

August 25, 2021

*Via Electronic Filing*

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

In re: Docket No. A-2021-3026132  
Application of Aqua Pennsylvania Wastewater, Inc. pursuant to Sections 1102, 1329, 507 and 2102 of the Public Utility Code for Approval of its Acquisition of the Wastewater System Assets of East Whiteland Township

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Dear Secretary Chiavetta:

We are counsel to Aqua Pennsylvania Wastewater, Inc. (“Aqua”, “APW” or “Company”) in connection with its above referenced Application, filed with the Public Utility Commission (“Commission”) on July 23, 2021, pursuant to Sections 1102, 1329, 507 and 2102 of the Public Utility Code, for approval of the acquisition of the wastewater system assets of East Whiteland Township. The Bureau of Technical Utility Services is reviewing the Application and has asked that we address certain requests for additional information. Requests not addressed in this letter will be addressed in a later submission.

**INFORMATION REQUEST 1:**

Checklist Item No. 4 – The Application’s Exhibit Z, Responses to Standard Data Requests, contained a response to Standard Data Request Number 14 which included a copy of East Whiteland Township’s (EWT’s) Ordinance No. 325 (Ordinance) approving the sale of its wastewater system to Aqua Pennsylvania Wastewater, Inc. (APW). The Ordinance’s Section 1 references an Asset Purchase Agreement Exhibit A. However, the subject exhibit is not included within the Ordinance. Please amend the Application’s Exhibit Z to include a copy of Exhibit A referenced in the Ordinance.

**RESPONSE:**

Please see the form of asset purchase agreement attached to EWT’s Ordinance No. 325 included with this letter. The Asset Purchase Agreement entered into between Aqua and EWT was provided in Application Exhibit B.

**INFORMATION REQUEST 3:**

Checklist Item No. 12 – The Application’s Exhibit H included copies of several chapters of the EWT Code. The EWT Code’s Section 154-106.D.(6)(a)[2] indicated that commercial and industrial customers may measure the quantity of water used to determine the usage charges by placing a meter or measuring device on effluent not discharging into the wastewater system (Deduct Meter) and deducting such readings from their water meter reading. However, APW’s pro forma tariff supplement, included as the Application’s Exhibit G, doesn’t contain a provision that allows for the continued use of Deduct Meters for customers whose bills are determined based on water usage. Please amend the Application’s Exhibit G to provide a proposed tariff containing a rate equal to the existing rates of the seller at the time of acquisition, including provisions to allow for the continued use of Deduct Meters for customers whose bills are determined based on water usage.

**RESPONSE:**

East Whiteland currently bills customers on an EDU basis as shown in Application Exhibit G. Consumption charges are only billed for those customers that exceed 100,000 gallons in a quarter. The Company has included in Application Exhibit G that consumption charges will apply “(Based on Water Usage or Sewage Flows, determined at the Company’s discretion)”.

**INFORMATION REQUEST 6:**

Checklist Item No. 15.c – The Application’s Section III identified the permitted capacity of the Valley Forge Sewer Authority (VFSA) Wastewater Treatment Plant (WWTP). However, the Application’s Section III listed 12 pump stations, each requiring a permit(s) issued by the Pennsylvania Department of Environmental Protection (DEP). Please amend the Application to state the DEP permitted capacity of each pump station.

**RESPONSE:**

Please see Application Exhibit E1, PDF page 7 of 59 and 56 of 59.

**INFORMATION REQUEST 11:**

Checklist Item No. 19.c. – The Application’s Exhibit K included a copy of EWT’s most recent report to the Department of Community and Economic Development (DCED Report). The DCED Report’s Page 24 is illegible. Please amend the Application’s Exhibit K to include a complete, legible copy of EWT’s most recent DCED Report.

**RESPONSE:**

Page 24 of EWT’s most recent report to DCED is included with this letter.

**INFORMATION REQUEST 12:**

Checklist Item No. 19.e. – APW’s Application Checklist included with the Application indicates that APW’s response for Checklist Item No. 19.e. is provided in the Application’s Section VII, Paragraph 37, Page 11. The Application’s Section VII, Paragraph 37, Page 11 indicates “Copies of EWT’s Annual Financial Report for 2019 and 2020 are attached hereto as Exhibit J1 and Exhibit J2. For the year ended December 31, 2020, the Township had approximately \$44,707,000 of long-term debt, and the details of long-term debt obligations and debt service on the sewer system are described under Business-Type Activities in Exhibit J2, pages 53-55.” Neither this response nor the Application’s Exhibit J2, Pages 53-55 identify the value of outstanding loans on utility plant and the nature, terms, and payment history of such loans. Rather, the information provided in Exhibit J2, Pages 53-55 indicates that several loans were issued for various purposes, including financing a public works building and additional park developments, for several bond transactions, and for financing sewer expansions and upgrades. Please separately identify any outstanding loans on utility plant and identify the nature, terms, and payment history of such loans.

**RESPONSE:**

Aqua is not assuming any Township debt. Please see the attached summary of loans on utility plant.

**INFORMATION REQUEST 13:**

Checklist Item No. 20.b – The Application’s Exhibit M1 consisted of a copy of the WQM permit for the Malvern Hunt WWTP. However, the Application’s Exhibit B, Asset Purchase Agreement, identified 15 WQM permits being transferred as part of this transaction. Please amend the Application by providing copies of the 15 WQM permits identified in the Asset Purchase Agreement.

**RESPONSE:**

WQM permits for EWT’s pump stations are included with this letter, with the exception of Flat Road P.S. EWT and DEP have searched their records for this WQM Permit and it could not be located. EWT has submitted an application for reissuance of the WQM Permit for the Flat Road P.S., included with this letter. In addition, the DEP issued a WQM Permit for the Malvern Hunt P.S., included with this letter. Finally, in respect to the three Permits listed after the Pump Station Permit Table on Schedule 4.12 of the Asset Purchase Agreement, Permit No. 1501419 is an incorrect reference and will be removed from Schedule 4.12. Permit No. 1502418 is a duplicate reference to the Permit Number for the King Road P.S. in the table. Permit No. 1599418 was provided in Application Exhibit M1. Schedule 4.12 will be updated in a later response.

**INFORMATION REQUEST 14:**

Checklist Item No. 22 – The Application’s Exhibit P1, East Whiteland Township – Act 537 Plan Documents (1995), consisted of a copy of East Whiteland Township’s Official Sewage

Facilities Act 537 Plan last revised May 2, 1995. Pages 91-111 of the pdf are missing text due to page orientation and are not in numerical order. Please revise Exhibit P1 to correct the page alignment so that text is not cut off and reorder the pages into numeric order.

**RESPONSE:**

Please see the attached rescanned copy of the pages from the East Whiteland 1995 Act 537 Plan. The Company notes that the scan is how the pages are shown in the paper copy of the Township, and further that the requested information is for Chapters 71-73 of the Pennsylvania Department of Environmental Resources (predecessor agency of the Department of Environmental Protection) regulations under Title 25 of the Pennsylvania Code. These regulations have been subsequently updated and amended by the agency since the 1995 EWT Base Plan was submitted, and the currently in effect regulations of the Department of Environmental Protection under Title 25 of the Pennsylvania Code are publicly available.

**INFORMATION REQUEST 17:**

Checklist Item No. 25 – The Application’s Exhibits F1 through F22 contained copies of various municipal agreements. Several of these Exhibits are incomplete. Please provide responses for each of the following:

- a. Amend Exhibit F1 to include a copy of Exhibit E referenced in Exhibit F1, Page 37. Exhibit E to Exhibit F1 depicts where the parties must convey wastewater to VFSA fortreatment.
- b. Amend Exhibit F2 to include a copy of the agreement executed by Malvern Borough, East Whiteland, Willistown, and Schuylkill Townships, and the Malvern Municipal Authority.
- c. Exhibit F2, Page 2 references an agreement dated July 1, 1974, between the parties and the United States Environmental Protection Agency (1974 EPA Agreement). The 1974 EPA Agreement describes certain ordinances that parties are required to adopt. If APW will assume the 1974 EPA Agreement, provide an executed copy of the 1974 EPA Agreement as an additional Exhibit.
- d. Amend Exhibit F6 to include a copy of Exhibit A referenced in Exhibit F6, Page 3. Exhibit A to Exhibit F6 depicts the location of the East Whiteland Trunk Line, including interceptor and trunk sewers and appurtenances.
- e. Amend Exhibit F6 to include a complete, legible copy of Exhibit B, Sheet 1 of 4. The copy of Exhibit B, Sheet 1 of 4 included in Exhibit F6 is incomplete.
- f. Amend Exhibit F17 to include a copy of the agreement executed by VFSA.

- g. Amend Exhibit F17 to include a copy of the Settlement Agreement referenced on Page 6, Section 3.4. Section 3.4 states “[EWT] shall be permitted to buy and sell its existing capacity [...] pursuant to Section 3C(1)(e) of the Settlement Agreement.”. Also, if APW will be assigned the Settlement Agreement by EWT, provide an executed copy of the Settlement Agreement as an additional Exhibit.

**RESPONSE:**

- a. Exhibit E to Application Exhibit F1 is the map included as the last page of Application Exhibit F1.
- e. Sheet 1 of 4 of Exhibit B of Application Exhibit F6 is included with this letter.
- f. VFSA signed the agreement on the wrong signature line. See PDF page 25 and 26 of Application Exhibit F17.

Please contact me with any questions about the foregoing.

Very truly yours,

THOMAS, NIESEN & THOMAS, LLC

By



Thomas T. Niesen

cc: Certificate of Service (w/encl.)  
Alexander R. Stahl, Esquire (via email, w/encl.)  
Thomas S. Wyatt, Esquire (via email, w/encl.)

# **FORM OF ASSET PURCHASE AGREEMENT**

**EXHIBIT A**  
**(PURCHASE AGREEMENT)**

**BID EXECUTION VERSION**

**SANITARY SEWER  
ASSET PURCHASE AGREEMENT**

**By and Between**

**Township of East Whiteland, Chester County**

**As Seller**

**and**

**[\_\_\_\_\_]**

**As Buyer**

**Dated as of \_\_\_\_\_, 2020**

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## SANITARY SEWER ASSET PURCHASE AGREEMENT

THIS SANITARY SEWER ASSET PURCHASE AGREEMENT (“Agreement”), dated as of \_\_\_\_\_, 2020 (the “Effective Date”), is made and entered into by and between the Township of East Whiteland, Chester County, a body corporate and politic, organized and existing under the laws of the Commonwealth of Pennsylvania (the “Seller”), and [\_\_\_\_\_] (the “Buyer”), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania.

### RECITALS:

**WHEREAS**, Seller, acting by and through the Board of Supervisors of East Whiteland Township, Chester County (the “Township Board”) owns and operates a sanitary wastewater collection and conveyance system (the “System”) that provides sanitary wastewater service to various customers in East Whiteland Township, Pennsylvania (the “Service Area”) and as set forth on Schedule A; and

**WHEREAS**, Buyer is a regulated public utility organized and existing under the laws of the Commonwealth of Pennsylvania that furnishes wastewater service to the public in several counties, including Chester County, Pennsylvania; and

**WHEREAS**, Buyer, in reliance upon the representations, warranties and covenants of Seller herein, desires to purchase and acquire from Seller, and Seller, in reliance upon the representations, warranties and covenants of Buyer herein, desires to sell, transfer and convey to Buyer all of the assets of the System (other than the Excluded Assets), and in connection therewith, Buyer has agreed to assume certain ongoing obligations and liabilities of Seller related to the acquired assets, all on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual representations, warranties, covenants, and agreements stated in this Agreement, the receipt and sufficiency of which hereby are acknowledged, intending to be legally bound, the Parties agree as follows:

### ARTICLE I.

#### DEFINITIONS

In addition to the capitalized terms defined elsewhere in this Agreement, the following terms, as used in this Agreement (unless otherwise specified herein), have the meanings set forth in this Article I:

“**Acquired Assets**” has the meaning specified in Section 2.01.

“**Affiliate**” means, when used to indicate a relationship with a specified Person, a Person that, directly or indirectly, through one or more intermediaries, has a 10% or more voting or economic interest in such specified Person or controls, is controlled by or is under common control with (which includes, with respect to a managed fund or trust, the right to direct or cause the direction of the management and policies of such managed fund or trust as manager, advisor, supervisor, sponsor or trustee pursuant to relevant contractual arrangements) such specified Person, and a Person is deemed to be controlled by another Person if controlled in any manner

whatsoever that results in control in fact by that other Person (or that other Person and any Person or Persons with whom that other Person is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise (and for purposes of this definition, a managed fund or trust is deemed to be an Affiliate of the Person managing, supervising, sponsoring or advising such fund or trust and a limited partner in a managed fund or trust is deemed to be an Affiliate of such fund or trust and of the Person managing, supervising, sponsoring or advising such fund or trust).

“**Agreement**” has the meaning specified in the Preamble to this Agreement (and includes all Schedules and Exhibits referred to herein), as amended, modified and supplemented from time to time in accordance with the terms hereof.

“**Assigned Contracts**” has the meaning specified in Section 2.01(c).

“**Assignment and Assumption Agreement**” has the meaning specified in Section 13.02(c).

“**Assumed Liabilities**” has the meaning specified in Section 2.04(a).

“**Authorizations and Permits**” mean all licenses, permits, franchises, authorizations, certificates, registrations, consents, orders, adjudications, variances, waivers and approvals currently in effect issued or granted by Governmental Authorities, including without limitation, environmental permits, operating permits and approvals that are held by Seller that primarily relate directly or indirectly to the operation of the System, including those set forth on Schedule 4.12.

“**Business Day**” means any day that is neither a Saturday, Sunday nor a day observed as a holiday by either the Commonwealth of Pennsylvania or the United States government.

“**Buyer**” has the meaning specified in the Preamble of this Agreement.

“**Buyer Fundamental Representations**” has the meaning specified in Section 8.01.

“**Buyer Indemnified Persons**” has the meaning specified in Section 8.02.

“**CERCLA**” means the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq., as amended.

“**Closing**” means the consummation of the sale and purchase of the Acquired Assets and assumption of the Assumed Liabilities, the release/waiver of liabilities and the other transactions contemplated by this Agreement, all in accordance with the terms and conditions of this Agreement and as specified in Article XIII.

“**Closing Date**” has the meaning specified in Section 13.01.

“**Closing Effective Time**” has the meaning specified in Section 13.01.

“**Code**” means the Internal Revenue Code of 1986, as amended.

**“Confidential Information”** means any information about Buyer, Seller or the System related to the transactions contemplated by this Agreement, except that such term does not include information which the receiving Party can demonstrate (a) is generally available to or known by the public other than as a result of improper disclosure by the receiving Party, (b) is obtained by the receiving Party from a source other than the disclosing Party, and that source was not bound by a duty of confidentiality to the disclosing Party with respect to such information, or (c) is legally in the public domain.

**“Customer Sewer Laterals”** has the meaning specified in Section 2.02(k).

**“Direct Claim”** has the meaning specified in Section 8.04(c)..

**“Easements”** means all easements, rights of way, licenses, use agreements, occupancy agreements, leases and other agreements and appurtenances for and over the real property of third parties that are necessary for or used in connection with the operation of the System or to provide continuous and unimpeded rights of way for the Acquired Assets (including access thereto).

**“EDU”** means equivalent dwelling unit and having a use rate of \_\_\_ gallons per day.

**“Effective Date”** has the meaning specified in the Preamble.

**“Environment”** means soil, surface waters, ground waters, land, stream sediments, flora, fauna, surface or subsurface strata and ambient air.

**“Environmental Claims”** means all notices of investigations, warnings, notice letters, notices of violations, Liens, orders, claims, demands, suits or administrative or judicial actions for any injunctive relief, fines, penalties, third party claims, or other claims asserting violations of Environmental Requirements or responsibility for Environmental Liabilities.

**“Environmental Conditions”** means the Release of Hazardous Materials or the presence of Hazardous Materials on, in, under or within any property (including the presence in the Environment), other than the presence of Hazardous Materials in locations and at concentrations that are naturally occurring.

**“Environmental Liabilities”** means any legal obligation or liability arising under Environmental Requirements or related to or arising out of any Environmental Condition, including those consisting of or relating to any (a) duty imposed by, breach of or noncompliance with any Environmental Requirements; (b) environmental, health or safety matters or conditions (including on-site or off-site contamination, occupational safety and health and regulation of Hazardous Materials); (c) Remedial Action undertaken by any Person; (d) bodily injury (including illness, disability and death, and regardless of when any such bodily injury occurred, was incurred or manifested itself), property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real or personal property), or other losses or damages incurred by any other Person (including any employee or former employee of such Person); (e) any injury to, destruction of, or loss of natural resources, or costs of any natural resource damage assessments; (f) exposure of any Person to any Hazardous Materials; and (g) the presence or Release of any Hazardous Materials.

**“Environmental Requirements”** mean all present Laws (including common law), regulations, legally binding or otherwise enforceable requirements and Authorizations and Permits relating to human health, pollution, or protection of the Environment (including ambient air, surface water, ground water, land surface or surface strata), including (i) those relating to emissions, discharges, Releases, or threatened Releases of Hazardous Materials, and (ii) those relating to the identification, generation, manufacture, processing, distribution, use, treatment, storage, disposal, release, recovery, transport or other handling of Hazardous Materials. Without limiting the previous, the term **“Environmental Requirements”** includes (1) CERCLA; the Superfund Amendments and Reauthorization Act, Public Law 99-499, 100 Stat. 1613; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Sections 11001-11050; the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901-6992k (**“RCRA”**); the Safe Drinking Water Act, 42 U.S.C. Sections 300f to 300j-26; the Toxic Substances Control Act, 15 U.S.C. Sections 2601-2692; the Hazardous Materials Transportation Act, 49 U.S.C. Sections 5101-5127; the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251-1387; the Oil Pollution Act of 1990, 33 U.S.C. Sections 2701--2761; the Clean Air Act, 42 U.S.C. Sections 7401-7671q; the Atomic Energy Act of 1954, as amended, 42 U.S.C. Sections 2011 et seq.; the Low Level Radioactive Waste Policy Act, as amended, 42 U.S.C. Section 2021b et seq.; the Occupational Safety and Health Act, 29 U.S.C. Sections 651-678, and the regulations promulgated pursuant to the above-listed federal statutes, and (2) counterpart Laws and regulations promulgated or issued by any state or local Governmental Authority, specifically including the Pennsylvania Storage Tank and Spill Prevention Act of 1989 (35 Pa. C.S.A. § 6021.101 *et. seq.*).

**“EPA”** means the United States Environmental Protection Agency, or a successor Governmental Authority with substantially similar power and authority thereto.

**“Equipment and Machinery”** means (i) all the equipment, tangible personal property, machinery, office furniture and equipment, fixtures, tooling, spare maintenance or replacement parts, environmental testing equipment, and vehicles owned or leased by Seller (including all leases of such property), which are primarily used in the operation of the System, (ii) any rights of Seller to warranties applicable to the foregoing (to the extent assignable), and licenses received from manufacturers and Seller of any such item, and (iii) any related claims, credits, and rights of recovery with respect thereto, as set forth on Schedule 4.10.

**“Excluded Assets”** has the meaning specified in Section 2.02.

**“Excluded Liability”** or **“Excluded Liabilities”** means all liabilities other than Assumed Liabilities.

**“Files and Records”** means all files and records of Seller primarily relating to the System and the Acquired Assets, whether in hard copy, digital, or magnetic or other format including data, geographic information system data, plans, contracts and recorded knowledge relating to the Acquired Assets (including property records, related to the foregoing), customer and supplier records, customer lists (both current and prospective), customer billing records, records of sales calls, manuals, books, files, records, engineering data, procedures, systems, instructions, drawings, blueprints, plans, designs, specifications, equipment lists, parts lists, equipment maintenance records, equipment warranty information, plant plans, specifications and drawings, sales and

advertising material, and computer software, and records relating to the System, whether stored on-site or off-site.

**“Final Order”** means a Governmental Approval by a Governmental Authority as to which (a) no request for stay of the action is pending, no such stay is in effect and if any time period is permitted by statute or regulation for filing any request for such stay, such time period has passed, (b) no petition for rehearing, reargument or reconsideration of the action is pending and the time for filing any such petition has passed, (c) such Governmental Authority does not have action under consideration on its own motion and (d) no appeal to a court or administrative tribunal or a request for stay by a court or administrative tribunal of the Government Authority’s action is pending or in effect and the deadline for filing any such appeal or request for stay has passed.

**“Governmental Approval”** means any consent, approval, authorization, notice, filing, registration, submission, reporting, order, adjudication or similar item of, to or with any Governmental Authority.

**“Governmental Authority”** or **“Governmental Authorities”** means any court, department, commission, board, bureau, municipality, municipal authority (established pursuant to the Municipal Authorities Act of the Commonwealth of Pennsylvania), agency or instrumentality of the United States, any state, county, city or political subdivision thereof, or any foreign governmental body, including without limitation, the PaPUC, the EPA, PaDEP and the Township Board.

**“Hazardous Materials”** means any solid, liquid, gas, odor, heat, sound, vibration, radiation or other substance or emission which is a contaminant, pollutant, dangerous substance, toxic substance, hazardous waste, residual waste, solid waste, hazardous material or hazardous substance which is or becomes regulated by applicable Environmental Laws or which is classified as hazardous or toxic under applicable Environmental Laws (including gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls, asbestos and urea formaldehyde foam insulation).

**“Indemnified Party”** means any Buyer Indemnified Persons or Seller Indemnified Persons, as applicable, entitled to indemnification pursuant to Article VIII.

**“Indemnifying Party”** means a Party which is obligated to indemnify the Buyer Indemnified Persons or the Seller Indemnified Persons, as applicable, pursuant to Article VIII.

**“Knowledge”** means either (i) the actual knowledge of a Representative of Buyer and the knowledge that each such person would reasonably be expected to obtain in the course of diligently performing his or her duties for Buyer or (ii) the actual knowledge of a Representative of Seller, the knowledge that each such person would reasonably be expected to obtain in the course of diligently performing his or her duties for Seller, as applicable based on the context in which the term is used.

**“Land Development Agreement / Financial Security Agreement”** means any agreement between Seller and an applicant for subdivision and/or land development approval pursuant to the Pennsylvania Municipalities Planning Code, pursuant to which applicant is required to construct

public improvements and required to post financial security, for the benefit of Seller, to secure applicant's obligations under such agreement.

**"Law"** means any applicable law, statute, regulation, ordinance, rule, order, judicial, administrative and regulatory decree, judgment, adjudication, consent decree, settlement agreement or governmental requirement enacted, promulgated, entered into, agreed or imposed by any Governmental Authority, as may be in effect at the relevant time or times in the context in which the term is used.

**"Liability Cap"** has the meaning specified in Section 8.05(c).

**"Lien"** means any lien in a fixed and ascertainable monetary sum, or any pledge, mortgage, deed of trust or security interest securing a fixed and ascertainable monetary sum, or any charge or claim in a fixed and ascertainable monetary sum. In addition, in connection with Real Property, any item otherwise falling within the definition of a "Lien" must be filed of record by the responsible Party in accordance with the terms of this Agreement.

**"Loss"** means any and all losses, liabilities, obligations, damages, penalties, interest, Taxes, claims, actions, demands, causes of action, judgments, reasonable attorneys', consultants' and other professional fees, and all other reasonable costs and expenses sustained or incurred in investigating, preparing or defending or otherwise incident to any such claim, action, demand, cause of action or judgment or the enforcement of a Party's rights under Article VIII; except that **"Losses"** shall not include punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple, except in the case of fraud or to the extent actually awarded to a Governmental Authority or other third party in respect of a Third Party Claim.

**"Material Adverse Effect"** means any result, occurrence, fact, change, event or effect that has a materially adverse effect on the business, financial condition, physical condition or results of operations of the System, except that no effect arising out of or in connection with or resulting from any of the following is deemed, either alone or in combination, to constitute or contribute to a Material Adverse Effect: (i) general economic conditions or changes in those conditions; (ii) financial, banking, currency or capital markets fluctuations or conditions (either in the United States or any international market and including changes in interest rates); (iii) conditions affecting the real estate, financial services, construction, water utility or sewer utility industries generally; (iv) any existing event, circumstance, condition or occurrence of which Buyer has Knowledge as of the Effective Date; (v) any action, omission, change, effect, circumstance or condition contemplated by this Agreement or attributable to the execution, performance or announcement of this Agreement or the transactions contemplated hereby; and (vi) negligence, intentional misconduct or bad faith of Buyer or its Representatives.

**"Missing Easements"** means, as of any particular date, each material Easement that is for or used in connection with the operation of the System or to provide continuous and unimpeded rights of way for the Acquired Assets (including access thereto) that either (a) has not been obtained by Seller as of such date or (b) if such Easement has been obtained by Seller as of such date, and such Easement is not sufficient to operate the System as currently conducted.

**“MS4 System”** or **“Municipal Separate Storm Sewer System”** means the current and any future assets and facilities, built, operated or maintained, or real property (**“MS4 System Real Property”**) and Stormwater System Assets owned by Seller and used for the purpose of capturing, conveying and discharging stormwater separate from the System.

**“Outside Date”** means 365 days after the date the application to the PaPUC is accepted as complete by the PaPUC and the statutory 6-month consideration period is initiated.

**“PaDEP”** means the Pennsylvania Department of Environmental Protection, or any successor Governmental Authority with substantially similar powers thereto.

[**“PaPUC”** means the Pennsylvania Public Utility Commission, or any successor Governmental Authority with substantially similar powers thereto.]

**“Party”** means Buyer or Seller and the term **“Parties”** means collectively Buyer and Seller.

**“PCB Equipment”** means PCB equipment as defined in 40 C.F.R. Part 761.

**“Pending Development Plan”** means any subdivision or land development plan that has been submitted to Seller for approval pursuant to the Pennsylvania Municipal Planning Code, as updated prior to Closing.

**“Permitted Liens”** means (a) Liens for Taxes not yet due and payable or being contested in good faith by appropriate procedures; (b) easements, rights of way, zoning ordinances and other similar encumbrances affecting Real Property and Easements as set forth on Schedule 4.09; (c) other than with respect to Real Property owned by Seller, Liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business; and (d) other imperfections of title or Liens, if any, that have not had, and would not have, a Material Adverse Effect.

**“Person”** means any individual (including, the heirs, beneficiaries, executors, legal representatives or administrators thereof), corporation, partnership, joint venture, trust, limited liability company, limited partnership, joint stock company, unincorporated association or other entity or a Governmental Authority.

**“Plan”** has the meaning specified in Section 7.10(a).

**“Purchase Price”** has the meaning specified in Section 3.01.

**“Real Property”** means those certain parcels of land, with the buildings, improvements, and Equipment and Machinery thereon or therein, that are part of the System and fee simple title to which is to be conveyed by Seller to Buyer as part of the Acquired Assets.

**“Regulated Asbestos Containing Material”** means regulated asbestos containing material as defined by 40 C.F.R. § 61.141.

**“Release”** means any actual or threatened spilling, leaking, pumping, pouring, injecting, emptying, discharging, emitting, escaping, leaching, dumping, disposal, or release or migration of

Hazardous Materials into the Environment, including the abandonment or discarding of barrels, containers and other receptacles containing any Hazardous Materials.

“**Remedial Action**” means any and all actions to (a) investigate, clean up, remediate, remove, treat, contain or in any other way address any Hazardous Materials in the Environment, (b) prevent the Release or threat of Release or minimize the further Release of any Hazardous Materials so it does not migrate or endanger public health or welfare or the indoor or outdoor Environment, and (c) perform pre-remedial studies and investigations and post-remedial monitoring, maintenance and care. The term “**Remedial Action**” includes any action which constitutes (i) a “removal”, “remedial action” or “response” as defined by Section 101 of CERCLA, 42 U.S.C. §§ 9601(23), (24), and (25); (ii) a “corrective action” as defined in RCRA, 42 U.S.C. § 6901 et seq.; or (iii) a “response” or “interim response” as defined in the Pennsylvania Hazardous Sites Cleanup Act, 35 P.S. §6020.103.

“**Representative**” means, with respect to any Person, any director, officer, employee, official, lender mortgagee, financier, provider of any financial instrument (or any agent or trustee acting on their behalf), partner, member, owner, agent, lawyer, accountant, auditor, professional advisor, consultant, engineer, contractor, other Person for whom such Person is at law responsible or other representative of such Person and any professional advisor, consultant or engineer designated by such Person as its “Representative.”

“**Schedules**” means the disclosure schedules delivered by Seller and Buyer, respectively, concurrently with the execution and delivery of this Agreement, and as may be supplemented and updated pursuant to Sections 9.03 and 10.04. Any disclosure set forth on any particular Schedule is deemed disclosure in reference to all Schedules comprising the Schedules to which such disclosure is reasonably apparent.

“**Seller**” has the meaning specified in the Preamble of this Agreement.

“**Seller Fundamental Representations**” has the meaning specified in Section 8.01.

“**Seller Indemnified Persons**” has the meaning specified in Section 8.03.

“**Seller DEP Permits**” means the Water Quality Management Permits set forth on Schedule 4.12, each issued by PaDEP to Seller with respect to the System, including any revisions or amendments thereto. This definition shall not include any permit issued and related to the Stormwater System Assets.

“**Service Area**” has the meaning specified in the recitals to this Agreement.

“**Stormwater System Assets**” means all assets owned by Seller, and used exclusively in the operation or maintenance of the MS4 System, including (i) drains, pipes and collection basins and all other stormwater drainage assets used exclusively for stormwater collection, conveyance and discharge; (ii) catch basins, inlets, pipes and all other stormwater lateral facilities (the “**Stormwater Lateral Facilities**”) that connect surface stormwater drains to storm conveyances which discharge to surface waters; (iii) interest in real estate directly associated with (i) and (ii); and (iv) any related permits.

“**Supplies**” means all lubricants, spare parts, fuel, chemicals, raw materials, and other supplies and inventory, and all rights to warranties received from suppliers with respect to the foregoing, and related claims, credits, and rights of recovery with respect thereto that are necessary to operate the System.

“**System**” has the meaning specified in the recitals to this Agreement and shall include the Acquired Assets and exclude the Excluded Assets.

“**Taxes**” means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, permit fees, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, parking, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax, levy, impost, stamp tax, duty, fee, withholding or similar imposition of any kind payable, levied, collected, withheld or assessed at any time, including any interest, penalty or addition thereto, whether disputed or not.

“**Third Party Claim**” has the meaning specified in Section 8.04(a).

“**Threshold Amount**” has the meaning specified in Section 8.05(a).

“**Title Commitment**” has the meaning specified in Section 6.01.

“**Title Company**” has the meaning specified in Section 6.01.

“**Title Policy**” has the meaning specified in Section 2.03.

“**Township Board**” the meaning specified in the Preamble of this Agreement.

“**Township Senior Staff**” means the Township Manager, Assistant Manager, Superintendent of Public Works and the Township Engineer.

“**UCC Search**” has the meaning specified in Section 6.04.

“**Unscheduled Real Property**” has the meaning specified in Section 6.06.

“**Utility Valuation Expert**” means an expert that was approved by the PaPUC and is currently, at the time of this Agreement, on the list of approved appraisers maintained by the PaPUC.

## ARTICLE II.

### TERMS OF PURCHASE AND ASSUMPTION OF LIABILITIES

#### **Section 2.01. Purchase and Sale of Acquired Assets.**

Subject to the terms and conditions set forth in this Agreement, at Closing, Buyer shall purchase from Seller and Seller shall sell, transfer, assign and deliver to Buyer, free and clear of all Liens except for Permitted Liens, all of Seller's right, title and interest in and to all assets, facilities, business, goodwill, properties and rights of Seller of every kind and description, whether tangible or intangible, real, personal or mixed, wherever situated, in each case used in, held for use in, or acquired or developed for use in, the System, or otherwise related to, or arising out of the operation or conduct of the System (whether or not any such assets have any value for accounting purposes or are carried or reflected on the books or financial records of Seller), including any of the foregoing in which Seller is entitled to acquire rights in the future pursuant to Pending Development Plans (other than the rights of Seller pursuant to Section 2.02(d)) or development plans approved pursuant to this Agreement, but in all cases other than the Excluded Assets (collectively referred to as the "Acquired Assets"), including:

(a) all real property and appurtenant interests, rights of way used in, or necessary for, the operation of the System, including without limitation (i) good and marketable fee simple title to the Real Property set forth on Schedule 4.09, and (ii) all Easements, including without limitation those set forth on Schedule 4.09;

(b) all sanitary wastewater related treatment, collection and conveyance facilities, including all collection system mains (whether gravity or force mains), laterals (from the collection system main to the edge-of-road or curb-line when the main is located within a public right-of-way or the edge of an easement where the main is located within private property), pumping stations, generators, manholes, and other related appurtenances and any billing and collections related assets necessary to own and operate the System;

(c) all contracts, licenses, and leases to which Seller is a party or beneficiary or payee, including without limitation, all construction contracts, surety bonds, operation and maintenance agreements, management agreements, reserved capacity agreements, architect agreements and consultant agreements, and agreements relating to vehicles and other items of personal property as set forth on Schedule 4.13 (the "Assigned Contracts");

(d) all Supplies;

(e) all personal property and fixed assets, including all Equipment and Machinery, auxiliary equipment and plant equipment, including without limitation those items set forth on Schedule 4.10;

(f) all expenses prepaid by Seller and security deposits paid by Seller;

(g) all Files and Records;

(h) all Authorizations and Permits of or held by Seller (to the extent transferrable to Buyer under Law), including all Authorizations and Permits which are environmental permits, Seller DEP Permits other than those NPDES permits that relate to the Stormwater System Assets, other operating permits and those items set forth on Schedule 4.12; and

(i) all goodwill of the System.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY REGARDING ANY REPRESENTATION REGARDING THE FUTURE PROFITABILITY OR FUTURE EARNINGS PERFORMANCE OF THE ACQUIRED ASSETS OR THE SYSTEM OR ANY FUTURE RATEMAKING THAT MAY BE ALLOWED BY THE PAPUC FOR ANY OF THE ACQUIRED ASSETS. NOTWITHSTANDING THE FOREGOING, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE VALID UNTIL THE TIME OF CLOSING.

**Section 2.02. Excluded Assets.**

Notwithstanding anything herein to the contrary, the Acquired Assets shall not include the following (the “Excluded Assets”):

- (a) the Stormwater System Assets, including any related NPDES permits;
- (b) all contracts, licenses and leases that are not Assigned Contracts;
- (c) the seals, organizational documents, minute books, tax returns, books of account or other records having to do with the organization of Seller;
- (d) cash and cash equivalents, including (i) accounts receivable and amounts earned by Seller but not yet billed attributable to services rendered by Seller as of or before the Closing Date and (ii) EDU fees owed to Seller at or before the Closing Date for any Pending Development Plan but not yet paid to Seller;
- (e) all insurance policies of Seller and all rights to applicable claims and proceeds thereunder;
- (f) all rights to any outstanding lien related to non-payment by a System customer existing at or before the Closing Date and all actions, suits or claims of any nature available to or being pursued by Seller, whether arising by way of counterclaim or otherwise;
- (g) all assets, properties and rights used by Seller other than those which primarily relate to the operations of the System;
- (h) the assets, properties and rights specifically set forth on Schedule 2.02(h);
- (i) the MS4 System Real Property;

(j) the rights which accrue or will accrue to Seller under this Agreement and any related agreement, exhibit or schedule; and

(k) all connecting facilities originating from Seller's terminus point of the collection facilities at the edge-of-road or curb-line when the facilities are located with a public right-of-way or the edge of an easement where the collection facilities are located within private property to and throughout the customer's property, including grinder pumps (the "Customer Sewer Laterals").

### **Section 2.03. Sale Free of Liens.**

After Buyer fulfills its obligations pursuant to Section 3.01(a), on the Closing Date, the Acquired Assets will be free and clear of all Liens other than Permitted Liens. Seller shall convey the Acquired Assets by appropriate special warranty or other deed (subject to Section 6.02(c)), bills of sale, endorsements, assignments and other instruments of transfer or conveyance described herein, and if not expressly described herein, then by transfer documents satisfactory in form and substance reasonably acceptable to Buyer and Seller and their counsel in their reasonable, good faith discretion. At Closing, title to the Real Property shall be good and marketable and insured by the Title Company, at the Title Company's filed rates, as a good and marketable title, free and clear of all Liens and exceptions to coverage, except for the Permitted Liens, pursuant to an owner's policy of title insurance on the American Land Title Association's ("ALTA") Owner's Form 2006, subject to the terms of Section 6.02 (the "Title Policy").

### **Section 2.04. Assumption of Liabilities.**

(a) On the terms and conditions set forth in this Agreement and excluding the Excluded Liabilities, Buyer shall assume and pay, perform and discharge when due any and all liabilities and obligations of Seller both (1) arising under Seller DEP Permits (arising from, related to, or based on events or circumstances occurring on or after the Closing Date), and (2) arising out of or relating to the System or the Acquired Assets on or after the Closing, including the following:

(i) all liabilities and obligations under the Assigned Contracts and Authorizations and Permits resulting from events that occur or conditions that arise on or after the Closing;

(ii) any litigation initiated against Seller related to the System or the Acquired Assets resulting from events that occur on or after Closing or conditions that arise on or after the Closing;

(iii) all liabilities and obligations for Taxes relating to the System, its operation, the Acquired Assets and the Assumed Liabilities attributable to the period after the Closing Date; and

(iv) all other liabilities and obligations arising out of or relating to Buyer's ownership or operation of the System and the Acquired Assets on or after the Closing (all of the aforementioned liabilities in this Section 2.04(a) are referred to as the "Assumed Liabilities").

(b) At the Closing, to the extent Seller is not released therefrom, Buyer shall indemnify Seller against any Loss relating to the Assumed Liabilities in accordance with Section 8.03.

(c) Buyer shall not assume or be liable to pay any liabilities or obligations relating to the Excluded Liabilities or any other liabilities or obligations that are not Assumed Liabilities.

**Section 2.05. Further Assurances.**

At any time and from time to time after the Closing Date, Seller shall, upon the request of Buyer, and Buyer shall, upon the request of Seller, at the cost of requesting Party, promptly execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such other instruments of conveyance and transfer and other documents, and perform or cause to be performed such further acts, as may be reasonably required to evidence or effectuate, or more fully evidence or effectuate, (a) the sale, conveyance, transfer, assignment and delivery hereunder of the Acquired Assets to Buyer, (b) the assumption by Buyer of any of the Assumed Liabilities, (c) performance by the Parties of any of their other respective obligations under this Agreement, (d) the vesting in Buyer of all right, title and interest in the Acquired Assets and the System as specified in this Agreement, and (e) any other matters reasonably requested by a Party to carry out the provisions, purposes and intent of this Agreement.

**Section 2.06. Certain Transfers; Assignment of Contracts.**

(a) Notwithstanding anything to the contrary in this Agreement, and subject to the provisions of this Section 2.06(a) and Section 2.06(b), to the extent that the sale, transfer, assignment, conveyance and delivery, or attempted sale, transfer, assignment, conveyance and delivery, to Buyer of any Assigned Contract or other Acquired Asset would result in a violation of Law, or would require the consent, authorization, approval or waiver of any Person (other than the Parties), including any Governmental Authority, and such consent, authorization, approval or waiver shall not have been obtained before the Closing, this Agreement shall not constitute a sale, transfer, assignment, conveyance and delivery, or an attempted sale, transfer, assignment, conveyance and delivery, thereof (any such Acquired Asset, a “Nonassignable Asset”). Following the Closing, Seller and Buyer shall use its commercially reasonable efforts (at the cost and expense of the Party that is responsible for compliance with such Law or obtaining such consent, authorization, approval or waiver), and shall cooperate with each other, to obtain any such required consent, authorization, approval or waiver, or any release, substitution, novation or amendment required to sell, transfer, assign, convey and deliver any such Nonassignable Asset to Buyer and in no event will Buyer be required to pay any additional consideration therefor. Once such consent, authorization, approval, waiver, release, substitution or amendment is obtained, Seller shall sell, transfer, assign, convey and deliver to Buyer the relevant Acquired Asset to which such consent, authorization, approval, waiver, release, substitution or amendment relates for no additional consideration. Any applicable sales, transfer and other similar Taxes in connection with such sale, transfer, assignment, conveyance and delivery shall be paid one-half (50%) by Buyer and one-half (50%) by Seller.

(b) Until such time as a Nonassignable Asset is transferred to Buyer pursuant to this Article II, Buyer and Seller shall cooperate in any commercially reasonable and economically feasible arrangements (such as subleasing, sublicensing or subcontracting) to provide to the Parties

the economic and, to the extent permitted under Law, operational equivalent of the transfer of such Nonassignable Asset to Buyer at the Closing and the performance by Buyer of its obligations with respect thereto, and so long as Seller transfers and turns over all economic and beneficial rights with respect to each such Nonassignable Asset, Buyer shall, to the extent permitted under Law and the terms of any applicable contract that is a Nonassignable Asset, as agent or subcontractor for Seller, pay, perform and discharge the liabilities and obligations of Seller thereunder from and after the Closing Date, but only to the extent that such liabilities and obligations would be Assumed Liabilities if the applicable consent or approval had been obtained on or before the Closing Date and such Nonassignable Asset had been assigned to Buyer at Closing. To the extent permitted under Law, Seller shall hold in trust for and pay to Buyer promptly upon receipt thereof, such Nonassignable Asset and all income, proceeds and other monies received by Seller with respect to such Nonassignable Asset in connection with the arrangements under this Article II.

(c) If, following the Effective Date and before the Closing, Buyer identifies any contract to which Seller is a party which is not set forth on Schedule 4.13, and Buyer reasonably determines such contract is necessary or useful to the operation of the System, Buyer shall notify Seller of such determination and Seller shall, promptly following receipt of such notice, deliver to Buyer an updated Schedule 4.13 reflecting the addition of such contract, and such contract will be an “Assigned Contract” for all purposes hereunder.

(d) If during the twelve (12) month period following the Closing, Buyer or Seller identifies any contract to which Seller was a party as of the Closing and which (i) was not set forth on Schedule 4.13 (as may be updated pursuant to (c)) and (ii) Buyer reasonably believes is necessary or useful to the operation of the System, Seller shall, promptly following Buyer’s written request therefor, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such other instruments of conveyance and transfer and other documents, and perform or cause to be performed such further acts, as may be reasonably required to evidence or effectuate, or more fully evidence or effectuate the assignment of such contract to Buyer for no additional consideration, and upon such assignment, such contract is deemed an Assigned Contract for all purposes hereunder.

### **ARTICLE III.**

#### **PURCHASE PRICE AND ADDITIONAL PURCHASE PRICE**

##### **Section 3.01. Purchase Price.**

The purchase price for the Acquired Assets is \_\_\_\_\_ Million Dollars (\$\_\_\_\_,000,000) (the “Purchase Price”) which Buyer shall pay as follows at Closing:

(a) Buyer shall pay, subject to any adjustment pursuant to Section 3.01(b) and any amounts required to be deposited into the escrow fund pursuant to Section 6.05(e), to Seller by wire transfer of immediately available funds the Purchase Price to one or more accounts that Seller designates and provides to Buyer at least three (3) Business Days before the Closing Date; and

(b) Final Billing: The Buyer is entitled to all customer billings with respect to sanitary wastewater customers’ services for the period on or after the Closing Effective Time, and Seller is entitled to all such billings for the period before the Closing Effective Time. The Parties shall

cooperate to calculate an agreed upon proration of billing amounts and to the extent that either Party collects billings that are attributable to service provided by the other Party, the Party holding the other Party's billing collections shall pay such amount to the other Party.

(c) In addition to the Purchase Price, Buyer shall pay Seller up to Seventy Thousand Dollars (\$70,000) as reimbursement for engineering and legal fees incurred related to this transaction to one or more accounts that Seller designates and provides to Buyer at least three (3) Business Days before the Closing Date. Seller shall provide Buyer with invoices evidencing the amount of transaction-related fees incurred at least five (5) Business Days before the Closing Date.

**Section 3.02. Fair Consideration.**

The consideration specified in this Article III represents fair consideration and reasonable equivalent value for the sale and transfer of the Acquired Assets and the transactions, covenants and agreements set forth in this Agreement, which consideration was agreed upon as the result of arm's-length good faith negotiations between the Parties and their respective Representatives.

**Section 3.03. Transfer Taxes.**

Any and all deed stamps or transfer Taxes which may be due the Commonwealth of Pennsylvania or any political subdivision in connection with the sale, transfer, assignment, conveyance and delivery hereunder of the Acquired Assets to Buyer (collectively, "Transfer Taxes"), shall be paid one-half (50%) by Buyer and one-half (50%) by Seller.

**ARTICLE IV.**

**REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller makes only the representations and warranties which are set forth in this Article IV.

As a material inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated by this Agreement, Seller represents and warrants, as of the Effective Date and as of the Closing Date (except to the extent any of the following representations and warranties specifically apply to or relate to another date, in which event such representations and warranties shall be true and correct as of such other date), as follows:

**Section 4.01. Organization.**

Seller is a body corporate and politic, organized and existing under the Second Class Township Code of the Commonwealth of Pennsylvania.

**Section 4.02. Power and Authority.**

Seller has (i) duly adopted an authorizing ordinance or resolution authorizing the transactions contemplated herein, which remains in full force and effect, (ii) duly authorized and approved the execution and delivery of this Agreement and (iii) duly authorized and approved the performance by Seller of its obligations contained in this Agreement. Seller has all requisite power and authority to own, lease and operate the Acquired Assets and the System and has the power and

authority to enter into this Agreement and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms of this Agreement.

**Section 4.03. Enforceability.**

This Agreement has been duly authorized, executed and delivered by Seller and is a valid and legally binding obligation of Seller, enforceable against Seller in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

**Section 4.04. No Conflict or Violation.**

The execution and delivery of this Agreement by Seller, the consummation of the transactions contemplated by this Agreement and the performance by Seller of the terms, conditions and provisions hereof has not and will not contravene or violate or result in a breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any material obligations of Seller under (i) any Law or (ii) any agreement, instrument or document to which Seller is a party or by which it is bound.

**Section 4.05. Consents and Approvals.**

Schedule 4.05 sets forth a list of each consent, waiver, authorization or approval of any Governmental Authority, or of any other Person, and each declaration to or filing or registration with any Governmental Authority required in connection with the execution and delivery of this Agreement by Seller or the performance by Seller of its obligations hereunder.

**Section 4.06. Undisclosed Liabilities**

Except as set forth in Schedule 4.06, there are no liabilities or obligations of Seller, either accrued, absolute, contingent or otherwise, relating to the Acquired Assets, other than liabilities incurred in the ordinary course that could not reasonably be expected to have a Material Adverse Effect on Buyer.

**Section 4.07. Absence of Certain Changes or Events.**

Except as set forth on Schedule 4.07, since December 31, 2016, there has not been any transaction or occurrence that has resulted or is reasonably likely to result in a Material Adverse Effect and Seller has operated and maintained the System since that date in the ordinary course.

**Section 4.08. Tax Matters.**

Except as set forth in Schedule 4.08 or as would not have a Material Adverse Effect, (i) Seller has timely paid all Taxes that may have been or may be due and payable by Seller on or before the Closing Date, arising from the ownership or operation of the Acquired Assets or the System on or before the Closing Date (ii) no taxing authority has asserted any claim against the Seller for the assessment of any additional tax liability or initiated any action or proceeding which could result in such an assertion; and (iii) the Seller has made all withholding of Taxes required to

be made under all Laws and regulations, including without limitation, withholding with respect to compensation paid to employees, and the amounts withheld have been properly paid over to the appropriate taxing authorities.

**Section 4.09. Real Property and Easements.**

Schedule 4.09 sets forth all Real Property of Seller and separately identifies all Easements. Seller does not lease (as lessee) any real property that is used in the operation of the System. There are no pending condemnation proceedings relating to any of the Real Property or Easements nor has Seller actually received any written threats of any condemnation proceedings and, to the Knowledge of Seller, no such proceedings are threatened. Seller has not received any written notices of any violations of any Law from any Governmental Authority with respect to the Real Property or the Easements which has not been cured in all material respects and, to Seller's Knowledge, no such violations of Law exist. With respect to the Real Property, (i) there are no leases, options, rights of reversions or other rights of use or rights to acquire the Real Property held by third parties, (ii) Seller is in sole possession of the Real Property, and (iii) to Seller's Knowledge there are no encroachments either way across the boundary of the Real Property, nor any dispute with adjacent real property owners over the location of boundaries or potential claims adverse to title. With respect to each Easement, (i) there are no leases, options, rights of reversions or other rights of use or rights to acquire the Easement held by third parties, and (ii) to Seller's Knowledge there are no disputes with adjacent real property owners of the owners of the real property encumbered by the Easement over the location of boundaries or potential claims adverse to title.

**Section 4.10. Equipment and Machinery.**

All Equipment and Machinery included in the Acquired Assets is set forth on Schedule 4.10. Except as set forth in Schedule 4.10, Seller has good title, free and clear of all Liens (other than the Permitted Liens and Liens that will be released on or before Closing) to the Equipment and Machinery owned by Seller. Except as set forth on Schedule 4.10, all the Equipment and Machinery is owned by Seller, and none is leased or used under any conditional sales, title-retention, lease, license or similar arrangement.

**Section 4.11. Environmental Compliance.**

Except as set forth on Schedule 4.11, or that otherwise could not be expected to have a Material Adverse Effect:

(a) The System as currently operated by Seller and all operations and activities conducted by Seller with respect to the System are in compliance in all material respects with all applicable Environmental Requirements.

(b) Seller has generated, used, handled, treated, stored and disposed of all Hazardous Materials in (i) compliance in all material respects with all applicable Environmental Requirements and (ii) a manner that has not given, and could not reasonably be anticipated to give, rise to Environmental Liabilities.

(c) Seller has not received notice of any Environmental Claims related to the System that have not been fully and finally resolved, and to the Knowledge of Seller no claims of Environmental Liabilities have been threatened allegedly arising from or relating to the System that have not been fully and finally resolved.

(d) Hazardous Materials are not present at or on the System or Acquired Assets, there has been no Release of Hazardous Materials at, on or from any part of the System or the Acquired Assets, in each case in a manner that violates any Environmental Requirements or has resulted in, or could reasonably be anticipated to give rise to, Environmental Liabilities.

(e) No Lien or activity use limitation or institutional control has been recorded affecting any Acquired Assets by any Governmental Authority due to either the presence of any Hazardous Material on or off the Acquired Assets or a violation of any Environmental Requirement.

(f) There are no underground storage tanks on or at any of the Acquired Assets. Any underground storage tanks previously located at the Acquired Assets have been removed or otherwise closed, plugged and abandoned in compliance with applicable Environmental Requirements in effect at the time of such closure.

(g) No PCB Equipment is on or at any of the Acquired Assets. Any PCB Equipment that previously existed at the Acquired Assets has been flushed of polychlorinated biphenyls or has been removed and properly disposed of, in compliance with applicable Environmental Requirements, and any remaining PCB Equipment is labeled to the extent required under applicable Environmental Requirements and being managed in compliance with applicable Environmental Requirements.

(h) No Regulated Asbestos Containing Material exists in or on the Acquired Assets in an aggregate amount that would reasonably be expected to result in an Environmental Liability; and any Regulated Asbestos Containing Material is being managed in compliance with all applicable Environmental Requirements.

(i) Seller has delivered to Buyer (1) all material environmental site assessments or reasonable and accurate summaries thereof pertaining to the System, (2) all material compliance audits or compliance assurance reviews prepared within the previous five (5) years or reasonable and accurate summaries thereof relating to compliance with Environmental Requirements by the System, and (3) reasonable and accurate summaries of, or all material documents pertaining to, any known and unresolved Environmental Liabilities incurred in relation to the System, to the extent possessed by or under the reasonable control of Seller.

#### **Section 4.12. Authorizations and Permits.**

Schedule 4.12 sets forth the Authorizations and Permits of Seller that are currently in full force and effect; (ii) Seller has made true and complete copies of all Authorizations and Permits available to Buyer; and (iii) except as set forth on Schedule 4.12, Seller is in compliance with all terms, conditions and requirements of all Authorizations and Permits, except in each case where such violation or failure, individually or in the aggregate, would not have a Material Adverse

Effect, and no proceeding is pending or, to the Knowledge of Seller threatened relating to the revocation or limitation of any of the Authorizations or Permits, other than those revocations or limitations which do not individually or in the aggregate have a Material Adverse Effect.

**Section 4.13. System Contracts.**

- (a) Schedule 4.13 sets forth a complete and accurate list of all the Assigned Contracts.
- (b) Seller has made available to Buyer true and complete copies of all of the Assigned Contracts.
- (c) All of the Assigned Contracts set forth on Schedule 4.13 are in full force and effect. Seller has not, nor to the Knowledge of Seller has any other party thereto, breached any material provision of or defaulted under the material terms of, nor does any condition exist which, with notice or lapse of time, or both, would cause Seller, or to the Knowledge of Seller, any other party, to be in default under any Assigned Contract.

**Section 4.14. Compliance with Law; Litigation.**

- (a) Seller has operated and is operating the System in compliance, in all material respects, with all Laws, Authorizations and Permits and is not in breach of any Law, Authorization or Permit that would have a Material Adverse Effect on the operations of the System or on Buyer. There are no Authorizations or Permits from any Governmental Authority necessary for the operation of the System as currently being operated except for those Authorizations and Permits set forth on Schedule 4.12.
- (b) Except at set forth on Schedule 4.14, there are no facts, circumstances, conditions or occurrences regarding the System that could reasonably be expected to give rise to any environmental claims or governmental enforcement actions that could reasonably be expected to have a Material Adverse Effect, and there are no past, pending or threatened environmental claims or governmental enforcement actions against Seller that individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.
- (c) Except at set forth on Schedule 4.14, no action, suit or proceeding, at law or in equity, or before or by any Governmental Authority, is pending nor, to the Knowledge of Seller, threatened against Seller before or at the time of Closing that could reasonably be expected to have a Material Adverse Effect on the operations of the System. As of the Effective Date, no action, suit or proceeding, at Law or in equity, or before or by any Governmental Authority, is pending nor, to the Knowledge of Seller, threatened against Seller which could materially affect the validity or enforceability of this Agreement.

**Section 4.15. Broker's and Finder's Fees.**

No broker, finder, or Person is entitled to any commission or finder's fee by reason of any agreement or action of Seller in connection with this Agreement or the transactions contemplated by this Agreement. Seller shall pay when due the fees and expenses of their financial and technical advisors. Seller has employed Public Financial Management, Inc., as municipal advisor to provide transaction structuring advice and to provide Seller with municipal advice relating to the sale of

the System. Seller shall pay all fees owed to Public Financial Management, Inc. in connection with the transactions contemplated by this Agreement.

**Section 4.16. Title to the Acquired Assets; Sufficiency.**

(a) Except as set forth on Schedule 4.16(a), Seller has good and marketable title to, all Real Property, and valid leasehold interest in or valid licenses or Easements to use and access, all of the Acquired Assets, free and clear of all Liens, other than Permitted Liens and Liens which will be fully and unconditionally released at or before Closing. The use of the Acquired Assets is not subject to any Liens, other than Permitted Liens, and such use does not encroach on the property or the rights of any Person.

(b) Except as set forth on Schedule 4.16(b), the Acquired Assets are sufficient for, and constitute all the assets, properties, business, goodwill and rights of every kind and description, and services required for, the continued conduct and operation of the System by Buyer in substantially the same manner as currently conducted and operated by Seller. Except for the Excluded Assets and except as set forth on Schedule 4.16(b), (i) the Acquired Assets, taken as a whole, comprise all the assets, properties, business, goodwill and rights of every kind and description used or held for use in, or useful or necessary to the operation of the System as currently operated by Seller, and (ii) there are no assets, properties, business, goodwill, rights or services used in the conduct or operation of the System that are owned by any Person other than Seller that will not be licensed or leased to Buyer under valid, current license arrangements or leases. None of the Excluded Assets are material to the System.

**Section 4.17. Pending Development Plans.**

Schedule 4.17 sets forth a full and complete list of all Pending Development Plans as of the Effective Date. Each Pending Development Plan, if consummated could result in the expansion of the Service Area. Seller provides no assurances whatsoever that any development or expansion of the Service Area associated with any Pending Development Plan will actually be undertaken or completed. The Parties expect that Schedule 4.17 will change from time to time between the Effective Date and Closing, and the Seller shall provide updates to Schedule 4.17 pursuant to Section 9.03.

**Section 4.18. Land Development Agreements/Financial Security Agreements**

Schedule 4.18 sets forth a list of all Land Development / Financial Security Agreements existing as of the Effective Date between Seller and any third party.

**ARTICLE V. REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer makes only the representations and warranties which are set forth in this Article V.

As a material inducement to Seller to enter into this Agreement and to consummate the transactions contemplated by this Agreement, Buyer represents and warrants to Seller, as of the Effective Date and as of the Closing Date (except to the extent any of the following representations and warranties specifically apply or relate to another date, in which event such representations and warranties shall be true and correct as of such other date), as follows:

**Section 5.01. Organization.**

Buyer is duly organized, validly existing and in good standing under the laws of the state of its organization.

**Section 5.02. Authorization and Validity of Agreement.**

Buyer has the power and authority to enter into this Agreement and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms of this Agreement. This Agreement has been duly authorized, executed and delivered by Buyer and is a valid and legally binding obligation of Buyer, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

**Section 5.03. No Conflict or Violation.**

The execution and delivery of this Agreement by Buyer, the consummation of the transactions contemplated hereby and the performance by Buyer of the terms, conditions and provisions hereof has not and will not contravene or violate or result in a material breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any material obligations of Buyer under (i) any Law, (ii) any material agreement, instrument or document to which Buyer is a party or by which it is bound or (iii) the articles, bylaws or governing documents of Buyer.

**Section 5.04. Consents and Approvals.**

Schedule 5.04 sets forth a list of each consent, waiver, authorization or approval of any Governmental Authority, or of any other Person, and each declaration to or filing or registration with any Governmental Authority required in connection with the execution and delivery of this Agreement by Buyer or the performance by Buyer of its obligations hereunder.

**Section 5.05. Broker's and Finder's Fees.**

No broker, finder or third party is entitled to any commission or finder's fee in connection with this Agreement or the transactions contemplated by this Agreement.

**Section 5.06. Financial Wherewithal.**

Upon Closing, and after giving effect to the consummation of the transactions contemplated hereby and the incurrence of any indebtedness in connection therewith, Buyer shall have the financial ability and will have sufficient working capital for its needs and anticipated needs to operate the System as a certificated public utility system regulated by the PaPUC, authorized, among things, to provide wastewater utility services to retail residential, commercial and industrial customers in the System.

**Section 5.07. Sufficient Funds.**

Buyer shall have sufficient funds available at Closing to consummate the transactions contemplated by this Agreement, to pay the Purchase Price in accordance with Article III and expenses related to the transactions contemplated by this Agreement, and on and after Closing, to generally provide ownership, operation and capital for the operations and capital needs of the System following the Closing, and assuring that the customers of the System will receive safe, adequate and reliable wastewater service equal to or better than such customers would have received without the transactions contemplated by this Agreement and at all times consistent with [the provisions of the Pennsylvania Public Utility Code, 66 Pa. C. S. § 101 *et seq.*, and] Law.

**Section 5.08. Independent Decision.**

Except as expressly set forth in this Agreement, or any of the related agreements, Buyer acknowledges that (a) neither Seller nor any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of the System or information provided to Buyer, and (b) neither Seller nor any other Person shall have or be subject to any liability to Buyer or any other Person resulting from the distribution to Buyer, or Buyer use of, any information regarding the System or Acquired Assets that has been furnished or made available to Buyer and its Representatives.

**Section 5.09. Scheduled Matters.**

Buyer acknowledges that: (a) the inclusion of any matter on any Schedule shall not be deemed an admission by Seller that such listed matter is material or that such listed matter has or could have a material adverse effect or constitutes a material liability with respect to the Acquired Assets; (b) matters reflected in the Schedules are not necessarily limited to matters required by this Agreement to be reflected in such Schedules; and (c) such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature.

**Section 5.10. Independent Investigation.**

Buyer acknowledges that it has conducted an independent investigation of the financial condition, assets, liabilities, properties and projected capital needs and operations of the System in making its determination as to the propriety of the transaction contemplated by this Agreement and, in entering into this Agreement and related agreements, has relied solely on the results of its investigation and on the representations and warranties of Seller expressly contained in Article IV of this Agreement.

**Section 5.11. Litigation.**

Buyer is not in breach of any Law that could have a material adverse effect on the operations of the System or Buyer. Neither Buyer nor any Affiliate of Buyer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of Persons with which Seller may not do business under Law: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the

Entity List and the Debarred List. Except as set forth on Schedule 5.11, no action, suit or proceeding, at law or in equity, or before or by any Governmental Authority, is pending nor, to the Knowledge of Buyer, threatened against Buyer before or at the time of Closing, which will have a material adverse effect on (i) the transactions contemplated by this Agreement or (ii) the validity or enforceability of this Agreement.

## ARTICLE VI.

### **TITLE TO REAL PROPERTY; EASEMENTS**

#### **Section 6.01. Evidence of Title.**

Subject to Section 6.06, with respect to all Real Property, Buyer shall obtain at its sole cost and expense a commitment for a Title Policy (the "Title Commitment"), issued by a title insurance company selected by Buyer and licensed to insure title to real property by the Commonwealth of Pennsylvania (the "Title Company"). Promptly following the Effective Date, Buyer shall order the Title Commitment from the Title Company and shall provide Seller evidence of the order. Notwithstanding anything to the contrary in Section 6.02(a), a purported Objection Notice is void with respect to any parcel of Real Property if, within thirty (30) Business Days after the Effective Date, Buyer has not ordered the Title Commitment from the Title Company for such parcel of Real Property and provided Seller with evidence of the order.

#### **Section 6.02. Objections to Title.**

(a) Notice of Objections. Within thirty (30) Business Days of Buyer's receipt of the Title Commitment for any of the parcels of Real Property, Buyer shall deliver to Seller a true, correct and complete copy of the Title Commitment and true, correct, complete and legible copies of all exception documents listed in the Title Commitment, along with Buyer's notice to Seller of any exceptions to title set forth on Schedule B of the Title Commitment to which Buyer objects (the "Objection Notice"). The exceptions listed in the Title Objection Notice are referred to as the "Title Objection Items." None of the following are Title Objection Items: (a) Permitted Liens, (b) items that pertain to Buyer or any requirements, conditions or obligations of Buyer, (c) matters of record that are set forth in the Title Commitment and adversely restrict or prevent the use of the Real Property in the operation of the System and (d) standard Title Company exceptions (such as the "survey" exception). Any Objection Notice which does not include a true, correct and complete copy of the Title Commitment and true, correct, complete and legible copies of any and all exception documents listed in the Title Commitment is void. If Buyer provides Seller with an Objection Notice, Seller shall use its commercially reasonable efforts to have all of the Title Objection Items cured, satisfied or released of record, or bond over, by the Title Company ("Cure" or "Cured") before or as of the Closing. At or before the Closing, Seller shall deliver written evidence to Buyer, in form and substance reasonably satisfactory to Buyer and at Seller's cost and expense, evidencing that Seller has Cured all Title Objection Items.

(b) Liens. Without limiting Seller's obligations pursuant to Section 6.02(a), before or as of the Closing, Seller shall, at its sole cost and expense, Cure any Lien encumbering the Real Property which can be Cured by the payment of money (other than Permitted Liens).

(c) Title Endorsements/Survey. Buyer shall pay for any endorsements required by Buyer or any mortgagee of Buyer to the Title Policy. If any survey is required by Buyer or its mortgagee, either as a condition to any endorsement or otherwise, Buyer shall pay to obtain the survey and all related costs and expenses. If Buyer obtains a survey of any Real Property and wants the deed to contain the legal description based on a survey, if the same is not identical to the legal description contained in Seller's deed of record, Seller is not obligated to include the same in the deed to Buyer unless the survey is certified to Seller and such description is included in the deed on a "quitclaim" basis only and without warranty of title.

(d) License at Closing. Seller shall provide Buyer with a license agreement granting Buyer a license in all of Seller's rights to access Real Property in order to allow Buyer to operate and maintain the System until such time as Buyer is provided title to such Real Property as provided for in this Agreement. For the avoidance of doubt, Seller shall provide such title as soon as reasonably practicable in accordance with Section 6.01.

(e) Insurable Claims. To the extent any Claim for Losses under Article VIII is an Insurable Claim, Buyer shall assert and pursue with reasonable diligence the Insurable Claim against the Title Company (which includes commencing litigation and diligently prosecuting the Insurable Claim to judgment) before pursuing a Claim for Losses under Article VIII. Following a non-favorable judgment that substantially denies the relief sought by Buyer from the Title Company in connection with the Insurable Claim (each a "Non-Favorable Judgment"), Buyer may, following such Non-Favorable Judgment, pursue Seller with a Claim for Losses under Article VIII (any Claim against Seller following an attempted Insurable Claim against the Title Company is a "Residual Title Claim"). Notwithstanding anything to the contrary in Article VIII, Buyer must assert a Claim for Losses based upon a Residual Title Claim within sixty (60) day of the Non-Favorable Judgment. For purposes of this Section 6.02(d), an "Insurable Claim" means a Claim that: (i) arises out of Buyer's discovery of a title defect or encumbrance with respect to any of the Real Property following the Closing Date that materially restricts or prevents the use of such Real Property in the operation of the System; and (ii) is a claim against the Title Company under the Title Policy. Buyer acknowledges that any Claims that it could otherwise bring as a breach of a covenant of title under the special warranty deed to the Real Property is included within the Claim for Losses under Article VIII and is subject to the terms of this Section 6.02(d) of first pursuing the same as an Insurable Claim.

### **Section 6.03. Title Expenses.**

Irrespective of whether Closing occurs, Buyer shall pay all costs and expenses for obtaining the Title Commitment, Title Policy and any survey. Seller shall pay for all expenses to release, satisfy or bond over any Liens, and to effect the Cure of any Title Objection Items that Seller undertakes to Cure, including the cost of any title endorsement to insure Buyer against any adverse effect of such Title Objection Items.

### **Section 6.04. UCC Search; Releases.**

Not later than sixty (60) Business Days after the Effective Date, Buyer shall obtain at its sole cost and expense a Uniform Commercial Code search against Seller covering any of the personal property or fixtures included among the Acquired Assets from the Office of the Secretary

of the Commonwealth of Pennsylvania and the Recorder of Chester County, Pennsylvania (the “UCC Search”). On or before the Closing, Seller shall obtain at its sole cost and expense releases of any and all security interests in any of the Acquired Assets which are not Permitted Liens. Seller shall provide the form of the releases of any security interests to Buyer on or before the Closing Date.

**Section 6.05. Easements.**

(a) Promptly after the Effective Date and before the Closing, Seller shall, at its sole cost and expense, cause an abstractor selected by Seller and reasonably acceptable to Buyer and the Title Company (the “Abstractor”) to perform a search of the public land records of Chester County, based on Seller’s records and plans of the System (and such other sources of information as are reasonably related thereto), by means of searching the grantee index in the names of Seller and such other searches as the Abstractor may reasonably make, to (i) identify and provide Buyer with title information on all recorded Easements, and (ii) together with Seller, identify all Missing Easements. During this process, as the Abstractor provides written search results to Seller (including updated versions of the Abstractor search result chart), Seller will promptly provide the same to Buyer for its review, and Seller shall, or shall cause the Abstractor to, provide Buyer with periodic updates (which shall occur no less frequently than bi-weekly) on the status of the activities set forth in the previous sentence. Promptly after the Effective Date, Seller shall engage an engineer to develop a map of all collection pipes, services, pump stations, manholes of the System and identify each parcel within the Service Area that Seller’s sanitary wastewater conveyance facilities encroaches upon private property for use in connection with the Abstractor’s report to identify the Missing Easements.

(b) Notice of Objections. Within forty five (45) days of Buyer’s receipt from the Seller (or the Abstractor or an engineer) of the information described in subsection 6.05(a), Buyer shall deliver to Seller written notice identifying the encumbrances on the Easements that, in Buyer’s reasonable opinion, could materially and adversely restrict or prevent the use of the Easements in the operation of the System, (an “Easement Objection Notice”). Buyer shall not be permitted to include in its Easement Objection Notice any encumbrances that: (a) are Permitted Liens, (b) pertain to the Buyer or any requirements, conditions or obligations of the Buyer, or (c) are matters of record and set forth in the Abstractor’s search results that do not, in Buyer’s reasonable opinion, materially and adversely restrict or prevent the use of the Easements in the operation of the System (specifically including mortgages or other instruments securing indebtedness incurred by the owner of the land burdened by the Easement) (such exceptions objected to in the Objection Notice, the “Easement Objection Items.” If Buyer provides the Seller with an Easement Objection Notice, the Seller shall use commercially reasonable efforts to have the Easement Objection Items Cured, prior to or as of the Closing. If Seller is unable to Cure any Easement Objection Item, Seller shall grant Buyer a license pursuant to Section 6.05(d) in all of Seller’s rights necessary to access Easements and operate and maintain the System until such time as Buyer is provided title to such Easement as provided for in this Agreement.

(c) If during the process of Abstractor’s review and investigation of the Chester County land records, Seller determines that there is a Missing Easement, Seller shall take any and all actions (including the use of its power of condemnation) to obtain any Missing Easements so that the same may be sold, assigned, transferred and conveyed to Buyer at the Closing pursuant to the terms and

conditions of this Agreement. All costs and expenses incurred in connection with obtaining each Missing Easement (including any payment to a landowner in connection with condemnation, in lieu of condemnation or otherwise) shall be paid by Seller and no additional consideration shall be payable by Buyer for any Missing Easement. If Seller has not obtained all Missing Easements by the date that is sixty (60) Business Days after the date that Abstractor has completed its review of the County land records and delivered the last results to Seller (the “Abstract Completion Date”), then, no later than thirty (30) Business Days after the Abstract Completion Date (but in any event no later than thirty (30) days before the Closing), Seller shall commence and file in the Court of Common Pleas, Chester County, a condemnation or eminent domain proceeding to obtain any and all such Missing Easements. For the purposes of clarity, upon obtaining each Missing Easement (including upon the final resolution of a condemnation proceeding), each Missing Easement that has been acquired or obtained by Seller will be considered an Easement.

(d) License at Closing. Seller shall provide Buyer with a license agreement granting Buyer a license in all of Seller’s rights to access Easement in order to allow Buyer to operate and maintain the System until such time as Buyer is provided title to such Easement as provided for in this Agreement.

(e) Escrow at Closing for Missing Easements. For all of the Missing Easements listed on attached Schedule 6.05(e) as of the Closing Date, Seller will have additional time following the Closing Date to secure and assign and transfer the Missing Easements to Buyer. Seller shall diligently pursue and deliver the Missing Easements on or before the third (3<sup>rd</sup>) anniversary of the Closing Date, subject to any extension as permitted by Escrow Agreement, in the form attached as Exhibit C, that will require, among other things, the funding of an escrow account in the amount of Two Thousand Dollars (\$2,000) per Missing Easements listed on attached Schedule 6.05(e) as of the Closing Date to secure the Seller’s obligations under this Agreement and the Escrow Agreement.

#### **Section 6.06. Unscheduled Property.**

The Parties acknowledge that Seller may own interests in or have the legal right to use or occupy the Real Property and Easements that is necessary or essential to the operation of the System and that is not set forth on Schedule 4.09 (the “Unscheduled Real Property”). If the Parties discover before or after the Closing Date, one or more parcels of Unscheduled Real Property, the discovering Party shall notify the non-discovering Party of the discovery. In addition to its obligations in Section 2.03, Seller shall convey, assign or otherwise transfer any rights to each parcel of Unscheduled Real Property, without additional consideration payable by Buyer, in such a manner as to provide Buyer with reasonable assurances that Buyer may use or occupy the Unscheduled Real Property as it was used by Seller as of the Effective Date.

### **ARTICLE VII.**

#### **OTHER AGREEMENTS**

#### **Section 7.01. Taxes.**

Seller shall pay any and all Taxes, if any, arising out of the ownership of the Acquired Assets and out of the operation of the System before the Closing.

**Section 7.02. Cooperation on Tax Matters.**

Seller shall furnish or cause to be furnished to Buyer, as promptly as practicable, whether before or after the Closing Date, such information and assistance relating to the System as is reasonably necessary for the preparation and filing by Buyer of any filings relating to any Tax matters.

**Section 7.03. Rates.**

(a) Rates. Buyer shall implement the Seller's sanitary wastewater base rates then in effect at Closing, as set forth on Schedule 7.03(a) (the "Base Rate") as Buyer's effective sanitary wastewater base rates, provided that the rates set forth on Schedule 7.03(a) (at Closing) shall not be lower than those in effect on the date the Effective Date. Buyer shall not propose to increase Base Rates until after the third anniversary of the Closing Date. Buyer intends to bill customers on a monthly basis instead of annual billing, which Buyer will prorate accordingly. At and after the Closing, Buyer shall charge and collect its then-existing miscellaneous fees and charges and apply its then-existing rules and regulations for wastewater service in the Buyer's tariff (or rules and regulations), as amended from time to time, within the Service Area.

(c) [PaPUC Approval. The Buyer shall include the rate provisions of Sections 7.03(a) in its requested PaPUC Governmental Approval.]

**Section 7.04. Buyer Taxpayer.**

From and after the Closing Date, Buyer acknowledges that, upon conveyance of the Acquired Assets to Buyer, Buyer will be subject to, among other Taxes, real estate Taxes, which Buyer shall pay when due.

**Section 7.05. PaPUC Approval.**

(a) Promptly after the Effective Date, Buyer shall timely initiate and faithfully prosecute the necessary proceedings to obtain from the PaPUC (i) the issuance of certificates of public convenience to Buyer to provide wastewater services in the Service Area and (ii) the approval of the acquisition of the System by Buyer under terms and conditions that are reasonably acceptable to Seller and Buyer. Seller shall cooperate with and assist Buyer in proceedings before the PaPUC.

(b) Buyer and Seller hereby agree that the procedures for determining fair market value of the System and Acquired Assets outlined in subsection (a) of Section 1329 of Title 66 of the Pennsylvania Consolidated Statutes ("Section 1329") shall be utilized and filed with the PaPUC as contemplated by Section 1329.

(c) The fees and expenses related to engaging the licensed engineer for such Section 1329 determination shall be paid one-half (50%) by Buyer and one-half (50%) by Seller.

(d) Buyer, in Buyer's first base rate proceeding with respect to the System following the Closing, shall propose the use of statutory and regulatory mechanisms available to benefit the Buyer's acquired customers for ratemaking purposes.

**Section 7.06. Remedies for Breach of Article VII Agreements.**

If Buyer breaches any of the covenants and agreements set forth in this Article VII following Closing, in addition to all other rights and remedies available at law or in equity, including specific performance and/or injunctive relief, Seller may commence proceedings before the PaPUC seeking enforcement of such covenants and agreements.

**Section 7.07. Operation and Maintenance of the MS4 System.**

Subject to Law, Seller, shall at all times maintain ownership of its MS4 System and Stormwater System Assets. Seller will maintain any NPDES permits related to the Stormwater System Assets.

**Section 7.08. Utility Valuation Experts.**

Buyer and Seller shall each be responsible for the costs associated with their respective Utility Valuation Expert for the preparation and completion of their respective Utility Valuation Expert's appraisal report and any additional work by their respective Utility Valuation Expert necessary to assist in the processing and prosecution of the application to the PaPUC in regard to this transaction under Section 1329.

**Section 7.09. EDU Allocations.**

In connection with EDU allocations, Buyer shall at all times act in compliance with Seller's ordinances, including those with respect to zoning and land use, the Seller's Act 537 plan and the Seller's comprehensive plans.

**Section 7.10 Act 537 Plan.**

(a) Buyer acknowledges that Seller previously drafted and committed to an Act 537 Plan under the Pennsylvania Sewage Facilities Act (the original plan established in 1995, together with all subsequent amendments, the "Plan"), which has been made available to Buyer and which may be amended pursuant to Section 12.08 hereunder. Buyer understands that the Plan contains obligations and commitments, as more fully set forth in the Plan to complete certain improvements and upgrades to the System (the "System Improvements"). Buyer shall accept and complete all of the System Improvements as Seller agreed to complete under the Plan.

(b) Buyer acknowledges the Seller has jurisdiction over sewage facilities planning and sewer service through the Plan and its Act 537 planning program, zoning, subdivision and land development ordinances and comprehensive land use planning policies. Buyer and Seller shall cooperate with respect to current and future sewage facilities planning and sewer service consistent with the provisions of this Section 7.10.

(c) Subject to PaPUC approval of the Service Area as specified in Section 7.10, Buyer shall extend sewer lines and provide sewage collection and treatment services to properties within the Service Area in a manner consistent with the Plan and the Buyer's Tariff. Pursuant to Section 12.08, Seller will confer with Buyer concerning any amendment to the Plan that would affect the provision of sewage collection and treatment services within the Service Area. Seller will not propose or adopt any amendment to the Plan that would reduce the Service Area or divert wastewater flows generated from properties located within the Service Area from being served by the System without the approval of Buyer.

(d) Buyer will not request, pursue, or implement expansions of the System within the Seller's border beyond the current Service Area (that would trigger a Plan amendment) without the prior written approval of Seller and the PaDEP. Seller shall promptly notify and confer with Buyer, and consider Buyer's comments, concerning any proposed Plan amendment (including any sewage facilities planning module) that would involve the provision of sewage collection and treatment services by the System to area or properties outside of the Service Area. With respect to any such potential Plan amendment, Seller and Buyer shall cooperate in evaluating alternatives for provision of sewage services to such areas consistent with the requirements of 25 Pa Code Ch. 71, including consideration of the technical feasibility, economic feasibility and cost effectiveness, consistency with the objectives and policies of plans and requirements of 25 Pa. Code Ch. 71.21(a)(5), consistency with municipal land use plans and ordinances, subdivision ordinances and other ordinances and plans for controlling land use and development, technically and administratively able to be implemented, and other factors required under Act 537 or under Buyer's Tariff.

(e) If Seller and Buyer each determine that the provision of sewage collection and treatment services by the System to certain areas or properties outside of the Service Area is technically feasible, economically feasible and cost effective, and meets all of the requirements set forth in Act 537 and 25 Pa. Code Ch. 71, the Seller shall amend the Plan to include such identified areas and properties in the Service Area. If Seller amends the Plan pursuant to this subsection and such amendment is approved by PaDEP, (i) Buyer shall request that the modified Service Area be approved by PaPUC; and (ii) subject to PaPUC approval of the inclusion of such modified Service Area, Buyer shall extend sewer lines and provide sewage collection services to properties within such Service Area in a manner consistent with the Plan and Buyer's Tariff.

### **Section 7.11 Compliance and Operational Reports.**

After the Effective Date and through the Closing Date, Seller shall provide Buyer with a periodic report to the person designated by Buyer, disclosing any and all material compliance or operational deficiencies that occurred during the previous month.

### **Section 7.12 Required Sewer Projects.**

On or prior to the first anniversary of the Closing Date, Buyer shall complete the sewer projects set forth on Schedule 7.12 (the "Required Sewer Projects") and a map of the expanded Service Area anticipated to result from the Required Sewer Projects is set forth on Schedule 7.12. Each Required Sewer project is deemed complete only upon notice of Seller's reasonable satisfaction of completion. After the Effective Date and through the completion date of each

Required Sewer Project, Buyer shall provide Seller with a periodic report to the person designated by Seller, with an update and status report regarding each Required Sewer Project.

**Section 7.13 Governance Matters.**

Effective on the Closing Date, Seller shall:

(i) provide Buyer with all financial information and other reports or communications received by Seller from the Valley Forge Sewer Authority within two (2) Business Days of receipt of such information by Seller from the Valley Forge Sewer Authority; and

(ii) appoint, as Seller representative, the person identified by Buyer to the joint board pursuant to the Valley Forge Sewage Treatment Plant Agreement and any successor to any subsequent term.

**ARTICLE VIII.**

**INDEMNIFICATION**

**Section 8.01. Survival.**

All representations and warranties contained in this Agreement shall survive until twelve (12) months following the Closing Date, except that (a) the representations and warranties of Seller set forth in Section 4.01 (Organization), Section 4.02 (Power and Authority), Section 4.03 (Enforceability) and Section 4.15 (Brokers' and Finders' Fees) (collectively, the "Seller Fundamental Representations") shall survive the Closing indefinitely or until the latest date permitted by Law, and (b) the representations and warranties of Buyer set forth in Section 5.01 (Organization), Section 5.02 (Authorization and Validity of Agreement), and Section 5.05 (Brokers' and Finders' Fees) (collectively, the "Buyer Fundamental Representations") shall survive the Closing indefinitely or until the latest date permitted by Law. The covenants and agreements of the Parties contained in this Agreement survive the Closing indefinitely or for the shorter period explicitly specified therein, except that for those covenants and agreements that survive for a shorter period, breaches thereof survive indefinitely or until the latest date permitted by Law. Notwithstanding the preceding sentences, (x) any breach of representation, warranty, covenant or agreement in respect of which indemnity may be sought under this Agreement shall survive the time at which it would otherwise terminate pursuant to the preceding sentences, if notice of the inaccuracy or breach thereof giving rise to such right of indemnity shall have been given to the Party against whom such indemnity may be sought before such time, and (y) nothing contained in this Section 8.01 shall limit in any way any rights a Party may have to bring claims grounded in fraud, intentional misrepresentation or willful misconduct, which rights shall survive the Closing indefinitely.

**Section 8.02. Indemnification by Seller.**

To the maximum extent permitted by Law and subject to the terms and conditions of this Article VIII, Seller shall indemnify, defend and hold harmless, Buyer and its successors and Affiliates and their respective employees, officers, directors, trustees and agents (the "Buyer

Indemnified Persons”), from and against any and all claims for Losses arising from or relating to: (a) any misrepresentation as to, or any material inaccuracy in, any of the representations and warranties of Seller contained in this Agreement or in any exhibit, schedule, certificate or other instrument or document furnished or to be furnished by Seller before the Closing pursuant to this Agreement (without regard to any materiality, Material Adverse Effect or related qualifications in the relevant representation or warranty (except where such provision requires disclosure of lists of items of a material nature or above a specified threshold)); (b) any breach or nonfulfillment of any of the covenants or agreements of Seller contained in this Agreement or in any exhibit, schedule, certificate or other instrument or document furnished or to be furnished by Seller before the Closing pursuant to this Agreement; or (c) any Excluded Liability or Excluded Asset.

### **Section 8.03. Indemnification by Buyer.**

To the maximum extent permitted by Law and subject to the terms and conditions of this Article VIII, Buyer shall defend, indemnify and hold harmless Seller and its successors and Affiliates and each of their respective employees, officers, directors and agents (the “Seller Indemnified Persons”) from and against any and all claims for Losses arising from or relating to: (a) any material misrepresentation as to, or any material inaccuracy in, any of the representations and warranties of Buyer contained in this Agreement or in any exhibit, schedule, certificate or other instrument or document furnished or to be furnished by Buyer pursuant to this Agreement; (b) any material breach of any of the covenants or agreements of Buyer contained in this Agreement or in any exhibit, schedule certificate or other instrument or document furnished or to be furnished by Buyer pursuant to this Agreement; (c) any Assumed Liability as and when payment and performance is due, including without limitation any liability related to any claims by any Governmental Authority; (d) Buyer’s actions involving Environmental Laws, Hazardous Materials or environmental claims from and after the Closing Date; or (e) the ownership, operation or control of the Acquired Assets or the System from and after the Closing Date.

### **Section 8.04. Indemnification Procedure.**

(a) Third Party Claims. If any Indemnified Party receives notice of the assertion or commencement of any action, suit, claim or other legal proceeding made or brought by any Person who is not a Party or an Affiliate of a Party or a Representative of a Party (a “Third Party Claim”) against such Indemnified Party with respect to which the Indemnifying Party may be obligated to provide indemnification under this Agreement, the Indemnified Party shall promptly notify the Indemnifying Party thereof. The failure to give such prompt notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits material rights or material defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Third Party Claim in reasonable detail and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party may participate in, or by giving notice to the Indemnified Party (and subject to the other requirements herein) to assume the defense of any Third Party Claim at the Indemnifying Party’s expense and by the Indemnifying Party’s own counsel (which counsel shall be reasonably acceptable to the Indemnified Party), so long as (i) the Indemnifying Party notifies the Indemnified Party, within ten (10) Business Days after the Indemnified Party has given notice of the Third Party Claim to the Indemnifying Party (or by such earlier date as may be necessary under applicable procedural rules in order to file a timely

appearance and response) that the Indemnifying Party is assuming the defense of such Third Party Claim, and if the Indemnifying Party assumes control of such defense it must first agree and acknowledge in such notice that the Indemnifying Party is fully responsible (with no reservation of any rights other than the right to be subrogated to the rights of the Indemnified Party) for all Losses relating to such Third Party Claim, (ii) the Indemnifying Party conducts the defense of the Third Party Claim actively and diligently and at its own cost and expense, and (iii) the Third Party Claim (A) does not involve injunctive relief, specific performance or other similar equitable relief, any claim in respect of Taxes, any Governmental Authority, any criminal allegations, or any potential damage to the goodwill, reputation or overriding commercial interests of Buyer or its Affiliates, (B) is not one in which the Indemnifying Party is also a party and joint representation would be inappropriate or there may be legal defenses available to the Indemnified Party which are different from or additional to those available to the Indemnifying Party, or (C) does not involve a claim which, upon petition by the Indemnified Party, the appropriate court rules that the Indemnifying Party failed or is failing to vigorously prosecute or defend. The Indemnified Party shall reasonably cooperate in good faith in such defense. If the Indemnifying Party assumes the defense of any Third Party Claim, subject to Section 8.04(b), it may take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party may, at its own cost and expense, participate in the defense of any Third Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof. If the Indemnifying Party elects not to compromise or defend such Third Party Claim or fails to promptly notify the Indemnified Party in writing of its election to defend as specified in this Agreement, the Indemnified Party may, subject to Section 8.04(b), pay, compromise, and defend such Third Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third Party Claim. Seller and Buyer shall reasonably and in good faith cooperate with each other in all reasonable respects in connection with the defense of any Third Party Claim, including making available records relating to such Third Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party or management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third Party Claim.

(b) Settlement of Third Party Claims. Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third Party Claim without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed), except as specified in this Section 8.04(b). If a firm offer is made to settle a Third Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall promptly notify the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within fifteen (15) days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third Party Claim and in such event, the maximum liability of the Indemnifying Party as to such Third Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third Party Claim, the Indemnifying Party may settle the Third Party Claim upon the terms set forth in such firm offer to settle such Third Party Claim. If the

Indemnified Party has assumed the defense pursuant to Section 8.04(a), it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

(c) Direct Claims. Any claim by an Indemnified Party with respect to any Loss which does not arise or result from a Third Party Claim (a “Direct Claim”) shall be asserted by the Indemnified Party giving the Indemnifying Party prompt notice thereof. The failure to give such prompt notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits material rights or material defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail and shall indicate the estimated amount, if reasonably practicable, of the Losses that have been or may be sustained by the Indemnified Party. The Indemnifying Party shall have thirty (30) days after its receipt of such notice to respond in writing to such Direct Claim. During such thirty (30) day period, the Indemnified Party shall reasonably cooperate and assist the Indemnifying Party in determining the validity and amount of such Direct Claim. If the Indemnifying Party does not so respond within such thirty (30) day period, by delivery of notice disputing the basis or amount of the Direct Claim, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement. If the Indemnifying Party has timely disputed its indemnity obligation for any Losses with respect to such Direct Claim, the Parties shall proceed in good faith to negotiate a resolution of such dispute and, if not resolved through negotiations, such dispute may be resolved by litigation in an appropriate court of jurisdiction determined pursuant to this Agreement.

#### **Section 8.05. Limitations on Indemnification Obligations.**

(a) Subject to the other limitations contained in this Section 8.05, neither Buyer nor Buyer Indemnified Persons shall seek indemnification pursuant to Section 8.02(a) (other than for an intentional breach of any agreement or covenant contained in this Agreement or for breach of Seller’s Fundamental Representations) unless the aggregate amount of Losses incurred by Buyer and Buyer Indemnified Persons under this Agreement exceeds one (1) percent of the Purchase Price in the aggregate (the “Threshold Amount”), in which case Seller will then be liable only for Losses in excess of the Threshold Amount, except that the limitations contained in this Section 8.05(a) shall not apply to any claims for indemnification based on fraud, intentional misrepresentation or willful misconduct.

(b) Subject to the other limitations contained in this Section 8.05 neither Seller nor the Seller Indemnified Persons shall seek indemnification pursuant to Section 8.03(a) (other than for an intentional breach of any agreement or covenant contained in this Agreement) unless the aggregate amount of Losses incurred by Seller and Seller Indemnified Persons under this Agreement exceeds the Threshold Amount, in which case Buyer will then be liable only for Losses in excess of the Threshold Amount, except that the limitations contained in this Section 8.05(a) shall not apply to any claims for indemnification based on fraud, intentional misrepresentation or willful misconduct.

(c) Except in the case of fraud, intentional misrepresentation or willful misconduct (for which all applicable legal and equitable remedies will be available to Buyer), the Buyer

Indemnified Parties shall only be entitled to assert claims under Section 8.02(a) (other than claims with respect to breaches of any of the Seller Fundamental Representations, which shall not be limited by this Section 8.05(c)) up to the aggregate amount of 5% of Purchase Price (the “Liability Cap”), which shall represent the sole and exclusive remedy of Buyer and the other Buyer Indemnified Parties for any such claims under Section 8.02(a) (other than claims with respect to breaches of any of the Seller Fundamental Representations or in the case of fraud, intentional misrepresentation or willful misconduct which shall not be subject to the Liability Cap, but shall be capped at the Purchase Price).

(d) Payments by an Indemnifying Party pursuant to Section 8.02 or Section 8.03 in respect of any Loss shall be limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution or other similar payment received or reasonably expected to be received by the Indemnified Party in respect of any such claim. The Indemnified Party shall use its commercially reasonable efforts to recover under insurance policies or indemnity, contribution or other similar agreements for any Losses before seeking indemnification under this Agreement.

(e) Payments by an Indemnifying Party pursuant to Section 8.02 or Section 8.03 in respect of any Loss shall be reduced by an amount equal to any Tax benefit realized or reasonably expected to be realized as a result of such Loss by the Indemnified Party.

(f) Each Indemnified Party shall take, and cause its Affiliates to take, all reasonable steps to mitigate any Loss upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto, including incurring costs only to the minimum extent necessary to remedy the breach that gives rise to such Loss.

(g) Subject to the provisions of Sections 3.01, 7.06, 15.11 and any other provisions for equitable relief and/or specific performance, the Parties’ sole and exclusive remedy with respect to any and all claims for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this Article VIII. Each Party hereby waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other Party and their Affiliates and each of their respective Representatives arising under or based upon any Law, except pursuant to the indemnification provisions set forth in this Article VIII. Nothing in this Section 8.05(g) shall limit any Party’s right to seek and obtain any equitable relief and/or specific performance pursuant to this Agreement.

**Section 8.06. Knowledge of Breach.**

Neither Party shall be liable for any Losses based upon or arising out of any inaccuracy in or breach of any representations or warranties of such Party contained in this Agreement if the Party claiming such Losses had Knowledge of such inaccuracy or breach before the Closing.

## ARTICLE IX.

### **PRE-CLOSING COVENANTS OF SELLER**

#### **Section 9.01. Operation of the System.**

Except as otherwise expressly permitted by this Agreement, as required by Law or with the prior written consent of Buyer (which consent shall not be unreasonably withheld, delayed or conditioned), from the Effective Date until the Closing, Seller shall (i) operate and manage the System only in the ordinary course of business in accordance with past practices and procedures, (ii) collect accounts receivable and pay accounts payable in the ordinary course and in a manner consistent with its past practices, (iii) comply in all material respects with all Laws and Authorizations and Permits, (iv) use its commercially reasonable efforts to maintain and preserve intact the business and assets of the System and preserve the rights, franchises, goodwill and relationships of Seller and the System and its customers, lenders, suppliers, regulators, and others having business relationships with Seller and the System, (iv) continue to collect EDU Fees, and sewer rents in a manner consistent with past practice, without discounting such EDU Fees, and sewer rents, (v) perform all of its obligations under all Assigned Contracts, and (vi) not take any action, or omit to take any action, that would cause to occur a fact, circumstance, condition or occurrence regarding the System or any of the Acquired Assets that could reasonably be expected to have a Material Adverse Effect.

#### **Section 9.02. Cooperation.**

Seller shall reasonably cooperate with Buyer and its employees, attorneys, accountants and other agents and, generally, act in reasonably good faith to timely effectuate the purposes of this Agreement and the consummation of the transactions contemplated by this Agreement.

#### **Section 9.03. Supplements and Updates.**

Seller shall promptly deliver to Buyer any supplemental information and reports updating the information set forth in the representations and warranties set forth in Article IV of this Agreement so that such representations and warranties as supplemented by such information will be true and correct as of the Closing Date (or such other date as specified in such representations and warranties) as if then made. Within ten (10) Business Days of having Knowledge of the same, but in no event later than three (3) Business Days before the Closing Date, Seller shall promptly advise Buyer of any facts which would be a breach of a representation or warranty as of the date made or a default in a covenant contained herein.

#### **Section 9.04. Consents and Approvals.**

Promptly after the Effective Date, or as required by Law, except as otherwise expressly specified in this Agreement, Seller shall file all applications and reports that are required to be filed by Seller with any Governmental Authority necessary to undertake and consummate the transactions contemplated in this Agreement as set forth on Schedule 4.05. Seller shall also promptly provide all information that any Governmental Authority may require in connection with any such application or report. Seller shall use its commercially reasonable efforts to obtain each

consent, waiver, authorization or approval of any kind from any Person in connection with the transactions contemplated by this Agreement. All authorizations of any Governmental Authority necessary to consummate the transactions contemplated by this Agreement will be in form and content reasonably satisfactory to Buyer and Seller before Closing and shall be final and non-appealable. If a party to the PaPUC proceeding appeals PaPUC authorization of the transaction, Buyer and Seller may mutually agree to proceed to consummate the transaction.

**Section 9.05. Pending Development Plan Agreements / Future Developments.**

Seller shall enforce all of its rights and the counterparties' obligations under any agreements relating to Pending Development Plans in existence as of the Effective Date, which shall not be amended without notice to and the consent of Buyer, which consent shall not be unreasonably withheld and Buyer shall provide such consent to Seller within fifteen (15) days of notice from Seller or this consent requirement is deemed waived by Buyer after such date. After the Effective Date, Seller shall not enter into any new agreements (including Land Development Agreements and Financial Security Agreements) with landowners regarding the construction of any sewer facilities which, upon completion of construction, will be transferred to Buyer pursuant to Section 2.01 without notice to and the consent of Buyer, which consent shall not be unreasonably withheld and Buyer shall provide such consent to Seller within seven (7) days of notice from Seller or this consent requirement is deemed waived by Buyer after such date. For the avoidance of doubt, any attempt by Buyer to withhold consent for entry into any amendment or new agreement by Seller pursuant to this Section 9.05 that is, in the opinion of Seller's solicitor, required pursuant to the Pennsylvania Municipal Planning Code is deemed unreasonable. Prior to Closing, Seller shall complete the dedication of all Acquired Assets.

**ARTICLE X.**

**PRE-CLOSING COVENANTS OF BUYER**

**Section 10.01. Actions Before the Closing Date.**

Buyer shall not take any action which shall cause it to be in breach of any representation, warranty, covenant or agreement contained in this Agreement or cause it to be unable to perform in any material respect its obligations hereunder, and Buyer shall use its commercially reasonable efforts (subject to any conditions set forth in this Agreement) to perform and satisfy all conditions to Closing to be performed or satisfied by Buyer under this Agreement, including action necessary to obtain all consents and approvals from any Person required to be obtained by Buyer to effect the transactions contemplated by this Agreement.

**Section 10.02. Governmental Approvals.**

Promptly after the execution of this Agreement, or as required by Law, except as otherwise expressly specified in this Agreement, Buyer shall file all applications and reports that are required to be filed by Buyer with any Governmental Authority as set forth on Schedule 5.04. Buyer shall also promptly provide all information that any Governmental Authority may reasonably require in connection with any such application or report.

**Section 10.03. Cooperation.**

Buyer shall reasonably cooperate with Seller and their employees, attorneys, accountants and other agents and, generally, do such other acts and things in good faith as may be reasonable to timely effectuate the purposes of this Agreement and the consummation of the transactions contemplated in accordance with the provisions of this Agreement.

**Section 10.04. Supplements and Updates.**

Buyer shall promptly deliver to Seller any supplemental information updating the information set forth in the representations and warranties set forth in Article V of this Agreement so that such representations and warranties as supplemented by such information will be true and correct as of the Closing Date (or such other date as specified in such representations and warranties) as if then made. At least three (3) Business Days before the Closing Date, Buyer shall advise Seller of any facts which would be a breach of a representation or warranty as of the date made or a default in a covenant contained herein.

**ARTICLE XI.**

**CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER**

The obligation of Seller to consummate the transactions provided for in this Agreement is subject to the satisfaction, at or before the Closing, of the following conditions, any one or more of which may be waived in writing by Seller in its sole discretion:

**Section 11.01. Consents and Approvals.**

Receipt of all required material, consents, waiver, authorizations or approvals of any Governmental Authority, or of any other Person and any other approvals necessary to consummate the transactions contemplated by this Agreement set forth in Schedule 5.04, including without limitation all required EPA and PaDEP approvals and all such Authorizations and Permits and Governmental Approvals must be final (and not subject to any appeal and any applicable appeal period having expired).

**Section 11.02. Representations and Warranties of Buyer.**

The representations and warranties made by Buyer in Article V which are (a) not qualified by materiality must be true and correct in all material respects on and as of the Closing Date (except for representations or warranties that speak of a specific date or time other than the Closing Date which must be true and correct in all material respects as of such specified date) and (b) qualified by materiality must be true and correct in all respects on and as of the Closing Date (except for representations or warranties that speak of a specific date or time other than the Closing Date which must be true and correct in all respects as of such specified date), and Seller must have received a certificate to that effect from a duly authorized officer of Buyer dated as of the Closing Date.

**Section 11.03. [PaPUC Approval.**

PaPUC must have issued a Final Order approving the acquisition of the System under terms and conditions that are reasonably acceptable to Seller and Buyer. If a party to the PaPUC proceeding appeals or files a petition for reconsideration of PaPUC authorization of the transaction, Buyer and Seller may mutually agree to proceed to consummate the transaction.]

**Section 11.04. No Injunctions.**

Neither Seller nor Buyer are subject to any injunction, preliminary restraining order or other similar decree of a court of competent jurisdiction prohibiting the consummation of the transactions contemplated by this Agreement.

**Section 11.05. Performance of the Obligations of Buyer.**

Buyer must have performed in all material respects all obligations required under this Agreement to be performed by Buyer on or before the Closing Date, and Seller must have received a certificate to that effect from Buyer dated the Closing Date.

**Section 11.06. Deliveries by Buyer.**

Buyer must have made delivery to Seller of the documents and items specified in Section 13.03 herein.

**Section 11.07. No Material Adverse Effect.**

There must not have occurred any event or condition which gives rise to a Material Adverse Effect with respect to the Acquired Assets or the System.

**ARTICLE XII.**

**CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER**

The obligation of Buyer to consummate the transactions provided for in this Agreement is subject to the satisfaction, at or before the Closing, of the following conditions, any one or more of which may be waived in writing by Buyer in its sole discretion:

**Section 12.01. Consents and Approvals.**

Receipt of all required material, consents, waivers, authorizations or approvals of any Governmental Authority, or of any other Person and any other approvals necessary to consummate the transactions contemplated by this Agreement set forth in Schedule 4.05, including without limitation all required EPA and PaDEP approvals and all such Authorizations and Permits and Governmental Approvals must be final (and not subject to any appeal and any applicable appeal period having expired).

**Section 12.02. Representations and Warranties of Seller.**

The representations and warranties made by Seller in Article IV this Agreement (disregarding all “materiality” and “Material Adverse Effect” or similar qualifications contained therein) must be true and correct on and as of the Closing Date (except for representations and warranties expressly stated to relate to a specific date, in which case each such representation and warranty must be true and correct as of such earlier date), with only such exceptions as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and Buyer must have received a certificate to that effect from Seller dated as of the Closing Date.

**Section 12.03. PaPUC Approval.**

PaPUC must have issued a Final Order approving the acquisition of the System under terms and conditions that are reasonably acceptable to Seller and Buyer. If a party to the PaPUC proceeding appeals PaPUC authorization of the transaction, Buyer and Seller may mutually agree to proceed to consummate the transaction.]

**Section 12.04. No Injunctions.**

Neither Seller nor Buyer are subject to any injunction, preliminary restraining order or other similar decree of a court of competent jurisdiction prohibiting the consummation of the transactions contemplated by this Agreement.

**Section 12.05. No Material Adverse Effect.**

There must not have occurred any event or condition which gives rise to a Material Adverse Effect with respect to the Acquired Assets or the System.

**Section 12.06. Deliveries by Seller.**

Seller must have made delivery to Buyer of the documents and items specified in Section 13.02 herein.

**Section 12.07. Performance of the Obligations of Seller.**

Seller must have performed in all material respects all obligations required under this Agreement to be performed by Seller on or before the Closing Date, and Buyer must have received a certificate to that effect from Seller dated the Closing Date.

**Section 12.08. Act 537 Plan.**

The Seller must have obtained PaDEP approval of all Act 537 Plan revisions or updates (i) required by PaDEP in order to allow acquisition of the System by Buyer or (ii) otherwise required to address other outstanding deficiencies with respect to existing Act 537 Plan, upon terms and conditions satisfactory to Buyer in its reasonable discretion. Notwithstanding the previous sentence, Buyer shall be responsible for the costs of preparing and submitting any necessary revisions to the Act 537 Plan required to allow acquisition of the System by Buyer. Seller and Buyer shall cooperate regarding the Act 537 Plan submission and PaDEP approval process.

## ARTICLE XIII.

### CLOSING

#### **Section 13.01. Closing Date.**

The Closing shall take place at the offices of Hamburg, Rubin, Mullin, Maxwell and Lupin, PC (375 Morris Rd, Lansdale, PA 19446) at 10:00 a.m. Eastern Standard Time on the earliest agreed upon date or within twenty (20) Business Days after the date upon which all the conditions precedent to Closing described in this Agreement have been fulfilled or waived and Buyer and Seller receive the last of the required consents, waivers, authorizations and approvals from the Governmental Authorities, in each case, for the transactions contemplated by this Agreement, or at such other place and time, by such other method, or on such other date, as may be mutually agreed to by the Parties (the "Closing Date"). The Closing will be effective at 12:01 a.m., East Whiteland Township, PA time, on the Closing Date (the "Closing Effective Time").

#### **Section 13.02. Deliveries by Seller.**

At the Closing, Seller shall deliver or cause to be delivered to Buyer executed copies of the following agreements, documents and other items:

(a) A Bill of Sale transferring all of the Acquired Assets comprising personal property, in the form attached as Exhibit A;

(b) Possession of the Acquired Assets, including without limitation, the Real Property, the Easements and an interest in the Missing Easements, including a license from Seller to Buyer;

(c) A duly executed counterpart to an Assignment and Assumption Agreement with respect to the Assumed Liabilities (the "Assignment and Assumption Agreement"), in the form attached as Exhibit B;

(d) The consents to transfer all of the Assigned Contracts and Authorizations and Permits (including environmental Authorizations and Permits), to the extent required hereunder;

(e) One or more special warranty or other deeds in recordable form reasonably acceptable to Buyer transferring fee simple title of Real Property;

(f) Copies or originals of all Files and Records, materials, documents and records in possession of Seller relating to the Real Property or the Assigned Contracts;

(g) Certificate of Seller pursuant to Section 12.02 of this Agreement;

(h) Certificate of Seller pursuant to Section 12.07 of this Agreement;

(i) Any documents duly executed by Seller required by the Title Company to issue final owner's title policies in accordance with the provisions of Article VI;

(j) A duly executed counterpart to the Escrow Agreement; and

(k) All such other instruments of conveyance or other documents as shall, in the reasonable opinion of Buyer and its counsel, be necessary to transfer to Buyer the Acquired Assets in accordance with this Agreement or to carry out the terms of this Agreement, duly executed and acknowledged by Seller, if necessary, and in a recordable form.

**Section 13.03. Deliveries by Buyer.**

At the Closing, Buyer shall deliver or caused to be delivered to Seller the following agreements, documents and other items:

- (a) Payment in full of the Purchase Price;
- (b) A duly executed counterpart to the Assignment and Assumption Agreement;
- (c) Certificate of Buyer pursuant to Section 11.02 of this Agreement;
- (d) Certificate of Buyer pursuant to Section 11.05 of this Agreement;
- (e) Evidence of PaPUC approval as specified in Section 12.03;
- (f) A duly executed counterpart to the Escrow Agreement; and

(g) All such other instruments of assumption as shall, in the reasonable opinion of Seller and its counsel, be necessary for Buyer to assume the Assumed Liabilities in accordance with this Agreement.

**ARTICLE XIV.**

**TERMINATION**

**Section 14.01. Events of Termination.**

This Agreement may be terminated and abandoned at any time before the Closing:

- (a) By the mutual consent of Seller and Buyer;
- (b) By either Seller or Buyer, upon notice, if:
  - (i) the Closing does not occur on or before the Outside Date, except Buyer has the one-time right, upon notice to Seller, to extend the Outside Date for up to ninety (90) days if, in the Buyer's sole discretion, any such amount of time up to ninety (90) days is necessary to obtain a required Governmental Approval; or
  - (ii) any Governmental Authority issues an order, decree or ruling or taken any other action, in each case permanently restraining, enjoining or otherwise prohibiting the material transactions contemplated by this Agreement and such order, decree, ruling or other action becomes final and non-appealable;

(c) By Seller (if Seller is not then in material breach of any provision of this Agreement) if a material breach of any covenant or agreement to be performed or complied with by Buyer pursuant to the terms of this Agreement or of any representation or warranty of Buyer contained in this Agreement, which breach (i) has continued without cure for a period of sixty (60) days following notice thereof by Seller to Buyer or if such breach cannot be cured and (ii) would result in a condition to Closing set forth in Article XI of this Agreement not being satisfied (which condition has not been waived by Seller in writing); or

(d) By Buyer (if Buyer is not then in material breach of any provision of this Agreement) if a material breach of any covenant or agreement to be performed or complied with by Seller pursuant to the terms of this Agreement or of any representation or warranty of Seller contained in this Agreement, which breach (i) has continued without cure for a period of sixty (60) days following notice thereof by Buyer to Seller or if such breach cannot be cured and (ii) would result in a condition to Closing set forth in Article XII of this Agreement not being satisfied (which condition has not been waived by Buyer in writing).

This Agreement may not be terminated after the Closing.

**Section 14.02. Effect of Termination.**

If this Agreement is terminated by Seller or Buyer pursuant to Section 14.01, notice thereof will be given promptly to the other and all further obligations of the Parties terminate without further action by either Party and without liability or other obligation of either Party to the other Party hereunder, except that no Party will be released from liability hereunder if this Agreement is terminated and the transactions abandoned by reason of any willful breach of this Agreement.

**Section 14.03. Damages for Willful Breach.**

If this Agreement is terminated as a result of willful breach by either Party as described in Section 14.02, the Party who willfully breached the Agreement is liable for Losses incurred by the non-breaching Party as a result of the breach in accordance with Article VIII.

**ARTICLE XV.**

**MISCELLANEOUS**

**Section 15.01. Confidentiality.**

Except as and to the extent required by Law (including but not limited to the Pennsylvania Right-To-Know Act at 65 Pa § 67.101) or pursuant to an order of a court of competent jurisdiction and as required hereunder to obtain any and all required Governmental Approvals, neither Party shall, directly or indirectly, disclose or use (and no Party shall permit its Representatives to disclose or use) any Confidential Information with respect to the other Party furnished, or to be furnished, by such other Party or its Affiliates or Representatives to the other Party or its Affiliates or Representatives in connection herewith at any time or in any manner other than in connection with the completion of the transactions contemplated by this Agreement and related transactions.

**Section 15.02. Public Announcements.**

Subject to Law or listing rules of an exchange on which Buyer's parent corporation's stock is listed, and except as otherwise set forth herein, the initial public announcement relating to the transactions contemplated herein will be mutually agreed upon and jointly made by the Parties. Subsequent public announcements related to the sale of the System by one Party shall be provided to the other Party as soon as reasonably practicable before issuance.

**Section 15.03. Notices.**

All notices, other communications and approvals required or permitted by this Agreement shall be in writing, shall state specifically that they are being given pursuant to this Agreement and shall be addressed as follows:

in the case of Seller:

East Whiteland Township  
209 Conestoga Road  
Frazer, PA 19355  
Attention: Manager

with a copy to:

Hamburg, Rubin, Mullin, Maxwell and Lupin, PC  
375 Morris Rd  
Lansdale, PA 19446  
Attention: Joseph J. McGrory, Jr., Solicitor

in the case of Buyer:

[\_\_\_\_\_]   
Attn: President

with a copy to:

[\_\_\_\_\_]   
Attn: General Counsel

or such other persons or addresses as a Party may from time to time designate by notice to the other Party. A notice, other communication or approval is deemed to have been sent and received (i) on the day it is delivered, or if such day is not a Business Day or if the notice is received after ordinary office hours (time or place of receipt), the notice, other communication or approval is deemed to have been sent and received on the next Business Day, or (ii) on the fourth Business Day after mailing if sent by United States registered or certified mail.

**Section 15.04. Headings.**

The article, section and paragraph headings in this Agreement are for reference purposes only and do not affect the meaning or interpretation of this Agreement.

**Section 15.05. Severability.**

If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**Section 15.06. Entire Agreement.**

This Agreement is the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the Parties. There are no representations, warranties, conditions or other agreements, whether direct or collateral, or express or implied, that form part of or affect this Agreement, or that induced any Party to enter into this Agreement or on which reliance is placed by any Party, except as specifically set forth in this Agreement. The Parties acknowledge and agree that (i) each has substantial business experience and is fully acquainted with the provisions of this Agreement, (ii) the provisions and language of this Agreement have been fully negotiated and (iii) no provision of this Agreement shall be construed in favor of any Party or against any Party by reason of such provision of this Agreement having been drafted on behalf of one Party rather than the other Party.

**Section 15.07. Amendments; Waivers.**

The Parties may amend this Agreement only by the Parties' written agreement that identifies itself as an amendment to this Agreement. Any waiver of, or consent to depart from, the requirements of any provision of this Agreement will be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement will operate as a waiver of such right. No single or partial exercise of any such right will preclude any other or further exercise of such right or the exercise of any other right.

**Section 15.08. Parties in Interest; Third Party Beneficiary.**

This Agreement is not intended to and shall not be construed to create upon any Person other than the Parties any rights or remedies hereunder.

**Section 15.09. Anti-Assignment; Successors and Assigns.**

Neither Party to this Agreement may assign any right or delegate any performance under this Agreement without the prior written consent of the other Party. A purported assignment or purported delegation without prior written consent is void. This agreement is binding upon, and inures to the benefit of, the Parties and their permitted respective successors and assigns.

**Section 15.10. Governing Law; Jurisdiction.**

The laws of the Commonwealth of Pennsylvania (without giving effect to its conflicts of law principles) govern all matters arising and relating to this Agreement, including torts. The

Parties irrevocably agree and consent to the jurisdiction of the United States District Court for the Eastern District of Pennsylvania and the Court of Common Pleas of Chester County, Pennsylvania, for the adjudication of any matters arising under or in connection with this Agreement. Any action initiated in court shall be filed and litigated (including all discovery proceedings) exclusively in the United States District Court for the Eastern District of Pennsylvania and the Court of Common Pleas of Chester County, Pennsylvania, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

**Section 15.11. Specific Performance.**

Irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties may seek specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity if the other Party has performed in accordance with the terms hereof.

**Section 15.12. Counterparts; Electronic Mail; Facsimile Execution.**

This Agreement may be executed in any number of counterparts which, taken together, is one and the same agreement. This Agreement becomes effective when it has been executed by each Party and delivered to both Parties. To evidence the fact that it has executed this Agreement, a Party may send a copy of its executed counterpart to the other Party by electronic mail or facsimile transmission. Such Party is deemed to have executed and delivered this Agreement on the date it sent such electronic mail or facsimile transmission. In such event, such Party shall forthwith deliver to the other Party an original counterpart of this Agreement executed by such Party.

[THIS SPACE INTENTIONALLY LEFT BLANK;

SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed, or caused to be executed by their duly authorized Representatives, this Agreement as of the Effective Date.

TOWNSHIP OF EAST WHITELAND,  
CHESTER COUNTY

[\_\_\_\_\_]

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Draft – September 15, 2020**

**ASSET PURCHASE AGREEMENT**

**By and Between**

**Township of East Whiteland, Chester County,**

**As Seller**

**and**

**[\_\_\_\_\_]**

**As Buyer**

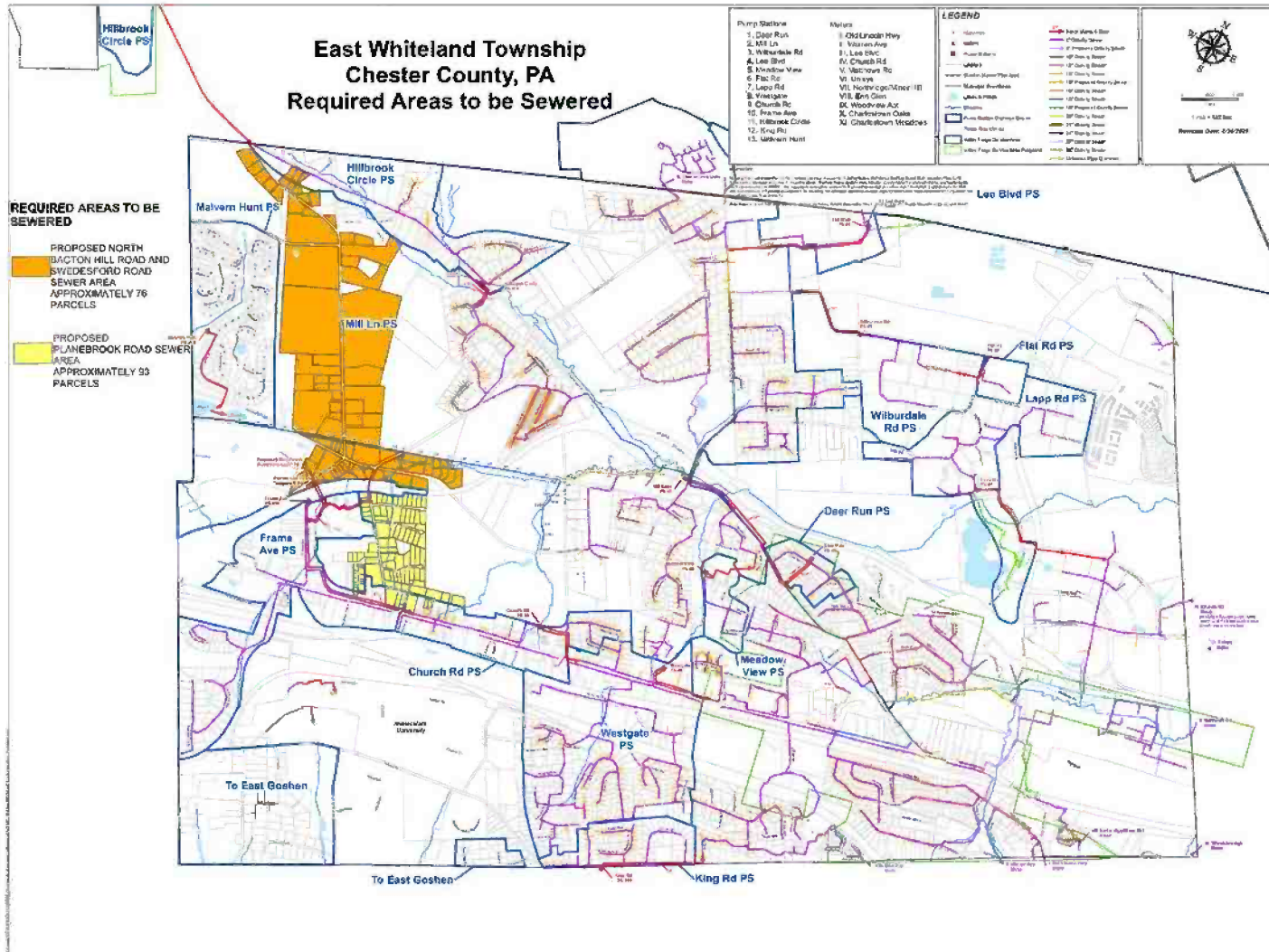
**SCHEDULES AND EXHIBITS**

**Capitalized terms used in the Schedules which are not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement. The Schedules are to be read in their entirety. Nothing in the Schedules is intended to broaden the scope of any representation or warranty in the Agreement. The disclosure of any item, explanation, exception or qualification in any Schedule is disclosure of that item for all purposes for which disclosure is required under the Agreement when it is reasonably apparent from the context that such item, explanation, exception or qualification also relates to another Schedule irrespective of whether any cross reference is made or no Schedule is provided with respect to a representation. Other than as expressly set forth herein or when the Schedules reference agreements or other matters not documented in a separate writing, all descriptions of agreements, written materials or other matters appearing herein, are summary in nature and are qualified by reference to the complete documents, which have been supplied to the Buyer or its counsel.**



# SCHEDULE B

## Expanded Service Area Map



## **Schedule 2.02(h)**

### Excluded Assets

The Malvern Hunt Pumping Station, force main and the gravity sewer collection system within the Malvern Hunt Wastewater Treatment Plant (the “WWTP”) will be included in the Acquired Assets. However, it is expected that the spray irrigation system associated with the WWTP, including the treatment ponds and the spray irrigation fields, will be decommissioned<sup>1</sup> and, along with associated parcels 42-3-47 and 42-3-127, will be excluded from the sale.

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<sup>1</sup> Pursuant to a plan to be provided by Pennoni.

## **Schedule 4.05**

### Consents and Approvals

1. Pennsylvania Public Utility Commission (“PaPUC”) Approval of Transaction
2. PaPUC Approval of Consent to Assignment and Amendment to Sewer Service Agreements and Related Amendments
3. Pennsylvania Department of Environmental Protection (“PaDEP”) Approval of Sanitary Sewer Collection and Conveyance System Act 537 Plan recognizing transfer of wastewater collection system from Seller to Buyer
4. PaDEP Approval of Transfer of all NPDES<sup>2</sup> and WQM Permits

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<sup>2</sup> NPDES permits will not be transferred if the Malvern Hunt WWTP is decommissioned prior to closing, as anticipated.

**Schedule 4.06**

Undisclosed Liabilities

*To be provided upon further review of due diligence.*

**Schedule 4.07**

**Events Having a Material Adverse Effect**

*To be provided upon further review of due diligence.*

**Schedule 4.08**

Tax Matters

[None.]<sup>3</sup>

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<sup>3</sup> To confirm

## Schedule 4.09

### Real Property and Easements; Liens<sup>4</sup>

[Deed of Dedication of Roads and Sanitary Sewer Easements for Whitewoods Subdivision dated August 8, 2002 by Southdown Properties, Inc. in favor of East Whiteland Township [for sewer main located in Ravine Road].

East Whiteland Municipal Authority Railroad Crossings and Rights-of-Way, prepared by Roy F. Weston, Inc. dated September 25, 1975 and updated September 14, 1977.

Easement Agreement between East Whiteland and Malvern Institute dated September 16, 2003 and recorded January 8, 2004 (King Road Pump Station).]

Easements: See spreadsheet below for Easements and use following key in review of spreadsheet:

### **EAST WHITELAND TOWNSHIP SEWER SALE SPREADSHEET COLOR KEY**

Preliminary guidance on reading spreadsheet:

- The official sewer system map is separated by drainage basin, and therefore the spreadsheet is as well.
- The left-most column labels each sewer line segment by manhole. Often times the same segment of sewer line runs through multiple parcels.
- The owner listed is the most current owner, not the owner of the property at the time the easement/deed of dedication/condemnation/ license was entered into or occurred.
- The right-most column is still incomplete, but will ultimately indicate the type, validity, and issues of each easement/condemnation/deed of dedication/license.

Drainage Basin (heading): **Blue**

Road & Township Owned Property: **Green**

End of Road: **Black**

Same Road, Change of Direction:

Private Property:

Pump Station / Force Main: **Red**

Meter: **Purple**

Train Tracks: **Orange**

Private/Unlabeled Sewer Line: **Pink**

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<sup>4</sup> Initial list of easements has been provided by solicitor. This will be updated and all easements and real property will be confirmed.

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
		DEER RUN DB			
Deer Run PS1	4-4F-13-E	East Whiteland Township	15 Deer Run La.	8918/1465	Deed of Dedication
PS1:MT0052 (FM)					
	42-4K-62	Mark & Karen Schneider	10 Fawn Cir.	No easement found	
	42-4k-61	Mitchell Murtha Sr.	144 Conestoga Rd.	No easement found	
	42-4K-124	Mark Groves	143 Conestoga Rd.	No easement found	
MT0052: Mill Lane PS2 (FM)					
	42-4K-124	Mark Groves	143 Conestoga Rd.	No easement found	
	42-4K-123	Charles Curran	145 Conestoga Rd.	No easement found	
	42-4K-122	Allan Cappelli	147 Conestoga Rd.	No easement found	
	42-4K-121	Vincent C. Gambale	149 Conestoga Rd.	No easement found	
	42-4K-120	Stuart Levin; Kathleen B	151 Conestoga Rd.	No easement found	
	42-4K-119	David Foreman; Nancy McGann	153 Conestoga Rd.	No easement found	
	42-4-71.3	William & Ellen Jordan	1 Manor View Cl.	No easement found	
	42-4-71.23	Christopher & Susan McKenna	1 Valley Creek Rd.	No easement found	
	42-4-38	Diane & Mala Washington	154 Conestoga Rd.	No easement found	
	42-4-39	Emory Washington	158 Conestoga Rd.	No easement found	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
	42-4-18-E	EW Twp.	170 Conestoga Rd.		
	42-4-2.2-E	EW Twp.	198 Conestoga Rd.		
	42-4-2.4-E	EW Twp.	200 Conestoga Rd.		
	42-4-2.5-E	EW Twp.	202 Conestoga Rd.		
PS1:DR0002V	42-4F-13-E	EW Twp.	15 Deer Run La.	8918/1465	Deed of Dedication
DR0002:DR0003	Township Street	Deer Run La.			
DR0003:DR0004	Township Street	Deer Run La.			
DR0004:DR101	Township Street	Deer Run La.			
DR101:DR102	PennDot Rd.	Conestoga Rd.			
DR102:DR103	PennDot Rd.	Conestoga Rd.			
DR0002V:DR0005	Township Street	Deer Run La.			
DR0005:DR0006	Township Street	Deer Run La.			
DR0006:DR301V	Township Street	Deer Run La.			
DR0002V:DR201	Township Street	Fawn Circle			
DR201:DR202	Township Street	Fawn Circle			
DR202:DR203	42-4K-57	Edward Gill; George Gill	11 Fawn Cir.	197/259	Easement
	42-4K-60	Elizabeth Slatcher	146 Conestoga Rd.	199/67	Easement
DR301V:DR302	Township Street	Doe Lane			
DR302:MT0303	Township Street	Doe Lane			

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
MT0303:DR304	Township Street	Doe Lane			
DR301V:DR305	Township Street	Doe Lane			
DR305:DR306	Township Street	Doe Lane			
DR306:DR307	Township Street	Doe Lane			
		MATTHEWS ROAD DB			
MT0914:MT0913	Township Street	Doe Lane			
MT0913:MT0909V	Township Street	Doe Lane			
MT0909V:MT0910	Township Street	Buck Run Lane			
MT0910:MT0911	Township Street	Buck Run Lane			
MT0911:MT0912	Township Street	Buck Run Lane			
MT0909V:MT0908	Township Street	Buck Run Lane			
MT0908:MT0907	Township Street	Buck Run Lane			
MT0907:MT0904V	Township Street	Buck Run Lane			
MT0904V:MT0905	PennDot Road	Swedesford Road			
MT0905:MT0906	PennDot Road	Swedesford Road			
MT0904V:MT0903	PennDot Road	Swedesford Road			
MT0903:MT0902	PennDot Road	Swedesford Road			
MT0902:MT0901V	PennDot Road	Swedesford Road			

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
MT0901V:MT0045	PennDot Road	Conestoga Road			
MT0045:MT0047	42-4-92-E	Free Presbyterian Church	80 Malin Rd.	No easement found	
	42-4-91	Gregory Blackburn	129 Conestoga Rd.	No easement found	
MT0047:MT0048V	PennDot Road	Swedesford Road			
MT0048V:MT0049	PennDot Road	Conestoga Road			
MT0049:MT0050	42-4K-130	Elizabeth Bolt	131 Conestoga Rd.	No easement found	
	42-4K-129	Cecilia Paulking Trust	133 Conestoga Rd.	No easement found	
MT0050:MT0051	42-4K-129	Cecilia Paulking Trust	133 Conestoga Rd.	No easement found	
	42-4K-128	Kris Kraihanzel	135 Conestoga Rd.	No easement found	
MT0051:MT0052	42-4K-127	Adam Wertz	137 Conestoga Rd.	No easement found	
	42-4K-126	Charmeka Parker	139 Conestoga Rd.	No easement found	
	42-4K-125	Catherine Consalvi	141 Conestoga Rd.	No easement found	
	42-4K-124	Mark Groves	143 Conestoga Rd.	No easement found	
MT0052: Mill Lane PS2 (FM) (see above)					
MT0048V:MT1001	Penndot Road	Swedesford Road			
MT1001:MT1002	42-4K-15	Matt & Miroslava Atlay	274 Swedesford Rd.	No easement found	
	42-4K-14	John Mott; D Renita	276 Swedesford Rd.	No easement found	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
MT1002:MT1003	42-4K-14	John Mott; D Renita	276 Swedesford Rd.	No easement found	
	42-4K-13	Dorothy Schmidt	278 Swedesford Rd.	No easement found	
MT1003:MT1004	PennDot Road	Swedesford Road			
MT0901V:MT0045(2)	PennDot Road	Conestoga Road			
MT0045(2): MT0044V	PennDot Road	Conestoga Road			
MT0044V:MT1101	Township Street	Beth Circle			
MT1101:MT1102	Township Street	Beth Circle			
MT0044V:MT0043	42-4-151	William Sabatini	83 Conestoga Rd.	No easement found	
	42-4-150	Margaret Reher; Marie Kelly	81 Conestoga Rd.	No easement found	
MT0043:MT0042	42-4-150	Margaret Reher; Marie Kelly	81 Conestoga Rd.	No easement found	
	42-4-149	Barry Evans	79 Conestoga Rd.	No easement found	
	42-4-148	Judith Entner	77 Conestoga Rd.	No easement found	
	42-4-147	Robert Hanning; A. Hunter	75 Conestoga Rd.	No easement found	
MT0042V:MT0041	42-4-147	Robert Hanning; A. Hunter	75 Conestoga Rd.	No easement found	
	42-4-145	Robert Hanning; F. Hunter	73 Conestoga Rd.	No easement found	
MT0041:MT0040	42-4-145	Robert Hanning; F. Hunter	73 Conestoga Rd.	No easement found	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
MT0040:MT0039	42-4-145	Robert Hanning; F. Hunter	73 Conestoga Rd.	No easement found	
	42-4-144	PECO		No easement found	
MT0039V:MT1501	PennDot Road	Conestoga Road			
MT1501:MT1502	42-4-143	Peoples Light & Theatre Co.	39 Conestoga Rd.	18296/1	Easement shown on subdivision plan
MT1502:MT1503	42-4-143.1	Conestoga Road LP	33 Conestoga Rd.	No easement found	
MT1503:MT1504V	PennDot Road	Conestoga Road			
MT1504V:MT2702	42-4-141	GST MPM-Non tax exempt Marital Trust; Edna Morelli	81 Lancaster Ave	284/249	
MT2702:MT2703	42-4-141	GST MPM-Non tax exempt Marital Trust; Edna Morelli	81 Lancaster Ave	284/249	
MT2703:MT2704	42-4-141	GST MPM-Non tax exempt Marital Trust; Edna Morelli	81 Lancaster Ave	284/249	
	42-4-140	GST MPM-Non tax exempt Marital Trust; Edna Morelli	75 Lancaster Ave	287/9	
	42-4-139	GST MPM-Non tax exempt Marital Trust; Edna Morelli	73 Lancaster Ave	287/1	
MT0039V:MT0038	42-4-143	Peoples Light & Theatre Co.	39 Conestoga Rd.	18296/1	Easement shown on subdivision plan
MT0038:MT0037	42-4-143	Peoples Light & Theatre Co.	39 Conestoga Rd.	18296/1	Easement shown on subdivision plan
MT0037:MT0036V	42-4-143	Peoples Light & Theatre Co.	39 Conestoga Rd.	18296/1	Easement shown on subdivision plan

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
MT0036V:MT0801	42-4-143	Peoples Light & Theatre Co.	39 Conestoga Rd.	18296/1	Easement shown on subdivision plan
MT0801:MT0802	Township Street	Roberts Road			
MT0802:MT0803V	Township Street	Roberts Road			
MT803V:MT804	Township Street	Winding Way			
MT804:MT805	Township Street	Winding Way			
MT803:MT806	Township Street	Elbow Lane			
MT806:MT807	Township Street	Elbow Lane			
MT807:MT808	Township Street	Elbow Lane			
MT808:MT809	Township Street	Elbow Lane			
MT0036:MT0035	42-4-143	Peoples Light & Theatre Co.	39 Conestoga Rd.	18296/1	Easement shown on subdivision plan
MT0035:MT0034	42-4-143	Peoples Light & Theatre Co.	39 Conestoga Rd.	18296/1	Easement shown on subdivision plan
	42-4-240.3	Bradley Fugok	8 Winding Way	199/51	
	42-4-240.1	Scot Pineno	12 Winding Way	199/48, 51; 202/41	
MT0034:MT0033	42-4-240.1	Scot Pineno	12 Winding Way	199/48, 51; 202/41	
	42-4-142	PECO	40 Morehall Rd.	197/268; 18296/1	Easement; Easement shown on subdivision plan
MT0033:MT0032	42-4-142	PECO	40 Morehall Rd.	197/268; 18296/1	Easement; Easement shown on subdivision plan
	42-4-252	Scot Pineno	12 Winding Way	197/883	
MT0032:MT0031	42-4-252	Scot Pineno	12 Winding Way	197/883	
MT0031:MT0029	42-4-252	Scot Pineno	12 Winding Way	197/883	
MT0029:MT0030	42-4-252	Scot Pineno	12 Winding Way	197/883	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
	42-4-249	Mark Dammeyer	30 Winding Way	345/52	
	42-4-253-E	EW Twp.	36 Winding Way		
MT0030:MT0028	42-4-253-E	EW Twp.	36 Winding Way		
MT0028:MT0027	42-4-253-E	EW Twp.	36 Winding Way		
	42-4-254	50 GVP Properties Co. LLC	50 Morehall Rd.	199/57	
MT0027:MT0026V	42-4-254	50 GVP Properties Co. LLC	50 Morehall Rd.	199/57	
MT0026V:MT0601V	42-4-254	50 GVP Properties Co. LLC	50 Morehall Rd.	199/57	
MT0601V:MT0701V	42-4-254	50 GVP Properties Co. LLC	50 Morehall Rd.	199/57	
MT0701V:MT0714	Township Street	Winding Way			
MT0714:MT0715	Township Street	Winding Way			
MT0715:MT0716	Township Street	Winding Way			
MT0716:MT0717	Township Street	Winding Way			
MT0701V:MT0702	Township Street	Wood Lane			
MT0702:MT0703	Township Street	Wood Lane			
MT0703:MT0704	Township Street	Wood Lane			
MT0704:MT0705	Township Street	Wood Lane			
MT0705:MT0706	Township Street	Wood Lane			
MT0706:MT0707V	Township Street	Wood Lane			
MT0707V:MT0708	Township Street	Wood Lane			
MT0708:MT0709	Township Street	Wood Lane			
MT0709:MT0710	Township Street	Wood Lane			

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
MT0707V:MT0711	Township Street	Beth Lane			
MT0711:MT0712	Township Street	Beth Lane			
MT0712:MT0713	Township Street	Beth Lane			
MT601V:MT602V	42-4-254	50 GVP Properties Co. LLC	50 Morehall Rd.	199/57	
	42-4-257.1	Realty Associates Fund X LP	200 Lindenwood Dr.	No easement found	
MT602V:MT504	42-4-257.1	Realty Associates Fund X LP	200 Lindenwood Dr.	No easement found	
MT504:MT505	42-4-257.1	Realty Associates Fund X LP	200 Lindenwood Dr.	No easement found	
MT602V:MT603	42-4-257.1	Realty Associates Fund X LP	200 Lindenwood Dr.	No easement found	
MT603:MT604	42-4G-14	Paul & Gretchen Disciascio	22 Hillside Dr.	No easement found	
MT604:MT605V	42-4G-14	Paul & Gretchen Disciascio	22 Hillside Dr.	No easement found	
MT605V:MT6013	Township Street	Kane Drive			
MT6013:MT6012	Township Street	Kane Drive			
MT605V:MT606	Township Street	Hillside Drive			
MT606:MT607	Township Street	Hillside Drive			
MT607:MT608	Township Street	Hillside Drive			
MT608:MT609V	Township Street	Hillside Drive			

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
MT609V:MT6011	Township Street	Old Swedesford Road			
MT609V:MT610	42-4G-3	Marina McCarthy	238 Old Swedesford Rd.	No easement found	
	42-4G-2	David Mueller	232 Old Swedesford Rd.	No easement found	
	42-4G-1	Saifuddin Bookbinder	234 Old Swedesford Rd.	No easement found	
MT0026V:MT0025	42-4-254	50 GVP Properties Co. LLC	50 Morehall Rd.	199/57	
MT0025:MT0024	42-4-254	50 GVP Properties Co. LLC	50 Morehall Rd.	199/57	
MT0024:MT0023	42-4-254	50 GVP Properties Co. LLC	50 Morehall Rd.	199/57	
MT0023:MT0022V	42-4-254	50 GVP Properties Co. LLC	50 Morehall Rd.	199/57	
MT0022V:MT0021	42-4-257.2	Realty Associates Fund X LP	Unaddressed Parcel	No easement found	
MT0021:MT0020V	42-4-257.2	Realty Associates Fund X LP	Unaddressed Parcel	No easement found	
MT0020V:MT0501	42-4-257.2	Realty Associates Fund X LP	Unaddressed Parcel	No easement found	
MT0501:MT0502	42-4-257.4	Realty Associates Fund X LP	101 Lindenwood Dr.	No easement found	
MT0502:MT0503	42-4-257.4	Realty Associates Fund X LP	101 Lindenwood Dr.	No easement found	
MT0020V:MT0018	42-4-257.4	Realty Associates Fund X LP	101 Lindenwood Dr.	No easement found	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
	42-4-260.2A	Wawa Inc.	5 Matthews Rd.	554/536	
MT0018:MT0017	42-4-260.2A	Wawa Inc.	5 Matthews Rd.	554/536	
MT0017:MT0015	42-4-260.2A	Wawa Inc.	5 Matthews Rd.	554/536	
	42-4-260.2	Great Valley Holdings LLC	11 Matthews Rd.	554/536	
MT0015:MT0014	42-4-260.2	Great Valley Holdings LLC	11 Matthews Rd.	554/536	
MT0014:MT0013	42-4-260.2	Great Valley Holdings LLC	11 Matthews Rd.	554/536	
	?	PennDot?	202 Corridor?		
MT0013:MT0012V	?	PennDot?	202 Corridor?		
MT0012V:MT0201	?	PennDot?	202 Corridor?		
MT0201:MT0202	42-4-260.6-E	Penn State University	30 E. Swedesford Rd.	554/536	
MT0202:MT0203	42-4-260.6-E	Penn State University	30 E. Swedesford Rd.	554/536	
MT0203:MT0204	42-4-260.6-E	Penn State University	30 E. Swedesford Rd.	554/536	
MT0204:MT0205V	42-4-260.6-E	Penn State University	30 E. Swedesford Rd.	554/536	
MT0205V:MT0401	42-4-53.15	WPT Land 2 LP	40 Liberty Bl.	554/536; 260/325	Deed of Dedication
MT0401:MT0402*	42-4-53.15	WPT Land 2 LP	40 Liberty Bl.	554/536; 260/325	Deed of Dedication
MT0402:MT0403*	42-4-53.15	WPT Land 2 LP	40 Liberty Bl.	554/536; 260/325	Deed of Dedication
MT0403:MT0404*	42-4-53.15	WPT Land 2 LP	40 Liberty Bl.	554/536; 260/325	Deed of Dedication
	42-4-53.14	DP Valley Retail, LLC	20 Liberty Bl.	260/325	Deed of Dedication

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
MT0404:MT0405	42-4-53.14	DP Valley Retail, LLC	20 Liberty Bl.	260/325	Deed of Dedication
MT0405:MT0406	42-4-53.14	DP Valley Retail, LLC	20 Liberty Bl.	260/325	Deed of Dedication
MT0406:MT0409	42-4-53.14	DP Valley Retail, LLC	20 Liberty Bl.	260/325	Deed of Dedication
MT0409:MT0410	42-4-53.14	DP Valley Retail, LLC	20 Liberty Bl.	260/325	Deed of Dedication
MT0410:MT0411	42-4-53.14	DP Valley Retail, LLC	20 Liberty Bl.	260/325	Deed of Dedication
MT0205V:MT0310	42-4-53.15	WPT Land 2 LP	40 Liberty Bl.	554/536; 260/325	Deed of Dedication
MT0310:MT0309	42-4-53.15	WPT Land 2 LP	40 Liberty Bl.	554/536; 260/325	Deed of Dedication
	42-4-53	IPX Liberty Blvd. Investors LLC	41 Liberty Bl.	Deed of Dedication (11/9/05) (unrecorded)	Deed of Dedication (11/9/05) (unrecorded)
MT0309:MT0301	42-4-53	IPX Liberty Blvd. Investors LLC	41 Liberty Bl.	Deed of Dedication (11/9/05) (unrecorded)	Deed of Dedication (11/9/05) (unrecorded)
	42-4-53.8	Star 70VS Owner LLC	70 Valley Stream Pw.	No easement found	
MT0301:MT0302V	PennDot Road	E Swedesford Road			
MT0302V: MT0308	PennDot Road	E Swedesford Road			
MT0302V:MT0303	42-4-53.11	Malvern Title Holder LLC	75 Valley Stream Pw.	19299/1	Easement shown on subdivision plan
MT0303:MT0304	42-4-53.11	Malvern Title Holder LLC	75 Valley Stream Pw.	19299/1	Easement shown on subdivision plan
	42-4-53.5	WPT Land 2 LP	65 Valley Stream Pw.	No easement found	
MT0304:MT0305	42-4-53.5	WPT Land 2 LP	65 Valley Stream Pw.	No easement found	
MT0305:MT0306	42-4-53.5	WPT Land 2 LP	65 Valley Stream Pw.	No easement found	
MT0306:MT0307	42-4-53.5	WPT Land 2 LP	65 Valley Stream Pw.	No easement found	
Tredyffrin Twp.	Tredyffrin Twp.	Tredyffrin Twp.	Tredyffrin Twp.	Tredyffrin Twp.	
MT0307:Church Rd. Meter (eliminated by Tredyffrin Twp on 8-					

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
3-13 due to additional grav. Sewer extension)					
MT0205V:MT0206	42-4-53.15	WPT Land 2 LP	40 Liberty Bl.	554/536; 260/325	Deed of Dedication
MT0206: MT0207	42-4-53.15	WPT Land 2 LP	40 Liberty Bl.	554/536; 260/325	Deed of Dedication
MT0207:MT0208	42-4-53.15	WPT Land 2 LP	40 Liberty Bl.	554/536; 260/325	Deed of Dedication
	42-4-53.16	IPX Liberty Blvd. Invstors LLC	11 Liberty Bl.	No easement found	
MT0208:MT0209	42-4-53.16	IPX Liberty Blvd. Invstors LLC	11 Liberty Bl.	No easement found	
MT0209:MT0408V	42-4-53.16	IPX Liberty Blvd. Invstors LLC	11 Liberty Bl.	No easement found	
MT0408V:MT0415	42-4-53.16	IPX Liberty Blvd. Invstors LLC	11 Liberty Bl.	No easement found	
	42-4-53.7	Stradley Ronon	30 Valley Stream Pw.	554/536; Deed of Dedication (11/9/05)	Deed of Dedication
MT0415:MT0416	42-4-53.7	Stradley Ronon	30 Valley Stream Pw.	554/536; Deed of Dedication (11/9/05)	Deed of Dedication
	42-4-53.10	WPT Land 2 LP	20 Valley Stream Pw.	No easement found	
MT0416:MT0417	42-4-53.10	WPT Land 2 LP	20 Valley Stream Pw.	No easement found	
MT0408V:MT0412	42-4-53.16	IPX Liberty Blvd. Invstors LLC	11 Liberty Bl.	No easement found	
	42-4-53.12	WPT Land 2 LP	40 Valley Stream Pw.	No easement found	
MT0412:MT0413	42-4-53.12	WPT Land 2 LP	40 Valley Stream Pw.	No easement found	
	42-4-53.13	WPT Land 2 LP	50 Valley Stream Pw.	No easement found	
MT0413:MT0414	42-4-53.13	WPT Land 2 LP	50 Valley Stream Pw.	No easement found	
MT0408V:MT0409	42-4-53.16	IPX Liberty Blvd. Invstors LLC	11 Liberty Bl.	No easement found	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
	42-4-53.12	WPT Land 2 LP	40 Valley Stream Pw.	No easement found	
	42-4-53.7	Stradley Ronon	30 Valley Stream Pw.	554/536; Deed of Dedication (11/9/05)	Deed of Dedication
MT0409:MT0210	42-4-53.7	Stradley Ronon	30 Valley Stream Pw.	554/536; Deed of Dedication (11/9/05)	Deed of Dedication
MT0210:MT0418V	42-4-53.7	Stradley Ronon	30 Valley Stream Pw.	554/536; Deed of Dedication (11/9/05)	Deed of Dedication
MT0418:MT0419	42-4-53.3	Cerner Health Services, Inc.	51 Valley Stream Pw.	Deed of Dedication (9/14/05) (unrecorded)	Deed of Dedication (unrecorded)
MT0419:MT0421	42-4-53.3	Cerner Health Services, Inc.	51 Valley Stream Pw.	Deed of Dedication (9/14/05) (unrecorded)	Deed of Dedication (unrecorded)
MT0421:MT0420	42-4-53.3	Cerner Health Services, Inc.	51 Valley Stream Pw.	Deed of Dedication (9/14/05) (unrecorded)	Deed of Dedication (unrecorded)
MT0420:MT0422	42-4-53.3	Cerner Health Services, Inc.	51 Valley Stream Pw.	Deed of Dedication (9/14/05) (unrecorded)	Deed of Dedication (unrecorded)
MT0418V:FORCE MAINE TO LAPP RD. PS7					
	42-4-53.6	DP 10 Valley LLC	10 Valley Stream Pw.	No easement found	
	42-4-29.1	Quarry Ridge Parcel B Condo Ass'n	280 Morehall Rd.	18373/1	Easement shown on subdivision plan
	42-4-28.2	Daniel Rubino Irrevocable Trust	257 Old Morehall Rd.	Easement (1/15/02) (not recorded)	Easement (not recorded)
	42-4-42	Knickerbocker Lands LLC	367 Old Morehall Rd.	6765/1780	Easement
	42-4-26.2	Sophia Keh	514 Lapp Rd.	Easement (6/1/01) (not recorded)	Easement (not recorded)
MT0012V:MT0011	PennDot Road	202 Corridor			

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
MT0011:MT0010	42-4-266	Uptown Worthington	50 Foundry Wy.	1958/1	Easement shown on subdivision plan
MT0011:MT0009	42-4-266	Uptown Worthington	50 Foundry Wy.	1958/1	Easement shown on subdivision plan
MT0009:MT0008	42-4-266	Uptown Worthington	50 Foundry Wy.	1958/1	Easement shown on subdivision plan
MT0008:MT0007	42-4-266	Uptown Worthington	50 Foundry Wy.	1958/1	Easement shown on subdivision plan
MT0007:N/AV	42-4-266	Uptown Worthington	50 Foundry Wy.	1958/1	Easement shown on subdivision plan
N/AV:MT006	42-4-266	Uptown Worthington	50 Foundry Wy.	1958/1	Easement shown on subdivision plan
	42-5-1.1	Matthews Rd. Associates LP	85 Matthews Rd.	18677/1	Easement shown on subdivision plan
MT006:MT005	42-5-1.1	Matthews Rd. Associates LP	85 Matthews Rd.	18677/1	Easement shown on subdivision plan
MT005:MT004	42-5-1.1	Matthews Rd. Associates LP	85 Matthews Rd.	18677/1	Easement shown on subdivision plan
MT004:MT002	42-5-1.1	Matthews Rd. Associates LP	85 Matthews Rd.	18677/1	Easement shown on subdivision plan
MT002:MT001	42-5-1.1	Matthews Rd. Associates LP	85 Matthews Rd.	18677/1	Easement shown on subdivision plan
MT001:Matthews Rd. Meter					
MT0022V:MT1901	42-4-254	50 GVP Property Co. LLC	50 Morehall Road	199/57	
MT1901:MT1902V	Township Street	Morehall Road			
MT1902V:MT1903	Township Street	Morehall Road			
MT1903:MT1904V	Township Street	Morehall Road			
MT1904V:MT2101	Township Street	Morehall Road			
MT2101:MT2012	Township Street	Morehall Road			
MT2102:MT2103	42-4-268.1	JMP Malvern Associates LP	19 Morehall Rd.	19612/1	Easement shown on subdivision plan

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
MT2103:MT2104	42-4-268.1	JMP Malvern Associates LP	19 Morehall Rd.	19612/1	Easement shown on subdivision plan
MT2104:MT2015	42-4-268.1	JMP Malvern Associates LP	19 Morehall Rd.	19612/1	Easement shown on subdivision plan
MT2105:MT2106	42-4-268.1	JMP Malvern Associates LP	19 Morehall Rd.	19612/1	Easement shown on subdivision plan
	42-4-269	Horatio Realty Trust	1100 Brannan Bl.	18523/1	Easement shown on subdivision plan
	42-4-268	VIII-HII- Morehall Road LLC	1 Morehall Rd.	3559/1973	
MT2106:MT2107	42-4-269	Horatio Realty Trust	1100 Brannan Bl.	18523/1	Easement shown on subdivision plan
MT2107:MT2108	42-4-269	Horatio Realty Trust	1100 Brannan Bl.	18523/1	Easement shown on subdivision plan
MT2108:MT2109	42-4-269	Horatio Realty Trust	1100 Brannan Bl.	18523/1	Easement shown on subdivision plan
MT2109:MT2110	42-4-269	Horatio Realty Trust	1100 Brannan Bl.	18523/1	Easement shown on subdivision plan
	42-4-270	Pennsylvania Lines LLC	Train Tracks		
MT2110:MT2111	42-4-270	Pennsylvania Lines LLC	Train Tracks		
	42-4-272	Del. Val. Real Estate LLC	49 E. Lancaster Ave	17494/1	Easement shown on subdivision plan
MT2111:MT2112	42-4-272	Del. Val. Real Estate LLC	49 E. Lancaster Ave	17494/1	Easement shown on subdivision plan
MT2112:MT2113	42-4-272	Del. Val. Real Estate LLC	49 E. Lancaster Ave	17494/1	Easement shown on subdivision plan
MT2113:MT2114	42-4-272	Del. Val. Real Estate LLC	49 E. Lancaster Ave	17494/1	Easement shown on subdivision plan
	42-4-273	Gunner Properties LTD	51 E. Lancaster Ave	17494/1	Easement shown on subdivision plan
MT2114:MT2115	42-4-273	Gunner Properties LTD	51 E. Lancaster Ave	17494/1	Easement shown on subdivision plan
MT2115:MT2116	42-4-273	Gunner Properties LTD	51 E. Lancaster Ave	17494/1	Easement shown on subdivision plan

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
MT2116:MT2117	PennDot Road	Lancaster Ave			
MT2117:MT2118V	42-5-16.1	Northridge Community Ass'n	Unaddressable Parcel	No easement found	
MT2118V:MT2119	42-5-16.1	Northridge Community Ass'n	Unaddressable Parcel	No easement found	
MT2119:MT2120V	42-5-16.1	Northridge Community Ass'n	Unaddressable Parcel	No easement found	
MT2120V:MT2126	42-5-16.1	Northridge Community Ass'n	Unaddressable Parcel	No easement found	
MT2118V:MT2127	42-5-16.1	Northridge Community Ass'n	Unaddressable Parcel	No easement found	
MT2127:MT2128	42-5-16.1	Northridge Community Ass'n	Unaddressable Parcel	No easement found	
MT2128:MT2129	42-5-16.1	Northridge Community Ass'n	Unaddressable Parcel	No easement found	
MT2118V:MT2121	42-5-16.1	Northridge Community Ass'n	Unaddressable Parcel	No easement found	
MT2121:MT2123	42-5-16.1	Northridge Community Ass'n	Unaddressable Parcel	No easement found	
MT2123: Northridge/Miner Hill Meter (5)					
MT2123:MT2122	42-5-16.1	Northridge Community Ass'n	Unaddressable Parcel	No easement found	
MT2122:MT2125	42-5-16.1	Northridge Community Ass'n	Unaddressable Parcel	No easement found	
MT1904V:MT1905	Township Street	Morehall Road			
MT1905:MT1906V	Township Street	Morehall Road			
MT1904V:MT1906V	Township Street	Morehall Road			

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
MT1906V:MT1908	Township Street	Morehall Road			
MT1908:MT1909	42-4-132.2	Great Valley Racquet Club	10 Morehall Rd.	199/73	
MT1909:MT1910	42-4-132.2	Great Valley Racquet Club	10 Morehall Rd.	199/73	
MT1910:MT1912	42-4-132.2	Great Valley Racquet Club	10 Morehall Rd.	199/73	
MT1912:MT1913V	42-4-132.2	Great Valley Racquet Club	10 Morehall Rd.	199/73	
	42-4-132.1	Selvan Inc.	7 Lancaster Ave	No easement found	
MT1913V:MT2201	PennDot Road	Lancaster Ave			
MT2201:MT2202	PennDot Road	Lancaster Ave			
MT2202:MT2205	PennDot Road	Lancaster Ave			
MT2205:MT2204	PennDot Road	Lancaster Ave			
MT1913V:MT1914V	PennDot Road	Lancaster Ave			
MT1914V:MT2206	42-4-332	Hbab Enterprises LLC	32 Lancaster Ave	199/54; 284/241	
MT2206:Null	42-4-332	Hbab Enterprises LLC	32 Lancaster Ave	199/54; 284/241	
	42-4-331	Conlin Brothers II LLP	52 Lancaster Ave	284/237	
Null:MT2207	42-4-331	Conlin Brothers II LLP	52 Lancaster Ave	284/237	
	42-4-330	Abistan LLC	60 Lancaster Ave	284/233	
	42-4-329	70-72 Lancaster Pike Irrevocable Trust; Salamone Lisa S Trust	70 Lancaster Ave	284/229	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
MT1914V:MT1915	PennDot Road	Lancaster Ave			
MT1915:MT1916	42-4-332	Hbab Enterprises LLC	32 Lancaster Ave	199/54	
	42-4-333.1	70-72 Lancaster Pike Irrevocable Trust; Salamone Lisa S Trust	14 E. Lancaster Ave.	No easement found	
	42-4-333	Ronald & Vera Noll	18 E. Lancaster Ave.	No easement found	
MT1916:1403	42-4-333	Ronald & Vera Noll	18 E. Lancaster Ave.	No easement found	
	42-4-334-E	Pennsylvania Lines LLC	Train Tracks		
1403:MT1917	42-4-334-E	Pennsylvania Lines LLC	Train Tracks		
	42-4-335	9 Village Way LP	9 Village Way	199/30; 206/582	
MT1917:MT1918V	42-4-335	9 Village Way LP	9 Village Way	199/30; 206/582	
MT1918V:MT2401V	Township Street	<-- Village Way			
MT2401V:MT2402	Township Street	<-- Village Way			
MT2402:MT2403	Township Street	<-- Village Way			
MT2403:MT2404	Township Street	<-- Village Way			
MT2404:MT2405	Township Street	<-- Village Way			
MT2405:MT2406	Township Street	<-- Village Way			
MT2401V:MT2407V	Township Street	Lantern Lane			
MT2407V:MT2409(1)	Township Street	Fahnestock Road			
MT2409(1):MT2409(2)	Township Street	Fahnestock Road			

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
MT2409(2):MT2410	Township Street	Fahnestock Road			
MT2410:MT2411	Township Street	Fahnestock Road			
MT2411:MT2412	Township Street	Fahnestock Road			
MT2412:MT2413	Township Street	Fahnestock Road			
MT2413:MT2414	Township Street	Fahnestock Road			
MT2414:MT2415	Township Street	Fahnestock Road			
MT2407V:MT2417	Township Street	Lantern Lane			
MT2417:MT2418	Township Street	Lantern Lane			
MT2418:MT2420	42-4R-19	Michelle Mclain	8 Lantern La.	284/339	
MT2420:1402	42-4R-19	Michelle Mclain	8 Lantern La.	284/339	
	42-4R-26	Richard & Felicia Covatta	15 Spring Rd.	284/347; 345/56	
	42-4R-25	Jaspreet Dillon	127 Watch Hill La.	345/56	
1402:MT2422	42-4R-25	Jaspreet Dillon	127 Watch Hill La.	345/56	
MT2422:MT2423	42-4R-25	Jaspreet Dillon	127 Watch Hill La.	345/56	
	42-4R-34	Thomas Nestor	39 Spring Rd.	285/1; 402/164	
MT2423:1401	42-4R-34	Thomas Nestor	39 Spring Rd.	285/1; 402/164	
1401:MT2424	42-4R-34	Thomas Nestor	39 Spring Rd.	285/1; 402/164	
	42-4R-33	Douglas Caldwell	45 Spring Rd.	No easement found	
	42-4R-32	Diane Frey	57 Spring Rd.	285/5	
MT2424:MT2425V	42-4R-32	Diane Frey	57 Spring Rd.	285/5	
MT2425V:MT2426	42-4R-32	Diane Frey	57 Spring Rd.	285/5	
MT2425V:MT2428	42-4R-32	Diane Frey	57 Spring Rd.	285/5	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
MT2428:MT2429	Township Street	Spring Lane			
MT2429:MT2430	Township Street	Spring Lane			
MT2430:MT2431	Township Street	Spring Lane			
MT2431:MT2432	Township Street	Spring Lane			
MT2432:MT2433	Township Street	Spring Lane			
MT2433:MT2434	Township Street	Spring Lane			
MT2434:MT2435	Township Street	Spring Lane			
MT1918V:MT1919V	Township Street	Old Lancaster Rd			
MT1919V:MT2301	Township Street	Old Lancaster Rd			
MT2301:MT2302	42-4-338	Old Lancaster Venture LP	5 Old Lancaster Pk.	No easement found	
MT2302:MT2303V	42-4-338	Old Lancaster Venture LP	5 Old Lancaster Pk.	No easement found	
	42-4-350	Old Lancaster Venture LP	54 Old Lancaster Pk.	No easement found	
MT2303V: MT2305	42-4-350	Old Lancaster Venture LP	54 Old Lancaster Pk.	No easement found	
	42-4-351	Michael Dooner	52 Old Lancaster Pk.	No easement found	
MT2305V:OLD LINCOLN HIGHWAY METER (OLHM)					
OLHM:MT2306	42-4-350	Old Lancaster Venture LP	54 Old Lancaster Pk.	No easement found	
	42-4-352	Old Lancaster Venture LP	54 Old Lancaster Pk.	No easement found	
	42-4-352.3	Michael & Beth Ford	103 Daisey La.	No easement found	
	42-4-352.2	Richard Lolla; Paula Pierce	102 Daisey La.	No easement found	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
MT2306:MT2307	42-4-352.2	Richard Lolla; Paula Pierce	102 Daisey La.	No easement found	
MT2307:MT2309	42-4-352.2	Richard Lolla; Paula Pierce	102 Daisey La.	No easement found	
MT1919V:MT1920	Township Street	N Warren Ave			
MT1920:MT1921	Township Street	N Warren Ave			
MT1921:MT1922	42-4-343	Finbar Bleahen; Elaine Ohara	333 N. Warren Ave.	199/79	
MT1922:MT1923	42-4-343	Finbar Bleahen; Elaine Ohara	333 N. Warren Ave.	199/79	
MT1923:MT1924	Township Street	N Warren Ave			
MT1924:MT1925	Township Street	N Warren Ave			
MT1925:MT1925	Township Street	N Warren Ave			
MT1926: Warren Ave Meter					
MT1504V:MT1505	PennDot Road	Conestoga Road			
MT1505:MT1506	42-4-130	Commerce Bank/PA	101 Lancaster Ave.	285/9	
MT1506:MT1507	42-4-130	Commerce Bank/PA	101 Lancaster Ave.	285/9	
	42-4-127	Lawrence Dunn	115 Lancaster Ave.	No easement found	
	42-4-129	Deerfield Road Associates II LLP	155 Lancaster Ave.	No easement found	
MT1507:MT1508	42-4-129	Deerfield Road Associates II LLP	155 Lancaster Ave.	No easement found	
	42-4-125.2	Deerfield Road Associates II LLP	157 Lancaster Ave	No easement found	
	42-4-125.3	Deerfield Road Associates II LLP	161 Lancaster Ave.	199/45	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
MT1508:MT1509	42-4-125.3	Deerfield Road Associates II LLP	161 Lancaster Ave.	199/45	
	42-4-125.3A	Deerfield Road Associates II LLP	167 Lancaster Ave.	No easement found	
	42-4-125.8	Deerfield Road Associates II LLP	No Address	No easement found	
MT1509:MT1510V	42-4-125.8	Deerfield Road Associates II LLP	No Address	No easement found	
	42-4-125	Main Line I Associates LP	Unaddressable Parcel	284/273	
MT1510V:MT1511	42-4-125	Main Line I Associates LP	Unaddressable Parcel	284/273	
	42-4-102.2	Forge Millwork & Lumber Co.	181 Lancaster Ave.	284/277; 401/378	
	42-4-102.4	Mary Ann Pilotti	183 Lancaster Ave.	284/277; 401/378	
	42-4-103	Sylvester Cavalati	189 Lancaster Ave.	284/281	
MT1511:MT1512	42-4-103	Sylvester Cavalati	189 Lancaster Ave.	284/281	
	42-4-104	Domenick Mancini	195 Lancaster Ave.	284/285; 399/399	
	42-4-106.1	Constance & Garabet Karkakelian	197 Lancaster Ave.	284/253	
	42-4-106	Sunoco Partners Marketing & Terminals LP	41 Malin Rd.	284/253	
MT1510V:MT1513V	42-4-125	Main Line I Associates LP	Unaddressable Parcel	284/273; 17487/1	Easement shown on subdivision plan
	42-4-322.5	154 Inc.	154 Lancaster Ave.	199/42; 284/193; 390/33	
MT1513V:MT1514	42-4-322.5	154 Inc.	154 Lancaster Ave.	199/42; 284/193; 390/33	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
	42-4-322.6	Danai Kuranuruk	152 Lancaster Ave.	287/13	
	42-4-322.7	National Bank of Malvern	140 Lancaster Ave.	284/197	
MT1514:2000	42-4-322.7	National Bank of Malvern	140 Lancaster Ave.	284/197	
	42-4-322.8	122-134 Lancaster LLC	126 Lancaster Ave.	284/201	
2000:MT1515	42-4-322.8	122-134 Lancaster LLC	126 Lancaster Ave.	284/201	
	42-4-322.9	Frazer Property Acquisition Inc.	120 Lancaster Ave.	284/205	
	42-4-322	Gerhard S Inc.	116 Lancaster Ave	284/209	
	42-4-323	Gerhard S Inc.	114 Lancaster Ave.	284/209	
MT1515:MT1516	42-4-323	Gerhard S Inc.	114 Lancaster Ave.	284/209	
	42-4-324	Craig & Megan Suhoskey	112 Lancaster Ave.	284/213	
	42-4-325	Philip Smith	108 Lancaster Ave.	284/217	
	42-4-326	Ronald Buckwalter Jr.	106 Lancaster Ave	284/221	
	42-4-327	J & N Walsh LLC	102 Lancaster Ave.	284/225	
MT1516:MT1517	42-4-327	J & N Walsh LLC	102 Lancaster Ave.	284/225	
	42-4-328	McDonald's Corp.	84 Lancaster Ave.	287/5	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
MT1513V:MT1601	42-4-322.5	154 Inc.	154 Lancaster Ave.	199/42; 284/193; 390/33	
	42-4-322.4	John & Carole Lyster	160 Lancaster Ave.	284/189	
	42-4-334-E	Pennsylvania Lines LLC	Train Tracks		
MT1601:MT1602	42-4-334-E	Pennsylvania Lines LLC	Train Tracks		
MT1602:MT1603	42-4-334-E	Pennsylvania Lines LLC	Train Tracks		
	42-4-321.2	Constitution Dr. Partners LP	1 S. Malin Rd.	197/888	
MT1603:MT1604V	42-4-321.2	Constitution Dr. Partners LP	1 S. Malin Rd.	197/888	
MT1604V:MT1611	Township Street	Fahnestock Road			
MT1611:MT1612	Township Street	Fahnestock Road			
MT1612:MT1613	Township Street	Fahnestock Road			
MT1613:MT1614	Township Street	Fahnestock Road			
MT1614:MT1515	Township Street	Fahnestock Road			
MT1615:MT1616	Township Street	Fahnestock Road			
MT1616:MT1617	Township Street	Fahnestock Road			
MT1617:MT1618	Township Street	Fahnestock Road			
MT1618:MT1619	Township Street	Fahnestock Road			
MT1604V:MT1606V	Township Street	Village Way			
MT1606V:MT1620	Township Street	Woodview Rd			
MT1620:MT1621	Township Street	Woodview Rd			
MT1621:MT1622	Township Street	Woodview Rd			
MT1622:MT1623	Township Street	Woodview Rd			

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
MT1623:MT1624	Township Street	Woodview Rd			
MT1624:MT1625	Township Street	Woodview Rd			
MT1625:MT1626	Township Street	Woodview Rd			
MT1626:MT1627	Township Street	Woodview Rd			
MT1627:MT1628	Township Street	Woodview Rd			
MT1628:MT1629	Township Street	Woodview Rd			
MT1629:MT1630	Township Street	Woodview Rd			
MT1606V:MT1605	Township Street	Village Way			
MT1605:MT1607	Township Street	Village Way			
MT1607:MT1608V	Township Street	Village Way			
MT1608V:MT1631	Township Street	Longview Road			
MT1631:MT1632	Township Street	Longview Road			
MT1632:MT1633	Township Street	Longview Road			
MT1608V:MT1609	Township Street	Village Way			
MT1609:MT1610	Township Street	Village Way			
MT1513V:MT1518	42-4-322.5	154 Inc.	154 Lancaster Ave	199/42; 284/193; 390/33	
	42-4-322.4	John & Carole Lyster; Rhinda Funk	160 Lancaster Ave.	284/189	
	42-4-322.2	Jarle & Myrna Rokke	172 Lancaster Ave.	184/185	
MT1518:MT1519	42-4-322.2	Jarle & Myrna Rokke	172 Lancaster Ave.	184/185	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
	42-4-322.1	J Edwards Co. LLC	188 Lancaster Ave.	No easement found	
MT1519:MT1520V	42-4-322.1	J Edwards Co. LLC	188 Lancaster Ave.	No easement found	
MT1520V:MT1701	Township Street	S. Malin Road			
MT1701:MT1702					
MT1702:MT1703	42-4-321.2	Constitution Drive Partners LP	1 Malin Rd.	No easement found	
	42-4-321.1	10 Malin Rd. Associates	10 S. Malin Rd.	286/340	
MT1703:MT1704	42-4-321.1	10 Malin Rd. Associates	10 S. Malin Rd.	286/340	
	42-4-321.2	Constitution Drive Partners LP	1 Malin Rd.	No easement found	
MT1704:MT1705	42-4-321.2	Constitution Drive Partners LP	1 Malin Rd.	No easement found	
	42-4-321.1	10 Malin Rd. Associates	10 S. Malin Rd.	286/340	
MT1705:MT1706V	42-4-321.1	10 Malin Rd. Associates	10 S. Malin Rd.	286/340	
MT1706V:MT1801	42-4-321.1	10 Malin Rd. Associates	10 S. Malin Rd.	286/340	
MT1801:MT1802	42-4-321.1	10 Malin Rd. Associates	10 S. Malin Rd.	286/340	
	42-4-321	10 Malin Rd. Associates	9 S. Malin Rd.	286/340	
MT1802:MT1803	42-4-321	10 Malin Rd. Associates	9 S. Malin Rd.	286/340	
MT1803:MT1804	42-4-321	10 Malin Rd. Associates	9 S. Malin Rd.	286/340	
MT1804:MT1805	42-4-321	10 Malin Rd. Associates	9 S. Malin Rd.	286/340	
	42-4-294-E	National Railroad Passenger Corp.	Train Tracks	Valid license through 7/14/2024; Assignment issues	
	42-4-281	Sugartown Ridge Condo Assoc. Inc.	Unaddressable Parcel	6267/2378	Easement

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
MT1805:MT1806	42-4-281	Sugartown Ridge Condo Assoc. Inc.	Unaddressable Parcel	6267/2378	Easement
MT1806:MT1835	42-4-281	Sugartown Ridge Condo Assoc. Inc.	Unaddressable Parcel	6267/2378	Easement
MT1835:N/AV	42-4-281	Sugartown Ridge Condo Assoc. Inc.	Unaddressable Parcel	6267/2378	Easement
N/AV:MT1841	42-4-281	Sugartown Ridge Condo Assoc. Inc.	Unaddressable Parcel	6267/2378	Easement
MT1841:MT1842	42-4-281	Sugartown Ridge Condo Assoc. Inc.	Unaddressable Parcel	6267/2378	Easement
	42-4-281.30	Joanne Thurber	12 Broad Leaf Tr.	6267/2378	Easement (Condo Association)
MT1842:MT1843	42-4-281.30	Joanne Thurber	12 Broad Leaf Tr.	6267/2378	Easement (Condo Association)
	42-4-281.31	Andrew & Kathleen Reid	14 Broad Leaf Tr.	6267/2378	Easement (Condo Association)
	42-4-281.28	Jayalal Janaka; Karunamuni Silva	8 Broad Leaf Tr.	6267/2378	Easement (Condo Association)
N/AV:MT1836	42-4-281	Sugartown Ridge Condo Assoc. Inc.	Unaddressable Parcel	6267/2378	Easement
MT1836:MT1837	Private Road	Sugartown Ridge Condo Assoc. Inc.	Broad Leaf Trail	6267/2378	Easement
MT1837:MT1838	Private Road	Sugartown Ridge Condo Assoc. Inc.	Broad Leaf Trail	6267/2378	Easement
MT1838:MT1839	Private Road	Sugartown Ridge Condo Assoc. Inc.	Broad Leaf Trail	6267/2378	Easement
MT1706V:MT1707	42-4-321.1	10 Malin Rd. Associates	10 S. Malin Rd.	286/340	
	42-4-295.1	Buckeye Terminals LLC	8 S. Malin Rd.	284/327	
MT1707:MT1708	42-4-295.1	Buckeye Terminals LLC	8 S. Malin Rd.	284/327	
MT1708:MT1709	42-4-295.1	Buckeye Terminals LLC	8 S. Malin Rd.	284/327	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
	42-4-294-E	National Railroad Passenger Corp.	Train Tracks	License valid through 7/14/2024; Assignment issues	
MT1709:MT1710	42-4-294-E	National Railroad Passenger Corp.	Train Tracks	License valid through 7/14/2024; Assignment issues	
MT1710:MT1711	42-4-294-E	National Railroad Passenger Corp.	Train Tracks	License valid through 7/14/2024; Assignment issues	
	42-4P-28-E	East Whiteland Township	49 Summit Rd.		
	42-4Q-157	Nathan & Jen Miller	41 Oak Hill Cir.	427/203	
MT1711:MT1712	42-4Q-157	Nathan & Jen Miller	41 Oak Hill Cir.	427/203	
MT1712:MT1713V	42-4Q-157	Nathan & Jen Miller	41 Oak Hill Cir.	427/203	
	42-4Q-156	Anthony & Donna Dimonte	43 Oak Hill Cir.	284/343	
MT1713V:MT1736	42-4Q-173	Eric & Roxanne Alessandroni	28 Oak Hill Cir.	No easement found	
	42-4Q-174	Joseph & Kim Samuel	26 Oak Hill Cir.	No easement found	
MT1736:MT1737	Township Street	Oak Hill Circle			
MT1737:MT1738	Township Street	Oak Hill Circle			
MT1738:MT1739	Township Street	Oak Hill Circle			
MT1739:MT1740	Township Street	Oak Hill Circle			
MT1713V:MT1714V	Township Street	Oak Hill Circle			
MT1714V:NULL	42-4Q-172	Andrew & Mary Lawson	30 Oak Hill Cir.	No easement found	
	42-4Q-171	Dennis Dunbar	32 Oak Hill Cir.	No easement found	
NULL:MT1734	42-4Q-171	Dennis Dunbar	32 Oak Hill Cir.	No easement found	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
	42-4Q-180	Joan Turner	7 Forest Way	No easement found	
	42-4Q-179	Jay Anderson	5 Forest Way	No easement found	
MT1734:MT1735	42-4Q-179	Jay Anderson	5 Forest Way	No easement found	
MT1714V:MT1715	Township Street	Oak Hill Circle			
MT1715:MT1716V	Township Street	Oak Hill Circle			
MT1716V:MT1728	Township Street	Summit Rd (west)			
MT1728:MT1729	Township Street	Summit Rd (west)			
MT1729:MT1730	Township Street	Summit Rd (west)			
MT1730:MT1731	Township Street	Summit Rd (west)			
MT1731:MT1732	Township Street	Summit Rd (west)			
MT1716V:MT1718	Township Street	Summit Road (south)			
MT1718:MT1719V	Township Street	Summit Road (south)			
MT1719V:MT1720	42-7-64.5	Trevor Sawyer	14 Summit Rd.	No easement found	
	42-7-64.4	Kevin Crowley	16 Summit Rd.	960/194	
MT1720:MT1721	42-7B-138.11	Paul & Margurite Deignan	21 Amy La.	No easement found	
MT1721:MT1722	42-7B-138.11	Paul & Margurite Deignan	21 Amy La.	No easement found	
MT1722:NULL	Township Street	Amy Lane			
NULL:MT1723	Township Street	Amy Lane			
MT1723:MT1724	Township Street	Amy Lane			
MT1724: FORCE MAINE TO KING RD. PS12					

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
	42-7-53	Harold & Josephine Herkins	909 King Rd.	No easement found	
	42-7B-101	Robert Barone	911 King Rd.	No easement found	
	42-7B-102	Walter Jara; Silvia Castro	1 King Cir.	No easement found	
	42-7B-133	Daniel Gianforte; Kelly Edwards	923 King Rd.	No easement found	
	42-7B-132	Judy Achlott-Asousa; Theodore Asousa	927 King Rd.	No easement found	
	42-7B-119	Daniel Maguire	937 King Rd.	No easement found	
	72-7B-120	Catherine Summers	36 King Cir.	No easement found	
	42-7B-118	Richard & Joy Mullin	35 King Cir.	No easement found	
	42-7B-85	Maureen Loncar	957 King Rd.	No easement found	
	42-7B-86	Andrew Vacante	1 Madeline Dr.	No easement found	
	42-7B-84	Stephen & Pamela Converse	961 King Rd.	No easement found	
	72-7B-83	Mary Lou Chappel	965 King Rd.	No easement found	
	42-7B-82	Adam & Laura Shames	6 Queen Anne La.	No easement found	
	42-7B-81	Joseph O'Neil	8 Queen Anne La.	No easement found	
	42-7B-80	James Hood Jr.	10 Queen Anne La.	No easement found	
MT1719V:MT1726	Township Street	Summit Road (south)			
MT1726:MT1727	Township Street	Oak Hill Circle			
MT1727:MT1832	Township Street	Oak Hill Circle			
MT1832:MT1831	Township Street	Oak Hill Circle			
MT1831:MT1830	Township Street	Oak Hill Circle			

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
MT1830:MT1829	Township Street	Oak Hill Circle			
MT1829:MT1828	42-7C-5	Gregory Fair	15 Oak Hill Cir.	5648/615	Easement
	42-4Q-169	Regina Kessler Lewis	17 Oak Hill Cir.	5648/607	Easement
MT1828:MT1827V	42-4Q-169	Regina Kessler Lewis	17 Oak Hill Cir.	5648/607	Easement
	42-4-281	Sugartown Road Condo Ass'n	Unaddressable Parcel	6267/2378	Easement
MT1827V:MT1833	42-4-281	Sugartown Road Condo Ass'n	Unaddressable Parcel	6267/2378	Easement
MT1827V:MT1826	42-4-281	Sugartown Road Condo Ass'n	Unaddressable Parcel	6267/2378	Easement
MT1826:MT1825	42-4-281	Sugartown Road Condo Ass'n	Unaddressable Parcel	6267/2378	Easement
MT1825:MT1824	42-4-281	Sugartown Road Condo Ass'n	Unaddressable Parcel	6267/2378	Easement
MT1824:MT1809	42-4-281	Sugartown Road Condo Ass'n	Unaddressable Parcel	6267/2378	Easement
MT1809:MT1810	42-4-281	Sugartown Road Condo Ass'n	Unaddressable Parcel	6267/2378	Easement
MT1810:MT1812	42-4-281	Sugartown Road Condo Ass'n	Unaddressable Parcel	6267/2378	Easement
MT1812:MT1813	42-4-281	Sugartown Road Condo Ass'n	Unaddressable Parcel	6267/2378	Easement
MT1813:MT1814	42-4-281	Sugartown Road Condo Ass'n	Unaddressable Parcel	6267/2378	Easement
MT1814:MT1815	42-4-281	Sugartown Road Condo Ass'n	Unaddressable Parcel	6267/2378	Easement
MT1815:MT1816	42-4-281	Sugartown Road Condo Ass'n	Unaddressable Parcel	6267/2378	Easement
MT1816:MT1817	42-4-281	Sugartown Road Condo Ass'n	Unaddressable Parcel	6267/2378	Easement

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
MT1817:MT1818	42-4-281.47	Sugartown Road Condo Ass'n	Sugar Ridge Lane	No easement found	
MT1818:MT1819	42-4-281.47	Sugartown Road Condo Ass'n	Sugar Ridge Lane	No easement found	
MT1819:MT1820	42-4-281.47	Sugartown Road Condo Ass'n	Sugar Ridge Lane	No easement found	
MT1820:MT1821	42-4-281.47	Sugartown Road Condo Ass'n	Sugar Ridge Lane	No easement found	
MT1821:MT1822	42-4-281.47	Sugartown Road Condo Ass'n	Shady Brook Lane	No easement found	
MT1822:MT1823	42-4-281.47	Sugartown Road Condo Ass'n	Shady Brook Lane	No easement found	
EG0004:EG0002V	42-4-278.20	Eric Gelen Homeowners Assoc. Inc.	Inis Way		
EG0002V:EG0003	42-4-278.20	Eric Gelen Homeowners Assoc. Inc.	Kerry Lane		
EG0003:EG0001	42-4-278.20	Eric Gelen Homeowners Assoc. Inc.	Kerry Lane		
EG0001:ERIN GLENN METER	42-4-278.20	Eric Gelen Homeowners Assoc. Inc.			
MT1520V:MT1521	42-4-318	Provco Frazer LLC	200 Lancaster Ave.	284/177	
	42-4-317.2	Robert Protesto V Jr. Trust	218 Lancaster Ave.	284/169; 287/17	
MT1521:MT1522	42-4-317.2	Robert Protesto V Jr. Trust	218 Lancaster Ave.	284/169; 287/17	
	42-4-317.1	Robert Protesto V Jr. Trust	228 Lancaster Ave.	284/173	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
MT1522:MT1523	42-4-317.1	Robert Protesto V Jr. Trust	228 Lancaster Ave.	284/173	
	42-4-317	Leslie & Ernest Eadeh Revocable Trust	228 Lancaster Ave.	284/169; 287/17	
	42-4-316	Edward & Gerard Leaf	230 Lancaster Ave.	284/165	
	42-4-315	William Mangan	240 Lancaster Ave.	284/161	
MT1523:MT1524	42-4-315	William Mangan	240 Lancaster Ave.	284/161	
MT1524:MT1525	42-4-315	William Mangan	240 Lancaster Ave.	284/161	
	42-4-313	Sam & Sal Associates	270 Lancaster Ave.	284/153	
MT0042V:MT1201	42-4-125	Main Line I Associates LP	Unaddressable Parcel (back on Conestoga Rd)	284/273	
MT1201:MT1202	42-4-125	Main Line I Associates LP	Unaddressable Parcel	284/273	
MT1202:MT1203	42-4-125	Main Line I Associates LP	Unaddressable Parcel	284/273	
MT1203:MT1204	42-4-125	Main Line I Associates LP	Unaddressable Parcel	284/273	
	42-4-113	Ourania Illia	75 Malin Rd.	No easement found	
	42-4-112	Dam & Michele Coll	73 Malin Rd.	No easement found	
MT1204:MT1205	42-4-112	Dam & Michele Coll	73 Malin Rd.	No easement found	
	42-4-111	Robert & Karen Stalker	71 Malin Rd.	No easement found	
	42-4-110	Richard & Rebecca Priest	69 Malin Rd.	No easement found	
MT1205:MT1206V	42-4-110	Richard & Rebecca Priest	69 Malin Rd.	No easement found	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
MT1206V:MT1208	42-4-110	Richard & Rebecca Priest	69 Malin Rd.	No easement found	
	42-4-109	Robert & Beverly Reinhardt	67 Malin Rd.	No easement found	
	42-4-108	Dunh Vu & Lan Nguyen	65 Malin Rd.	No easement found	
MT1206V:MT2603	42-4-110	Richard & Rebecca Priest	69 Malin Rd.	345/134	
	42-4-125	Main Line I Associates LP	Unaddressable Parcel	284/273	
MT2603:MT2604	42-4-125	Main Line I Associates LP	Unaddressable Parcel	284/273	
MT2604:MT2605	42-4-125	Main Line I Associates LP	Unaddressable Parcel	284/273	
MT1206V:MT1209	42-4-110	Richard & Rebecca Priest	69 Malin Rd.	345/134	
	42-4-109	Robert & Beverly Reinhardt	67 Malin Rd.	377/134	
MT1209:MT1210V	Township Street	Mailin Road			
MT1210V:MT1301	Township Street	Birch Road			
MT1301:MT1302V	Township Street	Birch Road			
MT1302V:MT1303	Township Street	Birch Road			
MT1303:MT1304	Township Street	Birch Road			
MT1304:MT1305	Township Street	Birch Road			
MT1302V:MT1306	Township Street	Locust Drive			
MT1306:MT1307	Township Street	Locust Drive			
MT1307:MT1308	42-4K-30	Deborah Flad & Brian Weber	7 Locust Dr.	197-262, 265,268	
	42-4K-17	Martin & Dorothy Costello	12 Locust Dr.	196/999	Easement

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
MT1308:MT1309V	42-4K-17	Martin & Dorothy Costello	12 Locust Dr.	196/999	Easement
	42-4K-27	William Marella & Jeffrey Graver	8 Pine Rd.	196/993, 996	
	42-4K-28	William & Evelyn Miller	6 Pine Rd.	197/271	Easement
MT1309V:MT1316	Township Street	Pine Road (south)			
MT1309V:MT1314	Township Street	Pine Road (north)			
MT1314:MT1315	Township Street	Pine Road (north)			
MT1309V:MT1310	42-4K-7	James & Michele Hanlon	7 Pine Rd.	196/1002	Easement
MT1310:MT1311	42-4K-7	James & Michele Hanlon	7 Pine Rd.	196/1002	Easement
	42-4K-142	Harry & Vivian Allison	30 Birch Rd.	No easement found	
MT1311:MT1312	42-4K-142	Harry & Vivian Allison	30 Birch Rd.	No easement found	
	42-4K-143	Frank Potere	28 Birch Rd.	No easement found	
MT1312:MT1313V	42-4K-143	Frank Potere	28 Birch Rd.	No easement found	
MT1313V:MT1317	Township Street	Birch Road (south)			
MT1313V:MT1318	Township Street	Birch Road (north)			
MT1318:MT1319	Township Street	Birch Road (north)			
MT1210V:MT1211	Township Street	Malin Rd. (south)			
MT1211:MT1212	Township Street	Malin Rd. (south)			
MT1212:MT1213	Township Street	Malin Rd. (south)			

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
MT1213:MT1214V	Township Street	Malin Rd. (south)			
MT1214V:MT1409	42-4-97.1	Lincoln Investors LP	237 Lancaster Ave.	284/293	
MT1409:MT1401	42-4-97.1	Lincoln Investors LP	237 Lancaster Ave.	284/293	
MT1401V:MT1408	42-4-97.1	Lincoln Investors LP	237 Lancaster Ave.	284/293	
MT1408:MT1410	42-4-97.1	Lincoln Investors LP	237 Lancaster Ave.	284/293	
MT1410:MT1411	42-4-97.1	Lincoln Investors LP	237 Lancaster Ave.	284/293	
MT1411:MT1412	42-4-97.1	Lincoln Investors LP	237 Lancaster Ave.	284/293	
MT1401V:MT1402	42-4-97.1	Lincoln Investors LP	237 Lancaster Ave.	284/293	
MT1402:MT1403	42-4-97.1	Lincoln Investors LP	237 Lancaster Ave.	284/293	
MT1403:MT1405	42-4-97.1	Lincoln Investors LP	237 Lancaster Ave.	284/293	
MT1405:MT1404	42-4-97.1	Lincoln Investors LP	237 Lancaster Ave.	284/293	
MT1404:MT1406	42-4-97.1	Lincoln Investors LP	237 Lancaster Ave.	284/293	
MT1406:MT1407	42-4-97.1	Lincoln Investors LP	237 Lancaster Ave.	284/293	
MT1214V:MT1215	Township Street	Malin Road			
MT1215:MT1216	Township Street	Malin Road			
MT1216:MT1217	42-4-97.1	Lincoln Investors LP	237 Lancaster Ave.	284/293	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
MT1217:MT1218	42-4-97.1	Lincoln Investors LP	237 Lancaster Ave.	284/293	
MT1218:MT1219	42-4-97.1	Lincoln Investors LP	237 Lancaster Ave.	284/293	
	42-4-98.1	Lizelton Inc.	245 Lancaster Ave.	284/298	
MT1219:MT1220	42-4-98.1	Lizelton Inc.	245 Lancaster Ave.	284/298	
MT1220:MT1221	42-4-98.1	Lizelton Inc.	245 Lancaster Ave.	284/298	
	42-4-98.4	MGD LLC	249 Lancaster Ave.	284/302	
MT1221:MT1222	42-4-98.4	MGD LLC	249 Lancaster Ave.	284/302	
MT1222:MT1223V	42-4-98.4	MGD LLC	249 Lancaster Ave.	284/302	
	42-4-98	MGD LLC	255 Lancaster Ave.	284/302	
	42-4-100	271 LP	271 Lancaster Ave.	284/306	
MT1223V:MT2501	42-4-100	271 LP	271 Lancaster Ave.	284/306	
	42-4-89.1B	One Park Place Residents Association	Unaddressable Parcel	No easement found	
MT2501:MT2502	42-4-89.1B	One Park Place Residents Association	Unaddressable Parcel	No easement found	
MT2502:MT2503V	42-4-89.1B	One Park Place Residents Association	Unaddressable Parcel	No easement found	
MT2503V:MT2504	42-4-89.1B	One Park Place Residents Association	Unaddressable Parcel	No easement found	
MT2504:MT2505	42-4-89.1B	One Park Place Residents Association	Unaddressable Parcel	No easement found	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
MT2505:MT0014	42-4-89.1B	One Park Place Residents Association	Unaddressable Parcel	No easement found	
MT0014:MT0013	42-4-89.1B	One Park Place Residents Association	Unaddressable Parcel	No easement found	
	42-4-89.1A	Frazer Mennonite Church	58 Maple Linden La.	No easement found	
MT2503V:MT2506V	42-4-89.1B	One Park Place Residents Association	Unaddressable Parcel	No easement found	
MT2506V:MT0016	42-4-89.1B	One Park Place Residents Association	Unaddressable Parcel	No easement found	
MT0016:MV0015	42-4-89.1B	One Park Place Residents Association	Unaddressable Parcel	No easement found	
MT2506V:MT2507	42-4-89.1B	One Park Place Residents Association	Unaddressable Parcel	No easement found	
MT2506V:MT2511V	42-4-89.1B	One Park Place Residents Association	Unaddressable Parcel	No easement found	
MT2511V:MV0018	42-4-89.1B	One Park Place Residents Association	Unaddressable Parcel	No easement found	
MT2511V:MT2512	42-4-89.1B	One Park Place Residents Association	Unaddressable Parcel	No easement found	
MT1223V:MT1224	42-4-100	271 LP	271 Lancaster Ave.	284/306	
MT1224:MT1225	42-4-100	271 LP	271 Lancaster Ave.	284/306	
MT1225: FORCE MAIN TO WEST GATE PS8					
	42-4-100	271 LP	271 Lancaster Ave.	284/306	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
	42-4-101.1	Jason Nardone LLC	289 Lancaster Ave.	983/337	
	42-4-87.2	Windon Twentieth Real Estate LP	309 Lancaster Ave.	983/349,353,401; Case No. 87-08872	Easement; Condemnation
		KING ROAD DB			
KING ROAD PS12	East Goshen Twp. (53-2-18) (54-2-127)	Malvern Institute for Psychiatric & Alcoholic Studies	940 West King Rd.	6033/577	Easement
PS12: KR0004V (FM)	PennDot Road	King Road			
KR0004V:KR0002V	PennDot Road	King Road			
KR0002V:KR0001	PennDot Road	King Road			
KR0001:KR0101V	PennDot Road	King Road			
KR0101V:KR0301	Township Street	King's Circle			
KR0301:KR0302	Township Street	King's Circle			
KR0302:KR0303	Township Street	King's Circle			
KR0303:KR0304	Township Street	King's Circle			
KR0304:KR0305	Township Street	King's Circle			
KR0305:KR0306	Township Street	King's Circle			
KR0101V:KR0102	PennDot Road	King Road	King Road DB		
KR0102:KR0103	47-7B-119	Daniel Maguire	937 King Rd.	No easement found	
KR0103:KR0104V	47-7B-119	Daniel Maguire	937 King Rd.	No easement found	
	42-7B-132	Judy Schlott-Asousa;	927 King Rd.	No easement found	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
		Theodore Asousa			
	42-7B-133	Daniel Gianforte; Kelly Edwards	923 King Rd.	No easement found	
KR0104V:KR0105	42-7B-102	Walter Jara; Silbia Castro	1 Kings Cir.	No easement found	
	42-7B-101	Robert Barone	911 King Rd.	No easement found	
KR0104V:KR0401	Township Street	King's Circle			
KR0401:KR0402	Township Street	King's Circle			
KR0402:KR0403	Township Street	King's Circle			
KR0002V:KR0201V	Township Street	Madeline Dr			
KR0201V:KR0202	Township Street	Queen Anne Ln			
KR0202:KR0203	Township Street	Queen Anne Ln			
KR0201:KR0204	Township Street	Madeline Dr			
KR0204:KR0205	Township Street	Madeline Dr			
KR0205:KR0206V	Township Street	Madeline Dr			
KR206V:KR0207	Township Street	Madeline Dr			
KR0206V:KR0208	Township Street	Kevin Way			
KR0208:KR0209	Township Street	Kevin Way			
KR0209:KR0210	Township Street	Kevin Way			
KR0004V:KR0005V	PennDot Road	King Road			
KR0005V:KR0211	Township Street	Carol Lane			

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
KR0211:KR0212	Township Street	Carol Lane			
KR0212:KR0213	Township Street	Carol Lane			
KR0005V:KR0007V	PennDot Road	King Road			
KR0007V:KR0008	42-7-52.3	Charles & Robin Haines	1013 King Rd.	5648/601	Easement
	42-7-52	Joanne Ozmond	1009 King Rd.	5686/920	Easement
KR0007:KR0009	42-7-52.2	Brita Vanrossum; Fred Stluka	1011 King Rd.	No easement found	
	42-7-52.1A	Daniel & Alyssa Mazzenga	1015 King Rd.	No easement found	
KR0009:KR0010	42-7-52.1A	Daniel & Alyssa Mazzenga	1015 King Rd.	No easement found	
	42-7-50.1	Michael & Kristy Stevens	1017 King Rd.	No easement found	
	42-7-50	Frank & Sheil Caldwell	1021 King Rd.	No easement found* (but see subdivision plan at 17279/1)	
	42-7-49	Giurastante Family Revocable Trust	1027 King Rd.	No easement found	
KR0010:KR0011	42-7-48	Giurastante Family Revocable Trust	1029 King Rd.	5648/595	Easement
	42-7-47	Colleen Brogan-McTieran	1031 King Rd.	No easement found	
		WEST GATE DB			
PS8:WG0001	42-4-87.2	Widon Twentieth; 422 Realty LP	309 Lancaster Ave.	983/349,353,401; Case No. 87-08872	Easement; Condemnation

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
WG0001:WG0002	42-4-87.2	Windon Twentieth; 422 Realty LP	309 Lancaster Ave.	983/349,353,401; Case No. 87-08872	Easement; Condemnation
WG0002:WG0003	42-4-87.2	Windon Twentieth; 422 Realty LP	309 Lancaster Ave.	983/349,353,401; Case No. 87-08872	Easement; Condemnation
WG0003:FR0004V	42-4-87.2	Windon Twentieth; 422 Realty LP	309 Lancaster Ave.	983/349,353,401; Case No. 87-08872	Easement; Condemnation
FR0004V:WG0201	42-4-87.2	Windon Twentieth; 422 Realty LP	309 Lancaster Ave.	983/349,353,401; Case No. 87-08872	Easement; Condemnation
WG0201:WG0202	42-4-87.2	Windon Twentieth; 422 Realty LP	309 Lancaster Ave.	983/349,353,401; Case No. 87-08872	Easement; Condemnation
WG0202:WG0203	42-4-87.2	Windon Twentieth; 422 Realty LP	309 Lancaster Ave.	983/349,353,401; Case No. 87-08872	Easement; Condemnation
FR0004V:WG0005	42-4-87.2	Windon Twentieth; 422 Realty LP	309 Lancaster Ave.	983/349,353,401; Case No. 87-08872	Easement; Condemnation
	42-4-87.1	Piroeff Family Limited Partnership	337 Lancaster Ave.	983/341	
WG0005:WG0006	42-4-87.1	Piroeff Family Limited Partnership	337 Lancaster Ave.	983/341	
	42-4N-22	Battlehawn Properties LLC	345 Lancaster Ave.	983/405	
WG0006:WG0007	42-4N-22	Battlehawn Properties LLC	345 Lancaster Ave.	983/405	
	42-4N-21	Ernest George III	351 Lancaster Ave.	983/357	
WG0007:WG0008V	42-4N-21	Ernest George III	351 Lancaster Ave.	983/357	
	42-4N-20.1	Winifred Mclean	353 Lancaster Ave.	983/361	
WG0008V:WG0101	Township Street	Beechwood Ave			

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
WG0101:WG0102V:	Township Street	Beechwood Ave			
WG0102V:WG0104	Township Street	Beechwood Ave			
WG0102V:WG0103	Township Street	Buttonwood Ave	Westgate DB	Township Street	
WG0008V:WG0009	42-4N-39	Brookside Investments LP	365 Lancaster Ave	983/365	
WG0009:WG0010	42-4N-39	Brookside Investments LP	365 Lancaster Ave	983/365	
	42-4N-40	Michael Brogan	375 Lancaster Ave	983/369	
	42-4N-41	SCF RC Funding IV LLC	383 Lancaster Ave	No easement found	
WG0010:WG0011	42-4N-41	SCF RC Funding IV LLC	383 Lancaster Ave	No easement found	
	42-4N-42	SCF RC Funding IV LLC	385 Lancaster Ave	983/409	
	42-4N-43	Eadeh Family Limited Partnership	393 Lancaster Ave	983/413	
WG0011: FORCE MAINE TO CHURCH RD. PS9					
	42-4N-43	Eadeh Family Limited Partnership	393 Lancaster Ave	983/413	
	42-4N-44	SHS1 LLC	397 Lancaster Ave	1357/504	
	42-4-80	Stoney Creek Industrial Park	403 Lancaster Ave	1357/500	
	42-4-80.1	Steven Blatman; Maria Hurley	14 Church Road	1357/496	
	42-4-75.1	Plute Homes of PA LP	Unaddressable Parcel	Easement (unrecorded)	
	42-4-79	Chris & Penny Strauss	16 Church Road	No easement found	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
	42-4-78	Microorigin Ventures Inc.	18 Church Road	No easement found* (but see subdivision plan at 15555/1)	
	42-4-77	Rubino Holdings LP	22 Church Road	1357/492	
	42-4-75.1	Plute Homes of PA LP	Unaddressable Parcel	Easement (unrecorded)	
FR0004V:WG301V	42-4-87.2	Windon Twentieth; 422 Realty LP	309 Lancaster Ave.	983/349,353,401; Case No. 87-08872	Easement; Condemnation
	42-4-309	Main Line Watercraft Realty LP	310 Lancaster Ave.	983/421	
WG301V:WG0309	42-4-309	Main Line Watercraft Realty LP	310 Lancaster Ave.	983/421	
	42-4-310.2	Main Line Watercraft Realty LP	310 Lancaster Ave.	No easement found	
WG0309:WG0310	42-4-310.2	Main Line Watercraft Realty LP	310 Lancaster Ave.	No easement found	
	42-4-310	Main Line Watercraft Realty LP	310 Lancaster Ave.	983/385	
	42-4-311	Eadeh Family Limited Partnership	288 Lancaster Ave.	983/381	
WG0310:WG0311	42-4-311	Eadeh Family Limited Partnership	288 Lancaster Ave.	983/381	
WG0311:WG0312	42-4-311	Eadeh Family Limited Partnership	288 Lancaster Ave.	983/381	
	42-4-312.1	Eadeh Family Limited Partnership	286 Lancaster Ave.	983/377	
	42-4-312	Leslie Eadeh Revocable Trust	284 Lancaster Ave.	983/373	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
WG0301V:WG0302	42-4-309	Main Line Watercraft Realty LP	310 Lancaster Ave.	983/421	
	42-4-309.1	330 Lancaster Avenue LP	330 Lancaster Ave.	983/425	
WG0302:WG0303V	42-4-309.1	330 Lancaster Avenue LP	330 Lancaster Ave.	983/425	
	42-4-308.2	DFKS Management LLC	340 Lancaster Ave.	983/429	
WG0303V:WG0304	42-4-308.2	DFKS Management LLC	340 Lancaster Ave.	983/429	
	42-4-308.1	Carol Burke	352 Lancaster Ave.	983/389	
	42-4-308	Helen Depaul LP	362 Lancaster Ave.	983/393	
WG0304:WG0305	42-4-308	Helen Depaul LP	362 Lancaster Ave.	983/393	
	42-4-307	Rubino Holdings LP	360 Lancaster Ave.	983/397	
WG0305:WG0306	42-4-307	Rubino Holdings LP	360 Lancaster Ave.	983/397	
	42-4-306	Penn Crest Properties LLC	370 Lancaster Ave.	983/433	
WG0306:WG0307	42-4-306	Penn Crest Properties LLC	370 Lancaster Ave.	983/433	
	42-4-304.2	Tri State Technical Sales Corp.	382 Lancaster Ave.	983/437,441,445,449	
WG0307:WG0308	42-4-304.2	Tri State Technical Sales Corp.	382 Lancaster Ave.	983/437,441,445,449	
	42-4-304-E	Covenant United Presbyterian Church	384 Lancaster Ave.	983/453	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
WG0308:CH0110	42-4-304-E	Covenant United Presbyterian Church	384 Lancaster Ave.	983/453	
	42-4-303	Frazer Realty Holdings	392 Lancaster Ave.	1358/34	
WG0303V:WG0401	42-4-308.2	DFKS Management LLC	340 Lancaster Ave.	983/429	
WG0401:WG0402	42-4-308.2	DFKS Management LLC	340 Lancaster Ave.	983/429	
	42-4-308	Helen Depaul LP	362 Lancaster Ave.	983/393	
WG0402:WG0403	42-4-308	Helen Depaul LP	362 Lancaster Ave.	983/393	
WG0403:WG0404V	42-4-308	Helen Depaul LP	362 Lancaster Ave.	983/393	
	42-4-319-E	Pennsylvania Lines LLC	Train Tracks		
WG404V:WG0801	42-4-319-E	Pennsylvania Lines LLC	Train Tracks		
WG0801:WG0802	42-4-296.16	Terra Minor LLC	155 Three Tun Rd.	No easement found* (but see subdivision plan at 18412/1)	
WG0802:WG0805	42-4-296.16	Terra Minor LLC	155 Three Tun Rd.	No easement found* (but see subdivision plan at 18412/1)	
MG0805:WG0806	42-4-296.16	Terra Minor LLC	155 Three Tun Rd.	No easement found* (but see subdivision plan at 18412/1)	
	42-4-296.15	Terra Minor LLC	215 Three Tun Rd.	No easement found* (but see	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
				subdivision plan at 18412/1)	
WG0806:WG0807	42-4-296.15	Terra Minor LLC	215 Three Tun Rd.	No easement found* (but see subdivision plan at 18412/1)	
	42-4-296.14	What a Good Dog LLC	225 Three Tun Rd.	No easement found* (but see subdivision plan at 18412/1)	
WG0807:WG0808	42-4-296.14	What a Good Dog LLC	225 Three Tun Rd.	No easement found* (but see subdivision plan at 18412/1)	
WG0808:WG0809	42-4-296.14	What a Good Dog LLC	225 Three Tun Rd.	No easement found* (but see subdivision plan at 18412/1)	
WG0809:WG0810	Township Road	Three Tun Rd.			
WG0810:WG0813V	Township Road	Three Tun Rd.			
WG0813V:WG0814	42-4-296.7	TKO Ventures	380 Three Tun Rd.	5752/93	Easement
WG0813V:WG0811	42-4-296.6	Edison Properties LP	340 Three Tun Rd.	No easement found* (but see subdivision plan at 18219/1)	
WG0811:WG0812	42-4-296.6	Edison Properties LP	340 Three Tun Rd.	No easement found* (but see subdivision plan at 18219/1)	
WG0812:WG0901V	42-4-296.6	Edison Properties LP	340 Three Tun Rd.	No easement found* (but	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
				see subdivision plan at 18219/1)	
	42-4-294-E	National Railroad Passenger Group	Train Tracks		
	42-4P-19	Michaele Vaughn	13 Ridge Rd.	No easement found	
WG0901V:WG0913	42-4P-19	Michaele Vaughn	13 Ridge Rd.	No easement found	
WG0913:WG0914	42-4P-19	Michaele Vaughn	13 Ridge Rd.	No easement found	
WG0914:WG0915	42-4P-19	Michaele Vaughn	13 Ridge Rd.	No easement found	
	42-4P-18	Jennifer Donovan	11 Ridge Rd.	No easement found	
	42-4P-22	Theodore & Dagmar Graybill	8 Ridgewood Dr.	No easement found	
	42-4P-23	Marcel Frey	6 Ridgewood Dr.	No easement found	
	42-4P-17	Patricia Paul	9 Ridge Rd.	No easement found	
WG0915:WG0916V	42-4P-17	Patricia Paul	9 Ridge Rd.	No easement found	
	42-4P-16	Karen Boyd	7 Ridge Rd.	No easement found	
WG0916V:WG0925	42-4P-16	Karen Boyd	7 Ridge Rd.	No easement found	
	42-4P-23	Marcel Frey	6 Ridgewood Dr.	No easement found	
	42-4P-24	Thomas Juenger	4 Ridgewood Dr.	No easement found	
WG0925:WG0926	42-4P-24	Thomas Juenger	4 Ridgewood Dr.	No easement found	
WG0926:WG0927	42-4P-25	Kenneth & Lorraine Lawless	87 Summitn Rd.	No easement found	
	42-4P-26	John Walsh	85 Summit Rd.	No easement found	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
WG0916V:WG0917	42-4P-16	Karen Boyd	7 Ridge Rd.	No easement found	
	42-4P-15	Howard & Colleen Marano	5 Ridge Rd.	No easement found	
	42-7B-136	Thomas Hemler	93 Summit Rd.	5648/705	Easement
WG0917:WG0918	42-7B-136	Thomas Hemler	93 Summit Rd.	5648/705	Easement
WG0918:WG0919	42-7B-136	Thomas Hemler	93 Summit Rd.	5648/705	Easement
WG0919:WG0920	42-7B-136	Thomas Hemler	93 Summit Rd.	5648/705	Easement
WG0920:WG0921V	42-7B-136	Thomas Hemler	93 Summit Rd.	5648/705	Easement
	42-7B-134	Jeffrey & Kimberly Payne	1 Ridge Rd.	Case No. 00684	Condemnation
WG0921V:WG0923	Township Street	Summit Rd (east)			
WG0923:WG0924	42-7B-99	Michael & Denise Ryan	96 Summit Rd.	No easement found	
	42-7B-100.2	Thomas & Meredith Mitchell; Priscilla Colan	90 Summit Rd.	5648/717	Easement
	42-7B-100	Thomas & Rebecca Burke	92 Summit Rd.	5648/711	Easement
WG0921V:WG0922	Township Street	Summit Rd (west)			
WG0901V:WG0902	42-4P-19	Michaele Vaughn	13 Ridge Rd.	No easement found	
	42-4P-20	John Hee	15 Ridge Rd.	No easement found	
WG0902:WG0903	42-4P-20	John Hee	15 Ridge Rd.	No easement found	
	42-4P-29	Christopher & Elise Deegan	17 Ridge Rd.	No easement found	
	42-4P-30	John Gleason	19 Ridge Rd.	No easement found	
	42-4P-31	Donna Sargent	21 Ridge Rd.	No easement found	
	42-4P-32	Joseph Weckerle	23 Ridge Rd.	No easement found	
	42-4P-33	David Iacobucci	3 Sleighride Dr.	No easement found	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
WG0903:WG0904	42-4P-33	David Iacobucci	3 Sleighride Dr.	No easement found	
WG0904:WG0905V	Private Rd.	Sleighride Drive			
WG0905V:WG0909	Private Rd.	Sleighride Drive			
WG0909:WG0910	42-7B-151	John & Alice Presley	14 Ridge Rd.	No easement found	
	42-4P-36	Steven Boyd	12 Ridge Rd.	No easement found	
	42-4P-37	John & Mary Ferrara	10 Ridge Rd.	No easement found	
WG0910:WG0911	42-4P-37	John & Mary Ferrara	10 Ridge Rd.	No easement found	
	42-7B-142	Scott & Sherri Lewis	8 Ridge Rd.	No easement found	
	42-7B-143	Howard & Araclis Polesky	6 Ridge Rd.	No easement found	
WG0911:WG0912	42-7B-143	Howard & Araclis Polesky	6 Ridge Rd.	No easement found	
	42-7B-144	Scott & Rebecca Gamble	4 Ridge Rd.	No easement found	
	42-7B-145	Douglas & Barbara Mccarson	2 Ridge Rd.	No easement found	
WG0905V:WG0906	Township Street	Ridge Road			
WG0906:WG0907	Township Street	Ridge Road			
WG0907:WG0908	Township Street	Ridge Road			
WG404V:WG0405V	42-4-319-E	Pennsylvania Lines LLC	Train Tracks		
WG0405V: PRIVATE SEWER LINE TO THE LEFT (running from 40 Three Tun Rd.					
WG0405V:WG0406	42-4-297.3	Chester County Fund Inc.	70 Three Tun Rd.	20467/1	Easement shown on land development plan
WG0406:WG0407	42-4-297.3	Chester County Fund Inc.	70 Three Tun Rd.	20467/1	Easement shown on land development plan
	42-4-297.2	60 Three Tun LLC	60 Three Tun Rd.	20467/1	Easement shown on land development plan

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
WG0407:WG0408	42-4-297.2	60 Three Tun LLC	60 Three Tun Rd.	20467/1	Easement shown on land development plan
WG0408:WG0409	42-4-297.2	60 Three Tun LLC	60 Three Tun Rd.	20467/1	Easement shown on land development plan
WG0409:WG0410V	42-4-297.2	60 Three Tun LLC	60 Three Tun Rd.	20467/1	Easement shown on land development plan
	42-4-294-E	National Railroad Passenger Group	Train Tracks	Expired License on 10/31/2018; Assignment Issues	
WG0410V:WG0601	42-4-294-E	National Railroad Passenger Group	Train Tracks	Expired License on 10/31/2018; Assignment Issues	
WG0601:WG0602	42-4-294-E	National Railroad Passenger Group	Train Tracks	Expired License on 10/31/2018; Assignment Issues	
WG0602:WG0603	42-4-294-E	National Railroad Passenger Group	Train Tracks	Expired License on 10/31/2018; Assignment Issues	
WG0603:WG0604	42-4-294-E	National Railroad Passenger Group	Train Tracks	Expired License on 10/31/2018; Assignment Issues	
WG0604:WG0605	42-4-294-E	National Railroad Passenger Group	Train Tracks	Expired License on 10/31/2018; Assignment Issues	
	42-7A-27	William & Carol Howard	54 Carol La.	No easement found	
WG0605:WG0606V	42-7A-27	William & Carol Howard	54 Carol La.	No easement found	
WG0606V:WG0607	Township Street	Carol Lane			
WG0607:WG0608	Township Street	Carol Lane			
WG0608:WG0609V	Township Street	Carol Lane			
WG0609V:WG0619	Township Street	Diane Dr.			

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
WG0619:WG0620	Township Street	Diane Dr.			
WG0620:WG0622	Township Street	Diane Dr.			
WG0622:WG0621	Township Street	Diane Dr.			
WG0621:WG0623	Township Street	Diane Dr.			
WG0623:WG0624	Township Street	Diane Dr.			
WG0609V:WG0610	Township Street	Carol Lane			
WG0610:WG0611	Township Street	Carol Lane			
WG0611:WG0612	Township Street	Carol Lane			
WG0612:WG0613V	Township Street	Carol Lane			
WG0613V:WG0616	Township Street	Summit Road (east)			
WG0616:WG0617	Township Street	Summit Road (east)			
WG0617:WG0618	Township Street	Summit Road (east)			
WG0613V:WG0614	Township Street	Summit Road(west)			
WG0614:WG0615	Township Street	Summit Road(west)			
WG0606V:WG0625	Township Street	Carol Lane			
WG0625:WG0626	Township Street	Carol Lane			
WG0626:WG0627V	Township Street	Carol Lane			
WG0627V:WG0628	Township Street	Carol Lane			
WG0628:WG0629	Township Street	Carol Lane			
WG0627V:WG0630	42-7A-31	Kathy Sheridan	46 Carol La.	5676/1103	Easement

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
WG0630:WG0631	42-7A-32	Joseph & Mary McGeehan	44 Carol La.	5676/1151	Easement
	42-7A-33	Thomas & Nancy Jarrett	42 Carol La.	5676/1133	Easement
WG0631:WG0632	42-7A-34	Patricia Morris	40 Carol La.	5676/1096	Easement
	42-7A-35	Matthew Pesot	38 Carol La.	5676/1139	Easement
WG0632:WG0633	42-7A-35	Matthew Pesot	38 Carol La.	5676/1139	Easement
	42-7A-36	Karen Farrelly	36 Carol La.	5676/1145; Case No. 03-00678	Easement; Condemnation
	42-7A-37	James Beam	34 Carol La.	5676/1121	Easement
WG0633:WG0634	42-7A-37	James Beam	34 Carol La.	5676/1121	Easement
WG0634:WG0635	42-7A-37	James Beam	34 Carol La.	5676/1121	Easement
	42-7A-38	Robert & Barbara Perrin	32 Carol La.	5648/588	Easement
WG0635:WG0636	42-7A-38	Robert & Barbara Perrin	32 Carol La.	5648/588	Easement
	42-7A-39	Robert Carver	30 Carol La.	5686/926; Case No. 03-00685	Easement; Condemnation
	42-7A-71	Lorne Munroe	9 Barbara Dr.	5608/2114; Case No. 03-2143	
WG0410V:WG0411	42-4-294-E	National Railroad Passenger Group	Train Tracks		
	42-7A-25.2	Robert Caccese; Deb Wolbach	1 Dawn Way	No easement found	
WG0411:WG0412	42-7A-25.2	Robert Caccese; Deb Wolbach	1 Dawn Way	No easement found	
	42-7A-25.3	Michael & Kim Buchanan	3 Dawn Way	No easement found	
WG0412:WG0413	42-7A-25.3	Michael & Kim Buchanan	3 Dawn Way	No easement found	
WG0413:WG0414	42-7A-25.3	Michael & Kim Buchanan	3 Dawn Way	No easement found	
	42-7A-25.4	Mia Haiching	4 Dawn Way	No easement found	
WG0414:WG0501V	42-7A-25.4	Mia Haiching	4 Dawn Way	No easement found	
WG0501V:WG0502	Township Street	Judith Way			

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
WG0502:WG0503V	Township Street	Judith Way			
WG0503V:WG0504	Township Street	Judith Way			
WG0504:WG0505	Township Street	Judith Way			
WG0503V:WG0517	Township Street	Carla Terrace			
WG0517:WG0518	Township Street	Carla Terrace			
WG0501V:WG0506	Township Street	Judith Way			
WG0506:WG0507	42-7A-11.10	Alan & Melissa Neves	29 Judith Way	No easement found	
	42-7A-92.6	Narayanan Radhakrishnan	17 Rogers Way	No easement found	
WG0507:WG0508	42-7A-92.6	Narayanan Radhakrishnan	17 Rogers Way	No easement found	
	42-7A-92.5	Wang Yang; Zeng Wenyu	15 Rogers Way	No easement found	
WG0508:WG0509V	42-7A-92.5	Wang Yang; Zeng Wenyu	15 Rogers Way	No easement found	
WG0509V:WG0510	Township Street	Rogers Way			
WG0510:WG0511	Township Street	Rogers Way			
WG0511:WG0512	Township Street	Rogers Way			
WG0509V:WG0513	42-7A-92.12	Francis & Andrea Golden	16 Rogers Way	No easement found	
WG0513:WG0514	Township Street	Rogers Way			
WG0514:WG0515	42-7A-92.10	Raymond & Susan Cori	20 Rogers Way	No easement found	
WG0515:WG0516	42-7A-92.10	Raymond & Susan Cori	20 Rogers Way	No easement found	
	42-7A-92.14	Hao Sun; Jianguyue Zhang	11 Barbara Dr.	No easement found	
WG0516:WG0705	42-7A-92.15	Russell & Cynthia Lighton	10 Barbara Dr.	No easement found	
WG0705:WG0704V	Township Street	Barbara Dr.			

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
WG0704V:WG0706V	42-7A-68	Thomas & Patricia Jolly	4 Barbara Dr.	5648/577	Easement
	42-7A-69	Kathy Simmonds	6 Barbara Dr.***	5686/942	Easement
	42-7A-79	Jeremy & Dana Harrison	137 Sproul Rd.	5686/912	Easement
WG0706V:WG0707	42-7A-79	Jeremy & Dana Harrison	137 Sproul Rd.	5686/912	Easement
	42-7A-65	Jonathan Godley	219 Summit Rd.	5676/1115	
WG0706V:WG0708	42-7A-79	Jeremy & Dana Harrison	137 Sproul Rd.	5686/912	Easement
	42-7A-80.1	Walter Haly; Richard Haly	135 Sproul Rd.	No easement found	
	42-7A-80	Walter Haly; Richard Haly	133 Sproul Rd.	Case No. 03-00679	Condemnation
	42-7A-81	Dwight & Catherine Lasure	131 Sproul Rd.	5648/724	Easement
WG07089:WG0709	42-7A-81	Dwight & Catherine Lasure	131 Sproul Rd.	5648/724	Easement
	42-7A-82	John Lovasz	129 Sproul Rd.	5676/1109	Easement
	42-7A-84	Rebecca Shirk; Neal Gliksman	125 Sproul Rd.	5676/1127	Easement
	42-7A-83	Minika & James Chapman	127 Sproul Rd.	5648/730	Easement
WG0704V:WG0703V	Township Street	Barbara Dr.		Township Street	
WG0703V:WG0702	42-7A-74	Janet O'Brien; Peter Spengeman	3 Barbara Dr.	5648/583	Easement
	42-7A-73	Stephanie McNichol	5 Barbara Dr.	5648/570	Easement
WG0702:WG0701	42-7A-73	Stephanie McNichol	5 Barbara Dr.	5648/570	Easement
	42-7A-74	Janet O'Brien; Peter Spengeman	3 Barbara Dr.	5684/583	Easement
WG0701:WG0637	42-7A-74	Janet O'Brien; Peter Spengeman	3 Barbara Dr.	5684/583	Easement

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
	42-7A-71	Lorne Munroe	9 Barbara Dr.	5608/2114; Case No. 03-2143	
WG0637:WG0638	42-7A-71	Lorne Munroe	9 Barbara Dr.	5608/2114; Case No. 03-2143	
	42-7A-88	Amy Mellinger	197 Summit Rd.	5648/699	Easement
WG0638:WG0639V	42-7A-88	Amy Mellinger	197 Summit Rd.	5648/699	Easement
	42-7A-41	Kenneth & Yvonne Miller	26 Carol La.	5648/564	Easement
WG0639V:WG0641	Township Street	Carol Lane (Sorth)			
WG0639V:WG0640	Township Street	Carol Lane (South)			
WG0703V:WG0710	Township Street	Barbara Dr.			
WG0710:WG0711	42-7A-67	William Dierkes	2 Barbara Dr.	No easement found	
	42-7A-66	Kathleen Michaels	217 Summit Rd.	No easement found	
WG0711:WG0712V	42-7A-66	Kathleen Michaels	217 Summit Rd.	No easement found	
WG0712V:WG0713	42-7A-55	Charles & Denney Magee	218 Summt Rd.	5648/693	Easement
	42-7A-56	Christopher & Wendy Corkran	216 Summit Rd.	No easement found	
WG0713:WG0714	42-7A-56	Christopher & Wendy Corkran	216 Summit Rd.	No easement found	
	42-7-40	Robert & Betty Whitaker	159 Sproul Rd.	Case No. 03-00680	Condemnation
	42-7-41	Miguel Jara	163 Sproul Rd.	Case No. 03-00681	Condemnation
	42-7A-59	Daniel & Kelly Farrell	4 Woodcrest Lane	5648/589	Easement
WG0712V:WG0715V	Township Street	Summit Road			
WG0715V:WG0719	Township Street	Summit Road			

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
WG0719:WG0720	42-7-51	Marjorie Cockerham	200 Summit Rd.	No easement found	
	42-7B-40	Alan Donatone	18 Carol La.	No easement found	
WG0715V:WG0716	Township Street	Woodcrest Lane			
	72-7A-58	Porter & Harriet Carlson	6 Woodcrest La.	Case No. 03-00683	Condemnation
WG0716:WG0717	42-7A-61	Romayne Howard-McKellar	5 Woodcrest La.	No easement found	
	42-7A-60	Irina Shevertalova	3 Woodcrest La.	5608/2126	Condemnation
WG0717:WG0718	42-7A-60	Irina Shevertalova	3 Woodcrest La.	5608/2126	Condemnation
	42-7-43	Benjamin Poehand	179 Sproul Rd.	5686/932	Easement
	42-7-44	Joseph & Kelly Dantoni	181 Sproul Rd.	5686/936; Case No. 03-2147	Easement; Condemnation
		CHURCH RD. DB			
Church Road PS9	42-4-75.1	Plute Homes of PA Limited Partnership	Unaddressable Parcel	Easement (unrecorded)	
PS9:CH0001	42-4-75.1	Plute Homes of PA Limited Partnership	Unaddressable Parcel	Easement (unrecorded)	
CH0001:CH0301	42-4-75.1	Plute Homes of PA Limited Partnership	Unaddressable Parcel	Easement (unrecorded)	
CH0301:CH0302	42-4-75.1	Plute Homes of PA Limited Partnership	Unaddressable Parcel	Easement (unrecorded)	
	42-4-77	Rubino Holdings LP	22 Church Rd.	1357/492	
CH0302:CH0303	42-4-77	Rubino Holdings LP	22 Church Rd.	1357/492	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
CH0303:CH0304V	42-4-77	Rubino Holdings LP	22 Church Rd.	1357/492	
CH0304V:CH305	42-3-199	Chester Valley Golf Club	430 Swedesford Rd.	7819/2124	Easement
CH305:CH306	Township Street	Church Road			
CH304V:CH0401	42-3-199	Chester Valley Golf Club	430 Swedesford Rd.	7819/2124	Easement
CH0401:CH0402	Township Street	Church Road			
CH0402:CH0403	Township Street	Church Road			
CH04903:CH0404	Township Street	Beachwood Ave			
CH0404:CH0405	Township Street	Beachwood Ave			
CH0405:CH0406V	Township Street	Beachwood Ave			
CH0406V:CH0411	Township Street	Beachwood Ave			
CH0411:CH0412	42-4N-12	James & Seanna Meehan	21 Beechwood Ave	No easement found	
CH0406V:CH0407	Township Street	Buttonwood Ave			
CH0407:CH0408	Township Street	Buttonwood Ave			
CH0408:CH0409	Township Street	Buttonwood Ave			
CH0409:CH0410	Township Street	Buttonwood Ave			
CH0001:CH0002	42-4-75.1	Plute Homes of PA Limited Partnership	Unaddressable Parcel	Easement (unrecorded)	
CH0002:CH0003	42-4-75.1	Plute Homes of PA Limited Partnership	Unaddressable Parcel	Easement (unrecorded)	
CH0003:CH0004	42-4-75.1	Plute Homes of PA Limited Partnership	Unaddressable Parcel	Easement (unrecorded)	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
CH0004:CH0005V	42-4-75.1	Plute Homes of PA Limited Partnership	Unaddressable Parcel	Easement (unrecorded)	
CH0005V:CH0101V	42-4-75.1	Plute Homes of PA Limited Partnership	Unaddressable Parcel	Easement (unrecorded)	
	42-4-275	Eadeh Leslie Revocable Trust	446 Lancaster Ave.	1357/426; 1379/271	
CH0101V:CH0106	42-4-275	Eadeh Leslie Revocable Trust	446 Lancaster Ave.	1357/426; 1379/271	
CH0106:CH0107	42-4-275	Eadeh Leslie Revocable Trust	446 Lancaster Ave.	1357/426; 1379/271	
	42-4-298	Carol Sexton	430 Lancaster Ave.	1357/418	
CH0107:CH0108	42-4-298	Carol Sexton	430 Lancaster Ave.	1357/418	
	42-4-299	Glenn & Helen Cockerham	422 Lancaster Ave.	1358/50	
	42-4-300	Glenn & Helen Cockerham	420 Lancaster Ave.	1358/46	
CH0108:CH0109	42-4-300	Glenn & Helen Cockerham	420 Lancaster Ave.	1358/46	
	42-4-302.1-E	Covenant United Presbyterian Church	410 Lancaster Ave.	1358/42	
	42-4-302-E	Covenant United Presbyterian Church	400 Lancaster Ave.	1358/38	
CH0101V:CH0102	42-4-275	Eadeh Leslie Revocable Trust	446 Lancaster Ave.	1357/426; 1379/271	
CH0102:CH0103	42-4-275	Eadeh Leslie Revocable Trust	446 Lancaster Ave.	1357/426; 1379/271	
	42-3-239	Eadeh Family Limited Partnership	211 Apple La.	1357/430	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
CH0103:CH0104	42-3-239	Eadeh Family Limited Partnership	211 Apple La.	1357/430	
CH0104:CH0105	42-3-239	Eadeh Family Limited Partnership	211 Apple La.	1357/430	
	42-3-238	Eadeh Family Limited Partnership	474 Lancaster Ave.	1357/434	
	42-3-237.2	Arch-Frazer LLC	480 Lancaster Ave.	1357/438	
CH0005V:CH0006	42-4-75.1	Plute Homes of PA Limited Partnership	Unaddressable Parcel	Easement (unrecorded)	
	42-3-227	Hill Laboratories Co.	445 Lancaster Ave.	1357/479	
	42-3-226.1	Thomas & Wayne Keyes	447 Lancaster Ave.	1357/475	
	42-3-226	Thomas & Wayne Keyes	449 Lancaster Ave.	1357/467	
CH0006:CH0007	42-3-223	Thomas & Wayne Keyes	457 Lancaster Ave.	1357/471	
	42-3-222	Michael Rizzo	459 Lancaster Ave.	1357/508	
	42-3-222.1	H&B Associates LLC	471 Lancaster Ave.	1357/512	
CH0007:CH0008	42-3-222.1	H&B Associates LLC	471 Lancaster Ave.	1357/512	
	42-3-221	Cohab Realty LLC; Forest Dr. LLC	477 Lancaster Ave.	1357/520	
CH0008:CH0009	42-3-221	Cohab Realty LLC; Forest Dr. LLC	477 Lancaster Ave.	1357/520	
	42-3-220	Jeffrey Dambrosio	483 Lancaster Ave.	1357/516; 1367/531	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
CH0009:CH0010	42-3-220	Jeffrey Dambrosio	483 Lancaster Ave.	1357/516; 1367/531	
	42-3-218	Rudy & Nancy Ricca	497 Lancaster Ave.	1357/524	
CH0010:CH0011	42-3-218	Rudy & Nancy Ricca	497 Lancaster Ave.	1357/524	
	42-3-217	Minh Hang; Nguyen Tam	503 Lancaster Ave.	1357/528	
	42-3R-5	Francis & Julie Boromeo	1 Charles St.	1357/532; 1678/210	
CH0011:CH0012V	42-3R-2	Leticia Casillas	2 Charles St.	1357/536; 1678/200	
	42-3R-16	Coffman Commons Condominium Association	Unaddressable Parcel	1357/540	
CH0012V:CH0201V	42-3R-16	Coffman Commons Condominium Association	Unaddressable Parcel	1357/540	
	42-3R-38	Thunderbird Trading Co. LLC	530 Lancaster Ave.	1357/462	
CH0201V:CH0205	42-3R-38	Thunderbird Trading Co. LLC	530 Lancaster Ave.	1357/462	
	42-3-233.1	Malvern Realty Holdings, Inc.	520 Lancaster Ave	1357/458	
	42-3-234	David Goldstein	510 Lancaster Ave	1357/450,454	
	42-3-236	Frederick Callaghan Jr; Paul Callahan	500 Lancaster Ave	1357/446	
CH0205:CH0206	42-3-236	Frederick Callaghan Jr; Paul Callahan	500 Lancaster Ave	1357/446	
	42-3-237.1	Arch-Frazer LLC	490 Lancaster Ave.	1357/442	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
CH0201V:CH0204	42-3R-38	Thunderbird Trading Co. LLC	530 Lancaster Ave.	1357/462	
	42-3R-40	VJM Realty Partners, LLC	522 Lancaster Ave.	1358/62	
	42-3R-39	James & Diana Genn	526 Lancaster Ave.	1358/66	
CH0201V:CH0203	42-3R-38	Thunderbird Trading Co. LLC	530 Lancaster Ave.	1357/462	
	42-3R-37	Canakis Real Estate LLC	524 Lancaster Ave.	1358/58	
	42-3-232	Wolfe Investment Properties LLC	536 Lancaster Ave.	1358/70	
CH0203:CH0202	42-3-232	Wolfe Investment Properties LLC	536 Lancaster Ave.	1358/70	
	42-3-231	Wolfe Investment Properties LLC	544 Lancaster Ave.	1367/535	
	42-3-230	??	20 Norbros Cir.	1358/74	
CH0202:FR0410	42-3-230	??	20 Norbros Cir.	1358/74	
FR0410:FR0411	42-3-230	??	20 Norbros Cir.	1358/74	
CH0012:CH0013	42-3R-16	Coffman Commons Condominium Association	Unaddressable Parcel		
	42-3R-6	Touchstone Properties	519 Lancaster Ave.	1357/544	
CH0013:CH0014	42-3R-7	F L W Realty Co.	527 Lancaster Ave.	1357/549	
	42-3R-8	Emac Installers Co.	531 Lancaster Ave.	1357/552	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
CH0014:CH0015	42-3R-8	Emac Installers Co.	531 Lancaster Ave.	1357/552	
	42-3R-9	Franklin Auto Spa LP	535 Lancaster Ave.	1357/556	
	42-3R-10	Roanoke Properties LLC	537 Lancaster Ave.	1357/560	
CH0015:FORCE MAINE TO FRAME AVE PS 10					
	42-3R-10	Roanoke Properties LLC	537 Lancaster Ave.	1357/560	
	42-3R-11.1	John & Christine Vagnozzi	549 Lancaster Ave.	1357/564	
	42-3R-12	Jack Azat	555 Lancaster Ave	1357/568	
	42-3R-13	Whiteland Plaza	565 Lanaster Ave.	1357/572	
	42-3-179	Wawa, Inc.	567Lancaster Ave	1357/576	
	42-3-180	Jack Azat	577 Lancaster Ave	1357/580; 1678/190	
	42-3Q-19	Jack Azat	581 Lancaster Ave	1357/584	
	42-3Q-18	Jack Azat	585 Lancaster Ave	1357/588	
	42-3Q-9	Luludoli LLC	587 Lancaster Ave	1357/596; 1678/205	
	42-3-181	Jack Azat	591 Lancaster Ave	1357/592	
	42-3-182	Jack Azat	589 Lancaster Ave	1358/1	
	42-3-183	Spruce EW Realty LP	593 Lancaster Ave	1358/5	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
	42-3-184	Spruce EW Realty LP	593 Lancaster Ave	1358/9	
	42-3-185.1	Spruce EW Realty LP	593 Lancaster Ave	1358/13	
	42-3-149.1	Anthony Celia	5 Frame Ave.	No easement found	
	42-3-150.1	Townes at Malvern Community Association	114 Mulberry Dr.	No easement found	
	42-3-149	Daniel Giegel	7 Frame Ave.	1358/21; 20126/1	Easement; Easement shown on subdivision plan
	42-3-149.2	Construction Technology Services, Inc.	11 Frame Ave	20565/1	Easement shown on subdivision plan
	42-3-150	Rehana Syed; Amit Godambe	15 Frame Ave.	20126/1	Easement shown on subdivision plan
	12-3-151	Marie Stotler	23 Frame Ave.	No easement found	
	42-3-151.1	Amit Godambe; Rehana Syed	25 Frame Ave.	No easement found	
	42-3-152	Ryan & Maura Klembecki	27 Frame Ave	No easement found	
	42-3-153.3	Townes at Malvern Community Association	150 Planebrook Rd.	9950/1608; 19840/1	Easement; Easement shown on subdivision plan
		FRAME AVE. DB			
Frame Ave PS10	PennDot Road	202			
N/A:FR0002	PennDot Road	202			
FR0002:FR0003	Township Street	Frame Ave			
FR0003:N/AV	Township Street	Frame Ave			
N/AV: FORCE MAIN TO PLAINBROOK PS					

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
	42-3-153.3	Townes at Malvern Community Association	150 Planebrook Rd.	9950/1608; 19840/1	Easement;Easement shown on subdivision plan
PLAINBROOK PS: CHESTER VALLEY TRAIL (private line)					
	42-3-153.3	Townes at Malvern Community Association	150 Planebrook Rd.	9950/1608; 19840/1	Easement;Easement shown on subdivision plan
	42-3-153	Barry & Linda Cockerham	148 Planebrook Rd.	19840; 1	Easement shown on subdivision plan
	42-3-165	Daniel & Ginger McGuire	60 Planebrook Rd.	9579/478	Easement
	42-3-111.2	Eadeh Family Limited Partnership	105 Phoenixville Pk.	16114/1	Easement shown on subdivision plan
	42-3-111.8	John & Deborah Abel	111 Phoenixville Pk.	No easement found	
N/AV:FR0004	Township Street	Frame Ave			
FR0004:FR0005	Township Street	Frame Ave			
FR0005:FR0006	Township Street	Frame Ave			
FR0006:FR0007	Township Street	Frame Ave			
FR0007:FR0008V	Township Street	Frame Ave			
FR008V:FR0202	42-3-149.1	Anthony Celia	5 Frame Ave	No easement found	
FR0202:FR0101	42-3-149.1	Anthony Celia	5 Frame Ave	No easement found	
	42-3-147	Anthony & Josaphine Celia	5 Frame Ave Ste 102	No easement found	
	42-3-185.1	Spruce EW Realty LP	593 Lancaster Ave.	1358/13	
FR0101:FR0102	42-3-185.1	Spruce EW Realty LP	593 Lancaster Ave.	1358/13	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
	42-3-185	Richard Haly; Walter Haly	609 Lancaster Ave	1358/17	
FR0102:FR0103	42-3-185.1	Spruce EW Realty LP	593 Lancaster Ave.	1358/13	
FR0103:FR0104	42-3-185.1	Spruce EW Realty LP	593 Lancaster Ave.	1358/13	
	42-3-184	Spruce EW Realty LP	593 Lancaster Ave.	1358/9	
	42-3-183	Spruce EW Realty LP	593 Lancaster Ave.	1358/5	
FR0104:FR0105	42-3-183	Spruce EW Realty LP	593 Lancaster Ave.	1358/5	
	42-3-182	Jack Azat	589 Lancaster Ave	1358/1	
	42-3-181	Jack Azat	591 Lancaster Ave	1357/592	
	42-3Q-9	Luludoli LLC	587 Lancaster Ave	1357/596; 1678/205	
FR0105:FR0106	42-3Q-18	Jack Azat	585 Lancaster Ave	1357/588	
	42-3Q-19	Jack Azat	581 Lancaster Ave	1357/584	
	42-3-180	Jack Azat	577 Lancaster Ave	1357/580; 1678/190	
FR0106:FR0107	42-3-180	Jack Azat	577 Lancaster Ave	1357/580; 1678/190	
	42-3-179	Wawa, Inc.	567Lancaster Ave	1357/576	
FR0107:FR0108	42-3-179	Wawa, Inc.	567Lancaster Ave	1357/576	
	42-3R-13	Whiteland Plaza	565 Lanaster Ave.	1357/572	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
FR0108:FR0109	42-3R-13	Whiteland Plaza	565 Lancaster Ave.	1357/572	
	42-3R-12	Jack Azat	555 Lancaster Ave	1357/568	
	42-3R-11.1	John & Christine Vagnozzi	549 Lancaster Ave.	1357/564	
FR0008V:FR0009	Township Street	Frame Ave			
FR0009:FR0010	Township Street	Frame Ave			
FR0010:FR0011	42-3-145	Anthony Celia	619 Lancaster Ave.	1358/126	
FR0011:FR0012	42-3-145	Anthony Celia	619 Lancaster Ave.	1358/126	
FR0012:FR0013V	42-3-145	Anthony Celia	619 Lancaster Ave.	1358/126	
	42-6-10.1	Robert & Arlene Stevens	627 Lancaster Ave.	1358/26	
FR0013V:FR0301	42-6-10.1	Robert & Arlene Stevens	627 Lancaster Ave.	1358/26	
	42-6-10	Moody National Lancaster Frazer Holding LLC	635 Lancaster Ave.	1358/30	
FR0301:FR0302	42-6-10	Moody National Lancaster Frazer Holding LLC	635 Lancaster Ave.	1358/30	
FR0302:FR0303	42-6-10	Moody National Lancaster Frazer Holding LLC	635 Lancaster Ave.	1358/30	
	42-3-137.1	MHC 36 Frazer PA LLC	641 Lancaster Ave.	No easement found	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
	42-6-8	675 Lancaster LLC	675 Lancaster Ave.	No easement found	
FR0013V:FR0014V	42-6-10.1	Robert & Arlene Stevens	627 Lancaster Ave.	1358/26	
	42-6-21	Chester Co. Commons Owners Assoc. Inc.	Unaddressable Parcel	1358/114	
FR0014V:FR0401	42-6-21	Chester Co. Commons Owners Assoc. Inc.	Unaddressable Parcel	1358/114	
	42-6-24.2	Pennsylvania Lines LLC	9 Ravine Road	1358/54	
FR0401:FR0402	42-6-24.2	Pennsylvania Lines LLC	9 Ravine Road	1358/54	
	42-6-23.2A	Frazer 642 Inc.	642 Lancaster Ave.	1358/118	
FR0402:FR0403	42-6-23.2A	Frazer 642 Inc.	642 Lancaster Ave.	1358/118	
	42-6-23.2B	638 Partners	640 Lancaster Ave.	1358/110	
FR0403:FR0404	42-6-23.2B	638 Partners	640 Lancaster Ave.	1358/110	
	42-6-23.2C	638 Partners	638 Lancaster Ave.	1358/106	
	42-6-23.2	Ward 642 Partners LLC	634 Lancaster Ave.	1358/122	
	42-6-23.2D	Christopher Hashem	630 Lancaster Ave.	1358/102	
	42-6-23.3	DKM Associates	600 Lancaster Ave.	1358/98	
FR0404:FR0405	42-6-23.3	DKM Associates	600 Lancaster Ave.	1358/98	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
	42-6-23	DKM Associates	600 Lancaster Ave.	1358/90; 1379/275	
FR0405:FR0406	42-6-23	DKM Associates	600 Lancaster Ave.	1358/90; 1379/275	
	42-6-23.4A	Fon Kozani LP	596 Lancaster Ave.	No easement found	
FR0406:FR0407	42-6-23.4	580 Lancaster Associates LP	590 Lancaster Ave.	1358/94	
FR0407:FR0408	42-6-23.4	580 Lancaster Associates LP	590 Lancaster Ave.	1358/94	
	42-6-23.1	Arec 5 LLC	564 Lancaster Ave.	1358/86	
FR0408:FR0409	42-6-23.1	Arec 5 LLC	564 Lancaster Ave.	1358/86	
	42-3-228	J&P Spingh Management LLP	562 Lancaster Ave.	1358/82	
	42-3-229	GMH East Whiteland Holdings LLC	554 Lancaster Ave.	1358/78; 1678/195	
FR0014V:FR0015V	42-6-21	Chester Co. Commons Owners Assoc. Inc.	Unaddressable Parcel	1358/114	
FR0015V:FR0501	42-6-14.2	Home Depot USA Inc.	690 Lancaster Ave.	No easement found	
FR0015V:FR0016	Penndot Road	Phoenixville Pike			
FR0016:FR0017	42-6-21	Chester Co. Commons Owners Assoc. Inc.	Unaddressable Parcel	1358/114	
FR0017:FR0018	42-6-21	Chester Co. Commons Owners Assoc. Inc.	Unaddressable Parcel	1358/114	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
FR0018:FR0019	42-6-21	Chester Co. Commons Owners Assoc. Inc.	Unaddressable Parcel	1358/114	
FR0019:FR0020	Township Street	Ravine Road			
FR0020:FR0021	Township Street	Ravine Road			
FR0021:FR0022	42-6-245	Kyle & Kerri Turner	16 Ravine Rd.	No easement found	
FR0022:FR0023V	42-6-246	Whitewoods Community Association, Inc.	Unaddressable Parcel	No easement found	
FR0023V:FR0024	42-6-246	Whitewoods Community Association, Inc.	Unaddressable Parcel	No easement found	
FR0024:FR0601	42-6-246	Whitewoods Community Association, Inc.	Unaddressable Parcel	No easement found	
	42-6-233	Page & Robert Hinkle	26 Whitewoods La.	No easement found	
FR0601:FR0602	42-6-233	Page & Robert Hinkle	26 Whitewoods La.	No easement found	
FR0602:FR0603	42-6-230	Michael Carroll; Carolyn Cross	19 Whitewoods La.	No easement found	
	42-6-229	Thomas & Lisa Nackers	17 Whitewoods La.	No easement found	
FR0603:FR0604	42-6-229	Thomas & Lisa Nackers	17 Whitewoods La.	No easement found	
FR0604:FR0605	42-6-229	Thomas & Lisa Nackers	17 Whitewoods La.	No easement found	
	42-6-228	Nirav Mehta	15 Whitewoods La.	5406/689; 4349/12	Deed of Dedication (from developer for entire Whitewoods subdivision)
	42-6-227	Patrick & Laura Sullivan	13 Whitewoods La.	5406/689; 4349/12	Deed of Dedication (from developer for entire Whitewoods subdivision)

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
	42-6-226	Ming Hang; Tammy Nguyen	11 Whitewoods La.	5406/689; 4349/12	Deed of Dedication (from developer for entire Whitewoods subdivision)
FR0605:FR0606	42-6-226	Ming Hang; Tammy Nguyen	11 Whitewoods La.	5406/689; 4349/12	Deed of Dedication (from developer for entire Whitewoods subdivision)
	42-6-225	Douglas & Cynthia Claffey	9 Whitewoods La.	5406/689; 4349/12	Deed of Dedication (from developer for entire Whitewoods subdivision)
	42-6-224	Victor & Lioudmila Tchistiak	7 Whitewoods La.	5406/689; 4349/12	Deed of Dedication (from developer for entire Whitewoods subdivision)
FR0606:FR0607	42-6-224	Victor & Lioudmila Tchistiak	7 Whitewoods La.	5406/689; 4349/12	Deed of Dedication (from developer for entire Whitewoods subdivision)
	42-6-223	Francis & Kimberly Simon	5 Whitewoods La.	5406/689; 4349/12	Deed of Dedication (from developer for entire Whitewoods subdivision)
	42-6-222	Arthur Jones	3 Whitewoods La.	5406/689; 4349/12	Deed of Dedication (from developer for entire Whitewoods subdivision)
FR0607:FR0608	42-6-222	Arthur Jones	3 Whitewoods La.	5406/689; 4349/12	Deed of Dedication (from developer for entire Whitewoods subdivision)
FR0608:FR0609	Private Road	White Woods Ln.			
FR0609:FR0610	Private Road	White Woods Ln.			
FR0023V:FR0025	42-6-246	Whitewoods Community Assoc. Inc.	Unaddressable Parcel	No easement found	
FR0025:FR0026	42-6-246	Whitewoods Community Assoc. Inc.	Unaddressable Parcel	No easement found	
FR0026:FR0027	42-6-246	Whitewoods Community Assoc. Inc.	Unaddressable Parcel	No easement found	
FR0027:FR0028	42-6G-16-E	East Whiteland Township	Unaddressable Parcel		
FR0028:FR0701	42-6G-16-E	East Whiteland Township	Unaddressable Parcel		
FR0701:FR0702V	42-6G-16-E	East Whiteland Township	Unaddressable Parcel		
	42-6G-17	Eric & Maureen Johnson	32 Glenloch Way	No easement found	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
FR0702V:FR0703	Township Street	Glenloch Way			
FR0703:FR0704	Township Street	Glenloch Way			
FR0702V:FR0709	Township Street	Glenloch Way			
FR0709:FR0710	Township Street	Glenloch Way			
FR0710:FR0711	Township Street	Glenloch Way			
FR0711:FR0712	Township Street	Glenloch Way			
FR0712:FR0713	Township Street	Glenloch Way			
FR0713:FR0714	Township Street	Glenloch Way			
FR0714:FR0715V	Township Street	Glenloch Way			
FR0715V:FR0717	Township Street	Glenloch Way			
FR0717:FR0718	Township Street	Glenloch Way			
FR0718:FR0719	42-6-36	Ruth Brown; Janice Senn	1320 King Rd.	No easement found	
FR0715V:FR0716	Township Street	Glenloch Way			
FR07156:FR0708	Township Street	Glenloch Way			
FR0708:FR0707	Township Street	Glenloch Way			
FR0707:FR0706	Township Street	Glenloch Way			
FR0706:FR0705	Township Street	Glenloch Way			
		MEADOW VIEW DB			
Meadow View PS5	42-4-71.2A	Richard Schoeninger	313 Swedesford Rd.	No easement found	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
PSS:MV0001V	42-4-71.2A	Richard Schoeninger	313 Swedesford Rd.	No easement found	
MV0001:MV0101	42-4-71.2A	Richard Schoeninger	313 Swedesford Rd.	No easement found	
	42-4-71.2	Brian Bretz; Siobhan Haney	309 Swedesford Rd.	No easement found	
MV0001:MV0002	42-4-89.2	Dante & Christine Bradley	310 Swedesford Rd.	No easement found	
MV0002:MV0003	42-4-89.2	Dante & Christine Bradley	310 Swedesford Rd.	No easement found	
MV0003:MV0004	42-4-89.2	Dante & Christine Bradley	310 Swedesford Rd.	No easement found	
MV0004:MV0005	42-4-89.2	Dante & Christine Bradley	310 Swedesford Rd.	No easement found	
MV0005:MV0006	42-4-89.2	Dante & Christine Bradley	310 Swedesford Rd.	No easement found	
	42-4-89	William & Robin Smith	304 Swedesford Rd.	No easement found	
MV0006:MV0007V	42-4-89	William & Robin Smith	304 Swedesford Rd.	No easement found	
	42-4-89.5	Barry & Elizabeth Conway	9 Willow Dr.	No easement found	
MV0007V:MV0008	Township Street	Willow Dr.			
MV0007V:MV0009	42-4-89.5	Barry & Elizabeth Conway	9 Willow Dr.	No easement found	
	42-4-88	Philip Malin	11 Sycamore Dr.	No easement found	
MV0009:MV0010	42-4-88	Philip Malin	11 Sycamore Dr.	No easement found	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
MV0010:MV0011	42-4-88	Philip Malin	11 Sycamore Dr.	No easement found	
	Township Street	Sycamore Dr.			
		MILL LANE DB			
Mill Lane PS2	42-4-2.4-E	EW Twp.	200 Conestoga Rd.	8918/1465	Deed of Dedication
PS2:ML0001	42-4-2.4-E	EW Twp.	200 Conestoga Rd.	8918/1465	Deed of Dedication
	42-4-2.5-E	EW Twp.	202 Conestoga Rd.	8918/1465	Deed of Dedication
ML0001:ML0801V	42-4-2.5-E	EW Twp.	202 Conestoga Rd.		
ML0801V:ML0002	42-4-2.5-E	EW Twp.	202 Conestoga Rd.		
	42-4-2.4-E	EW Twp.	200 Conestoga Rd.		
ML0002:ML0003V	42-4-2.4-E	EW Twp.	200 Conestoga Rd.		
ML0003:1405V	42-4-2.4-E	EW Twp.	200 Conestoga Rd.		
1405V:N/A(1)	42-4-18-E	EW Twp.	170 Conestoga Rd.		
N/A(1):N/A(2)	42-4-18-E	EW Twp.	170 Conestoga Rd.		
N/A(2):ML1205	42-4-18-E	EW Twp.	170 Conestoga Rd.		

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
ML1205:ML1207	42-4-70	Rubino Holdings LP	161 Conestoga Rd.	No easement found	
	42-4-71.19	Michael Matkovic	9 Limekiln Dr.	No easement found	
ML1207:ML1208V	42-4-71.19	Michael Matkovic	9 Limekiln Dr.	No easement found	
ML1208V:ML1210	42-4-71.19	Michael Matkovic	9 Limekiln Dr.	No easement found	
	42-4-71.18	Robert & Audrey Duffy	11 Limekiln Dr.	No easement found	
	42-4-71.26	Colleen & Joe Johnson	8 Limekiln Dr.	No easement found	
	42-4-71.27	Jeffrey & Mary Focht	11 Valley Creek Rd.	No easement found	
ML1208V:ML1211	42-4-71.19	Michael Matkovic	9 Limekiln Dr.	No easement found	
ML1211:ML1212	Township Street	Limekiln Drive			
ML1212:ML1213	42-4-71.25	Steven Aquilani	7 Valley Creek Rd.	No easement found	
ML1213:ML1214	42-4-71.9	Christopher & Wendy Nawn	4 Manor View Cir.	No easement found	
ML1214:ML1215	Township Street	Manor View Cir.			
ML1215:FORCE MAIN TO MEADOW VIEW PS5					
ML1215: MV0103	42-4-71.7	Ryan & Colleen Blackburn	8 Manor View Cir.	No easement found	
	42-4-71.8	Gregory & Margaret Ricker	6 Manor View Cir.	No easement found	
	42-4-71.13	Aaron & Jennifer Govatos	303 Swedesford Rd.	No easement found	
	42-4-71.2	Brian Bretz; Siobhan Haney	309 Swedesford Rd.	No easement found	
MV0103:MV0102	42-4-71.2	Brian Bretz; Siobhan Haney	309 Swedesford Rd.	No easement found	
MV0102:PS5	42-4-71.2	Brian Bretz; Siobhan Haney	309 Swedesford Rd.	No easement found	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
	42-4-71.2A	Richard Schoeninger	313 Swedesford Rd.	No easement found	
1405V:ML1301	42-4-2.4-E	EW Twp.	200 Conestoga Rd.		
	42-4-59-E	EW Twp.	205 Conestoga Rd.		
ML1301:ML1302	Township Street	Mill Lane			
ML1302:ML1303	Township Street	Mill Lane			
ML1303:ML1304V	Township Street	Mill Lane			
ML1304V:ML1306	42-4-65.1	Dirk & Jennifer Heerding	1 Mill Creek Lane	No easement found	
	42-4-65.2	Kenneth & Rosemary Bigelow	3 Mill Creek Lane	No easement found	
	42-4-65.3	Robert & Connie Dailey	5 Mill Creek Lane	No easement found	
ML1306:N/A	42-4-65.3	Robert & Connie Dailey	5 Mill Creek Lane	No easement found	
	42-4-65.4	Peter & Jane Austin	7 Mill Creek Lane	No easement found	
	42-4-65.5	Eric Brodfuehrer; Holly Humphrey	9 Mill Creek Lane	No easement found	
	42-4-65.6	Benjamin & Lauren Weiner	11 Mill Creek Lane	No easement found	
N/A:N/A	42-4-65.6	Benjamin & Lauren Weiner	11 Mill Creek Lane	No easement found	
	42-4-65.7	Joyce Vanschooneveld	10 Mill Creek Lane	No easement found	
N/A:ML1309	42-4-65.7	Joyce Vanschooneveld	10 Mill Creek Lane	No easement found	
	42-4J-31	Robert & Rosheen McCutcheon	8 Brett Lane	No easement found	
ML1309:ML1310	42-4J-31	Robert & Rosheen McCutcheon	8 Brett Lane	No easement found	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
ML1210:ML1311	Township Street	Brett Lane			
ML1311:ML1312	Township Street	Brett Lane			
ML1312:ML1313V	Township Street	Brett Lane			
ML1313V:ML1314	Township Street	Westgate Cir.			
ML1314:ML1315V	Township Street	Westgate Cir.			
ML1315V:ML1316	Township Street	Westgate Cir.			
ML1315V:ML1317	42-4J-9	William & Heather Riley	17 Westgate Cir.	No easement found	
ML1317:ML1318	42-4J-9	William & Heather Riley	17 Westgate Cir.	No easement found	
	42-4J-10	Donna Sweeney	19 Westgate Cir.	No easement found	
	42-4J-11	Bryan & Julia Keely	21 Westgate Cir.	No easement found	
	42-4J-12	Robert & Karen Toal	5 Stuart Dr.	No easement found	
ML1318:ML1319	42-4J-15	Eugene & Elizabeth Twardowski	2 Stuart Dr.	No easement found	
ML1319:Private system	42-4J-15	Eugene & Elizabeth Twardowski	2 Stuart Dr.	No easement found	
	42-4J-16	Frederick & Sheila Heins	4 Stuart Dr.	No easement found	
	42-4J-17	Roberto & Mary Jane Bartilomo	6 Stuart Dr.	No easement found	
	42-4J-18	Herbert & Eulalia Walton	8 Stuart Dr.	No easement found	
	42-4-87.3	Westgate Village Associates LP	333 Lancaster Ave.	18117/1	Easement shown on subdivision plan
Private System - Westgate Village					
ML1313V:ML1320	Township Street	Devonshire Lane			

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
ML1320:ML1321	Township Street	Devonshire Lane			
ML1321:ML1322	Township Street	Devonshire Lane			
ML1322:ML1323	Township Street	Devonshire Lane			
ML1323:ML1324	Township Street	Devonshire Lane			
ML1324:ML1325	Township Street	Devonshire Lane			
ML1325:ML1326	Township Street	Devonshire Lane			
ML1304V:ML1305	Township Street	Mill Lane			
ML1305:ML1501V	Township Street	Mill Lane			
ML1501V:ML1502	42-4-65.10	Anthony Black; Helen Cockerham	4 Mill Creek Lane	No easement found	
ML1501V:ML1503	Township Street	Knollbrook Cir.			
ML1503:ML1504	42-4-60.3	Terrance & Kendra Walsh	3 Knollbrook Cir.	No easement found	
ML1504:ML1505V	42-4-60.3	Terrance & Kendra Walsh	3 Knollbrook Cir.	No easement found	
	42-4-60.4	Gale Sevi	5 Knollbrook Cir.	No easement found	
ML1505V:ML1506	42-4-60.4	Gale Sevi	5 Knollbrook Cir.	No easement found	
	42-4-60.5	Peter & Susan Gilmore	7 Knollbrook Cir.	No easement found	
ML1505V:ML1507	42-4-60.4	Gale Sevi	5 Knollbrook Cir.	No easement found	
	42-4-60.5	Peter & Susan Gilmore	7 Knollbrook Cir.	No easement found	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
	42-4-60.6	Harry Eckerson	9 Knollbrook Cir.	No easement found	
	42-4-60.7	Wayne & Knollbrook Tougher	11 Knollbrook Cir.	No easement found	
ML1507:ML1508	42-4-60.7	Wayne & Knollbrook Tougher	11 Knollbrook Cir.	No easement found	
ML1508:ML1509	42-4-60.9	Ricardo & Jennifer Navarro	12 Knollbrook Cir.	No easement found	
ML1509:ML1510	42-4-60.9	Ricardo & Jennifer Navarro	12 Knollbrook Cir.	No easement found	
	42-4-61.4	Eugene Dooley	28 Mill Lane	No easement found	
ML1510:ML1511	42-4-61.4	Eugene Dooley	28 Mill Lane	No easement found	
ML1511:ML1512	42-4-61.4	Eugene Dooley	28 Mill Lane	No easement found	
	42-4-61.3	Bruce & Margaret Crowley	24 Mill Lane	No easement found	
ML1512:ML1513	42-4-61.3	Bruce & Margaret Crowley	24 Mill Lane	No easement found	
	42-4-61.2	Robert Kirkby; Nicole Roy	22 Mill Lane	No easement found	
	42-4-61.1	Nathan Hornburg; Christina Batchelor	20 Mill Lane	No easement found	
ML0801:ML0802	42-4-2.5-E	EW Twp.	202 Conestoga Rd.		
ML802:N/A(1)V	42-4-2.5-E	EW Twp.	202 Conestoga Rd.		
	42-4-2.1-E	East Whiteland Township	206 Conestoga Rd.		
	42-4-365-E	East Whiteland Township	208 Conestoga Rd.		

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
N/A(1)V:N/A(2)	42-4-365-E	East Whiteland Township	208 Conestoga Rd.		
	42-4-58-E	East Whiteland Township	207 Conestoga Rd.		
N/A(2):N/A(3)V	42-4-58-E	East Whiteland Township	207 Conestoga Rd.		
	42-4-58.1-E	East Whiteland Township	209 Conestoga Rd.		
N/A(3)V:ML0902	42-4-58.1-E	EW Township Building	209 Conestoga Rd.		
ML0902:ML0903	42-4-58.1-E	EW Township Building	209 Conestoga Rd.		
N/A(3)V:N/A(4)	42-4-58.1-E	EW Township Building	209 Conestoga Rd.		
N/A(4):N/A(5)	42-4-58.1-E	EW Township Building	209 Conestoga Rd.		
N/A(5):N/A(6)	42-4-58.1-E	EW Township Building	209 Conestoga Rd.		
N/A(6):N/A(7)V	42-4-58.1-E	EW Township Building	209 Conestoga Rd.		
N/A(7)V:ML0907	42-4-58.1-E	EW Township Building	209 Conestoga Rd.		
ML0907:ML0908	42-4-58.1-E	EW Township Building	209 Conestoga Rd.		
	42-3-124-E	County of Chester	Chester Valley Trail	No easement found (chester county)	
ML0908:ML0909	42-3-124-E	County of Chester	Chester Valley Trail	No easement found (chester county)	
	42-4-55-E	Great Valley School District	361 Swedesford Rd.	Easement (not recorded)	Easement (not recorded)

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
ML0909:ML0910	42-4-55-E	Great Valley School District	361 Swedesford Rd.	Easement (not recorded)	Easement (not recorded)
ML0910:ML0911	42-4-55-E	Great Valley School District	361 Swedesford Rd.	Easement (not recorded)	Easement (not recorded)
ML0911:ML0912	42-4-55-E	Great Valley School District	361 Swedesford Rd.	Easement (not recorded)	Easement (not recorded)
ML0912:ML0913	42-4-55-E	Great Valley School District	361 Swedesford Rd.	Easement (not recorded)	Easement (not recorded)
ML0913:ML0914	42-4-55-E	Great Valley School District	361 Swedesford Rd.	Easement (not recorded)	Easement (not recorded)
	42-3-125.7	Anthony & Cynthia Falcone	69 Church Rd.	5151/2258	Condemnation
	42-3-125.5	Eric & Margaret Wolfamott	63 Church Rd.	No easement found	
ML0914:ML0915	42-3-125.5	Eric & Margaret Wolfamott	63 Church Rd.	No easement found	
	42-4-55-E	Great Valley School District	361 Swedesford Rd.	Easement (not recorded)	Easement (not recorded)
ML0915:ML0916	42-4-55-E	Great Valley School District	361 Swedesford Rd.	Easement (not recorded)	Easement (not recorded)
ML0916:ML0917	42-4-55-E	Great Valley School District	361 Swedesford Rd.	Easement (not recorded)	Easement (not recorded)
ML0917:ML0918V	42-4-55-E	Great Valley School District	361 Swedesford Rd.	Easement (not recorded)	Easement (not recorded)
	42-3-125.3	George & Alyssa Minnick	369 Swedesford Rd.	Easement (not recorded)	Easement (not recorded)
	42-3-125.2	Alicia & Niall Donnelly	371 Swedesford Rd.	Easement (not recorded)	Easement (not recorded)
ML0918V:ML0926	42-4-55-E	Great Valley School District	361 Swedesford Rd.	Easement (not recorded)	Easement (not recorded)
ML0926:ML0927	42-4-55-E	Great Valley School District	361 Swedesford Rd.	Easement (not recorded)	Easement (not recorded)

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
ML0927:ML0928	42-4-55-E	Great Valley School District	361 Swedesford Rd.	Easement (not recorded)	Easement (not recorded)
	42-4-62	Great Valley School District	357 Swedesford Rd.	Easement (not recorded)	Easement (not recorded)
ML0928:ML0929	42-4-62.2	Erlene & Darrell Pearson	355 Swedesford Rd.	Easement (not recorded)	Easement (not recorded)
	42-4-62.1	Jesse & Naro Rhonda	353 Swedesford Rd.	Easement (not recorded)	Easement (not recorded)
ML0918V:ML0919V	42-4-83.1-E	East Whiteland School District	354 Swedesford Rd.	No easement found (school)	
ML0919V:ML0920	42-4-83.1-E	East Whiteland School District	354 Swedesford Rd.	No easement found (school)	
	42-4-82.2	Robert & Patricia Geiss	372 Swedesford Rd.	Easement (not recorded)	Easement (not recorded)
	42-4-82	Thomas & Ann Curran	51 Church Rd.	Easement (not recorded)	Easement (not recorded)
ML0919V:ML0924	42-4-83.1-E	East Whiteland School District	354 Swedesford Rd.	No easement found (school)	
ML0924:ML0925	42-4-83.1-E	East Whiteland School District	354 Swedesford Rd.	No easement found (school)	
	42-4-83-E	East Whiteland School District	354 Swedesford Rd.	No easement found (school)	
N/A(7)V: Private system running south through Chester Valley Golf Club to PS9					
N/A(7):Private system running west along Chester Valley trail					
N/A(1)V:ML0804	42-4-365-E	East Whiteland Township	208 Conestoga Rd.		

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
ML0804:ML0805	42-4-365-E	East Whiteland Township	208 Conestoga Rd.		
ML0805:ML0806	42-4-365-E	East Whiteland Township	208 Conestoga Rd.		
ML0806:ML0807	42-4-365-E	East Whiteland Township	208 Conestoga Rd.		
ML0807:ML0808	42-4-365-E	East Whiteland Township	208 Conestoga Rd.		
ML0808:ML0809	42-4-365-E	East Whiteland Township	208 Conestoga Rd.		
ML0809:ML0810	PennDot Road	Conestoga Road			
ML0810:ML0811	PennDot Road	Conestoga Road			
ML0811:ML0812	42-3-244-E	East Whiteland Township	210 Conestoga		
ML0812:ML0813	42-3-244-E	East Whiteland Township	210 Conestoga		
ML0813:ML0814	PennDot Road	Conestoga Road			
ML0814:ML0815V	Township Street	Moores Road			
ML0815V:ML1001	Township Street	Church Road			
ML1001:ML1002	Township Street	Church Road			
ML1002:ML1003	Township Street	Church Road			
ML1003:ML1004	Township Street	Markel Road			
ML1004:ML1005	Township Street	Markel Road			
ML1005:ML006	Township Street	Markel Road			
ML1006:ML1007	42-3M-144	Bradley Emery	80 Markel Rd.	No easement found	
ML1007:ML1008	42-3M-144	Bradley Emery	80 Markel Rd.	No easement found	
	42-3M-145	David & Kathleen Duquette	82 Markel Rd.	No easement found	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
ML1008:ML1009V	42-3M-145	David & Kathleen Duquette	82 Markel Rd.	No easement found	
	42-3M-146	Clint Coons Trust	84 Markel Rd.	No easement found	
	42-3M-147	Thomas & Lisa Diorio	86 Markel Rd.	No easement found	
	42-3M-148	Jason Shindledecker; Melissa Welsh	88 Markel Rd.	No easement found	
	42-3M-149	Raymond Keefe	90 Markel Rd.	No easement found	
	42-3M-150	James Sanderell; Michelle Root	92 Markel Rd.	No easement found	
	42-3M-151	Xiaoli Qin	94 Markel Rd.	No easement found	
ML0815:ML0816	Township Street	Moores Road			
ML0816:ML0817	Township Street	Moores Road			
ML0817:ML0818V	Township Street	Moores Road			
ML0818V:ML1011	Township Street	Rickmar Lane			
ML1011:ML1012	Township Street	Rickmar Lane			
ML1012:ML1013	Township Street	Rickmar Lane			
ML0818V:ML0819V	Township Street	Moores Road			
ML0819V:ML1606	42-3-109.11	Chin Ho; Lilian Tan	13 Weightman Dr.	PP	
ML1606:ML1605	Township Street	Weitman Dr.			
ML1605:ML1603V	Township Street	Weitman Dr.			
ML1603V:ML1604	Township Street	Morris Lane			
ML1603V:ML1602	Township Street	Weitman Dr.			
ML1602:ML1601	Township Street	Weitman Dr.			

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
ML0819:ML0820V	Township Street	Moores Road			
ML0820V:ML1014	Township Street	Kelmar Ave			
ML1014:ML1015	Township Street	Kelmar Ave			
ML1015:ML1016	Township Street	Kelmar Ave			
ML1016:ML1009	Township Street	Kelmar Ave			
ML1009:ML1010	Township Street	Kelmar Ave			
ML0820:ML0821	Township Street	Moores Road			
ML0821:ML0822	Township Street	Moores Road			
ML0822:ML0823	Township Street	Moores Road			
ML0823:ML0824	Township Street	Moores Road			
ML0824:ML0825	Township Street	Moores Road			
ML0825:ML1101V	Township Street	Moores Road			
ML1101V:ML1102	PennDot Road	Phoenixville Pike			
ML1102:ML1103	42-3-297	Wyckfield Homeowners Association	Unaddressable Parcel	No easement found	
ML1103:ML1104	42-3-297	Wyckfield Homeowners Association	Unaddressable Parcel	No easement found	
ML1104:ML1105	42-3-251	Roland Laplante	11 Tunbridge Lane	No easement found	
ML1105:ML1106	Township Street	Turnbridge Lane			
ML1106:ML1107	Township Street	Turnbridge Lane			

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
ML1101V:ML1108V	42-3-297	Wyckfield Homeowners Association	Unaddressable Parcel	No easement found	
ML1108V:ML1109	Township Street	Craig Lane			
ML1109:ML1109	Township Street	Craig Lane			
ML1109:ML1110	Township Street	Craig Lane			
ML1108V:ML1112	42-3-245	Patel Prashant	1 Craig Lane	No easement found	
	42-3-296	Gregory Howson	5 Craig Lane	No easement found	
ML1112:ML1114	42-3-296	Gregory Howson	5 Craig Lane	No easement found	
	42-3-295	Benjamin & Rebecca Tengwall	7 Craig Lane	No easement found	
	42-3-298	Wyckfield Homeowners Association	Unaddressable Parcel	No easement found	
	42-3-298.1-E	East Whiteland Township	165 Phoenixville Pike		
ML1114:ML1115	42-3-298.1-E	East Whiteland Township	165 Phoenixville Pike		
	42-3-281	Pak Koon Living Trust	41 Craig Lane	No easement found	
ML1115:ML1116	Township Street	Craig Lane			
ML1116:ML1117	Township Street	Craig Lane			
ML1117:ML1118	Township Street	Craig Lane			
ML1118:ML1119	Township Street	Craig Lane			
ML1119:ML1123	Township Street	Craig Lane			
ML1123V:ML1124	Township Street	Kenwood Court			
ML1123V:ML1126	Township Street	Craig Lane			
ML1126:ML1127	Township Street	Craig Lane			

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
ML1119V:ML1120V	Township Street	Clover Mill Lane			
ML1120:ML1121	Township Street	Clover Mill Lane			
ML1121:ML1122	Township Street	Clover Mill Lane			
ML1120V:FORCE MAINE TO HILLBROOK CIR. PS11					
	43-3-107.3N	David & Virginia Pohlman	10 Clover Mill La.	Easement (not recorded)	Easement (not recorded) - written consent of owners needed to assign.
	42-3-107.3P	Wesley & Meredith Moore	8 Clover Mill La.	No easement found	
ML0801V:ML0002	42-4-2.5-E	EW Twp.	202 Conestoga Rd.		
	42-4-2.4-E	EW Twp.	200 Conestoga Rd.		
ML0002:ML0003V	42-4-2.4-E	EW Twp.	200 Conestoga Rd.		
ML0003V:N/A(1)	42-4-2.4-E	EW Twp.	200 Conestoga Rd.		
	42-4-2.1-E	EW Twp.	206 Conestoga Rd.		
N/A(1):ML0004	42-4-2.1-E	EW Twp.	206 Conestoga Rd.		
ML0004:N/A(2)	42-4-2.1-E	EW Twp.	206 Conestoga Rd.		
	42-4-2.3	Mountain Laurel Funding Co. LLC	20 Moores Rd.	19563/1	Easement shown on subdivision plan
N/A(2):ML0005V	42-4-2.3	Mountain Laurel Funding Co. LLC	20 Moores Rd.	19563/1	Easement shown on subdivision plan
ML0005V:ML0006	42-4-2.3	Mountain Laurel Funding Co. LLC	20 Moores Rd.	19563/1	Easement shown on subdivision plan

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
ML0006:ML0007	42-4-2.3	Mountain Laurel Funding Co. LLC	20 Moores Rd.	19563/1	Easement shown on subdivision plan
ML0007:ML0008	42-4-2.3	Mountain Laurel Funding Co. LLC	20 Moores Rd.	19563/1	Easement shown on subdivision plan
ML0008:ML0009	42-4-2.3	Mountain Laurel Funding Co. LLC	20 Moores Rd.	19563/1	Easement shown on subdivision plan
ML0009:ML0011	42-4-2.3	Mountain Laurel Funding Co. LLC	20 Moores Rd.	19563/1	Easement shown on subdivision plan
ML0011:ML0012	42-4-2.3	Mountain Laurel Funding Co. LLC	20 Moores Rd.	19563/1	Easement shown on subdivision plan
ML0012:ML0010	42-4-2.3	Mountain Laurel Funding Co. LLC	20 Moores Rd.	19563/1	Easement shown on subdivision plan
ML0010:ML0013	42-4-2.3	Mountain Laurel Funding Co. LLC	20 Moores Rd.	19563/1	Easement shown on subdivision plan
ML0013:ML0014	42-4-2.3	Mountain Laurel Funding Co. LLC	20 Moores Rd.	19563/1	Easement shown on subdivision plan
ML0014:ML0015	42-4-2.3	Mountain Laurel Funding Co. LLC	20 Moores Rd.	19563/1	Easement shown on subdivision plan
ML0015:ML0016V	42-4-2.3	Mountain Laurel Funding Co. LLC	20 Moores Rd.	19563/1	Easement shown on subdivision plan
ML0016:ML0416	Township Street	Moores Road			
ML0416:ML0417	Township Street	Moores Road			
ML0417:ML0419	42-3-45.6R	Lester & Barbara Craig	17 Moores Rd.	No easement found	
	42-3-45.6Q	Sujan & Harris Shekhawat	19 Moores Rd.	No easement found	
ML0419:ML0420	42-3-45.6Q	Sujan & Harris Shekhawat	19 Moores Rd.	No easement found	
	42-3-334	CLF Westerbrook Walvern	21 Moores Rd.	No easement found	
	42-3-45.6K	Robert & Mary Clark	26 Atterbury Dr.	No easement found	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
ML0420:ML0421V	42-3-45.6K	Robert & Mary Clark	26 Atterbury Dr.	No easement found	
ML0421V:ML0415	Township Street	Atturbury Dr.			
ML0421V:ML0422	Township Street	Flintshire Road			
ML0422:ML0423	Township Street	Flintshire Road			
ML0423:ML0424	Township Street	Flintshire Road			
ML0424:ML0425	Township Street	Flintshire Road			
ML0016V:ML0017	Township Street	Moore's Road			
ML0017:ML0401	Township Street	Ashlawn Road			
ML0401:ML0402	Township Street	Ashlawn Road			
ML0402:ML0403V	Township Street	Ashlawn Road			
ML0403V:ML0411	Township Street	Atternury Drive			
ML0411:ML0412	Township Street	Atternury Drive			
ML0412:ML0413	Township Street	Atternury Drive			
ML0413:ML0414	Township Street	Atternury Drive			
ML0403V:ML0404	Township Street	Ashlawn Road			
ML0404:ML0405	Township Street	Ashlawn Road			
ML0405:ML0406	Township Street	Flintshire Rd			
ML0406:ML0407	Township Street	Flintshire Rd			
ML0407:ML0408	Township Street	Flintshire Rd			
ML0408:ML0409	Township Street	Flintshire Rd			
ML0409:ML0410	Township Street	Flintshire Rd			

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
ML0005V:ML0101	42-4-2.3	Mountain Laurel Funding Co. LLC	20 Moores Rd.	19563/1	Easement shown on subdivision plan
ML0101:1404	42-4-2.3	Mountain Laurel Funding Co. LLC	20 Moores Rd.	19563/1	Easement shown on subdivision plan
1404:??	Township Street	Sidley Road			
?:ML0103	Township Street	Sidley Road			
ML0103:ML0104V	Township Street	Sidley Road			
ML0104V:ML0105	Township Street	Lapp Rd.			
ML0105:ML0106	Township Street	Lapp Rd.			
ML0106:ML0107	Township Street	Lapp Rd.			
ML0107:ML0108V	Township Street	Oak Glen Dr.			
ML0108V:ML0109	42-4-20.2S	John Gray	1 Oak Glen Dr.	No easement found	
	42-4-20.2T	Bryan & Nicole Brook	140 Lapp Rd.	No easement found	
	42-4-20.2Q	Kim & James Banks	5 Oak Glen Dr.	1945/343	
ML0109:ML0110	42-4-20.2Q	Kim & James Banks	5 Oak Glen Dr.	1945/343	
	42-4-20.2P	Adrion & Betty Knight	7 Oak Glen Dr.	1945/343	
ML0112V:ML0113	Township Street	Oak Glen Dr.			
ML0112V:ML0111	Township Street	Oak Glen Dr.			
ML0108V:ML0114	Township Street	Oak Glen Dr.			
ML0114:ML0115	Township Street	Oak Glen Dr.			
ML0115:ML0116	42-4-20.2E	Salaman Arshad	10 Oak Glen Dr.	No easement found	
ML0104V:ML0201	42-4-4	Brough & Beth Richey	1 Lapp Rd.	No easement found	
ML0201:ML0202	42-4-4	Brough & Beth Richey	1 Lapp Rd.	No easement found	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
ML0202:ML0203	42-4-4	Brough & Beth Richey	1 Lapp Rd.	No easement found	
	42-4-5.2C	Fetters Mill Community Association	Unaddressable Parcel	No easement found	
ML0203:ML0204	42-4-5.2C	Fetters Mill Community Association	Unaddressable Parcel	No easement found	
ML0204:ML0205V	42-4-5.2C	Fetters Mill Community Association	Unaddressable Parcel	No easement found	
	42-4-527	Najdat & Melissa Haydar	4 Fetters Mill Dr.	No easement found	
ML0205V:ML0208	Township Street	Fetters Mill Dr. (south)		Township Street	
ML0205V:ML0206	42-4-513	Michael & Kelly Cortese	1 McCoy Ct.	No easement found	
ML0206:ML0207	Township Street	McCoy Ct		Township Street	
ML205V:ML208	Township Street	Fetters Mill Dr. (south)			
ML0205V:ML0209V	Township Street	Fetters Mill Dr. (north)			
ML0209V:ML0210	Township Street	Fetters Mill Dr. (north)			
ML0210:ML0211	Township Street	Fetters Mill Dr. (north)			
ML0211:ML0212	Township Street	Fetters Mill Dr. (north)			
ML0212:ML0213	Township Street	Fetters Mill Dr. (north)			
ML0213:ML0214	Township Street	Fetters Mill Dr. (north)			
ML0209V:ML0215	42-4-5.2B	Fetters Mill Community Association	Unaddressable Parcel	No easement found	
ML0215:ML0216	42-4-5.2B	Fetters Mill Community Association	Unaddressable Parcel	No easement found	
	42-4-6.10	Brian Jami Peters	8 Dale Lane	No easement found	
ML0216:ML0217	42-4-6.10	Brian Jami Peters	8 Dale Lane	No easement found	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
ML0217:ML0218	42-4-6.10	Brian Jami Peters	8 Dale Lane	No easement found	
ML0218:ML0219V	42-4-6.10	Brian Jami Peters	8 Dale Lane	No easement found	
ML0219V:ML0220	Township Street	Dale Lane (south)			
ML0220:ML0221	Township Street	Dale Lane (south)			
ML0219V:ML0222	Township Street	Dale Lane (north)			
ML0222:ML0223	Township Street	Dale Lane (north)			
ML0219V:ML0224	42-4-6.14	Lauren & Eric Naylor	10 Forge Dr.	9494/1783	Easement
ML0224:ML0225	Township Street	Forge Dr.			
ML0005V:Private Line (n. on Sidley Rd.)					
ML0301:ML0020	42-4-5.44	Christopher Almy	291 Sidley Rd.	No easement found	
	42-4-5.24-E	East Whiteland Township	2 Thayer Dr.		
ML0020:ML0514V	42-4-5.24-E	East Whiteland Township	2 Thayer Dr.		
ML0514V:ML0513	Township Street	Thayer Dr.			
ML0513:ML0512	Township Street	Thayer Dr.			
ML0512:ML0511	Township Street	Thayer Dr.			
ML0514V:ML0504	Township Street	Sidley Road			
ML0504:ML0503V	Township Street	Sidley Road			
ML0503V:ML0505	Township Street	Amy Dr.			
ML05045:ML0506	Township Street	Amy Dr.			
ML0506:ML0507	Township Street	Amy Dr.			

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ML0507:ML0508	Township Street	Amy Dr.			
ML0508:ML0509	Township Street	Amy Dr.			
ML0509:ML0510	Township Street	Amy Dr.			
ML0503V:ML0502	Township Street	Sidley Road			
ML0502:ML0501	Township Street	Sidley Road			
Wilburdale Rd. PS3:ML1705	42-4-15.9	WPT Land 2 LP	77 Great Valley PW	9392/1527	Easement
PS3: ML1705 (FM)	Township Street	Flat Road			
ML1705:ML1704	Township Street	Flat Road			
ML1704:ML1703	Township Street	Flat Road			
ML1703:ML1701	Township Street	Flat Road			
ML1701:ML1702	Township Street	Flat Road			
ML1702:N/A(15)	Township Street	Flat Road			
N/A(15):N/A(16)	Township Street	Sidley Road			
N/A(16):N/A(17)V	Township Street	Sidley Road			
N/A(17)V:N/A(18)V	42-3-242.10	Ryan & Eileen Dougherty	34 Ashlawn Cir.	No easement found	
N/A(18)V:ML0027	42-3-242.10	Ryan & Eileen Dougherty	34 Ashlawn Cir.	No easement found	
N/A(18)V:ML0601	42-3-242.10	Ryan & Eileen Dougherty	34 Ashlawn Cir.	No easement found	
ML0601:ML0602V	42-3-242.14	Douglas & Jennifer Schultz	21 Ashlawn Rd.	No easement found	
ML0602V:ML0603	Township Street	Ashlawn Cir.			
ML0602V:ML0604	Township Street	Ashlawn Cir.			
ML0604:ML0605	Township Street	Ashlawn Cir.			

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
N/A(17)V:N/A(19)V	Township Street	Sidley Road			
N/A(19)V:FORCE MAINE TO LEE BLVD. PS4					
	Township Street	Lee Blvd.			
	42-2-10.7A	Mustang II Reh LLC	9 Lee Blvd.	No easement found	
	42-4-10.1	Triple M. Partners LP	11 Lee Blvd.	No easement found	
	42-2-10.5A	Vai Real Estates LP	15 Lee Blvd.	No easement found	
	42-2-10.4	17 Lee Boulevard Associates LLC	17 Lee Blvd.	No easement found	
N/A(19)V:ML0029V	Township Street	Sidley Road			
ML0029V:ML0028	Township Street	Sidley Road			
ML0029V:ML0030V	42-3D-36	Timothy & Shannon Carey	8 Hayes Rd.	No easement found	
	42-3D-37	Donald & Katherine Price	5 Hayes Rd.	No easement found	
ML0030V:ML0031	42-3D-37	Donald & Katherine Price	5 Hayes Rd.	No easement found	
ML0031:ML0032	42-2-10.2D	WPT Land 2 LP	301 Pheonixville Pk	No easement found	
ML0032:ML0033	42-2-10.2D	WPT Land 2 LP	301 Pheonixville Pk	No easement found	
ML0030V:N/A(20)	42-3D-37	Donald & Katherine Price	5 Hayes Rd.	No easement found	
N/A(21):ML0702V	42-3D-37	Donald & Katherine Price	5 Hayes Rd.	No easement found	
ML0702:ML0703	42-3D-38	James & Voula Sioutis	3 Hayes Rd.	No easement found	
	42-1R-6	Rachel Radwan	285 Phoenixville Pk.	No easement found	
ML0703:N/A(22)	42-1R-6	Rachel Radwan	285 Phoenixville Pk.	No easement found	

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	42-3D-37	Donald & Katherine Price	5 Hayes Rd.	No easement found	
ML0702V:ML0705	Township Street	Hayes Road			
ML0705:2003	Township Street	Hayes Road			
2003:ML0706V	Township Street	Hayes Road			
ML0706V:ML0707	42-3D-34	Zachary & Sheila Donahue	4 Hayes Rd.	No easement found	
	42-3D-33	James & Maria Driscoll	2 Hayes Rd.	No easement found	
	42-3D-32	Ryan & Samantha King	275 Phoenixville Pk.	No easement found	
ML0707:ML0708	42-3D-32	Ryan & Samantha King	275 Phoenixville Pk.	No easement found	
	42-3D-31	John & Shirley Mateyk	273 Phoenixville Pk.	No easement found	
	42-3D-30	Christopher Derby	271 Phoenixville Pk.	No easement found	
ML0706V:ML0709V	Township Street	Hayes Road		Township Street	
ML0709V:ML0710	Township Street	Phoenixville Pike		Township Street	
ML0710:ML0711	Township Street	Phoenixville Pike		Township Street	
ML0709V:ML0712	42-3D-24	Gregory & Kathleen Biles	280 Phoenixville Pk.	No easement found	
	42-3D-25	Matthew Banister	278 Phoenixville Pk.	No easement found	
ML0712:ML0713	42-3D-25	Matthew Banister	278 Phoenixville Pk.	No easement found	
	42-3D-26	Michael Risch; Julie Amador-Risch	1 Aston Rd.	No easement found	

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ML0713:ML0714	Township Street	Aston Road		Township Street	
ML0714:ML0715V	Township Street	Aston Road		Township Street	
ML0715V:ML0718	Township Street	James Thomas Road		Township Street	
ML0718:ML0719V	Township Street	James Thomas Road		Township Street	
ML0719V:ML0720	Township Street	Spruce Road		Township Street	
ML0719V:ML0721	Township Street	James Thomas Road		Township Street	
ML0721:ML0722	Township Street	James Thomas Road		Township Street	
ML0722:ML0723	Township Street	James Thomas Road		Township Street	
ML0723:ML0724	Township Street	James Thomas Road		Township Street	
ML0715V:ML0716	Township Street	James Thomas Road		Township Street	
ML0716:ML0717	Township Street	James Thomas Road		Township Street	
ML0717:N/A(21)	35-3-102	Charlestown Oaks Homeowners Association	Unaddressable Parcel		
N/A(21):N/A(22)	35-3-102	Charlestown Oaks Homeowners Association	Unaddressable Parcel		
N/A(22): Charlestown Oaks Meter					
		HILLBROOK CIRCLE DB			
Charlestown Meadows PS:HB0025		Conestoga Road (Outside of Township)			
HB0026:HB0025	PennDot Road	Conestoga Road			
HB0025:HB0024	PennDot Road	Conestoga Road			

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
HB0024:HB0023	PennDot Road	Conestoga Road			
HB0023:HB0022	PennDot Road	Conestoga Road			
HB0022:HB0021	PennDot Road	Conestoga Road			
HB0021:HB0020	PennDot Road	Conestoga Road			
HB0020:HB0018	42-3-98.4	Bacton Investment Partners LP	Unknown	17694/1	Easement shown on subdivision plan
HB0018:N/A	42-3-98.4	Bacton Investment Partners LP	Unknown	17694/1	Easement shown on subdivision plan
	42-3-98.5	Bacton Investment Partners LP	Unknown	17694/1	Easement shown on subdivision plan
N/A:HB0017	42-3-98.5	Bacton Investment Partners LP	Unknown	17694/1	Easement shown on subdivision plan
HB0017:HB0016	PennDot Road	Conestoga Road			
HB0016:HB0015	PennDot Road	Conestoga Road			
HB0015:HB0014	PennDot Road	Conestoga Road			
HB0014:HB0013V	PennDot Road	Conestoga Road			
HB0013:S-101	Township Street	Willing Way			
S-101:S-102	Township Street	Willing Way			
S-102:S-103	42-3-14.10	Bharat Patel	4 Willing Way	8407/1516	Easement shown on declaration of covenants, conditions, easements and restrictions for Willinghouse Preserve
	42-3-14.9	Justin & Aimee Sherrock	8 Willing Way	8407/1516	Easement shown on declaration of covenants, conditions, easements and restrictions for Willinghouse Preserve
	42-3-14.8	Blaise Coleman; Lisa Hurchik	12 Willing Way	8407/1516	Easement shown on declaration of covenants, conditions, easements and restrictions for Willinghouse Preserve

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
S-103:S-104	42-3-14.8	Blaise Coleman; Lisa Hurchik	12 Willing Way	8407/1516	Easement shown on declaration of covenants, conditions, easements and restrictions for Willinghouse Preserve
	42-3-14.7	Amit Gangoli	16 Willing Way	8407/1516	Easement shown on declaration of covenants, conditions, easements and restrictions for Willinghouse Preserve
HB0013V:HB0012	PennDot Road	Conestoga Road			
HB0012:N/A	PennDot Road	Conestoga Road			
N/A:HB0011	PennDot Road	Conestoga Road			
HB0011:HB0010	PennDot Road	Conestoga Road			
HB0010:HB0009	PennDot Road	Conestoga Road			
HB0009:HB0008	PennDot Road	Conestoga Road			
HB0008:HB0007	PennDot Road	Conestoga Road			
HB0007:HB0006	PennDot Road	Conestoga Road			
HB0006:HB0005V	PennDot Road	Conestoga Road			
HB0005V:HB0115	Township Street	Hillbrook Cir.			
HB0115:HB0114	Township Street	Hillbrook Cir.			
HB0114:HB0113	Township Street	Hillbrook Cir.			
HB0005V:HB0004	42-3-32.2	Justin Lopez; Charlotte Smith-Widdis	38 Hillbrook Cir.	Easement (not recorded)	Easement (not recorded)
	42-3-32.1	Abdelouahed Nachani	388 Conestoga Rd.	Easement (not recorded)	Easement (not recorded)
HB0004:HB0003	42-3-32.1	Abdelouahed Nachani	388 Conestoga Rd.	Easement (not recorded)	Easement (not recorded)

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
	42-3-32	Kim Hye Ran	386 Conestoga Rd.	Easement (not recorded)	Easement (not recorded)
HB0003:HB0002V	42-3-32	Kim Hye Ran	386 Conestoga Rd.	Easement (not recorded)	Easement (not recorded)
	42-3-33	Robert & Eleanora Sybesma	384 Conestoga Rd.	Easement (not recorded)	Easement (not recorded)
	42-3-33.1	Philip & Gladys Wells Revocable Living Trust	2 Hillbrook Cir.	Easement (not recorded)	Easement (not recorded)
HB0002V:HB101	42-3-33.1	Philip & Gladys Wells Revocable Living Trust	2 Hillbrook Cir.	Easement (not recorded)	Easement (not recorded)
HB0101:HB0102	Township Street	Hillbrook Cir.			
HB0102:HB0103	Township Street	Hillbrook Cir.			
HB0103:HB0104	Township Street	Hillbrook Cir.			
HB0104:HB0105	Township Street	Hillbrook Cir.			
HB0105:HB0106	Township Street	Hillbrook Cir.			
HB0106:HB0107V	Township Street	Hillbrook Cir.			
HB0107V:HB0201	Township Street	Hillbrook Cir.			
HB0201:HB0202	Township Street	Hillbrook Cir.			
HB0107V:HB0108	Township Street	Hillbrook Cir.			
HB0108:HB0109	Township Street	Hillbrook Cir.			
HB0109:HB0110	Township Street	Hillbrook Cir.			
HB0110:HB0111	Township Street	Hillbrook Cir.			
HB0111:HB0112	Township Street	Hillbrook Cir.			
HB0002:HB0001	42-3-33.1	Philip & Gladys Wells	2 Hillbrook Cir.	Easement (not recorded)	Easement (not recorded)

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
		Revocable Living Trust			
	42-3-107.3N	David & Virginia Pohlman	10 Clover Mill La.	Easement (not recorded)	Easement (not recorded)
HB0001:Hillbrook PS11	42-3-107.3N	David & Virginia Pohlman	10 Clover Mill La.	Easement (not recorded)	Easement (not recorded)
		LEE BLVD. DB			
Lee Blvd PS4	42-2-10.4	17 Lee Boulevard Associates LLC	17 Lee Blvd.	No easement found	
LB PS4:LB0002V	42-2-10.4	17 Lee Boulevard Associates LLC	17 Lee Blvd.	No easement found	
LB0002V:LB0003V	42-2-10.4	17 Lee Boulevard Associates LLC	17 Lee Blvd.	No easement found	
LB0002V:LB001	42-2-10.4	17 Lee Boulevard Associates LLC	17 Lee Blvd.	No easement found	
LB001:LB0201	42-2-10.3A	Exeter 14 Lee LLC	14 Lee Blvd.	No easement found	
LB0201:LB0202	42-2-10.3A	Exeter 14 Lee LLC	14 Lee Blvd.	No easement found	
LB0202:LB0203	Township Street	Lee Blvd			
PS4:LB003V	42-2-10.4	17 Lee Boulevard Associates LLC	17 Lee Blvd.	No easement found	
LB0003V:LB0005	42-2-10.4	17 Lee Boulevard Associates LLC	17 Lee Blvd.	No easement found	
LN0005:LB0006	42-2-10.4	17 Lee Boulevard Associates LLC	17 Lee Blvd.	No easement found	
	42-2-10.5A	Vai Real Estates LP	15 Lee Blvd.	No easement found	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
	42-2-10.1	Triple M Partners LP	11 Lee Blvd.	No easement found	
LNB0006:LB0007	42-2-10.1	Triple M Partners LP	11 Lee Blvd.	No easement found	
LB0007:LB0008	42-2-10.1	Triple M Partners LP	11 Lee Blvd.	No easement found	
LB0008:LB0011	42-2-10.1	Triple M Partners LP	11 Lee Blvd.	No easement found	
LB0011:LB0010	42-2-10.1	Triple M Partners LP	11 Lee Blvd.	No easement found	
LB0010:LB0009	Township Street	Lee Blvd			
LB0009:LB0012	42-2-10.3	Dawson Logistics Assets LLC	8 Lee Blvd.	19921/1	Easement shown on land dev. plan
LB0012:LB0013	42-2-10.3	Dawson Logistics Assets LLC	8 Lee Blvd.	19921/1	Easement shown on land dev. plan
LB0013:LB0014	42-2-10.3	Dawson Logistics Assets LLC	8 Lee Blvd.	19921/1	Easement shown on land dev. plan
LB0014:LB0015	42-2-10.3	Dawson Logistics Assets LLC	8 Lee Blvd.	19921/1	Easement shown on land dev. plan
	42-2-10.2B	M&B Properties 6 Lee Boulevard PA LLP	6 Lee Blvd.	17687/1	Easement shown on land dev. plan
LB0003V:LB0102	42-2-10.4	17 Lee Boulevard Associates LLC	17 Lee Blvd.	No easement found	
LB0102:LB0103	42-2-10.4	17 Lee Boulevard Associates LLC	17 Lee Blvd.	No easement found	
	42-2-3.1C	17 Lee Boulevard Associates LLC	17 Lee Blvd.	No easement found	
LB0103:N/A	42-2-3.1C	17 Lee Boulevard Associates LLC	17 Lee Blvd.	No easement found	
		FLATT RD. DB			

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
Flat Rd. PS6	42-2-14.1	Exeter 9-25 Great Valley LLC	25 Great Valley Parkway	574/402	Deed of Dedication (w/ Mortgage Joinder)
PS6:FL0001	42-2-14.1	Exeter 9-25 Great Valley LLC	25 Great Valley Parkway	574/402	Deed of Dedication (w/ Mortgage Joinder)
	42-4-15.10A	WPT Land 2 LP	31 Great Valley Parkway	574/402	Deed of Dedication (w/ Mortgage Joinder)
FL0001:FL0002	42-4-15.10A	WPT Land 2 LP	31 Great Valley Parkway	574/402	Deed of Dedication (w/ Mortgage Joinder)
	42-4-15.10	WPT Land 2 LP	29 Great Valley Parkway	574/402	Deed of Dedication (w/ Mortgage Joinder)
FL0002:FL0003	42-4-15.10	WPT Land 2 LP	29 Great Valley Parkway	574/402	Deed of Dedication (w/ Mortgage Joinder)
FL0003:FL0004	42-4-15.10	WPT Land 2 LP	29 Great Valley Parkway	574/402	Deed of Dedication (w/ Mortgage Joinder)
	42-2-14.1	Exeter 9-25 Great Valley LLC	25 Great Valley Parkway	574/402	Deed of Dedication (w/ Mortgage Joinder)
	42-2-14	Shields Family Partnership	11 Great Valley Parkway	574/402	Deed of Dedication (w/ Mortgage Joinder)
FL0004:FL0005	42-2-14	Shields Family Partnership	11 Great Valley Parkway	574/402	Deed of Dedication (w/ Mortgage Joinder)
FL0005:FL0006	42-2-14	Shields Family Partnership	11 Great Valley Parkway	574/402	Deed of Dedication (w/ Mortgage Joinder)
	42-2-14.1	Exeter 9-25 Great Valley LLC	25 Great Valley Parkway	574/402	Deed of Dedication (w/ Mortgage Joinder)
FL0006:FL0007	42-2-14.1	Exeter 9-25 Great Valley LLC	25 Great Valley Parkway	574/402	Deed of Dedication (w/ Mortgage Joinder)
		WILBURDALE DB			

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
FL PS6:WD0012	42-4-15.10A	WPT Land 2 LP	31 Great Valley Parkway	574/402	Deed of Dedication (w/ Mortgage Joinder)
	42-4-15.10	WPT Land 2 LP	29 Great Valley Parkway	574/402	Deed of Dedication (w/ Mortgage Joinder)
WD0012:WD0011	42-4-15.10	WPT Land 2 LP	29 Great Valley Parkway	574/402	Deed of Dedication (w/ Mortgage Joinder)
	42-4-15.2	WPT Land 2 LP	30 Great Valley Parkway	574/402; 6773/273	Deed of Dedication (w/ Mortgage Joinder)
WD0011:WD0010	42-4-15.2	WPT Land 2 LP	36 Great Valley Parkway	574/402; 6773/273	Deed of Dedication (w/ Mortgage Joinder)
WD0010:WD0009	42-4-15.2	WPT Land 2 LP	36 Great Valley Parkway	574/402; 6773/273	Deed of Dedication (w/ Mortgage Joinder)
	42-4-15.4	Centocor Property Management Corp. II	40 Great Valley Parkway	No easement found (no parcel found)	
	42-4-15.6	Centocor Property Management Corp. II	84 Great Valley Parkway	No easement found (no parcel found)	
WD0009:WD0008	42-4-15.6	Centocor Property Management Corp. II	84 Great Valley Parkway	No easement found (no parcel found)	
WD0008:WD0007	42-4-15.1	WPT Land 2 LP	67 Great Valley Parkway	18198/1	Easement shown on subdivision plan
WD0007:WD0006	42-4-15.1	WPT Land 2 LP	67 Great Valley Parkway	18198/1	Easement shown on subdivision plan
WD0006:WD0004V	42-4-15.1	WPT Land 2 LP	67 Great Valley Parkway	18198/1	Easement shown on subdivision plan
	42-4-15.5	WPT Land 2 LP	75 Great Valley Parkway	No easement found	
	42-4-15.9	WPT Land 2 LP	103 Great Valley Parkway	9392/1527	Easement

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
WD0004V:WD0003	42-4-15.9	WPT Land 2 LP	103 Great Valley Parkway	9392/1527	Easement
WD0003:WD0002	42-4-15.9	WPT Land 2 LP	103 Great Valley Parkway	9392/1527	Easement
WD0002:WD0001	42-4-15.9	WPT Land 2 LP	103 Great Valley Parkway	9392/1527	Easement
WD0001:Wilburdale Rd. PS3	42-4-15.9	WPT Land 2 LP	103 Great Valley Parkway	9392/1527	Easement
WD0004V:WD0101	42-4-15.9	WPT Land 2 LP	103 Great Valley Parkway	9392/1527	Easement
WD0101:WD0102	42-4-15.13	Centocor Property Management Corp. II	90 Great Valley Parkway	No easement found (no parcel found)	
WD0102:WD0103	Township Street	Great Valley Parkway			
WD0103:WD0104	Township Street	Great Valley Parkway			
WD0104:WD0105	42-4-15.8	Bell Telephone Co. of PA	125 Great Valley Parkway	No easement found	
	42-4-15.22	WPT Land 2 LP	155 Great Valley Parkway	No easement found	
WD0105:WD0106	42-4-15.22	WPT Land 2 LP	155 Great Valley Parkway	No easement found	
WD0106:WD0107	42-4-15.22	WPT Land 2 LP	155 Great Valley Parkway	No easement found	
WD0107:WD0108	Township Street	Great Valley Parkway	Wilburdale DB		
WD0108:WD0109	Township Street	Great Valley Parkway	Wilburdale DB		
WD0109:WD0110	42-4-15.21	Centocor Property Management Corp. II	244 Great Valley Parkway	No easement found	
	42-4-15.14	Centocor Property Management Corp. II	260 Great Valley Parkway	No easement found	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
		LAPP RD. DB			
Lapp Rd. PS 7	42-4-26.1	WPT Land 2 LP	510 Lapp Rd.	6773/273	Deed of Dedication
PS7:LR0001V	42-4-26.1	WPT Land 2 LP	510 Lapp Rd.	6773/273	Deed of Dedication
LR0001V:LR0501V	42-4-26.1	WPT Land 2 LP	510 Lapp Rd.	6773/273	Deed of Dedication
LR0501V:LR0701	42-4-26.1	WPT Land 2 LP	510 Lapp Rd.	6773/273	Deed of Dedication
	42-4-42	Knickerbocker Lands LLC	367 Old Morehall Rd.	6765/1780	Easement
LR0701:LR0702	42-4-42	Knickerbocker Lands LLC	367 Old Morehall Rd.	6765/1780	Easement
	42-4-29	425 GVP Property Co. LLC	201 Old Morehall Rd.	7037/1110	Easement (corrective easement needed)
LR0702:LR0703	42-4-29	425 GVP Property Co. LLC	201 Old Morehall Rd.	7037/1110	Easement (corrective easement needed)
LR0703:LR0704	42-4-29	425 GVP Property Co. LLC	201 Old Morehall Rd.	7037/1110	Easement (corrective easement needed)
LR0704:LR0705	42-4-29	425 GVP Property Co. LLC	201 Old Morehall Rd.	7037/1110	Easement (corrective easement needed)
LR0705:LR0706	42-4-29	425 GVP Property Co. LLC	201 Old Morehall Rd.	7037/1110	Easement (corrective easement needed)
LR0706:LR0707	42-4-29	425 GVP Property Co. LLC	201 Old Morehall Rd.	7037/1110	Easement (corrective easement needed)
LR0707:LR0708	42-4-29	425 GVP Property Co. LLC	201 Old Morehall Rd.	7037/1110	Easement (corrective easement needed)
LR0708:LR0709	42-4-29	425 GVP Property Co. LLC	201 Old Morehall Rd.	7037/1110	Easement (corrective easement needed)

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
LR0709:LR0710	42-4-29	425 GVP Property Co. LLC	201 Old Morehall Rd.	7037/1110	Easement (corrective easement needed)
LR0710:LR0711	42-4-29	425 GVP Property Co. LLC	201 Old Morehall Rd.	7037/1110	Easement (corrective easement needed)
LR0711:LR0712V	42-4-29	425 GVP Property Co. LLC	201 Old Morehall Rd.	7037/1110	Easement (corrective easement needed)
LR0712V:LR0713	Township Street	Old Morehall Road			
LR0713:N/A	Township Street	Old Morehall Road			
N/A:LR0714	42-4-29.2	WPT Land 2 LP	2 W. Liberty Blvd.	No easement found	
LR0712V:Private System	42-4-29.1B	Apple Nine Malvern PA Business Trust	280 Old Morehall Rd.		
LR0501V:LR0502V	42-4-26.1	WPT Land 2 LP	510 Lapp Rd.	6773/273	Deed of Dedication
	42-4-25.3	WPT Land 2 LP	508 Lapp Rd.	6773/273	Deed of Dedication
LR0502V:LR0503	42-4-25.3	WPT Land 2 LP	508 Lapp Rd.	6773/273	Deed of Dedication
LR0502V:LR0504	42-4-25.3	WPT Land 2 LP	508 Lapp Rd.	6773/273	Deed of Dedication
LR0504:LR0502(2)	42-4-25.3	WPT Land 2 LP	508 Lapp Rd.	6773/273	Deed of Dedication
	42-4-25	WPT Land 2 LP	460 Lapp Rd.	6773/273	Deed of Dedication
LR0502V:LR0601	42-4-25.3	WPT Land 2 LP	508 Lapp Rd.	6773/273	Deed of Dedication
	42-4-42	Knickerbocker Lands LLC	367 Morehall Rd.	6765/1780	Easement
LR0601:LR0602	42-4-42	Knickerbocker Lands LLC	367 Morehall Rd.	6765/1780	Easement
LR0001V:LR0002	42-4-26.1	WPT Land 2 LP	510 Lapp Rd.	6773/273	Deed of Dedication

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
LR0002:LR0003V	42-4-26.1	WPT Land 2 LP	510 Lapp Rd.	6773/273	Deed of Dedication
LR0003V:LR0101	Township Street	Lapp Rd.			
LR0003V:LR0005	42-4-15.18	WPT Land 2 LP	425 Technology Dr.	6773/273	Deed of Dedication
LR0005:LR0006	42-4-15.18	WPT Land 2 LP	425 Technology Dr.	6773/273	Deed of Dedication
LR0006:LR0007V	42-4-15.18	WPT Land 2 LP	425 Technology Dr.	6773/273	Deed of Dedication
LR0007V:LR0801	Township Street	Lapp Rd.			
LR0801:LR0802	Township Street	Lapp Rd.			
LR0802:LR0803	Township Street	Lapp Rd.			
LR0803:LR0804	Township Street	Lapp Rd.			
LR0804:LR0805	Township Street	Lapp Rd.			
LR0805:LR0806	42-4-25	WPT Land 2 LP	460 Lapp Rd.	6773/273	Deed of Dedication
LR0806:LR0807	42-4-25	WPT Land 2 LP	460 Lapp Rd.	6773/273	Deed of Dedication
	42-4-24	KRUS IV LLC	400 Lapp Rd.	No easement found	
LR0807:LR0808	42-4-24	KRUS IV LLC	400 Lapp Rd.	No easement found	
LR0808:LR0809	42-4-24	KRUS IV LLC	400 Lapp Rd.	No easement found	
LR0809:LR0810	42-4-24	KRUS IV LLC	400 Lapp Rd.	No easement found	
LR0007:LR0008	Township Street	Technology Dr.			
LR0008:LR0009	Township Street	Technology Dr.			
LR0009:LR0010V	42-4-16	PBP Realty Partnership LP	358 Technology Dr.	Deed of Dedication (11/4/05)	Deed of Dedication (not recorded)
LR0010V:LR0201	42-4-16	PBP Realty Partnership LP	358 Technology Dr.	Deed of Dedication (11/4/05)	Deed of Dedication (not recorded)

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
	42-4-16.1	WPT Land 2 LP	287 Great Valley Pw.	6773/273	Deed of Dedication
LR0201:LR0202	42-4-16.1	WPT Land 2 LP	287 Great Valley Pw.	6773/273	Deed of Dedication
	42-4-15.27	WPT Land 2 LP	271 Great Valley Pw.	6773/273	Deed of Dedication
LR0010V:LR0011	42-4-16	PBP Realty Partnership LP	358 Technology Dr.	Deed of Dedication (11/4/05)	Deed of Dedication (not recorded)
	42-4-15.20	WPT Land 2 LP	300 Technology Dr.	No easement found	
LR0011:LR0013	42-4-15.18A	375 Technology Dr LLC	375 Technology Dr.	6773/273	Deed of Dedication
	42-4-17	MLR Technology Drive LLC	333 Technology Dr.	6773/273	Deed of Dedication
LR0013:LR0302	42-4-17	MLR Technology Drive LLC	333 Technology Dr.	6773/273	Deed of Dedication
	42-4-15.17	AJV Real Partners LP	325 Technology Dr.	6773/273	Deed of Dedication
LR0302:LR0301	42-4-15.17	AJV Real Partners LP	325 Technology Dr.	6773/273	Deed of Dedication
LR0301:LR0016	42-4-15.17	AJV Real Partners LP	325 Technology Dr.	6773/273	Deed of Dedication
	42-4-15.17A	PSDC / Malvern 1 LLC	311 Technology Dr.	6773/273	Deed of Dedication
LR0016:LR0017V	42-4-15.17A	PSDC / Malvern 1 LLC	311 Technology Dr.	6773/273	Deed of Dedication
LR0017V:Private System (left)		Schoor Depalma Plan			
LR0017V:LR0018	42-4-15.17A	PSDC / Malvern 1 LLC	311 Technology Dr.	6773/273	Deed of Dedication
	42-4-15.15	PSDC / Malvern 1 LLC	10 Great Valley Pw.	6773/273	Deed of Dedication
LR0018:LR0019	PennDot road	Morehall Road			

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
LR0019:LR0020	42-4-52.6	PSDC / Malvern 1 LLC	5 Country View Rd.	19880/1	Easement shown on subdivision plan
LR0020:LR0021	42-4-52.6	PSDC / Malvern 1 LLC	5 Country View Rd.	19880/1	Easement shown on subdivision plan
LR0021:LR0022	42-2-12	WPT Land 2 LP	7 Great Valley Pw.	16670/1	Easement shown on subdivision plan
LR0022:LR0023	42-2-12	WPT Land 2 LP	7 Great Valley Pw.	16670/1	Easement shown on subdivision plan
LR0023:LR0024V	42-2-12	WPT Land 2 LP	7 Great Valley Pw.	16670/1	Easement shown on subdivision plan
	42-2-12.3	WPT Land 2 LP	5 Great Valley Pw.	16670/1	Easement shown on subdivision plan
LR0024V:LR0401	42-2-12.3	WPT Land 2 LP	5 Great Valley Pw.	16670/1	Easement shown on subdivision plan
	42-4-52.5	Sophia Purchaser Co LP	4 Country View Rd.	No easement found	
LR0401:LR0402	42-4-52.5	Sophia Purchaser Co LP	4 Country View Rd.	No easement found	
LR0402:LR0403	42-4-52.5	Sophia Purchaser Co LP	4 Country View Rd.	No easement found	
	42-4-52	WPT Land 2 LP	3 Country View Rd.	No easement found	
LR0403:LR0404	42-4-52	WPT Land 2 LP	3 Country View Rd.	No easement found	
LR0024V:LR0025	42-2-12.3	WPT Land 2 LP	5 Great Valley Pw.	No easement found	
	42-2-12.1	Three Great Valley Parkway Associates LP	3 Great Valley Pw.	No easement found	
LR0025:LR0026	42-2-12.1	Three Great Valley Parkway Associates LP	3 Great Valley Pw.	No easement found	
	42-2-12.2	WPT Land 2 LP	1 Great Valley Pw.	No easement found	

Facility	Parcel	Owner/Street	Address	Deed Book/Page; Date or Case # if Unrecorded	Type & Validity
MH1407:MH1406	42-2-8.1	IPXI 1200 Atwater Investors LLC	1400 Atwater Dr.	No easement found	
MH1406:MH1405	42-2-8.1	IPXI 1200 Atwater Investors LLC	1400 Atwater Dr.	No easement found	
MH1405:MH1404	42-2-8.1	IPXI 1200 Atwater Investors LLC	1400 Atwater Dr.	No easement found	
MH1404:MH1403V	42-2-8.1	IPXI 1200 Atwater Investors LLC	1400 Atwater Dr.	No easement found	
MH1403V:MH1408	42-2-8.1	IPXI 1200 Atwater Investors LLC	1400 Atwater Dr.	No easement found	
MH1408:MH1409	42-2-8.1	IPXI 1200 Atwater Investors LLC	1400 Atwater Dr.	No easement found	
MH1403V:MH1410	42-2-8.1	IPXI 1200 Atwater Investors LLC	1400 Atwater Dr.	No easement found	
MH1410:N/A	42-2-8.1	IPXI 1200 Atwater Investors LLC	1400 Atwater Dr.	No easement found	
MH1403V:MH1401	42-2-8.1	IPXI 1200 Atwater Investors LLC	1400 Atwater Dr.	No easement found	
MH1401:MH109	42-2-8.1	IPXI 1200 Atwater Investors LLC	1400 Atwater Dr.	No easement found	
MH109:MH110	Private Road	Atwater Dr.			
MH110:N/A	Private Road	Atwater Dr.			

## Schedule 4.10

### Equipment and Machinery

#### Equipment

Pipe Tech Software and Durabook Laptop  
50KW MMD Power Portable Generator  
Sewer Jet (Diesel) – Trailer Mounted  
Deer Run Pump Station Generator

#### Vehicles

Vehicle Type	VIN
2001 Ford E350 Truck	
2003 GMC Pickup Truck	
2010 Ford F550 Truck	
2011 GMC Pickup Truck	
2011 GMC Pickup Truck	
2018 Carmate 20' Custom Cargo Trailer	
2019 Ford F-150 Unit	

## **Schedule 4.11**

### Environmental Compliance

#### **Sanitary System Overflow (SSO) Reporting for Operating Years 2016 through 2019:**

- Pursuant to the Chapter 94 Municipal Wasteload Management Annual Report for Operating Year 2016, there was no reported SSO within the East Whiteland Township wastewater collection and conveyance system.
- Pursuant to the Chapter 94 Municipal Wasteload Management Annual Report for Operating Year 2017, there was no reported SSO within the East Whiteland Township wastewater collection and conveyance system.
- Pursuant to the Chapter 94 Municipal Wasteload Management Annual Report for Operating Year 2018, there were three (3) SSOs:
  - On June 11, 2018 and August 13, 2018 SSOs occurred at manhole 6-9, located at 249 Lancaster Avenue. These 2 SSOs were caused by rain events exceeding 3” per hour. On November 30, 2018, the Township diverted the flow from the Frame Avenue Pump Station to the Planebrook Pump Station, which reduced the flow by 80,000 GPD on Lancaster Avenue at the location of the overflows. Also, the Church Road Sewer Extension, referenced on Schedule 4.12, which was completed in March 2020, will redirect the flow associated with the Church Road Pump Station from the Lancaster Avenue area where these SSOs occurred.
  - On August 23, 2018 an SSO occurred at manholes 18A-1 to 18 A-2, located on Warren Avenue, which was caused by a clogged pipe. The pipe was cleared and flow resumed.
- Pursuant to the Chapter 94 Municipal Wasteload Management Annual Report for Operating Year 2019, there was no reported sanitary system overflow within the East Whiteland Township wastewater collection and conveyance system.

#### **Corrective Action Plan (CAP) and Connection Management Plan (CMP):**

- From 2013 to 2014 the Township was under a CAP. Phases 1 and 2 of the CAP required improvements to the Mill Lane and Sidley Collection System. Phase 3 of the CAP required improvements to the Lee Boulevard Pump Station. Upgrade improvements were also made to the sanitary sewer within Conestoga Road. Approximately 3,780 L.F. of new 18”, 20” and 24” pipe were installed to replace existing deteriorating sewer. The CAP was lifted by the DEP in 2015 after the Township completed the gravity sewer main replacement from the Mill Lane Pump Station to Lee Boulevard.

- The conditions of the CMP currently on file with the PADEP are still in effect for the contributory drainage areas from Charlestown that flow through the Mill Lane and Sidley Road sewer systems.

## Schedule 4.12

### Authorizations and Permits

#### 537 Plan:

- [East Whiteland Township Act 537 Sewage Facilities Plan, dated May 2, 1995]
- East Whiteland Township Act 537 Sewage Facilities Plan Special Study for the Mill Lane Pump Station Replacement Project (Route 401 Area (Area 1), Bacton Hill and Swedesford Road Areas (Area 2), Planebrook Area (Area 3), Church Road Extension – to Eliminate Church Road Pump Station (Area 4), and Immaculata University Area (Area 5)), as prepared by Advanced GeoServices and revised September 2011.
- East Whiteland Township/Charlestown Township (Southside) Act 537 Sewage Facilities Plan Special Study for the North-Central portion of East Whiteland Township and the South-Central portion of Charlestown Township (to accommodate future flow needs for Charlestown Township and East Whiteland Township), as prepared by Arro Consulting, Inc. dated February 2013.
- East Whiteland Township/Great Valley Corporate Center Act 537 Sewage Facilities Plan Special Study for upgrades of the Willburdale Pump Station and Flat Road Pump Station (for wastewater needs of the Great Valley Corporate Campus), as prepared by Arro Consulting, Inc. dated April 2015 and revised September 2015.
- East Whiteland Township Act 537 Sewage Facilities Plan Special Study for Frame Avenue/Planebrook Road Sewer Extension, as prepared by Arro Consulting, Inc. dated August 2016, with a last revision date of October 30, 2018.
- East Whiteland Township Sewage Facilities Planning Module (Component 3m) Planebrook Road Area Sewer Extension, as prepared by Arro Consulting, Inc. dated March 2020. This module is for the extension of public sanitary sewer service from the existing manhole located on Planebrook Road to properties currently served by on-lot disposal systems along Planebrook Road, Elk Drive, Fairview Drive, Prospect Avenue, Golf Circle, Bracken Avenue, and Davis Avenue.

#### NPDES Permits:

- **Permit No. 1501419<sup>5</sup>**
- **Permit No. 1502418** for sewer extension completed in 2004 for approximately 250 homes located in the King Road, Carol Lane and Summit Road areas.
- **Permit No. 1599418** for the Malvern Hunt sewage treatment plant.<sup>6</sup>

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<sup>5</sup> To confirm purpose of permit

<sup>6</sup> Will not be transferred if the Malvern Hunt WWTP is decommissioned prior to closing, as anticipated.

**WQM Permits**

<b>Pump Station</b>	<b>WQM Permit Number<sup>7</sup></b>
Deer Run	
Mill Lane	
Wilburdale	
Lee Boulevard	
Meadowview	
Flat Road	
Lapp Road	
Westgate	
Church Road	
Frame Ave	
Hillbrook	
King Road	
Malvern Hunt	
Planebrook	

**[Those required Permits set forth on Schedule 4.17.]<sup>8</sup>**

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<sup>7</sup> WQM permit numbers to be provided

<sup>8</sup> To discuss

**Schedule 4.13**

Assigned Contracts

<b>Name of Contract</b>	<b>Parties to Contract</b>	<b>Date of Contract</b>	<b>Subject</b>
Sewage Treatment Agreement	East Goshen Township East Goshen Municipal Authority East Whiteland Township East Whiteland Municipal Authority	November 17, 1987	Transmission of sewage from 23 lots located in East Whiteland (the "EW Lots") Township within the Lockwood Chase Development from East Whiteland through East Goshen Township's sewage collection system to the Lockwood Chase Plant (leased and operated by East Goshen Township) for treatment.
<b>Name of Contract</b>	<b>Parties to Contract</b>	<b>Date of Contract</b>	<b>Subject</b>
Sewage Treatment Agreement	East Goshen Township East Whiteland Township	October 17, 2000	Transmission of sewage from 4 lots located in East Whiteland

	East Whiteland Municipal Authority		Township within the Mill Valley subdivision from East Whiteland through East Goshen's sewage collection system, to the West Goshen Treatment Plant for treatment. East Goshen reserves its capacity in the West Goshen Treatment Plant for East Whiteland.
<b>Name of Contract</b>	<b>Parties to Contract</b>	<b>Date of Contract</b>	<b>Subject</b>
Agreement	Malvern Borough  East Whiteland Township  East Whiteland Municipal Authority	July 10, 1995	Transmission of sewage from 19 lots located in East Whiteland Township within the Erin Glenn subdivision from East Whiteland through the Erin Glen Meter into Malvern Borough's collection system, then

			back to East Whiteland through the Warren Avenue Meter (which will then go through the East Whiteland Trunkline to Valley Forge Sewage Treatment Plant).
<b>Name of Contract</b>	<b>Parties to Contract</b>	<b>Date of Contract</b>	<b>Subject</b>
Agreement	Willistown Township East Whiteland Township East Whiteland Municipal Authority	September 14, 1993	Transmission of sewage from 114 apartments in East Whiteland Township within the Woodview Apartments from East Whiteland to the collection system in Willistown (which will then go through the Valley Creek Trunkline to the Valley Forge Sewage Treatment Plant).

Name of Contract	Parties to Contract	Date of Contract	Subject
Sewage Capacity/Service Agreement	<p>East Whiteland Township</p> <p>East Whiteland Municipal Authority</p> <p>Tredyffrin Township</p> <p>Tredyffrin Township Municipal Authority</p> <p>Trammel Crow Northeast Metro Development, Inc.</p>	November 1, 2000	<p>Transmission of sewage from the portion of the Great Valley Corporate Campus (developed by Trammel Crow) located in East Whiteland Township (the "EW Portion") that is required to be served by the Valley Forge Sewage Treatment Plant ("VFSTP") under East Whiteland's 537 Plan. Tredyffrin sold its reserve capacity in the VFSTP to Trammel Crow for use by the EW Portion. Tredyffrin bills East Whiteland for its flow into Tredyffrin's system. Sewage is transmitted</p>

			from the EW Portion through the Valley Creek Trunkline (in Tredyffrin) to the VFSTP for treatment.
<b>Name of Contract</b>	<b>Parties to Contract</b>	<b>Date of Contract</b>	<b>Subject</b>
Addendum to Sewage Capacity/Service Agreement dated November 1, 2000	East Whiteland Township Tredyffrin Township RLD Water JV, LLC The Haven at Atwater Village, LLC	November 19, 2015	Modifies the Agreement dated November 1, 2000 to address additional flow from the Havens Apartment Complex, located in East Whiteland (the "Atwater Capacity"). The addendum adds RLD Atwater and The Haven at Atwater Village as parties. Tredyffrin will bill East Whiteland a sewer rental charge for the first 46,393 GPD of flows from the Atwater Capacity. For

			the average daily flows over 46,393 GPD, Tredyffrin will be entitled to collect a conveyance fee (but not a treatment fee) – as of March 2020, the conveyance fee has not yet been established or charged.
<b>Name of Contract</b>	<b>Parties to Contract</b>	<b>Date of Contract</b>	<b>Subject</b>
Professional <sup>9</sup> Services Agreement	ARRO Consulting East Whiteland Township	July 26, 2011	ARRO's services in connection with the operation and maintenance of the Malvern Hunt Wastewater Treatment Plant.
<b>Name of Contract</b>	<b>Parties to Contract</b>	<b>Date of Contract</b>	<b>Subject</b>
East Whiteland Trunk Line Agreement	East Whiteland Township East Whiteland Municipal Authority	February 1, 1971	Transmission of sewage from the municipalities through the East

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<sup>9</sup> Professional Services Agreement will not be transferred if the Malvern Hunt WWTP is decommissioned prior to closing, as anticipated.

	<p>Malvern Municipal Authority</p> <p>Borough of Malvern</p> <p>Valley Forge Sewer Authority</p>		<p>Whiteland Trunkline (the “Trunkline”) to the Valley Forge Sewage Treatment Plant (“VFSTP”), including charges for maintenance and repairs to the Trunkline.</p>
<b>Name of Contract</b>	<b>Parties to Contract</b>	<b>Date of Contract</b>	<b>Subject</b>
<p>Amendment to East Whiteland Trunk Line Agreement</p>	<p>East Whiteland Township</p> <p>East Whiteland Municipal Authority</p> <p>Malvern Municipal Authority</p> <p>Borough of Malvern</p> <p>Valley Forge Sewer Authority (“VFSA”)</p>	<p>December 12, 1979</p>	<p>Addendum to the Agreement dated February 1, 1971 to address the reservation by EW for the VFSA of reserved capacity in the Trunkline and the Mill Lane Pump Station and the transmission of sewage from Charlestown Township through the Trunkline to the VFSTP. The addendum also adds VFSA as a municipality under the</p>

			agreement, as it owns and operates the Charlestown Sewer System.
<b>Name of Contract</b>	<b>Parties to Contract</b>	<b>Date of Contract</b>	<b>Subject</b>
Amendment to East Whiteland Trunk Line Agreement	East Whiteland Township East Whiteland Municipal Authority Valley Forge Sewer Authority	April 18, 2014	Addendum to the Agreement dated February 1, 1971 establishing an increased reserve capacity for the VFSA within the East Whiteland sewer system and establishing the related cost sharing between East Whiteland and VFSA.
<b>Name of Contract</b>	<b>Parties to Contract</b>	<b>Date of Contract</b>	<b>Subject</b>
Valley Forge Sewer Treatment Plant Agreement	Schuylkill Township East Pikeland Township Charlestown Township	November 1, 1970	Transmission and treatment of sewage from the municipalities to the Valley Forge Sewage Treatment Plant (“VFSTP”),

	<p>East Whiteland Township</p> <p>East Whiteland Municipal Authority</p> <p>Tredyffrin Township</p> <p>Tredyffrin Municipal Authority</p> <p>Willistown Township</p> <p>Easttown Township</p> <p>Easttown Municipal Authority</p> <p>Malvern Borough</p> <p>Malvern Municipal Authority</p> <p>Valley Forge Sewer Authority (“VFSA”)</p>		including charges for maintenance and repairs to the VFSTP.
<b>Name of Contract</b>	<b>Parties to Contract</b>	<b>Date of Contract</b>	<b>Subject</b>
Composite Amendment No. 1	<p>Schuylkill Township</p> <p>East Pikeland Township</p> <p>Charlestown Township</p>	December 18, 1974	This amendment amends portions of (and specifically Section 2.03 and certain Exhibits) of

	<p>East Whiteland Township</p> <p>Tredyffrin Township</p> <p>Willistown Township</p> <p>Easttown Township</p> <p>Malvern Borough</p> <p>East Whiteland Municipal Authority</p> <p>Tredyffrin Municipal Authority</p> <p>Easttown Municipal Authority</p> <p>Malvern Municipal Authority</p> <p>Valley Forge Sewer Authority (“VFSA”)</p>		<p>the Valley Creek Trunk line Agreement, the East Whiteland Trunk line Agreement and the Valley Forge Sewer Treatment Plant Agreement to address the construction by and reimbursement of Tredyffrin Authority by the other municipalities for its construction of the portion of the Valley Creek Trunk Sewer located in Valley Forge State Park. Also addresses the award of and credit for certain grants from the EPA to each of the authorities for the respective collection systems.</p>
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<b>Name of Contract</b>	<b>Parties to Contract</b>	<b>Date of Contract</b>	<b>Subject</b>
<u>Agreement</u>	<p data-bbox="594 275 797 380">East Whiteland Municipal Authority</p> <p data-bbox="594 422 808 495">Valley Forge Sewer Authority</p>	December 27, 1978	<p data-bbox="1075 275 1273 856">East Whiteland Municipal Authority and VFSA agreed to share costs for the Sidley Road Trunk line repairs. Schedule A (detailing the repairs and referenced in the agreement) is not included.</p>

<b>Name of Contract</b>	<b>Parties to Contract</b>	<b>Date of Contract</b>	<b>Subject</b>
Amendment to Valley Forge Sewage Treatment Agreement	Schuylkill Township East Pikeland Township Charlestown Township East Whiteland Township East Whiteland Municipal Authority Tredyffrin Township Tredyffrin Municipal Authority Willistown Township Easttown Township Easttown Municipal Authority Malvern Borough Malvern Municipal Authority Valley Forge Sewer Authority (“VFSA”)	January 1, 1983	This amendment changed the interest rates for late payments.

<b>Name of Contract</b>	<b>Parties to Contract</b>	<b>Date of Contract</b>	<b>Subject</b>
Supplement to Valley Forge Sewage Treatment Agreement for the Purpose of Complying with the United States Environmental Protection Agency Regulations	Schuylkill Township East Pikeland Township Charlestown Township East Whiteland Township East Whiteland Municipal Authority Tredyffrin Township Tredyffrin Municipal Authority Willistown Township Easttown Township	December 2, 1985	This supplement includes requirements that the municipalities, in order to comply with EPA regulations, enact ordinances to include monitoring, reporting and other requirements for industrial users and it gives VFSA authority to inspect, charge, fine, etc. industrial users and act on behalf of each municipality if necessary.

	<p>Easttown Municipal Authority</p> <p>Malvern Borough</p> <p>Malvern Municipal Authority</p> <p>Valley Forge Sewer Authority (“VFSA”)</p>		
<b>Name of Contract</b>	<b>Parties to Contract</b>	<b>Date of Contract</b>	<b>Subject</b>
Addendum to Valley Forge Sewage Treatment Agreement for the Purpose of Permitting and administering the Sale of Reserved Capacity among the Parties	<p>Schuylkill Township</p> <p>East Pikeland Township</p> <p>Charlestown Township</p> <p>East Whiteland Township</p> <p>East Whiteland Municipal Authority</p> <p>Tredyffrin Township</p> <p>Tredyffrin Municipal Authority</p> <p>Willistown Township</p>	October 1994	This addendum addresses disparities between the reserved capacities of the various municipalities by allowing for the permanent sale of unused reserved capacity between the municipalities, with the consent of VFSA and pursuant to certain offer and sale procedures.

	<p>Easttown Township</p> <p>Easttown Municipal Authority</p> <p>Malvern Borough</p> <p>Malvern Municipal Authority</p> <p>Valley Forge Sewer Authority (“VFSA”)</p>		
<b>Name of Contract</b>	<b>Parties to Contract</b>	<b>Date of Contract</b>	<b>Subject</b>
Wastewater Conveyance Agreement	<p>Aqua Resources, Inc.</p> <p>Schuylkill Township</p> <p>East Pikeland Township</p> <p>Charlestown Township</p> <p>East Whiteland Township</p> <p>Tredyffrin Township</p> <p>Willistown Township</p> <p>Easton Township</p> <p>Easton Municipal Authority</p>	November 2018	<p>The transmission of sewage from the municipalities through the Valley Creek Trunkline (owned by Aqua) to be treated at Valley Forge Sewer Treatment Plant (“VFSTP”). The VFSA agrees to accept, treat and dispose of such sewage pursuant to this Agreement</p>

	Malvern Borough Valley Forge Sewer Authority ("VFSA")		and the Valley Forge Sewage Treatment Plant Agreement.
<b>Name of Contract</b>	<b>Parties to Contract</b>	<b>Date of Contract</b>	<b>Subject</b>
Sewer Treatment Agreement	East Whiteland Township  East Goshen Township  Malvern Institute for Psychiatric and Alcoholic Studies	March 2, 2004	Transmission of flow from the Malvern Institute property located in East Goshen, through East Whiteland Township's system to the Valley Forge Sewage Treatment Plant. The agreement also addresses the permanent sewer easement that Malvern Institute conveyed and granted across its property to allow East Whiteland to construct a sanitary sewer line and the King Road Pump Station.

<b>Name of Contract</b>	<b>Parties to Contract</b>	<b>Date of Contract</b>	<b>Subject</b>
National Railroad Passenger Corporation License Agreement	National Railroad Passenger Corporation (NRPC)  East Whiteland Township Municipal Authority	November 18, 1993	NRPC granted an exclusive license to East Whiteland to construct, maintain, repair, alter, renew, relocate and remove an iron sewer pipe, encased in a steel casing pipe, for a distance of approximately 250 feet under NRPC's right-of-way. The pipe conveys sanitary sewage from the Southridge Subdivision to East Whiteland's collection system.
<b>Name of Contract</b>	<b>Parties to Contract</b>	<b>Date of Contract</b>	<b>Subject</b>
National Railroad Passenger Corporation Amendment to License Agreement	National Railroad Passenger Corporation  East Whiteland Township Municipal Authority	May 6, 2002	Amends November 18, 1993 License Agreement. Changes description and location of pipe to be

			installed and adds additional lump sum rent payment of \$16,315 for May 6, 2002 (date of Amendment) through October 31, 2018 and \$250 fee for expenses and preparation of Amendment. Previous lump sum payment of \$13,120 was made upon execution of original agreement (as well as \$500 for expenses and license preparation).
<b>Name of Contract</b>	<b>Parties to Contract</b>	<b>Date of Contract</b>	<b>Subject</b>
National Railroad Passenger Corporation License Agreement	National Railroad Passenger Corporation East Whiteland Township	September 10, 1999	NRPC granted an exclusive license to East Whiteland to construct, maintain, repair, alter, renew, relocate and

			remove an iron sewer pipe, encased in a steel casing pipe, for a distance of approximately 267 feet near Sugartown Road. The pipe conveys sanitary sewage from the Sugartown Ridge Subdivision to East Whiteland's collection system.
<b>Name of Contract</b>	<b>Parties to Contract</b>	<b>Date of Contract</b>	<b>Subject</b>
Agreement with Public Utility or Municipality for Crossing under Railroad Private Property	Reading Company  East Whiteland Municipal Authority	March 21, 1972 (no set term)	Reading Company (RC) granted a license across and under its tracks, right of way and property to East Whiteland Municipal Authority (EW) to lay, maintain, and use two steel pipes in steel casing pipes 1,600 feet west and 511 feet west of Valley Store Station in East Whiteland

			<p>Township (the "Facilities").</p> <p>EW is responsible for all costs of construction, relocation and removal and for all taxes assessed against the Facilities.</p> <p>There is an annual \$40 charge for the license, to be adjusted by RC every fifth year commencing on January 1, 1977.</p> <p>In the event that RC deems it necessary that the Facilities be altered or changed, EW must do so within 30 days of notice of such from RC.</p> <p>Upon termination of the agreement (by RC if there is a breach by EW), EW is required to remove the Facilities and restore the premises to good condition.</p>
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<b>Name of Contract</b>	<b>Parties to Contract</b>	<b>Date of Contract</b>	<b>Subject</b>
License Agreement for Wire, Pipe and Cable Transverse Crossings and Longitudinal Occupations	Penn Central Transportation Company  East Whiteland Municipal Authority	July 11, 1975 (no set term)	Penn Transportation Company (PTC) granted a license across and under its tracks, right of way and property to East Whiteland Municipal Authority (EW) to construct, maintain, alter renew, relocate and ultimately remove a sewage main under Railroad Bridge No. 2.73 and 2 manholes at valuation station 2284+49, located 1399 feet west of mile post 3 (west of Knickerbocker station) (the "Facilities"). EW is responsible for all costs of construction, relocation and removal and

			<p>for any taxes assessed against the Facilities. In addition to reimbursement to PTC for the cost of preparing the agreement, there was a \$1,100 licensing fee paid to PTC. PTC must consent to any alterations to the planned Facilities required by EW. In the event that PTC deems it necessary that the location of the Facilities be altered, EW must do so at EW's sole cost and expense. Upon termination of the agreement, EW is required to remove the Facilities and restore the premises to good condition, at EW's sole cost and expense.</p>
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**Schedule 4.14**  
**Seller Litigation**

[None.]<sup>10</sup>

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<sup>10</sup> To confirm

**Schedule 4.16(a)**

Exception to Title to Acquired Assets

*To be provided upon further review of due diligence.*

**Schedule 4.16(b)**

Sufficiency

*To be provided upon further review of due diligence.*

## Schedule 4.17

### Pending Development Plans

#### 1. **Phase 1 – Conestoga Road (Rt. 401) (TO BE COMPLETED BY SELLER)**

A. Scope of work is to connect 22 properties (one has been connected) to the existing 8” sanitary main within the right-of-way of Conestoga Road.

- This phase requires receipt of a Highway Occupancy Permit (HOP) from PennDOT, the application for which has been submitted.
- Design drawings and bid specs are completed, other than revisions for bid dates.
- A field view with PennDOT was scheduled for June 2, 2020.
- In the event that PennDOT will require sections of lanes to be repaved, an alternate bid item has been added to obtain a unit price for milling and overlay based on a selected quantity.
- Remaining Work: Address and respond to PennDOT comments, and resubmit.
- Remaining Work: Finalize alternate bid item for road paving.
- Phase is 99% complete as of May 29, 2020.

#### 2. **North Bacton Hill Road and Swedesford Road (TO BE COMPLETED BY BUYER)**

A. Generally consisting of those parcels abutting the following roads:

- North Bacton Hill Road from Swedesford Road to Spring Valley Road.
- Spring Valley Road from North Bacton Hill Road to the Conestoga Road.
- South Bacton Hill Road from Swedesford Road to the cul-de-sac.
- Swedesford Road from Bacton Hill Road to a point approximately 620-feet west of the intersection.

B. The above installation shall be in general conformance with the following design plans completed by ARRO Consulting Inc.:

- Plans Entitled “*North Bacton Hill & Swedesford Road Areas Sanitary Sewer Phase 2*”, 24-sheets, dated January 23, 2020

C. Permitting - The Township is in the process of obtaining all required permits for this project.

#### 3. **Planebrook Road (TO BE COMPLETED BY BUYER)**

A. Generally consisting of those parcels abutting the following roads and/or unopened streets:

- Planebrook Road from Bracken Avenue to the Route 202 overpass.
- Elk Drive from Planebrook Road to the cul-de-sac.
- Fairway Drive from Planebrook Road to the cul-de-sac.

- Golf View Lane from Planebrook Road to the cul-de-sac.
- Prospect Avenue from Planebrook Road to UPI #42-30-8 (2 Prospect Avenue), including a spur to service UPI #42-3-174.
- Bracken Avenue form Planebrook Road to Coffman Street including the following spurs:
  - i. East of Coffman Street to service UPI #42-3-216.1, UPI #42-3-216.2 and UPI #42-3-216.3
  - ii. North of Bracken Avenue within “Davis Avenue” to service UPI #42-3R-28

B. The above installation shall be in general conformance with the following design plans completed by ARRO Consulting Inc.:

- Plans Entitled “*Planebrook Road Areas Sanitary Sewers Phase 4*”, 19-sheets, dated January 23, 2020.

C. Permitting - The Township is in the process of obtaining all required permits for this project.

D. Easements - Various easements will be required for portions of the proposed sewer within Prospect Avenue, Bracken Avenue and Davis Avenue in the Planebrook Road project. The Township will continue to work with the property owners to obtain the easements, however, there is no guarantee all will be acquired prior to completion of the sale. The buyer will need to obtain the remaining easements.

## Schedule 4.18

### Land Development/Financial Security Agreements<sup>11</sup>

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<sup>11</sup> Further information to be provided

## **Schedule 5.04**

### Buyer Consents and Approvals

1. [Pennsylvania Public Utility Commission (the “PaPUC”) Approval of Transaction]
2. [PaPUC Approval of Consent to Assignment and Amendment to Sewage Treatment Agreements and Related Amendments]
3. Pennsylvania Department of Environmental Protection (the “PaDEP”) Approval of Sanitary Sewer Collection and Conveyance System Act 537 Plan recognizing transfer of wastewater collection system from Seller to Buyer
4. PaDEP transfer of all NPDES<sup>12</sup> and WQM Permits

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<sup>12</sup> NPDES permits will not be transferred if the Malvern Hunt WWTP is decommissioned prior to closing, as anticipated.

**Schedule 5.11**

Buyer Litigation

*To be addressed by Buyer.*

**Schedule 7.03(a)**

Rates

<u>Sewer District</u>	<u>Rate</u>
Sewer District A	\$400/EDU/Year or \$33.33/EDU/Month
Sewer District B	\$400/EDU/Year or \$33.33/EDU/Month
Sewer District C	\$542/EDU/Year or \$45.17/EDU/Month
Sewer District D	\$600/EDU/Year or \$50.00/EDU/Month
Sewer District E	\$480/EDU/Year or \$40.00/EDU/Month

Commercial and Industrial users whose quarterly sewer discharge or water consumption is in excess of 100,000 gallons shall pay a quarterly charge of \$6.20 per 1,000 gallons.

Schedule 7.12

Required Sewer Projects

A. North Bacton Hill Road and Swedesford Road:

- a. Generally consisting of those parcels abutting the following roads:
  - i. North Bacton Hill Road from Swedesford Road to Spring Valley Road.
  - ii. Spring Valley Road from North Bacton Hill Road to the Conestoga Road.
  - iii. South Bacton Hill Road from Swedesford Road to the cul-de-sac.
  - iv. Swedesford Road from Bacton Hill Road to a point approximately 620-feet west of the intersection.

B. Planebrook Road:

- a. Generally consisting of those parcels abutting the following roads and/or unopened streets:
  - i. Planebrook Road from Bracken Avenue to the Route 202 overpass.
  - ii. Elk Drive from Planebrook Road to the cul-de-sac.
  - iii. Fairway Drive from Planebrook Road to the cul-de-sac.
  - iv. Golf View Lane from Planebrook Road to the cul-de-sac.
  - v. Prospect Avenue from Planebrook Road to UPI #42-30-8 (2 Prospect Avenue), including a spur to service UPI #42-3-174.
  - vi. Bracken Avenue from Planebrook Road to Coffman Street including the following spurs:
    1. East of Coffman Street to service UPI #42-3-216.1, UPI #42-3-216.2 and UPI #42-3-216.3
    2. North of Bracken Avenue within “Davis Avenue” to service UPI #42-3R-28

The installations in A and B above shall be in general conformance with the following design plans completed by ARRO Consulting Inc.:

- Plans Entitled “*North Bacton Hill & Swedesford Road Areas Sanitary Sewer Phase 2*”, 24-sheets, dated January 23, 2020
- Plans Entitled “*Planebrook Road Areas Sanitary Sewers Phase 4*”, 19-sheets, dated January 23, 2020.

Permitting - The Township is in the process of obtaining all required permits for the above projects in A and B above.

Easements - Various easements will be required for portions of the proposed sewer within Prospect Avenue, Bracken Avenue and Davis Avenue in the Planebrook Road project. The Township will continue to work with the property owners to obtain the easements, however, there is no guarantee all will be acquired prior to the completion of the sale. The buyer will need to obtain the remaining easements.

C. Malvern Hunt Pumping Station: The spray irrigation system within the Malvern Hunt Wastewater Treatment Plant (the “WWTP”) will be decommissioned prior to closing and, along with associated parcels, 42-3-47 and 42-3-127, will be excluded from the sale. In connection with the decommissioning of the spray irrigation system, a new gravity line will need to be constructed post-closing.<sup>13</sup>

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<sup>13</sup> To discuss.

**PAGE 24 OF DCED REPORT**



# **SUMMARY OF LOANS ON UTILITY PLANT**

**TOWNSHIP OF EAST WHITELAND  
SUMMARY OF OUTSTANDING INDEBTEDNESS**

**Debt Service Requirements**

1 Fiscal Year Ended	2 G.O. Bonds Series B of 2012	3 G.O. Bonds Series of 2013	4 G.O. Bonds Series of 2014	5 G.O. Bonds Series of 2016	6 Total Debt Service
12/31/2021	804,213	448,570	297,810	211,120	1,761,713
12/31/2022	798,350	447,570	297,510	210,120	1,753,550
12/31/2023	805,475	446,520	296,570	209,120	1,757,685
12/31/2024	801,050	445,370	294,970	208,120	1,749,510
12/31/2025	803,400	444,170	297,830	212,120	1,757,520
12/31/2026		1,127,858		506,020	1,633,878
12/31/2027		1,127,278		504,020	1,631,298
12/31/2028		1,129,628		501,920	1,631,548
12/31/2029		1,130,838		504,000	1,634,838
12/31/2030		1,130,681		510,490	1,641,171
12/31/2031		1,127,669		506,250	1,633,919
12/31/2032		1,128,813		506,500	1,635,313
12/31/2033		1,128,944		504,500	1,633,444
12/31/2034		1,131,919		507,200	1,639,119
12/31/2035		1,128,669		504,450	1,633,119
12/31/2036		1,129,369		506,400	1,635,769
12/31/2037		1,127,575		502,900	1,630,475
12/31/2038		1,129,513		509,100	1,638,613
12/31/2039				504,700	504,700
12/31/2040					
<b>Totals</b>	<b>4,012,488</b>	<b>16,910,950</b>	<b>1,484,690</b>	<b>8,129,050</b>	<b>30,537,178</b>

<b>Principal*:</b>	<b>3,695,000</b>	<b>11,895,000</b>	<b>1,380,000</b>	<b>6,015,000</b>	<b>22,985,000</b>
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**Call Date:** 9/1/2017      9/1/2023      12/1/2019      12/1/2021  
**Funds:** Sewer      Sewer      General      General

**Purpose:** Cur Ref 2005      New Money - Sewer      New Money - General      Adv Ref 2014

2005 Bonds  
refunded bonds  
and funded  
sewer projects

*\*Outstanding as of August 6, 2021  
Note: Does not include 2014 Guaranteed East Whiteland Twp Volunteer Fire Association Loan in the*

**TOWNSHIP OF EAST WHITELAND**  
 Series B of 2012

**Dated** 5/16/2012  
**Short Coup** 58.33%

1	2	3	4	5	6
<u>Date</u>	<u>Principal</u>	<u>Rate</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Proposed Fiscal Year Debt Service</u>
9/1/2012	100,000	1.000	31,280.52	131,280.52	131,280.52
3/1/2013			53,123.75	53,123.75	
9/1/2013			53,123.75	53,123.75	106,247.50
3/1/2014			53,123.75	53,123.75	
9/1/2014			53,123.75	53,123.75	106,247.50
3/1/2015			53,123.75	53,123.75	
9/1/2015			53,123.75	53,123.75	106,247.50
3/1/2016			53,123.75	53,123.75	
9/1/2016			53,123.75	53,123.75	106,247.50
3/1/2017			53,123.75	53,123.75	
9/1/2017			53,123.75	53,123.75	106,247.50
3/1/2018			53,123.75	53,123.75	
9/1/2018			53,123.75	53,123.75	106,247.50
3/1/2019			53,123.75	53,123.75	
9/1/2019			53,123.75	53,123.75	106,247.50
3/1/2020			53,123.75	53,123.75	
9/1/2020	335,000	2.100	53,123.75	388,123.75	441,247.50
3/1/2021			49,606.25	49,606.25	
9/1/2021	705,000	2.250	49,606.25	754,606.25	804,212.50
3/1/2022			41,675.00	41,675.00	
9/1/2022	715,000	2.500	41,675.00	756,675.00	798,350.00
3/1/2023			32,737.50	32,737.50	
9/1/2023	740,000	2.625	32,737.50	772,737.50	805,475.00
3/1/2024			23,025.00	23,025.00	
9/1/2024	755,000	3.000	23,025.00	778,025.00	801,050.00
3/1/2025			11,700.00	11,700.00	
9/1/2025	780,000	3.000	11,700.00	791,700.00	803,400.00
3/1/2026			0.00	0.00	
<b>TOTALS</b>	<b>4,130,000</b>		<b>1,198,748.02</b>	<b>5,328,748.02</b>	<b>5,328,748.02</b>
Principal*:	3,695,000				

**TOWNSHIP OF EAST WHITELAND**

Series of 2013

**Dated** 6/12/2013  
**Short Coup** 43.89%

1	2	3	4	5	6
<u>Date</u>	<u>Principal</u>	<u>Rate</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Proposed Fiscal Year Debt Service</u>
9/1/2013			88,561.19	88,561.19	88,561.19
3/1/2014			201,785.00	201,785.00	
9/1/2014	50,000	2.000	201,785.00	251,785.00	453,570.00
3/1/2015			201,285.00	201,285.00	
9/1/2015	25,000	2.000	201,285.00	226,285.00	427,570.00
3/1/2016			201,035.00	201,035.00	
9/1/2016	25,000	2.000	201,035.00	226,035.00	427,070.00
3/1/2017			200,785.00	200,785.00	
9/1/2017	25,000	2.000	200,785.00	225,785.00	426,570.00
3/1/2018			200,535.00	200,535.00	
9/1/2018	25,000	2.000	200,535.00	225,535.00	426,070.00
3/1/2019			200,285.00	200,285.00	
9/1/2019	50,000	2.000	200,285.00	250,285.00	450,570.00
3/1/2020			199,785.00	199,785.00	
9/1/2020	50,000	2.000	199,785.00	249,785.00	449,570.00
3/1/2021			199,285.00	199,285.00	
9/1/2021	50,000	2.000	199,285.00	249,285.00	448,570.00
3/1/2022			198,785.00	198,785.00	
9/1/2022	50,000	2.100	198,785.00	248,785.00	447,570.00
3/1/2023			198,260.00	198,260.00	
9/1/2023	50,000	2.300	198,260.00	248,260.00	446,520.00
3/1/2024			197,685.00	197,685.00	
9/1/2024	50,000	2.400	197,685.00	247,685.00	445,370.00
3/1/2025			197,085.00	197,085.00	
9/1/2025	50,000	2.625	197,085.00	247,085.00	444,170.00
3/1/2026			196,428.75	196,428.75	
9/1/2026	735,000	2.800	196,428.75	931,428.75	1,127,857.50
3/1/2027			186,138.75	186,138.75	
9/1/2027	755,000	3.000	186,138.75	941,138.75	1,127,277.50
3/1/2028			174,813.75	174,813.75	
9/1/2028	780,000	3.050	174,813.75	954,813.75	1,129,627.50
3/1/2029			162,918.75	162,918.75	
9/1/2029	805,000	3.125	162,918.75	967,918.75	1,130,837.50
3/1/2030			150,340.63	150,340.63	
9/1/2030	830,000	3.375	150,340.63	980,340.63	1,130,681.25
3/1/2031			136,334.38	136,334.38	
9/1/2031	855,000	3.375	136,334.38	991,334.38	1,127,668.75
3/1/2032			121,906.25	121,906.25	
9/1/2032	885,000	3.375	121,906.25	1,006,906.25	1,128,812.50
3/1/2033			106,971.88	106,971.88	
9/1/2033	915,000	3.500	106,971.88	1,021,971.88	1,128,943.75
3/1/2034			90,959.38	90,959.38	
9/1/2034	950,000	3.500	90,959.38	1,040,959.38	1,131,918.75
3/1/2035			74,334.38	74,334.38	
9/1/2035	980,000	3.500	74,334.38	1,054,334.38	1,128,668.75
3/1/2036			57,184.38	57,184.38	
9/1/2036	1,015,000	3.625	57,184.38	1,072,184.38	1,129,368.75
3/1/2037			38,787.50	38,787.50	
9/1/2037	1,050,000	3.625	38,787.50	1,088,787.50	1,127,575.00
3/1/2038			19,756.25	19,756.25	
9/1/2038	1,090,000	3.625	19,756.25	1,109,756.25	1,129,512.50
3/1/2039			0.00	0.00	
<b>TOTALS</b>	<b>12,145,000</b>		7,915,501.19	20,060,501.19	20,060,501.19

Principal\*: 11,895,000

**WQM PERMITS FOR PUMP STATIONS AND  
APPLICATION FOR REISSUANCE OF WQM  
PERMIT FOR FLAT ROAD PUMP STATION**

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL RESOURCES

WATER QUALITY MANAGEMENT PERMIT

NO. 1571413

<b>PERMITTEE: (Name and Address)</b> East Whiteland Municipal Authority Planebrook and Prospect Avenues Frazer, Pennsylvania 19355		<b>B. PROJECT LOCATION</b> Municipality <u>East Whiteland Township</u> County <u>Chester County</u>	
<b>C. TYPE OF FACILITY</b> Comprehensive Sanitary Sewerage System		<b>D. NAME OF MINE OR AREA SERVED</b> Little Valley Creek Watershed	
<b>E. THIS PERMIT APPROVES:</b>			
<b>1. Plans For Construction Of:</b> a. <input checked="" type="checkbox"/> Pump Stations; Sewers and Appurtenances b. <input type="checkbox"/> Sewage Treatment Facilities c. <input type="checkbox"/> Industrial Wastes Treatment Facilities		<b>2. The Discharge Of:</b> <u>NA</u> a. <input type="checkbox"/> Treated <input type="checkbox"/> Untreated b. <input type="checkbox"/> Industrial Wastes <input type="checkbox"/> Sewage TO: _____ (Receiving Waters)	
		<b>3. The Operation Of:</b> <u>NA</u> a. <input type="checkbox"/> Mine Maximum surface area to be affected shall not exceed _____ acres. (Surface Mines) Maximum area to be deep mined _____ acres.	

**F. YOU ARE HEREBY AUTHORIZED TO CONSTRUCT, OPERATE OR DISCHARGE, AS INDICATED ABOVE, PROVIDED THAT YOU COMPLY WITH THE FOLLOWING:**

1. ALL REPRESENTATIONS REGARDING OPERATION, CONSTRUCTION, MAINTENANCE AND CLOSING PROCEDURES AS WELL AS ALL OTHER MATTERS SET FORTH IN YOUR APPLICATION AND ITS SUPPORTING DOCUMENTS (APPLICATION NO. 1571413 DATED February 7, 1971 AND AMENOMENTS DATED May 17 and May 24, 1971) SUCH APPLICATION, ITS SUPPORTING DOCUMENTS AND AMENOMENTS ARE HEREBY MADE A PART OF THIS PERMIT.

2. CONDITIONS NUMBERED 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 13, 14, 15, 17, 18, 25, 26 and 27 OF THE Sewerage STANDARD CONDITIONS DATED November 1, 1942 WHICH CONDITIONS ARE ATTACHED HERETO AND ARE MADE A PART OF THIS PERMIT.

3. SPECIAL CONDITION(S) NUMBERED None WHICH ARE ATTACHED HERETO AND ARE MADE A PART OF THIS PERMIT.

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

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

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

3. THIS PERMIT IS ISSUED PURSUANT TO THE CLEAN STREAMS LAW, THE ACT OF JUNE 22, 1937, P.L. 1957, AS AMENDED. ISSUANCE OF THIS PERMIT SHALL NOT RELIEVE THE PERMITTEE OF ANY RESPONSIBILITY UNDER ANY OTHER LAW.

PERMIT ISSUED  
DATE 10-29-71

DEPARTMENT OF ENVIRONMENTAL RESOURCES  
BY [Signature]  
TITLE Regional Sanitary Engineer

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

WATER QUALITY MANAGEMENT PERMIT

NO. 1575412

<p><b>PERMITTEE (Name and Address)</b> East Whiteland Municipal Authority Plainbrook Road. Malvern, Pa. 19355</p>	<p><b>B. PROJECT LOCATION</b>  Municipality <u>East Whiteland Township</u>  County <u>Chester</u></p>
<p><b>C. TYPE OF FACILITY OR ESTABLISHMENT</b> Sanitary Sewage Pumping Station</p>	<p><b>D. NAME OF MINE, OPERATION OR AREA SERV.</b> Mill Lane Pump Station</p>

<p><b>E. THIS PERMIT APPROVES</b></p> <p>1. Plans For Construction of</p> <p>a. <input checked="" type="checkbox"/> PUMP STATIONS: <del>SEWER</del> <del>INDUSTRIAL WASTE</del></p> <p>b. <input type="checkbox"/> SEWAGE TREATMENT FACILITIES</p> <p>c. <input type="checkbox"/> MINE DRAINAGE TREATMENT FACILITIES</p> <p>d. <input type="checkbox"/> INDUSTRIAL WASTE TREATMENT FACILITIES</p> <p>e. <input type="checkbox"/> OUTFALL &amp; HEADWALL</p> <p>f. <input type="checkbox"/> STREAM CROSSING</p>	<p>2. The Discharge of:</p> <p>a. <input type="checkbox"/> TREATED <u>N/A</u></p> <p><input type="checkbox"/> UNTREATED</p> <p>b. <input type="checkbox"/> INDUSTRIAL WASTE</p> <p><input type="checkbox"/> MINE DRAINAGE</p> <p><input type="checkbox"/> SEWAGE</p>	<p>3. The Operation of:</p> <p><input type="checkbox"/> MINE <u>N/A</u> MAXIMUM AREA TO BE DEEP MINED _____</p> <p><input type="checkbox"/> DAM</p> <p>4. An Erosion and Sedimentation Control Plan <input checked="" type="checkbox"/> PROJECT AREA IS _____ ACRES.</p> <p>5. Nature of Discharge or Impoundment: <u>N/A</u></p> <p><input type="checkbox"/> DISCHARGE TO SURFACE WATER <input type="checkbox"/> DISCHARGE TO GROUND WATER</p> <p><input type="checkbox"/> IMPONDMENT _____</p> <p>(Name of Stream to which discharged or drainage area on which ground water discharge takes place or impoundment is located).</p>
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F. You are hereby authorized to construct, operate or discharge, as indicated above, provided that you comply with the following :

- All representations regarding operations, construction, maintenance and closing procedures as well as all other matters set forth in your application and its supporting documents (Application No. 1575412 dated June 26, 1975), and amendments dated 8/26/75, 9/4/75, 9/25/75. Such application, its supporting documents and amendments are hereby made a part of this permit.
- Conditions numbered 1, 2, 9, 11, thru 17, 21, 22, 30 and 31 of the Sewerage Standard Conditions dated 1972 which conditions are attached hereto and are made a part of this permit. This permit is also subject to the
- Special condition(s) designated Standard Conditions Relating to Erosion Control (1973) which are attached hereto and are made a part of this permit.

G. The Authority granted by this permit is subject to the following further qualifications:

- If there is a conflict between the application or its supporting documents and amendments and the standard or special conditions, the standard or special conditions shall apply.
- Failure to comply with the Rules and Regulations of the Department or the terms or conditions of this permit shall void the authority given to the permittee by the issuance of the permit.
- This permit is issued pursuant to the Clean Streams Law, The Act of June 22, 1937, P.L. 1987 as amended and/or the Water Obstruction Act of June 25, 1913, P.L. 555 as amended.

Issuance of this permit shall not relieve the permittee of any responsibility under any other law.  
This permit must be recorded in the Recorder of Deeds Office in Chester County

PERMIT ISSUED 1/14/76 BY C.T. Beechwood  
DEPARTMENT OF ENVIRONMENTAL RESOURCES  
C.T. Beechwood  
Regional Sanitary Engineer

Wilburdale

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

PERMIT NO. 1507413

AMENDMENT NO. \_\_\_\_\_

APS ID 624675

AUTH ID 694482

**WATER QUALITY MANAGEMENT  
PERMIT**

<b>A. PERMITTEE (Name and Address):</b> East Whiteland Township 209 Conestoga Road Frazer, PA 19355	<b>B. PRIMARY FACILITY (Name):</b> Wilburdale Pump Station
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<b>C. LOCATION (Municipality, County):</b> East Whiteland Township Chester County	<b>SITE ID#:</b> 255005
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**D. This permit approves the construction and operation of sewerage facilities consisting of:**  
 A pump station with force main and associated appurtenances.

<b>Pump Stations:</b> <u>1</u> <b>Design Capacity:</b> <u>800</u> GPM <b>Average Annual Flow:</b> <u>300,000</u> GPD	<b>Manure Storage:</b> Volume _____ MG Freeboard: _____ inches	<b>Industrial Wastewater/Sewage Treatment Facility:</b> <b>Annual Average Flow:</b> _____ MGD <b>Design Hydraulic Capacity:</b> _____ MGD <b>Design Organic Capacity:</b> _____ lb/day
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**E. APPROVAL GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING:**

1. **New Permits:** All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit application dated 08/22/07, its supporting documentation, and addendums dated \_\_\_\_\_, which are hereby made a part of this permit.

**Amendments:** All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit Amendment application dated \_\_\_\_\_ and its supporting documentation, and addendums dated \_\_\_\_\_, which are hereby made a part of this amendment.

Except for any herein approved modifications, all terms, conditions, supporting documentation and addendums approved under Water Quality Management Permit No. \_\_\_\_\_ dated \_\_\_\_\_ shall remain in effect.

**Transfers:** Water Quality Management Permit No. \_\_\_\_\_ dated \_\_\_\_\_ and conditions, supporting documentation and addendums are also made part of this transfer.

2. **Permit Conditions Relating to Sewerage** are attached and made part of this permit.

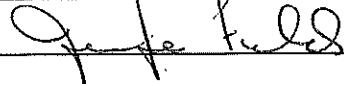
3. Special Conditions numbered \_\_\_\_\_ are attached and made part of this permit.

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

1. If there is a conflict between the application or its supporting documents and amendments and the attached conditions, the attached conditions shall apply.

2. Failure to comply with the rules and regulations of DEP or with the terms or conditions of this permit shall void the authority given to the permittee by the issuance of this permit.

3. This permit is issued pursuant to the Clean Streams Law Act of June 22, 1937, P.L. 1987, as amended 35 P.S. §691.1 *et seq.* Issuance of this permit shall not relieve the permittee of any responsibility under any other law.

<b>PERMIT ISSUED:</b> <u>October 31, 2007</u>	<b>BY:</b> <u></u> <b>TITLE:</b> <u>Water Management Program Manager</u>
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COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL RESOURCES  
BUREAU OF WATER QUALITY MANAGEMENT

WATER QUALITY MANAGEMENT PERMIT

NO. 1587430

<b>A. PERMITTEE: (Name and Address)</b> East Whiteland Municipal Authority 209 Conestoga Road Frazer, PA 19355		<b>B. PROJECT LOCATION</b> East Whiteland Township Municipality _____ Chester County _____	
<b>C. TYPE OF FACILITY (For industrial wastes; type of establishment)</b> Pumping Station		<b>O. NAME OF PLANT, AREA SERVED, OUTFALL NO., ETC.</b> Lee Boulevard Pump Station Rehabilitation	
<b>E. THIS PERMIT APPROVES:</b>	<b>1. Plans For Construction Of:</b> a. <input checked="" type="checkbox"/> <del>XXXXXX</del> <sup>XXXXX</sup> Pump Stations: Sewers b. <input type="checkbox"/> Sewage Treatment Facilities c. <input type="checkbox"/> Industrial Wastes Treatment Facilities d. <input type="checkbox"/> Injection Well e. <input type="checkbox"/> Outfall & Headwall f. <input checked="" type="checkbox"/> Stream Crossing g. <input type="checkbox"/> Impoundment		
	<b>2. The Discharge Of:</b> a. <input type="checkbox"/> Treated <u>N/A</u> b. <input type="checkbox"/> Untreated c. <input type="checkbox"/> Sewage d. <input type="checkbox"/> Industrial Wastes		
	<b>3. Discharge To:</b> a. <input type="checkbox"/> Surface Water <u>N/A</u> b. <input type="checkbox"/> Ground Water Name of Stream to which discharged or drainage area in which groundwater discharge takes place or impoundment is located. _____		
	<b>4. Preparedness, Prevention, Contingency (PPC) Plan</b> <input type="checkbox"/> <u>N/A</u>		<b>5. An Erosion and Sedimentation Control Plan</b> <input checked="" type="checkbox"/> <u>X</u> Project Area is <u>+ .05</u> Acres

F. THIS APPROVAL IS SUBJECT TO THE FOLLOWING CONDITIONS:

- ALL CONSTRUCTION, OPERATIONS, PROCEDURES AND DISCHARGE SHALL BE IN ACCORDANCE WITH APPLICATION NO. 1587430 DATED 6/10/87 ITS SUPPORTING DOCUMENTATION, AND AMENDMENTS DATED \_\_\_\_\_ SUCH APPLICATION, ITS SUPPORTING DOCUMENTATION AND AMENDMENTS ARE HEREBY MADE A PART OF THIS PERMIT.
- CONDITIONS NUMBERED 1 thru 7, 9, 13, 14, 16, 20 thru 22 OF THE Sewerage STANDARD CONDITIONS DATED 09/02/83 AND CONDITIONS NUMBERED 1 through 12 OF THE EROSION CONTROL STANDARD CONDITIONS DATED 1985 WHICH CONDITIONS ARE ATTACHED AND MADE PART OF THIS PERMIT.
- SPECIAL CONDITIONS DESIGNATED \_\_\_\_\_ WHICH ARE ATTACHED AND ARE MADE A PART OF THIS PERMIT.

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

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

DEPARTMENT OF ENVIRONMENTAL RESOURCES

PERMIT ISSUED

DATE

9/3/87

BY

Joseph A. Feola

Joseph A. Feola  
Regional Water Quality Manager

TITLE

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

WATER QUALITY MANAGEMENT PERMIT

NO. 1580410

<p>A. PERMITTEE: (Name and Address) East Whiteland Municipal Authority 209 Conestoga Road Frazer, PA 19355</p>	<p>B. PROJECT LOCATION  Municipality <u>East Whiteland Township</u>  County <u>Chester County</u></p>
<p>C. TYPE OF FACILITY (For industrial wastes; type of establishment)  Sanitary Sewer Extension</p>	<p>D. NAME OF MINE, PLANT, AREA SERVED, OUTFALL NO., ETC.  Meadowview Sanitary Sewer Extension</p>

E. THIS PERMIT APPROVES:	<p>1. Plans For Construction Of:</p> <p>a. <input checked="" type="checkbox"/> Pump Stations: Sewers and Appurtenances    b. <input type="checkbox"/> Sewage Treatment Facilities    c. <input type="checkbox"/> Industrial Wastes Treatment Facilities</p> <p>d. <input type="checkbox"/> Mine Drainage Treatment Facilities    e. <input type="checkbox"/> Outfall &amp; Headwall    f. <input type="checkbox"/> Stream Crossing    g. <input type="checkbox"/> Impoundment</p>
	<p>2. <u>N/A</u> The Discharge Of:    a. <input type="checkbox"/> Treated    b. <input type="checkbox"/> Untreated    c. <input type="checkbox"/> Sewage    d. <input type="checkbox"/> Industrial Wastes</p>
	<p>3. <u>N/A</u> Discharge To:    a. <input type="checkbox"/> Surface Water</p> <p>b. <input type="checkbox"/> Ground Water</p> <p>Name of Stream to which discharged or drainage area in which groundwater discharge takes place or impoundment is located.</p>
	<p>4. The Operation of a Mine <input type="checkbox"/></p> <p><u>N/A</u> Maximum Area to be Deep Mined _____ Acres</p> <p>5. An Erosion and Sedimentation Control Plan <input type="checkbox"/></p> <p>Project Area is <u>7.078</u> Acres</p>

F. THIS APPROVAL IS SUBJECT TO THE FOLLOWING CONDITIONS:

- ALL CONSTRUCTION, OPERATIONS, PROCEDURES AND DISCHARGE SHALL BE IN ACCORDANCE WITH APPLICATION NO. 1580410 DATED 2/25/80 ITS SUPPORTING DOCUMENTATION, AND AMENDMENTS DATED \_\_\_\_\_ SUCH APPLICATION, ITS SUPPORTING DOCUMENTATION AND AMENDMENTS ARE HEREBY MADE A PART OF THIS PERMIT.
- CONDITIONS NUMBERED 1 thru 9, 11 thru 14, 21, 22, 30 and 31 OF THE Sewerage STANDARD CONDITIONS DATED 1972 AND CONDITIONS NUMBERED 1 thru 20 OF THE EROSION CONTROL STANDARD CONDITIONS DATED 1973 WHICH CONDITIONS ARE ATTACHED AND MADE PART OF THIS PERMIT.
- SPECIAL CONDITIONS DESIGNATED \_\_\_\_\_ WHICH ARE ATTACHED AND ARE MADE A PART OF THIS PERMIT.

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

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

- IF THERE IS A CONFLICT BETWEEN THE APPLICATION ON ITS SUPPORTING DOCUMENTS AND AMENDMENTS AND THE STANDARD OR SPECIAL CONDITIONS, THE STANDARD OR SPECIAL CONDITIONS SHALL APPLY.
- FAILURE TO COMPLY WITH THE RULES AND REGULATIONS OF THE DEPARTMENT OR WITH THE TERMS OR CONDITIONS OF THIS PERMIT SHALL VOID THE AUTHORITY GIVEN TO THE PERMITTEE BY THE ISSUANCE OF THE PERMIT.
- THIS PERMIT IS ISSUED PURSUANT TO THE CLEAN STREAMS LAW, ACT OF JUNE 22, 1937, P.L. 1987 AS AMENDED 35 P.S. § 691.1 ET SEQ. AND/OR THE WATER OBSTRUCTION ACT, ACT OF JUNE 25, 1913, P.L. 555 AS AMENDED 32 P.S. § 681 ET SEQ. ISSUANCE OF THIS PERMIT SHALL NOT RELIEVE THE PERMITTEE OF ANY RESPONSIBILITY UNDER ANY OTHER LAW

DEPARTMENT OF ENVIRONMENTAL RESOURCES

PERMIT ISSUED  
DATE 3-24-80 BY C.T. Beechwood  
3C33 TITLE Regional Water Quality Manager

473 531

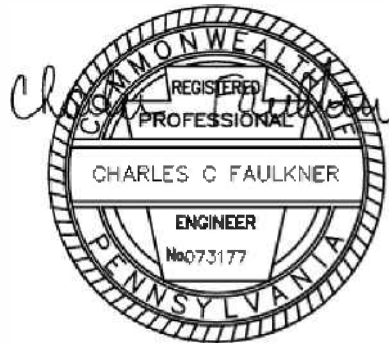
# DESIGN ENGINEER'S REPORT

*FLAT ROAD PUMP STATION  
EAST WHITELAND TOWNSHIP, PENNSYLVANIA*

**Applicant:**

East Whiteland Township, Chester County, PA  
209 Conestoga Road  
Frazer, PA 19355

**Prepared by:**



**Pennoni Associates Inc.**  
3100 Horizon Drive, Suite 200  
King of Prussia, PA 19406  
T: (610) 277-2402

*Charles C. Faulkner, PE (PE073177)*

**Submitted to:**



Pennsylvania Department of Environmental Protection  
Southeast Regional Office  
Norristown, PA

**August 20, 2021**

## Table of Contents

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Flow Analysis .....	3
Pump Station Design .....	3
Pump Station Operation .....	4
Pump Information .....	4
Technical Specifications.....	5
Site Photos .....	7
Summary .....	8

## Water Quality Management Permit for Pump Stations Application Forms

Application for Water Quality Management Permit (3850-PM-BCW0400b)

Checklist for Water Quality Management Permit (3850-PM-BCW0400c)

Pump Stations: Module 22 (3800-PM-BCW0400y)

General Information Form and Checklist (0210-PM-PIO0001)

### Location Map

USGS Location Map

### Design Information

Original Flat Road Pump Station Plans from 1974 by Yerkes Associates, Inc.

New Flat Road Pump Station Plans from 2019 by Pennoni Associates Inc.

Pump Submittal Data Form from 2002 from Xylem Flygt

Manhole, Valve Vault, and Wet Well Submittal Drawings from 2019 by Terre Hill Concrete Products

### ACT 14 Notifications

Chester County Health Department

Chester County Planning Commission

East Whiteland Township

Certified Mail Receipts

### ACT 537 Approval

August 20, 2021 Letter to Kelly Boettlin

## Introduction

Flat Road Pump Station was originally designed in 1974 for Rouse & Associates by Yerkes Associates, Inc. The pump station is located in the Great Valley Corporate Center between 25/27 Great Valley Parkway in East Whiteland Township, Chester County. It was designed to convey flow from a portion of the Great Valley Corporate Center (Flat Road Pump Station Drainage Area) to East Whiteland Township’s existing gravity sewer conveyance system, and ultimately to the Valley Forge Sewer Authority Wastewater Treatment Plant.

The Flat Road Pump Station was dedicated to the East Whiteland Township Municipal Authority in 1982. The existing pump station conveys flow through a 1,595 foot long, 6-inch diameter force main. The force main travels through an existing sanitary sewer easement to the Great Valley Parkway right-of-way to connect to the Township’s 8-inch diameter gravity sewer at existing manhole #1323 along Great Valley Parkway. In January of 2019, the pump station was damaged beyond repair by a sinkhole that formed. As a result, the station had to be reconstructed at a different location.

## Flow Analysis

We prepared a flow analysis based on the existing contributing flow from the drainage area. The Equivalent Dwelling Units (EDUs) were assigned to the various properties and the average daily flow was calculated based on the known existing flow and the Township’s value of 275 gallons per day (gpd) per EDU. Considering the projected flows from the contributing properties, the total design average daily flow (ADF) to the pump station is 42,900 gpd for 156 EDUs.

The PADEP Sewage Pumping Station Guidance suggests a 4.2 peak factor be applied for pump station designs at this flow rate. The peak factor applied to the ADF yields a design peak inflow rate of 125 gpm.

## Pump Station Design

The pump station design accounts for the design inflow rate of 125 gpm with an assigned design pump rate of 247 gpm. A duplex submersible pump station design was configured to meet the design conditions. The pump station wetwell is 8 feet in diameter, creating a surface area of 50.3 square feet. The operation range is set to 1 foot to provide effective storage volume of 376 gallons. A summary of the pump station design is provided in the table below.

*Table 1 - Pump Station Summary*

<b>Design Influent Rate</b>				
Number of EDUs	=	156		
Flow per EDU	=	275	gpd	
Dry Weather Average Flow	=	42,900	gpd	
Dry Weather Average Flow	=	30	gpm	
<b>Pump Design</b>				
Design Peak Factor	=	4.2		<i>PA DEP - Sewage Pumping Station Guidance 1999</i>
Design Peak Flow	=	180,180	gpd	
Design Peak Hourly Flow	=	125	gpm	
Design Pumping Rate	=	247	gpm	
Drawdown Flow Rate	=	217	gpm	
Total Dynamic Head	=	89.7	ft	
<b>Wetwell Effective Volume</b>				<i>Pump Off to First Pump Start Level</i>
Interior Diameter	=	8	ft	
Effective Depth	=	1	ft	

Surface Area	=	50.3	ft <sup>2</sup>	
Volume per Foot	=	376	gal	
Effective Volume	=	376	gal	<i>(Effective Wet Well Capacity)</i>
<b>Cycle Time</b>				
Drawdown Time	=	1.74	min	(Volume) / (Drawdown Flow Rate)
Fill Time	=	12.63	min	(Volume) / (Dry Weather Average Flow)
Cycle Time	=	14.37	min	
Starts Per Hour (DWAF)	=	4		

Table 2 – Operation Elevations, below, summarizes the operational elevations for the pump station. The high water alarm elevation is below the invert of the influent pipe. The operation levels were set with consideration to the number of starts per hour, the number of cycles per hour, and the suction depth to prevent vortex.

*Table 2 - Operation Elevations*

Operation	Elevation
High Water Alarm	336.50
Lead Pump ON	334.75
Lag Pump ON	336.00
Pumps OFF	333.75
Low Water Alarm	330.75

## Pump Station Operation

Flat Road Pump Station operates as a basic duplex station sized for one pump operation including primary and backup level control system, and remote monitoring. The primary level control system is a level transducer float system permitting one pump operation in an alternating fashion to balance pump usage. Should the influent rate exceed the station capacity the second pump would begin operation as the emergency lag pump. The main level control system has set points for high water alarm, lead pump on, lag pump on, pumps off, and low water alarm. A secondary backup float system has high water level and low water level alarms.

A remote monitoring system is installed for alarm monitoring including the following alarm conditions:

- Wet Well Low Water Level Alarm
- Wet Well High Water Level Alarm
- Pump 1 Motor Failure
- Pump 2 Motor Failure
- Loss of Electrical Service

## Pump Information

The existing pumps in the pump station are two submersible Xylem Flygt NP-3153HT pumps. See the attached Pump Submittal Data Form from 2002 from Xylem Flygt for technical specifications and performance curves of the pumps. The design point is plotted on the pump curve in Figure 1 – Pump Curve.

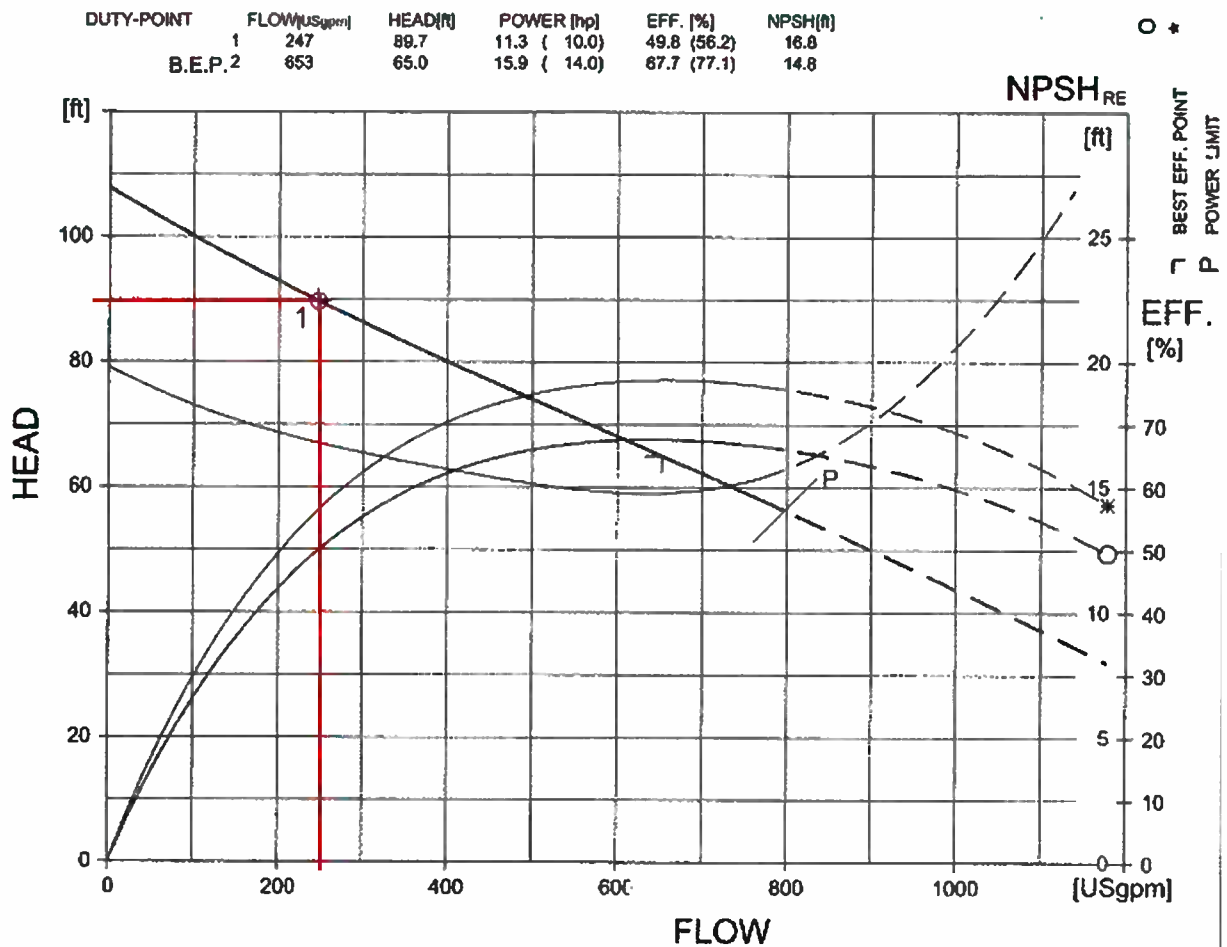


Figure 1 – Pump Curve

## Technical Specifications

No modifications are proposed to the existing Flat Road Pump Station. Additional technical specifications are outlined in the attached Original Flat Road Pump Station Plans from 1974 by Yerkes Associates, Inc., New Flat Road Pump Station Plans from 2019 by Pennoni Associates Inc., and Manhole, Valve Vault, and Wet Well Submittal Drawings from 2019 by Terre Hill Concrete Products.

- A. Wet Well
  - 1. Precast concrete structure
  - 2. 8 feet diameter by 16.35 feet deep
  - 3. 4-inch and 6-inch ductile iron pipe
  - 4. 36-inch by 48-inch single leaf access door
- B. Valve Vault
  - 1. Precast concrete
  - 2. 5 feet by 5 feet by 4.75 feet deep
  - 3. 36-inch by 48-inch single leaf access door
- C. Pumps
  - 1. Duplex – two pump system
  - 2. Submersible Xylem Flygt NP-3153HT pumps
  - 3. Capacity 247 gpm @ 89.7 ft TDH
  - 4. 4-inch discharge
  - 5. 18 HP, 230 V, 3-Phase, 1755 RPM
  - 6. 9.41-inch (239 mm) diameter impeller

D. Controls

1. Duplex pump control panel
2. Alarm system
  - a. Wet Well Low Water Level Alarm
  - b. Wet Well High Water Level Alarm
  - c. Pump 1 Motor Failure
  - d. Pump 2 Motor Failure
  - e. Loss of Electrical Service
3. Manual transfer switch
4. Automatic dialer

E. Force Main

1. 6-inch asbestos cement pipe
2. Approximately 1,595 linear feet
3. Design Point Flow Rate = 247 gpm
4. Velocity = 2.8 fps

## Site Photos



Figure 1 – Wet Well Exterior



Figure 2 – Wet Well Interior



Figure 3 – Valve Vault and Electrical Equipment

## **Summary**

The 156 EDUs are served by a 247 gpm duplex pump station. The pump station conveys wastewater flow to the existing gravity sewer along Great Valley Parkway through approximately 1,595 linear feet of 6-inch diameter force main against a total dynamic head of 89.7 feet. The most current detailed design information is provided on the attached New Flat Road Pump Station Plans from 2019 by Pennoni Associates Inc.



3100 Horizon Drive  
Suite 200  
King of Prussia, PA 19406  
T: 610-277-2402  
F: 610-277-7449

[www.pennoni.com](http://www.pennoni.com)

# **Water Quality Management Permit for Pump Stations Application Forms**

Township  
Permit Application



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF CLEAN WATER

**APPLICATION FOR  
WATER QUALITY MANAGEMENT PERMIT**

**Before completing this form, read the step-by-step instructions provided in this application package.**

<b>Related ID#s (If Known)</b>		<b>DEP USE ONLY</b>
Client ID#	<u>78789</u>	Date Received & General Notes
Site ID#	_____	
Facility ID#	_____	
APS ID#	_____	
Auth ID#	_____	

**APPLICANT IDENTIFIER**

Application Type:  New     Modification     Renewal    Permit Number (if modification or renewal) \_\_\_\_\_

Applicant Name: East Whiteland Township

Current Mailing Address: 209 Conestoga Road, Frazer, PA 19355

Current Phone Number: (610) 6480600

**FACILITY TYPE (Check all appropriate boxes below)**

<input type="checkbox"/>	Treatment Plant Summary – Module 1
<input type="checkbox"/>	Sewer System – Module 2
<input type="checkbox"/>	Flow Equalization and Grit Chambers – Module 3
<input type="checkbox"/>	Screening and Settling – Module 4
<input type="checkbox"/>	Trickling Filters and Aeration – Module 5
<input type="checkbox"/>	Chemical Treatment – Module 6
<input type="checkbox"/>	Rapid Sand Filters – Module 7
<input type="checkbox"/>	Other Filters and Disinfection – Module 8
<input type="checkbox"/>	Aerobic Digestion Tanks – Module 9
<input type="checkbox"/>	Anaerobic Digestion – Module 10
<input type="checkbox"/>	Sludge Filters and Centrifuges – Module 11
<input type="checkbox"/>	Sludge Drying Beds – Module 12
<input type="checkbox"/>	Stream Encroachment and Crossings – Module 13
<input type="checkbox"/>	Spray Irrigation – Module 14
<input type="checkbox"/>	Industrial Wastewater Treatment Facility – Module 15
<input type="checkbox"/>	Small Flow Treatment Facility – Module 16
<input type="checkbox"/>	Sewer Extensions – Module 17
<input type="checkbox"/>	Manure Storage Facilities – Module 18
<input type="checkbox"/>	Supplementary Geology and Groundwater Information – Module 19
<input type="checkbox"/>	Impoundments – Module 20
<input type="checkbox"/>	Sequencing Batch Reactor – Module 21
<input checked="" type="checkbox"/>	Pump Stations – Module 22

Township

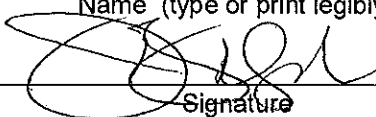
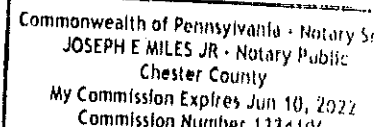
Permit Application

<b>COMPLIANCE HISTORY REVIEW</b>	
Is/was the facility owner or operator in violation of any DEP regulation, permit, order or schedule of compliance at this or any other facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes," list each permit, order and schedule of compliance and provide compliance status. Use additional sheets to provide information on all permits.	
Permit Program	Permit No.
Brief Description of Noncompliance	
Steps Taken to Achieve Compliance	Date(s) Compliance Achieved
Current Compliance Status <input type="checkbox"/> In Compliance <input type="checkbox"/> In Noncompliance	

**CERTIFICATION (Check appropriate box below.)**

I certify under penalty of law that I

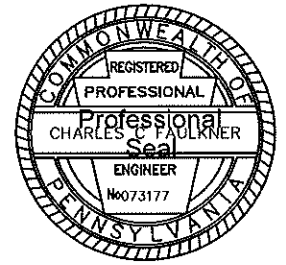
- am the applicant
- am an officer or official of the applicant
- have the authority to make this application (attach delegation of signatory authority) and that the plans, reports and documents designated and attached here with part of the application are true and correct to the best of my knowledge and belief.

<b>John Nagel</b>	<b>Township Manager</b>
Name (type or print legibly)	Official Title
	8/18/2021
Signature	Date
(Use corporate or professional seal as appropriate.)	
Taken, sworn and subscribed before me, this <u>18<sup>th</sup></u> day of <u>August</u> 20 <u>21</u>	
Notary Seal	 <i>Joseph E. Miles Jr.</i>

**LICENSED PROFESSIONAL ENGINEER**

This is to certify that I have personally reviewed all engineering information contained in the accompanying modules, drawings, specifications and other documents which are part of this application and that I have found it to be of good engineering quality, true and correct, and is in conformance with the requirements of the Department of Environmental Protection (DEP), and it does not, to the best of my knowledge, withhold information that is pertinent to a determination of compliance with the requirements of DEP.

Name of Design Engineer: Charles Faulkner  
 Design Firm: Pennoni Associates Inc.  
 Mailing Address: 1900 Market Street, Suite 300  
Philadelphia, PA 19103  
 Telephone Number: (215) 254-7751  
 E-mail Address: cfaulkner@pennoni.com



Charles Faulkner  
 Signature of Professional Engineer

**NOTICE:** It is an offense under Pennsylvania Criminal Code to affirm a false statement in documents submitted to DEP.

DEP will consider the licensed professional engineer whose seal is affixed to design documents to be fully responsible for the adequacy of all aspects of facility designs. The application and supporting documentation submitted for sewerage projects will be reviewed to ensure general consistency with good engineering practices, and the applicable design guidelines of DEP.



## CHECKLIST FOR WATER QUALITY MANAGEMENT PERMIT

APPLICANT'S ✓ CHECKLIST		Check ✓ If Included	DEP Use Only
<b>APPLICANT NAME</b>	East Whiteland Township		
<p><b>Check the following list to make sure that you have included all the required information. Place a checkmark in the column provided for all items completed and/or provided. Failure to provide all of the requested information will delay the processing of the application.</b></p> <p style="text-align: center;"><b>ENCLOSE THIS CHECKLIST WITH YOUR APPLICATION FORM.</b></p>			
1.	General Information Form (GIF).	<input checked="" type="checkbox"/>	
2.	Appropriate application fee, with check payable to the Commonwealth of PA	<input checked="" type="checkbox"/>	
3.	Two (2) copies (original and 1 copy) of application, design module(s), and accompanying drawings and plans.	<input checked="" type="checkbox"/>	
	a. Certification and proper signatures.	<input checked="" type="checkbox"/>	
	b. Engineer's professional seal on each plan sheet.	<input checked="" type="checkbox"/>	
	c. <i>Design Engineer's Report</i> with signature and seal on cover	<input checked="" type="checkbox"/>	
	d. Properly notarized (original).	<input checked="" type="checkbox"/>	
	e. Technical specifications with engineer's seal and signature on cover	<input checked="" type="checkbox"/>	
	f. Additional copy for Delaware River Basin or Erie and Allegheny counties (if required).	<input type="checkbox"/>	
4.	Supplemental Information:	<input type="checkbox"/>	
	a. General Layout Diagram (unless design plans provide this information).	<input type="checkbox"/>	
	b. Sizes, Capacities and Dimensions Diagram (unless design plans provide this information).	<input type="checkbox"/>	
5.	Design Modules.	<input checked="" type="checkbox"/>	
6.	Topographic map with appropriate details.	<input checked="" type="checkbox"/>	
7.	Act 14 Notification.	<input checked="" type="checkbox"/>	
8.	Act 537 Approval (if required).	<input type="checkbox"/>	
9.	Cultural Resources Notification	<input type="checkbox"/>	
10.	Acts 67, 68 and 127 Notification (IW and Manure Storage Facilities only).	<input type="checkbox"/>	
11.	Proof of Public Notification (IW and Manure Storage Facilities only)	<input type="checkbox"/>	
12.	DRBC Notification (if required).	<input type="checkbox"/>	
13.	Other (specify):	<input type="checkbox"/>	



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF CLEAN WATER

**PUMP STATIONS  
MODULE 22**

<b>APPLICANT NAME</b>		East Whiteland Township				
<b>PUMP STATION (Submit separate module for each pump station.)</b>						
1. PUMP STATION NAME: Flat Road Pump Station						
2. List the WQM permit number of the sewer to which this system connects.						E15-821
3. List the WQM permit number of the treatment facility receiving flow from this system.						1599422 1599422 A2
4. What is the reserve capacity of the most limiting component between this connection and the treatment facility?						Valley Creek Trunk Sewer
5. LOCATION (street name, etc.): 25/27 Great Valley Parkway, Malvern, PA 19355						
USGS Quadrangle Name			Malvern			
Latitude/Longitude of Pump Station	Latitude			Longitude		
	Degrees	Minutes	Seconds	Degrees	Minutes	Seconds
	40	3	54.8	-75	32	21.4
Latitude/Longitude of Connection Point	Latitude			Longitude		
	Degrees	Minutes	Seconds	Degrees	Minutes	Seconds
	40	3	47.2	-75	32	36.0
6. TYPE (e.g., conventional, suction lift, ejector or submersible): Submersible						
7. INITIAL POPULATION TO BE SERVED: 156 EDU's (275 gpd/EDU)			FUTURE POPULATION TO BE SERVED: 156 EDU's (275 gpd/EDU)			
DESIGN YEAR: 1974						
8. DESIGN INFORMATION:						
		<b>AVG (mgd)</b>			<b>MAX (Peak Instantaneous) (mgd)</b>	
a. Domestic Flowrate (based on design population to be served)		0.0429			0.0253	
b. Industrial Flowrate						
c. Infiltration/Inflow (I/I) Rate						
d. Design Flowrate		0.0429			0.4275	
e. Effective Wet Well Capacity		(gal) 376				
f. Detention Time		(min) 14.37				
g. Design Average Velocity in Force Main		(fps) 2.8				
h. Total Dynamic Head (Pump Station + Force Main)		Static Head		ft		
		Friction Loss		ft		
		TDH		89.7 ft		
i. Diameter of Force Main					6 inches	
9. Describe the proposed project with respect to the 100-year flood elevation, ventilation, emergency power provision and alarm system. The existing pump station is outside the 100-year flood elevation. An existing 6-inch vent provides ventilation for the wet well. An audible and visual alarm system and auto-dialer is provided to indicate when there is a power failure, pump failure, high wet well level, and low wet well level. The auto-dialer will notify the Township in case of an emergency.						

PUMPS												
LIST ALL THE PUMPS IN THE PUMPING STATION												
N U M B E R  O F  I D E N T I C A L  P U M P S	Describe Pump Use	Type of Pump	Check Columns That Apply To Each Pump								Pump Capacity	
			E X I S T I N G	P R O P O S E D	V A R I A B L E	C O N S T A N T	A U T O M A T I C	M A N U A L	P N E U M A T I C	S T A N D B Y	gpm	TDH (ft)
2		Duplex Submersible Pumps (Xylem Flygt NP-3153HT)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	247	89.7
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
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			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
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			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		



**GENERAL INFORMATION FORM – AUTHORIZATION APPLICATION**

Before completing this General Information Form (GIF), read the step-by-step instructions provided in this application package. This form is used by the Department of Environmental Protection (DEP) to inform our programs regarding what other DEP permits or authorizations may be needed for the proposed project or activity. This version of the General Information Form (GIF) must be completed and returned with any program-specific application being submitted to the DEP.

<p style="text-align: center;"><b>Related ID#s (If Known)</b></p> <p><b>Client ID#</b> <u>78789</u>                      <b>APS ID#</b> _____</p> <p><b>Site ID#</b> _____                      <b>Auth ID#</b> _____</p> <p><b>Facility ID#</b> _____</p>	<p style="text-align: center;"><b>DEP USE ONLY</b></p> <p style="text-align: center;">Date Received &amp; General Notes</p>
--	---

**CLIENT INFORMATION**

<b>DEP Client ID#</b> 78789	<b>Client Type / Code</b> MUNI	<b>Dun &amp; Bradstreet ID#</b>	
<b>Legal Organization Name or Registered Fictitious Name</b> East Whiteland Township	<b>Employer ID# (EIN)</b> 236000322	<b>Is the EIN a SSN?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> NO	
<b>State of Incorporation or Registration of Fictitious Name</b>	<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> LP <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Association/Organization <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Other		
<b>Individual Last Name</b>	<b>First Name</b>	<b>MI</b>	<b>Suffix</b>
<b>Additional Individual Last Name</b>	<b>First Name</b>	<b>MI</b>	<b>Suffix</b>
<b>Mailing Address Line 1</b> 209 Conestoga Road	<b>Mailing Address Line 2</b>		
<b>Address Last Line – City</b> Frazer	<b>State</b> PA	<b>ZIP+4</b> 19355	<b>Country</b> USA
<b>Client Contact Last Name</b> Nagel	<b>First Name</b> John	<b>MI</b>	<b>Suffix</b>
<b>Client Contact Title</b> Township Manager	<b>Phone</b> 610-897-4205	<b>Ext</b>	<b>Cell Phone</b>
<b>Email Address</b> jnagel@eastwhiteland.org	<b>FAX</b> 610-647-8156		

**SITE INFORMATION**

<b>DEP Site ID#</b>	<b>Site Name</b> Flat Road Pump Station				
<b>EPA ID#</b>	<b>Estimated Number of Employees to be Present at Site</b> 0				
<b>Description of Site</b> Existing wastewater pump station.					
<b>Tax Parcel ID(s): 42-4-15.10A and 42-2-14.1</b>					
<b>County Name(s)</b>	<b>Municipality(ies)</b>	<b>City</b>	<b>Boro</b>	<b>Twp</b>	<b>State</b>
Chester	East Whiteland	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	PA
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Site Location Line 1</b> 25/27 Great Valley Parkway	<b>Site Location Line 2</b>				
<b>Site Location Last Line – City</b> Malvern	<b>State</b> PA	<b>ZIP+4</b> 19355			

**Detailed Written Directions to Site**  
South on N Morehall Rd (PA-29 S) from Devault. Turn right onto Great Valley Pkwy. After about 0.2 miles turn right to stay on Great Valley Pkwy. Travel approximately 300 feet and turn right into the industrial park (27-43 Great Valley Pkwy). Turn left immediately and travel about 400 feet. Flat Road Pump Station will be on the left.

<b>Site Contact Last Name</b> Nagel	<b>First Name</b> John	<b>MI</b>	<b>Suffix</b>
<b>Site Contact Title</b> Township Manager		<b>Site Contact Firm</b> East Whiteland Township	
<b>Mailing Address Line 1</b> 209 Conestoga Road		<b>Mailing Address Line 2</b>	
<b>Mailing Address Last Line – City</b> Frazer		<b>State</b> PA	<b>ZIP+4</b> 19355
<b>Phone</b> 610-897-4205	<b>Ext</b>	<b>FAX</b>	<b>Email Address</b> jnagel@eastwhiteland.org
<b>NAICS Codes</b> (Two- & Three-Digit Codes – List All That Apply)			<b>6-Digit Code</b> (Optional)

**Client to Site Relationship**  
OWNOP

**FACILITY INFORMATION**

- Modification of Existing Facility**
- |  |                          |                                     |
|--|--------------------------|-------------------------------------|
|  | <b>Yes</b>               | <b>No</b>                           |
| 1. Will this project modify an existing facility, system, or activity?                 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Will this project involve an addition to an existing facility, system, or activity? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
- If "Yes", check all relevant facility types and provide DEP facility identification numbers below.*

Facility Type	DEP Fac ID#	Facility Type	DEP Fac ID#
<input type="checkbox"/> Air Emission Plant	_____	<input type="checkbox"/> Industrial Minerals Mining Operation	_____
<input type="checkbox"/> Beneficial Use (water)	_____	<input type="checkbox"/> Laboratory Location	_____
<input type="checkbox"/> Blasting Operation	_____	<input type="checkbox"/> Land Recycling Cleanup Location	_____
<input type="checkbox"/> Captive Hazardous Waste Operation	_____	<input type="checkbox"/> Mine Drainage Treatment / Land Recycling Project Location	_____
<input type="checkbox"/> Coal Ash Beneficial Use Operation	_____	<input type="checkbox"/> Municipal Waste Operation	_____
<input type="checkbox"/> Coal Mining Operation	_____	<input type="checkbox"/> Oil & Gas Encroachment Location	_____
<input type="checkbox"/> Coal Pillar Location	_____	<input type="checkbox"/> Oil & Gas Location	_____
<input type="checkbox"/> Commercial Hazardous Waste Operation	_____	<input type="checkbox"/> Oil & Gas Water Poll Control Facility	_____
<input type="checkbox"/> Dam Location	_____	<input type="checkbox"/> Public Water Supply System	_____
<input type="checkbox"/> Deep Mine Safety Operation -Anthracite	_____	<input type="checkbox"/> Radiation Facility	_____
<input type="checkbox"/> Deep Mine Safety Operation -Bituminous	_____	<input type="checkbox"/> Residual Waste Operation	_____
<input type="checkbox"/> Deep Mine Safety Operation -Ind Minerals	_____	<input type="checkbox"/> Storage Tank Location	_____
<input type="checkbox"/> Encroachment Location (water, wetland)	_____	<input checked="" type="checkbox"/> Water Pollution Control Facility	_____
<input type="checkbox"/> Erosion & Sediment Control Facility	_____	<input type="checkbox"/> Water Resource	_____
<input type="checkbox"/> Explosive Storage Location	_____	<input type="checkbox"/> Other:	_____

<b>Latitude/Longitude Point of Origin</b>	<b>Latitude</b>			<b>Longitude</b>		
	<b>Degrees</b>	<b>Minutes</b>	<b>Seconds</b>	<b>Degrees</b>	<b>Minutes</b>	<b>Seconds</b>
Flat Road Pump Station	40	3	54	-75	32	21
<b>Horizontal Accuracy Measure</b>	Feet	--or--		Meters		
<b>Horizontal Reference Datum Code</b>	<input type="checkbox"/> North American Datum of 1927 <input type="checkbox"/> North American Datum of 1983 <input type="checkbox"/> World Geodetic System of 1984					
<b>Horizontal Collection Method Code</b>						
<b>Reference Point Code</b>						
<b>Altitude</b>	Feet	347.6	--or--		Meters	
<b>Altitude Datum Name</b>	<input type="checkbox"/> The National Geodetic Vertical Datum of 1929 <input checked="" type="checkbox"/> The North American Vertical Datum of 1988 (NAVD88)					
<b>Altitude (Vertical) Location Datum Collection Method Code</b>						
<b>Geometric Type Code</b>						
<b>Data Collection Date</b>						
<b>Source Map Scale Number</b>	Inch(es)		=	Feet		
	--or--		=	Centimeter(s)		Meters

**PROJECT INFORMATION**

<b>Project Name</b> Flat Road Pump Station			
<b>Project Description</b> This Water Quality Management (WQM) Permit Application is being made for the existing Flat Road Pump Station located in East Whiteland Township in Chester County. No modifications to the existing pump station are proposed.			
<b>Project Consultant Last Name</b> Faulkner	<b>First Name</b> Charles	<b>MI</b>	<b>Suffix</b>
<b>Project Consultant Title</b> Senior Engineer		<b>Consulting Firm</b> Pennoni Associates Inc.	
<b>Mailing Address Line 1</b> 1900 Market Street		<b>Mailing Address Line 2</b> Suite 300	
<b>Address Last Line – City</b> Philadelphia		<b>State</b> PA	<b>ZIP+4</b> 19103
<b>Phone</b> 215-254-2021	<b>Ext</b>	<b>FAX</b>	<b>Email Address</b> cfaulkner@pennoni.com
<b>Time Schedules</b>	<b>Project Milestone (Optional)</b>		

- 1. Is the project located in or within a 0.5-mile radius of an Environmental Justice community as defined by DEP?**  Yes  No

To determine if the project is located in or within a 0.5-mile radius of an environmental justice community, please use the online [Environmental Justice Areas Viewer](#).

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- 2. Have you informed the surrounding community prior to submitting the application to the Department?**  Yes  No

**Method of notification:** \_\_\_\_\_

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- 3. Have you addressed community concerns that were identified?**  Yes  No  N/A

If no, please briefly describe the community concerns that have been expressed and not addressed.

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- 4. Is your project funded by state or federal grants?**  Yes  No

**Note:** If "Yes", specify what aspect of the project is related to the grant and provide the grant source, contact person and grant expiration date.

Aspect of Project Related to Grant  
Grant Source: \_\_\_\_\_  
Grant Contact Person: \_\_\_\_\_  
Grant Expiration Date: \_\_\_\_\_

---

- 5. Is this application for an authorization on Appendix A of the Land Use Policy? (For referenced list, see Appendix A of the Land Use Policy attached to GIF instructions)**  Yes  No

**Note:** If "No" to Question 5, the application is not subject to the Land Use Policy.  
If "Yes" to Question 5, the application is subject to this policy and the Applicant should answer the additional questions in the **Land Use Information** section.

### LAND USE INFORMATION

**Note:** Applicants should submit copies of local land use approvals or other evidence of compliance with local comprehensive plans and zoning ordinances.

<b>1.</b>	<b>Is there an adopted county or multi-county comprehensive plan?</b>	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
<b>2.</b>	<b>Is there a county stormwater management plan?</b>	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
<b>3.</b>	<b>Is there an adopted municipal or multi-municipal comprehensive plan?</b>	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
<b>4.</b>	<b>Is there an adopted county-wide zoning ordinance, municipal zoning ordinance or joint municipal zoning ordinance?</b>	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
<p><b>Note:</b> If the Applicant answers "No" to either Questions 1, 3 or 4, the provisions of the PA MPC are not applicable and the Applicant does not need to respond to questions 5 and 6 below. If the Applicant answers "Yes" to questions 1, 3 and 4, the Applicant should respond to questions 5 and 6 below.</p>					
<b>5.</b>	<b>Does the proposed project meet the provisions of the zoning ordinance or does the proposed project have zoning approval? If zoning approval has been received, attach documentation.</b>	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<b>6.</b>	<b>Have you attached Municipal and County Land Use Letters for the project?</b>	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

### COORDINATION INFORMATION

**Note:** The PA Historical and Museum Commission must be notified of proposed projects in accordance with DEP Technical Guidance Document 012-0700-001 utilizing the [Project Review Form](#).

**If the activity will be a mining project** (i.e., mining of coal or industrial minerals, coal refuse disposal and/or the operation of a coal or industrial minerals preparation/processing facility), respond to questions 1.0 through 2.5 below.

**If the activity will not be a mining project**, skip questions 1.0 through 2.5 and begin with question 3.0.

<b>1.0</b>	<b>Is this a coal mining project?</b> If "Yes", respond to 1.1-1.6. If "No", skip to Question 2.0.	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
<b>1.1</b>	<b>Will this coal mining project involve coal preparation/ processing activities in which the total amount of coal prepared/processed will be equal to or greater than 200 tons/day?</b>	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<b>1.2</b>	<b>Will this coal mining project involve coal preparation/ processing activities in which the total amount of coal prepared/processed will be greater than 50,000 tons/year?</b>	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<b>1.3</b>	<b>Will this coal mining project involve coal preparation/ processing activities in which thermal coal dryers or pneumatic coal cleaners will be used?</b>	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<b>1.4</b>	<b>For this coal mining project, will sewage treatment facilities be constructed and treated waste water discharged to surface waters?</b>	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<b>1.5</b>	<b>Will this coal mining project involve the construction of a permanent impoundment meeting one or more of the following criteria: (1) a contributory drainage area exceeding 100 acres; (2) a depth of water measured by the upstream toe of the dam at maximum storage elevation exceeding 15 feet; (3) an impounding capacity at maximum storage elevation exceeding 50 acre-feet?</b>	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<b>1.6</b>	<b>Will this coal mining project involve underground coal mining to be conducted within 500 feet of an oil or gas well?</b>	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<b>2.0</b>	<b>Is this a non-coal (industrial minerals) mining project?</b> If "Yes", respond to 2.1-2.6. If "No", skip to Question 3.0.	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
<b>2.1</b>	<b>Will this non-coal (industrial minerals) mining project involve the crushing and screening of non-coal minerals other than sand and gravel?</b>	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<b>2.2</b>	<b>Will this non-coal (industrial minerals) mining project involve the crushing and/or screening of sand and gravel with the exception of wet sand and gravel operations (screening only) and dry sand and gravel operations with a capacity of less than 150 tons/hour of unconsolidated materials?</b>	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

2.3	Will this non-coal (industrial minerals) mining project involve the construction, operation and/or modification of a portable non-metallic (i.e., non-coal) minerals processing plant under the authority of the General Permit for Portable Non-metallic Mineral Processing Plants (i.e., BAQ-PGPA/GP-3)?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
2.4	For this non-coal (industrial minerals) mining project, will sewage treatment facilities be constructed and treated waste water discharged to surface waters?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
2.5	Will this non-coal (industrial minerals) mining project involve the construction of a permanent impoundment meeting one or more of the following criteria: (1) a contributory drainage area exceeding 100 acres; (2) a depth of water measured by the upstream toe of the dam at maximum storage elevation exceeding 15 feet; (3) an impounding capacity at maximum storage elevation exceeding 50 acre-feet?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
3.0	Will your project, activity, or authorization have anything to do with a well related to oil or gas production, have construction within 200 feet of, affect an oil or gas well, involve the waste from such a well, or string power lines above an oil or gas well? If "Yes", respond to 3.1-3.3. If "No", skip to Question 4.0.	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
3.1	Does the oil- or gas-related project involve any of the following: placement of fill, excavation within or placement of a structure, located in, along, across or projecting into a watercourse, floodway or body of water (including wetlands)?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
3.2	Will the oil- or gas-related project involve discharge of industrial wastewater or stormwater to a dry swale, surface water, ground water or an existing sanitary sewer system or storm water system? If "Yes", discuss in <i>Project Description</i> .	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
3.3	Will the oil- or gas-related project involve the construction and operation of industrial waste treatment facilities?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
4.0	Will the project involve a construction activity that results in earth disturbance? If "Yes", specify the total disturbed acreage.	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
4.0.1	<b>Total Disturbed Acreage</b>				
4.0.2	Will the project discharge or drain to a special protection water (EV or HQ) or an EV wetland?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
4.0.3	Will the project involve a construction activity that results in earth disturbance in the area of the earth disturbance that are contaminated at levels exceeding residential or non-residential medium-specific concentrations (MSCs) in 25 Pa. Code Chapter 250 at residential or non-residential construction sites, respectively?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
5.0	Does the project involve any of the following: water obstruction and/or encroachment, wetland impacts, or floodplain project by the Commonwealth/political subdivision or public utility? If "Yes", respond to 5.1-5.7. If "No", skip to Question 6.0.	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
5.1	<b>Water Obstruction and Encroachment Projects</b> – Does the project involve any of the following: placement of fill, excavation within or placement of a structure, located in, along, across or projecting into a watercourse, floodway or body of water?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
5.2	<b>Wetland Impacts</b> – Does the project involve any of the following: placement of fill, excavation within or placement of a structure, located in, along, across or projecting into a wetland?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
5.3	<b>Floodplain Projects by the Commonwealth, a Political Subdivision of the Commonwealth or a Public Utility</b> – Does the project involve any of the following: placement of fill, excavation within or placement of a structure, located in, along, across or projecting into a floodplain?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
5.4	Is your project an interstate transmission natural gas pipeline?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

5.5	Does your project consist of linear construction activities which result in earth disturbance in two or more DEP regions AND three or more counties?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
5.6	Does your project utilize Floodplain Restoration as a best management practice for Post Construction Stormwater Management?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
5.7	Does your project utilize Class V Gravity / Injection Wells as a best management practice for Post Construction Stormwater Management?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
6.0	Will the project involve discharge of construction related stormwater to a dry swale, surface water, ground water or separate storm water system?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
6.1	Will the project involve discharge of industrial waste stormwater or wastewater from an industrial activity or sewage to a dry swale, surface water, ground water or an existing sanitary sewer system or separate storm water system?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
7.0	Will the project involve the construction and operation of industrial waste treatment facilities?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
8.0	Will the project involve construction of sewage treatment facilities, sanitary sewers, or sewage pumping stations? If "Yes", indicate estimated proposed flow (gal/day). Also, discuss the sanitary sewer pipe sizes and the number of pumping stations/treatment facilities/name of downstream sewage facilities in the <i>Project Description</i> , where applicable.	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
	<b>8.0.1 Estimated Proposed Flow (gal/day)</b>				
9.0	Will the project involve the subdivision of land, or the generation of 800 gpd or more of sewage on an existing parcel of land or the generation of an additional 400 gpd of sewage on an already-developed parcel, or the generation of 800 gpd or more of industrial wastewater that would be discharged to an existing sanitary sewer system?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
	<b>9.0.1 Was Act 537 sewage facilities planning submitted and approved by DEP? If "Yes" attach the approval letter. Approval required prior to 105/NPDES approval.</b>	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
10.0	Is this project for the beneficial use of biosolids for land application within Pennsylvania? If "Yes" indicate how much (i.e. gallons or dry tons per year).	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
	<b>10.0.1 Gallons Per Year (residential septage)</b> _____				
	<b>10.0.2 Dry Tons Per Year (biosolids)</b> _____				
11.0	Does the project involve construction, modification or removal of a dam? If "Yes", identify the dam.	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
	<b>11.0.1 Dam Name</b>				
12.0	Will the project interfere with the flow from, or otherwise impact, a dam? If "Yes", identify the dam.	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
	<b>12.0.1 Dam Name</b>				
13.0	Will the project involve operations (excluding during the construction period) that produce air emissions (i.e., NOX, VOC, etc.)?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
	<b>13.0.1</b> If "Yes", is the operation subject to the agricultural exemption in 35 P.S. § 4004.1? <input type="checkbox"/> Yes <input type="checkbox"/> No				
	<b>13.0.2</b> If the answer to 13.0.1 is "No", identify each type of emission followed by the estimated amount of that emission. Enter all types & amounts of emissions; separate each set with semicolons.				

<b>14.0</b>	<b>Does the project include the construction or modification of a drinking water supply to serve 15 or more connections or 25 or more people, at least 60 days out of the year? If "Yes", check all proposed sub-facilities.</b>	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
<b>14.0.1</b>	<b>Number of Persons Served</b>	_____			
<b>14.0.2</b>	<b>Number of Employee/Guests</b>	_____			
<b>14.0.3</b>	<b>Number of Connections</b>	_____			
<b>14.0.4</b>	<b>Sub-Fac: Distribution System</b>	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<b>14.0.5</b>	<b>Sub-Fac: Water Treatment Plant</b>	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<b>14.0.6</b>	<b>Sub-Fac: Source</b>	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<b>14.0.7</b>	<b>Sub-Fac: Pump Station</b>	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<b>14.0.8</b>	<b>Sub Fac: Transmission Main</b>	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<b>14.0.9</b>	<b>Sub-Fac: Storage Facility</b>	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<b>15.0</b>	<b>Will your project include infiltration of storm water or waste water to ground water within one-half mile of a public water supply well, spring or infiltration gallery?</b>	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
<b>16.0</b>	<b>Is your project to be served by an existing public water supply? If "Yes", indicate name of supplier and attach letter from supplier stating that it will serve the project.</b>	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
<b>16.0.1</b>	<b>Supplier's Name</b>	_____			
<b>16.0.2</b>	<b>Letter of Approval from Supplier is Attached</b>	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
<b>17.0</b>	<b>Will this project be served by on-lot drinking water wells?</b>	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
<b>18.0</b>	<b>Will this project involve a new or increased drinking water withdrawal from a river, stream, spring, lake, well or other water bod(ies)? If "Yes", reference Safe Drinking Water Program.</b>	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
<b>18.0.1</b>	<b>Source Name</b>	_____			
<b>19.0</b>	<b>Will the construction or operation of this project involve treatment, storage, reuse, or disposal of waste? If "Yes", indicate what type (i.e., hazardous, municipal (including infectious &amp; chemotherapeutic), residual) and the amount to be treated, stored, re-used or disposed.</b>	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
<b>19.0.1</b>	<b>Type &amp; Amount</b>	_____			
<b>20.0</b>	<b>Will your project involve the removal of coal, minerals, contaminated media, or solid waste as part of any earth disturbance activities?</b>	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
<b>21.0</b>	<b>Does your project involve installation of a field constructed underground storage tank? If "Yes", list each Substance &amp; its Capacity. <u>Note</u>: Applicant may need a Storage Tank Site Specific Installation Permit.</b>	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
<b>21.0.1</b>	<b>Enter all substances &amp; capacity of each; separate each set with semicolons.</b>	_____			
<b>22.0</b>	<b>Does your project involve installation of an aboveground storage tank greater than 21,000 gallons capacity at an existing facility? If "Yes", list each Substance &amp; its Capacity. <u>Note</u>: Applicant may need a Storage Tank Site Specific Installation Permit.</b>	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
<b>22.0.1</b>	<b>Enter all substances &amp; capacity of each; separate each set with semicolons.</b>	_____			
<b>23.0</b>	<b>Does your project involve installation of a tank greater than 1,100 gallons which will contain a highly hazardous substance as defined in DEP's Regulated Substances List, 2570-BK-DEP2724? If "Yes", list each Substance &amp; its Capacity. <u>Note</u>: Applicant may need a Storage Tank Site Specific Installation Permit.</b>	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
<b>23.0.1</b>	<b>Enter all substances &amp; capacity of each; separate each set with semicolons.</b>	_____			

24.0 Does your project involve installation of a storage tank at a new facility with a total AST capacity greater than 21,000 gallons?  Yes  No  
If "Yes", list each Substance & its Capacity. **Note:** Applicant may need a Storage Tank Site Specific Installation Permit.

24.0.1 Enter all substances & capacity of each; separate each set with semicolons.

**NOTE:** If the project includes the installation of a regulated storage tank system, including diesel emergency generator systems, the project may require the use of a Department Certified Tank Handler. For a full list of regulated storage tanks and substances, please go to [www.dep.pa.gov](http://www.dep.pa.gov) search term storage tanks

25.0 Will the intended activity involve the use of a radiation source?  Yes  No

**CERTIFICATION**

I certify that I have the authority to submit this application on behalf of the applicant named herein and that the information provided in this application is true and correct to the best of my knowledge and information.

For applicants supplying an EIN number: I am applying for a permit or authorization from the Pennsylvania Department of Environmental Protection (DEP). As part of this application, I will provide DEP with an accurate EIN number for the applicant entity. By filing this application with DEP, I hereby authorize DEP to confirm the accuracy of the EIN number provided with the Pennsylvania Department of Revenue. As applicant, I further consent to the Department of Revenue discussing the same with DEP prior to issuance of the Commonwealth permit or authorization.

Type or Print Name Charles Faulkner  
*Charles Faulkner* Senior Engineer 8/13/2021  
Signature Title Date

## Checklist


 COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF ENVIRONMENTAL PROTECTION

**GENERAL INFORMATION FORM -- AUTHORIZATION APPLICATION  
 APPLICANT'S CHECKLIST**

This final checklist is to assist the applicant in assuring that all requests for responses, contacts, additional documentation, etc. have been addressed. Please check the following list to make sure that you have included all the required information. Failure to provide all of the requested information will delay the processing of the application and may result in the application being placed on hold with no action, or will be considered withdrawn and the application file closed. This applicant's checklist need not be returned to DEP with your completed application.

<b>REQUIREMENTS</b>	
<input checked="" type="checkbox"/>	<b>1. ATTACHMENTS.</b> The completion of the GIF may require the submission of some or all of the following. Where appropriate, include the appropriate attachment(s) with the completed GIF.
<input checked="" type="checkbox"/>	<b>a) Site Information, Written Directions to Site</b> – Attach additional sheets as necessary.
<input checked="" type="checkbox"/>	<b>b) Facility Information, Latitude/Longitude</b> – Attach additional sheets as necessary.
<input checked="" type="checkbox"/>	<b>c) Project Information, Project Description</b> – Attach additional sheets as necessary.
<input type="checkbox"/>	<b>d) Project Information, Time Schedules</b> -- Attach additional sheets as necessary.
<input type="checkbox"/>	<b>e) Land Use Information</b> – Please attached completed County and Municipal Land Use Letters. If County and Municipal Land Use Letters are not included, please attach documentation indicating zoning approval (for early opt-out option), or certified mail receipts indicating that requests for County and Municipal Land Use Letters were sent to the county and municipality. For more information, see GIF Instructions and the Department's Policy for Consideration of Local Comprehensive Plans and Zoning Ordinances in DEP Review of Authorizations for Facilities and Infrastructure – Document ID: 012-0200-001.
<input type="checkbox"/>	<b>f) Coordination Information</b> - If land is disturbed, it may be the applicant's responsibility to also notify the PA Historical and Museum Commission, Bureau of Historic Preservation, 400 North Street, Floor 2, Harrisburg, PA 17120-0093, (717) 787-3362.
	PHMC notification is required for construction activities that have not been exempted under <a href="#">DEP's Policy for PHMC and DEP Coordination During Permit Application Review and Evaluation of Historic Resources</a> :
	For additional information, see Project Review Form instructions to determine whether submission of information to PHMC is required for this permit application.
<input type="checkbox"/>	<b>g) Coordination Information, Question 9.0.1</b> – Attach copy – Act 537 Approval Letter. <u>Note</u> : Approval required prior to 105/NPDES approval.
<input type="checkbox"/>	<b>h) Coordination Information, Question 16.0.2</b> – Attach copy – Public Water Supplier's Agreement Letter to Serve the Project.
<input checked="" type="checkbox"/>	<b>2. CONTACTS MADE.</b> According to information provided in the Coordination Information section, the appropriate DEP office may need to be contacted; as well as some agencies outside DEP. See the Instructions document for appropriate contact per coordination question.
	In addition to contacts referenced above, prior to proceeding with any project, DEP encourages applicants to be in touch with municipal and county governments to get information on and secure, if possible, any local permits or approvals that might be required for the project. By doing so, potential conflicts at the local level can be resolved prior to application submission to DEP.
<input type="checkbox"/>	<b>3. BEFORE YOU DIG -- CONTACT.</b> Pennsylvania One Call System at 1-800-242-1776.
<input checked="" type="checkbox"/>	<b>4. APPLICATION SUBMITTED.</b> Application has been completed and properly signed according to instructions and type codes; and will be submitted to the appropriate DEP office.

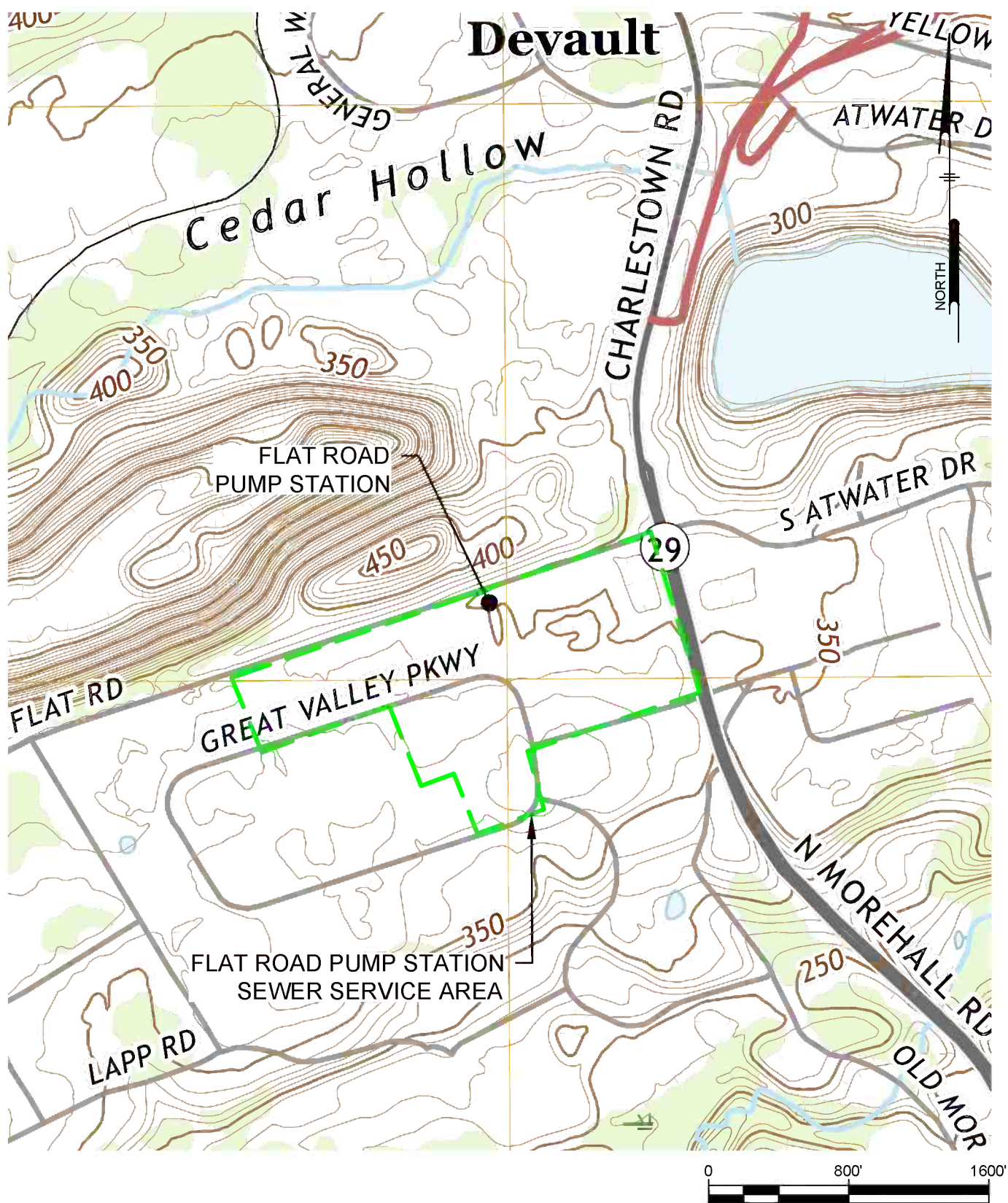


3100 Horizon Drive  
Suite 200  
King of Prussia, PA 19406  
T: 610-277-2402  
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[www.pennoni.com](http://www.pennoni.com)

## Location Map

U:\ACCOUNTS\EWTPX\EWTPX17001 - SALE OF SYSTEM\DOC PREP\FLAT ROAD WDM PERMIT APPLICATION\LOCATION MAP\FLAT ROAD PUMP STATION USGS LOCATION FIGURE.DWG  
 PLOTTED: 8/13/2021 8:20:56 AM, BY: ERIKA ADDISON PLOTSTYLE: PENNONI NCS.STB, PROJECT STATUS: -----



Pennoni Associates Inc.  
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 Landscape Architects

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 T 215.222.3000 • F 215.222.3588

EAST WHITELAND TOWNSHIP  
 CHESTER COUNTY, PA

LOCATION MAP  
 FLAT ROAD PUMP STATION  
 GREAT VALLEY CORPORATE CENTER  
 25/27 GREAT VALLEY PARKWAY  
 MALVERN, PA 19355

DRAWING NO.  
 1

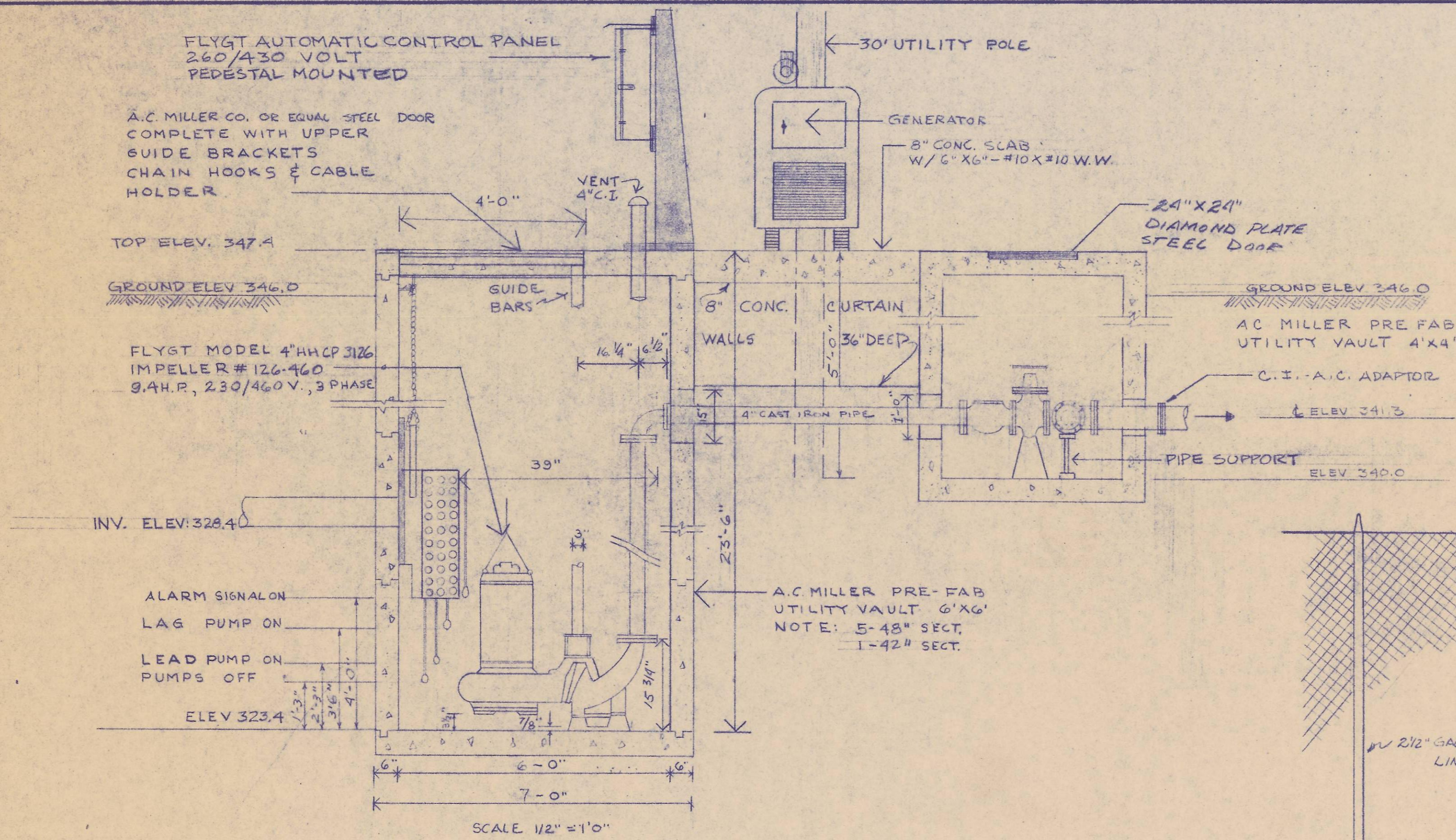
DRAWN BY: EA	CHECKED BY: CF	PROJECT NO.
SCALE: 1"=800'	DATE: 2021-08-13	EWTPX17001



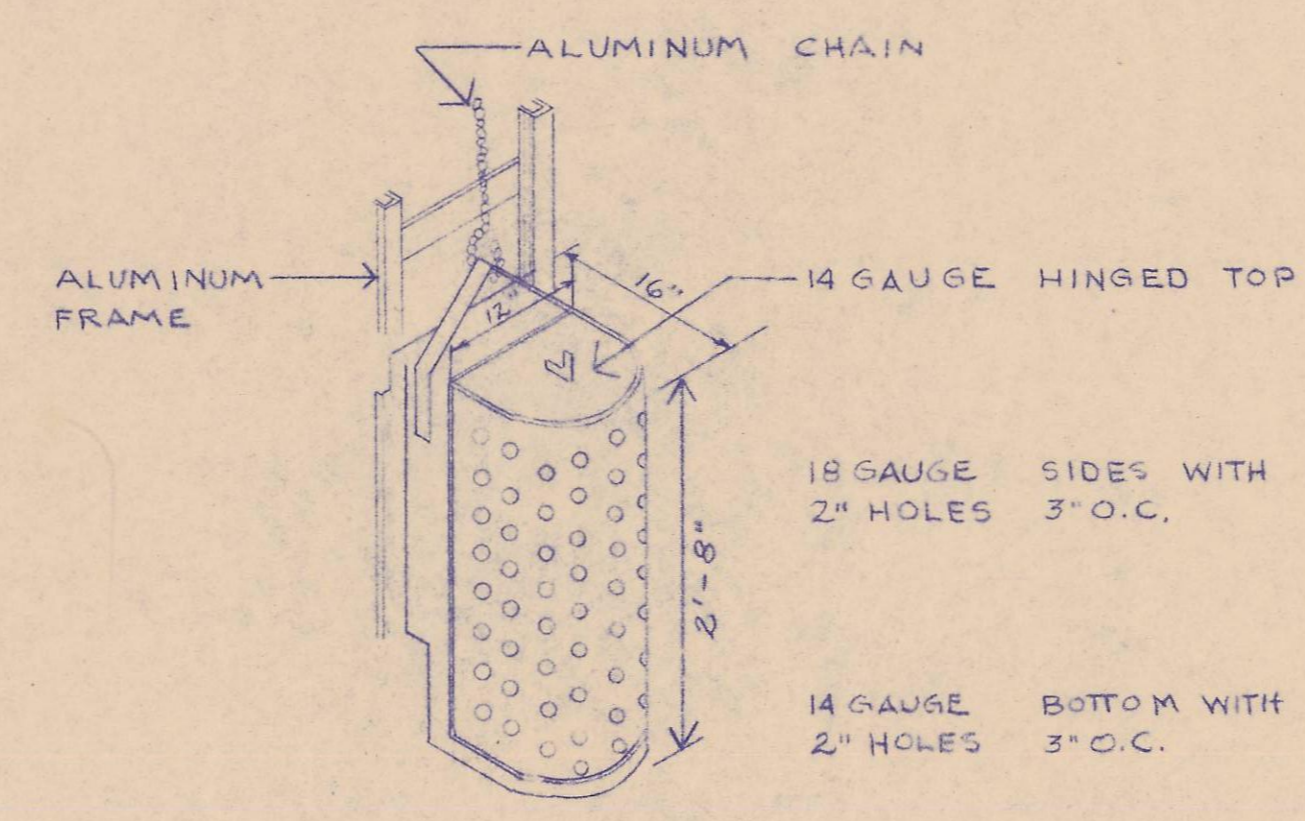
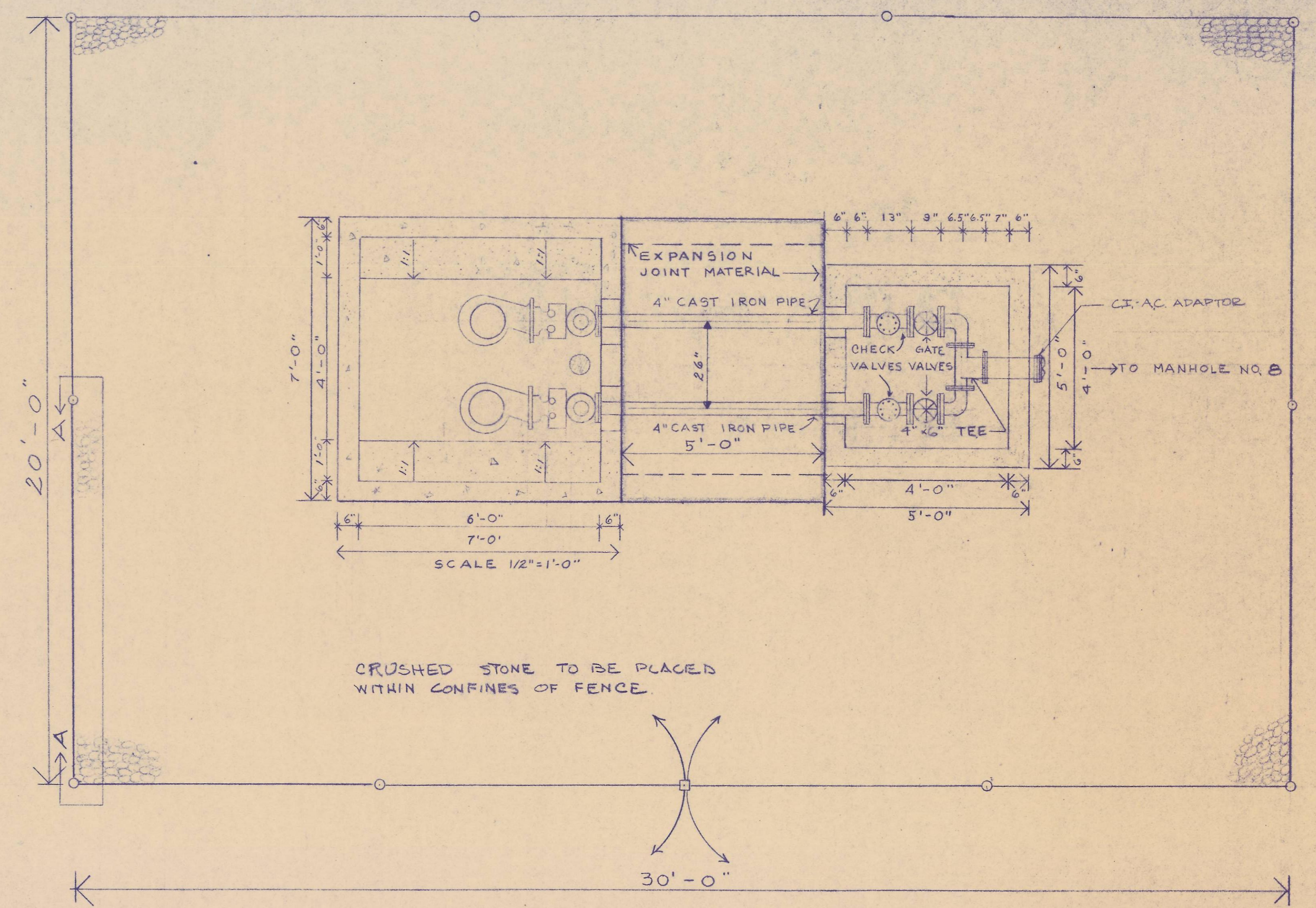
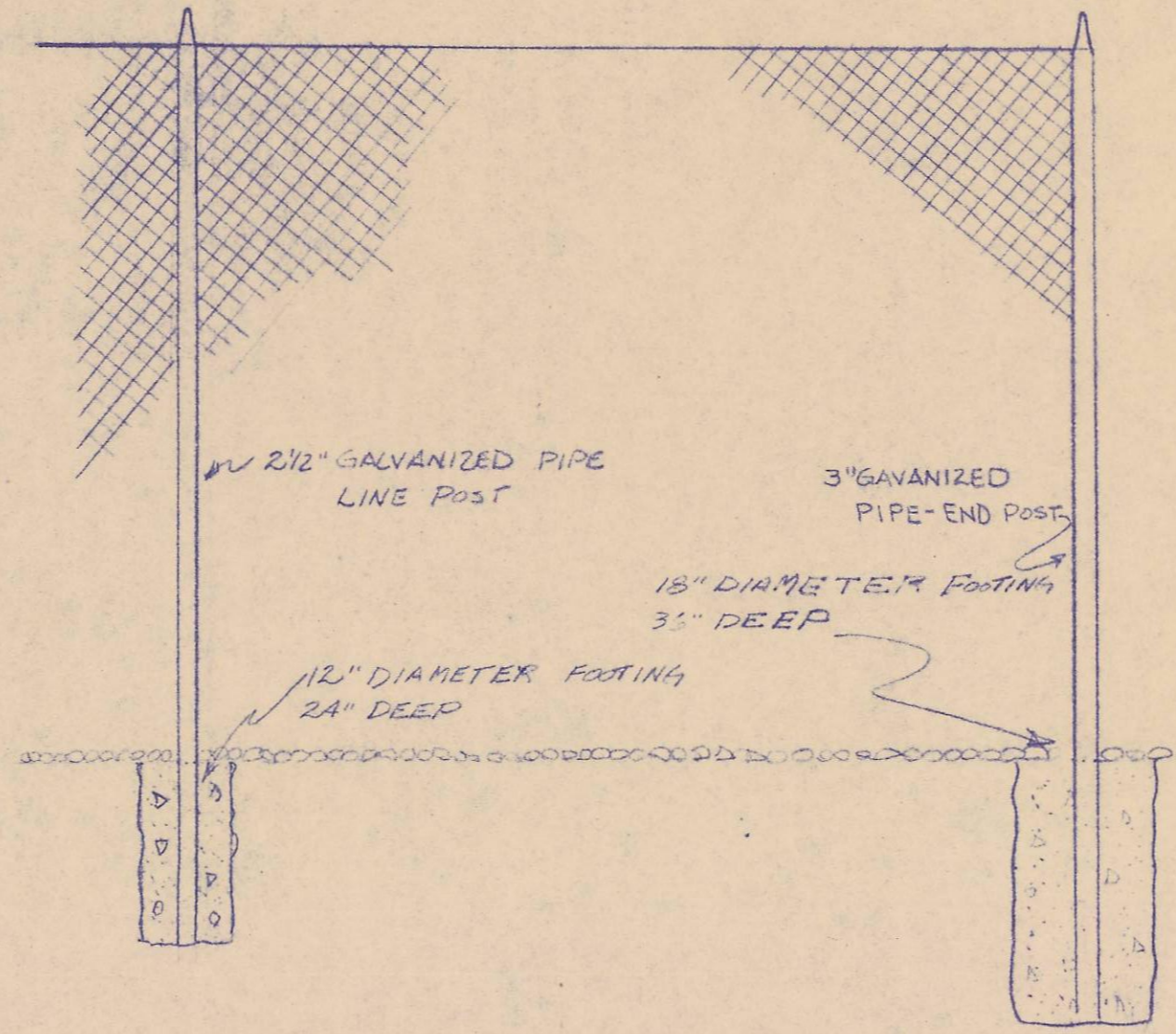

3100 Horizon Drive  
Suite 200  
King of Prussia, PA 19406  
T: 610-277-2402  
F: 610-277-7449

[www.pennoni.com](http://www.pennoni.com)

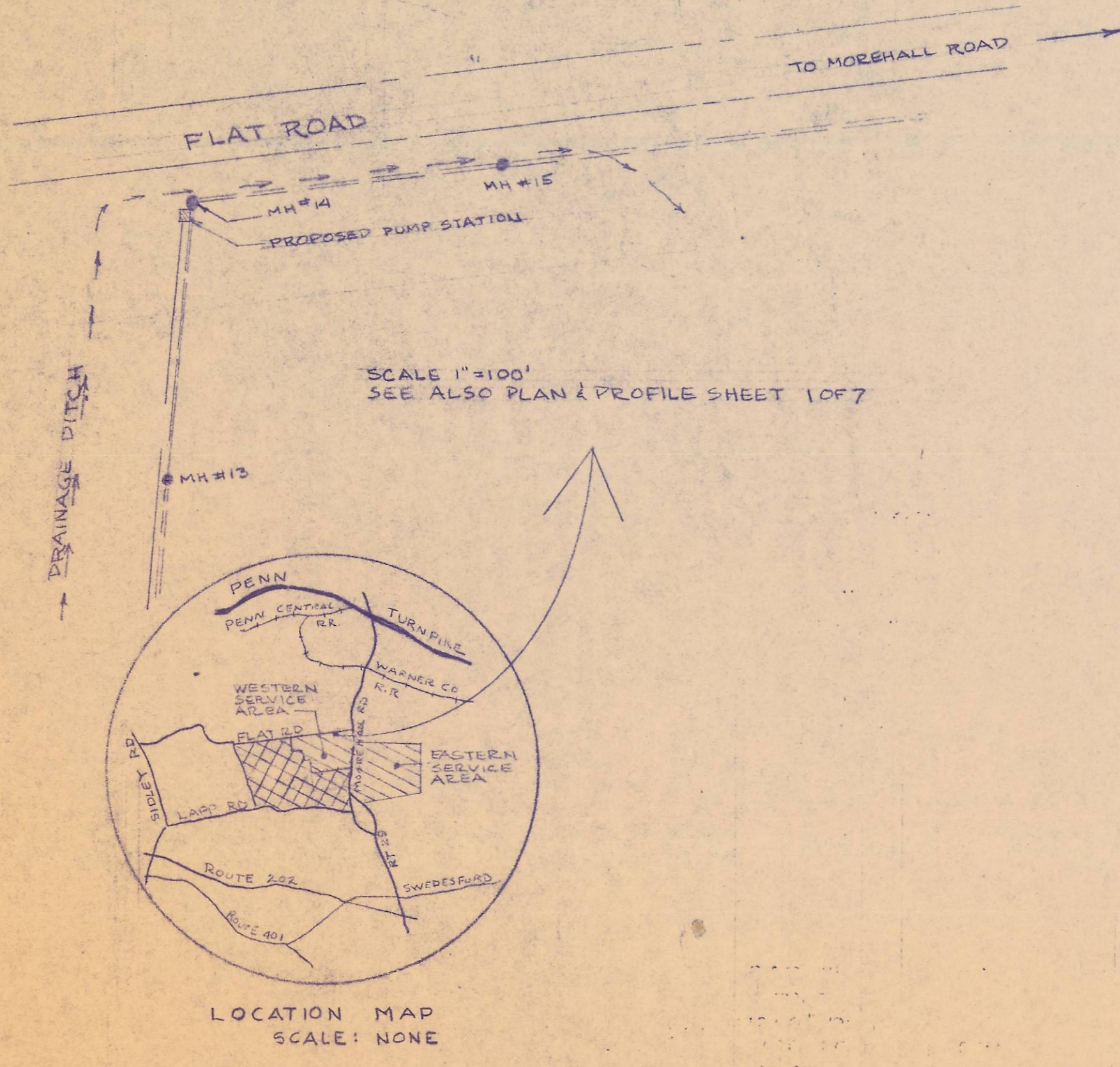
## Design Information



NOTE:  
VOLTAGE RATING OF MOTOR AND AUTOMATIC CONTROL CENTER TO BE DEPENDENT UPON ELECTRICAL POWER AVAILABILITY AT PROJECT SITE.



ALUMINUM BASKET STRAINER

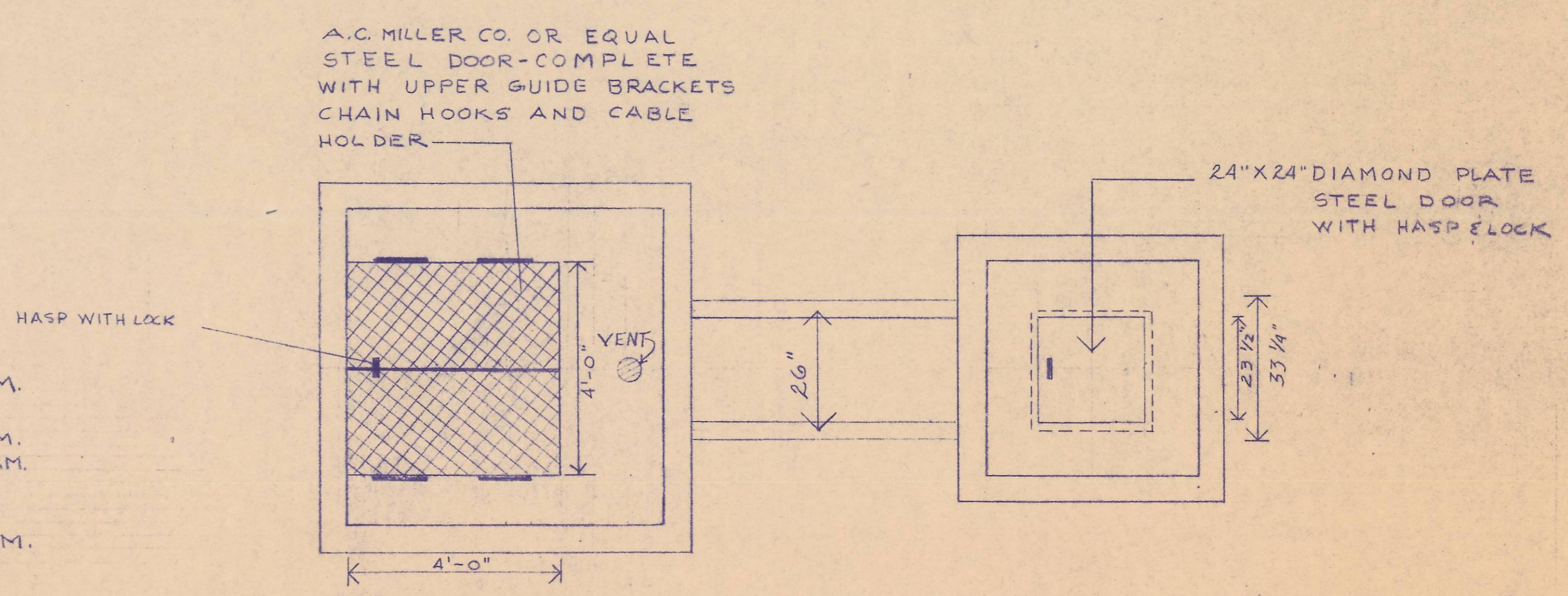


PUMP DESIGN DATA

EASTERN SITE - SERVICE AREA 48 AC.  
FLOW (2.5 PEAK) 50 PERS/AC @ 15 GAL/PERS/HOUR DAY 1875 G.P.M.  
WESTERN SITE - SERVICE AREA 40 AC.  
FLOW (2.5 PEAK) 30 PERS/AC @ 35 GAL/PERS/1/6 HOUR DAY 109.4 G.P.M.  
PUMP CAPACITY REQ'D FOR PEAK FLOW 2787.9 G.P.M.

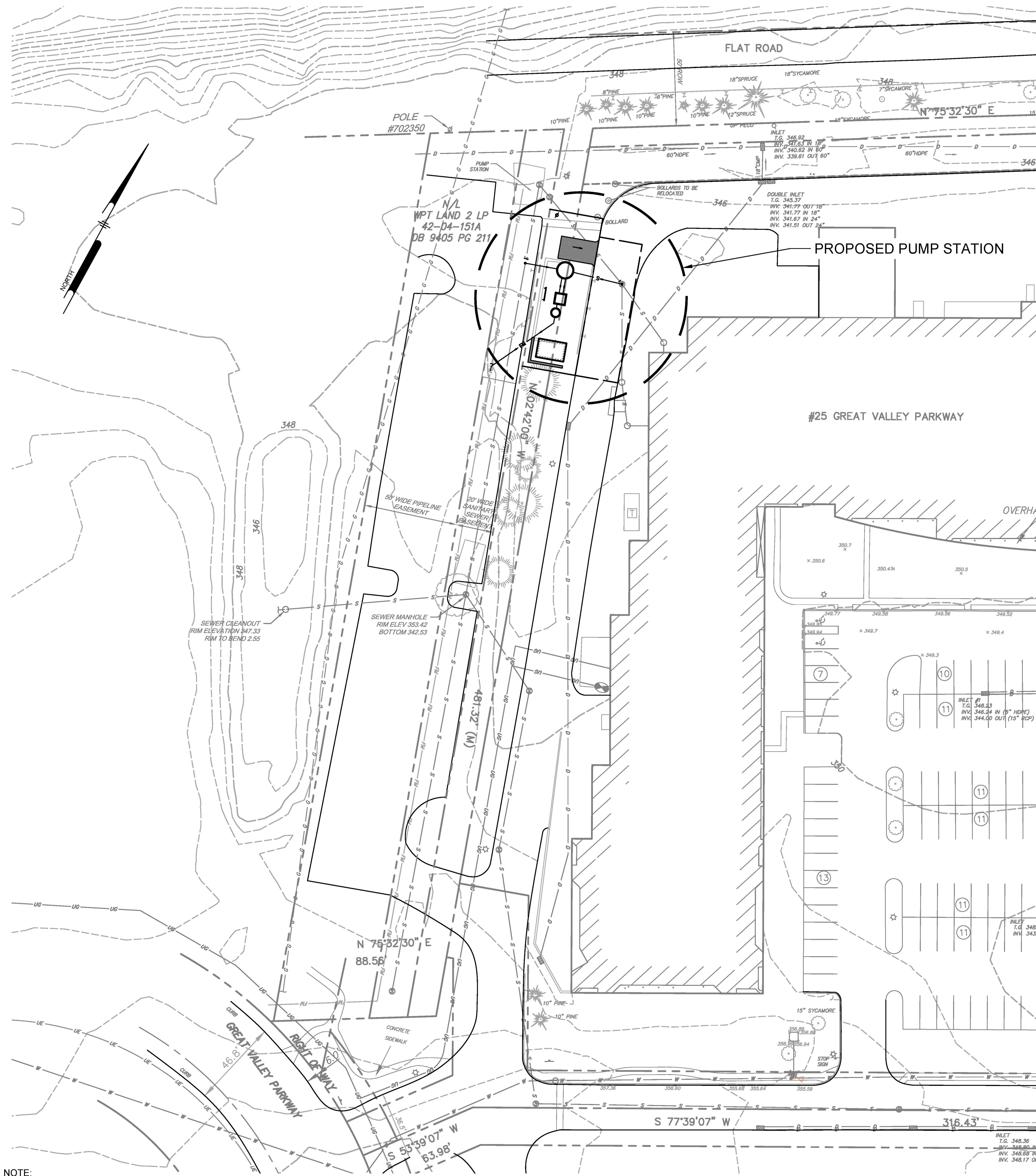
PUMP CAPABILITY 300 G.P.M.  
TOTAL DYNAMIC HEAD 53 FT.

PUMPS - 2 FLYGT MODEL 4" H.H. CP 3126  
IMPELLER 126-460  
9.4 H.P. AT 1750 RPM  
3 PHASE, 60 CYCLE, 230/460 VOLTS

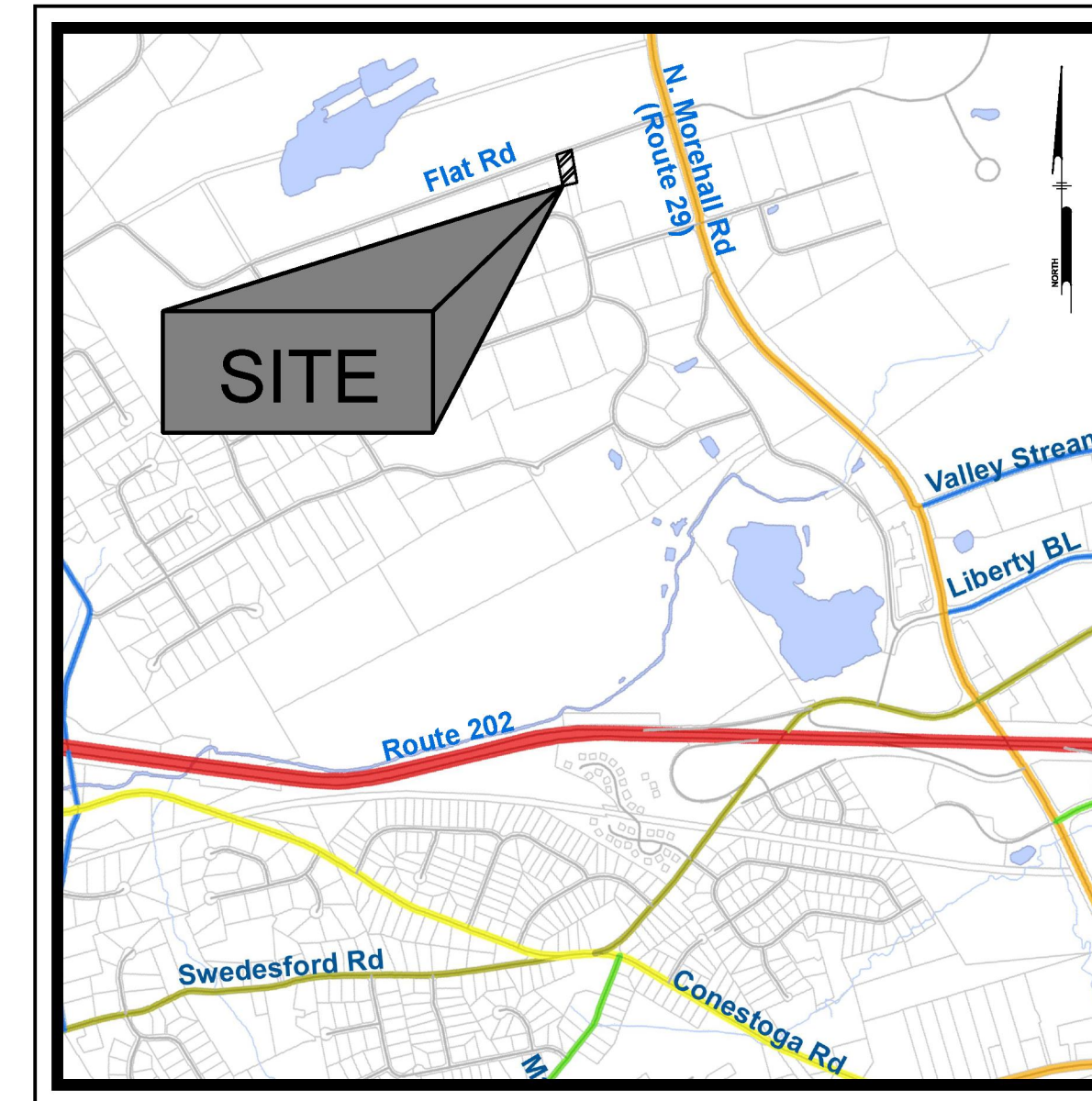


PLAN OF COVERS

REVISIONS	
1	ISSUED FOR PERMITS
2	FOR CONSTRUCTION
3	FOR RECORD



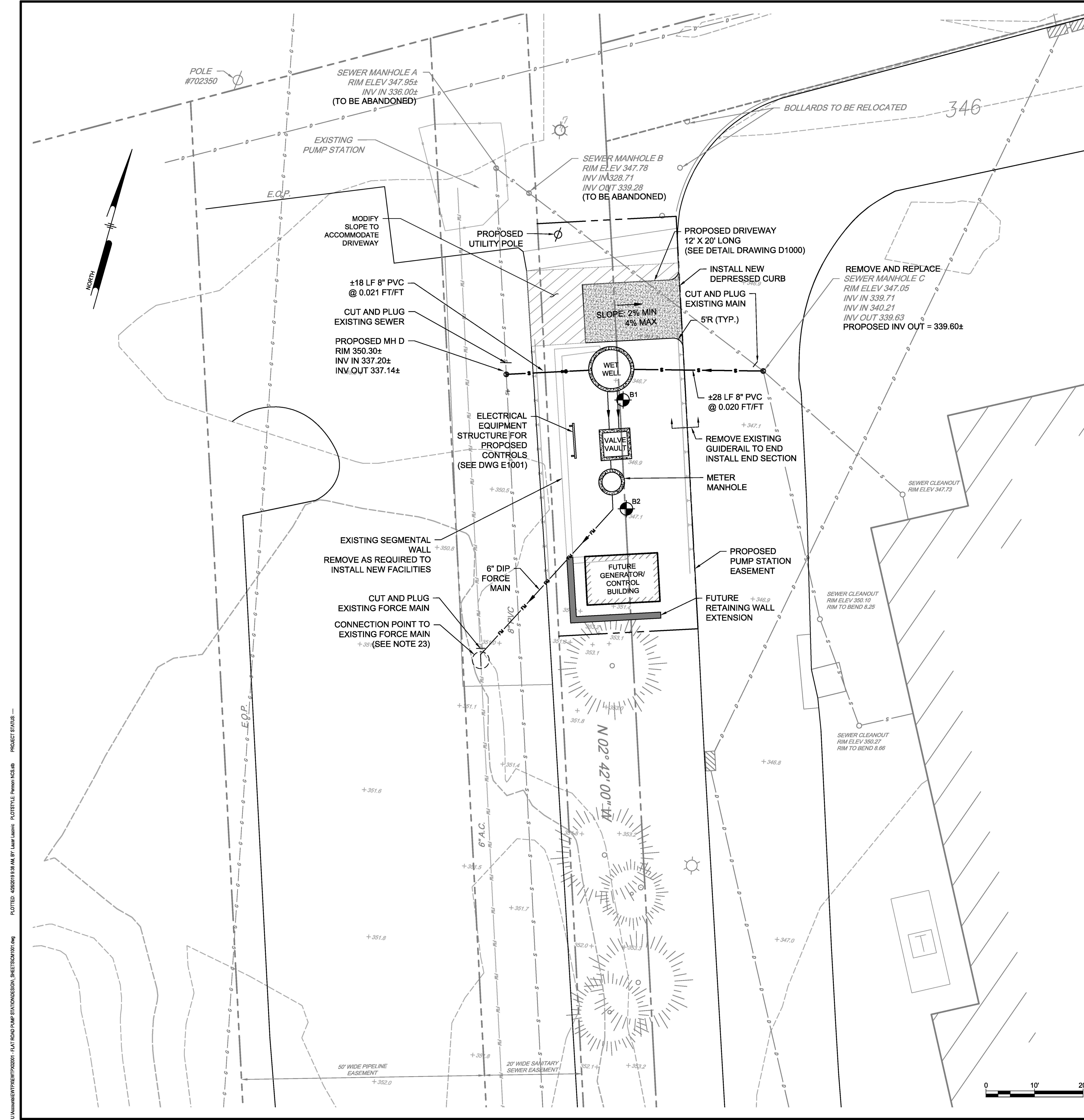
NOTE:  
 BASE PLAN FROM:  
 "PRELIMINARY/FINAL LAND DEVELOPMENT PLAN FOR BUILDING 9 AND 26"  
 GREAT VALLEY CORPORATE CENTER  
 EAST WHITELAND TOWNSHIP - CHESTER COUNTY - PENNSYLVANIA  
 ISSUED: NOVEMBER 30, 2018  
 REVISED: FEBRUARY 1, 2019  
 CVE PROJECT #201819-1000



**LOCATION MAP**  
 Scale: 1" = 1500'

LIST OF DRAWINGS		
DRAWING NO.	TITLE	DATE
CM0001	OVERALL SITE PLAN	4/17/2019
CM1001	DETAILED SITE PLAN	4/17/2019
CM1002	PLAN, SECTION, AND NOTES	4/17/2019
D1000	DETAILS	4/17/2019
E1001	ELECTRICAL SITE PLAN AND DETAILS	4/17/2019
E1002	ELECTRICAL NOTES	4/17/2019

TEST BORING LOG		TEST BORING B-1
DEPTH	DESCRIPTION	REMARKS
0' - 1' 00"	Gravel	
1' 00" - 1' 60"	FLL Brown to Tan Brown SILT, some F Sand, best gravel	
1' 60" - 2' 00"	Gravel	
2' 00" - 2' 30"	Gravel	
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70' 90" - 71' 00"	Gravel	
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71' 60" - 71' 90"	Gravel	
71		



- NOTES:**
1. THE CONTRACTOR'S OPERATIONS MUST NOT INTERFERE WITH THE NORMAL COURSE OF BUSINESS OF THE ADJACENT PROPERTY OWNERS.
  2. CONTRACTOR WILL BE RESPONSIBLE FOR ALL COORDINATION WITH THE TOWNSHIP AND ADJACENT PROPERTY OWNERS.
  3. ALL CONTRACTORS WORKING ON THIS PROJECT SHALL COMPLY WITH REQUIREMENTS PROVIDED IN PENNSYLVANIA'S UNDERGROUND UTILITY LINE PROTECTION ACT 287 (1974) AS AMENDED BY ACT 121 (2008).
  4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE PENNSYLVANIA ONE CALL SYSTEM (PHONE: 1-800-242-1776) THREE WORKING DAYS IN ADVANCE OF ANY EXCAVATION FOR THE MARK-OUT OF THE LOCATION OF UTILITIES AND NOTIFICATION OF COMMENCEMENT OF WORK. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL UTILITY MARKINGS WITHIN THE PROJECT LIMITS FOR THE DURATION OF THE PROJECT. IF UTILITY MARKINGS ARE OBLITERATED, THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING PA ONE CALL FOR MARK-OUT.
  5. CONTRACTOR IS CAUTIONED TO PROTECT ALL STRUCTURES AND FACILITIES IMMEDIATELY ADJACENT TO THE EXCAVATION AREA. ANY DAMAGE TO STRUCTURES SHALL BE REPAIRED BY CONTRACTOR AT THEIR OWN COST.
  6. LOCATIONS AND SIZES OF STRUCTURES AND UNDERGROUND FACILITIES ARE SHOWN ONLY FOR GENERAL INFORMATION AND GUIDANCE. CONTRACTOR IS RESPONSIBLE TO CHECK AND VERIFY GRADES, DIMENSIONS, AND ALL OTHER EXISTING CONDITIONS BEFORE THE START OF CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE CONSTRUCTION.
  7. CONTRACTOR WILL MAKE EXPLORATION EXCAVATIONS AND LOCATE EXISTING UNDERGROUND FACILITIES A MINIMUM OF THREE (3) WEEKS PRIOR TO CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY. NOTIFY ENGINEER AND TOWNSHIP IMMEDIATELY IF ANY DISCREPANCIES IN UTILITY LINE LOCATIONS ARE FOUND.
  8. SHEETING AND SHORING IS TO EXTEND AROUND ENTIRE PERIMETER OF ALL EXCAVATIONS AS REQUIRED AND SHALL BE INCLUDED IN THE PRICE BID FOR APPROPRIATE ITEMS. ALL EXCAVATIONS SHALL COMPLY WITH CURRENT OSHA REGULATIONS.
  9. CONTRACTOR SHALL DISPOSE OF EXCESS SOIL, WASTE MATERIAL, AND OTHER DEBRIS IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL RULES AND REGULATIONS.
  10. CONTRACTOR IS RESPONSIBLE FOR DEWATERING OF ALL EXCAVATIONS FOR THE DURATION OF THE WORK.
  11. PRECAST CONCRETE SHALL MEET OR EXCEED THE REQUIREMENTS SET FORTH IN ASTM, ACI, AND PADOT.
  12. THE STRUCTURAL DESIGN AND ANTI-FLOTATION CALCULATIONS FOR ALL STRUCTURES SHALL BE PROVIDED BY THE PRECAST CONCRETE MANUFACTURER AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE COMMONWEALTH OF PENNSYLVANIA.
  13. ALL PRECAST STRUCTURES SHALL MEET THE FOLLOWING THREE (3) CONDITIONS:
    - ANTI-FLOTATION WITH GROUNDWATER AT GRADE, MINIMUM FACTOR OF SAFETY = 1.5
    - H-20 LOADING ON TOP WITH GROUNDWATER AT GRADE
    - H-20 LOADING ADJACENT TO STRUCTURE WITH GROUNDWATER AT GRADE
  14. ALL MANHOLES AND THE WET WELL STRUCTURE SHALL HAVE THE FOLLOWING COATING APPLIED:
    - INTERIOR: NSF APPROVED EPOXY, 20-MIL THICKNESS (MIN.), WHITE
    - EXTERIOR: BITUMASTIC COATING, 20-MIL THICKNESS (MIN.), COLOR: BLACK
  15. ALL JOINTS SHALL BE SEALED WITH 1/2" BUTYL SEALANT (DOUBLE LAYER SEALANT).
  16. ELEVATION OF ALL PENETRATIONS INTO THE WET WELL (WITH THE EXCEPTION OF THOSE IN THE TOP SLAB) SHALL BE DETERMINED AFTER INSTALLATION. PENETRATIONS SHALL BE CORE DRILLED. "LINK SEAL" GASKET OR APPROVED EQUAL SHALL BE INSTALLED.
  17. ENGINEER MUST CONFIRM ADEQUACY OF SUBGRADE PRIOR TO INSTALLATION OF ANY STONE FOUNDATION BELOW THE TANKS.
  18. STRUCTURAL BACKFILL SHALL BE INSTALLED FOR THE ENTIRE DEPTH OF EXCAVATION BETWEEN ALL STRUCTURES AND UNDER ALL PROPOSED PIPES FOR A MINIMUM OF 5- FEET EITHER SIDE OF THE CENTERLINE OF THE PIPE. STRUCTURAL BACKFILL SHALL BE PENNDOT 2A STONE, RECYCLED CONCRETE OR OTHER MATERIAL APPROVED BY THE TOWNSHIP.
  19. ALL BACKFILL SHALL BE COMPACTED TO A MINIMUM OF 98% OF THE MATERIALS MAXIMUM DRY DENSITY.
  20. ALL GRAVITY SEWER SHALL BE 8-INCH SDR-35 PIPE. ALL DUCTILE IRON PIPE SHALL BE CLASS 52 PUSH-ON OR FLANGED JOINT. UNLESS OTHERWISE INDICATED, ALL STEEL COMPONENTS, ANCHORS, AND FASTENERS SHALL BE 304 STAINLESS STEEL.
  21. AREAS DISTURBED BY THE CONTRACTOR SHALL BE RESTORED TO THE ORIGINAL CONDITION (OR BETTER) PRIOR TO CONSTRUCTION.
  22. PIPES SHALL BE UNIFORMLY SLOPED BETWEEN POINTS OF GIVEN ELEVATIONS.
  23. CONTRACTOR SHALL LOCATE AND DOCUMENT EXISTING FORCE MAIN AT PROPOSED CONNECTION POINT PRIOR TO INSTALLATION OF NEW FORCE MAIN. NEW FORCE MAIN TO BE INSTALLED AT A UNIFORM SLOPE FROM THE METER MANHOLE TO THE CONNECTION POINT. ADDITIONAL BENDS TO ACCOMMODATE VERTICAL ALIGNMENT AT CONNECTION POINT WILL NOT BE PERMITTED.
  24. PROVIDE LENGTH OF SPOOL PIECES REQUIRED TO SUIT FIELD CONDITIONS.
  25. PIPING SHALL BE LAID OUT USING STANDARD FITTINGS.
  26. ALL BURIED YARD PIPING SHALL BE RESTRAINED AS SPECIFIED.
  27. CONCRETE THRUST BLOCKS REQUIRED AT ALL TEES, BENDS, AND FITTINGS ARE TO BE MINIMUM 4000 PSI CONCRETE. MATERIAL MUST BE SUPPLIED FROM APPROVED READY-MIX SUPPLIER AND DEPOSITED FROM SUPPLIER'S READY-MID TRUCK.
  28. EXISTING SEGMENTAL RETAINING WALL TO BE RECONSTRUCTED BY OTHERS.

**PENNONI ASSOCIATES, INC.**  
1900 Market Street, Suite 300  
Philadelphia, PA 19103  
T 215.222.3000 F 215.222.3588

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK

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**FLAT ROAD PUMP STATION**  
GREAT VALLEY CORPORATE CENTER  
25727 GREAT VALLEY PARKWAY  
MALVERN, PA 19355

**DETAILED SITE PLAN**  
EAST WHEATLAND TOWNSHIP  
208 CONESTOGA ROAD  
FRAZER, PA 19355

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ISSUED FOR BIDDING		REVISIONS	
DATE	NO.	DATE	NO.
4/25/19			

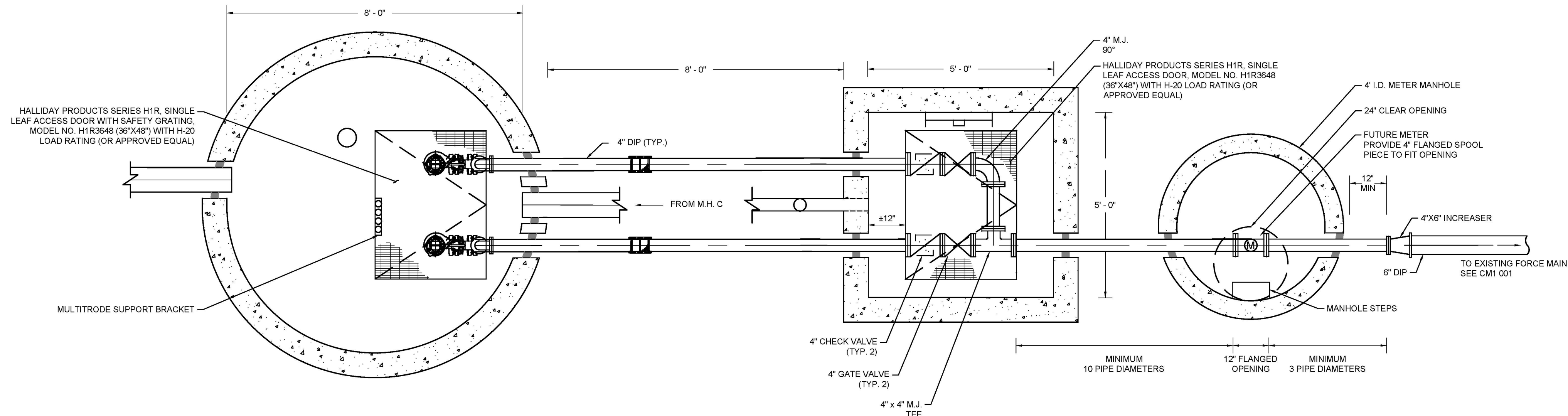
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ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES, AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

PROJECT	EWTPX02001
DATE	2019-02-27
DRAWING SCALE	1"=10'
DRAWN BY	JWS
APPROVED BY	CF

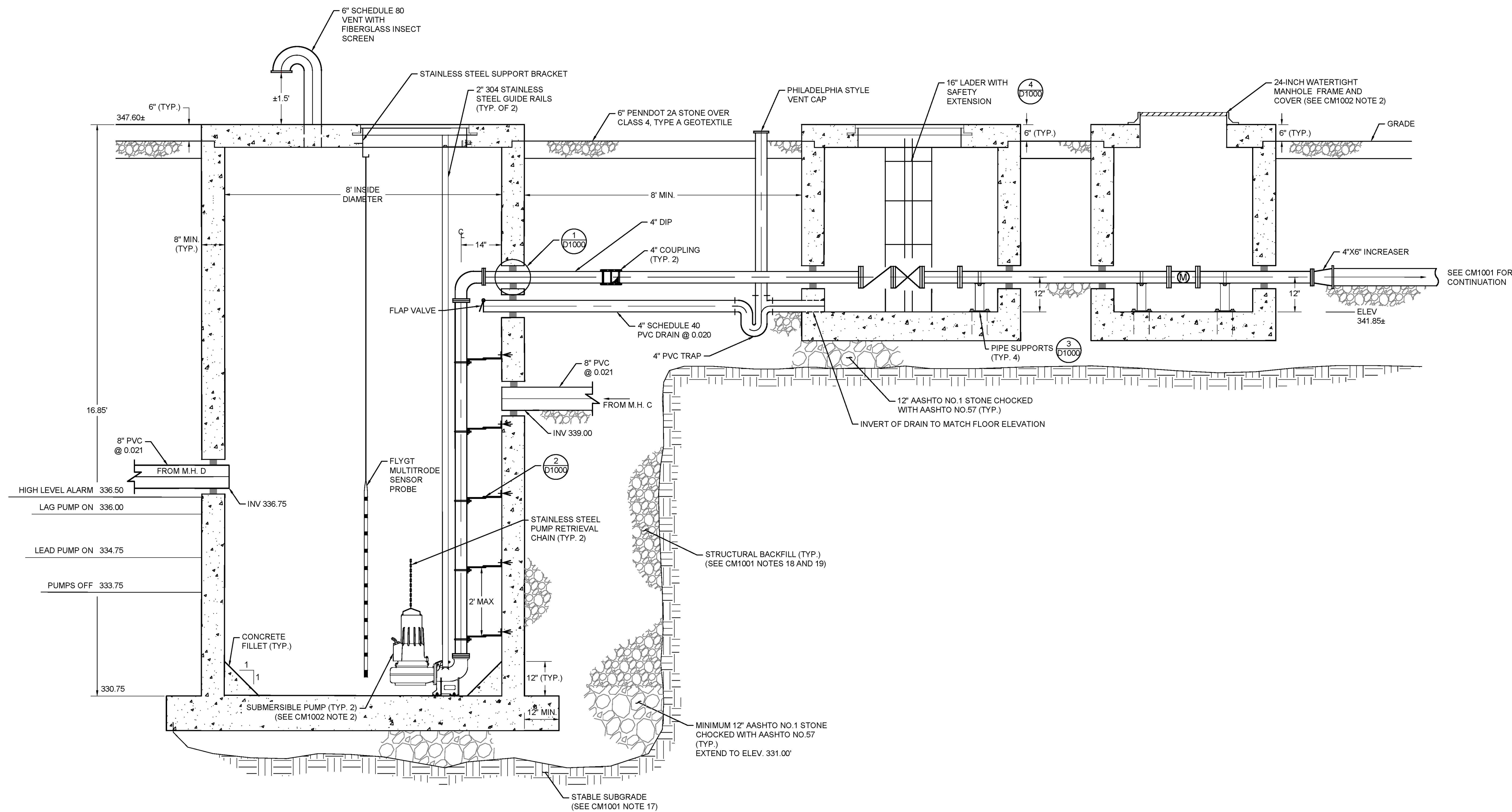
CM1001

SHEET 2 OF 6



PLAN

1/2" = 1'



SECTION

1/2" = 1'



NOTES:

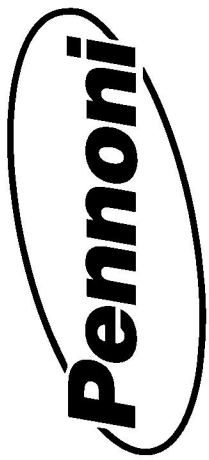
- CONTRACTOR SHALL PROVIDE SHOP DRAWINGS/PRODUCT SUBMITTALS FOR ALL MATERIAL TO BE INSTALLED. MATERIAL SHALL NOT BE ORDERED UNTIL APPROVED SUBMITTALS ARE APPROVED BY TOWNSHIP.
  - THE TOWNSHIP WILL SUPPLY THE FOLLOWING COMPONENTS:
    - WET WELL & VALVE VAULT STRUCTURES & LADDER
    - METER MANHOLE & GRAVITY MANHOLES C & D & FRAMES & COVERS
    - PUMPS (2 EA. PROVIDED)
      - MODEL: FLYGT MODEL NP-3153HT
      - H.P.: 18 HP
      - ELECTRICAL: 230 VOLT, 3-PHASE, 1755 RPM
      - CAPACITY: 247 GPM @ 90 TDH
      - DISCHARGE SIZE: 4-INCH
    - PUMP BASE ELBOWS
      - FLYGT BASE ELBOWS COMPATIBLE WITH THE ABOVE PUMPS
    - FLYGT PUMP CONTROL PANEL
    - AUTO DIALER
    - LEVEL CONTROL:
      - FLYGT MULTITRODE SENSOR PROBE. SHALL INCLUDE: MOUNTING BRACKET, 10-SENSOR PROBE AND 50' CABLE.
    - ACCESS HATCHES
      - HALLIDAY PRODUCTS, SERIES H1R 36" X 48", RATED FOR H2O LOADING. HATCH FOR WET WELL TO BE SUPPLIED WITH SAFETY GRATING.
    - M.H. CASTINGS
      - EAST JORDAN IRON WORKS PRODUCT NO. 00104510 (FRAME)
      - NO. 0D104479S01 (COVER). SEE DETAIL DWG D1001.
      - CASTING ON MANHOLES C AND D TO BE STANDARD MANHOLE FRAME AND COVER w/24-INCH CLEAR OPENING.
- ALL COMPONENTS WILL BE DELIVERED TO THE SITE. CONTRACTOR IS RESPONSIBLE FOR INSPECTION OF ALL COMPONENTS, NOTIFICATION TO THE TOWNSHIP OF ANY DAMAGE AND/OR MISSING ITEMS, STORAGE, HANDLING, AND INSTALLATION.

3. NEW MATERIAL TO BE PROVIDED:

THE FOLLOWING ARE ACCEPTABLE MANUFACTURERS/MODEL NUMBERS FOR THE VARIOUS COMPONENTS TO BE SUPPLIED BY THE CONTRACTOR:

- GATE VALVES: RESILIENT SEAT VALVES COMPLYING WITH ANSI/AWWA C509, UL AND FM APPROVED AND CERTIFIED TO ANSI/NSF 61. APPROVED MFGs: METROSEAL 250 (U.S. PIPE & FOUNDRY), APPROVED EQUAL
  - CHECK VALVES: SWING TYPE WITH EXPOSED LEVER AND WEIGHT CONFORMING TO AWWA C508. APPROVED MFGs: MILLIKEN CCNE MODEL 8001, APPROVED EQUAL
  - FLAP VALVE: STAINLESS STEEL RESILIENT SEAT WALL RELIEF VALVE MANUFACTURED BY TROY VALVE COMPANY, PART NO. A2580-CSS, 4-INCH DIAMETER OR APPROVED EQUAL
  - COUPLINGS: HYMAX 2 COUPLING BY KRAUSZ OR APPROVED EQUAL
  - ELECTRICAL: UTILITY POLE - 30' HIGH, CLASS 2
- ALL COMPONENTS TO CONSTRUCT THE ELECTRICAL EQUIPMENT STRUCTURE AND JUNCTION BOX/DISCONNECT ASSEMBLY @ WET WELL.
- METER SOCKET, ALL DISCONNECT SWITCHES, PANELBOARDS, CIRCUIT BREAKERS, SWITCHES, RECEPTACLES, LIGHTING AND ALL OTHER COMPONENTS INDICATED ON THE ELECTRICAL PLAN.
- ALL CONDUIT, WIRE, GROUNDING COMPONENTS, CONNECTORS, SEALS AND OTHER COMPONENTS REQUIRED TO COMPLETE THE WORK IN ACCORDANCE WITH THE PLAN AND ALL APPLICABLE CODES.
- ALL COMPONENTS SHALL BE U.L. LISTED.

- ALL PENETRATIONS INTO THE WET WELL WITH THE EXCEPTION OF THOSE IN THE TOP SLAB SHALL BE DETERMINED AFTER INSTALLATION. PENETRATIONS SHALL BE CORE DRILLED. A 'LINK SEAL' GASKET (OR APPROVED EQUAL) SHALL BE INSTALLED.



PENNONI ASSOCIATES, INC.  
1900 Market Street, Suite 300  
Philadelphia, PA 19103  
T 215.222.3000 F 215.222.3568

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK

FLAT ROAD PUMP STATION  
GREAT VALLEY CORPORATE CENTER  
25727 GREAT VALLEY PARKWAY  
MALVERN, PA 19355

PLAN, SECTION, AND NOTES

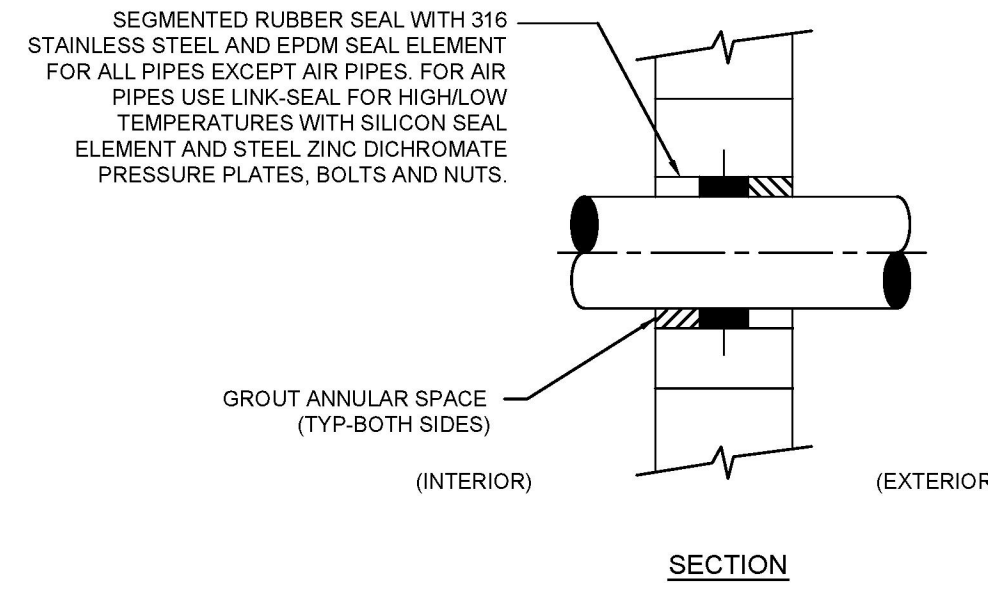
EAST WHELAN TOWNSHIP  
208 CONESTOGA ROAD  
FRAZER, PA 19355

NO.	DATE	ISSUED FOR BIDDING	BY
1	4/25/19		CF

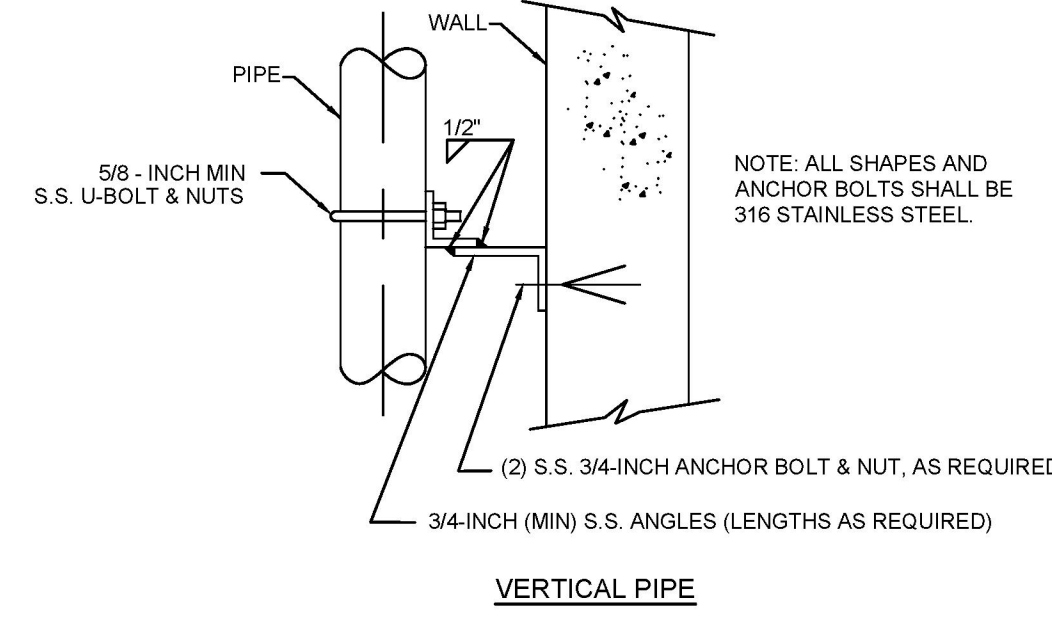
ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

PROJECT	EWTPX02001
DATE	2019-03-12
DRAWING SCALE	1"=2'
DRAWN BY	JWS
APPROVED BY	CF

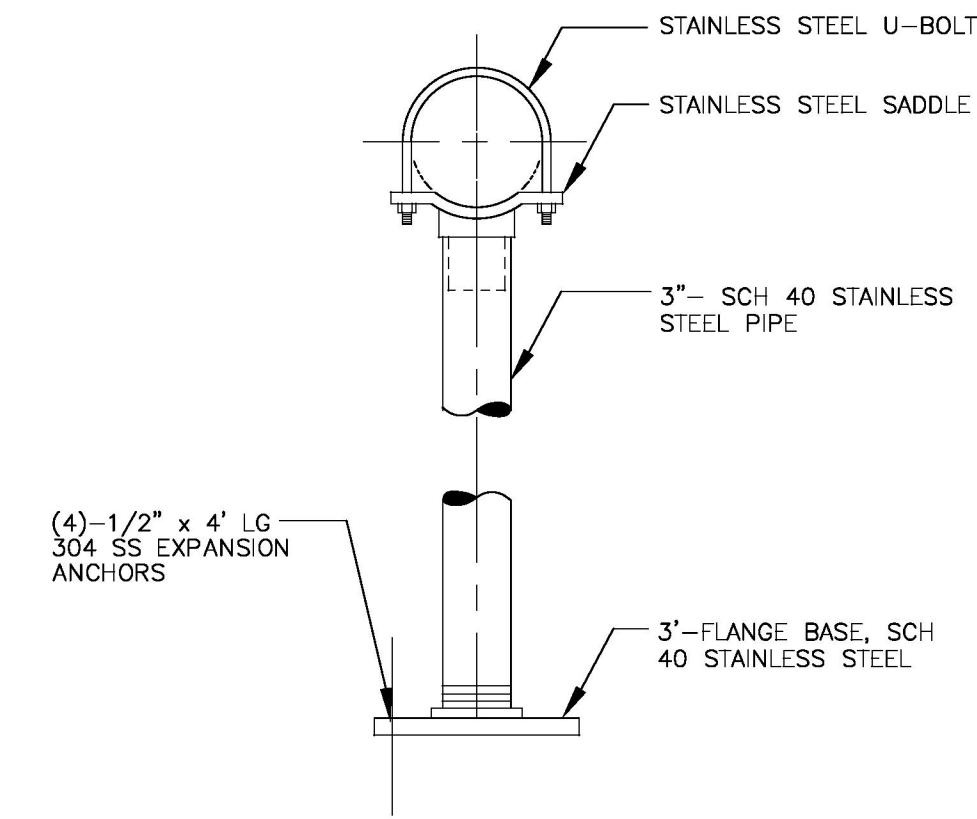
**CM1002**



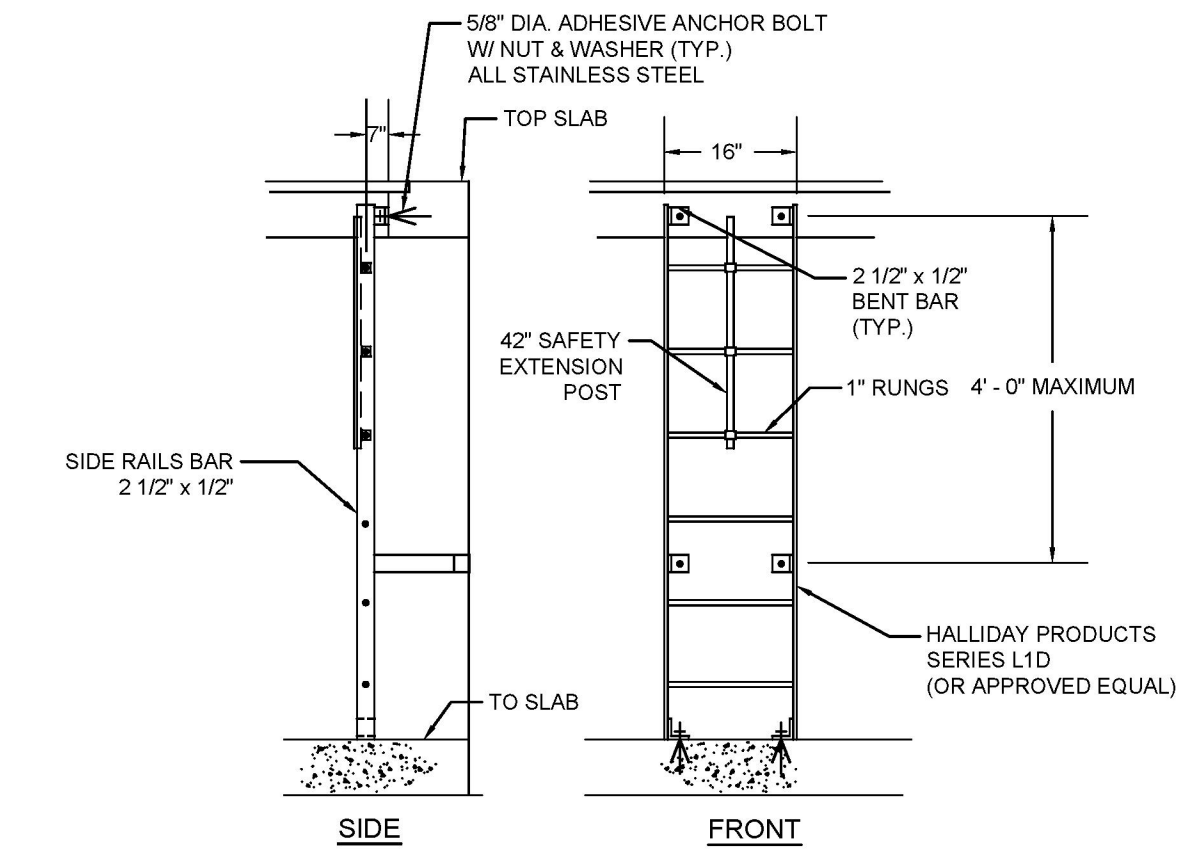
1 RUBBER SEGMENTED WALL PIPE CONNECTION  
D1000 N.T.S.



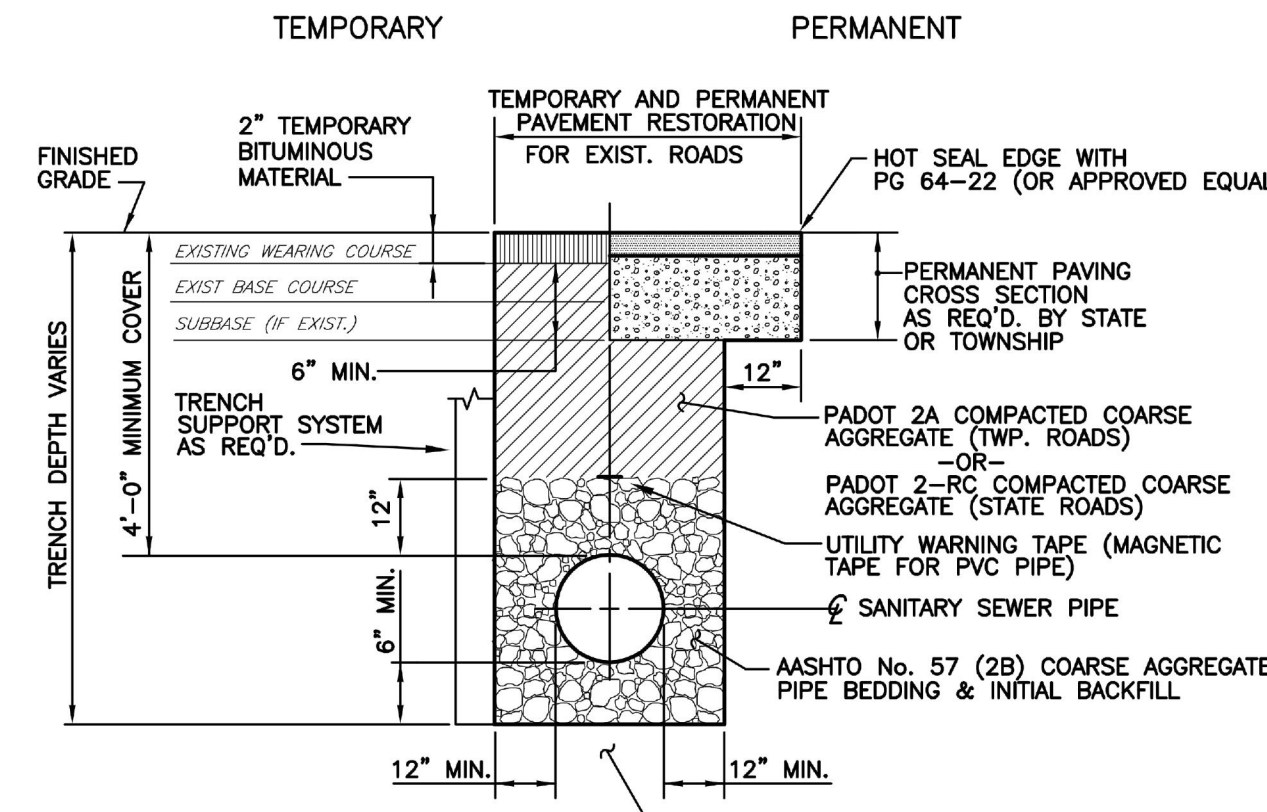
2 TYPICAL PIPE SUPPORT DETAIL  
D1000 N.T.S.



3 PIPE STANCHION SADDLE SUPPORT  
D1000 N.T.S.



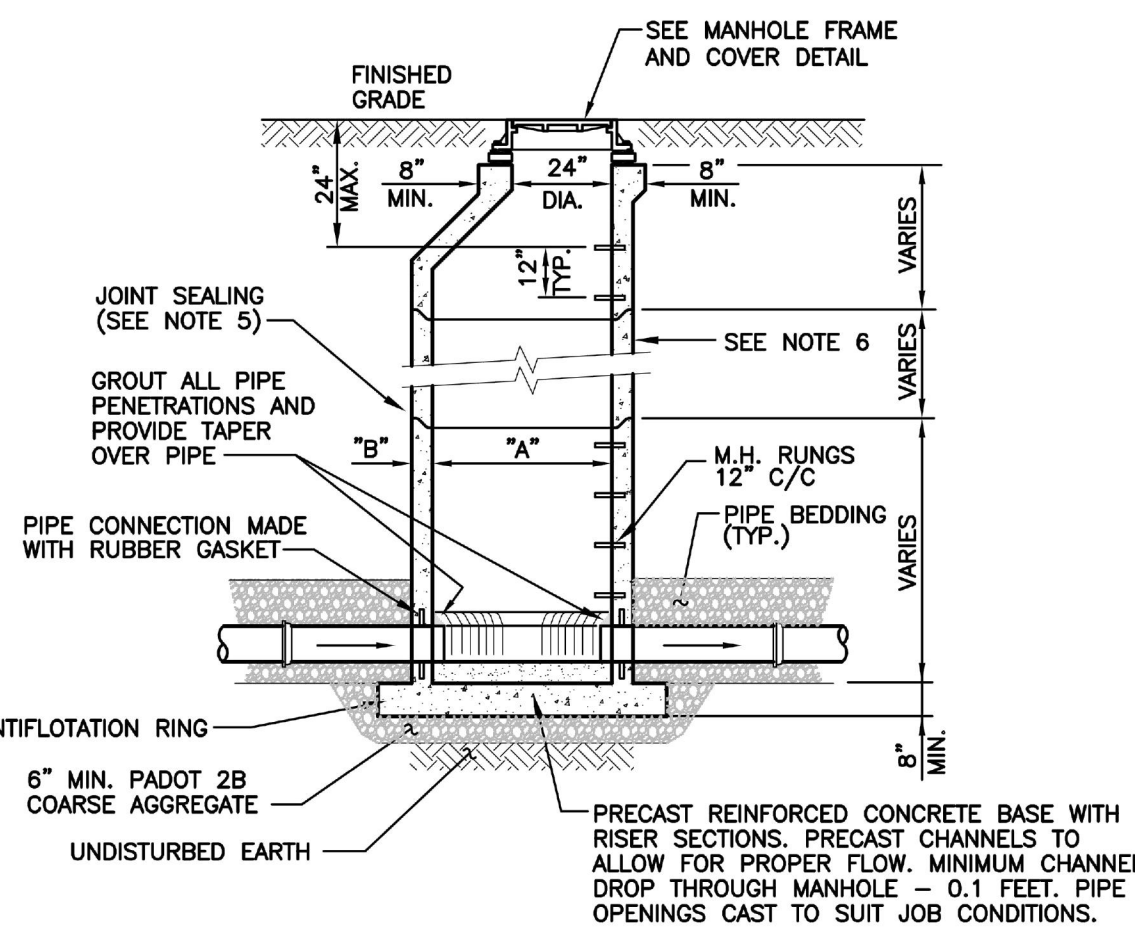
4 ALUMINUM LADDER  
D1000 N.T.S.



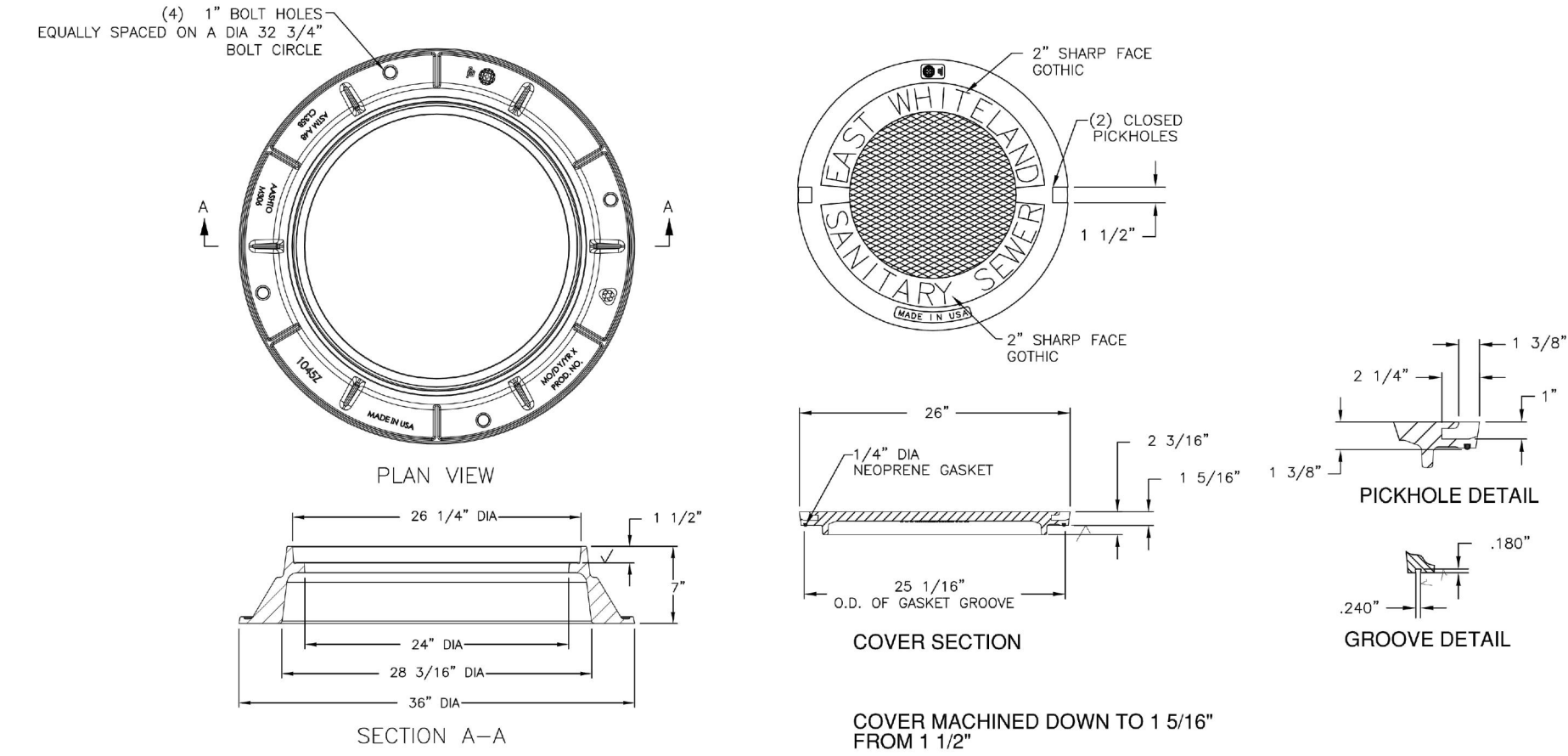
- NOTES:
1. PROVIDE TRENCH SUPPORT SYSTEM AS REQ'D. FOR EXCAVATION PROTECTION & TO ALLOW FOR REQ'D. COMPACTION.
  2. CONTRACTOR SHALL BE RESPONSIBLE FOR DEWATERING TRENCHES, IF REQ'D., BEFORE PLACEMENT OF BEDDING MATERIAL.
  3. FOR STATE ROADS, ABOVE SPECIFICATIONS ARE SUBJECT TO CHANGE. DESIGN & CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE HIGHWAY OCCUPANCY PERMIT ISSUED BY PADOT FOR THE SPECIFIC PROJECT.
  4. A MINIMUM HALF CARTWAY-WIDTH MILL & OVERLAY IS REQUIRED. FOR FACILITIES LOCATED IN THE ROAD CENTERLINE, A FULL CARTWAY-WIDTH MILL & OVERLAY SHALL BE REQUIRED.

5 TRENCH RESTORATION  
D1000 N.T.S.

- NOTES:
1. ADJUST TO GRADE WITH CONCRETE GRADE RINGS (MAXIMUM VERTICAL ADJUSTMENT 6"). SEE FRAME & COVER DETAILS.
  2. MECHANICALLY VIBRATED PRECAST CONCRETE SHALL CONFORM TO A.S.T.M. SPEC. C-478.
  3. FOR MANHOLES WHERE TOP OF RIM TO INVERT DISTANCE IS LESS THAN 5'-0". USE FLAT TOP MANHOLE IN LIEU OF CONE TOP.
  4. FILL ALL LIFTING HOLES WITH NON-SHRINK GROUT.
  5. PROVIDE 2 RINGS OF PREFORMED BUTYL RUBBER SEALING COMPOUND (INSIDE & OUTSIDE) AT ALL MANHOLE JOINTS.
  6. COAT INTERIOR WITH NSF APPROVED EPOXY; 20-MIL DFT & EXTERIOR WITH BITUMASTIC, 20-MIL DFT. INTERIOR COLOR: WHITE. EXTERIOR COLOR: BLACK.



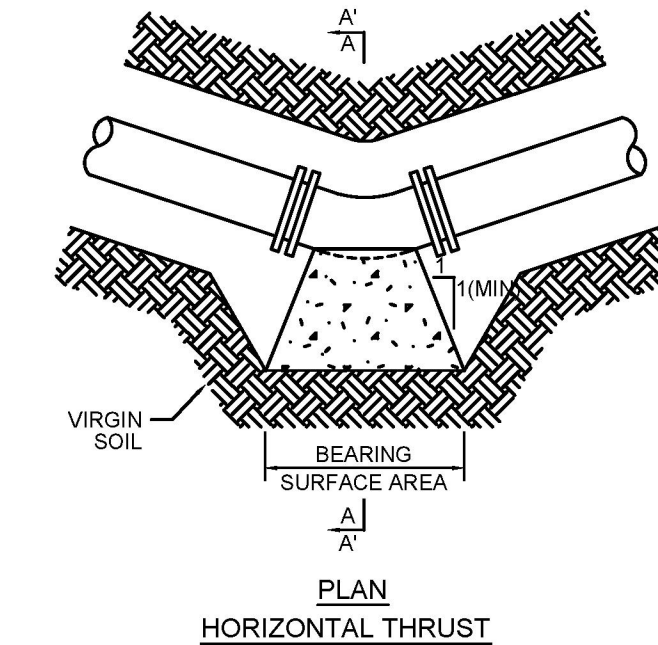
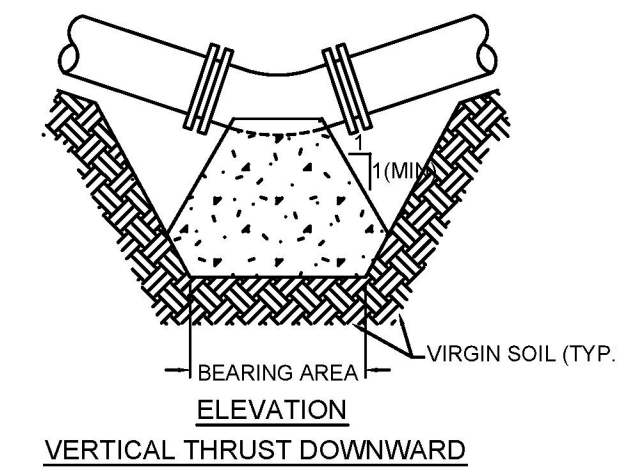
6 PRECAST MANHOLE  
D1000 N.T.S.



7 MANHOLE FRAME AND COVER  
D1000 N.T.S.

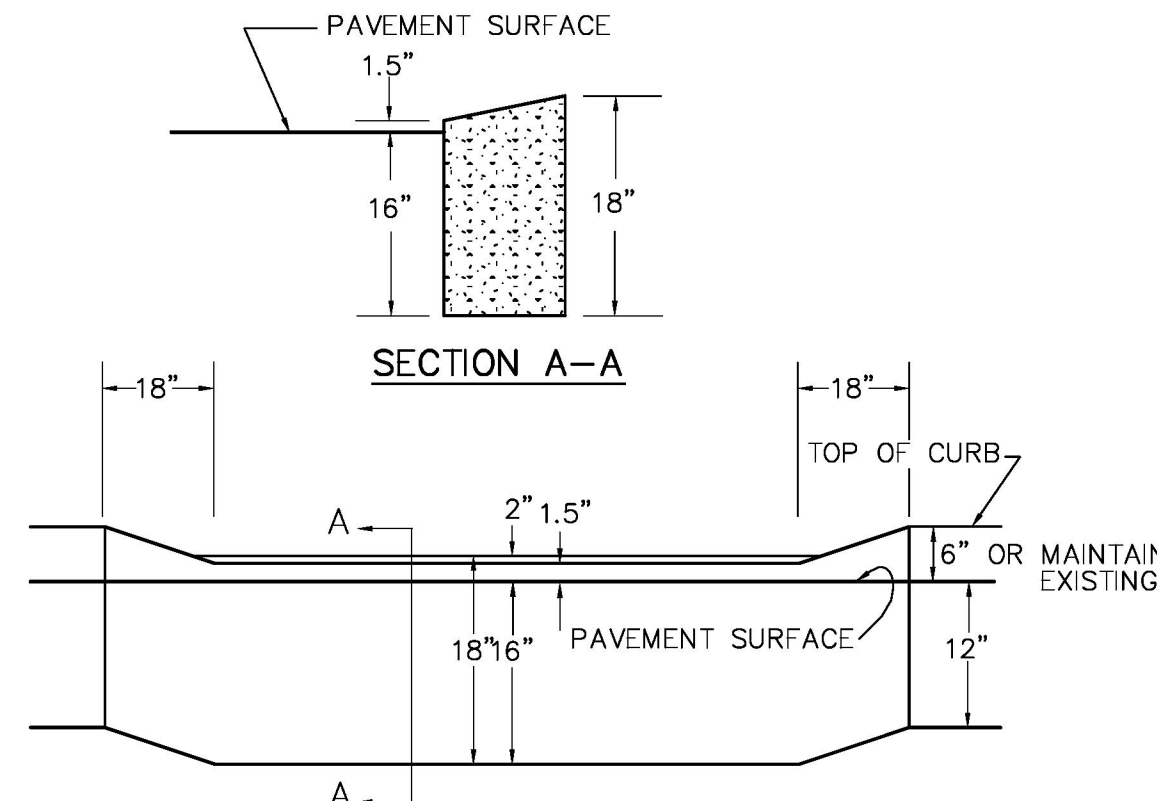
PIPE SIZES	ALLOWABLE LOAD * TON/SQ. FT.	DEGREE OF BEND OR DEFLECTION **														
		3" AND 4"				6" AND 8"				10" AND 12"						
TYPE OF BEARING MATERIAL		11.25	22.5	45	90	D.E.	11.25	22.5	45	90	D.E.	11.25	22.5	45	90	D.E.
SAND	0.75	1.0	1.0	1.0	1.8	1.3	2.2	2.2	3.8	7.1	5.0	2.8	4.4	8.7	16.0	11.3
SOFT CLAY	1	1.0	1.0	1.0	1.3	1.0	2.2	2.2	2.9	5.3	3.8	2.8	3.3	6.5	12.0	8.5
SAND & GRAVEL	2	1.0	1.0	1.0	1.0	1.0	2.2	2.2	2.7	2.2	2.8	2.8	3.2	6.0	4.2	
CLAY	4	1.0	1.0	1.0	1.0	1.0	2.2	2.2	2.2	2.2	2.8	2.8	2.8	3.0	2.8	
SOFT ROCK	5	1.0	1.0	1.0	1.0	1.0	2.2	2.2	2.2	2.2	2.8	2.8	2.8	2.8	2.8	
ROCK	15	1.0	1.0	1.0	1.0	1.0	2.2	2.2	2.2	2.2	2.8	2.8	2.8	2.8	2.8	

NOTES: \* ADJUST ALLOWABLE BEARING PRESSURE BASED ON FIELD CONDITIONS. BEARING AREAS ARE TO BE ADJUSTED ACCORDINGLY. (ALLOWANCES MUST BE MADE FOR SATURATED SOILS.)  
\*\* D.E. DENOTES DEAD END AND APPLIES AT TEES AND PLUGS.

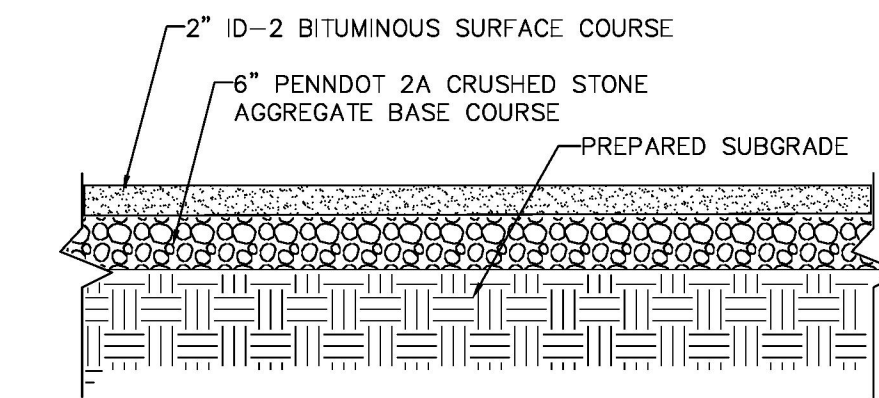


- NOTES:
1. CONCRETE TO HAVE 3,000 P.S.I. MINIMUM 28 DAY COMPRESSIVE STRENGTH.
  2. REINFORCING STEEL TO BE ASTM A-775, GRADE 60, EPOXY COATED DEFORMED BARS.
  3. COVER ALL FITTINGS AND JOINTS WITH POLYETHYLENE FILM BEFORE PLACING CONCRETE.
  4. COVER ALL EXPOSED FERROUS SURFACES WITH TWO COATS EPOXY, APPLIED PER MFG'S RECOMMENDATIONS.
  5. CONCRETE MUST BEAR AGAINST VIRGIN SOIL.
  6. KEEP CONCRETE CLEAR OF JOINTS AND LUGS.
  7. FORM UNSUPPORTED AREAS OF CONCRETE.

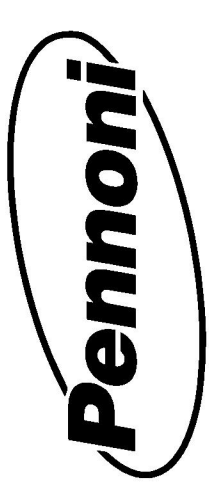
8 THRUST BLOCKS FOR HORIZONTAL AND VERTICAL DOWNWARD THRUSTS 150 PSIG  
D1000 N.T.S.



9 DEPRESSED CURB  
D1000 N.T.S.



10 DRIVEWAY PAVEMENT DETAIL  
D1000 N.T.S.



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T 215.222.3000 F 215.222.3568

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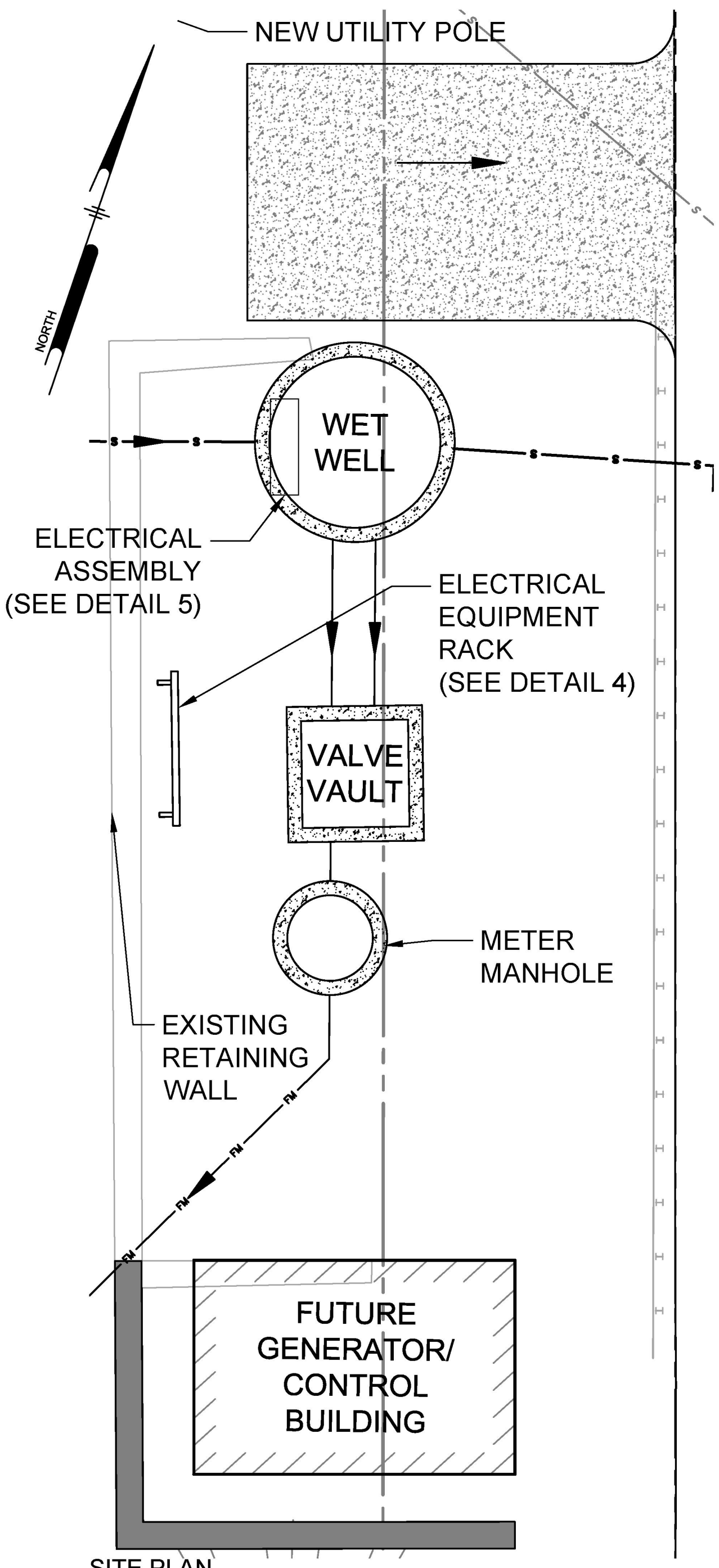
FLAT ROAD PUMP STATION  
GREAT VALLEY CORPORATE CENTER  
25/27 GREAT VALLEY PARKWAY  
MALVERN, PA 19355

EAST WHITELAND TOWNSHIP  
208 CONESTOGA ROAD  
FRAZER, PA 19355

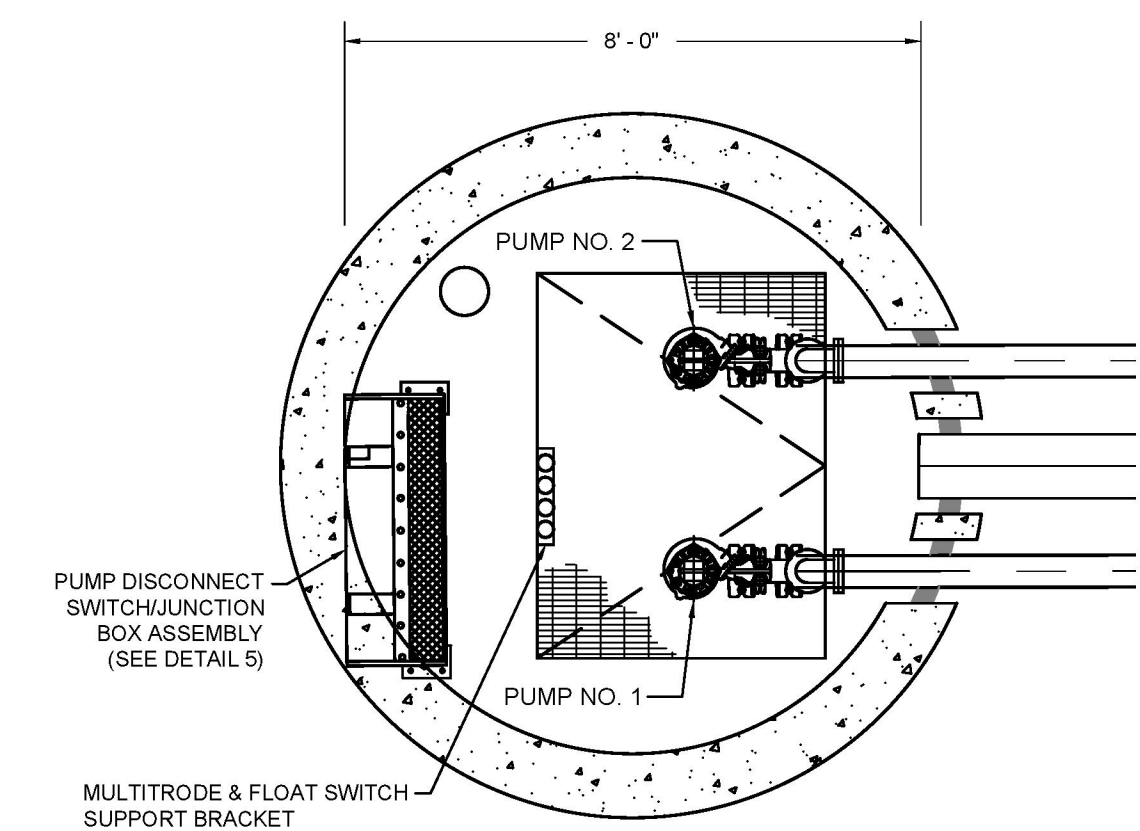
NO.	DATE	REVISIONS	BY

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PROJECT: EWTPX02001  
DATE: 2019-03-25  
DRAWING SCALE: N.T.S.  
DRAWN BY: JWS  
APPROVED BY: CF

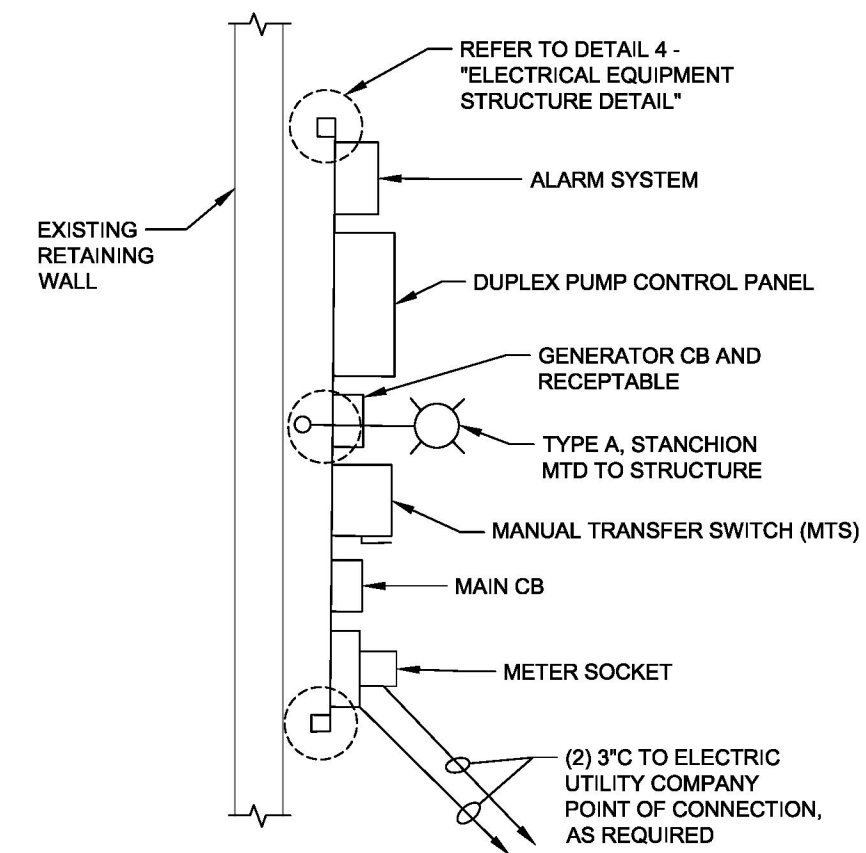


**SITE PLAN**  
1"=5'

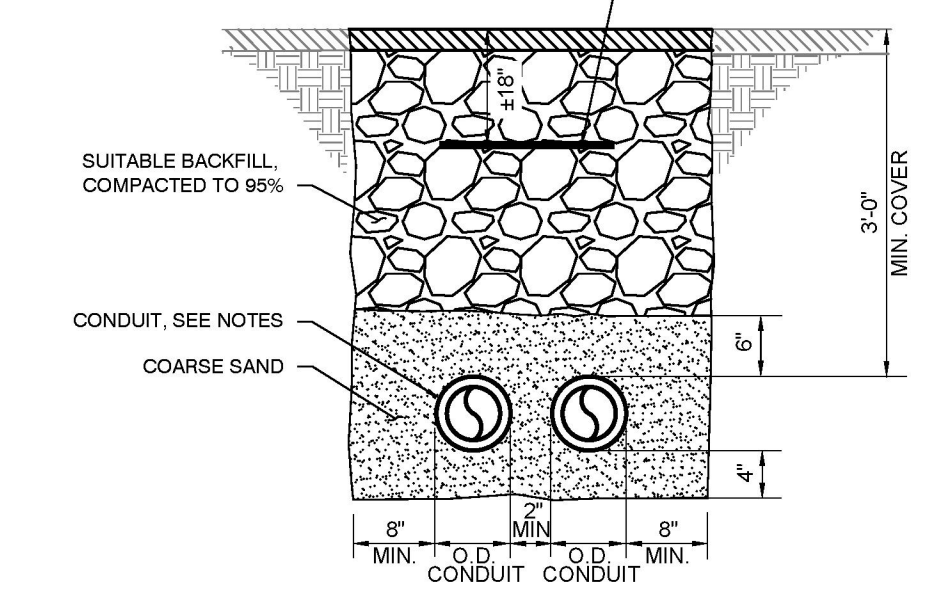


**PUMP STATION ELECTRICAL PLAN**  
N.T.S.

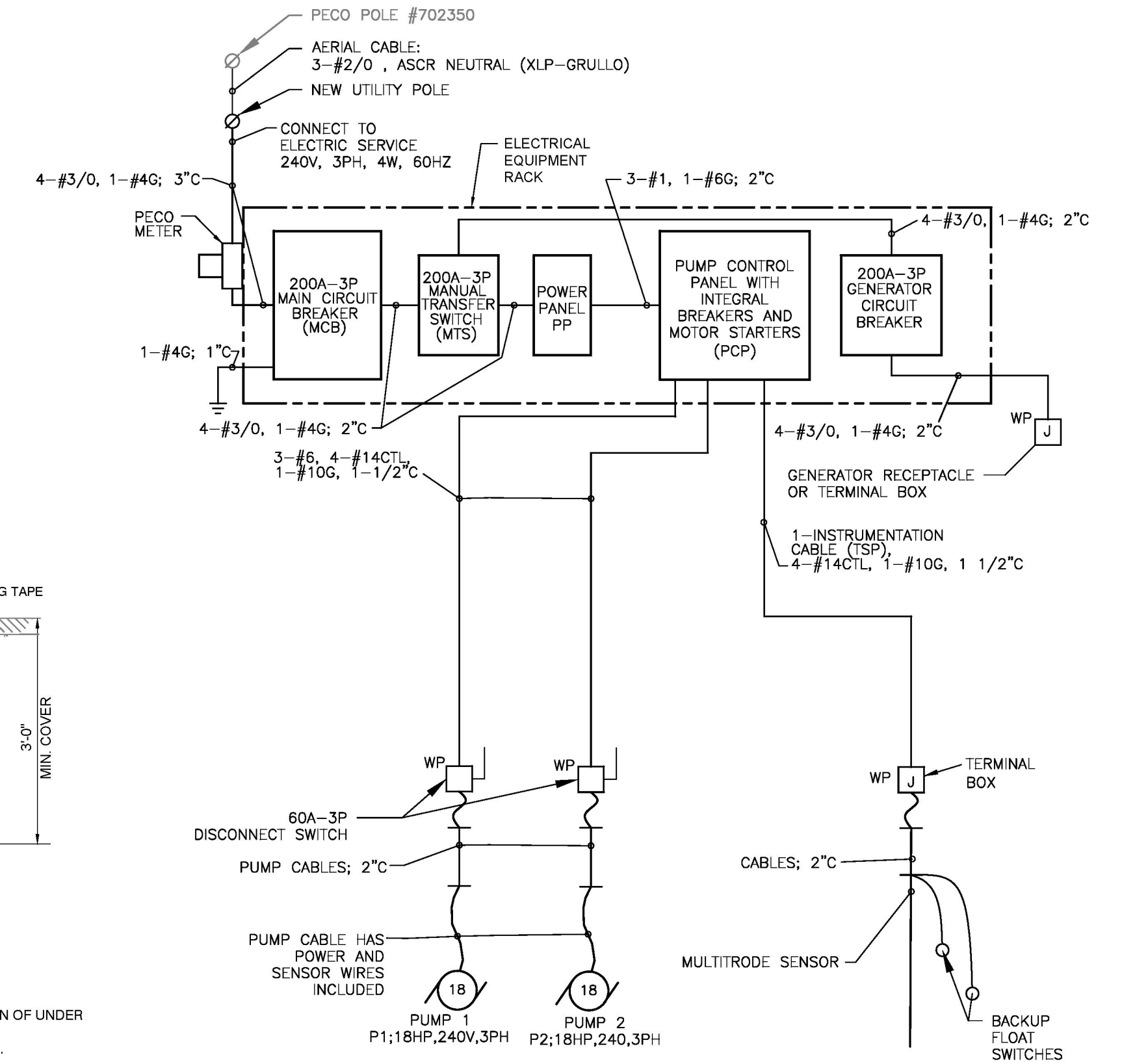
LIGHTING FIXTURE SCHEDULE			
TYPE	VOLTS	DESCRIPTION	LAMPS
A	120V	DUSK-TO-DAWN LED LUMINAIRE, DIE CAST ALUMINUM HOUSING, 2-3/8" OD MAST ARM MOUNT CAPABILITY, CORROSION RESISTANT TEXTURED GRAY POWDER PAINT FINISH, SYMMETRIC LED LENS, PRISMATIC ACRYLIC REFRACTION, ZERO UPLIGHT, TWIST-LOCK STYLE PHOTOCONTROL, HUBBELL CAT. #DDL-140L-1, OR EQUAL	5279 LUMEN LED 5000K



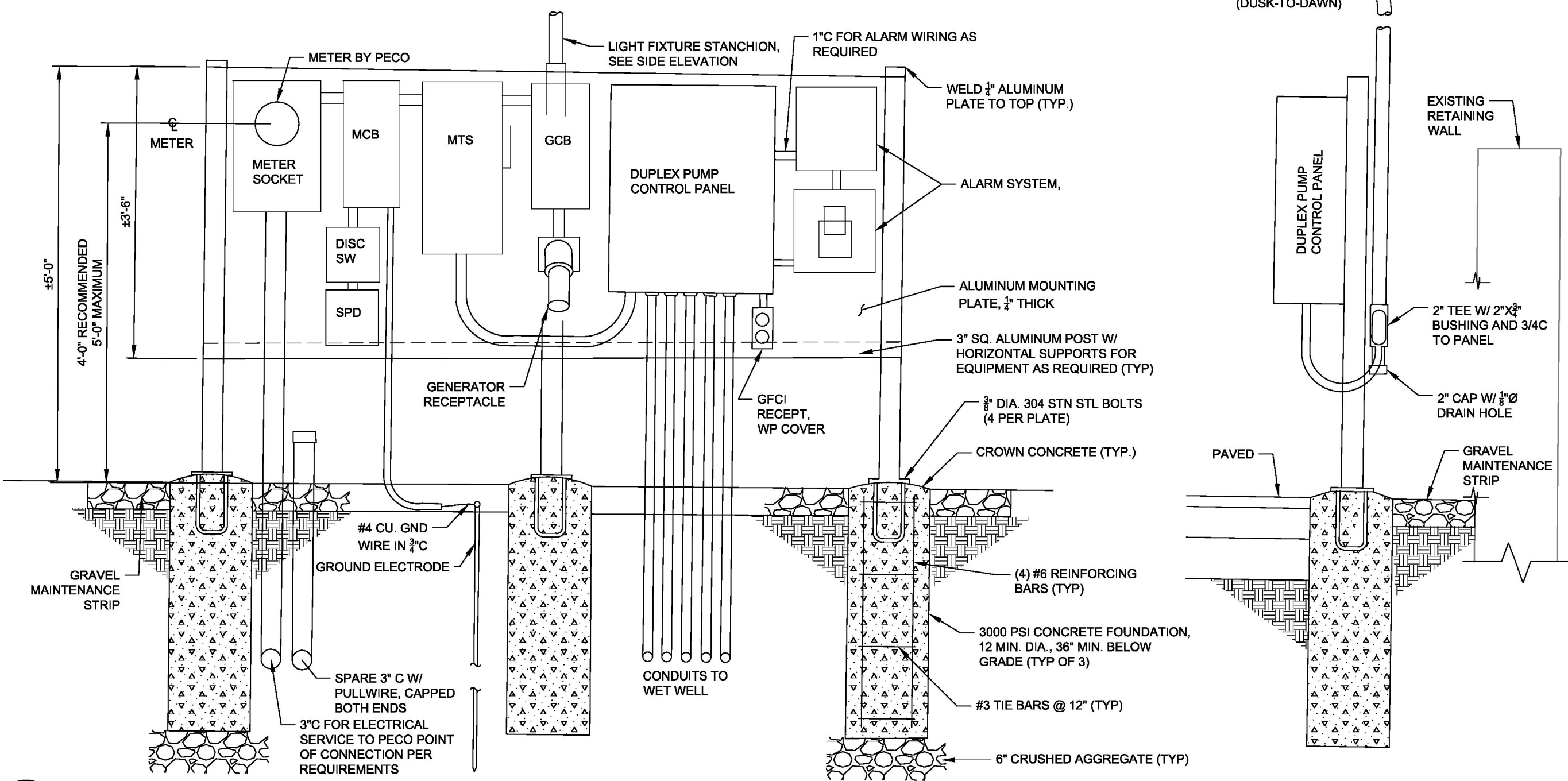
**ELECTRICAL EQUIPMENT PLAN**  
E1001 N.T.S.



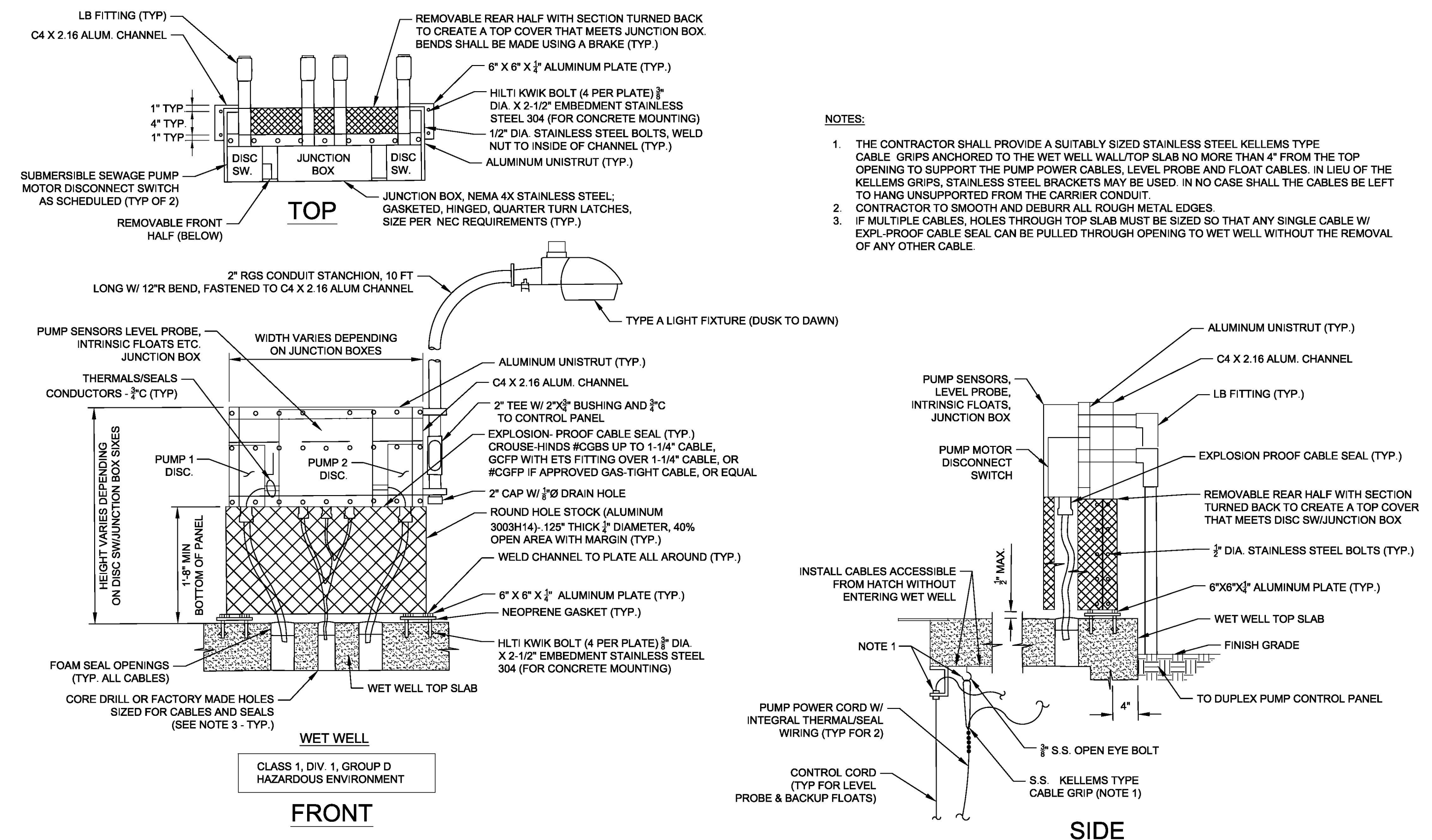
**TYPICAL ELECTRICAL CONDUIT DETAIL**  
E1001 N.T.S.



**PUMPING SYSTEM SCHEMATIC DIAGRAM**  
E1001 N.T.S.



**ELECTRICAL EQUIPMENT STRUCTURE DETAIL**  
E1001 N.T.S.



**PUMP DISC SWITCH/JUNCTION BOX AT WET WELL DETAIL**  
E1001 N.T.S.

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK

**FLAT ROAD PUMP STATION**  
GREAT VALLEY CORPORATE CENTER  
25/27 GREAT VALLEY PARKWAY  
MALVERN, PA 19355

**ELECTRICAL SITE PLAN AND DETAILS**  
EAST WHITELAND TOWNSHIP  
208 CONESTOGA ROAD  
FRAZER, PA 19355

NO.	DATE	ISSUED FOR BIDDING	REVISIONS	BY	CF
4/25/19					

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PROJECT	EWTPX02001
DATE	2019-03-25
DRAWING SCALE	AS SHOWN
DRAWN BY	JWS
APPROVED BY	CF



# ITT FLYGT SUBMITTAL DATA FORM

Page 1 of 51

ITT Flygt Job **C# TBA**  
 Number of Drawings Submitted: **51**  
 Date: **May 15, 2002**  
 Purchase Order No. **Verbal**

Customer: **Anrich Construction, Inc.**  
 Reference: **Frame Avenue Pump Sta.**

Approval: XXXXXXXX Record: \_\_\_\_\_

**EQUIPMENT - PUMPS:**

<u>No. of Units</u>	<u>Model</u>	<u>HP</u>	<u>Voltage</u>	<u>Phase</u>	<u>Impeller No.</u>	<u>GPM - TDH</u>	<u>Dwg. No.</u>	<u>Description</u>
2	4" NP-3153	18	230	3	455	247 GPM @ 89.7	NP-3153-4	with XP Motor

Each pump to be provided with:    50 feet 1/8" diameter stainless steel Grip Eye Guide Cable  
     50 feet electrical cable #6/7 AWG Sub Cab

**EQUIPMENT - STATION HARDWARE:**

Two Stainless Steel Upper Guide Bar Brackets, Two Intermediate Guide Bar Brackets, Two Grip Eye Slings, One Wrought Iron Grip Eyes, Two 4" Discharge connections, two mix flush valves would be provided (both drilled for flush valve) for installation in field by contractor. One stainless steel cable guide would also be provided. Two ENM-10 Backup Floats would be provided. One Multitrode MT2PC 2.5 Meter Probe would be provided with 10 equidistant sensors.

**EQUIPMENT - SPECIAL:**

One FLS Sensor would be provided in each pump,

**PANELS:** (Separate Submittal in 2-3 weeks)

RESUBMIT       AS NOTED       APPROVED

Approved for general design only. Quantities and dimensions not checked. Verify all measurements at site. Approval does not relieve contractor from meeting specification and contract drawing requirements.

Kalfi and Associates, Inc.  
 42 Lloyd Avenue  
 Malvern, PA 19355

BY SK      DATE 6/11/02

# N-3153

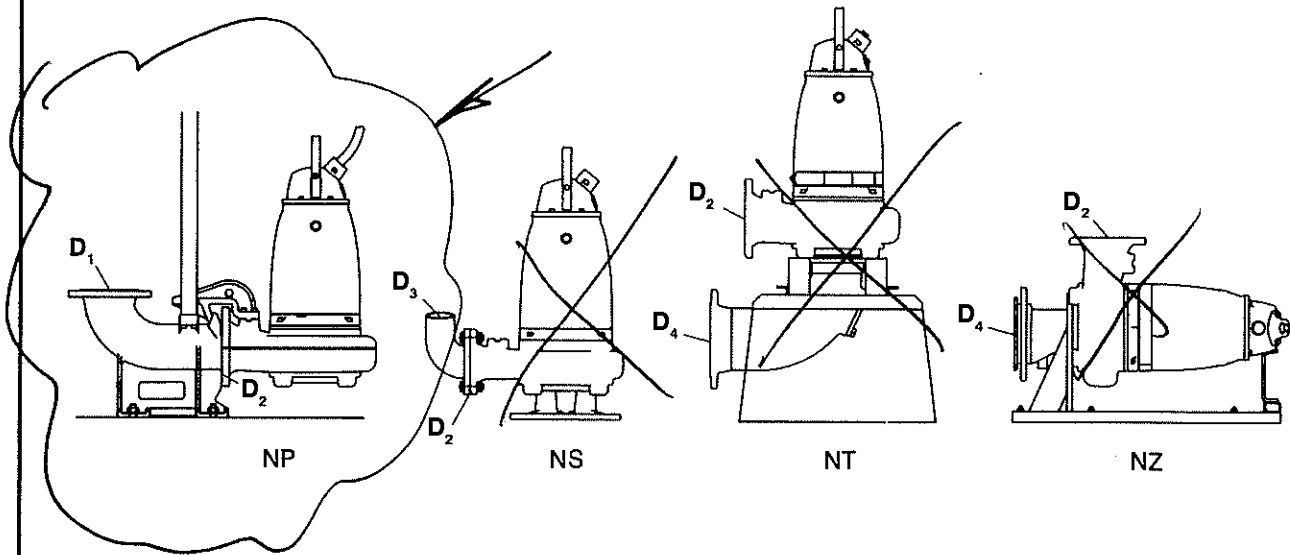


PUMP MODEL	IMPELLER CODE	HP RATING				VAC	D1	D2	D3	D4		
		NP	NS	NT	NZ							
N-3153 3Ø	412 LT	18	18	18	18	200 <del>230</del> 575	8"	8"	6"	10"		
	413 LT	15	15	15	15							
	414 LT	12	12	12	12							
	415 LT											
	432 MT	18	18	18	18		200 <del>230</del> 575	6"	6"	4"	8"	
	433 MT											
	434 MT	15	15	15	15							
	435 MT	12	12	12	12							
	436 MT											
	452 HT	18	<del>18</del>	<del>18</del>	<del>18</del>				4"	4"	4"	6"
	453 HT											
	454 HT											
	455 HT											
	456 HT	15	15	15	15							
	457 HT	12	12	12	12							
622 LT						10"	10"	8" or 10"	12"			
623 LT	15	15	15	15								
624 LT												
625 LT												

LT = High Volume    MT = Standard    HT = High Head

**Notes:**

1. Motor ratings shown above represent the standard motor size delivered for that impeller code. Other motor sizes can be provided as Special Order, Contact your Flygt Regional Office for assistance.
2. If required, consult Factory for availability of larger motor.



# NP-3153

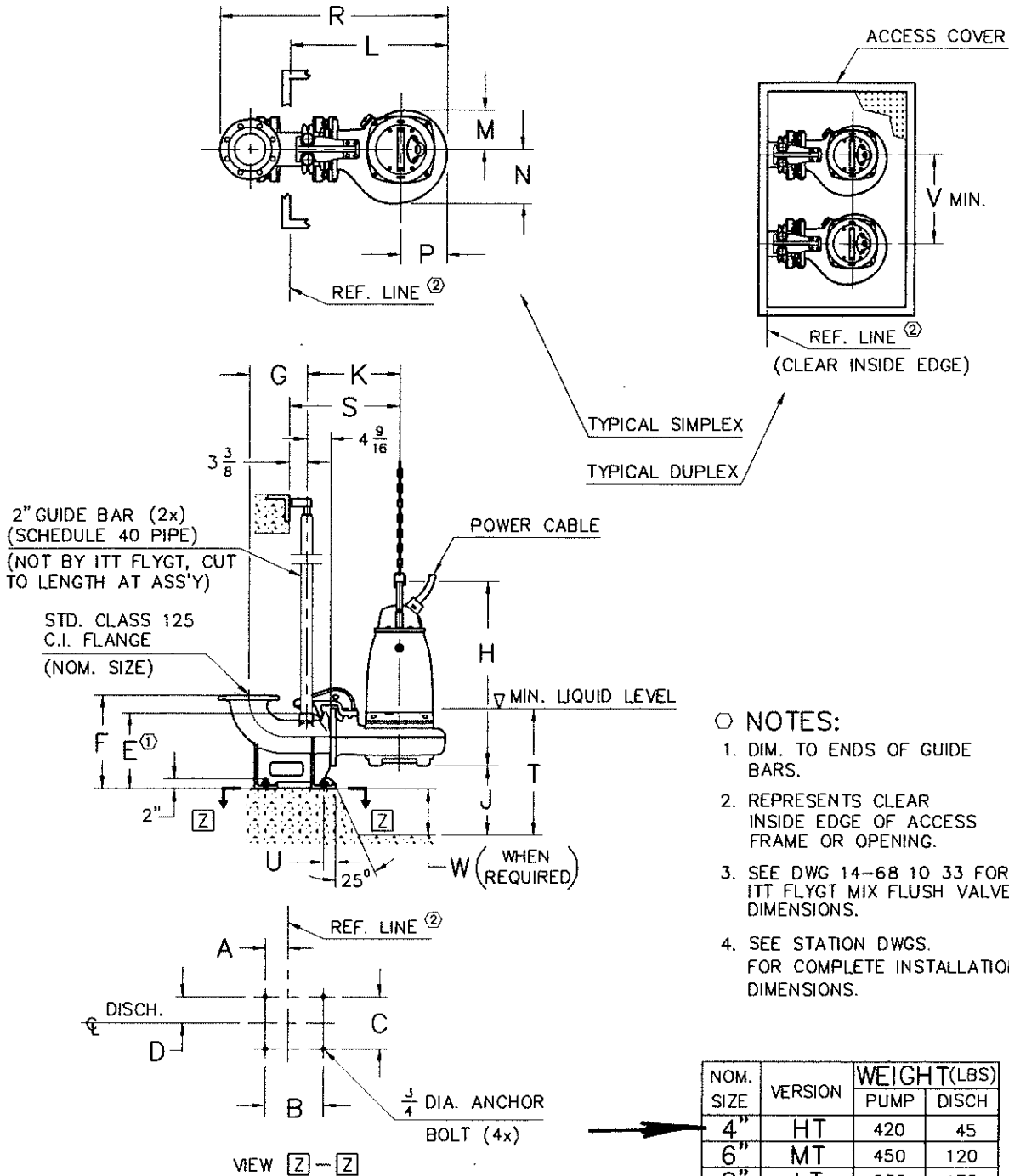
Section 4



Outline Dimensions

Issued: 1/00

Supersedes:



ALL DIMENSIONS IN INCHES

NOM. SIZE	VERSION	WEIGHT(LBS)	
		PUMP	DISCH
4"	HT	420	45
6"	MT	450	120
8"	LT	535	175

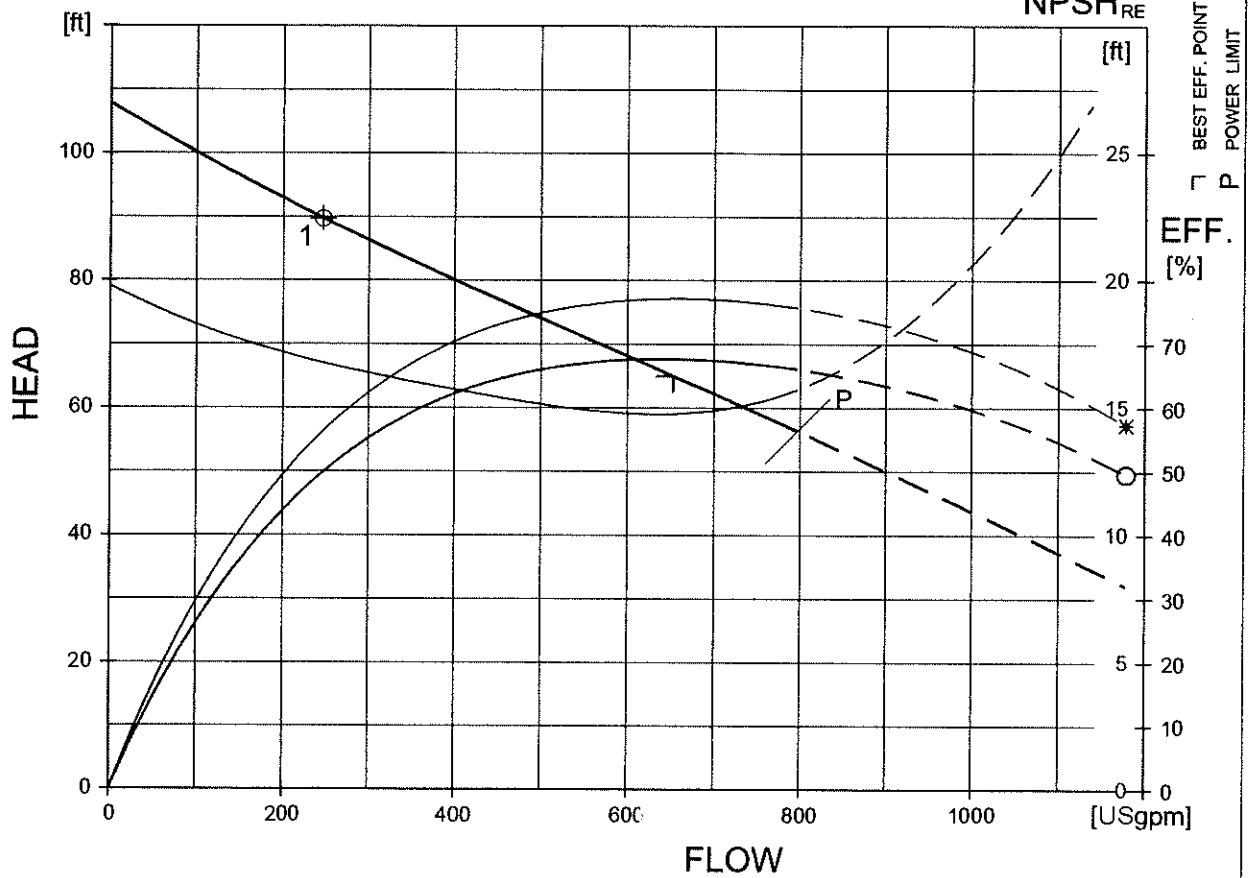
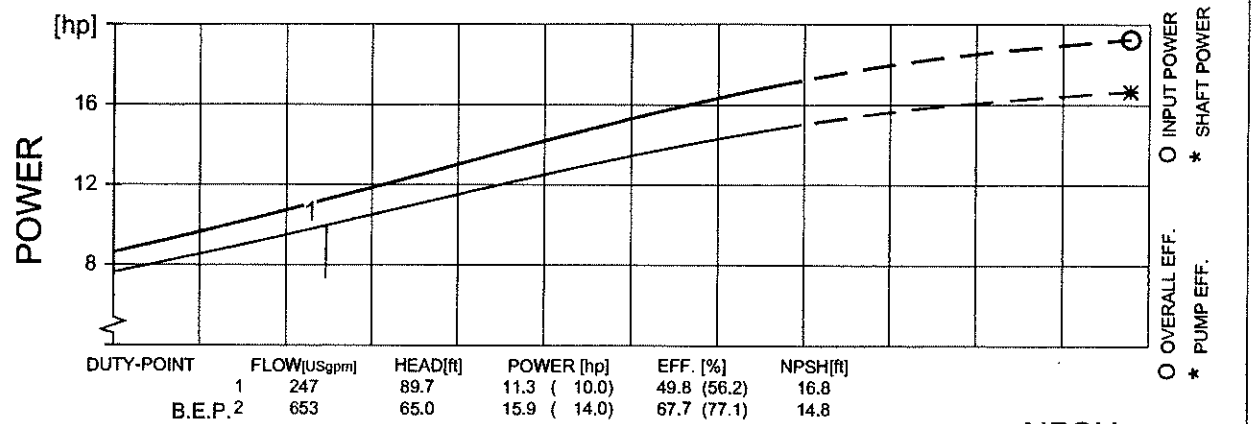
NOM. SIZE	VERSION	DIMENSIONAL CHART																			
		A	B	C	D	E	F	G	H	J	K	L	M	N	P	R	S	T	U	V	W
4"	HT	2 3/4	9 7/8	8	4	10 1/2	15 3/4	9 3/4	34	3 3/4	17 1/2	29	7 1/2	8 3/4	8	40	21	24	2 3/4	22	0
6"	MT	4 3/8	11	10	5	14 1/2	17 3/4	11	35	4 1/4	17 3/4	29 3/4	7 1/2	10 1/4	8	43	21	26	2 1/4	24	0
8"	LT	5 1/2	11	10	5	15	17 3/4	12 1/4	36	6 1/4	20 1/4	33 1/4	8	12	10 3/4	49	23 3/4	27	2 1/4	26	2 1/2



# PERFORMANCE CURVE

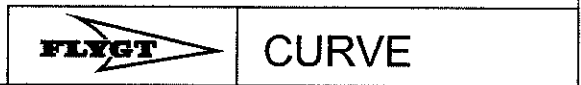
PRODUCT	NP3153.180	TYPE	HT
CURVE NO	63-455-00-4550	ISSUE	1
IMPELLER DIAMETER	239 mm		
MOTOR #	21-15-4AA	STATOR	01D
REV	10		
FREQ.	60 Hz	PHASES	3
VOLTAGE	460 V		
POLES	4		
GEARTYPE	---		
RATIO	---		

DATE	2002-05-15			PROJECT	Frame Avenue PS		
POWER FACTOR	1/1-LOAD	3/4-LOAD	1/2-LOAD	RATED POWER	15	hp	
EFFICIENCY	0.84	0.78	0.67	STARTING CURRENT	112	A	
MOTOR DATA	87.0 %	88.5 %	88.0 %	RATED CURRENT	19	A	
COMMENTS	---			RATED SPEED	1755	rpm	
				TOT.MOM.OF INERTIA	0.077	kgm2	
				NO. OF BLADES	2		
				INLET/OUTLET	- /100 mm		
				IMP. THROUGHLET	---		



FLYPS2.1 (20010611)

Performance with clear water and ambient temp 40 °C



# NP-3153

e-Catalog



Lift Station Dimensions

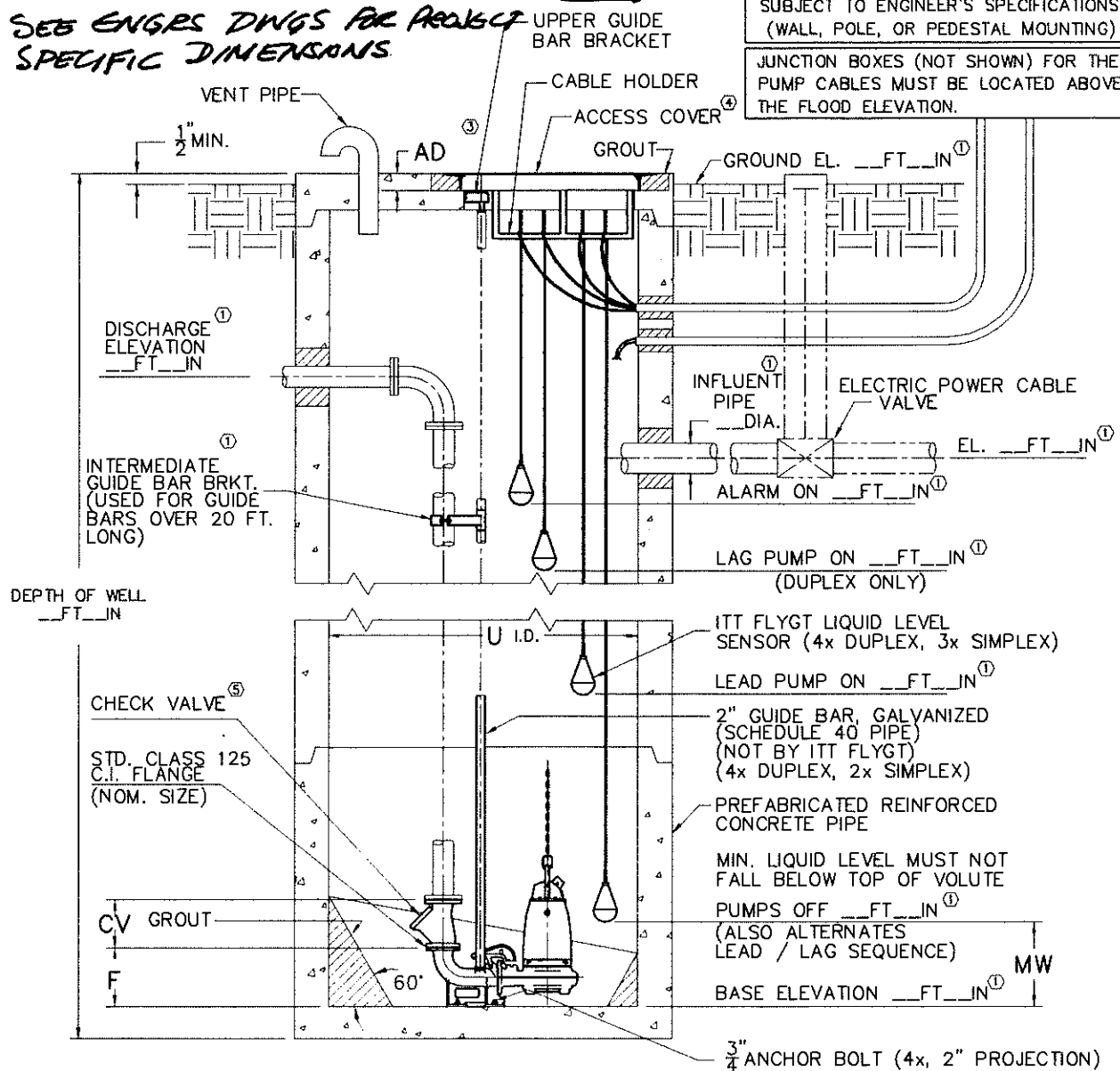
Issued: 1/01

Supersedes:

**NOTE: FOR GENERAL INFORMATION ONLY**  
**SEE ENGRS DWGS FOR PROJECT SPECIFIC DIMENSIONS**

ITT FLYGT CONTROL CENTER  
 SUBJECT TO ENGINEER'S SPECIFICATIONS  
 (WALL, POLE, OR PEDESTAL MOUNTING)

JUNCTION BOXES (NOT SHOWN) FOR THE  
 PUMP CABLES MUST BE LOCATED ABOVE  
 THE FLOOD ELEVATION.



○ NOTES:

1. INDICATES INFORMATION TO BE DETERMINED BY OTHERS.
2. LOCATE ANCHOR BOLTS USING CLEAR INSIDE EDGE OF ACCESS FRAME AND CENTER LINE OF PUMP AS REF. POINT. BOLT LOCATIONS MUST BE HELD TO MAINTAIN EXACT POSITION OF PUMP RELATIVE TO ACCESS FRAME.
3. GROUT OPENING FOR ACCESS FRAME.
4. COVER SHOWN IS FOR STANDARD DUTY ANGLE FRAME. FOR ADDITIONAL DIMENSIONS ON STANDARD DUTY TROUGH FRAME, HEAVY DUTY ANGLE FRAME AND HEAVY DUTY TROUGH FRAME, CONSULT ITT FLYGT CORP. ENGINEERING DEPT.
5. CONFIGURATION AND DIMS. SHOWN ARE SUGGESTED REQUIREMENTS ONLY. ALL DETAILS, INCLUDING SIZING OF PIT, TYPE, LOCATION AND ARRANGEMENT OF VALVES AND PIPING, ETC. ARE TO BE SPECIFIED BY THE CONSULTING ENGINEER AND ARE SUBJECT TO HIS APPROVAL.
6. FOR PUMP DIMENSIONS REFER TO DIMENSIONAL DRAWING.

# NP-3153

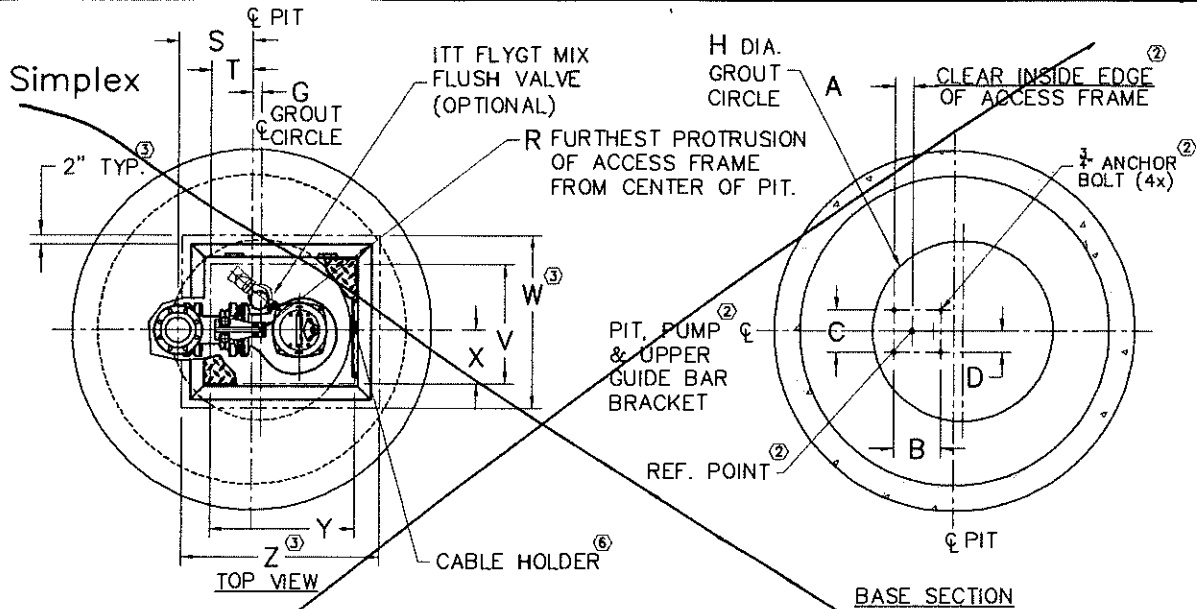
e-Catalog



## Lift Station Dimensions

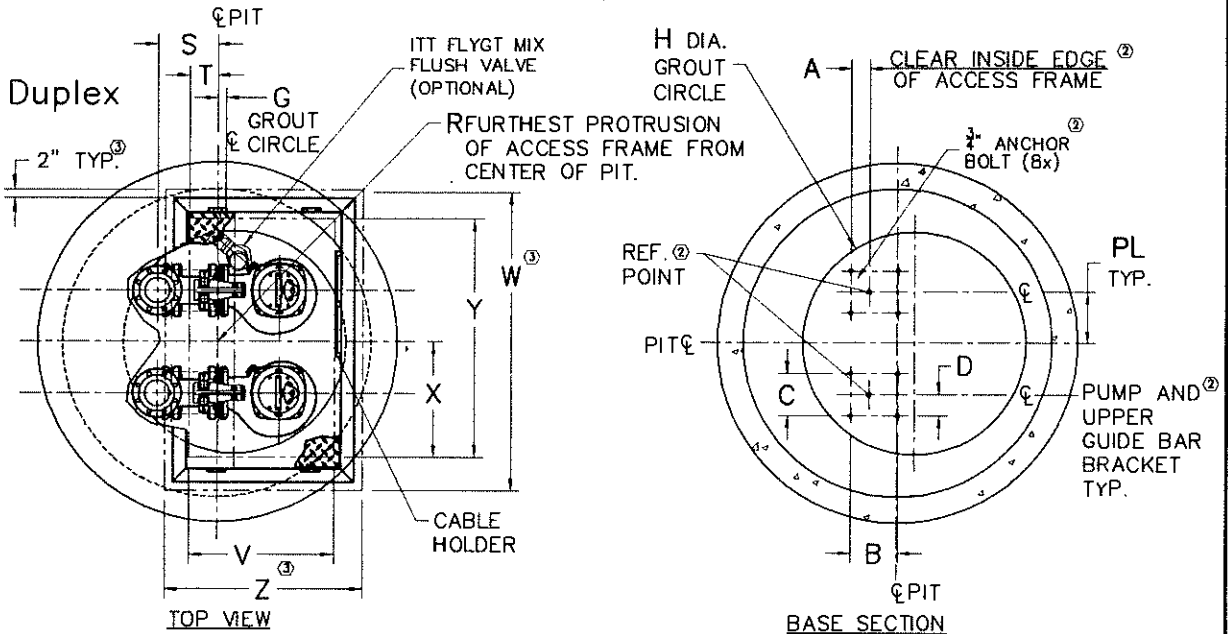
Issued: 1/01

Supersedes:



ALL DIMENSIONS ARE IN INCHES

MODEL	NOM. SIZE	VERSION	STATION													COVER							
			A	B	C	D	F	G	H	R	S	T	U	C	V	M	W	SIZE	V	W	X	Y	Z
NP	4"	HT	21	9 1/2	8	4	15 1/2	2	39	35 1/2	15 1/2	9 1/2	72	14	17	FLE-5	30 x 36	28	41	12	34	47	4
NP	6"	MT	4 1/2	11	10	5	17 1/2	2	42	34 1/2	17 1/2	9 1/2	72	14	17	FLE-5	30 x 36	28	41	17	46	47	4
(NP)	8"	LT	5 1/2	11	10	5	17 1/2	2	72	41 1/2	16 1/2	7 1/2	72	19 1/2	17	FLE-6	30 x 48	28	41	17	46	59	4



ALL DIMENSIONS ARE IN INCHES

MODEL	NOM. SIZE	VERSION	STATION													COVER								
			A	B	C	D	F	G	H	R	S	T	U	C	V	M	W	PL	SIZE	V	W	X	Y	Z
NP	4"	HT	21	9 1/2	8	4	15 1/2	2	50	45	15 1/2	9	72	14	17	11	FLED-13	36 x 60	34	71	28	56	47	4
NP	6"	MT	4 1/2	11	10	5	17 1/2	4	52	48 1/2	14 1/2	6 1/2	72	14	17	12	FLED-13	36 x 60	34	71	31	56	47	4
NP	8"	LT	5 1/2	11	10	5	17 1/2	3	54	47 1/2	14 1/2	5 1/2	72	19 1/2	17	12	FLED-13	36 x 60	34	71	28	56	47	4

# N-3153

Section 6



Electrical Data

Issued: 11/00

Supersedes: 4/00

### Motor Data

RATED OUTPUT POWER HP (kW)	Ø	VOLTS NOM.	FULL LOAD AMPS	LOCKED ROTOR AMPS	LOCKED ROTOR KVA	LOCKED ROTOR CODE LETTER KVA/HP	RATED INPUT POWER kW	POLES/RPM
15.0 (11.2) 6 pole	3	200	48	219	75.7	F	12.9	6/1150
		230	42	190				
		460	21	95				
		575	17	76				
18.0 (13.4)	3	<del>200</del>	<del>53</del>	<del>348</del>	118	H	15.2	4/1760
		230	47	296				
		460	23	148				
		575	19	118				

PUMP MOTOR HP	EFFICIENCY			POWER FACTOR		
	100% LOAD	75% LOAD	50% LOAD	100% LOAD	75% LOAD	50% LOAD
15.0 6 pole	87.0	88.0	88.0	0.75	0.70	0.58
18.0	88.0	89.0	88.5	0.82	0.76	0.64

### Cable Data

HP	VOLTS	MAX. LENGTH FT.	CABLE SIZE/ NOMINAL DIA.	CONDUCTORS (IN ONE CABLE)	PART NUMBER
15.0 6 pole	200	175	6/3-2-1-GC 31.0mm (1.22")	(3) 6 AWG (PWR) (2) 10 AWG (CTRL) (1) 8 AWG (GND) (1) 10 AWG (GC)	94 21 09
	230 460	145 590	8/3-2-1-GC 28.2mm (1.11")	(3) 8 AWG (PWR) (2) 10 AWG (CTRL) (1) 8 AWG (GND) (1) 10 AWG (GC)	94 21 08
	575	915			
18.0	200 230 460	145 190 775	6/3-2-1-GC 31.0mm (1.22")	(3) 6 AWG (PWR) (2) 10 AWG (CTRL) (1) 8 AWG (GND) (1) 10 AWG (GC)	94 21 09
	575	305	12/7 21.0mm (0.83")	(3) 12 AWG (PWR) (2) 12 AWG (CNTL) (1) 12 AWG (GND) (1) 12 AWG (GC)	94 21 04
15 & 18	Pilot Cable		7 x 1.5 16 mm (0.63")	(7) 1.5 (CTRL)	94 19 22

# N-3153, 3171, 3202, 3301

Section 7



Performance Specifications

Issued: 9/00

Supersedes:

## REQUIREMENTS

Furnish and install 2 submersible non-clog wastewater pump(s). Each pump shall be equipped with an 10 HP submersible electric motor, connected for operation on 230 volts, 3 phase, 60 hertz, 7 wire service, with 50 feet of submersible cable (SUBCAB) suitable for submersible pump applications. The power cable shall be sized according to NEC and ICEA standards and also meet with P-MSHA Approval. The pump shall be supplied with a mating cast iron 4 inch discharge connection and be capable of delivering 247 GPM at 89.7 TDH. An additional point on the same curve shall be 653 GPM at 65 feet total head. Shut off head shall be 100 feet (minimum). Each pump shall be fitted with 50 feet of 1/8" Ø ~~lifting chain~~ stainless steel cable. The working load of the lifting system shall be 50% greater than the pump unit weight.

## PUMP DESIGN

*guide*  
The pump(s) shall be automatically and firmly connected to the discharge connection, guided by no less than two guide bars extending from the top of the station to the discharge connection. There shall be no need for personnel to enter the wet-well. Sealing of the pumping unit to the discharge connection shall be accomplished by a machined metal to metal watertight contact. **Sealing of the discharge interface with a diaphragm, O-ring or profile gasket will not be acceptable.** No portion of the pump shall bear directly on the sump floor.

## PUMP CONSTRUCTION

Major pump components shall be of grey cast iron, ASTM A-48, Class 35B, with smooth surfaces devoid of blow holes or other irregularities. All exposed nuts or bolts shall be AISI type 304 stainless steel construction. All metal surfaces coming into contact with the pumpage, other than stainless steel or brass, shall be protected by a factory applied spray coating of acrylic dispersion zinc phosphate primer with a polyester resin paint finish on the exterior of the pump.

Sealing design shall incorporate **metal-to-metal contact** between machined surfaces. Critical mating surfaces where watertight sealing is required shall be machined and fitted with Nitrile or Viton rubber O-rings. Fittings will be the result of controlled compression of rubber O-rings in two planes and O-ring contact of four sides without the requirement of a specific torque limit.

Rectangular cross sectioned gaskets requiring specific torque limits to achieve compression shall not be considered as adequate or equal. No secondary sealing

compounds, elliptical O-rings, grease or other devices shall be used.

## COOLING SYSTEM

### (Non-cooling Jacket Equipped)

Each pump motor shall be sufficiently cooled by the surrounding environment or by submergence in the pumped media.

### (Cooling Jacket Equipped)

Each unit shall be provided with an integral motor cooling system. A motor cooling jacket shall encircle the stator housing, providing for dissipation of motor heat regardless of the type of pump installation. An impeller, integral to the cooling system and driven by the pump shaft, shall provide the necessary circulation of the cooling liquid through the jacket. The cooling liquid shall pass about the stator housing in the closed loop system in turbulent flow providing for superior heat transfer. The cooling system shall have one fill port and one drain port integral to the cooling jacket. The cooling system shall provide for continuous pump operation in liquid or ambient temperatures of up to 104°F. (40°C.). Operational restrictions at temperatures below 104°F are not acceptable. Fans, blowers or auxiliary cooling systems that are mounted external to the pump motor are not acceptable.

## MOTOR

The pump motor shall be a NEMA B design, induction type with a squirrel cage rotor, shell type design, housed in an air filled, watertight chamber. The stator windings shall be insulated with moisture resistant Class H insulation rated for 180°C (356°F). The stator shall be insulated by the trickle impregnation method using Class H monomer-free polyester resin resulting in a winding fill factor of at least 95%. The stator shall be heat-shrink fitted into the cast iron stator housing. The use of multiple step dip and bake-type stator insulation process is not acceptable. The use of pins, bolts, screws or other fastening devices used to locate or hold the stator and that penetrate the stator housing are not acceptable. The motor shall be designed for continuous duty while handling pumped media of up to 104°F. The motor shall be capable of withstanding at least 15 evenly spaced starts per hour. The rotor bars and short circuit rings shall be made of aluminum. Three thermal switches shall be embedded in the stator end coils, one per phase winding, to monitor the stator temperature. These thermal switches shall be used in conjunction with and supplemental to external motor overload protection and shall be connected to the motor control panel.

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Section 7



Performance Specifications

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Supersedes:

The junction chamber shall be sealed off from the stator housing and shall contain a terminal board for connection of power and pilot sensor cables using threaded compression type terminals. The use of wire nuts or crimp-type connectors is not acceptable. The motor and the pump shall be produced by the same manufacturer.

The motor service factor (combined effect of voltage, frequency and specific gravity) shall be 1.15. The motor shall have a voltage tolerance of +/- 10%. The motor shall be designed for continuous operation in up to a 40°C. ambient and shall have a NEMA Class B maximum operating temperature rise of 80° C. A motor performance chart shall be provided upon request exhibiting curves for motor torque, current, power factor, input/output kW and efficiency. The chart shall also include data on motor starting and no-load characteristics.

Motor horsepower shall be sufficient so that the pump is non-overloading throughout its entire performance curve, from shut-off to run-out.

## BEARINGS

The integral pump/motor shaft shall rotate on two bearings. The motor bearings shall be sealed and permanently grease lubricated with high temperature grease. The upper motor bearing shall be a single ball type bearing to handle radial loads. The lower bearing shall be a two row angular contact ball bearing to handle the thrust and radial forces. The minimum  $L_{10}$  bearing life shall be 50,000 hours at any usable portion of the pump curve.

## MECHANICAL SEALS

Each pump shall be provided with a positively driven dual, tandem mechanical shaft seal system consisting of two seal sets, each having an independent spring. The lower primary seal, located between the pump and seal chamber, shall contain one stationary and one positively driven rotating corrosion resistant **tungsten-carbide** ring. The upper secondary seal, located between the seal chamber and the seal inspection chamber, shall contain one stationary and one positively driven rotating corrosion resistant **tungsten-carbide** seal ring. All seal rings shall be individual solid sintered rings. Each seal interface shall be held in place by its own spring system. The seals shall not depend upon direction of rotation for sealing. Mounting of the lower seal on the impeller hub is not acceptable. Shaft seals without positively driven rotating members or conventional double mechanical

seals containing either a common single or double spring acting between the upper and lower seal faces are not acceptable. The seal springs shall be isolated from the pumped media to prevent materials from packing around them, limiting their performance.

Each pump shall be provided with a lubricant chamber for the shaft sealing system. The lubricant chamber shall be designed to prevent overfilling and shall provide capacity for lubricant expansion. The seal lubricant chamber shall have one drain and one inspection plug that are accessible from the exterior of the motor unit. The seal system shall not rely upon the pumped media for lubrication.

The area about the exterior of the lower mechanical seal in the cast iron housing shall have cast in an integral concentric spiral groove. This groove shall protect the seals by causing abrasive particulate entering the seal cavity to be forced out away from the seal due to centrifugal action.

A separate seal leakage chamber shall be provided so that any leakage that may occur past the upper, secondary mechanical seal will be captured prior to entry into the motor stator housing. Such seal leakage shall not contaminate the motor lower bearing. The leakage chamber shall be equipped with a float type switch that will signal if the chamber should reach 50% capacity.

## PUMP SHAFT

The pump and motor shaft shall be a single piece unit. The pump shaft is an extension of the motor shaft. Shafts using mechanical couplings shall not be acceptable. The shaft shall be AISI type 431 stainless steel. Shaft sleeves will not be acceptable.

## IMPELLER

The impeller shall be of gray cast iron, ASTM A-48 Class 35B, dynamically balanced, semi-open, multi-vane, back swept, screw-shaped, non-clog design. The impeller leading edges shall be mechanically self-cleaned automatically upon each rotation as they pass across a spiral groove located on the volute suction. The screw-shaped leading edges of the impeller shall be hardened to Rc 45 and shall be capable of handling solids, fibrous materials, heavy sludge and other matter normally found in wastewater. The screw shape of the impeller inlet shall provide an inducing effect for the handling of up to 5% sludge and rag-laden wastewater. The impeller to volute clearance shall be readily adjustable by the means of a single trim screw. The

# N-3153, 3171, 3202, 3301

Section 7



Performance Specifications

Issued: 9/00

Supersedes:

impellers shall be locked to the shaft, held by an impeller bolt and shall be coated with alkyd resin primer.

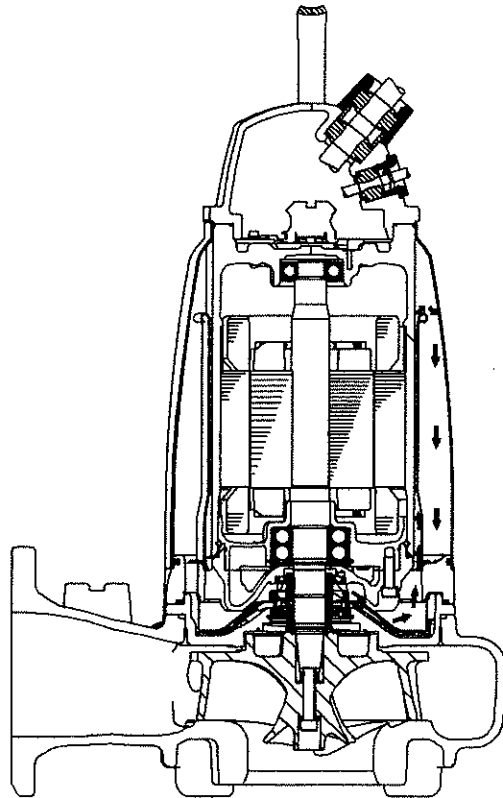
## **VOLUTE/SUCTION COVER**

The pump volute shall be a single piece gray cast iron, ASTM A-48, Class 35B, non-concentric design with smooth passages of sufficient size to pass any solids that may enter the impeller. Minimum inlet and discharge size shall be as specified. The volute shall have integral spiral-shaped, sharp-edged groove(s) that is cast into the suction cover. The spiral groove(s) shall provide the sharp edge(s) across which each impeller vane leading edge shall cross during rotation so to remain unobstructed. The internal volute bottom shall provide effective sealing between the multi-vane semi-open impeller and the volute.

## **PROTECTION**

Each pump motor stator shall incorporate three thermal switches, one per stator phase winding and be connected in series, to monitor the temperature of the motor. Should the thermal switches open, the motor shall stop and activate an alarm. A float switch shall be installed in the seal leakage chamber and will activate if leakage into the chamber reaches 50% chamber capacity, signaling the need to schedule an inspection.

The thermal switches and float switch shall be connected to a Mini CAS control and status monitoring unit. The Mini CAS unit shall be designed to be mounted in the pump control panel.



# Standard CP/NP Discharge Connections (Cast Iron)

## Dimensions

**Section 10**



**Accessories**

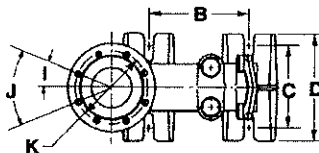
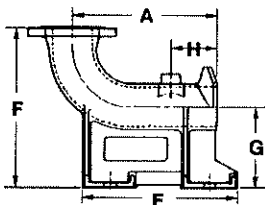
Issued: 8/00

Supersedes: 3/96

All dimensions (inches)

Pump Model	Part Number	Disch. Inlet	Disch. Outlet	A	B	C	D	E	F	G	H	I	J	K
2" - 3045, 3057, 3067	486 55 01	2"	2"-1 1/2 NPT	3 13/16	4	4 1/2	5 1/2	7 1/4	6 3/4	3 15/16	7/8	—	—	—
3" - 3057	555 48 01	2"	3-8 NPT	6 3/4	5 1/2	4 1/8	5 1/2	10 3/4	6 3/4	3 15/16	7/8	—	—	—
2 1/2" - 3067	493 17 06	2 1/2"	2 1/2"	11 5/8	7 7/8	6 1/2	7 7/8	11 7/16	9 7/8	6 1/2	4 9/16	45°	90° x 4	5 5/8
3" - 3067	555 48 01	2"	3-8 NPT	6 11/16	5 1/2	4 1/4	5 1/2	10 3/4	6 3/4	3 13/16	7/8	—	—	—
3" - 3075, 3080, 3085, 3085/82	444 68 05	3"	3"	14	9 7/8	8	10 5/8	15 3/8	15 3/4	7 7/8	4 9/16	45°	90° x 4	6
4" - 3080, 3085, 3085/82, 3102, 3127, 3140, 3152, 3153, 3170	540 13 05	4"	4"	14 3/8	9 7/8	8	10 5/8	15 3/8	15 3/4	7 7/8	4 9/16	22.5°	45° x 8	7 1/2
6" - 3102, 3127, 3140, 3152, 3153, 3170, 3201.	444 70 06	5 1/2"	6"	15 9/16	11	10	12 3/16	15 3/8	17 3/4	9 7/8	4 9/16	22.5°	45° x 8	9 1/2
6" - R3231	388 25 06	6"	6"	20 11/16	19 3/4	15 3/4	19 3/4	23 5/8	15 3/4	7 7/8	6 7/8	22.5°	45° x 8	9 7/16
8" - 3102, 3127, 3152, 3170, 3201, 3300.	444 71 06	6"	8"	16 3/4	11	10	12 3/16	15	17 3/4	10 1/8	4 9/16	22.5°	45° x 8	11 3/4
8" - 3201, (*3140, *3153, *3300).	374 76 06	8"	8"	16 3/4	11	9 1/2	12 3/16	15 3/8	17 3/4	10 1/4	4 9/16	22.5°	45° x 8	11 3/4
8" - 3231	388 24 06	8"	8"	21 5/8	19 3/4	15 3/4	19 3/4	23 5/8	17 3/4	8 7/8	6 7/8	22.5°	45° x 8	11 3/4
10" - 3140, 3201.	444 73 05	8"	10"	18 3/4	19 3/4	10	12 3/16	24	17 3/4	8 7/8	4 9/16	15°	30° x 12	14 1/4
10" - 3152, 3170.	481 76 05	10"	10"	18 3/4	19 3/4	10	12 3/16	24	17 3/4	8 7/8	4 9/16	15°	30° x 12	14 1/4
12" - 3152, 3170, 3300.	481 75 05	10"	12"	21 3/4	19 3/4	19 3/4	24 7/16	25 5/8	31 1/2	19 11/16	4 9/16	15°	30° x 12	17
12" - 3201	481 77 05	12"	12"	21 5/8	19 3/4	19 3/4	24 7/16	25 9/16	31 1/2	19 11/16	4 9/16	15°	30° x 12	17
12" - 3306, 3312.	373 92 05	12"	12"	24 5/8	25 5/8	23 3/4	27 9/16	29 1/2	23 3/4	10 13/16	6 7/8	15°	30° x 12	17
14" - 3201, 3300.	320 15 05	12"	14"	22 5/8	19 3/4	19 3/4	24 7/16	25 5/8	33 1/2	19 11/16	4 9/16	15°	30° x 12	18 3/4
14" - 3306, 3312	442 16 05	12"	14"	25 5/8	25 5/8	23 3/4	27 9/16	29 1/2	23 3/4	11 13/16	6 7/8	15°	30° x 12	18 3/4
14" - 3351	557 00 05	14"	14"	27 9/16	31 1/2	27 3/4	31 1/2	35 7/16	23 3/4	11 13/16	8 7/8	15°	30° x 12	18 3/4
14" - 3356	388 27 05	14"	14"	25 5/8	25 5/8	23 3/4	27 9/16	29 1/2	23 3/4	11 13/16	6 7/8	15°	30° x 12	18 3/4
16" - 3400	581 98 05	16"	16"	29 9/16	31 1/2	31 1/2	35 7/16	31 1/2	29	13 3/4	8 13/16	11.25°	22.5° x 16	21 1/4
20" - 3501, 3531.	387 90 05	20"	20"	30 5/8	31 1/2	27 3/4	31 1/2	35 1/2	33	15 3/8	8 7/8	9°	18° x 20	25
24" - 3602	388 65 05	24"	24"	33	35 1/2	31 1/2	35 7/16	39 3/8	37 1/2	17 3/4	8 7/8	9°	18° x 20	29 1/2
32" - 3800	586 03 05	32"	32"	40 1/4	26 5/8	47 1/4	51 1/4	57 1/4	47 1/2	21 3/4	9 3/4	6.43°	12.86° x 28	38 1/2

\*Special Order



**Note:**

The discharge connection shown here is typical in appearance for most pumps.

# Anchor Bolts (Heavy Duty Stainless Steel)

Section 10



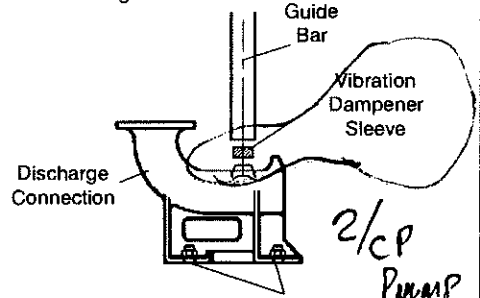
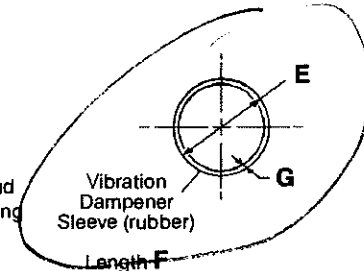
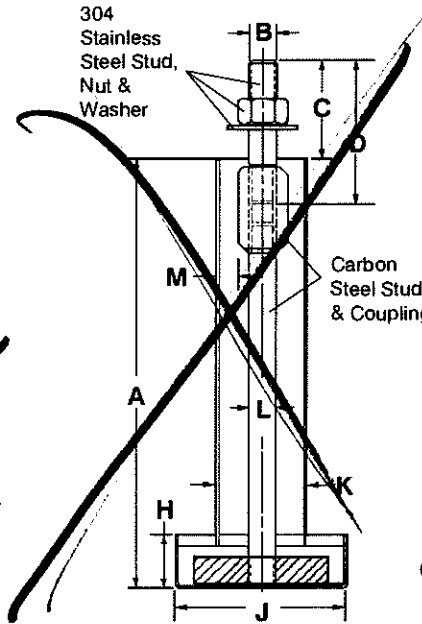
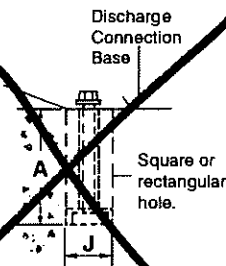
Accessories

Issued: 10/00

Supersedes: 3/96

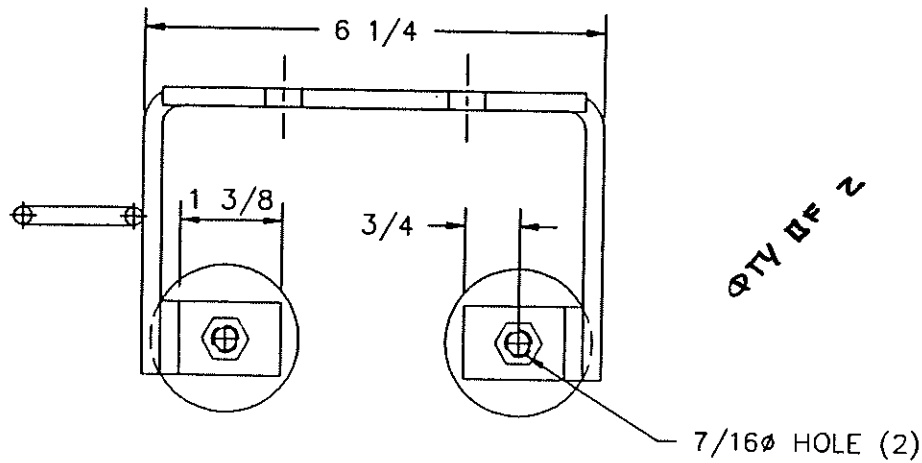
**BY OTHERS**

Install anchor with upper end of tube flush with concrete surface.



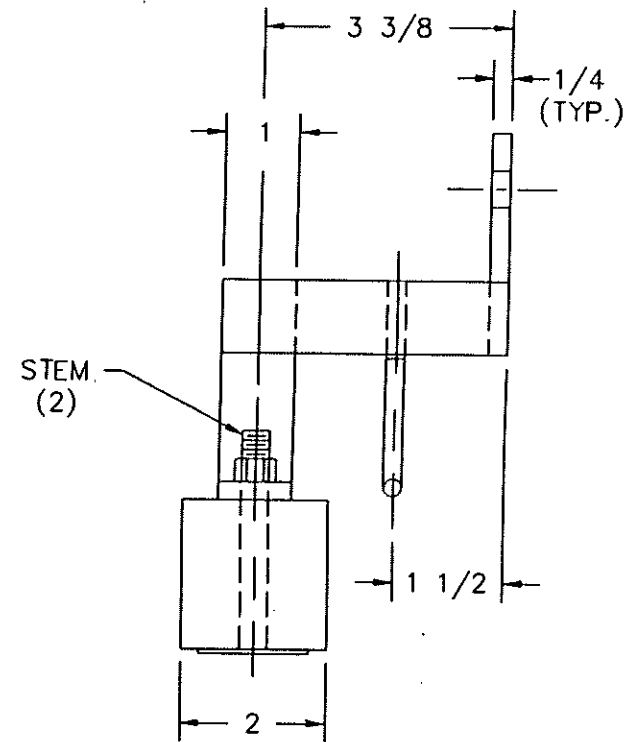
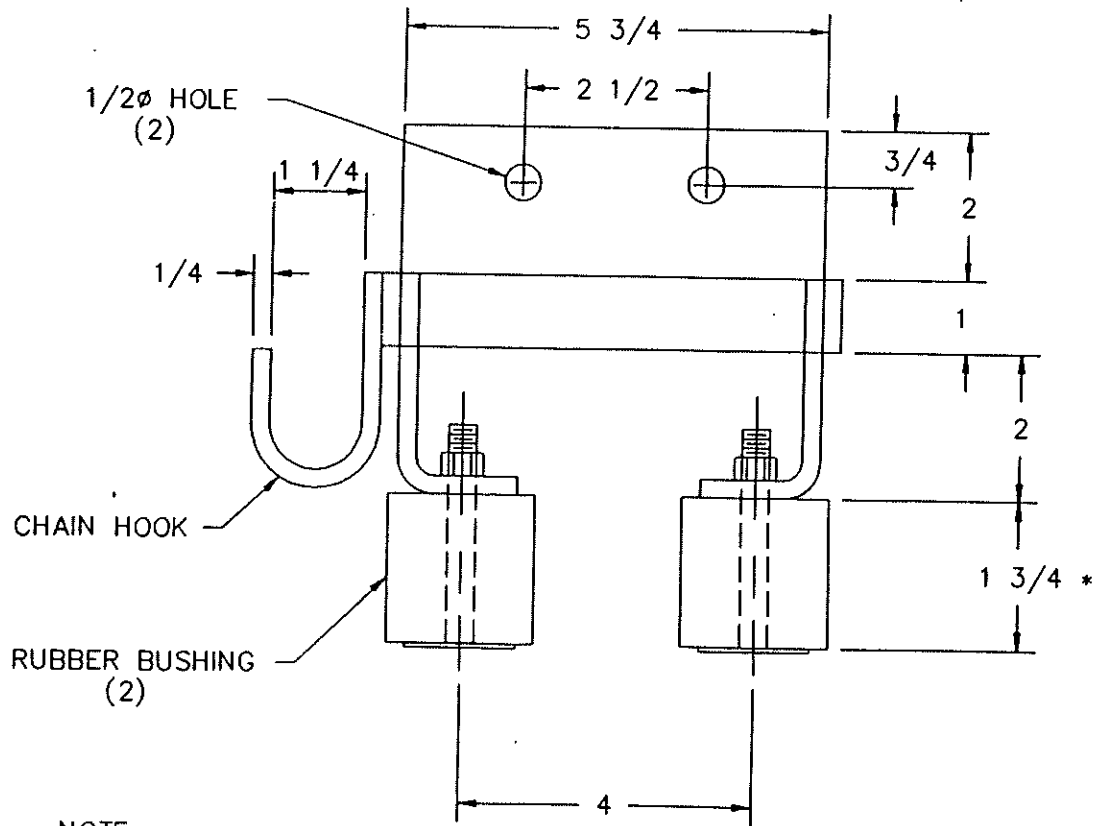
NOTE: Four Anchor Bolts and two Vibration Dampeners are required per pump.

PUMP MODEL	ANCHOR PART NUMBER	ANCHOR BOLT SIZE	VIBRATION DAMPENER	A	B	C	D	E	F	G	H	J	K	L	M
CP-3067 CP-3075 DP-3080 CP-3085 CP-3085/82 CP/NP-3102 CP/NP-3127 CP/NP-3140 CP/NP-3152 NP-3153	14 48 82 00	3/4"-10 UNC	255 47 00	12"	3/4"	2-1/4"	4"	2"	1"	1/16"	1-1/2"	4-3/4" SQ.	2-1/2"	3/4"	1/2"
CP/NP-3170 CP/NP-3201 CP/NP-3300	14 48 82 00	3/4"-10 UNC	255 47 01	12"	3/4"	2-1/4"	4"	3"	1-3/8"	1/16"	1-1/2"	5" SQ.	2-1/2"	3/4"	1/2"
CP-3231 CP-3306 CP-3356 CP-3312 CP-3351 CP-3400 CP-3501 CP-3531 CP-3602 CP-3800	14 48 82 10	1"-8 UNC	255 47 01	12"	1"	2-3/4"	5"	3"	1-3/8"	1/16"	1-3/4"	5" X 5-3/4"	2-3/4"	1"	1/2"



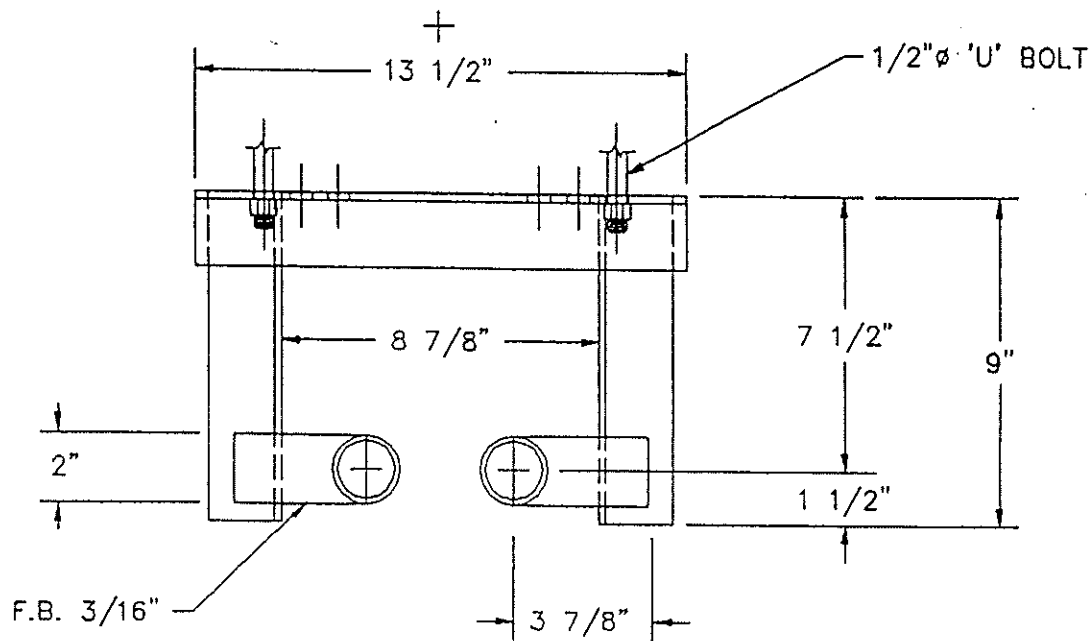
QTY DF 2

QUA.	DESCRIPTION	LENGTH
1	1/4 X 2 PLATE	5 3/4
1	1/4 X 1 F.B.	13
2	1/4 X 1 F.B.	4 1/8
2	3/8-16 X 2 1/2 STEM BOLT	
2	3/8ø NUT & LOCK WASHER	
2	16 GA. S.STL.	1 1/2ø
2	2 DIA. R. B.	1 3/4
1	1/4ø ROD	5



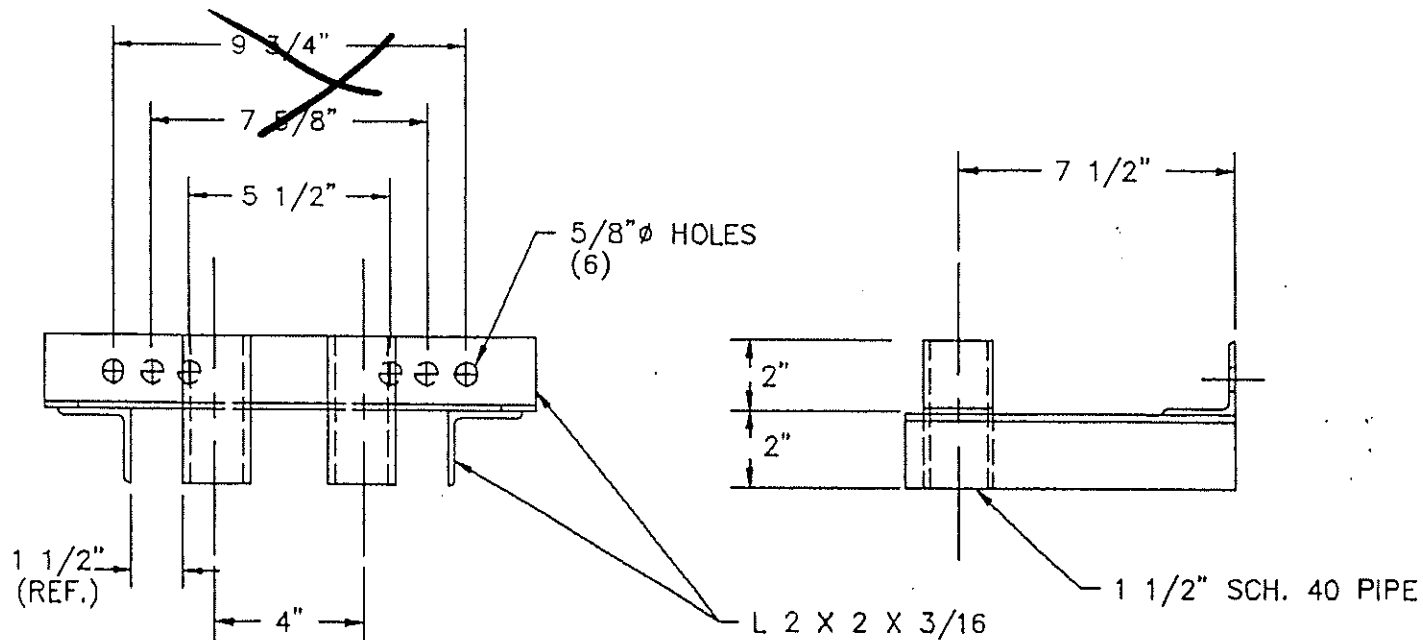
NOTE:  
1) \* = N.T.S.

<b>HP</b>		<b>HALLIDAY PRODUCTS</b>	
ORLANDO FL.			
SCALE 3/8	2" UPPER GUIDE RAIL BRACKET		STANDARD
DATE 9/14/92	FLYGT		APPROVED BY
REVISION	MATERIAL: STAINLESS STEEL		DWC NO. U4CEAAF



QUA.	DESCRIPTION	LENGTH
2	L 2 X 2 X 3/16	9"
1	L 2 X 2 X 3/16	13 1/2"
2	TRUE F.B. 3/16 X 2	3 7/8"
2	1 1/2 SCH 40 PIPE	4"
1	'U' BOLT W/ NUTS & WASHERS	

**1 PER PUMP**  
**2" x 4"**



<b>HP</b>		<b>HALLIDAY PRODUCTS</b>	
		ORLANDO FL.	
SCALE: NONE	2" DOUBLE RAIL INTERMEDIATE GUIDE	STANDARD	
DATE: 4/14/92	RAIL BRACKET 4, 6 & 8 D.I.P. FLYGT	APPROVED BY:	
APPROVED: 10/28/92	MATERIAL: STAINLESS STEEL (T-304)	DWG. NO. U40EAAF	

# Flygt Mix-Flush System

## Mix-Flush Model 4901, With 90° Discharge Elbow

**Section 10**



**Accessories**

Issued: 11/00

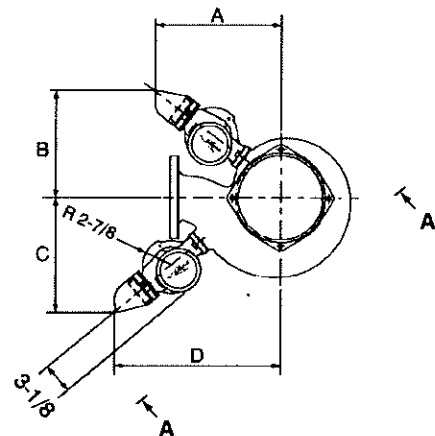
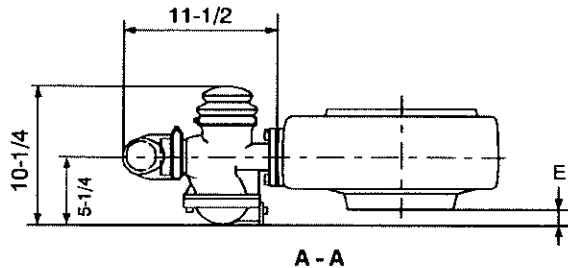
Supersedes: 6/97

**Standard Version, P/N 556 51 01 (Head must be above 10 feet, see individual curve)**

Model	Pump Housing	Impeller Code	A	B	C	D	E
*3085	398 90 21	434, 436, 438, 440	-	-	13-1/4	13-1/4	1-3/4
F-3085	435 34 05	491, 493	-	-	13	14-5/8	1/2
*3085/82	379 75 20	414	-	-	13-5/8	13-5/8	3/4
	303 24 20	432, 433, 435, 436, 437	-	-	11-1/8	16-1/2	7/8
*3102	303 35 20	441, 442	-	-	13-5/8	16-1/8	1-1/4
	383 99 20	441, 442	-	-	12	17-1/4	1-1/4
F-3102	435 34 05	491, 492	-	-	13	14-3/8	1/2
	309 25 20	432, 433, 434, 436	-	-	13-5/8	17	1/8
	309 27 22	441, 412, 442	13-1/4	11-7/8	-	-	-
3127	309 59 20	462, 463	-	-	12-3/8	16-7/8	2-1/4
	426 44 20	432, 433, 434, 436	-	-	11-1/8	16-1/2	7/8
	465 14 22	461, 467, 481, 482	-	-	14-1/2	16	3/4
F-3127	435 32 06	491, 492	-	-	14-1/8	16-1/2	-
	381 05 22	612, 614	15-7/8	13-1/8	-	-	-
3140	412 09 20	436	-	-	13-5/8	19-3/4	-
	556 01 22	480, 481	-	-	14-1/4	15-7/8	-
	391 01 20	452, 454	-	-	12	18-7/8	-
	408 51 20	452, 454	-	-	13-1/4	17-1/2	1/2
3152	408 51 30	267, 268, 269	-	-	13-1/4	17-1/2	1/2
	412 09 20	432, 434, 436	-	-	13-5/8	19-3/4	-
	437 96 22	620, 622, 624	15-1/4	15-1/8	-	-	-
F-3152	445 73 05	491, 690, 691	-	-	14	17-1/2	-
	643 62 00	452, 453, 454, 455, 456, 457	15	12-5/8	-	-	3/4
3153	643 63 00	432, 433, 434, 435, 436	15	12-5/8	-	-	-
	643 64 00	412, 413, 414, 415	15	12-5/8	-	-	-
	654 78 00	622, 623, 624, 625	15	15	-	-	-
	521 21 20	603 to 607	-	-	15-3/4	24-1/2	-
3170	535 23 22	442, 443	16-1/4	15-1/8	-	-	-
	535 30 22	463, 464	15-3/4	15-5/8	-	-	-
	384 24 19	636, 637, 638	-	-	15-3/8	24-5/8	-
3201	412 11 22	452, 454, 457, 458	17-1/2	13-3/8	-	-	-
	437 90 20	821, 822, 823, 824, 825	-	-	16-7/8	27-3/4	-
	319 30 22	636, 638	20-3/4	14-1/2	-	-	-
3300	319 34 22	804 to 809	19	14-1/2	-	-	-
	319 36 20	454, 461 to 468	-	-	15	21-3/4	-

**\* Flush Valve for Low Head Version, P/N 556 51 02**  
(Head must be above 7.5 feet and below 10 feet, see individual curve)

**Note:** Add 2" to Dimensions A & D and 2-3/8" to B & C when using valve with straight outlet pipe.



# Flygt Mix-Flush System

## Mix-Flush Valve Specification

Section 10



Accessories

Issued: 10/00

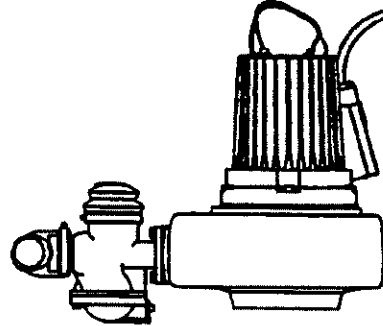
Supersedes:

At least one pump in each sump shall be equipped with an automatically operating valve that will provide a mixing action within the sump at the start-up of the pumping cycle.

This valve shall be mounted directly on the pump volute and shall direct a portion of the pumpage into the sump to flush and re-suspend solids and grease by the turbulent action of its-discharge. The turbulent action caused by the flow shall also provide some sump aeration benefits. The valve shall be mounted on the pump volute so that it can be removed from the sump along with the pump during normal and routine maintenance checks and shall be positioned on the volute to provide for non-clogging operation. The valve shall be equipped with an adjustable, wear-resistant discharge nozzle which shall be used to direct flow from the valve to optimize mixing action within the sump.

The valve shall not require any external power source or control to operate, neither electric nor pneumatic. The use of the external power source is not acceptable. The valve shall be suitable for use in Class I, Division 1 hazardous locations.

The valve shall open at the beginning of each pumping cycle and shall automatically close during pump operation after a pre-selected time of operation. The valve shall operate automatically by differential pressure across the valve and shall be actuated through a self-contained hydraulic system which uses an environmentally safe fluid. A method of adjusting the valve operating time shall be provided.



# Flygt Monitoring Devices

## MultiTrobe® Liquid Level Control System



**Controls**

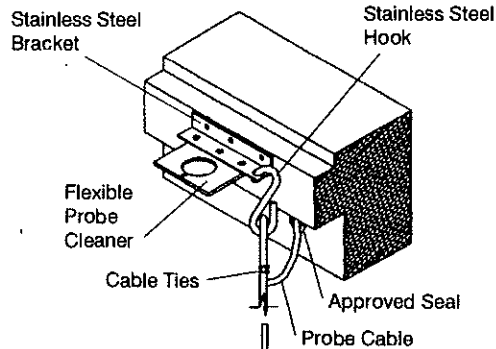
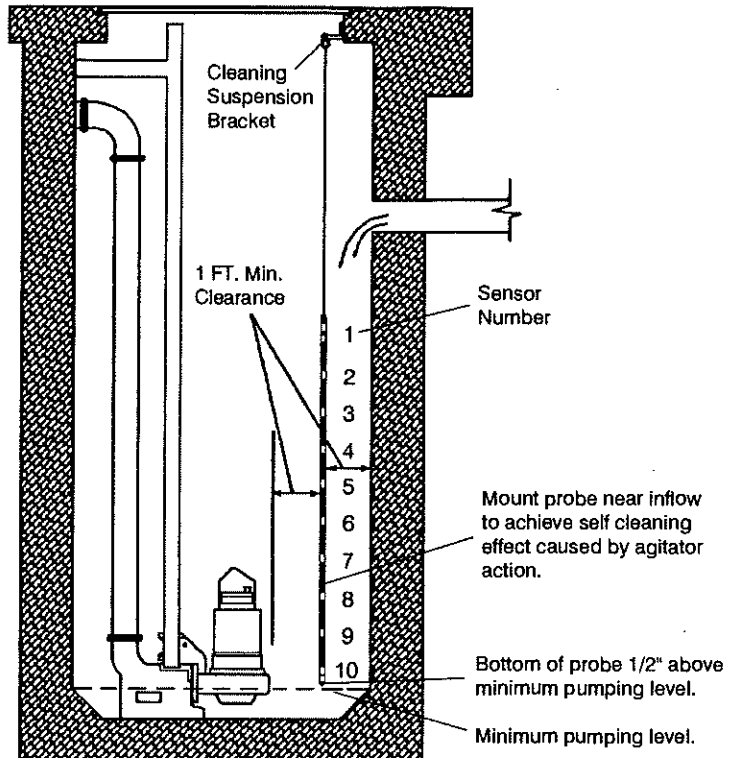
Issued: 6/96

Supersedes:

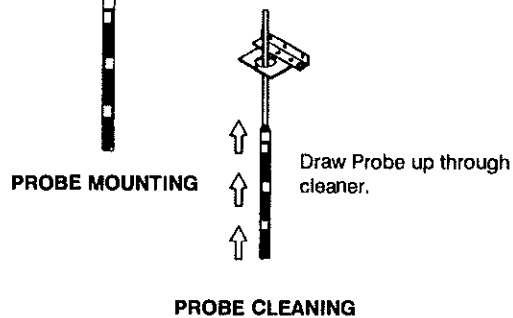
MultiTrobe Liquid Level Control System, offered by Flygt, is a conductance actuated control system utilizing the electrical conductivity of the liquid to carry a small current which, when sensed, activates the appropriate controls. The one-piece multi-sensored probe has the capability to control several pumps and alarms, as well as indicate levels, using discrete set points. The system is composed of a multi-sensored or single-sensored liquid detection probe used in conjunction with various MultiTrobe solid state, monitoring, indicating and logic control devices.

This system provides:

- Maximum Reliability
- Minimum Cost
- Ease of installation
- Low Maintenance
- User-friendliness



Note:  
MultiTrobe is a Registered  
Trademark of MultiTrobe Pty Ltd  
& MultiTrobe Inc.



# Flygt Monitoring Devices

## MultiTrode® Liquid Level Control System

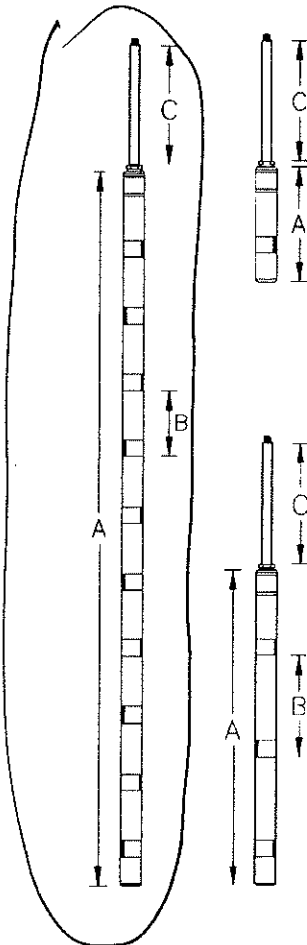


**Controls**

Issued: 1/99

Supersedes: 6/96

### MultiTrode Probes



Model	*A (INCHES)	B (INCHES)	*C (FEET)	Part Number
0.2/1-10	7	--	33	14-410000
0.2/1-30	7	--	100	14-410001
0.5/3-10	20	6	33	14-410002
0.5/3-30	20	6	100	14-410003
1.0/10-10	40	4	33	14-410004
1.0/10-30	40	4	100	14-410005
1.5/10-10	60	6	33	14-410006
1.5/10-30	60	6	100	14-410007
2.0/10-10	80	8	33	14-410008
2.0/10-30	80	8	100	14-410009
2.5/10-10	100	10	33	14-410010
2.5/10-30	100	10	100	14-410011
3.0/10-10	120	12	33	14-410048
3.0/10-30	120	12	100	14-410049

A = Nominal Probe length  
 B = Distance between sensors  
 C = Cable length

\*Consult Factory for special probe sizes and special cable lengths.

MultiTrode probes were specifically designed for the turbulent conditions encountered in water, sewage and Industrial tanks and pits. These probes provide:

- Maximum Reliability
- Minimum Cost
- Simple installation from outside of sump
- Low Maintenance
- Unaffected by fat, grease, debris and foam.
- Safe, low sensing voltage
- Excellent in turbulent sumps
- Operates with Flygt Mix-Flush valve.
- Intrinsically Safe operation using MultiTrode's I.S. Barrier.

#### Specifications

##### Probe Materials:

**Sensors:** Avesta 254 SMO High Grade Stainless Steel Alloy.

**Probe Casing:** uPVC Premium Quality Extruded Tube

**Cable:** PVC/PVC Multi-core.

##### Probe Dimensions:

**Dimensions:** Diameter: 1-1/4"  
 Length: as specified (see table at left)

**Mounting:** Via the supplied MultiTrode suspension/cleaning bracket inside the wet well.

##### Temperature Range:

Working Temperature °C: 0° to 100°  
 Working Temperature °F: 14° to 212°

##### Cable:

Conductor:	Multicore Three core Single core		
	Conductor Size	0.75 mm <sup>2</sup>	0.75 mm <sup>2</sup>
Strands	24	24	30
Ohms/Km	25 Ohms	25 Ohms	20 Ohms
Ohms/mile	40 Ohms	40 Ohms	32 Ohms

##### Oversheath:

Nom. Diameter	12 mm	8 mm	6.9 mm
---------------	-------	------	--------

##### Colors:

Multi cores Light Blue  
 Oversheath Dark Blue

# Flygt Monitoring Devices

## MultiTrobe® Liquid Level Control System



Controls

Issued: 6/96

Supersedes:

### Probe Specifications

#### Description

The probe shall be constructed from uPVC 1.25 inch tubing with molded sensor units at regular intervals along the probe. Each sensor unit will be PVC injected to prohibit ingress of moisture, and the sensor material will be Avesta SMO254 stainless steel.

#### Mounting

The probe will be mounted in a turbulent area of the wet well, suspended on its own cable and connected to a .23 inch stainless steel hook which will be hooked to a 1.18 inch stainless steel angle containing a polyurethane squeegee pad positioned in the opening into the wet well, so that the probe can be removed without entering the wet well. The squeegee will have a 1.18 inch hole and slot, enabling the probe to be pulled through and cleaned.

This installation will be done in accordance with the manufacturer's installation instructions.

The probe is covered by the manufacturer's two-year warranty.

#### Probe & Sensors

10 sensors will be spaced along the length of the probe assembly, and each will be individually connected to a correspondingly numbered PVC/PVC .03 inch flexible cable.

The molded sensor unit will contain two Avesta sensors mounted on opposing sides of sensor unit. Each Avesta sensor will be .94 inches high and no wider than .08 inches, and will protrude from the surface of the PVC.

The probe shall be pressure injected with an epoxy resin to encapsulate all internal components and connections to form a rigid, homogenous unit.

Each sensor unit containing the two Avesta sensors will be rotated 90 degrees to the previous sensor unit to eliminate tracking between sensors.

#### Cable

The cable will be numbered (number and text) along the entirety of the cable and at intervals not greater than 7.5 inches for identification. This cable will be dark blue in color, with the cores light blue.

The flexible cables shall be capable of supporting the weight of the probe and cable, without the need for additional support.

The cable shall be secured to the top of the probe by a synthetic rubber compression fitting.

# Flygt Monitoring Devices

## MultiTrod® Liquid Level Control System

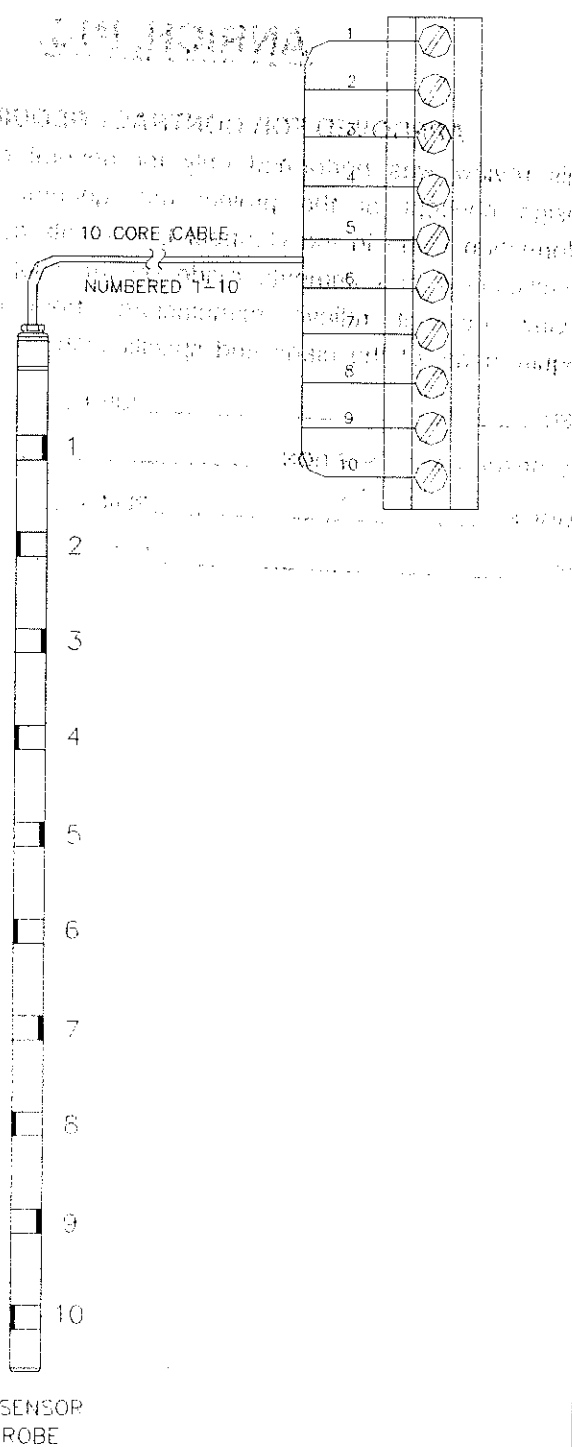
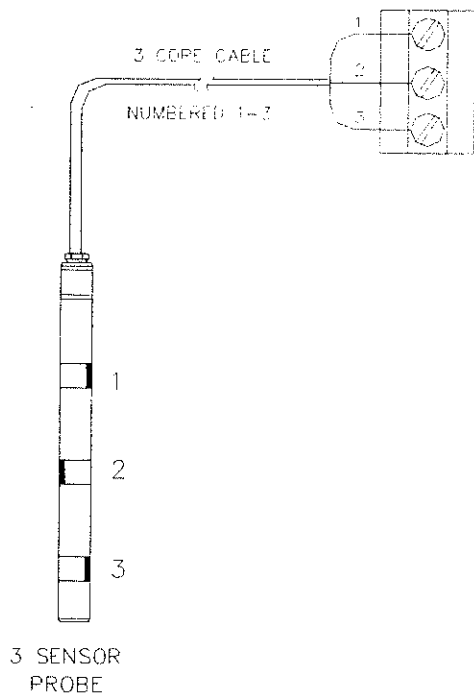
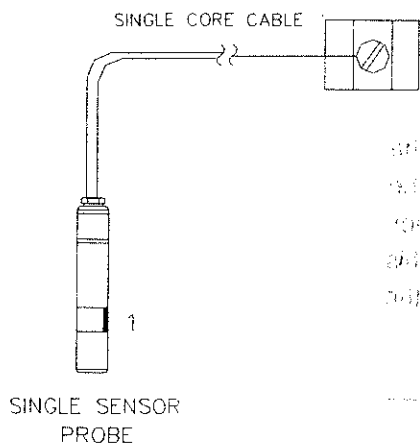


**Controls**

Issued: 6/96

Supersedes:

### Probe Wiring Diagram



# Precast 48"Ø Sanitary Manhole

## GENERAL NOTES:

CONCRETE:  $f'_c = 5,000$  PSI @ 28 DAYS. TYPE II OR TYPE III CEMENT SHALL BE USED.

DEFORMED STEEL CONFORMS TO ASTM A615 GRADE 60. WELDED WIRE FABRIC CONFORMS TO ASTM A1064.

DUAL SEAL II PIPE GASKETS MANUFACTURED BY HAMILTON KENT AND CONFORMS TO ASTM C923.

BITUMEN CONSEAL CS-102B JOINT MATERIAL MANUFACTURED BY CONCRETE SEALANTS, INC. AND CONFORMS TO FEDERAL SPECIFICATIONS SS-S-210A.

EXTERIOR WALLS SHALL RECEIVE (2) COATS OF PROMASTIC 900 COAL TAR WATERPROOFING PITCH. COATING MANUFACTURED BY PROGUARD COATINGS, INC.

INTERIOR SURFACES SHALL RECEIVE (2) COATS OF CARBOLINE CARBOGUARD 891 VOC EPOXY WATERPROOFING. COATING MANUFACTURED BY CARBOLINE COMPANY.

STEPS SHALL BE MADE OF POLYPROPYLENE ENCASED STEEL AS MANUFACTURED BY M.A. INDUSTRIES, INC. AND CONFORMS TO ASTM C478.

EJ 1045 FRAME & 1040AGS COVER w/ "EAST WHITELAND SAN. SEWER" LETTERING, SUPPLIED BY THCP; INSTALLED BY CONT'R TOWNSHIP

(4) 3/4" ADJUSTABLE INSERTS @ 90°

GRADE ADJUST BY CONT'R

24"Ø ACCESS

CONE TOP OR FLAT TOP AS REQ'D

2'-0", 3'-0", OR 4'-0" AS REQ'D

RISER(S) AS/IF REQ'D

5"

- NO EXCEPTIONS
- EXCEPTIONS AS NOTED
- REVISE AND RESUBMIT
- REJECTED

Fabrication/Installation may be undertaken. Approval does not authorize changes in the Contract Sum or Contract Time unless stated by Change Order or Construction Change Directive.  
Fabrication/Installation MAY NOT be undertaken. In resubmitting, limit corrections to the items marked.

**ALL MANHOLES MEET THE REQUIREMENTS OF ASTM C478**

Review is only for conformance with the information given and the design concept of the Project as expressed in the Contract Documents. Review of submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, or for substantiating instructions for the installation or performance of equipment or systems, all of which are the responsibility of the Contractor as required by the Contract Documents. The Engineer's review of the Contractor's submittals shall not relieve the Contractor from any obligation contained in the Contract Documents. The Engineer's review shall not constitute approval of any construction means, methods, techniques, sequences, or any safety precautions or procedures. The Engineer's acceptance of an item shall not indicate approval of an assembly of which the item is a component.

By: CF



PENNONI ASSOCIATES INC. CONSULTING ENGINEERS

BITUMEN CONSEAL CS-102B (PH)  
POLY STEPS @ 12" c/c  
STEEL WALLS @ 12" c/c

Date: 6/18/2019  
DUAL SEAL II PIPE GASKETS PER ASTM C923 AS REQ'D

### STRUCTURES:

- METER MH
- MH C
- MH D

⇐ INDICATES PIPE INSERTION DIRECTION

8"

1 1/2" CLR.

FLANGED BASE

.14 SQ. IN./FT. E.W.

CHANNEL FORMED IN PLANT BY THCP (MANHOLES C & D ONLY)

Copyright © 2008 Terre Hill Concrete Products

JOB: FLAT ROAD PUMP STATION  
EAST WHITELAND TWP., CHESTER CO., PA



No better solution.

CONT'R: EAST WHITELAND TOWNSHIP

BY: IDL

FILE NO: 1902157

DATE: 6/12/19

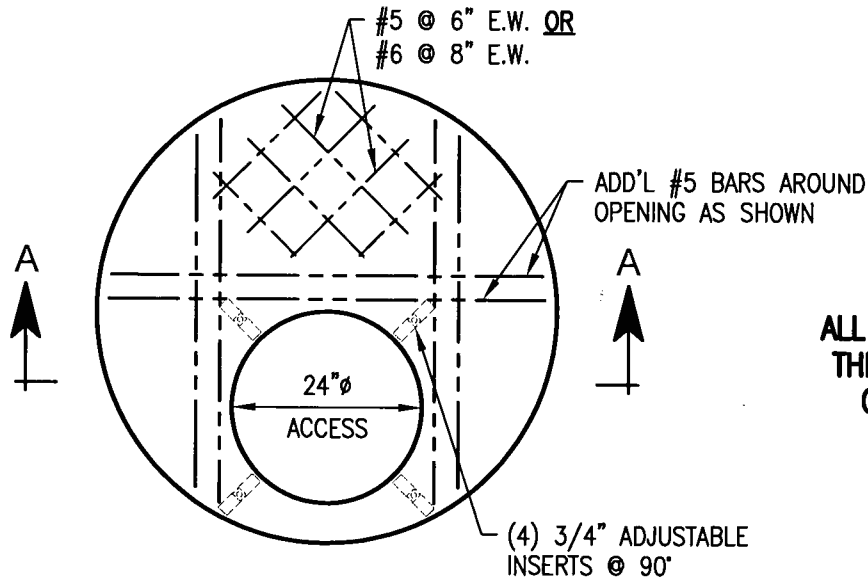
TERRE HILL, PA. 1-800-242-1509

# Precast 48"Ø Sanitary Manhole Flat Top

## GENERAL NOTES:

CONCRETE:  $f'_c = 5,000$  PSI @ 28 DAYS. TYPE II OR TYPE III CEMENT SHALL BE USED.

DEFORMED STEEL CONFORMS TO ASTM A615 GRADE 60.



ALL MANHOLES MEET THE REQUIREMENTS OF ASTM C478

**PLAN**

EJ 1045 FRAME & 1040AGS COVER w/ "EAST WHITELAND SAN. SEWER" LETTERING, SUPPLIED BY ~~THCP~~, INSTALLED BY CONTR **TOWNSHIP**

<input type="checkbox"/> NO EXCEPTIONS	Fabrication/Installation may be undertaken. Approval does not authorize changes in the Contract Sum of Contract Time unless stated in Change Order or Construction Change Directive
<input checked="" type="checkbox"/> EXCEPTIONS AS NOTED	
<input type="checkbox"/> REVISE AND RESUBMIT	Fabrication/Installation MAY NOT be undertaken. In resubmitting, limit corrections to the items marked.
<input type="checkbox"/> REJECTED	

Review is only for conformance with the information given and the design concept of the Project as expressed in the Contract Documents. Review of submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, or for substantiating instructions for the installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Engineer's review of the Contractor's submittals shall not relieve the Contractor from any obligation contained in the Contract Documents. The Engineer's review shall not constitute approval of any construction means, methods, techniques, sequences, or any safety precautions or procedures. The Engineer's acceptance of a specific item shall not indicate approval of an assembly of which the item is a component.

By: CF Date: 6/18/2019

**SECTION A-A**

**Pennoni** PENNONI ASSOCIATES INC. CONSULTING ENGINEERS

(4) 3/4" ADJUSTABLE INSERTS @ 90°

GRADE ADJUST BY CONTR

#5 @ 6" E.W. OR #6 @ 8" E.W.

APPROX. WEIGHT:  
- 1,750 LBS. -

Copyright © 2008 Terre Hill Concrete Products

JOB: FLAT ROAD PUMP STATION  
EAST WHITELAND TWP., CHESTER CO., PA

CONTR: EAST WHITELAND TOWNSHIP

BY: IDL

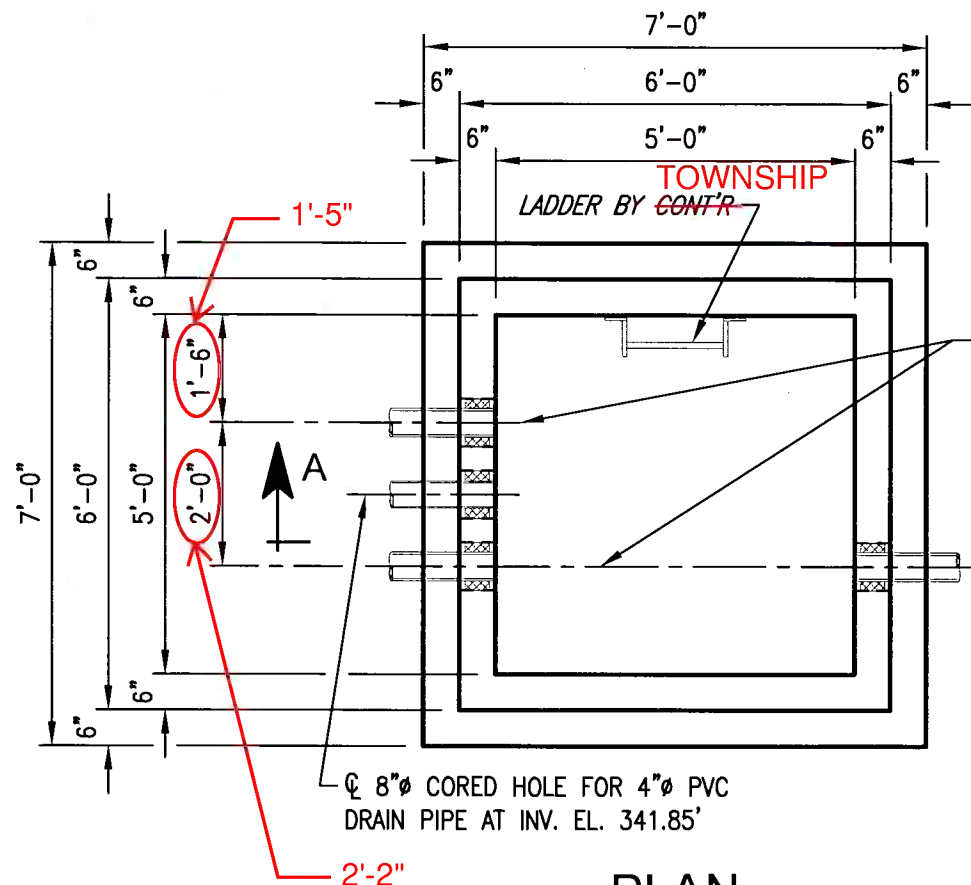
FILE NO: 1902157

DATE: 6/12/19



No better solution.

TERRE HILL, PA. 1-800-242-1509

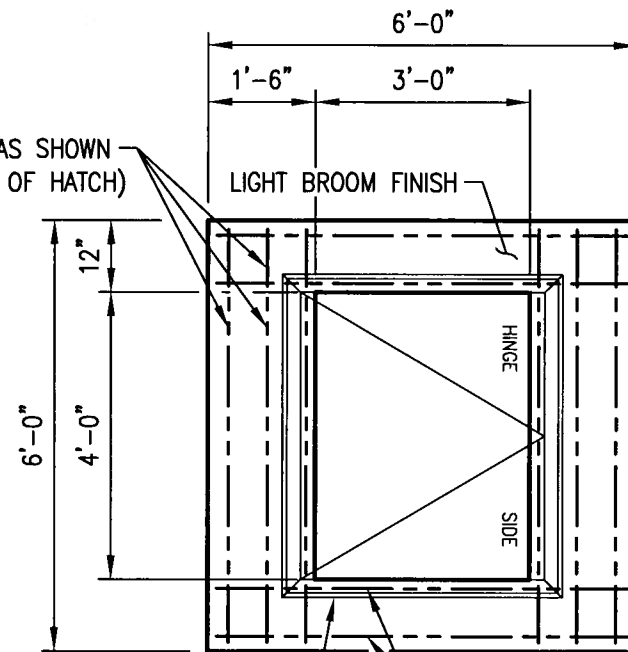


**PLAN**  
BELOW TOP SLAB

(3) #4 BARS AS SHOWN  
(TYP. 2 SIDES OF HATCH)

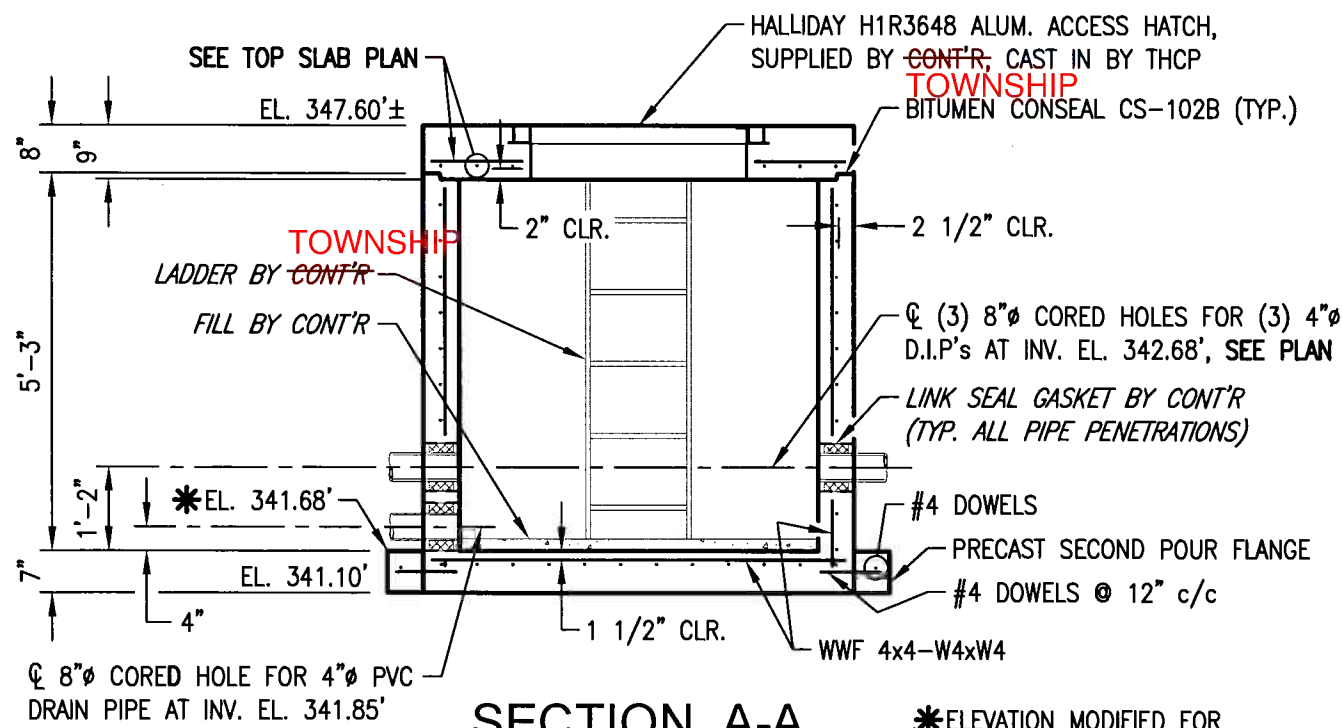
(2)  $\varnothing$ 's 8"  $\varnothing$  CORED HOLES  
FOR (3) 4"  $\varnothing$  D.I.P.'s AT  
INV. EL. 342.68'

$\varnothing$  8"  $\varnothing$  CORED HOLE FOR 4"  $\varnothing$  PVC  
DRAIN PIPE AT INV. EL. 341.85'



**TOP SLAB PLAN**

HALLIDAY H1R3648 ALUM. ACCESS HATCH,  
SUPPLIED BY CONTR, CAST IN BY THCP  
TOWNSHIP



**SECTION A-A**

\*ELEVATION MODIFIED FOR  
MANUFACTURING PURPOSES

NOTE: SOME DIMENSIONS SCALED FROM  
CONTRACT DRAWINGS. CONTR MUST  
CONFIRM DURING REVIEW PROCESS.

NOTE: ALL HOLES FOR ELECTRICAL  
CONDUITS OR ANY OTHER MISC.  
OPENINGS NOT SHOWN ON THIS  
DRAWING SHALL BE LOCATED AND  
CORED IN FIELD BY CONTRACTOR.

**GENERAL NOTES:**

CONCRETE:  $f'_c$  = 5,000 PSI @ 28 DAYS. TYPE II OR TYPE III  
CEMENT SHALL BE USED.

DEFORMED STEEL CONFORMS TO ASTM A615 GRADE 60. WELDED  
WIRE FABRIC CONFORMS TO ASTM A1064.

BITUMEN CONSEAL CS-102B JOINT MATERIAL MANUFACTURED BY  
CONCRETE SEALANTS, INC. AND CONFORMS TO FEDERAL  
SPECIFICATIONS SS-S-210A.

EXTERIOR WALLS SHALL RECEIVE (2) COATS OF PROMASTIC 900  
COAL TAR WATERPROOFING PITCH. COATING MANUFACTURED BY  
PROGUARD COATINGS, INC.

INTERIOR SURFACES SHALL RECEIVE (2) COATS OF CARBOLINE  
CARBOGUARD 891 VOC EPOXY WATERPROOFING (WHITE). COATING  
MANUFACTURED BY CARBOLINE COMPANY.

THIS DRAWING SHOWS AND/OR DETAILS THOSE ITEMS WHICH  
ARE EITHER FABRICATED OR SUPPLIED BY TERRE HILL  
CONCRETE PRODUCTS AND DOES NOT NECESSARILY SHOW OR  
DETAIL THOSE ITEMS FOR WHICH OTHERS ARE RESPONSIBLE.

<input type="checkbox"/> NO EXCEPTIONS	Fabrication/Installation may be undertaken. Approval does not authorize changes in the Contract Sum or Contract Time unless stated by Change Order or Construction Change Directive
<input checked="" type="checkbox"/> EXCEPTIONS AS NOTED	
<input type="checkbox"/> REVISE AND RESUBMIT	Fabrication/Installation MAY NOT be undertaken. In resubmitting, limit corrections to the items marked.
<input type="checkbox"/> REJECTED	

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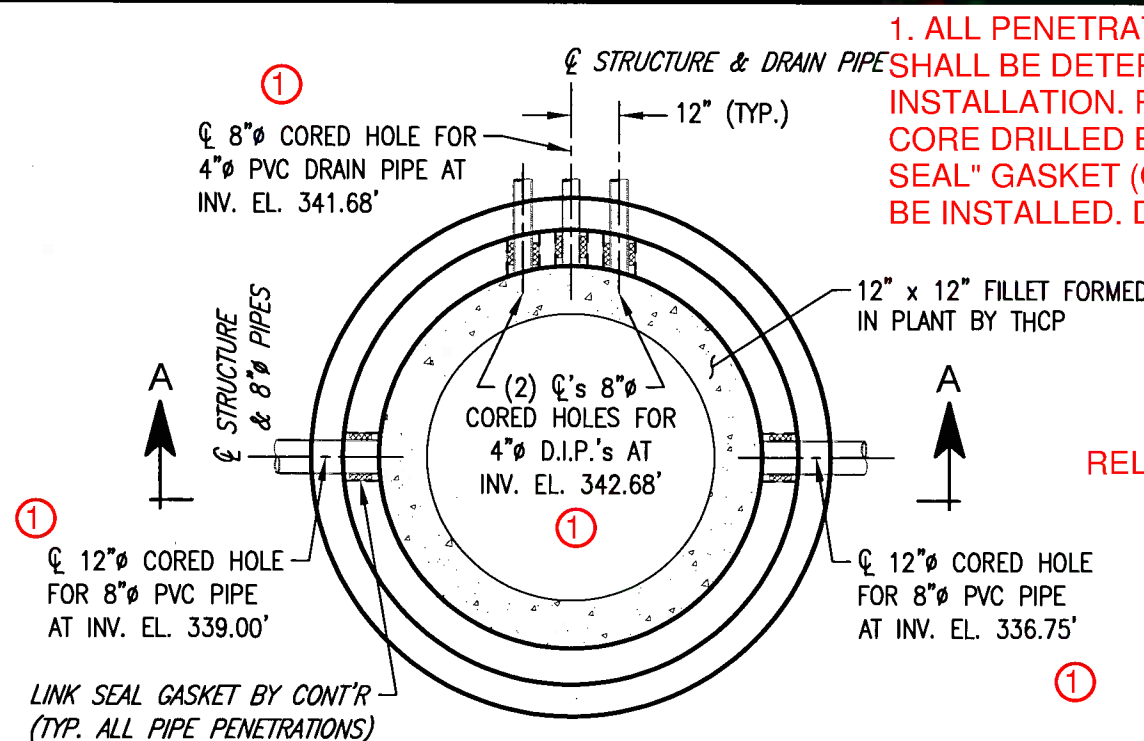
APPROX. WEIGHTS:  
BASE PIECE..... 1,300 LBS  
TOP SLAB..... 2,500 LBS

By: CF Date: 6/18/2019

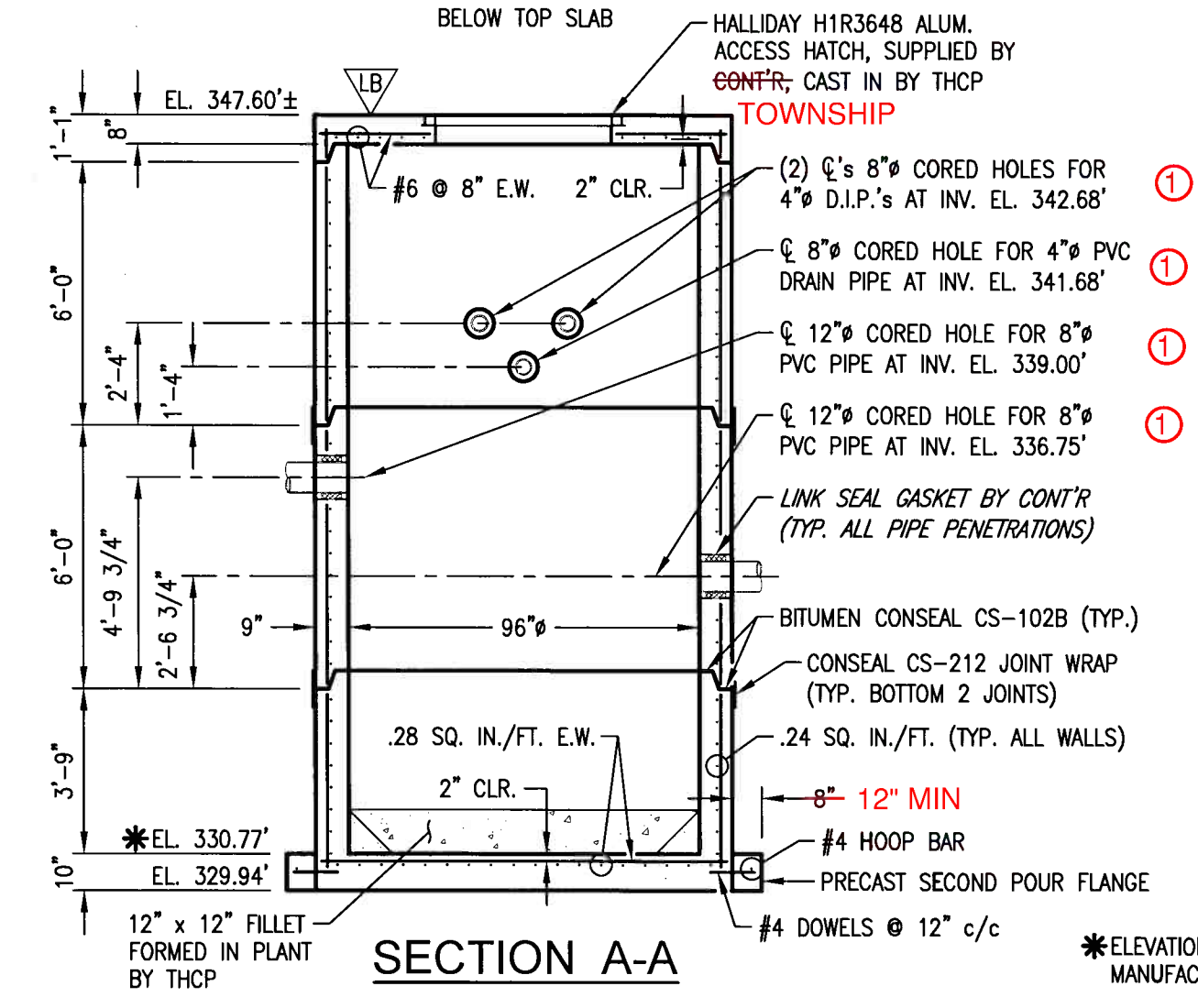
**Pennoni** PENNONI ASSOCIATES INC.  
CONSULTING ENGINEERS

NOTE TO REVIEWER: PLEASE INDICATE REVIEW/APPROVAL STATUS,  
ALONG WITH SIGNATURE AND DATE, DIRECTLY ON THIS DRAWING.

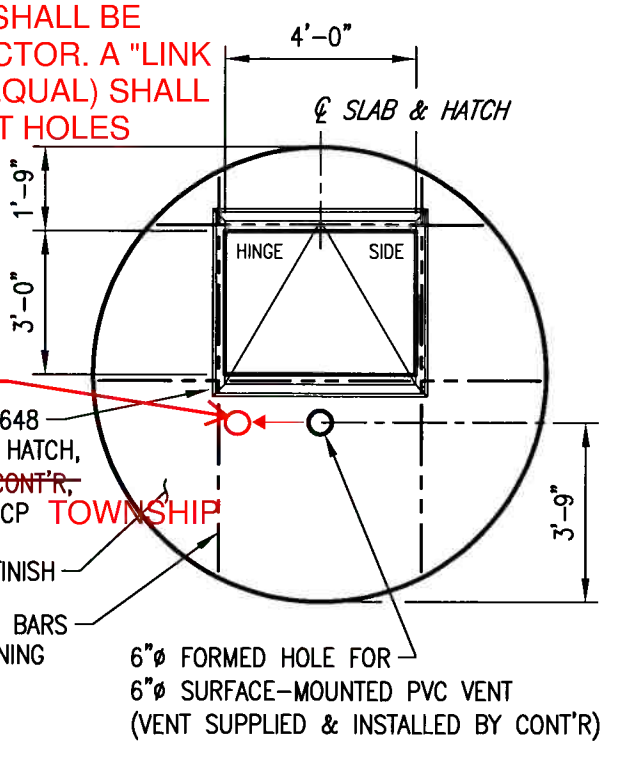
<b>TERRE HILL</b> CONCRETE PRODUCTS <i>No better solution.</i> TERRE HILL, PA. (717)445-3100		
<b>REVISIONS</b>	PRECAST 5'-0" SQ. VALVE VAULT	
	JOB: FLAT ROAD PUMP STATION EAST WHITELAND TWP., CHESTER CO., PA	
	CONTR: EAST WHITELAND TOWNSHIP	
	ENG'R:	
BY: IDL	DATE: 6/12/19	SHT. 1 OF 1



**PLAN**  
BELOW TOP SLAB



**SECTION A-A**



**TOP SLAB PLAN**

**APPROX. WEIGHTS:**  
 BASE PIECE.....26,400 LBS.  
 LOWER RISER...19,000 LBS.  
 UPPER RISER...19,100 LBS.  
 TOP SLAB.....7,000 LBS.

**NOTE: SOME DIMENSIONS SCALED FROM CONTRACT DRAWINGS. CONTR MUST CONFIRM DURING REVIEW PROCESS.**

**NOTE: ALL HOLES FOR ELECTRICAL CONDUITS OR ANY OTHER MISC. OPENINGS NOT SHOWN ON THIS DRAWING SHALL BE LOCATED AND CORED IN FIELD BY CONTRACTOR.**

**GENERAL NOTES:**

- CONCRETE: f'c = 5,000 PSI @ 28 DAYS. TYPE II OR TYPE III CEMENT SHALL BE USED.
- DEFORMED STEEL CONFORMS TO ASTM A615 GRADE 60. WELDED WIRE FABRIC CONFORMS TO ASTM A1064.
- BITUMEN CONSEAL CS-102B JOINT MATERIAL MANUFACTURED BY CONCRETE SEALANTS, INC. AND CONFORMS TO FEDERAL SPECIFICATIONS SS-S-210A.
- CONSEAL CS-212 SUPPLIED BY THCP. CONTRACTOR SHALL INSTALL IN FIELD. CONSEAL CS-212 MANUFACTURED BY CONCRETE SEALANTS, INC.
- EXTERIOR WALLS SHALL RECEIVE (2) COATS OF PROMASTIC 900 COAL TAR WATERPROOFING PITCH. COATING MANUFACTURED BY PROGUARD COATINGS, INC.
- INTERIOR SURFACES SHALL RECEIVE (2) COATS OF CARBOLINE CARBOGUARD 891 VOC EPOXY WATERPROOFING (WHITE). COATING MANUFACTURED BY CARBOLINE COMPANY.
- THIS DRAWING SHOWS AND/OR DETAILS THOSE ITEMS WHICH ARE EITHER FABRICATED OR SUPPLIED BY TERRE HILL CONCRETE PRODUCTS AND DOES NOT NECESSARILY SHOW OR DETAIL THOSE ITEMS FOR WHICH OTHERS ARE RESPONSIBLE.

<input type="checkbox"/> NO EXCEPTIONS	Fabrication/Installation may be undertaken. Approval does not authorize changes in the Contract Sum or Contract Time unless stated by Change Order or Construction Change Directive
<input checked="" type="checkbox"/> EXCEPTIONS AS NOTED	
<input type="checkbox"/> REVISE AND RESUBMIT	Fabrication/Installation MAY NOT be undertaken. In resubmitting, limit corrections to the items marked.
<input type="checkbox"/> REJECTED	

Review is only for **ALL MANHOLES MEET THE REQUIREMENTS OF ASTM C478** for field girth and the design concept of the Project as expressed in the Contract Documents. Review of submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, or for substantiating instructions for the installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Engineer's review of the Contractor's submittals shall not relieve the Contractor from any obligation contained in the Contract Documents. The Engineer's review shall not constitute approval of any construction means, methods, techniques, sequences, or any safety precautions or procedures. The Engineer's acceptance of a specific item shall not indicate approval of an assembly of which the item is a component.

By: **CF** Date: 6/18/2019  
**NOTE TO REVIEWER: PLEASE INDICATE REVIEW/APPROVAL STATUS, ALONG WITH SIGNATURE AND DATE, DIRECTLY ON THIS DRAWING.**  
 Pennoni PENNONI ASSOCIATES AND CONSULTING ENGINEERS



REVISIONS	PRECAST 96"Ø WET WELL		
	JOB: FLAT ROAD PUMP STATION EAST WHITELAND TWP., CHESTER CO., PA		
	CONTR: EAST WHITELAND TOWNSHIP		
	ENG'R:		
	BY: IDL	DATE: 6/12/19	SHT. 1 OF 1



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Suite 200  
King of Prussia, PA 19406  
T: 610-277-2402  
F: 610-277-7449

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## Act 14 Notifications



3100 Horizon Drive  
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King of Prussia, PA 19406  
T: 610-277-2402  
F: 610-277-7449

www.pennoni.com

August 13, 2021

EWTPX17001

**CERTIFIED MAIL/RETURN RECEIPT**

Jeanne E. Casner, MPH, PMP - County Health Director  
Chester County Health Department  
601 Westtown Road, Suite 290  
West Chester, PA 19380-0990

**Re: Act 14 Notification - Water Quality Management Permit Application  
East Whiteland Township  
Flat Road Pump Station**

Dear Ms. Casner:

In accordance with Pennsylvania Act 14 we are hereby notifying the Health Department that an Application for a Water Quality Management Permit will be submitted to the Pennsylvania Department of Environmental Protection (PADEP) on behalf of East Whiteland Township. The Application seeks approval to re-issue a permit for the Township's existing Flat Road Pump Station since no permit has been able to be located for the 47-year-old pump station. No changes are proposed to the existing pump station.

Acts 67 and 68 of 2000, which amended the Municipalities Planning Code (MPC) to support sound land use practices and planning efforts, direct state agencies to consider comprehensive plans and zoning ordinances when reviewing applications for permitting of facilities or infrastructure, and specify that state agencies may rely upon comprehensive plans and zoning ordinances under certain conditions as described in sections 619.2 and 1105 of the MPC.

Enclosed is a General Information Form (GIF) completed by the applicant for this project. PADEP invites you to review the attached GIF and comment on the land use aspects of this project; please be specific when identifying any area of conflict. If you wish to submit comments for PADEP to consider in a land use review of this project, you must respond within 30 days to the PADEP Southeast Regional Office. If there are no land use comments received by the end of the comment period, PADEP will assume that there are no substantive land use conflicts and proceed with the normal application review process.

Sincerely,

**PENNONI ASSOCIATES INC.**

Charles Faulkner, PE  
Senior Engineer

/ela

cc: John Neild, Director of Public Works, East Whiteland Township, via email



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Suite 200  
King of Prussia, PA 19406  
T: 610-277-2402  
F: 610-277-7449

www.pennoni.com

August 13, 2021

EWTPX17001

**CERTIFIED MAIL/RETURN RECEIPT**

Brian N. O'Leary, AICP, Executive Director  
Chester County Planning Commission  
601 Westtown Road, Suite 270  
P.O. Box 2747  
West Chester, PA 19382

**Re: Act 14 Notification - Water Quality Management Permit Application  
East Whiteland Township  
Flat Road Pump Station**

Dear Mr. O'Leary:

In accordance with Pennsylvania Act 14 we are hereby notifying the Commission that an Application for a Water Quality Management Permit will be submitted to the Pennsylvania Department of Environmental Protection (PADEP) on behalf of East Whiteland Township. The Application seeks approval to re-issue a permit for the Township's existing Flat Road Pump Station since no permit has been able to be located for the 47-year-old pump station. No changes are proposed to the existing pump station.

Acts 67 and 68 of 2000, which amended the Municipalities Planning Code (MPC) to support sound land use practices and planning efforts, direct state agencies to consider comprehensive plans and zoning ordinances when reviewing applications for permitting of facilities or infrastructure, and specify that state agencies may rely upon comprehensive plans and zoning ordinances under certain conditions as described in sections 619.2 and 1105 of the MPC.

Enclosed is a General Information Form (GIF) completed by the applicant for this project. PADEP invites you to review the attached GIF and comment on the land use aspects of this project; please be specific when identifying any area of conflict. If you wish to submit comments for PADEP to consider in a land use review of this project, you must respond within 30 days to the PADEP Southeast Regional Office. If there are no land use comments received by the end of the comment period, PADEP will assume that there are no substantive land use conflicts and proceed with the normal application review process.

Sincerely,

**PENNONI ASSOCIATES INC.**

Charles Faulkner, PE  
Senior Engineer

/ela

cc: John Neild, Director of Public Works, East Whiteland Township, via email



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Suite 200  
King of Prussia, PA 19406  
T: 610-277-2402  
F: 610-277-7449

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August 13, 2021

EWTPX17001

**CERTIFIED MAIL/RETURN RECEIPT**

East Whiteland Township Board of Supervisors  
209 Conestoga Road  
Frazer, PA 19355

**Re: Act 14 Notification - Water Quality Management Permit Application  
East Whiteland Township  
Flat Road Pump Station**

Dear Supervisors:

In accordance with Pennsylvania Act 14 we are hereby notifying the Township that an Application for a Water Quality Management Permit will be submitted to the Pennsylvania Department of Environmental Protection (PADEP) on behalf of East Whiteland Township. The Application seeks approval to re-issue a permit for the Township's existing Flat Road Pump Station since no permit has been able to be located for the 47-year-old pump station. No changes are proposed to the existing pump station.

Acts 67 and 68 of 2000, which amended the Municipalities Planning Code (MPC) to support sound land use practices and planning efforts, direct state agencies to consider comprehensive plans and zoning ordinances when reviewing applications for permitting of facilities or infrastructure, and specify that state agencies may rely upon comprehensive plans and zoning ordinances under certain conditions as described in sections 619.2 and 1105 of the MPC.

Enclosed is a General Information Form (GIF) completed by the applicant for this project. PADEP invites you to review the attached GIF and comment on the land use aspects of this project; please be specific when identifying any area of conflict. If you wish to submit comments for PADEP to consider in a land use review of this project, you must respond within 30 days to the PADEP Southeast Regional Office. If there are no land use comments received by the end of the comment period, PADEP will assume that there are no substantive land use conflicts and proceed with the normal application review process.

Sincerely,

**PENNONI ASSOCIATES INC.**

Charles Faulkner, PE  
Senior Engineer

/ela

cc: John Neild, Director of Public Works, East Whiteland Township, via email

U:\Accounts\EWTPX\EWTPX17001 - Sale of System\DOC PREP\Flat Road WQM Permit Application\Act 14 Notifications\Act 14 Notification\_East Whiteland Township.docx

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Sent To Brian O'Leary - Chester Planning Commission  
 Street and Apt. No., or PO Box No. 601 Westtown Rd., Suite 290  
 City, State, ZIP+4® West Chester PA 19382

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Postage \$ # 1.80

Total Postage and Fees \$ # 8.25

EWTPK17001

Sent To Jeanne Casner Chester Co. Health Dept.  
 Street and Apt. No., or PO Box No. 601 Westtown Rd Suite 290  
 City, State, ZIP+4® West Chester PA 19380

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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EWTPK17001

Sent To East Whiteland Twp Board of Supervisors  
 Street and Apt. No., or PO Box No. 209 Conestoga Pk.  
 City, State, ZIP+4® West Chester PA 19355

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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King of Prussia, PA 19406  
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## Act 537 Approval

RECEIVED AUG 16 1983  
COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL RESOURCES  
BUREAU OF WATER QUALITY MANAGEMENT

Lapp Rd.

WATER QUALITY MANAGEMENT PERMIT

NO. 1583405

<p>A. PERMITTEE: (Name and Address)          East Whiteland Municipal Authority          209 Conestoga Road          Frazer, PA 19355</p>	<p>B. PROJECT LOCATION          Municipality <u>East Whiteland Township</u>          County <u>Chester</u></p>
---	--

<p>C. TYPE OF FACILITY (For industrial wastes; type of establishment)  <u>Sanitary Sewer Extension</u></p>	<p>D. NAME OF MINE, PLANT, AREA SERVED, OUTFALL NO., ETC.  <u>Great Valley Corporate Center          Parcels XXX, XXXIII, and XXIV</u></p>
--	--

E. THIS PERMIT APPROVES:	<p>1. Plans For Construction Of:</p> <p>a. <input checked="" type="checkbox"/> Pump Stations: Sewers and Appurtenances    b. <input type="checkbox"/> Sewage Treatment Facilities    c. <input type="checkbox"/> Industrial Wastes Treatment Facilities</p> <p>d. <input type="checkbox"/> Mine Drainage Treatment Facilities    e. <input type="checkbox"/> Outfall &amp; Headwall    f. <input checked="" type="checkbox"/> Stream Crossing    g. <input type="checkbox"/> Impoundment</p>
	<p>2. Discharge Of:    a. <input type="checkbox"/> Treated    b. <input type="checkbox"/> Untreated    c. <input type="checkbox"/> Sewage    d. <input type="checkbox"/> Industrial Wastes</p>
	<p>3. Discharge To:    a. <input type="checkbox"/> Surface Water</p> <p>b. <input type="checkbox"/> Ground Water</p> <p>Name of Stream to which discharged or drainage area in which groundwater discharge takes place or impoundment is located.</p>
	<p>4. The Operation of a Mine <input type="checkbox"/>    5. An Erosion and Sedimentation Control Plan <input checked="" type="checkbox"/></p> <p><u>N/A</u> Maximum Area to be Deep Mined _____ Acres    Project Area is <u>22.58</u> Acres</p>

F. THIS APPROVAL IS SUBJECT TO THE FOLLOWING CONDITIONS:

- ALL CONSTRUCTION, OPERATIONS, PROCEDURES AND DISCHARGE SHALL BE IN ACCORDANCE WITH APPLICATION NO. 1583405 DATED April 11, 1983 ITS SUPPORTING DOCUMENTATION, AND AMENDMENTS DATED \_\_\_\_\_, SUCH APPLICATION, ITS SUPPORTING DOCUMENTATION AND AMENDMENTS ARE HEREBY MADE A PART OF THIS PERMIT.
- CONDITIONS NUMBERED 1 thru 7, 9, 13, 14, 17-19, 21 thru 23 OF THE Sewerage STANDARD CONDITIONS DATED 8/28/81 AND CONDITIONS NUMBERED 1 thru 20 OF THE EROSION CONTROL STANDARD CONDITIONS DATED 1973 WHICH CONDITIONS ARE ATTACHED AND MADE PART OF THIS PERMIT.
- SPECIAL CONDITIONS DESIGNATED I WHICH ARE ATTACHED AND ARE MADE A PART OF THIS PERMIT.

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

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

- IF THERE IS A CONFLICT BETWEEN THE APPLICATION ON ITS SUPPORTING DOCUMENTS AND AMENDMENTS AND THE STANDARD OR SPECIAL CONDITIONS, THE STANDARD OR SPECIAL CONDITIONS SHALL APPLY.
- FAILURE TO COMPLY WITH THE RULES AND REGULATIONS OF THE DEPARTMENT OR WITH THE TERMS OR CONDITIONS OF THIS PERMIT SHALL VOID THE AUTHORITY GIVEN TO THE PERMITTEE BY THE ISSUANCE OF THE PERMIT.
- THIS PERMIT IS ISSUED PURSUANT TO THE CLEAN STREAMS LAW, ACT OF JUNE 22, 1937, P.L. 1987 AS AMENDED 35 P.S. § 691.1 ET SEQ. AND/OR THE WATER OBSTRUCTION ACT, ACT OF JUNE 25, 1913, P.L. 555 AS AMENDED 32 P.S. § 681 ET SEQ. ISSUANCE OF THIS PERMIT SHALL NOT RELIEVE THE PERMITTEE OF ANY RESPONSIBILITY UNDER ANY OTHER LAW

DEPARTMENT OF ENVIRONMENTAL RESOURCES

PERMIT ISSUED

DATE 4-26-83

BY C.T. Beechwood

C.T. Beechwood, P.E.

TITLE Regional Water Quality Manager

A478

500

57

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

WATER QUALITY MANAGEMENT PERMIT

NO. 1587436

<p>A. PERMITTEE: (Name and Address)</p> <p>East Whiteland Municipal Authority 209 Conestoga Road Frazer, PA 19355</p>	<p>B. PROJECT LOCATION</p> <p>East Whiteland Township</p> <p>Municipality _____ County <u>Chester County</u></p>
<p>C. TYPE OF FACILITY (For industrial wastes: type of establishment)</p> <p>Sanitary Sewer Extension</p>	<p>D. NAME OF PLANT, AREA SERVED, OUTFALL NO., ETC.</p> <p>Route 30 Sanitary Sewer Extension-Phase I</p>

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

F. THIS APPROVAL IS SUBJECT TO THE FOLLOWING CONDITIONS:

- ALL CONSTRUCTION, OPERATIONS, PROCEDURES AND DISCHARGE SHALL BE IN ACCORDANCE WITH APPLICATION NO. 1587436 DATED 1/21/87 ITS SUPPORTING DOCUMENTATION, AND AMENDMENTS DATED 11/9/87 SUCH APPLICATION, ITS SUPPORTING DOCUMENTATION AND AMENDMENTS ARE HEREBY MADE A PART OF THIS PERMIT.
- CONDITIONS NUMBERED 1 thru 7, 9, 13, 14, 16, 20 thru 22 OF THE Sewerage STANDARD CONDITIONS DATED 09/02/83 AND CONDITIONS NUMBERED 1 through 12 OF THE EROSION CONTROL STANDARD CONDITIONS DATED 1985 WHICH CONDITIONS ARE ATTACHED AND MADE PART OF THIS PERMIT.
- SPECIAL CONDITIONS DESIGNATED \_\_\_\_\_ WHICH ARE ATTACHED AND ARE MADE A PART OF THIS PERMIT.

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

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

DEPARTMENT OF ENVIRONMENTAL RESOURCES

PERMIT ISSUED

DATE: 11/23/87 BY: Joseph A. Feola  
Regional Water Quality Manager

(4P2)247.2.1 TITLE \_\_\_\_\_



**WATER QUALITY MANAGEMENT  
PERMIT**

PERMIT NO. 1500428

AMENDMENT NO. 1

APS ID: 501050

AUTH. ID: 529131

<p>A. PERMITTEE (Name and Address): <b>East Whiteland Township</b> 209 Conestoga Road Freder, PA 19355</p>		<p>CLIENT ID#: 78789</p>	<p>B. PROJECT/FACILITY (Name): <b>Hillbrook Circle Pumping Station Upgrade</b></p>	
<p>C. LOCATION (Municipality, County): <b>East Whiteland Township, Chester County</b></p>		<p>SITE ID#: 527339</p>		
<p>D. This permit amendment approves the modification of sewerage facilities consisting of:</p> <ul style="list-style-type: none"> <li>- a pump upgrade</li> <li>- the replacement of the existing 125 Amp transfer switch with a 150 Amp switch</li> <li>- a 320-foot 10-inch gravity sewer line to replace a 8-inch gravity sewer line between manhole # 12 and manhole # 11</li> </ul>				
<p>Pump Stations: <u>1</u> Design Capacity: <u>92,125 GPD</u></p>		<p>Industrial Waste Water/Sewage Treatment Facility:</p> <p>Annual Average Flow: _____ MGD Design Hydraulic Capacity: _____ MGD Design Organic Capacity: _____ lb. BOD<sub>5</sub>/day</p>		
<p>E. APPROVAL GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING:</p> <p>1. <b>New Permits:</b> All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit application dated _____, its supporting documentation, and addendums dated _____, which are hereby made a part of this permit.</p> <p><b>Amendments:</b> All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit Amendment application dated <u>11/3/03</u> and its supporting documentation, and addendums dated _____, which are hereby made a part of this amendment.</p> <p>Except for any herein approved modifications, all terms, conditions, supporting documentation and addendums approved under Water Quality Management Permit No. <u>1500428</u> dated <u>12/18/00</u> shall remain in effect.</p> <p><b>Transfers:</b> Water Quality Management Permit No. _____ dated _____ and conditions, supporting documentation and addendums are also made part of this transfer.</p> <p>2. <b>Permit Conditions Relating to Sewerage and Erosion and Sediment Control</b> are attached and made part of this permit.</p> <p>3. <b>Special Conditions</b> numbered <u>N/A</u> are attached and made part of this permit.</p>				
<p>F. THE AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS:</p> <p>1. If there is a conflict between the application or its supporting documents and amendments and the attached conditions, the attached conditions shall apply.</p> <p>2. Failure to comply with the rules and regulations of DEP or with the terms or conditions of this permit shall void the authority given to the permittee by the issuance of this permit.</p> <p>3. This permit is issued pursuant to the Clean Streams Law Act of June 22, 1937, P.L. 1937, as amended 35 P.S. §691.1 et seq. and/or the Dam Safety and Encroachments Act of November 26, 1978, P.L. 1375, as amended 32 P.S. §693.1 et seq. Issuance of this permit shall not relieve the permittee of any responsibility under any other law.</p>				
<p>PERMIT ISSUED:  <b>January 6, 2004</b></p>		<p>BY: <u>[Signature]</u> TITLE: <u>Water Management Program Manager</u></p>		

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
WATER MANAGEMENT PROGRAM

For Department Use Only

**INTERNAL REVIEW, RECOMMENDATIONS AND FACT SHEET**

<b>PRIMARY FACILITY</b>	<u>East Whiteland Township</u>	<b>PROJECT</b>	<u>East Whiteland Twp.</u>	<b>APPLICATION NUMBER</b>	<u>1500428</u>
	<u>Valley Forge SEW SYS and STP</u>	<b>LOCATION</b>	<u>Chester County</u>	<b>NUMBER</b>	<u>Amendment #1</u>

**BRIEF DESCRIPTION OF PROJECT AND DISCUSSION (Use Additional Sheets if Necessary)**

The applicant requests approval to amend the existing Water Quality Management Part II Permit # 1500428. As a result of the proposed pumping station in Charlestown Township to convey flow to the Hillbrook Circle Pumping Station, the existing Hillbrook Circle Pumping Station will need to be upgraded. The proposed pumping station will be in the proposed Charlestown Meadows development. The Hillbrook Circle Pumping Station was put into service in 2001 and was designed in part for future upgrades. The pumping station upgrades will consist of an increase in pump capacity from 100 gallons per minute to 228.5 gallons per minute. The other upgrade to the pump station will be the replacement of the 125 Amp Transfer Switch with a 150 Amp Switch. A 320-foot section of 8-inch diameter gravity sewer will be replaced with a 10-inch gravity line. This will take place between manholes designated as MH #12 and MH #11. This sewer replacement will be necessary to prevent a hydraulic overload situation as a result of the higher pump capacity. The ultimate point of treatment of this sewerage will be the Valley Forge Sewer Authority's Treatment Plant.

Pump Station Permitted Capacity change: from 36,000 GPD to 92,125 GPD  
Effective wet well capacity = 635 gallons  
Detention time = 9.92 minutes

**Pump Specifications:**

Pump make - Flygt  
Model - CP-3127  
Type - Explosion-proof / submersible / constant speed / centrifugal  
Impeller - number 483  
Power - 10HP  
Capacity - 228.5 GPM @ 69.5ft TDH

**Head Conditions:**

Static head = 40.90ft.  
Friction head loss = 24.60ft.  
Total dynamic head = 69.50ft.

**Flow Rate:**

Diameter = 4-inch  
Length = 820ft.  
Velocity = 5.84ft./sec.

Chester County Commissioners received written notification on 6/10/03 by Matthew L. Boggs representing Yerkes Associates, Inc. regarding this application to the Department.

East Whiteland Township received written notification on 6/10/03 by Matthew L. Boggs representing Yerkes Associates, Inc. regarding this application to the Department.

**RECOMMENDATION AND ACTION**

Approve - Issue By Region	Approve - Issue By Central Office	Refuse	Signature	Date
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Reviewing Staff <i>Paul H. Gullis</i>	12/30/03
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Permits Section Chief <i>Ruth D. Miller</i>	1/5/04
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Regional Manager/Water Management <i>John P. Gullis</i>	1/5/04

**PERMIT CONDITIONS:**

- STANDARD - Sewerage (4/03): 1, 2, 4, 6, 8, 9, 11, 13, 16-20, and 22-24  
Erosion and Sediment Control (4/03): 1-13
- SPECIAL (Use Additional Sheets if Necessary) - N/A



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF WATER SUPPLY AND WASTEWATER MANAGEMENT  
**PERMIT CONDITIONS RELATING TO SEWERAGE**  
For use in Water Quality Management Permits

(Place a ✓ in the box that applies)

**General**

1. Consistent with the Department of Environmental Protection's (DEP) technical guidance document *Conducting Technical Reviews of Water Quality Management Permit Wastewater Treatment Facilities*, DEP ID: 362-2000-007 available on DEP's website at [www.dep.state.pa.us](http://www.dep.state.pa.us), DEP did not conduct a detailed technical review of this application. DEP considers the registered Professional Engineer whose seal is affixed to the design documents to be fully responsible for the adequacy of all aspects of the facility design.
2. The permittee shall adopt and enforce an ordinance requiring the abandonment of privies, cesspools or similar receptacles for human waste and onlot sewage disposal systems on the premises of occupied structures accessible to public sewers. All such structures must be connected to the public sewers.
3. The outfall sewer or drain shall be extended to the low water mark of the receiving body of water. Where necessary to ensure proper mixing and waste assimilation, an outfall sewer or drain may be extended with appurtenances below the low water mark and into the bed of a navigable stream provided that the permittee has secured an easement, right-of-way, license or lease from DEP in accordance with Section 15 of the Dam Safety and Encroachments Act, the Act of November 28, 1978, P.L. 1375, as amended.
4. The approval is specifically made contingent on the permittee acquiring all necessary property rights, by easement or otherwise, providing for the satisfactory construction, operation, maintenance and replacement of all sewers or sewerage structures fit, along, or across private property with full rights of ingress, egress and regress.
5. When construction of the approved sewerage facilities is completed and before they are placed in operation, the permittee shall notify DEP in writing so that a DEP representative may inspect the facilities.
6. If, at any time, the sewerage facilities covered by this permit create a public nuisance, including but not limited to, causing malodors or causing environmental harm to waters of the Commonwealth, DEP may require the permittee to adopt appropriate remedial measures to abate the nuisance or harm.
7. This permit authorizes the construction and operation of the proposed sewerage facilities until such time as facilities for conveyance and treatment at a more suitable location are installed and capable of receiving and treating the permittee's sewage. Such facilities must be in accordance with the applicable municipal official plan adopted pursuant to Section 5 of the Pennsylvania Sewerage Facilities Act, the Act of January 24, 1966, P.L. 1335 as amended. When such municipal sewerage facilities become available, the permittee shall provide for the conveyance of the sewage to these sewerage facilities, abandon the use of these approved facilities and notify DEP accordingly. This permit shall then, upon notice from DEP, terminate and become null and void, and shall be relinquished to DEP.
8. This permit does not relieve the permittee of its obligations to comply with all Federal, interstate, state or local laws, ordinances and regulations applicable to the sewerage facilities.
9. This permit does not give any real or personal property rights or grant any exclusive privileges, nor shall it be construed to grant or confirm any right, easement or interest in, on, to, or over any lands which belong to the Commonwealth.
10. The authority granted by this permit is subject to all effluent requirements, monitoring requirements, and other conditions as set forth in NPDES Permit No. PA \_\_\_\_\_ and all subsequent amendments and renewals. No discharge is authorized from these facilities unless approved by an NPDES Permit.

**Construction**

11. The facilities shall be constructed under the supervision of a Pennsylvania registered Professional Engineer in accordance with the approved reports, plans and specifications. Any deviations from approved plans or specifications so revised, amended, additions, or omissions, be submitted well in advance of any construction work, which will be affected by such changes to the permit sufficient time for review and approval. Structural revisions or other major changes not affecting capacities, flows or operations will be permitted during construction without approval. Upon request, "as-built drawings" clearly showing such alterations shall be filed with DEP at the completion of the work.

- 12. A Pennsylvania registered Professional Engineer shall certify that construction of the permitted facilities was completed in accordance with the Part II application and design plans submitted to DEP, using the enclosed "Sewage and Industrial Wastewater Facilities Construction Certification." It is the permittee's responsibility to ensure that a Professional Engineer is on-site to provide the necessary oversight and/or inspections to certify the facilities. The facilities may not be placed into operation until the Professional Engineer completes the certification. The certification must be submitted to DEP within 30 days following startup of the facilities, along with as-built drawings, photographs (if available), and a description of any DEP-approved deviations from the application and design plans.
- 13. Manhole inverts shall be formed to facilitate the flow of the sewage and to prevent the standing of sewage solids. The whole manhole structure shall be built to prevent undue infiltration, entrance of street wash or grit and provide safe access to facilitate manhole maintenance activities.
- 14. The local Waterways Conservation Officer of the Pennsylvania Fish and Boat Commission (PFC) shall be notified when the construction of any stream crossing and/or outfall is started and completed. A written permit must be secured from the PFC if the use of explosives in any waterways is required and the permittee shall notify the local Waterways Conservation Officer when explosives are to be used.

**Operation and Maintenance**

- 15. The permittee shall maintain facility operation and maintenance (O&M) manuals at the facility and ensure proper O&M of the permitted facility. The permittee shall file the O&M manuals with DEP upon request.
- 16. The sewers shall have adequate foundation support as soil conditions require. Trenches shall be back-filled to ensure that sewers will have proper structural stability, with minimum settling and adequate protection against bridging. Concrete used in connection with these sewers shall be protected from damage by water, freezing, drying or other harmful conditions until cured.
- 17. Stormwater from roofs, foundation drains, basement drains or other sources shall not be admitted directly to the sanitary sewers.
- 18. The approved sewers shall be maintained in good condition, kept free of deposits by flushing or other cleaning methods and repaired when necessary.
- 19. The sewerage facilities shall be properly maintained so that the facility will perform as designed.
- 20. The attention of the permittee is called to the highly explosive nature of certain gases generated by the digestion of sewage solids when these gases are mixed in proper proportions with air and to the highly toxic character of certain gases arising from such digestion or from sewage in poorly ventilated compartments or sewers. Therefore, at all places throughout the sewerage facilities where hazard of fire, explosion or danger from toxic gases may occur, the permittee shall post conspicuous permanent and legible warnings. The permittee shall instruct all employees concerning the aforesaid hazards, first aid and emergency methods of meeting such hazards and shall make all necessary equipment and material accessible.
- 21. An operator certified in accordance with the Water and Wastewater Systems Operator Certification Act of February 21, 2002, 88 P.S. §§ 1001, et seq, shall operate the sewage treatment plant.
- 22. The permittee shall properly control any industrial waste discharged into its sewerage system, by regulating the rate and quality of such discharge, requiring necessary pretreatment and excluding industrial waste, if necessary, to protect the integrity or operation of the permittee's sewerage system.
- 23. There shall be no physical connection between a public water supply system and a sewer or apparatus to it which would permit the passage of any sewage or polluted water into the potable water supply. No water pipe shall pass through or come in contact with any part of a sewer manhole.
- 24. All connections to the approved sanitary sewers must be in accordance with the corrective action plan as contained in the approved Chapter 84 Municipal Wastewater Management Annual Report.
- 25. Collected screenings, sludges, sludge 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 land filling, land application, incineration and storage of sewage sludge), Federal Regulations 40 CFR 257 and the Federal Clean Water Act and its amendments.

**PERMIT CONDITIONS RELATING TO EROSION AND SEDIMENT CONTROL**  
For Use in Water Quality Management Permits

(Place a ✓ in the box that applies)

- General**
- 1. By approval of the plans for which this permit is issued, neither the Department of Environmental Protection (DEP) nor the Commonwealth of Pennsylvania assumes any responsibility for the feasibility of the plans or the measures and facilities to be constructed thereunder.
  - 2. If at any time the erosion and sediment control activities undertaken pursuant to this permit or other activities carried out at the location is causing or contributing to pollution of the waters of the Commonwealth, the Permittee shall forthwith adopt such remedial measures as are acceptable to DEP.
  - 3. This permit does not authorize any earth disturbance controlled or regulated by an ordinance enacted by a local municipality. Additional permits must be secured from local municipalities where earthmoving activities are covered by such local ordinances.
  - 4. When the erosion and sediment control measures and facilities approved in this permit are completed, the permittee shall notify the County Conservation District or the DEP regional office so that a final inspection of the measures and facilities may be made.
  - 5. The permittee shall be responsible for assuring that permit conditions are implemented in accordance with 25 Pa. Code Chapter 102.
  - 6. This permittee shall comply with the Individual or General NPDES Permit for Stormwater Discharges Associated with Construction Activities issued by DEP or the County Conservation District.

**Construction**

- 7. The erosion control measures and facilities shall be constructed under the supervision and competent inspection of an individual trained and experienced in erosion control, in accordance with the plans, design and other data as herein approved or amended and with the conditions of this permit. Control facilities shall be inspected and maintained to ensure effective control.
- 8. At least seven days before earthmoving will begin, the permittee, by telephone or certified mail, shall notify DEP or its designee of the date for beginning of construction and invite the County Conservation District representative to attend a pre-construction conference. The permittee shall have his erosion control plan available at the activity site at all times.
- 9. All earthmoving activities shall be undertaken in the manner set forth in the erosion and sediment control plan identified with this permit. Revisions to the plan shall be pre-approved by DEP or the County Conservation District.
- 10. All slopes, channels, ditches or any disturbed area shall be stabilized as soon as possible after the final grade or final earthmoving has been completed. Where it is not possible to permanently stabilize a disturbed area immediately after the final earthmoving has been completed or where the activity ceases for more than 20 days, interim stabilization measures shall be implemented promptly.

**Operation and Maintenance**

- 11. No stormwater, sewage or other wastes not specifically approved in this permit, shall be admitted to the erosion and sediment control facilities for which this permit is issued.
- 12. Sediment shall at no time be permitted to accumulate to a depth that may limit storage capacity or interfere with the facility's settling efficiency. The sediment removed shall be hauled and disposed of in a manner that will not create pollution problems so that every reasonable and practical precaution is taken to prevent the said material from reaching the waters of the Commonwealth.
- 13. Upon completion of the project, all disturbed areas shall be stabilized to prevent accelerated erosion. Any erosion and sediment control facility required or necessary to protect areas from erosion during the stabilization period shall be maintained until stabilization is completed. Upon completion of stabilization, all unnecessary or unusable control measures and facilities shall be removed, the areas shall be graded and the soils shall be stabilized.

**WATER QUALITY MANAGEMENT PERMIT**

<b>A. PERMITTEE (Name &amp; Address):</b> East Whiteland Township - Client ID No. 78789 209 Conestoga Road Frazer, PA 19355		
<b>B. PROJECT (Name, County, Municipality):</b> King/Carol/Summit Road Area Sanitary Sewer System - Site ID No. 527339 Tredyffrin Township Chester County		
<b>C. THIS:</b>	<input checked="" type="checkbox"/> <b>Permit</b>	<input type="checkbox"/> <b>Permit Amendment</b>
<b>APPROVES:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	The construction/operation of:	Modification(s) to the construction/operation of:
	<input type="checkbox"/> Sewage Treatment Facilities	<input type="checkbox"/> Industrial Waste Treatment Facilities
	<input type="checkbox"/> Land Application Facilities	<input type="checkbox"/> Other: _____
	Average Design Flow of _____	MGD consisting of: _____
	<input checked="" type="checkbox"/> Sewers and Appurtenances	<input checked="" type="checkbox"/> Pump Station(s)
	<input type="checkbox"/> Impoundment(s)	<input type="checkbox"/> Injection Well(s)
	<input type="checkbox"/> Soil Erosion & Sedimentation Control Plan	<input checked="" type="checkbox"/> Foreman with or without Individual Pumps
	<input type="checkbox"/> Stream Crossing(s)	<input type="checkbox"/> Outfall & Headwall(s)
<b>D. APPROVAL GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING CONDITIONS:</b>		
1. a. All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit/Permit Amendment Application dated <u>January 24, 2002</u> , its supporting documentation, and addendums dated _____ Such application, its supporting documentation and addendums are hereby made a part of this permit.		
b. Water Quality Management Permit No. _____ dated _____ and conditions, supporting documentation and addendums are (except for any modifications to the original permit herein permitted) also made a part of this permit amendment.		
2. Conditions numbered <u>1-6, 11-13, 15, 17-19</u> of the <u>Sewerage</u> standard conditions dated <u>September 1998</u> and conditions numbered <u>1 - 13</u> of the erosion control standard conditions dated <u>September 1998</u> are attached and made part of this permit.		
3. Special conditions numbered <u>I</u> are attached and made part of this permit.		
<b>E. THE AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS:</b>		
1. If there is a conflict between the application or its supporting documents and amendments and the standard or special conditions, the standard or special conditions shall apply.		
2. Failure to comply with the rules and regulations of the Department or with the terms or conditions of this permit shall void the authority given to the permittee by the issuance of the permit.		
3. This permit is issued pursuant to the Clean Stream law Act of June 22, 1937, P.L. 1987, as amended 35 P.S. § 691.1 et seq., and/or the Dam Safety and Encroachments Act of November 26, 1978, P.L. 1375, as amended, 32 P.S. § 693.1 et seq. Issuance of this permit shall not relieve the permittee of any responsibility under any other law.		
4. Industrial Facilities - If the herein permitted facilities or modifications are not completed with two (2) years of the issue date below, this permit will become null and void and reapplication shall be required.		
<b>PERMIT ISSUED:</b> DATE <u>March 28, 2003</u>	<b>DEPARTMENT OF ENVIRONMENTAL PROTECTION</b>	
<b>AMENDMENT ISSUED:</b> DATE _____	BY: <u><i>James J. Scully</i></u>	
	TITLE: <u>Regional Manager, Water Management</u>	

**Sewerage Permit No. 1502418  
East Whiteland Township  
East Whiteland Township, Chester County**

**This permit is subject to the following Special Condition(s):**

- I. Consistent with Department of Environmental Protection Policy, the Department did not conduct a detailed technical review of the application for this permit. The Department considers the registered professional engineer whose seal is affixed to the design documents, to be fully responsible for the adequacy of all aspects of the facility design.

Re 30 (AR03)069-6



**August 12, 2021**

John Nagel  
East Whiteland Township Chester County  
209 Conestoga Road  
Frazer, PA 19355-1633

Re: WQM Permit - Sewage  
East Whiteland Township STP & Sewer System  
(Malvern Hunt PS)  
Permit No. WQG02152118  
Authorization ID No. 1363638  
East Whiteland Township, Chester County

Dear Mr. Nagel:

Your Water Quality Management (WQM) permit is enclosed. You must comply with all Standard and Special Conditions attached to this Permit. Construction must be done in accordance with the permit application and all supporting documentation. Please review the permit conditions and the supporting documentation submitted with your application before starting construction.

Please note that you are responsible for securing all other required permits, approvals and/or registrations associated with the project, if applicable, under Chapters 102 (erosion and sedimentation control), 105 (stream obstructions and encroachments) and 106 (floodplains) of DEP's regulations. Construction may not proceed until all other required permits have been obtained.

Any person aggrieved by this action may appeal the action to the Environmental Hearing Board (Board), pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. § 7514, and the Administrative Agency Law, 2 Pa.C.S. Chapter 5A. The Board's address is:

Environmental Hearing Board  
Rachel Carson State Office Building, Second Floor  
400 Market Street  
P.O. Box 8457  
Harrisburg, PA 17105-8457

August 12, 2021

TDD users may contact the Environmental Hearing Board through the Pennsylvania Relay Service, 800-654-5984.

Appeals must be filed with the Board within 30 days of receipt of notice of this action unless the appropriate statute provides a different time. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

A Notice of Appeal form and the Board's rules of practice and procedure may be obtained online at <http://ehb.courtapps.com> or by contacting the Secretary to the Board at 717-787-3483. The Notice of Appeal form and the Board's rules are also available in braille and on audiotape from the Secretary to the Board.

**IMPORTANT LEGAL RIGHTS ARE AT STAKE. YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD AT 717-787-3483 FOR MORE INFORMATION. YOU DO NOT NEED A LAWYER TO FILE A NOTICE OF APPEAL WITH THE BOARD.**

**IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST BE FILED WITH AND RECEIVED BY THE BOARD WITHIN 30 DAYS OF RECEIPT OF NOTICE OF THIS ACTION.**

During construction or upon completing construction, please contact Vasantha Palakurti at 484.250.5198 or [vpalakurti@pa.gov](mailto:vpalakurti@pa.gov) so that an inspection of the facilities may be conducted, at DEP's discretion.

Sincerely,



Thomas L. Magge  
Environmental Program Manager  
Clean Water Program

Enclosures

cc: Mr. Skiljo - Chester County Health Department (via email)  
Operations Section  
Pennoni Associates Inc.  
Re



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF CLEAN WATER

**WQG-02**  
**WATER QUALITY MANAGEMENT**  
**GENERAL PERMIT FOR SEWER EXTENSIONS AND PUMP STATIONS**  
**PERMIT NUMBER WQG02152118**

<b>A. PERMITTEE (Name and Address):</b> East Whiteland Township Chester County 209 Conestoga Road Frazer, PA 19355-1633  <b>CLIENT ID#</b> 78789	<b>B. PROJECT/FACILITY (Name):</b> East Whiteland Township STP & Sewer System (Malvern Hunt PS)  <b>C. LOCATION (County, Municipality):</b> East Whiteland Township, Chester County
<b>D. This General Permit approves the construction and operation of:</b>  <input type="checkbox"/> SEWER EXTENSION <input checked="" type="checkbox"/> PUMP STATION	
<b>E. APPROVAL GRANTED BY THIS GENERAL PERMIT IS SUBJECT TO THE FOLLOWING:</b> 1. All construction, operations and procedures shall be in accordance with the <i>Domestic Wastewater Facilities Manual</i> . <b>Transfers:</b> In the event the permittee plans to transfer ownership of the facility to another entity, the permittee and the transferee shall submit an application for such transfer to DEP. If the transfer is approved by DEP, the transferee is subject to the terms and conditions of this General Permit. 2. The attached conditions apply to this General Permit and are hereby made part of same.	
<b>F. THE AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS:</b> 1. If there is a conflict between the NOI or its supporting documents and amendments and the attached conditions, the attached conditions shall apply. 2. Failure to comply with the rules and regulations of DEP or with the terms or conditions of this General Permit shall void the authority given to the permittee by the issuance of this General Permit. 3. This General Permit is issued pursuant to the Clean Streams Law, Act of June 22, 1937, P.L. 1987, as amended 35 P.S. §691.1 <i>et seq.</i> Issuance of this General Permit shall not relieve the permittee of any responsibility under any other law.	
<b>PERMIT ISSUED:</b>  <u>08/12/2021</u>	<b>BY:</b> <u>Thomas Meyer</u>  <b>TITLE:</b> <u>Clean Water Program Manager</u>



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF CLEAN WATER

**WQG-02**  
**WATER QUALITY MANAGEMENT**  
**GENERAL PERMIT FOR SEWER EXTENSIONS AND PUMP STATIONS**  
**PERMIT CONDITIONS**

**General**

1. DEP considers the licensed professional engineer whose seal is affixed to the design documents to be fully responsible for the adequacy of all aspects of the facility's design.
2. The approval is specifically made contingent on the permittee acquiring all necessary property rights, by easement or otherwise, providing for the satisfactory construction, operation, maintenance and replacement of all sewers or sewerage structures in, along or across private property with full rights of ingress, egress and regress.
3. If, at any time, the sewer extension and/or pump station covered by this General Permit creates a public nuisance, including but not limited to, causing malodors or causing environmental harm to waters of the Commonwealth, DEP may require the permittee to adopt appropriate remedial measures to abate the nuisance or harm.
4. The approval of the plans, and the authority granted in this permit, if not specifically extended, shall cease and be null and void 2 years from the issuance date of this permit unless construction or modification of the facilities covered by this permit has begun on or before the second anniversary of the permit date.
5. This permit does not relieve the permittee of its obligations to comply with all federal, interstate, state or local laws, ordinances and regulations applicable to the facilities.
6. This General Permit does not give any real or personal property rights or grant any exclusive privileges, nor shall it be construed to grant or confirm any right, easement or interest in, on, to, or over any lands which belong to the Commonwealth.
7. No discharge is authorized from these facilities unless approved by an NPDES Permit.

**Construction**

8. A permit or approval is required under Chapter 102 for most earth disturbance activities. A permit or registration under Chapter 105 is required for stream obstructions, crossings, etc. The permittee must secure the necessary permits, approvals or registrations under Chapters 102 and 105 prior to beginning construction.
9. Prior to beginning any construction or excavation, the locations of all utility lines must be identified through notification to the PA One Call system ([www.paonecall.org](http://www.paonecall.org)). The notification shall not be less than three nor more than 10 working days in advance of beginning the construction or excavation.
10. The local waterways conservation officer of the Pennsylvania Fish and Boat Commission (PFBC) shall be notified when the construction of any stream crossing and/or outfall is started and completed. A written permit must be secured from the PFBC if there is any use of explosives in any waterways and the permittee shall notify the local waterways conservation officer when explosives are to be used.
11. Manhole inverts shall be formed to facilitate the flow of the sewage and to prevent the stranding of sewage solids. The whole manhole structure shall be built to prevent undue infiltration, entrance of street wash or grit and provide safe access to facilitate manhole maintenance activities.
12. The facilities shall be constructed under the supervision of a Pennsylvania licensed Professional Engineer in accordance with the approved reports, plans and specifications.

13. A Pennsylvania licensed Professional Engineer shall certify that construction of the permitted facilities was completed in accordance with the application and design plans submitted to DEP, using "Post Construction Certification" (3800-PM-WSFR0179a). It is the permittee's responsibility to ensure that a Professional Engineer is on-site to provide the necessary oversight and/or inspections to certify the facilities. The certification must be submitted to DEP before the facility is placed in operation. If requested, "as-built" drawings, photographs (if available) and a description of any DEP-approved deviations from the application and design plans must be submitted to DEP within 30 days of certification. Construction must be completed within two years of permit issue date.

### **Operation and Maintenance**

14. The permittee shall maintain sewer extension and/or pump station operation and maintenance (O&M) manuals at the facility and ensure proper O&M of the permitted facility. The permittee shall file the O&M manuals with DEP upon request.
15. Stormwater from roofs, foundation drains, basement drains or other sources shall not be admitted directly to the sewer extension or pump station.
16. The sewer extension shall have adequate foundation support as soil conditions require. Trenches shall be back-filled to ensure that sewers will have proper structural stability, with minimal settling and adequate protection against breakage. Concrete used in connection with these sewers shall be protected from damage by water, freezing, drying or other harmful conditions until cured.
17. The approved sewer extensions and/or pump stations shall be maintained in good condition, kept free of deposits by flushing or other cleaning methods and repaired when necessary.
18. The sewer extension and/or pump station shall be properly operated and maintained so that the facility will perform as designed.
19. The attention of the permittee is called to the highly explosive nature of certain gases generated by the digestion of sewage solids when these gases are mixed in proper proportions with air and to the highly toxic character of certain gases arising from such digestion or from sewage in poorly ventilated compartments or sewers. Therefore, at all places throughout the facilities where hazard of fire, explosion or danger from toxic gases may occur, the permittee shall post conspicuous permanent and legible warnings. The permittee shall instruct all employees concerning the aforesaid hazards, first aid and emergency methods of meeting such hazards and shall make all necessary equipment and material accessible.
20. There shall be no physical connection between a public water supply system and a sewer or appurtenance to it which would permit the passage of any sewage or polluted water into the potable water supply. No water pipe shall pass through or come in contact with any part of the sewer extension and/or pump station.
21. Collected screenings, slurries, sludge and other solids shall be handled and disposed of in compliance with Title 25 Pa. Code, Chapters 271, 273, 275, 283 and 285 (related to permits and requirements for land filling, land application, incineration and storage of sewage sludge), Federal Regulations 40 CFR Part 257 and the Federal Clean Water Act and its amendments.



COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 BUREAU OF WATER STANDARDS AND FACILITY REGULATION

**WATER QUALITY MANAGEMENT  
 POST CONSTRUCTION CERTIFICATION**

**PERMITTEE IDENTIFIER**

Permittee	East Whiteland Township Chester County
Municipality	East Whiteland Township
County	Chester
WQM Permit No.	<u>WQG02152118</u>
Facility Type	Sewage

**All of the above information should be taken directly from the Water Quality Management Permit.**

**CERTIFICATION**

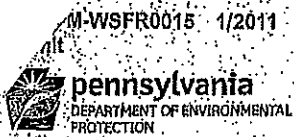
This certification must be completed and returned to the permits section of the DEP's regional office issuing the WQM permit within 30 days of completion of the project and received by DEP prior to operation, and if requested, as-built drawings, photographs (if available) and a discussion of any DEP-approved deviations from the design plans during construction.

I, being a Registered Professional Engineer in Pennsylvania, do hereby certify to the best of my knowledge and belief, based upon personal observation and interviews, that the above facility approved under the Water Quality Management Permit has been constructed in accordance with the plans, specifications and modifications approved by DEP.

Construction Completion Date (MM/DD/YYYY): \_\_\_\_\_

<p>Engineer's Seal</p>	<b>Professional Engineer</b>
	Name _____ (Please Print or Type)
	Signature
	Date
	License Expiration Date
	Firm or Agency
	Telephone
	<b>Permittee or Authorized Representative</b>
	Name _____ (Please Print or Type)
	Signature
	Title
	Telephone

Planebrook



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF POINT AND NON-POINT SOURCE MANAGEMENT

PERMIT NO. 1517401  
AMENDMENT NO. \_\_\_\_\_  
APS ID. 933885  
AUTH. ID. 1170374

**WATER QUALITY MANAGEMENT PERMIT**

A. PERMITTEE (Name and Address): CLIENT ID#: 78789  
East Whiteland Township  
209 Conestoga Road  
Frazier, PA 19355-1633

B. PROJECT/FACILITY (Name):  
Planebrook Road Regional Pump Station

C. LOCATION (Municipality, County): SITE ID#: 527339  
East Whiteland Township, Chester County

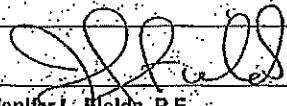
D. THIS PERMIT APPROVES THE CONSTRUCTION AND OPERATION OF SEWAGE FACILITIES CONSISTING OF: a pump station and force main.

Pump Stations: <u>Planebrook Road</u>	Manure Storage:	Sewage Treatment Facility:
Design Capacity: <u>394 GRM</u>	Volume: _____ MG	Annual Average Flow: _____ MGD
ACT 537 Flow: <u>151,325 GPD</u>	Freeboard: _____ Inches	Design Hydraulic Capacity: _____ MGD
		Design Organic Capacity: _____ lb/day

E. APPROVAL GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING:  
1. New Permits: All construction, operations and procedures shall be in accordance with the Water Quality Management Permit application dated 1/13/2017, its supporting documentation and addendums dated \_\_\_\_\_, which are hereby made a part of this permit.  
Amendments: All construction, operations and procedures shall be in accordance with the Water Quality Management Permit Amendment application dated \_\_\_\_\_ and its supporting documentation and addendums dated \_\_\_\_\_, which are hereby made a part of this amendment.  
Except for any herein approved modifications, all terms, conditions, supporting documentation and addendums approved under Water Quality Management Permit No. \_\_\_\_\_ dated \_\_\_\_\_ shall remain in effect.  
Transfers: Water Quality Management Permit No. \_\_\_\_\_ dated \_\_\_\_\_ and conditions, supporting documentation and addendums are also made part of this transfer.  
2. Permit Conditions Relating to Sewerage are attached and made part of this permit.  
3. Special Conditions \_\_\_\_\_ are attached and made part of this permit.

F. THE AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS:  
1. If there is a conflict between the application or its supporting documents and amendments and the attached conditions, the attached conditions shall apply.  
2. Failure to comply with the rules and regulations of DEP or with the terms or conditions of this permit shall void the authority given to the permittee by the issuance of this permit.  
3. This permit is issued pursuant to the Clean Streams Law Act of June 22, 1937, P.L. 1987, as amended 35 P.S. §691.1 et seq. Issuance of this permit shall not relieve the permittee of any responsibility under any other law.

PERMIT ISSUED:  
July 18, 2017

BY:   
TITLE: Jennifer L. Fields, P.E.  
Clean Water Program Manager  
Southeast Regional Office

**PAGES FROM THE EAST WHITELAND  
1995 ACT 537 PLAN**

Commonwealth of Pennsylvania  
**Pennsylvania Code**

**Title 25. Environmental Resources**

Department of Environmental Resources

Chapter 71. Administration of Sewage Facilities Planning Program

Chapter 72. Administration of Sewage Facilities Permitting Program

Chapter 73. Standards for Sewage Disposal Facilities



**Authority**

The provisions of this Chapter 71 issued under section 1920-A of the act of April 9, 1929 (P. L. 177, No. 175) (71 P. S. § 510-20); sections 5 and 402 of the act of June 22, 1937 (P. L. 1987, No. 394) (35 P. S. §§ 691.5 and 691.402); and section 9 of the act of January 4, 1966 (1965) (P. L. 1535, No. 537) (35 P. S. § 750.9), unless otherwise noted.

**Source**

The provisions of this Chapter 71 adopted August 2, 1971, effective August 3, 1971, 1 Pa.B. 1649; amended through May 30, 1975, effective May 31, 1975, 5 Pa.B. 1402, unless otherwise noted.

**Notes of Decisions**

Although in matters involving subsurface sewage discharge, this chapter's planning and permit requirements normally apply, in situations involving sewage systems discharging to the surface, the planning requirements of this chapter and the permit requirements of Chapter 91 apply. *Haycock Township v. Department of Environmental Resources*, 530 A.2d 14, 517 (Pa. Commw. 1987).

The Court found reasonable the Board's interpretation that this chapter's permit requirements alone, apply to all community and individual sewage systems. *Haycock Township v. Department of Environmental Resources*, 530 A.2d 514, 517 (Pa. Commw. 1987).

**Cross References**

This chapter cited in 25 Pa. Code § 72.1 (relating to definitions); 25 Pa. Code § 73.1 (relating to definitions); 25 Pa. Code § 73.61 (relating to general); 25 Pa. Code § 91.31 (relating to comprehensive water quality management); 25 Pa. Code § 94.1 (relating to definitions); 25 Pa. Code § 94.12 (relating to annual report); 25 Pa. Code § 94.14 (relating to approval of official plans and revisions); 25 Pa. Code § 94.21 (relating to existing overload); 25 Pa. Code § 94.22 (relating to projected overload); 25 Pa. Code § 153.45 (relating to sewage); 25 Pa. Code § 177.10 (relating to sewage disposal); 25 Pa. Code § 961.8 (relating to ineligible costs); 25 Pa. Code § 963.7 (relating to application procedure); and 25 Pa. Code § 963.12 (relating to ineligible costs).

**Subchapter A. GENERAL**

**Sec.**

- 71.1. Definitions.
- 71.2. Scope and time periods.
- 71.3. Purpose.

**GENERAL**

**§ 71.1. Definitions.**

The following words and terms, when used in this chapter, have the following meanings, unless the context clearly indicates otherwise:

*Act*—The Pennsylvania Sewage Facilities Act (35 P. S. §§ 750.1—750.20).

*Clean Streams Law*—The Clean Streams Law (35 P. S. §§ 691.1—691.1001).

*Clean Water Act*—The Clean Water Act (33 U.S.C.A. §§ 1251—1376).

*Equivalent dwelling unit*—For the purpose of determining the number of lots in a subdivision, that part of a multiple family dwelling or commercial or industrial establishment with flows equal to 400 gallons per day.

*Large volume onlot sewage system*—An individual or community onlot sewage system with a design capacity to discharge subsurface sewage flows which are in excess of 10,000 gallons per day.

*Limiting zone*—A soil horizon or condition in the soil profile or underlying strata which includes one of the following:

- (i) A seasonal high water table, whether perched or regional, determined by direct observation of the water table or indicated by soil mottling.
- (ii) A rock with open joints, fracture or solution channels, or masses of loose rock fragments, including gravel, with insufficient fine soil to fill the voids between the fragments.
- (iii) A rock formation, other stratum or soil condition which is so slowly permeable that it effectively limits downward passage of effluent.

*Local agency*—A municipality (or any combination of municipalities acting cooperatively or jointly under the laws of the Commonwealth), county, county department of health or joint county department of health.

*Lot*—A part of a subdivision or a parcel of land used as a building site or intended to be used for building purposes, whether immediate or future, which would not be further subdivided. Whenever a lot is used for a multiple family dwelling or for commercial, institutional or industrial purposes, the lot shall be deemed to have been subdivided into an equivalent number of single family residential lots as determined by estimated sewage flows.

*Official plan*—A comprehensive plan for the provision of adequate sewage systems, adopted by a municipality or municipalities possessing authority or jurisdiction over the provision of the systems, and submitted to, and approved by, the Department as provided by the act, and this part.

*Official plan revision*—A change in the municipality's official plan to provide for additional or newly identified or existing sewage facilities needs, which may include but not be limited to:

(i) *Update revision*—A comprehensive revision to an existing official plan required when the Department or municipality determines the official plan or its parts is inadequate for the existing or future sewage facilities needs of a municipality or its residents or landowners.

(ii) *Revision for new land development*—A revision to a municipality's official plan resulting from a proposed subdivision as defined in the act.

(iii) *Special study*—A study, survey, investigation, inquiry, research, report or analysis which is directly related to an update revision. The studies provide documentation or other support necessary to solve specific problems identified in the update revision.

*Person*—An individual, association, public or private corporation for-profit or not-for-profit, partnership, firm, trust, estate, department, board, bureau or agency of the United States, Commonwealth, political subdivision, municipality, district, authority or another legal entity which is recognized by law as the subject of rights and duties. The term includes the members of an association, partnership or firm and the officers of a local agency or municipal, public or private corporation for profit or not for profit.

*Retaining tank*—A watertight receptacle which receives and retains sewage and is designed and constructed to facilitate ultimate disposal of the sewage at another site. The term includes, but is not limited to, the following:

- (i) *Chemical toilet*—A permanent or portable nonflushing toilet using chemical treatment in the retaining tank for odor control.
- (ii) *Holding tank*—A tank, whether permanent or temporary, to which sewage is conveyed by a water carrying system.
- (iii) *Privy*—A tank designed to receive sewage where water under pressure is not available.
- (iv) *Incinerating toilet*—A device capable of reducing waste materials to ashes.
- (v) *Composting toilet*—A device for holding and processing human and organic kitchen waste employing the process of biological degradation through the action of microorganisms to produce a stable, humus-like material.
- (vi) *Recycling toilet*—A device in which the flushing medium is restored to a condition suitable for reuse in flushing.

*Sewage*—A substance that contains the waste products or excrement or other discharge from the bodies of human beings or animals and noxious or deleterious substances being harmful or inimical to the public health, or to animal or aquatic life, or to the use of water for domestic water supply or for recreation, or which constitutes pollution under The Clean Streams Law.

*Sewage enforcement officer*—The official of the local agency who issues permits, reviews permit applications and sewage facilities planning modules and conducts investigations and inspections necessary to implement the act and the regulations thereunder.

*Sewage facilities*—A system of sewage collection, conveyance, treatment and disposal which will prevent the discharge of untreated or inadequately treated sewage or other waste into waters of this Commonwealth or otherwise provide for the safe and sanitary treatment and disposal of sewage or other waste.

(i) *Individual sewage system*—A sewage facility, whether publicly or privately owned, located on a single lot and serving one equivalent dwelling unit and collecting, treating and disposing of sewage in whole or in part into the soil or into waters of this Commonwealth or by means of conveyance of retaining tank wastes to another site for final disposal.

(A) *Individual onlot sewage system*—An individual sewage system which uses a system of piping, tanks or other facilities for collecting, treating and disposing of sewage into a subsurface absorption area or a retaining tank.

(B) *Individual sewage system*—An individual sewage system which uses a method of sewage collection, conveyance, treatment and disposal other than renovation in a subsurface absorption area, or retention in a retaining tank.

(ii) *Community sewage system*—A sewage facility, whether publicly or privately owned, for the collection of sewage from two or more lots, or two or more equivalent dwelling units and the treatment or disposal, or both, of the sewage on one or more of the lots or at another site.

(A) *Community onlot sewage system*—A community sewage system which uses a system of piping, tanks or other facilities for collecting, treating and disposing of sewage into a subsurface soil absorption area or retaining tank.

(B) *Community sewage system*—A community sewage system which uses a method of sewage collection, conveyance, treatment and disposal other than renovation in a subsurface absorption area, or retention in a retaining tank.

*Sewage management program*—A program authorized by the official action of a municipality for the administration, management and regulation of the disposal of sewage.

*Sewer authority*—A municipal authority, established under the Municipality Authorities Act of 1945 (53 P. S. §§ 301—401), which provides, maintains, owns or operates sewage facilities.

*Small flow treatment facilities*—An individual or community sewerage system designed to adequately treat sewage flows not greater than 2000 gallons per day for final disposal using a stream discharge or discharge to the surface of the ground.

*Soil horizon*—A layer of soil approximately parallel to the soil surface, the chemical and physical characteristics of which are distinguishable by observation or other method of analysis, from the chemical and physical characteristics in adjacent layers of soil.

*Soil profile*—The collection of soil horizons, including the natural organic layers on the surface.

*Subdivision*—The division or redivision of a lot, tract or other parcel of land into two or more lots, tracts, parcels or other divisions of land, including changes in existing lot lines. The enumerating of lots shall include as a lot that portion of the original tract remaining after other lots have been subdivided therefrom.

*Waters of this Commonwealth*—Rivers, streams, creeks, rivulets, impoundments, ditches, water courses, storm sewers, lakes, dammed water, ponds, springs and other bodies or channels of conveyance of surface and underground water, or of their parts, whether natural or artificial, within or on the boundaries of this Commonwealth.

#### Source

The provisions of this § 71.1 adopted August 13, 1971, effective August 14, 1971, 1 Pa.B. 649; amended April 28, 1972, effective May 15, 1972, 2 Pa.B. 753; amended September 28, 1973, effective October 15, 1973, 3 Pa.B. 2176; amended August 30, 1974, effective September 16, 1974, 4 Pa.B. 1805; amended June 9, 1989, effective June 10, 1989, 19 Pa.B. 429. Immediately preceding text appears at serial pages (136200) to (136202) and (129911) to (129912).

#### Notes of Decisions

It was appropriate for the Department of Environmental Resources to grant a system permit for a proposed sewer system and label it "experimental" in order to determine whether the particular system would work and such a label did not cause the Department of Environmental Resources to incur liability when the system failed. *Londonderry Township v. Meyer*, 537 A.2d 377, 384 (Pa. Commw. 1988).

### §71.2. Scope and time periods.

(a) This chapter is adopted in accordance with the duties imposed upon the Department under the act and the Clean Streams Law and applies to municipalities administering the planning provisions of the act and to persons subdividing land or planning, designing or installing sewage facilities.

(b) This chapter governs the sewage planning requirements for sewage facilities being proposed by municipalities to resolve existing sewage disposal problems, to provide for the sewage disposal needs of new land development and otherwise to provide for future sewage disposal needs of a resident or landowner in a municipality.

(c) Time periods referred to in this chapter will be computed under 1 Pa.C.S. § 1908 (relating to computation of time).

#### Source

The provisions of this § 71.2 adopted August 13, 1971, effective August 14, 1971, 1 Pa.B. 1649; amended April 28, 1972, effective May 15, 1972, 2 Pa.B. 753; amended September 28, 1973, effective October 15, 1973, 3 Pa.B. 2176; amended August 30, 1974, effective September 16, 1974, 4 Pa.B. 1805; amended January 9, 1987, effective January 10, 1987, 17 Pa.B. 172; amended June 9, 1989, effective June 10, 1989, 19 Pa.B. 2429. Immediately preceding text appears at serial page (129912).

### §71.3. Purposes.

This chapter is separated into five subchapters:

- (1) Subchapter B (relating to official plan requirements) provides a comprehensive sewage planning mechanism to identify and resolve existing sewage disposal problems, to avoid potential sewage problems resulting from new land development and to provide for the future sewage disposal needs of a municipality.
- (2) Subchapter C (relating to new land development plan revisions) provides a mechanism for revising sewage facilities plans to provide for new land development.
- (3) Subchapter D (relating to official plan requirements for alternative evaluations) provides the planning requirements for evaluating alternatives for sewage facilities.
- (4) Subchapter E (relating to sewage management programs) provides the requirements for establishing sewage management programs.

#### Source

The provisions of this § 71.3 adopted August 13, 1971, effective August 14, 1971, 1 Pa.B. 1649; amended April 28, 1972, effective May 15, 1972, 2 Pa.B. 753; amended August 30, 1974, effective September 16, 1974, 4 Pa.B. 1805; amended January 9, 1987, effective January 10, 1987, 17 Pa.B. 172; amended June 9, 1989, effective June 10, 1989, 19 Pa.B. 2429. Immediately preceding text appears at serial pages (129913) and (129915).

**Subchapter B. OFFICIAL PLAN REQUIREMENTS****GENERAL**

- 1.11. General requirement.
- 1.12. Municipal responsibility to revise plans.
- 1.13. Department responsibility to require official plan revisions.
- 1.14. Private request to revise official plans.
- 1.15. [Reserved].
- 1.16. [Reserved].
- 1.17. [Reserved].
- 1.18. [Reserved].
- 1.21. Content of official plans.
- 1.22. Coordination of official plans with Federally funded sewage facilities planning.
- 1.23. [Reserved].
- 1.24. [Reserved].
- 1.25. [Reserved].
- 1.26. [Reserved].
- 1.31. Municipal responsibility to review, adopt and implement official plans.
- 1.32. Department responsibility to review and act upon official plans.

**OFFICIAL PLAN APPROVAL****PLANNING GRANTS**

- 1.41. Grants for the preparation of official plans.
- 1.42. Application for grants.
- 1.43. Approval of grants.
- 1.44. Duplicate planning.
- 1.45. [Reserved].
- 1.46. [Reserved].
- 1.47. [Reserved].
- 1.48. [Reserved].

This subchapter cited in 25 Pa. Code § 71.3 (relating to purposes); 25 Pa. Code § 71.63 (relating to retaining tanks); 25 Pa. Code § 71.64 (relating to small flow treatment facilities); 25 Pa. Code § 71.65 (relating to individual and community sewage systems); and 25 Pa. Code § 71.71 (relating to general requirements).

**Cross References****GENERAL****§71.11. General requirement.**

Municipalities are required to develop and implement comprehensive official plans which provide for the resolution of existing sewage disposal problems, provide for the future sewage disposal needs of new land development and provide for the future sewage disposal needs of the municipality. Official plans shall be developed, submitted to the Department for approval and implemented by municipalities under the act and sections §§ 71.12—71.14, 71.21, 71.22, 71.31, 71.41—71.44 and Subchapters C—E.

**Source**

The provisions of this § 71.11 adopted August 13, 1971, effective August 14, 1971, 1 Pa.B. 1649; amended April 28, 1972, effective May 15, 1972, 2 Pa.B. 753; amended August 30, 1974, effective September 16, 1974, 4 Pa.B. 1805; amended June 9, 1989, effective June 10, 1989, 19 Pa.B. 2429. Immediately preceding text appears at serial page (129916).

**§71.12. Municipal responsibility to revise plans.**

- (a) Municipalities shall review and revise their official plans whenever the municipality or the Department determines that the plan is inadequate to meet the existing or future sewage disposal needs of the municipality or portion thereof.
- (b) Two or more municipalities may jointly submit a single official plan. The plan may be prepared by one of the municipalities and submitted on behalf of participating municipalities if the plan is adopted by resolution of the governing body of each municipality to which it relates.
- (c) The existence, absence or content of a municipal or county subdivision ordinance or regulation will not relieve the municipality of its duty to revise its official plan as required by the act and this chapter.
- (d) The proposed plan content shall be consistent with the requirements of the act.
- (e) The completed plan shall be submitted within the time limits established by the Department under § 71.13(a) (relating to Department responsibility to require official plan revisions).

(f) In a civil or administrative action taken under this chapter, the municipality shall have the burden to establish that its official plan or proposed revision complies with the requirements of this chapter.

**Source**

The provisions of this § 71.12 adopted August 13, 1971, effective August 14, 1971, 1 Pa.B. 1649; amended April 28, 1972, effective May 15, 1972, 2 Pa.B. 753; amended August 0, 1974, effective September 16, 1974, 4 Pa.B. 1805; amended June 9, 1989, effective June 0, 1989, 19 Pa.B. 2429. Immediately preceding text appears at serial page (129916).

**Cross References**

This section cited in 25 Pa. Code § 71.11 (relating to general requirement); 25 Pa. Code § 71.13 (relating to method of submission); and 25 Pa. Code § 71.43 (relating to approval of grants).

**§ 71.13. Department responsibility to require official plan revisions.**

(a) The Department will require a municipality to revise its official plan when it determines that the plan does not meet the requirements of Subchapter D (relating to official plan requirements for alternative valuations) or the plan, or its parts, is inadequate to meet the sewage needs of the municipality, its residents or property owners or because of newly discovered facts, conditions or circumstances which make the plan inadequate. Official plan revisions shall be submitted within 120 days of the Department's determination under this section, unless the Department finds that additional time is necessary to complete the planning consistent with this chapter.

(b) The Department will notify the municipality in writing of:

- (1) The reasons for requiring a plan revision.
- (2) Minimum plan content requirements as contained in § 71.21 (relating to content of official plans) and Subchapter D.
- (3) Time limitations for plan completion, including interim deadlines and compliance schedules the Department deems necessary.
- (4) The status of the existing official plan.

(c) The Department may require two or more municipalities to develop and submit jointly a single official plan. The Department will allow the preparation of a joint municipal plan if the plan is adopted by each participating municipality.

**Source**

The provisions of this § 71.13 adopted August 13, 1971, effective August 14, 1971, 1 Pa.B. 1649; amended April 28, 1972, effective May 15, 1972, 2 Pa.B. 753; amended September 28, 1973, effective October 15, 1973, 3 Pa.B. 2176; amended August 30, 1974, effective September 16, 1974, 4 Pa.B. 1805; amended June 9, 1989, effective June 10, 1989, 9 Pa.B. 2429. Immediately preceding text appears at serial page (114763).

**Cross References**

This section cited in 25 Pa. Code § 71.11 (relating to general requirement); 25 Pa. Code § 71.12 (relating to municipal responsibility to revise plans); and 25 Pa. Code § 71.14 (relating to private request to revise official plans).

**§ 71.14. Private request to revise official plans.**

(a) A person who is a resident or property owner in a municipality may request the Department to order the municipality to revise its official plan if the resident or property owner can show that the official plan is not being implemented or is inadequate to meet the resident's or property owner's sewage disposal needs. This request may be made only after a prior demand upon the municipality to so implement or revise its official plan and failure of the municipality to reply in either the affirmative or negative within 60 days or, failure of the municipality to implement its official plan within the time limits established in the plan's implementation schedule or failure to revise its official plan within the time limits established in this chapter. The request to the Department shall contain a description of the area of the municipality in question and a list of reasons that the plan is believed to be inadequate.

(b) Private requests to revise an official plan shall contain evidence that the municipality has refused in writing to revise its plan, is not implementing its plan or has failed to act within the time limits established in § 71.13(a) (relating to Department responsibility to require official plan revisions) for plan updates or § 71.53(b) (relating to municipal administration of new land development planning requirements for revisions) for new land developments.

(c) No private request to revise an official plan because of the subdivision of land will be considered by the Department unless the subdivision has received prior approval under municipal or county planning codes being implemented through Article VI of the Pennsylvania Municipalities Planning Code (53 P. S. §§ 10601—10619).

(d) Upon receipt of a private request for revision, the Department will notify the municipality and appropriate official planning agencies within the municipality, including a planning agency with areawide jurisdiction if one exists, under the Pennsylvania Municipalities Planning Code (53 P. S. §§ 10101—11202) and the existing county or joint county department of health and will request written comments to be submitted within 60 days. The comments shall include a discussion of the compatibility of the proposed subdivision with municipal or county planning codes being implemented through the Pennsylvania Municipalities Planning Code.

(e) In arriving at its decision, the Department will consider, at a minimum, the following:

(1) The reasons advanced by the requesting individual in comparison with comments and reasons for denial advanced by the municipality.

(2) Whether the proposed land use is consistent with § 71.21(a)

(5)(i)-(iii) (relating to content of official plans).

(3) Comments submitted as required by subsection (d).

(4) The existing official plan developed under this chapter.

(f) The Department will render its decision, and inform the person requesting the revision and the appropriate municipality, in writing, within 120 days after either receipt of the comments required by subsection (d) or the expiration of the 60-day comment period when no comments have been received. If the Department refuses to order a revision requested under subsection (a), it will notify the person, in writing, of the reasons for the refusal.

#### Source

The provisions of this § 71.14 adopted August 13, 1971, effective August 14, 1971, 1 Pa.B. 1649; amended April 28, 1972, effective May 15, 1972, 2 Pa.B. 753; amended September 28, 1973, effective October 15, 1973, 3 Pa.B. 2176; amended August 30, 1974, effective September 16, 1974, 4 Pa.B. 1805; amended February 28, 1975, effective March 17, 1975, 5 Pa.B. 374; amended June 9, 1989, effective June 10, 1989, 19 Pa.B. 2429. Immediately preceding text appears at serial pages (114763) to (114765).

#### Cross References

This section cited in 25 Pa. Code § 71.11 (relating to general requirement); and 25 Pa. Code § 71.75 (relating to private request to require a sewage management program).

### §71.15. [Reserved].

#### Source

The provisions of this § 71.15 adopted August 13, 1971, effective August 14, 1971, 1 Pa.B. 1649; amended April 28, 1972, effective May 15, 1972, 2 Pa.B. 753; amended September 28, 1973, effective October 15, 1973, 3 Pa.B. 2176; amended August 30, 1974, effective September 16, 1974, 4 Pa.B. 1805; amended September 24, 1976, effective October 11, 1976, 6 Pa.B. 2392; reserved June 9, 1989, effective June 10, 1989, 19 Pa.B. 2429. Immediately preceding text appears at serial pages (114766) to (114767).

#### Notes of Decisions

The decision whether to use "revision" or "supplement" procedures is an administrative one to be made by the Department; if the provisions of 25 Pa. Code § 71.15, 25 Pa. Code § 71.14 (relating to contents of plan), and 25 Pa. Code § 71.16 (relating to approval of plans and revisions) have been complied with, Department approval of a supplement is proper despite failure to require involvement of local planning agencies in site selection, and failure to consider the fact that proposed buildings will be located in open space areas. *Swartwood v. Department of Environmental Resources*, 424 A.2d 993, 994 (Pa. Commw. 1981).

### §71.16. [Reserved].

#### Source

The provisions of this § 71.16 adopted August 13, 1971, effective August 14, 1971, Pa.B. 1649; amended April 28, 1972, effective May 15, 1972, 2 Pa.B. 753; amended September 28, 1973, effective October 15, 1973, 3 Pa.B. 2176; amended August 30, 1974, effective September 16, 1974, 4 Pa.B. 1805; amended October 3, 1980, effective October 4, 1980, 10 Pa.B. 3917; reserved June 9, 1989, effective June 10, 1989, 19 Pa.B. 2429. Immediately preceding text appears at serial pages (114768) to (114769).

#### Notes of Decisions

Provisions of 25 Pa. Code § 71.16 (relating to approval of plans and revisions) cited in *Department of Environmental Resources v. Trautner*, 19 Pa. Commw. 116, 118, 338 A.2d 718, 720 (1975).

### §71.17. [Reserved].

#### Source

The provisions of this § 71.17 adopted August 13, 1971, effective August 14, 1971, Pa.B. 1649; amended April 28, 1972, effective May 15, 1972, 2 Pa.B. 753; amended September 28, 1973, effective October 15, 1973, 3 Pa.B. 2176; amended August 30, 1974, effective September 16, 1974, 4 Pa.B. 1805; reserved June 9, 1989, effective June 10, 1989, 19 Pa.B. 2429. Immediately preceding text appears at serial pages (114770) to (114770).

#### Notes of Decisions

This section does not provide an exclusive remedy to landowner for municipal inaction which delays or prevents issuance of a sewage permit under 25 Pa. Code § 91.32. Landowners must also seek direct review by the Commonwealth Court. *Department of Environmental Resources v. Trautner*, 19 Pa. Commw. 116, 122, 338 A.2d 718, 720 (1975). When a property owner can be effectively denied the right to use his property until such time as the municipality has satisfied DER that sewage disposal on the property is in conformity with a comprehensive program of water quality management, there is an unreasonable restriction on the use of private land and a confiscation of property without process. *Department of Environmental Resources v. Trautner*, 19 Pa. Commw. 116, 123, 338 A.2d 718, 722 (1975).

While subsection (c)(3) requires that applicable zoning be considered, DER and the Environmental Hearing Board must be guided by a decision of the appropriate common pleas court regarding zoning rights. *Borough of Sayre v. Department of Environmental Resources*, 9 Pa. D. & C.3d 407, 418 (1979).

The Environmental Hearing Board has jurisdiction over an appeal from a DER order issued under this section as to sewage related problems which are concurrently in litigation with nonsewage related issues in a subdivision dispute in the common pleas court. *Solebury Township Supervisors v. Department of Environmental Resources*, 18 Pa. D. & C.3d 696, 702 (1981).

It is proper for DER to order a municipality to provide sewage facilities services for a subdivision under this section request while the subdivision plan is in litigation but the order is subject to subsequent judicial decision. *Solebury Township Supervisors v. Department of Environmental Resources*, 18 Pa. D. & C.3d 696, 702 (1981).

§71.18. [Reserved].

Source

The provisions of this § 71.18 adopted August 13, 1971, effective August 14, 1971, 1 Pa.B. 1649; amended April 28, 1972, effective May 15, 1972, 2 Pa.B. 753; reserved September 28, 1973, effective October 15, 1973, 3 Pa.B. 2176. Immediately preceding text appears at serial page (11243).

OFFICIAL PLAN PREPARATION

§71.21. Content of official plans.

(a) A municipality shall either meet with the Department prior to completion of a Task/Activity Report or, submit a Task/Activity Report or other appropriate form prior to preparation of an official plan to determine which of the planning elements listed in this section are necessary to meet the specific needs of that municipality. A determination does not constitute a final Department action until the completed plan is submitted by the municipality and acted upon by the Department. If applicable to the specific planning needs of the municipality, as determined by the Department, the completed plan submitted to the Department shall:

- (1) Describe and analyze the physical and demographic characteristics of the planning area through the following:
  - (i) An identification and mapping of the planning area boundaries and political subdivision boundaries.
  - (ii) An identification and mapping of the physical characteristics of the planning area, including streams, lakes, impoundments, natural conveyance channels and drainage basins.
  - (iii) A survey and a map and analysis of soils and geological features.
  - (iv) A listing of current population information and historical population data.
  - (v) An identification of wetlands as defined in Chapter 105 (relating to dam safety and waterway management).
  - (vi) Identification of the source of the potable water supply including the available capacity of public supplies and aquifer yield for groundwater supplies.
- (2) Evaluate existing sewage facilities in the planning area through the following:
  - (i) An identification, mapping and description of municipal and nonmunicipal, individual and community sewerage systems in the planning area including:

- (A) The location of treatment plants, main intercepting lines pumping stations and force mains, including their size, capacity point of discharge and drainage basin served.
- (B) A description of problems with the existing facilities, including existing or projected overload under Chapter 94 (relating to municipal wasteload management) or violations of a national pollutant discharge elimination system permit, the Clean Stream Law permit or other permit, rule or regulation of the Department
- (C) A description of operation and maintenance requirements and the status of compliance with these requirements and the requirements of Subchapter E (relating to sewage management programs).

(ii) An identification, mapping and description of areas that use individual and community onlot sewage systems in the planning area, including:

- (A) The types of systems in use.
- (B) A description of problems with the systems, including violations of local ordinances, the act, the Clean Streams Law or a rule or regulation promulgated thereunder.
- (C) A comparison of the types of onlot sewage systems installed in an area with the types of systems which are appropriate for the area according to soil, geologic conditions and Chapter 73 (relating to standards for sewage disposal facilities).

(3) Delineate and describe through a text, map and analysis:

- (i) Areas with existing development or platted subdivisions.
  - (ii) Land use designations established under the Pennsylvania Municipalities Planning Code (53 P. S. §§ 10101—11202), including residential, commercial and industrial areas.
  - (iii) Future growth areas and population projections.
  - (iv) Zoning; subdivision regulations; local county or regional comprehensive plans; and existing plans of a Commonwealth agency relating to the development, use and protection of land and water resources.
  - (v) Areas where community sewage systems are planned to be available within a 5-year and a 10-year period.
- (4) Identify alternatives which are available to provide for new or improved sewage facilities for each area of need including, but not limited to:
- (i) The potential for extension of existing municipal or non-municipal sewage facilities to areas in need of new or improved sewage facilities.
  - (ii) The potential for the continued use of existing municipal or nonmunicipal sewage facilities through one or more of the following:

Cross References

This section cited in 25 Pa. Code § 71.11 (relating to general requirement); and 25 Pa. Code § 71.41 (relating to grants for the preparation of official plans).

§71.44. Duplicate planning.

The Department will not pay grants under the act for information which has been completed previously or collaterally under local, State or Federal programs. The plan shall incorporate this information by reference.

Source

The provisions of this § 71.44 adopted August 30, 1974, effective September 16, 1974, 4 Pa.B. 1805; reserved January 9, 1987, effective January 10, 1987, 17 Pa.B. 172; amended June 9, 1989, effective June 10, 1989, 19 Pa.B. 2429. Immediately preceding text appears at serial page (125966).

Notes of Decisions

Neither Sewage Facility Act (35 P. S. §§ 750.1—750.16) nor this section authorized denial of permit without first allowing applicant a reasonable opportunity to supply additional information requested and applicant need not have supplied information between time of denial of application and time of Board of Supervisor's hearing; applicant acted properly in filing appeal under Local Agency Law (repealed). *D'Amico v. Board of Supervisors, Alsace Township*, 526 A.2d 479, 481 (Pa. Commw. 1987).

Cross References

This section cited in 25 Pa. Code § 71.11 (relating to general requirement).

§71.45. [Reserved].

Source

The provisions of this § 71.45 adopted August 30, 1974, effective September 16, 1974, 4 Pa.B. 1805; reserved January 9, 1987, effective January 10, 1987, 17 Pa.B. 172. Immediately preceding text appears at serial pages (21625) and (30792).

Notes of Decisions

In view of broad responsibility indicated by this section, local agencies must be given broad discretion in requiring sufficient information to support grant of sewage permit. *D'Amico v. Board of Supervisors, Alsace Township*, 526 A.2d 479, 481 (Pa. Commw. 1987).

§71.46. [Reserved].

Source

The provisions of this § 71.46 adopted August 30, 1974, effective September 16, 1974, 4 Pa.B. 1805; amended September 24, 1976, effective October 11, 1976, 6 Pa.B. 2392; reserved January 9, 1987, effective January 10, 1987, 17 Pa.B. 172. Immediately preceding text appears at serial pages (30792) to (30793).

§71.47. [Reserved].

Source

The provisions of this § 71.47 adopted August 30, 1974, effective September 16, 1974, Pa.B. 1805; amended September 24, 1976, effective October 11, 1976, 6 Pa.B. 2392; reserved January 9, 1987, effective January 10, 1987, 17 Pa.B. 172. Immediately preceding text appears at serial page (30793).

§71.48. [Reserved].

Source

The provisions of this § 71.48 adopted August 30, 1974, effective September 16, 1974, Pa.B. 1805; reserved January 9, 1987, effective January 10, 1987, 17 Pa.B. 172. Immediate preceding text appears at serial pages (30793) and (78907).

Subchapter C. NEW LAND DEVELOPMENT PLAN REVISIONS

Sec.

- 71.51. General.
- 71.52. Content requirements—new land development revisions.
- 71.53. Municipal administration of new land development planning requirements for revisions.
- 71.54. Department administration of new land development planning requirements for revisions.
- 71.55. Exceptions to the requirement to revise the official plan for new land development.
- 71.56. [Reserved].
- 71.57. [Reserved].

Cross References

This section cited in 25 Pa. Code § 71.3 (relating to purposes); 25 Pa. Code § 71.1 (relating to general requirement); 25 Pa. Code § 71.63 (relating to retaining tanks); 2 Pa. Code § 71.64 (relating to small flow treatment facilities); 25 Pa. Code § 71.65 (relating to individual and community sewage systems); and 25 Pa. Code § 71.71 (relating to general requirements).

§71.51. General.

A municipality shall revise its official plan when:

- (1) A new subdivision is proposed, except as provided by § 71.5 (relating to exceptions to the requirement to revise the official plan for new land development).
- (2) The official plan, or its parts, is inadequate to meet the sewage needs of the new land development.

(3) Newly discovered or changed facts, conditions or circumstances make the plan inadequate to meet the sewage needs of new land developments.

(4) A permit is required from the Department under section 5 of the Clean Streams Law (35 P. S. § 691.5).

Source

The provisions of this § 71.51 adopted August 13, 1971, effective August 14, 1971, 1 Pa.B. 1649; amended April 28, 1972, effective May 15, 1972, 2 Pa.B. 753; amended September 28, 1973, effective October 15, 1973, 3 Pa.B. 2176; amended August 30, 1974, effective September 16, 1974, 4 Pa.B. 1805; amended February 28, 1975, effective March 17, 1975, 5 Pa.B. 374; amended June 9, 1989, effective June 10, 1989, 19 Pa.B. 2429. Immediately preceding text appears at serial pages (125967) to (125968).

Notes of Decisions

The issuance of a cease and desist order to restrain violation of this section is unauthorized when it was not proved that an addition to a mobile home park and the installation of an on-lot sewage disposal system created an unsanitary condition or nuisance. *Commonwealth v. Trask*, 71 Pa. D. & C.2d 203, 209 (1974).

Since a privy is a type of holding tank which cannot be distinguished on the basis that it does not receive waste water and does not require the kind of authorization or servicing necessary for holding tanks, a permit for a privy should be denied where water pressure is available and there is no official municipal sewerage facilities plan that would allow a privy on the property of the applicant. *Brooks v. Upper Frederick Township*, 68 Pa. D. & C.2d 109, 516 (1975).

Although there is no authority in the Sewage Facilities Act to condition the granting of an individual sewage system upon compliance with the provisions of 25 Pa. Code § 71.51 relating to restrictions on use. The Clean Streams Law authorizes the adoption of reasonable restrictions on the use of holding tanks for sewage. *Shell Oil Co. v. Bucks County Department of Health*, 73 Pa. D. & C.2d 91, 98 (1975).

When a permit for a septic tank system was revoked while the service station was under construction and the applicant was informed that a holding tank was the only available system, the requirement that there be an official plan providing for holding tanks at the site of the applicant and an ordinance providing for maintenance unreasonably deprives the applicant of the use of his property. *Shell Oil Co. v. Bucks County Department of Health*, 73 Pa. D. & C.2d 91, 101 (1975).

§ 71.52. Content requirements—new land development revisions.

(a) An official plan revision for new land development shall be submitted to the Department in the form of a completed sewage facilities planning module provided by the Department and shall include, but not be limited to, the following information:

- (1) The nature of the proposal, including:
  - (i) Type of facilities to be served, density of proposed development and whether the development is residential, commercial or industrial.
  - (ii) Number of lots including equivalent dwelling units.

(iii) Anticipated sewage flow from the proposed development. For individual or community sewerage systems, the flows shall be based on gauged flows or the flows contained in the Department's Sewerage Manual. A copy of the manual may be obtained from the Department's Bureau of Water Quality Management. For individual or community onlot sewerage systems, the flows shall be consistent with §§ 73.16 and 73.17 (relating to absorption area requirements; and sewage flows).

(iv) Anticipated raw waste characteristics of the sewage.

(v) Type of sewage facilities proposed, including collection, treatment and disposal methods.

(vi) Description of required operation and maintenance activities required by Subchapter E (relating to sewage management programs)

(vii) Designation of the person responsible for operation and maintenance activities and the legal and financial arrangements necessary for assumption of this responsibility.

(2) The relationship of the proposed development to existing sewage needs, proposed sewage facilities and sewage management programs in an area delineated by the municipality, including identification of:

(i) The areas included in, and adjacent to, the project which are in need of improved sewage facilities.

(ii) Existing and proposed sewage facilities for remaining acreage or delineated lots not included in the project.

(iii) Existing sewage facilities and sewage management programs in the area.

(iv) Other proposed sewage facilities and sewage management programs—public and private—in the area.

(v) The method for integrating the proposal into the comprehensive sewage program in the area as reflected in the approved official plan.

(3) An analysis of technically available sewage facilities alternatives identified by the municipality and additional alternatives identified by the Department, including whether each alternative:

(i) Meets the technical requirements of this part.

(ii) Is consistent with local and areawide comprehensive water quality management plans for the area.

(iii) Is consistent with sewage planning policies and decisions of the municipality.

(iv) Is consistent with the municipalities' comprehensive land use plan for the area.

(v) Incorporates and is consistent with the requirements of §§ 71.21 and 71.31 (relating to content of official plans; and municipal responsibility to review, adopt and implement official plans).

(4) Selection of an alternative which adequately addresses both the present and future sewage needs of the proposal, through identification and evaluation of:

- (i) Interim facilities.
- (ii) Replacement facilities.
- (iii) Ultimate facilities.
- (iv) Operation and maintenance activities and requirements.

(5) Selection of an alternative which assures the continued operation and maintenance of the selected sewage facilities through evaluation and identification of the following:

- (i) Sewage management program requirements.
- (ii) Administrative capability for continued operation and maintenance.

(6) Documentation of whether or not it may be implemented including:

- (i) Agreements with sewer authorities, water authorities or other persons to provide services necessary for implementation of the plan.
- (ii) Designation of the institutional arrangements necessary for implementation of the plan.

(b) The Department may require additional information which is necessary for adequate review of the proposal.

#### Source

The provisions of this § 71.52 adopted August 13, 1971, effective August 14, 1971, 1 a.B. 1649; amended April 28, 1972, effective May 15, 1972, 2 Pa.B. 753; amended September 28, 1973, effective October 15, 1973, 3 Pa.B. 2176; amended August 30, 1974, effective September 16, 1974, 4 Pa.B. 1805; amended June 9, 1989, effective June 10, 1989, 9 Pa.B. 2429. Immediately preceding text appears at serial page (125969).

#### Notes of Decisions

The issuance of a cease and desist order to restrain violation of this section is authorized where it was not proved that an addition to a mobile home park and the installation of an onlot sewage disposal system created an unsanitary condition or nuisance. *Commonwealth v. Trask*, 71 Pa. D. & C.2d 203, 209 (1974).

#### Cross References

This section in 25 Pa. Code § 71.53 (relating to municipal administration of new land development planning requirements for revisions); and 25 Pa. Code § 71.61 (relating to general).

### §71.53. Municipal administration of new land development planning requirements for revisions.

(a) It is the responsibility of the municipality to act upon revisions for new land development. If the new land development is requested by a private developer, the developer or his agent may complete the Department's sewage facilities planning module and submit it to the municipality for action.

(b) The municipality shall review and act upon a complete sewage facilities planning module within 60 days of receipt.

(c) Municipal action shall take the form of adopting, adopting with modifications or refusing to adopt the proposal as a revision to the municipality's official plan.

(d) For the purposes of this section, no plan revision for new land development will be considered complete unless it includes the following:

(1) The information contained in § 71.52 (relating to content requirements—new land development revisions) and the Department's sewage facilities planning module.

(2) Comments by appropriate official planning agencies of a municipality, including a planning agency with areawide jurisdiction if one exists, under the Pennsylvania Municipalities Planning Code (53 P. S. §§ 10101—11202) and the existing county or joint county department of health. Evidence that the sewage facilities planning module has been before these agencies for 60 days without comment shall be sufficient to satisfy this paragraph.

(3) A written commitment from the owner of the receiving community sewerage facilities to provide service to the proposed new land development and the conditions for providing the services.

(4) Documentation that the proposal is consistent with the requirements of § 71.21(a)(5) (relating to content of official plans) or that inconsistencies have been resolved under § 71.31(e) (relating to municipal responsibility to review, adopt and implement official plans).

(5) A statement from the sewage enforcement officer for the local agency having jurisdiction for individual or community onlot sewage systems in the area where onlot systems are proposed commenting on:

(i) General site suitability for system usage.

(ii) The sewage enforcement officer shall have 20 days from receipt of a sewage facilities planning module from the municipality to provide these comments, which shall be based upon onsite verification of soils tests, general site conditions and other generally available soils information. Evidence that the sewage enforcement officer has been in receipt of the sewage facilities planning module for 20 days without commenting is sufficient to satisfy this subsection.

(6) Evidence documenting newspaper publication—which meets the requirement of § 71.31(c)—of the proposed plan adoption action when the proposal involves one of the following:

- (i) Construction of a sewage treatment facility.
  - (ii) A change in the flow at a sewage treatment facility of greater than 50,000 gpd.
  - (iii) Will result in a public expenditure in excess of \$100,000.
  - (iv) Will lead to a major modification of the existing municipal administrative organization or the establishment of new administrative organizations within the municipal government.
  - (v) A subdivision of 50 lots or more.
  - (vi) A major change in established growth projections.
  - (vii) A different land use pattern than that established in the official sewage plan.
  - (viii) The use of large volume onlot sewage systems.
  - (ix) Resolution of a conflict between the proposed alternative and the consistency requirements contained in § 71.21(a)(5)(i)—(iii).
- (e) Since it is the responsibility of the municipality to implement the provisions of official plan revisions, when reviewing a proposed plan revision the municipality shall consider the information requested in subsection (d) and whether the proposed plan revision is consistent with established municipal goals and capabilities.

(f) A municipality may refuse to adopt a proposed revision to their official plan for new land development for reasons, including, but not limited to:

- (1) The plan is not technically or administratively able to be implemented.
- (2) Present and future sewage disposal needs of the area, remaining acreage or delineated lots are not adequately addressed.
- (3) The plan is not consistent with municipal land use plans and ordinances, subdivision ordinances or other ordinances or plans for controlling land use or development.
- (4) The plan is not consistent with the comprehensive sewage program of the municipality as contained in the official plan.
- (5) The plan does not meet the consistency requirements of § 71.21(a)(5)(i)—(iii).

(g) Whenever a municipality refuses to adopt a proposed revision to the official plan, it shall state the reasons for the refusal and forward a copy of this statement to the person making the submission, and to the department.

(h) A municipality may not adopt a proposed revision to the official plan, conditionally or otherwise, until it determines that the proposal complies with applicable municipal zoning, land use or other municipal comprehensive plans. If changes to the proposed revision or the applicable plan, regulation or ordinance are necessary, the changes shall be completed prior to adoption of the revision by the municipality.

(i) Upon adoption of the proposed revision to the official plan, the municipality shall forward the proposed revision to the Department with the information required in § 71.52 and subsection (d) for review. Adoption of the proposed revision to the official plan shall be by resolution of the municipality.

#### Source

The provisions of this § 71.53: adopted August 13, 1971, effective August 14, 1971, 1 Pa.B. 1649; amended April 28, 1972, effective May 15, 1972, 2 Pa.B. 753; amended September 28, 1973, effective October 15, 1973, 3 Pa.B. 2176; reserved August 30, 1974, effective September 16, 1974, 4 Pa.B. 1805; amended June 9, 1989, effective June 10, 1989, 19 Pa.B. 2429. Immediately preceding text appears at serial page (12832).

#### Cross References

This section cited in 25 Pa. Code § 71.14 (relating to private request to revise official plans); 25 Pa. Code § 71.54 (relating to Department administration of new land development requirements for revisions); and 25 Pa. Code § 71.55 (relating to exceptions to the requirement to revise the official plan for new land development).

### §71.54. Department administration of new land development planning requirements for revisions.

(a) No proposed plan revision for new land development will be approved by the Department unless it contains the information and supporting documentation required by the act, the Clean Streams Law and regulations promulgated thereunder.

(b) No proposed plan revision for new land development will be considered for approval unless accompanied by the information required in § 71.53(d) (relating to municipal administration of new land development planning requirements for revisions).

(c) When a municipality does not have an approved official plan, or fails to revise or implement an official plan when required:

- (1) Section 71.32(f) (relating to Department responsibility to review and act upon official plans) applies.
- (2) The exceptions to the requirements to revise the official plan for new land development in § 71.55 (relating to exceptions to the requirement to revise the official plan for new land development) do not apply.

(d) Within 120 days after receipt of a complete proposed plan revision and documentation, the Department will approve or disapprove the proposed plan revision.

(e) Upon the Department's failure to act upon a proposed plan revision within 120 days of its submission, the proposed plan revision shall be deemed to have been approved, unless the Department informs the municipality prior to the end of the 120-day period that an extension of time is necessary to complete review. The additional time will not exceed 60 days.

(f) In approving or disapproving an official plan or revision, the Department will consider the requirements of § 71.32(d).

(g) When an official plan revision for new land development is approved by the Department, written notice will be given to each municipality included in the plan revision, with a statement of reasons for its disapproval.

#### Source

The provisions of this § 71.54 adopted August 13, 1971, effective August 14, 1971, 1 Pa.B. 1649; amended April 28, 1972, effective May 15, 1972, 2 Pa.B. 753; amended September 28, 1973, effective October 15, 1973, 3 Pa.B. 2176; reserved August 30, 1974, effective September 16, 1974, 4 Pa.B. 1805; amended June 9, 1989, effective June 10, 1989, 19 Pa.B. 2429. Immediately preceding text appears at serial page (12832).

### 71.55. Exceptions to the requirement to revise the official plan for new land development.

(a) A municipality does not have to revise its official plan when the Department determines that the proposal is for the use of individual onlot sewage systems serving detached single family dwelling units in a subdivision of ten lots or less and the following apply:

(1) The proposal, in addition to the existing or proposed subdivision of which it is a part, will not exceed ten lots.

(2) The subdivision has been determined to have soils and site conditions which are generally suitable for onlot sewage disposal systems under § 71.62 (relating to individual and community onlot sewage systems).

(3) For the purposes of determining whether a proposal qualifies for an exception under this section, the enumeration of lots shall include only lots created after May 15, 1972.

(4) The proposal is consistent with the requirements of § 71.21(a)(5)(i)-(iii) (relating to content of official plans).

(b) Documentation supporting a request for exception under this section shall be submitted to the Department using the Department's sewage facilities planning module and shall include:

(1) A statement by the governing body of the municipality acknowledging that they and an existing municipal planning or zoning agency, or both, have reviewed the proposal and found it to be consistent with the municipality's official plan.

(2) Evidence of review by the municipality's sewage enforcement officer.

(c) Municipalities shall comply with § 71.53(a) and (b) (relating to municipal administration of new land development planning requirements for revisions) when reviewing the proposals.

(d) Proposals qualifying under this section shall be considered adequate if the Department does not respond within 60 days of the Department's receipt of the properly completed and submitted components of the Department's sewage facilities planning module along with proper written documentation and the sewage facility planning module meets the requirements of this chapter.

#### Source

The provisions of this § 71.55 adopted August 13, 1971, effective August 14, 1971, 1 Pa.B. 1649; amended April 28, 1972, effective May 15, 1972, 2 Pa.B. 753; amended September 28, 1973, effective October 15, 1973, 3 Pa.B. 2176; reserved August 30, 1974, effective September 16, 1974, 4 Pa.B. 1805; amended June 9, 1989, effective June 10, 1989, 19 Pa.B. 2429. Immediately preceding text appears at serial page (12833).

#### Cross References

This section cited in 25 Pa. Code § 71.51 (relating to general); and 25 Pa. Code § 71.54 (relating to Department administration of new land development planning requirements for revisions).

### §71.56. [Reserved].

#### Source

The provisions of this § 71.56 adopted August 13, 1971, effective August 14, 1971, 1 Pa.B. 1649; amended April 28, 1972, effective May 15, 1972, 2 Pa.B. 753; amended September 28, 1973, effective October 15, 1973, 3 Pa.B. 2176; reserved August 30, 1974, effective September 16, 1974, 4 Pa.B. 1805. Immediately preceding text appears at serial page (12833).

### §71.57. [Reserved].

#### Source

The provisions of this § 71.57 adopted August 13, 1971, effective August 14, 1971, 1 Pa.B. 1649; amended April 28, 1972, effective May 15, 1972, 2 Pa.B. 753; amended September 28, 1973, effective October 15, 1973, 3 Pa.B. 2176; reserved August 30, 1974, effective September 16, 1974, 4 Pa.B. 1805. Immediately preceding text appears at serial page (12833).

### Subchapter D. OFFICIAL PLAN REQUIREMENTS FOR ALTERNATIVE EVALUATIONS

- c. .61. General.
- .62. Individual and community onlot sewage systems.
- .63. Retaining tanks.
- .64. Small flow treatment facilities.
- .65. Individual and community sewerage systems.

#### Cross References

This subchapter cited in 25 Pa. Code § 71.3 (relating to purposes); 25 Pa. Code § 71.11 (relating to general requirements); 25 Pa. Code § 71.13 (relating to Department responsibility to require official plan revisions); and 25 Pa. Code § 71.21 (relating to content of official plans).

#### 71.61. General.

(a) Official plans and revisions to official plans shall evaluate alternatives available to provide for adequate sewage facilities as required in § 71.21 and 71.52(a)(3) (relating to contents of official plans; and intent requirements—new land development revisions). The Department may require evaluation of additional technically available alternatives.

(b) Each alternative for the provision of adequate sewage facilities shall be evaluated for compliance with the technical and administrative requirements of the act and regulations promulgated thereunder.

(c) The official plan or revision shall select one alternative which is supported by documentation as described in § 71.21(a)(4)—(6) which ensures the long term sanitary collection, treatment and disposal of sewage.

(d) Approval of official plans and revisions shall be based on:

- (1) The technical feasibility of the selected alternative in relation to applicable regulations and standards.
- (2) The feasibility for implementation of the selected alternative in relation to applicable administrative and institutional requirements.

#### Source

The provisions of this § 71.61 adopted August 13, 1971, effective August 14, 1971, 1 P.S. 1649; amended April 28, 1972, effective May 15, 1972, 2 Pa.B. 753; amended September 28, 1973, effective October 15, 1973, 3 Pa.B. 2176; amended August 30, 1974, effective September 16, 1974, 4 Pa.B. 1805; reserved January 9, 1987, effective January 10, 1987, 17 Pa.B. 172; amended June 9, 1989, effective June 10, 1989, 19 Pa.B. 2429. Immediately preceding text appears at serial page (125969).

#### §71.62. Individual and community onlot sewage systems.

(a) Official plans and official plan revisions proposing individual and community onlot sewage systems shall evaluate general site suitability to establish their use as a feasible alternative, as specified in subsection (b).

(b) When an official plan or revision proposes the renovation of sewage effluent by means of a subsurface absorption area, the following shall be provided:

- (1) Anticipated raw waste characteristics of the sewage. Where industrial wastes as defined in the Clean Streams Law are expected to be present in the raw sewage, § 72.25(f)(2) (relating to issuance of permits) applies.
- (2) Documentation that the soils and geology of the proposed site are generally suitable for the installation of the systems including:
  - (i) Soils mapping as per the United States Soil Conservation Service mapping or the equivalent.
  - (ii) Contour lines as per the United States Geologic Survey Topographic mapping or site determined contour lines.
  - (iii) Soil profiles as described in Chapter 73 (relating to standards for sewage disposal facilities) shall be performed to insure that an adequate area with suitable soils is available in the area of the proposed system. These profiles shall be approximately equally distributed among the various soils mapped in the area. For the purpose of this section, each change of slope or change in erosion characteristic specified as part of the soil classification system of the United States Soil Conservation Service will be equivalent to a change in soil type.
  - (iv) A sufficient number of percolation tests to confirm that the general percolation rate for each soil type in the area where systems are to be installed is within acceptable limits as described in Chapter 73. For the purpose of this section, each change of slope or change in erosion characteristic specified as part of the soil classification system of the United States Soil Conservation Service will be equivalent to a change in soil type.

(c) This chapter does not preclude the use of individual and community onlot sewage systems using subsurface soil absorption areas on lots less than 1 acre in size or the use of large volume onlot sewage systems. Because of the potential for the creation of a public health hazard or pollution of the waters of this Commonwealth from high density use, improper system siting or inadequate maintenance of individual and community onlot systems, particular attention shall be given in official plans and revisions to the technical and institutional feasibility of using the systems.

(1) Additional permeability testing is required when an official plan or revision proposes the use of a large volume onlot sewage system or a community onlot system with a sewage flow of 10,000 gallons per day or less, and may be required for other onlot system proposals where the total absorption area is greater than 5,000 square feet or where soil profiles or geology reveal slowly permeable conditions below the depth at which the percolation test was performed. Sufficient testing shall be conducted to:

- (i) Determine the permeability of an identified restrictive soil, geologic or hydraulic layer.
- (ii) Determine the vertical rate and the horizontal rate of flow in or above the restrictive layers in inches per hour.
- (iii) Determine the application rate required as derived from the information contained in subparagraphs (i) and (ii). When this application rate is more stringent than that derived from percolation testing, as contained in Chapter 73, the more stringent rate shall be used to size the system.
- (iv) Determine the impact of the system on groundwater mounding.

(2) A preliminary hydrogeologic evaluation is required when the use of subsurface soil absorption areas is proposed and one of the following exists:

- (i) A large volume onlot sewage system will be used.
  - (ii) A subdivision of more than 50 equivalent dwelling units with a density of more than one lot including equivalent dwelling units per acre is proposed.
  - (iii) The Department has documented that the quality of water supplies within 1/4 mile of the proposed site exceed five parts per million (ppm) nitrate-nitrogen.
  - (iv) The Department has determined that known geological conditions for the proposed site may contribute to the potential for groundwater pollution from the systems.
- (3) A preliminary hydrogeologic evaluation shall include as a minimum, in map and narrative report form:
- (i) The topographic location of the proposed systems in relation to groundwater or surface water flow, or both.
  - (ii) Estimated wastewater dispersion plume.
  - (iii) Identification and location of existing and potential groundwater uses in the estimated area of impacted groundwater.
- (4) Detailed hydrogeologic studies may be required by the Department when the preliminary hydrogeologic evaluation identifies a potential for a conflict between the proposal and existing or potential future uses of groundwater in the area. Detailed hydrogeologic studies shall

identify constituents of the sewage which may pollute groundwater and shall evaluate methods for preventing the pollution of the waters of this Commonwealth. A detailed hydrogeologic study shall be submitted using the Department's sewage facilities planning module.

(d) Municipalities shall evaluate and implement options for establishing an institutional framework to assure the proper operation and maintenance of these systems under the act and this part.

#### Source

The provisions of this § 71.62 adopted August 13, 1971, effective August 14, 1971, Pa.B. 1649; amended April 28, 1972, effective May 15, 1972, 2 Pa.B. 753; amended September 28, 1973, effective October 15, 1973, 3 Pa.B. 2176; amended August 30, 1974, effective September 16, 1974, 4 Pa.B. 1805; amended February 28, 1975, effective March 17, 1975, 5 Pa.B. 374; reserved January 9, 1987, effective January 10, 1987, 17 Pa.B. 172; amended June 9, 1989, effective June 10, 1989, 19 Pa.B. 2429. Immediately preceding text appears at serial page (125969).

#### Cross References

This section cited in 25 Pa. Code § 71.55 (relating to exceptions to the requirement to revise the official plan for new land development).

### § 71.63. Retaining tanks.

(a) Retaining tanks are designed and constructed to facilitate ultimate disposal of the sewage at another site. This requires the control of retaining tanks through specific restrictions on their use.

(b) General requirements for retaining tank use are as follows:

- (1) The official plan or revision shall meet the requirements of Subchapters B and C (relating to official plan requirements; and new land development plan revisions).
- (2) Proposed disposal sites, the method of disposal and the retaining tank cleaner for retaining tank waste shall be approved by the Department in a manner consistent with the Solid Waste Management Act (35 P. S. §§ 6018.101—6018.1003) prior to approval of the official plan or revision allowing the use of retaining tanks.
- (3) A municipality, sewer authority or sewage management agency may delegate or contract for the collection and disposal of the retaining tanks' contents except that the ultimate responsibility for the proper collection and disposal of the contents shall remain with the municipality, authority or agency.
- (4) Whenever the local agency issues permits for retaining tanks, the municipality or local agency may impose other conditions it deems necessary for operation and maintenance of the tanks to prevent a nuisance or a public health hazard.

(c) Holdings tanks require regular service and maintenance to prevent their malfunction and overflow and shall be used in lieu of other methods of sewage disposal only when the following additional conditions are met:

(1) The applicable official plan or revision thereto indicates the use of holding tanks for that lot and provides for replacement by adequate sewerage services in accordance with a schedule approved by the Department.

(2) The applicable official plan or revision includes municipal financial assurances of the replacement project's implementation, such as public financing, bonding or other security of sufficient present value to assure completion or other assurances either singularly or in combination that the Department deems necessary.

(3) The municipality, sewer authority or other Department approved entity with jurisdiction or responsibility over the site has by suitable ordinance, regulation or restriction assumed full responsibility for maintaining existing and new holding tanks. The ordinances shall, as a minimum, include:

- (i) Identification of the administrative entity to receive, review and retain pumping receipts from permitted holding tanks.
- (ii) An annual inspection of holding tanks within the municipality with completion and retention of a written inspection report.
- (iii) Procedures and penalties for correction of malfunctions or public health hazards from holding tanks.

(d) The restrictions in subsections (c)(1)–(3) do not apply to holding tanks when the local agency, municipality or the Department determines that the use is necessary to abate a nuisance or public health hazard.

(e) The restrictions in subsections (c)(1) and (2) do not apply to holding tanks when the use is for an institutional, recreational or commercial establishment with a sewage flow of 400 gallons per day or less.

(f) A privy or chemical toilet is designed to receive sewage where there is no water under pressure and no piped wastewater. Privies shall be used in lieu of other methods of sewage disposal only when the following conditions are met:

(1) The applicable official plan or the revision thereto indicates the use of privies for that lot and documents that soil and site suitability testing of that lot under §§ 73.11–73.16 has been conducted, and the site meets the requirements for the ultimate sewage disposal by one of the systems described under §§ 73.51–73.55 (relating to construction of absorption areas) to assure that adequate sewerage facilities will be available if water under pressure or piped water becomes available to that lot in the future.

(2) The municipality, sewer authority or other Department approved entity with jurisdiction or responsibility over the site has by suitable ordinance, regulation or restriction assumed responsibility for removal of a privy and the installation of an approved onlot sewer disposal system when water under pressure or piped water is provided to the lot.

(g) The restrictions in subsection (f) do not apply:

(1) To a privy or chemical toilet when proposed for use on an isolated lot which is 1 acre or larger not served now and will not be served in the future by water under pressure or piped water.

(2) To temporary use of portable retention tanks or portable chemical toilets when their use is proposed at construction sites or at a site of public gathering and entertainments.

#### Source

The provisions of this § 71.63 adopted August 30, 1974, effective September 16, 1974, Pa.B. 1805; amended February 28, 1975, effective March 17, 1975, 5 Pa.B. 374; revised January 9, 1987, effective January 10, 1987, 17 Pa.B. 172; amended June 9, 1989, effective June 10, 1989, 19 Pa.B. 2429. Immediately preceding text appears at serial page (12596).

#### §71.64. Small flow treatment facilities.

(a) Small flow treatment facilities require adequate operation and maintenance to prevent the creation of environmental problems or public health hazards associated with improperly treated sewage. This requires the control of small flow treatment facilities through specific restriction on their use.

(b) Small flow treatment facilities are restricted to use as a replacement or repair system which the Department determines is necessary to abate an existing nuisance or public health hazard or as a system to serve residential dwellings.

(c) When an official plan or update revision proposes the use of small flow treatment facilities, the official plan or revision shall, as a minimum, contain the following, in addition to the requirements of Subchapters A and C (relating to official plan requirements; and new land development plan revisions):

(1) Documentation that soils are not suitable for the installation of individual or community onlot sewage disposal systems under §§ 73.11–73.16.

(2) Documentation that the proposed system will not discharge waters classified as High Quality in §§ 93.6 and 93.9 (relating to general water quality criteria; and designated water uses and water quality

criteria) or waters classified as Exceptional Value in § 93.9 unless the proposed system is to be used as a replacement or repair system which is necessary to abate an existing nuisance or public health hazard and other regulatory requirements for the discharge are met.

(3) A preliminary hydrogeologic evaluation when the small flow treatment facility will use land disposal or a dry stream channel discharge for final disposal. This evaluation shall include:

- (i) The most recent 71/2' United States Geologic Survey Topographic map with the discharge accurately plotted.
- (ii) The discharge rate and quality, including seasonal variations.
- (iii) An identification on the topographic map of existing groundwater uses for 200 feet in width on each side of the channel downstream from the discharge from the system until perennial stream conditions are reached.
- (4) Documentation, using the information developed in subsection (c)(3), which confirms that existing or proposed drinking water uses will be protected and that effluent will not create a public health hazard or a nuisance.
- (5) Documentation that the proposed use of these small flow treatment facilities does not conflict with comprehensive sewage planning for the area.
- (6) An evaluation that establishes specific responsibilities for operation and maintenance of the proposed system which may include the requirements of Subchapter E (relating to sewage management programs). When small flow treatment facilities are proposed as an alternative to serve an established needs area, the requirements of Subchapter E shall be met.
- (7) An evaluation of the density of development and the number and density of other similar systems in the watershed. As a result of that evaluation, the Department may impose additional conditions or limit the construction or operation of small flow treatment facilities.
- (8) An evaluation of the alternatives available to provide sewage facilities which documents that the use of small flow treatment facilities is the best environmentally acceptable alternative.
- (d) Small flow treatment facilities and their appurtenances shall meet applicable design, installation, operation and other standards established for small flow treatment facilities by the Department under sections 202 and 207 of the Clean Streams Law (35 P. S. §§ 691.202 and 691.207) and shall obtain a Clean Streams Law permit and if there is a discharge to surface water, a national pollutant discharge elimination system permit, prior to construction and operation.

(e) Plans and specifications shall be prepared by a licensed professional engineer in compliance with Chapter 91 (relating to general provisions).

(f) The Department may require independent oversight of the system installation.

#### Source

The provisions of this § 71.64 adopted June 9, 1989, effective June 10, 1989, 19 Pa.B. 2429.

#### Cross References

This section cited in 25 Pa. Code § 71.65 (relating to individual and community sewage systems).

#### §71.65. Individual and community sewerage systems.

(a) When an official plan or revision proposes the use of publicly or privately owned individual or community sewerage system, the official plan or revision shall contain the following, in addition to the requirements of Subchapters B and C (relating to the official plan requirements and new land development plan revisions):

- (1) An evaluation of alternatives available to provide sewage facilities and proof that the proposed sewage facilities are the best short- and long-term, environmentally acceptable alternative.
- (2) An evaluation that establishes specific responsibilities for operation and maintenance of the proposed system under Subchapter E (relating to sewage management programs).
- (b) When the proposed discharge from the individual or community sewerage system is to a dry stream channel or land disposal site, the information as required in § 71.64(c)(3) and (4) (relating to small flow treatment facilities) shall be included with the official plan or revision.
- (c) Individual and community sewerage systems and their appurtenances shall meet applicable design and other standards established by the Department under sections 202 and 207 of the Clean Streams Law (35 P. S. §§ 691.202 and 691.207) and shall obtain a Clean Streams Law permit and if there is a discharge to surface water, a national pollutant discharge elimination system permit, prior to construction and operation.

#### Source

The provisions of this § 71.65 adopted June 9, 1989, effective June 10, 1989, 19 Pa.B. 2429.

#### Subchapter E. SEWAGE MANAGEMENT PROGRAMS

##### Sec.

71.71. General requirements.

71.72. Sewage management programs for Department permitted sewage facilities.

- (A) Repair.
  - (B) Upgrading.
  - (C) Improved operation and maintenance.
  - (D) Other applicable actions that will resolve or abate the identified problems.
- (iii) The need for new community sewage systems.
- (iv) The need for a sewage management program to assure the future operation and maintenance of existing and proposed sewage facilities.
- (5) Evaluate each alternative listed in response to paragraph (4), including, but not limited to:
- (i) Consistency between the proposed alternative and the objectives and policies of:
    - (A) Applicable plans developed and approved under sections 4 and 5 of the Clean Streams Law (35 P. S. §§ 691.4 and 691.5) or section 208 of the Clean Water Act (33 U.S.C.A. § 1288).
    - (B) Municipal wasteload management plans developed under Chapter 94.
    - (C) Plans developed under Title II of the Clean Water Act (33 U.S.C.A. §§ 1281—1299) or Titles II and VI of the Water Quality Act of 1987 (33 U.S.C.A. §§ 1251—1376).
    - (D) Comprehensive plans developed under the Pennsylvania Municipalities Planning Code.
    - (E) Antidegradation requirements as contained in Chapters 93, 95 and 102 (relating to water quality standards; waste water treatment requirements; and erosion control) and the Clean Water Act.
    - (F) State water plans developed under the Water Resources Planning Act (42 U.S.C.A. §§ 1962—1962d-18).
    - (G) Title 4 of the *Pennsylvania Code*, Chapter 7, Subchapter W (relating to prime agricultural land policy).
    - (H) Plans adopted by the county and approved by the Department under the Storm Water Management Act (32 P. S. §§ 680.1—680.17).
    - (I) Wetland protection under Chapter 105 (relating to dam safety and waterway management).
    - (J) Protection of rare, endangered or threatened plant and animal species as identified by Pennsylvania Natural Diversity Inventory.
    - (K) Section 507 of Title 37 of *Pennsylvania Consolidated Statutes* (relating to cooperation by public officials with the Commission).
  - (ii) The resolution of inconsistencies identified in this section.

- (iii) Applicable water quality standards, effluent limitations or other technical requirements contained in Subchapter D (relating to official plan requirements for alternative evaluations) and this part.
- (iv) Cost estimates for construction, financing, ongoing administration, operation and maintenance.
- (v) Subject to the limitations of subsections (b) and (c), funding methods available to finance all aspects of each of the proposed alternatives, establishment of the financial alternative of choice and a contingency financial plan to be used if the preferred method of financing is not able to be implemented.
- (vi) Ability to implement, including:
  - (A) Activities necessary to abate critical public health hazards pending completion of sewage facilities or sewage management programs.
  - (B) Phased development of the facilities or sewage management program.
  - (C) Time schedules for implementing each phase.
  - (D) Administrative organization and legal authority necessary for plan implementation.
- (6) Select one alternative to solve the need for sewage facilities in each area studied and support this choice with documentation that shows that it is the best alternative technically, environmentally and administratively.
- (7) Include a summary of the plan which identifies:
  - (i) Major problems evaluated in the plan.
  - (ii) Alternatives chosen to solve these problems.
  - (iii) Municipal commitments necessary to implement the plan.
  - (iv) A schedule for implementation.
- (8) When the information required as part of an official plan or revision has been developed separately, incorporate the information by reference.
  - (b) Feasibility evaluations required by subsection (a)(5)(iv) and (v) shall be limited to areas identified in the plan as needing improved sewage facilities within a 5-year period from the date of plan submission and which are scheduled for completion of sewage facilities within 5 years or less.
  - (c) Dates for the future initiation of feasibility evaluations required by subsection (a)(5)(iv) and (v) shall be included in the implementation schedule for areas proposing completion of sewage facilities for periods in excess of 5 years.

- 71.73. Sewage management programs for sewage facilities permitted by local agencies.
- 71.74. Department responsibilities to require sewage management programs.
- 71.75. Private request to require a sewage management program.
- 71.76. [Reserved].

**Cross References**

This subchapter cited in 25 Pa. Code § 71.3 (relating to purposes); 25 Pa. Code § 71.11 (relating to general requirement); 25 Pa. Code § 71.21 (relating to content of official plans); 25 Pa. Code § 71.52 (relating to content requirements—new land development revisions); 25 Pa. Code § 71.64 (relating to small flow treatment facilities); and 25 Pa. Code § 71.65 (relating to individual and community sewage systems).

**§71.71. General requirements.**

Municipalities are required to assure the proper operation and maintenance of sewage facilities within their borders. Proper operation and maintenance of sewage facilities is essential to the provision of adequate sewage treatment and disposal over the functional life of a sewage treatment system. Municipalities shall, therefore, address long-term operation and maintenance in official plans and revisions to official plans. Subchapters B and C (relating to official plan requirements; and new land development plan revisions) and this subchapter provide the planning requirements to identify, evaluate and implement the operation and maintenance needs of existing and proposed sewage facilities within a municipality. The establishment of a sewage management program as part of an official plan or revision to an official plan provides a method of assuring proper operation and maintenance of sewage facilities. The evaluation and implementation of operation and maintenance needs through a sewage management program shall be consistent with the provisions of this subchapter.

**Source**

The provisions of this § 71.71 adopted August 13, 1971, effective August 14, 1971, 1 Pa.B. 1649; amended April 28, 1972, effective May 15, 1972, 2 Pa.B. 753; amended September 28, 1973, effective October 15, 1973, 3 Pa.B. 2176; amended August 30, 1974, effective September 16, 1974, 4 Pa.B. 1805; amended February 28, 1975, effective March 17, 1975, 5 Pa.B. 374; amended September 24, 1976, effective October 11, 1976, 6 Pa.B. 2392; reserved January 9, 1987, effective January 10, 1987, 17 Pa.B. 172; amended June 9, 1989, effective June 10, 1989, 19 Pa.B. 2429. Immediately preceding text appears at serial page (125969).

**§71.72. Sewage management programs for Department permitted sewage facilities.**

When an official plan or revision to an official plan for existing needs areas or new land development proposes the construction of Department permitted nonmunicipal sewage facilities, the official plan or revision shall

evaluate the options available to assure the long-term proper operation and maintenance of the proposed sewage facilities. The municipality, prior to adoption of that official plan or revision, shall require one or more of the following:

- (1) A bond or other security sufficient to cover the costs of improvements which may be required, either prior to final approval or thereafter under section 509 of the Pennsylvania Municipalities Planning Code (53 P. S. § 10509).
- (2) A bond or escrow account sufficient to cover the costs of future operation and maintenance of the sewage facilities under local ordinances.
- (3) Establishment of a properly chartered association, trust or other private legal entity to assure long-term administration of an operation and maintenance program.
- (4) Municipal ownership of the sewage facilities upon completion.
- (5) Establishment of, or inclusion of, the sewage facilities under a management agency through existing municipal codes, including but not limited to, municipal authorities, sanitary boards and boards of health.
- (6) Establishment of, or inclusion of, the sewage facilities under a management agency through the adoption of local ordinances under municipal codes.
- (7) One or a combination of the requirements in paragraphs (1)—(6) or other actions permitted by and consistent with the act and the Clean Streams Law found necessary by the Department to insure proper installation, maintenance and operation of the proposed sewage facilities.

**Source**

The provisions of this § 71.72 adopted August 13, 1971, effective August 14, 1971, 1 Pa.B. 1649; amended April 28, 1972, effective May 15, 1972, 2 Pa.B. 753; amended February 28, 1975, effective March 17, 1975, 5 Pa.B. 374; amended May 30, 1975, effective May 31, 1975, 5 Pa.B. 1402; reserved January 9, 1987, effective January 10, 1987, 17 Pa.B. 172; amended June 9, 1989, effective June 10, 1989, 19 Pa.B. 2429. Immediately preceding text appears at serial page (125970).

**§71.73. Sewage management programs for sewage facilities permitted by local agencies.**

- (a) When sewage facilities are permitted by local agencies, the municipality is responsible for taking actions necessary to assure continued compliance of these sewage facilities with the act, the Clean Streams Law and regulations promulgated thereunder.
- (b) When an official plan or official plan revision shows, or the Department determines, that existing sewage facilities permitted by the local agency need periodic inspection, operation or maintenance to

provide long-term proper operation, or are not properly functioning because of inadequate operation and maintenance, the municipality shall revise its official plan to establish a sewage management program for these types of facilities. The update revision shall include the following as a minimum:

(1) Identification of the specific legal authority to be used by municipal officials and their designated employees to enter lands and make inspections of onlot sewage facilities. The policy concerning a schedule of inspections and methods of notification of landowners of this policy shall be included.

(2) Standards consistent with section 8(b)(9) of the act (35 P. S. § 750.8(b)(9)) for operation, maintenance, repair replacement of sewage facilities which include:

(i) Removal of septage or other solids from treatment tanks once every 3 years or whenever an inspection program reveals the treatment tanks are filled with solids in excess of 1/3 the liquid depth of the tank or with scum in excess of 1/3 the liquid depth of the tank.

(ii) Maintenance of surface contouring and other measures, consistent with Chapter 73 (relating to standards for sewage disposal facilities) to divert storm water away from the treatment facilities and absorption areas and protection of the absorption areas from physical damage.

(iii) Requirements for the use of water conservation devices to reduce hydraulic loading to the sewage system.

(iv) Requirements for the operation and maintenance of electrical, mechanical and chemical components of the sewage facilities; collection conveyance piping, pressure lines and manholes; alarm and flow recorder devices; pumps; disinfection equipment and related safety items.

(v) Requirements for septage pumps/haulers which are consistent with the Solid Waste Management Act (35 P. S. §§ 6018.101-6018.1003).

(vi) Requirements for holding tank maintenance.

(3) A discussion of the specific requirements of the sewage management program and administrative or legal functions needed to carry out the program.

(4) Establishment of a fee schedule for the cost of municipal services related to implementing the provision of the sewage management program.

(5) Identification of the authority to be used to enforce the requirements of the sewage management program or restrain violations of the program.

(6) Identification of penalty provisions for violations of the program requirements.

(7) Draft ordinances, regulations or policies which relate to the sewage management program.

(8) Other requirements consistent with the act and the Clean Streams Law.

#### Source

The provisions of this § 71.73 adopted August 2, 1971, effective August 3, 1971, 1 Pa.B. 1649; amended April 28, 1972, effective May 15, 1972, 2 Pa.B. 753; amended February 28, 1973, effective March 17, 1973, 5 Pa.B. 374; reserved January 9, 1987, effective January 10, 1987, 17 Pa.B. 172; amended June 9, 1989, effective June 10, 1989, 19 Pa.B. 2429. Immediately preceding text appears at serial page (125970).

### §71.74. Department responsibilities to require sewage management programs.

(a) The Department will require municipalities to revise their official plan to evaluate the feasibility of establishing a sewage management program or the inclusion of sewage facilities in an existing sewage management program whenever the Department determines that one of the following exists:

(1) Existing sewage facilities within the municipality are not being properly operated and maintained under this part.

(2) A revision for new land development is submitted which does not adequately address the administrative, technical or legal functions needed to carry out operation and maintenance of the proposed facilities.

(3) The official plan or revision shows that existing or new sewage facilities need periodic inspection, operation or maintenance to provide long-term proper operation.

(b) The Department may provide technical and administrative guidance to local municipalities to assist them in the development of sewage management programs for existing needs areas and new land development proposals.

#### Source

The provisions of this § 71.74 adopted August 2, 1971, effective August 3, 1971, 1 Pa.B. 1649; amended August 30, 1974, effective September 16, 1974, 4 Pa.B. 1805; reserved January 9, 1987, effective January 10, 1987, 17 Pa.B. 172; amended June 9, 1989, effective June 10, 1989, 19 Pa.B. 2429. Immediately preceding text appears at serial page (125970).

**§71.75. Private request to require a sewage management program.**

A person who is a resident or property owner in a municipality may request the Department to order that municipality to revise its official sewage plan under § 71.14 (relating to private request to revise official plans) when the resident or property owner can show one of the following:

- (1) That existing sewage facilities within the municipality are not being properly operated and maintained under this part.
- (2) That a revision for new land development does not adequately address the administrative, technical or legal functions needed to carry out operation and maintenance of the proposed facilities.

**Source**

The provisions of this § 71.75 adopted August 2, 1971, effective August 3, 1971, 1 Pa.B. 649; amended August 30, 1974, effective September 16, 1974, 4 Pa.B. 1805; reserved January 9, 1987, effective January 10, 1987, 17 Pa.B. 172; amended June 9, 1989, effective June 10, 1989, 19 Pa.B. 2429. Immediately preceding text appears at serial page (125970).

**§71.76. [Reserved].**

**Source**

The provisions of this § 71.76 adopted August 2, 1971, effective August 3, 1971, 1 Pa.B. 649; amended August 30, 1974, effective September 16, 1974, 4 Pa.B. 1805; reserved January 9, 1987, effective January 10, 1987, 17 Pa.B. 172. Immediately preceding text appears at serial page (78913).

[Next page is 72-1.]

**CHAPTER 72. ADMINISTRATION OF SEWAGE FACILITIES PERMITTING PROGRAM**

Subchap.	GENERAL .....	Sec.
A.	PERMIT REQUIREMENTS .....	72.1
B.	ADMINISTRATION OF PERMITTING REQUIREMENTS .....	72.21
C.	CERTIFICATION OF SEWAGE ENFORCEMENT OFFICERS .....	72.41
D.		72.51

**Authority**

The provisions of this Chapter 72 issued under section 9 of the act of January 24, 1966 (P. L. 1535, No. 537) (35 P. S. § 750.9); sections 5 and 402 of the act of June 22, 1937 (P. L. 1987, No. 394) (35 P. S. §§ 691.5 and 691.402); and section 1920-A of the act of April 9, 1929 (P. L. 177, No. 175) (71 P. S. § 510-20), unless otherwise noted.

**Source**

The provisions of this Chapter 72 adopted January 9, 1987, effective January 10, 1987, 17 Pa.B. 172, unless otherwise noted.

**Subchapter A. GENERAL**

- Sec.
- 72.1. Definitions.
- 72.2. Scope.
- 72.3. Purposes.

**Cross References**

This subchapter cited in 25 Pa. Code § 72.2 (relating to scope); and 25 Pa. Code § 72.3 (relating to purposes).

**§72.1. Definitions.**

The following words and terms, when used in this chapter, have the following meanings, unless the context clearly indicates otherwise:

*Act*—The Pennsylvania Sewage Facilities Act (35 P. S. §§ 750.1—750.20).

*Alternate sewage system*—A system employing the use of demonstrated technology in a manner not specifically recognized by this title.

*Certification Board*—The administrative board within the Department created by section 11 of the act (35 P. S. § 750.11).

*Days*—Calendar days as specified in 1 Pa.C.S. § 1908 (relating to computation of time). If a period time is referred to in this chapter, the period shall be computed to exclude the first and include the last day of the period. If the last day of the period falls on a Saturday or Sunday, or a day made a legal holiday by the statutes of the Commonwealth or of the United States, the day shall be omitted from the computation.

**§71.75. Private request to require a sewage management program.**

A person who is a resident or property owner in a municipality may request the Department to order that municipality to revise its official sewage plan under § 71.14 (relating to private request to revise official plans) when the resident or property owner can show one of the following:

- (1) That existing sewage facilities within the municipality are not being properly operated and maintained under this part.
- (2) That a revision for new land development does not adequately address the administrative, technical or legal functions needed to carry out operation and maintenance of the proposed facilities.

**Source**

The provisions of this § 71.75 adopted August 2, 1971, effective August 3, 1971, 1 Pa.B. 1649; amended August 30, 1974, effective September 16, 1974, 4 Pa.B. 1805; reserved January 9, 1987, effective January 10, 1987, 17 Pa.B. 172; amended June 9, 1989, effective June 10, 1989, 19 Pa.B. 2429. Immediately preceding text appears at serial page (125970).

**§71.76. [Reserved].****Source**

The provisions of this § 71.76 adopted August 2, 1971, effective August 3, 1971, 1 Pa.B. 1649; amended August 30, 1974, effective September 16, 1974, 4 Pa.B. 1805; reserved January 9, 1987, effective January 10, 1987, 17 Pa.B. 172. Immediately preceding text appears at serial page (78913).

[Next page is 72-1.]

**SHEET 1 OF 4 OF EXHIBIT B OF  
APPLICATION EXHIBIT F6**

EXHIBIT B - EAST WHITELAND TRUNK LINE

SECTION OF SEWER FROM MH TO MH	TOTAL ESTIMATED COST	EAST WHITELAND TOWNSHIP		MALVERN BOROUGH	
		DESIGN CAPACITY - MGD	ESTIMATED SHARE %	DESIGN CAPACITY - MGD	ESTIMATED SHARE %
<u>WARREN AVENUE</u>					
Twp. line to MH 17-11	\$ 21,905	0	0	\$2.14	100.0
MH 17-11 to MH 17-4	4,490	0.46	61.5	2.14	38.5
					\$ 21,905
					1,729
<u>LINCOLN HIGHWAY</u>					
Twp. Line to MH 18A-1	5,021	0	0	0.28	100.0
<u>ROW AND LANCASTER PIKE</u>					
Twp. line to MH 18A-1	26,589	0	0	0.08	100.0
MH 18A-1 to MH 17-1	14,598	0	0	0.36	100.0
MH 17-1 to MH 17-4	20,930	1.0	100.0	0.36	0.0
MH 17-4 to MH 12-4	45,304	1.0	47.6	2.50	52.4
MH 12-4 to MH 12-5	15,450	1.0	47.6	2.50	52.4
					23,740
					8,096
<u>MOREHALL ROAD</u>					
MH 12-5 to MH 19-4	44,340	1.0	47.6	2.50	52.4
MH 19-4 to MH 20-2	28,222	10.5	100.0	2.50	0.0
					23,235
					0
<u>MATTHEWS ROAD AND ROW</u>					
MH 20-2 to MH 20-8	86,976	10.5	100.0	2.50	0.0
MH 20-8 to MH 21-3	107,239	10.5	88.3	2.50	11.7
MH 21-3 to MH 21-6	32,908	10.5	88.3	2.50	11.7
					12,547
					3,851
TOTAL CONSTRUCTION COST	453,972		312,661		141,311
ENGINEERING, SURVEYING AND INSPECTION	61,000		42,090		18,910
LEGAL, LAND AND ROW	18,900		13,041		5,859
CONTINGENCY	<u>45,398</u>		<u>31,266</u>		<u>14,131</u>
TOTAL PROJECT COST ALLOCATED TO TRUNK LINE	\$579,270		\$399,059		\$180,211

**CERTIFICATE OF SERVICE**

I hereby certify that I have this 25th day of August, 2021, served a true and correct copy of the foregoing Letter and Additional Information, upon the persons and in the manner set forth below:

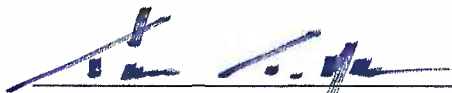
**VIA ELECTRONIC MAIL**

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Commonwealth of Pennsylvania  
**Pennsylvania Public Utility Commission**  
Harrisburg, PA 17105-3265  
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**Docket Number:** A-2012-3026132

**Case Description:** Application of Aqua Pennsylvania Wastewater, Inc. - East Whiteland Township

**Transmission Date:** 8/25/2021 3:53 PM

**Filed On:** 8/25/2021 3:53 PM

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