060.00	\$0.00	\$1,060.00	\$368,040.00
17	2/1/2000	\$1,060.00	\$0.00	\$1,060.00	\$366,980.00
18	3/1/2000	\$1,060.00	\$0.00	\$1,060.00	\$365,920.00
19	4/1/2000	\$1,060.00	\$0.00	\$1,060.00	\$364,860.00
20	5/1/2000	\$1,060.00	\$0.00	\$1,060.00	\$363,800.00
21	6/1/2000	\$1,060.00	\$0.00	\$1,060.00	\$362,740.00
22	7/1/2000	\$1,060.00	\$0.00	\$1,060.00	\$361,680.00
23	8/1/2000	\$1,060.00	\$0.00	\$1,060.00	\$360,620.00
24	9/1/2000	\$1,385.00	\$0.00	\$1,385.00	\$359,235.00
2000 Totals		\$13,045.00	\$0.00	\$13,045.00	
Payment #	Date	Payment	Interest	Principal	Balance
25	10/1/2000	\$1,385.00	\$0.00	\$1,385.00	\$357,850.00
26	11/1/2000	\$1,385.00	\$0.00	\$1,385.00	\$356,465.00
27	12/1/2000	\$1,665.72	\$0.00	\$1,665.72	\$354,799.28
28	1/1/2001	\$1,665.72	\$0.00	\$1,665.72	\$353,133.56
29	2/1/2001	\$1,665.72	\$0.00	\$1,665.72	\$351,467.84
30	3/1/2001	\$1,665.72	\$0.00	\$1,665.72	\$349,802.12
31	4/1/2001	\$1,665.72	\$0.00	\$1,665.72	\$348,136.40
32	5/1/2001	\$1,665.72	\$0.00	\$1,665.72	\$346,470.68
33	6/1/2001	\$1,665.72	\$0.00	\$1,665.72	\$344,804.96
34	7/1/2001	\$1,665.72	\$0.00	\$1,665.72	\$343,139.24
35	8/1/2001	\$1,665.72	\$0.00	\$1,665.72	\$341,473.52
36	9/1/2001	\$1,665.72	\$0.00	\$1,665.72	\$339,807.80
2001 Totals		\$19,427.20	\$0.00	\$19,427.20	

Payment #	Date	Payment	Interest	Principal	Balance
37	10/1/2001	\$1,665.72	\$0.00	\$1,665.72	\$338,142.08
38	11/1/2001	\$1,665.72	\$0.00	\$1,665.72	\$336,476.36
39	12/1/2001	\$1,665.72	\$0.00	\$1,665.72	\$334,810.64
40	1/1/2002	\$1,665.72	\$0.00	\$1,665.72	\$333,144.92
41	2/1/2002	\$1,665.72	\$0.00	\$1,665.72	\$331,479.20
42	3/1/2002	\$1,665.72	\$0.00	\$1,665.72	\$329,813.48
43	4/1/2002	\$1,665.72	\$0.00	\$1,665.72	\$328,147.76
44	5/1/2002	\$1,665.72	\$0.00	\$1,665.72	\$326,482.04
45	6/1/2002	\$1,665.72	\$0.00	\$1,665.72	\$324,816.32
46	7/1/2002	\$1,665.72	\$0.00	\$1,665.72	\$323,150.60
47	8/1/2002	\$1,665.72	\$0.00	\$1,665.72	\$321,484.88
48	9/1/2002	\$1,665.72	\$0.00	\$1,665.72	\$319,819.16
2002 Totals		\$19,988.64	\$0.00	\$19,988.64	
Payment #	Date	Payment	Interest	Principal	Balance
49	10/1/2002	\$1,665.72	\$0.00	\$1,665.72	\$318,153.44
50	11/1/2002	\$1,665.72	\$0.00	\$1,665.72	\$316,487.72
51	12/1/2002	\$1,665.72	\$0.00	\$1,665.72	\$314,822.00
52	1/1/2003	\$1,665.72	\$0.00	\$1,665.72	\$313,156.28
53	2/1/2003	\$1,665.72	\$0.00	\$1,665.72	\$311,490.56
54	3/1/2003	\$1,665.72	\$0.00	\$1,665.72	\$309,824.84
55	4/1/2003	\$1,665.72	\$0.00	\$1,665.72	\$308,159.12
56	5/1/2003	\$1,665.72	\$0.00	\$1,665.72	\$306,493.40
57	6/1/2003	\$1,665.72	\$0.00	\$1,665.72	\$304,827.68
58	7/1/2003	\$1,665.72	\$0.00	\$1,665.72	\$303,161.96
59	8/1/2003	\$1,665.72	\$0.00	\$1,665.72	\$301,496.24
60	9/1/2003	\$1,665.72	\$0.00	\$1,665.72	\$299,830.52
2003 Totals		\$19,988.64	\$0.00	\$19,988.64	
Payment #	Date	Payment	Interest	Principal	Balance
61	10/1/2003	\$1,665.72	\$0.00	\$1,665.72	\$298,164.80
62	11/1/2003	\$1,665.72	\$0.00	\$1,665.72	\$296,499.08
63	12/1/2003	\$1,665.72	\$0.00	\$1,665.72	\$294,833.36
64	1/1/2004	\$1,665.72	\$0.00	\$1,665.72	\$293,167.64
65	2/1/2004	\$1,665.72	\$0.00	\$1,665.72	\$291,501.92
66	3/1/2004	\$1,665.72	\$0.00	\$1,665.72	\$289,836.20
67	4/1/2004	\$1,665.72	\$0.00	\$1,665.72	\$288,170.48
68	5/1/2004	\$1,665.72	\$0.00	\$1,665.72	\$286,504.76
69	6/1/2004	\$1,665.72	\$0.00	\$1,665.72	\$284,839.04
70	7/1/2004	\$1,665.72	\$0.00	\$1,665.72	\$283,173.32
71	8/1/2004	\$1,665.72	\$0.00	\$1,665.72	\$281,507.60
72	9/1/2004	\$1,665.72	\$0.00	\$1,665.72	\$279,841.88
2004 Totals		\$19,988.64	\$0.00	\$19,988.64	

Payment #	Date	Payment	Interest	Principal	Balance
73	10/1/2004	\$1,727.35	\$0.00	\$1,727.35	\$278,114.53
74	11/1/2004	\$1,727.35	\$0.00	\$1,727.35	\$276,387.18
75	12/1/2004	\$1,727.35	\$0.00	\$1,727.35	\$274,659.83
76	1/1/2005	\$1,727.35	\$0.00	\$1,727.35	\$272,932.48
77	2/1/2005	\$1,727.35	\$0.00	\$1,727.35	\$271,205.13
78	3/1/2005	\$1,727.35	\$0.00	\$1,727.35	\$269,477.78
79	4/1/2005	\$1,727.35	\$0.00	\$1,727.35	\$267,750.43
80	5/1/2005	\$1,727.35	\$0.00	\$1,727.35	\$266,023.08
81	6/1/2005	\$1,727.35	\$0.00	\$1,727.35	\$264,295.73
82	7/1/2005	\$1,727.35	\$0.00	\$1,727.35	\$262,568.38
83	8/1/2005	\$1,727.35	\$0.00	\$1,727.35	\$260,841.03
84	9/1/2005	\$1,727.35	\$0.00	\$1,727.35	\$259,113.68
2005 Totals		\$20,728.20	\$0.00	\$20,728.20	
Payment #	Date	Payment	interest	Principal	Balance
85	10/1/2005	\$1,792.99	\$0.00	\$1,792.99	\$257,320.69
86	11/1/2005	\$1,792.99	\$0.00	\$1,792.99	\$255,527.70
87	12/1/2005	\$1,792.99	\$0.00	\$1,792.99	\$253,734.71
88	1/1/2006	\$1,792.99	\$0.00	\$1,792.99	\$251,941.72
89	2/1/2006	\$1,792.99	\$0.00	\$1,792.99	\$250,148.73
90	3/1/2006	\$1,792.99	\$0.00	\$1,792.99	\$248,355.74
91	4/1/2006	\$1,792.99	\$0.00	\$1,792.99	\$246,562.75
92	5/1/2006	\$1,792.99	\$0.00	\$1,792.99	\$244,769.76
93	6/1/2006	\$1,792.99	\$0.00	\$1,792.99	\$242,976.77
94	7/1/2006	\$1,792.99	\$0.00	\$1,792.99	\$241,183.78
95	8/1/2006	\$1,792.99	\$0.00	\$1,792.99	\$239,390.79
96	9/1/2006	\$1,792.99	\$0.00	\$1,792.99	\$237,597.80
2006 Totals		\$21,515.88		\$21,515.88	
Payment #	Date	Payment	Interest	Principal	Balance
97	10/1/2006	\$1,839.61	\$0.00	\$1,839.61	\$235,758.19
98	11/1/2006	\$1,839.61	\$0.00	\$1,839.61	\$233,918.58
99	12/1/2006	\$1,839.61	\$0.00	\$1,839.61	\$232,078.97
100	1/1/2007	\$1,839.61	\$0.00	\$1,839.61	\$230,239.36
101	2/1/2007	\$1,839.61	\$0.00	\$1,839.61	\$228,399.75
102	3/1/2007	\$1,839.61	\$0.00	\$1,839.61	\$226,560.14
103	4/1/2007	\$1,839.61	\$0.00	\$1,839.61	\$224,720.53
104	5/1/2007	\$1,839.61	\$0.00	\$1,839.61	\$222,880.92
105	6/1/2007	\$1,839.61	\$0.00	\$1,839.61	\$221,041.31
106	7/1/2007	\$1,839.61	\$0.00	\$1,839.61	\$219,201.70
107	8/1/2007	\$1,839.61	\$0.00	\$1,839.61	\$217,362.09
108	9/1/2007	\$1,839.61	\$0.00	\$1,839.61	\$215,522.48
2007 Totals		\$22,075.32		\$22,075.32	

Payment #	Date	Payment	interest	Principal	Balance
109	10/1/2007	\$1,902.16	\$0.00	\$1,902.16	\$213,620.32
110	11/1/2007	\$1,902.16	\$0.00	\$1,902.16	\$211,718.16
111	12/1/2007	\$1,902.16	\$0.00	\$1,902.16	\$209,816.00
112	1/1/2008	\$1,902.16	\$0.00	\$1,902.16	\$207,913.84
113	2/1/2008	\$1,902.16	\$0.00	\$1,902.16	\$206,011.68
114	3/1/2008	\$1,902.16	\$0.00	\$1,902.16	\$204,109.52
115	4/1/2008	\$1,902.16	\$0.00	\$1,902.16	\$202,207.36
116	5/1/2008	\$1,902.16	\$0.00	\$1,902.16	\$200,305.20
117	6/1/2008	\$1,902.16	\$0.00	\$1,902.16	\$198,403.04
118	7/1/2008	\$1,902.16	\$0.00	\$1,902.16	\$196,500.88
119	9/1/2008	\$1,902.16	\$0.00	\$1,902.16	\$194,598.72
120	10/1/2008	\$1,902.16	\$0.00	\$1,902.16	\$192,696.56
121	11/1/2008	\$1,902.16	\$0.00	\$1,902.16	\$190,794.40
122	12/1/2008	\$1,902.16	\$0.00	\$1,902.16	\$188,892.24
2008 Totals		\$26,630.24		\$26,630.24	
Payment #	Date	Payment	Interest	Principal	Balance
123	1/1/2009	\$1,665.72	\$0.00	\$1,665.72	\$187,226.52
124	2/1/2009	\$1,665.72	\$0.00	\$1,665.72	\$185,560.80
125	3/1/2009	\$1,665.72	\$0.00	\$1,665.72	\$183,895.08
126	4/1/2009	\$1,665.72	\$0.00	\$1,665.72	\$182,229.36
127	5/1/2009	\$1,665.72	\$0.00	\$1,665.72	\$180,563.64
128	6/1/2009	\$1,665.72	\$0.00	\$1,665.72	\$178,897.92
129	7/1/2009	\$1,665.72	\$0.00	\$1,665.72	\$177,232.20
130	8/1/2009	\$1,665.72	\$0.00	\$1,665.72	\$175,566.48
131	9/1/2009	\$1,665.72	\$0.00	\$1,665.72	\$173,900.76
132	10/1/2009	\$1,665.72	\$0.00	\$1,665.72	\$172,235.04
133	11/1/2009	\$1,665.72	\$0.00	\$1,665.72	\$170,569.32
134	12/1/2009	\$1,665.72	\$0.00	\$1,665.72	\$168,903.60
2009 Totals		\$19,988.64		\$19,988.64	
Payment #	Date	Payment	Interest	Principal	Balance
135	1/1/2010	\$1,665.72	\$0.00	\$1,665.72	\$167,237.88
136	2/1/2010	\$1,665.72	\$0.00	\$1,665.72	\$165,572.16
137	3/1/2010	\$1,665.72	\$0.00	\$1,665.72	\$163,906.44
138	4/1/2010	\$1,665.72	\$0.00	\$1,665.72	\$162,240.72
139	5/1/2010	\$1,665.72	\$0.00	\$1,665.72	\$160,575.00
140	6/1/2010	\$1,665.72	\$0.00	\$1,665.72	\$158,909.28
141	7/1/2010	\$1,665.72	\$0.00	\$1,665.72	\$157,243.56
142	8/1/2010	\$1,665.72	\$0.00	\$1,665.72	\$155,577.84
143	9/1/2010	\$1,665.72	\$0.00	\$1,665.72	\$153,912.12
144	10/1/2010	\$1,665.72	\$0.00	\$1,665.72	\$152,246.40
145	11/1/2010	\$1,665.72	\$0.00	\$1,665.72	\$150,580.68
146	12/1/2010	\$1,665.72	\$0.00	\$1,665.72	\$148,914.96
2010 Totals		\$19,988.64		\$19,988.64	

Payment #	Date	Payment	Interest	Principal	Balance
147	1/1/2011	\$1,665.72	\$0.00	\$1,665.72	\$147,249.24
148	2/1/2010	\$1,665.72	\$0.00	\$1,665.72	\$145,583.52
149	3/1/2010	\$1,665.72	\$0.00	\$1,665.72	\$143,917.80
150	4/1/2010	\$1,665.72	\$0.00	\$1,665.72	\$142,252.08
151	5/1/2010	\$1,665.72	\$0.00	\$1,665.72	\$140,586.36
152	6/1/2010	\$1,665.72	\$0.00	\$1,665.72	\$138,920.64
153	7/1/2010	\$1,665.72	\$0.00	\$1,665.72	\$137,254.92
154	8/1/2010	\$1,665.72	\$0.00	\$1,665.72	\$135,589.20
155	9/1/2010	\$1,665.72	\$0.00	\$1,665.72	\$133,923.48
156	10/1/2010	\$1,665.72	\$0.00	\$1,665.72	\$132,257.76
157	11/1/2010	\$1,665.72	\$0.00	\$1,665.72	\$130,592.04
158	12/1/2010	\$1,665.72	\$0.00	\$1,665.72	\$128,926.32
2011 Totals		\$19,988.64		\$19,988.64	
Payment #	Date	Payment	Interest	Principal	Balance
159	1/1/2012	\$1,665.72	\$0.00	\$1,665.72	\$127,260.60
160	2/1/2012	\$1,665.72	\$0.00	\$1,665.72	\$125,594.88
161	3/1/2012	\$1,665.72	\$0.00	\$1,665.72	\$123,929.16
162	4/1/2012	\$1,665.72	\$0.00	\$1,665.72	\$122,263.44
163	5/1/2012	\$1,665.72	\$0.00	\$1,665.72	\$120,597.72
164	6/1/2012	\$1,665.72	\$0.00	\$1,665.72	\$118,932.00
165	7/1/2012	\$1,665.72	\$0.00	\$1,665.72	\$117,266.28
166	8/1/2012	\$1,665.72	\$0.00	\$1,665.72	\$115,600.56
167	9/1/2012	\$1,665.72	\$0.00	\$1,665.72	\$113,934.84
168	10/1/2002	\$1,665.72	\$0.00	\$1,665.72	\$112,269.12
169	14/1/2012	\$1,665.72	\$0.00	\$1,665.72	\$110,603.40
170	12/1/2012	\$1,665.72	\$0.00	\$1,665.72	\$108,937.68
2012 Totals		\$19,988.64		\$19,988.64	
Payment #	Date	Payment	Interest	Principal	Balance
171	1/1/2013	\$1,665.72	\$0.00	\$1,665.72	\$107,271.96
172	2/1/2013	\$1,665.72	\$0.00	\$1,665.72	\$105,606.24
173	3/1/2013	\$1,665.72	\$0.00	\$1,665.72	\$103,940.52
174	4/1/2013	\$1,665.72	\$0.00	\$1,665.72	\$102,274.80
175	5/1/2013	\$1,665.72	\$0.00	\$1,665.72	\$100,609.08
176	6/1/2013	\$1,665.72	\$0.00	\$1,665.72	\$98,943.36
177	7/1/2013	\$1,665.72	\$0.00	\$1,665.72	\$97,277.64
178	8/1/2013	\$1,665.72	\$0.00	\$1,665.72	\$95,611.92
179	9/1/2013	\$1,665.72	\$0.00	\$1,665.72	\$93,946.20
180	10/1/2013	\$1,665.72	\$0.00	\$1,665.72	\$92,280.48
181	11/1/2013	\$1,665.72	\$0.00	\$1,665.72	\$90,614.76
182	12/1/2013	\$1,665.72	\$0.00	\$1,665.72	\$88,949.04
2013 Totals		\$19,988.64		\$19,988.64	

Payment #	Date	Payment	Interest	Principal	Balance
183	1/1/2014	\$1,665.72	\$0.00	\$1,665.72	\$87,283.32
184	2/1/2014	\$1,665.72	\$0.00	\$1,665.72	\$85,617.60
185	3/1/2014	\$1,665.72	\$0.00	\$1,665.72	\$83,951.88
186	4/1/2014	\$1,665.72	\$0.00	\$1,665.72	\$82,286.16
187	5/1/2014	\$1,665.72	\$0.00	\$1,665.72	\$80,620.44
188	6/1/2014	\$1,665.72	\$0.00	\$1,665.72	\$78,954.72
189	7/1/2014	\$1,665.72	\$0.00	\$1,665.72	\$77,289.00
190	8/1/2014	\$1,665.72	\$0.00	\$1,665.72	\$75,623.28
191	9/1/2014	\$1,665.72	\$0.00	\$1,665.72	\$73,957.56
192	10/1/2014	\$1,665.72	\$0.00	\$1,665.72	\$72,291.84
193	11/1/2014	\$1,665.72	\$0.00	\$1,665.72	\$70,626.12
194	12/1/2014	\$1,665.72	\$0.00	\$1,665.72	\$68,960.40
2014 Totals		\$19,988.64		\$19,988.64	
Payment #	Date	Payment	Interest	Principal	Balance
195	1/1/2015	\$1,665.72	\$0.00	\$1,665.72	\$67,294.68
196	2/1/2015	\$1,665.72	\$0.00	\$1,665.72	\$65,628.96
197	3/1/2015	\$1,665.72	\$0.00	\$1,665.72	\$63,963.24
198	4/1/2015	\$1,665.72	\$0.00	\$1,665.72	\$62,297.52
199	5/1/2015	\$1,665.72	\$0.00	\$1,665.72	\$60,631.80
200	6/1/2015	\$1,665.72	\$0.00	\$1,665.72	\$58,966.08
201	7/1/2015	\$1,665.72	\$0.00	\$1,665.72	\$57,300.36
202	8/1/2015	\$1,665.72	\$0.00	\$1,665.72	\$55,634.64
203	9/1/2015	\$1,665.72	\$0.00	\$1,665.72	\$53,968.92
204	10/1/2015	\$1,665.72	\$0.00	\$1,665.72	\$52,303.20
205	11/1/2015	\$1,665.72	\$0.00	\$1,665.72	\$50,637.48
206	12/1/2015	\$1,665.72	\$0.00	\$1,665.72	\$48,971.76
2015 Totals		\$19,988.64		\$19,988.64	
Payment #	Date	Payment	Interest	Principal	Balance
207	1/1/2016	\$1,665.72	\$0.00	\$1,665.72	\$47,306.04
208	2/1/2016	\$1,665.72	\$0.00	\$1,665.72	\$45,640.32
209	3/1/2016	\$1,665.72	\$0.00	\$1,665.72	\$43,974.60
210	4/1/2016	\$1,665.72	\$0.00	\$1,665.72	\$42,308.88
211	5/1/2016	\$1,665.72	\$0.00	\$1,665.72	\$40,643.16
212	6/1/2016	\$1,665.72	\$0.00	\$1,665.72	\$38,977.44
213	7/1/2016	\$1,665.72	\$0.00	\$1,665.72	\$37,311.72
214	8/1/2016	\$1,665.72	\$0.00	\$1,665.72	\$35,646.00
215	9/1/2016	\$1,665.72	\$0.00	\$1,665.72	\$33,980.28
216	10/1/2016	\$1,665.72	\$0.00	\$1,665.72	\$32,314.56
217	11/1/2016	\$1,665.72	\$0.00	\$1,665.72	\$30,648.84
218	12/1/2016	\$1,665.72	\$0.00	\$1,665.72	\$28,983.12
2106 Totals		\$19,988.64		\$19,988.64	

Payment #	Date	Payment	Interest	Principal	Balance
219	1/1/2017	\$1,665.72	\$0.00	\$1,665.72	\$27,317.40
220	2/1/2017	\$1,665.72	\$0.00	\$1,665.72	\$25,651.68
221	3/1/2017	\$1,665.72	\$0.00	\$1,665.72	\$23,985.96
222	4/1/2017	\$1,665.72	\$0.00	\$1,665.72	\$22,320.24
223	5/1/2017	\$1,665.72	\$0.00	\$1,665.72	\$20,654.52
224	6/1/2017	\$1,665.72	\$0.00	\$1,665.72	\$18,988.80
225	7/1/2017	\$1,665.72	\$0.00	\$1,665.72	\$17,323.08
226	8/1/2017	\$1,665.72	\$0.00	\$1,665.72	\$15,657.36
227	9/1/2017	\$1,665.72	\$0.00	\$1,665.72	\$13,991.64
228	10/1/2017	\$1,665.72	\$0.00	\$1,665.72	\$12,325.92
229	11/1/2017	\$1,665.72	\$0.00	\$1,665.72	\$10,660.20
230	12/1/2017	\$1,665.72	\$0.00	\$1,665.72	\$8,994.48
2017 Totals		\$19,988.64		\$19,988.64	
Payment #	Date	Payment	Interest	Principal	Balance
231	1/1/2018	\$1,665.72	\$0.00	\$1,665.72	\$7,328.76
232	2/1/2018	\$1,665.72	\$0.00	\$1,665.72	\$5,663.04
233	3/1/2018	\$1,665.72	\$0.00	\$1,665.72	\$3,997.32
234	4/1/2018	\$1,665.72	\$0.00	\$1,665.72	\$2,331.60
235	5/1/2018	\$1,665.72	\$0.00	\$1,665.72	\$665.88
236	6/1/2018	\$665.88	\$0.00	\$665.88	\$0.00
2018 Totals		\$8,994.48		\$8,994.48	

The following table reflects FCGA's overpayment of the loan balance during the 2003 to 2008 contract time period. This is based on the annual cost of living increases being applied to the loan payment amount. Therefore, the overpayment of 7,190.72 will result in the loan being paid off 4.2 months earlier, reflected in the final payment of \$665.88 on 6/1/2018.

FCGA Loan Payments 2004 through 2008

Year	Payment/month	Months	Total/annual	% increase	Month/excess	Annual excess
2004	\$ 1,665.72	12	\$ 19,988.64			
2005	\$ 1,727.35	12	\$ 20,728.22	1.037	\$ 61.63	\$ 739.58
2006	\$ 1,792.99	12	\$ 21,515.89	1.038	\$ 127.27	\$ 1,527.25
2007	\$ 1,839.61	12	\$ 22,075.31	1.026	\$ 173.89	\$2,086.67
2008	\$ 1,902.16	15	\$28,532.40	1.034	\$ 236.44	\$ 3,546.60
Totals			\$112,840.46			\$7,900.10

From: (201) 767-2883
Carla Krueger
United Water
200 Old Hook Road
Harrington Park, NJ 07640

Origin ID: UMMA



Ship Date: 21APR15
ActWgt: 2.0 LB
CAD: 101250407/INET3610

Delivery Address Bar Code



SHIP TO: (717) 267-9351 X 26 **BILL SENDER**
John Van Horn
Franklin County General Authority
5540 Coffey Avenue

CHAMBERSBURG, PA 17201

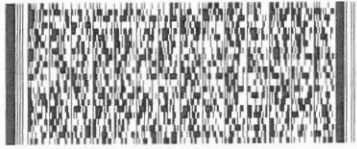
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Invoice # Enter Remarks Here
PO # 00000
Dept # 610

WED - 22 APR AA
STANDARD OVERNIGHT

TRK# 7734 2031 5730
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037 267-56646

Exhibit T-1

Fourth Addendum to Amended and Restated Operation, Maintenance and Management Agreement for Water and Sewer Facilities

This Fourth Addendum to the Amended and Restated Operation, Maintenance and Management Agreement for Water and Sewer Facilities ("4th Addendum"), effective as of June 23, 2020, is made by and between Franklin County General Authority ("FCGA") and SUEZ Water Environmental Services Inc. ("SUEZ", and together with FCGA, the "Parties"). The Parties entered into an Amended and Restated Operation, Maintenance and Management Agreement for Water and Sewer Facilities ("Contract") on April 20, 2015, with an effective date of January 1, 2015. The Contract was set to expire on December 31, 2019.

The Parties previously executed an Addendum to the Contract on December 31, 2019, whereby the terms of the Contract were extended on a month-to-month basis beginning on January 1, 2020 for no more than two (2) additional months. This month-to-month extension of the Contract was to expire on either March 1, 2020, or such time as a closing would occur for the acquisition of FCGA by a new owner, whichever would occur first. The Parties then extended the terms of the Contract and the Addendum for an additional two (2) months which began on March 1, 2020 and continued through April 30, 2020, or such time as a closing occurs for the acquisition of FCGA by a new owner, whichever occurs first. Subsequently, the Parties executed another Addendum to the Contract on April 28, 2020 which further extended the Contract with new effective pricing beginning May 1, 2020 and ending June 30, 2020, or such time as a closing occurs for the acquisition of FCGA by a new owner, whichever occurs first.

The Parties now desire to once again extend and amend the terms of the Contract as set forth below. The term of this 4th Addendum will commence on July 1, 2020 and will expire on June 30, 2023 or at such time as a closing occurs for the acquisition of FCGA by a new owner, whichever occurs first.

The Parties hereby agree to amend the paragraph from the Contract below as follows:

4.03 Service Fee. Compensation shall be as set forth in Appendix A.

Neither party shall assign its rights, nor secure the assumption of its obligations under this Contract, in whole or in part, without the prior written consent of the other party. Furthermore, in the event the System is acquired by any third party, FCGA shall provide at least thirty (30) days' prior notice of such transfer of assets.

In the event the System is acquired by a third party, SUEZ shall be entitled to reimbursement for its reasonable, documented demobilization costs (not to exceed one month's service fee) and for the unamortized principal portion of the capital improvements and/or modifications that SUEZ has completed on behalf of FCGA to the extent not previously reimbursed. SUEZ shall be required to present a properly-documented invoice to FCGA for all demobilization expenses before any reimbursement will be made by FCGA.

After the termination or expiration of this Contract, SUEZ shall assist FCGA with the orderly transition of duties to FCGA or its agent. SUEZ shall, if requested by FCGA, continue to provide the services under this Contract for up to ninety (90) days beyond the termination or expiration date and shall continue to receive its then current service fee on a pro rata basis for providing such services.

All of the other terms of the Contract and previous Addenda will remain in full force and effect except as may be modified herein.

This Addendum may be executed in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same agreement. A signature transmitted by facsimile or other electronic means shall be sufficient and binding for all purposes.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be duly executed by their duly authorized representatives, as of the day and year first above written.

Franklin County General Authority

By: Kip Feldman

Name: KIP FELDMAN

Title: EXECUTIVE DIRECTOR

SUEZ Water Environmental Services Inc.

By: Xavier Castro

Name: Xavier Castro

Title: President & Chief Executive Officer

**APPENDIX A
COMPENSATION**

Base Compensation in First Agreement Year: \$ 756,000.00

Annual Adjustments: The Annual Fee consists of a Labor Cost Component, a Non-Labor Cost Component, and a Chemicals Component. The Annual Fee for Years 2 and 3 shall be increased through the application of a set of readily available, local costs indices, as follows:

Labor Cost Component, representing 40 % of the Base Fee shall be escalated each year based upon the "ECI Index" for price-level changes.

Non-Labor Costs Component, representing 43 % of the Base Fee shall be escalated each year based upon the "CPI Index" for price-level changes.

Chemicals Cost Component, representing 17% of the base Fee shall be escalated each year based on the market pricing for all applicable chemicals

- The ECI is the Employment Cost Index for total compensation for private industry workers in the Northeast, Series ID CIU201000000210A. The ECI adjustment will be applied to the labor cost component of the annual service fee.
- The CPI is the "Consumer Price Index –for all Urban Consumers (CPI-U), Northeast Region" – (not seasonally adjusted), Series ID CUUR0100SA0,CUUS0100SA0 as published by the U.S. Department of Labor, Bureau of Labor Statistics

Non-Routine Services:

Costs for Non-Routine Services provided by Company as described previously herein, shall be paid by Owner to Company separately on a time and expense basis, including overtime. Materials and subcontractors will be invoiced to Owner by Company at cost, plus 15% of the actual cost of materials for administrative expenses. For Company labor not regularly assigned to the System Owner shall pay Company actual wages plus benefits at 35% plus 15% for overhead and administration. There will be no additional charge for Company labor regularly assigned to the System performing non-routine services during the course of their normal working shift however, if such employee performs services on an overtime basis, Owner shall pay Company actual wages plus 50% for overtime plus 15% for overhead and administration.

