PENNSYLVANIA AMERICAN WATER

Teresa K. Harrold
Director, Corporate Counsel
852 Wesley Drive | Mechanicsburg, PA 17055
Phone: 717-550-1562 | Fax: 717-550-1255
teresa.harrold@amwater.com

VIA eFiling

August 28, 2023

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

Re: **Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of the transfer, by sale, of substantially all of the Township of Farmington's assets, properties and rights related to its drinking water distribution and wastewater collection and treatment systems; and the right of Pennsylvania-American Water Company to begin to offer and furnish water service to the public in an additional portion and wastewater service to the public in a portion of the Township of Farmington, Clarion County, Pennsylvania**

Docket No. A-2023-_____

Dear Secretary Chiavetta:

On behalf of Pennsylvania-American Water Company, I am eFiling the Company's request for approval of the above-referenced Application. Accompanying the filing is payment in the amount of $350 for the Commission's application filing fee.

The filing has been served on the parties listed on the enclosed Certificate of Service.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Teresa K. Harrold

Enclosures

cc: Certificate of Service

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of (1) the transfer, by sale, of substantially all of the Township of Farmington's assets, properties and rights related to its drinking water distribution system to Pennsylvania-American Water Company, (2) the transfer, by sale, of substantially all of the Township of Farmington's assets, properties and rights related to its wastewater collection and treatment system to Pennsylvania-American Water Company; and (3) the right of Pennsylvania-American Water Company to begin to offer and furnish water service to the public in an additional portion and wastewater service to the public in a portion of the Township of Farmington, Clarion County, Pennsylvania	:	Docket No. A-2023-_____
In re: Filing by Pennsylvania-American Water Company under Section 507 of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 507, of (i) the Asset Purchase Agreement By and Between Farmington Township, Clarion County and Pennsylvania-American Water Company	:	Docket Nos. U-2023-_____

TO THE HONORABLE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

1. Pennsylvania-American Water Company ("Pennsylvania-American") hereby respectfully requests that the Pennsylvania Public Utility Commission ("Commission") issue such Orders, Certificates of Public Convenience and other such relief as necessary to evidence its approval under Section 1102(a) of the Pennsylvania Public Utility Code ("Code"), 66 Pa. C.S. § 1102(a), of (1) the transfer, by sale, of substantially all of the assets, properties and rights of the Township of Farmington ("Farmington"), owned and used in connection with the drinking water distribution system to Pennsylvania-American, (2) the transfer, by sale, of substantially

all of the assets, properties and rights of Farmington, owned and used in connection with the wastewater collection and treatment system to Pennsylvania-American, and (3) Pennsylvania-American's right to begin to offer, render, furnish and supply water service to the public in an additional portion and wastewater service to the public in a portion of Farmington Township, Clarion County, Pennsylvania

2. Pennsylvania-American further requests, pursuant to Code Section 507, 66 Pa. C.S. § 507, the issuance of a Certificate of Filing for approval of the Asset Purchase Agreement By and Between Farmington Township, Clarion County, as Seller, and Pennsylvania-American Water Company, as Buyer, Dated as of June 8, 2023 **(Appendix "A")** (the "APA");

3. Pennsylvania-American further requests approval to make effective upon closing the *pro forma* water and wastewater tariff supplements at **Appendices "B" and "C,"** respectively.

4. The name and address of the Applicant is:

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

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

Teresa K. Harrold, Esquire
Pennsylvania-American Water Company
852 Wesley Drive
Mechanicsburg, PA 17055
Telephone: (717) 550-1562
E-Mail: teresa.harrold@amwater.com

5. Pennsylvania-American is a regulated public utility corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, and is engaged in the business of collecting, treating, storing, supplying, distributing, and selling water to the public, and collecting, treating, transporting and disposing of wastewater and sewage for the public. Water and wastewater services are furnished by Pennsylvania-American to the public in a service territory encompassing more than 417 communities across the Commonwealth with a

combined population of approximately 2,400,000. A description of Pennsylvania-American's existing certificated service territory for its water and wastewater services is found in **Appendix "D"**, attached hereto, along with a detailed corporate history, outlining all of the mergers, acquisitions and consolidations, which have created Pennsylvania-American as it exists on the date of this Application.

6. Farmington is a township of the second class organized and existing under the laws of the Commonwealth of Pennsylvania. Farmington owns, maintains, and operates a drinking water system that serves approximately 419 residential, 30 commercial, and 3 industrial customers in an additional portion of Farming Township, Clarion County, and a wastewater treatment and collection system that serves 503 equivalent dwelling units in a portion of Farmington Township, Clarion County (collectively the "Systems").

7. As of June 30, 2023, Pennsylvania-American furnishes water service to 681,707 residential, commercial, industrial, municipal, and bulk customers in Pennsylvania. The total number of customers by class are as follows:

Residential	627,704
Commercial	46,745
Industrial	546
Municipal	2,324
Misc., SFR / Bulk	4,388

In addition, Pennsylvania-American furnishes wastewater service to approximately 97,585 customers. The total number of customers by class are as follows:

Residential	90,054
Commercial	7,168
Industrial	60
Municipal	259
Misc., SFR / Bulk	44

A. TRANSFER BY SALE, OF SUBSTANTIALLY ALL OF FARMINGTON'S ASSETS, PROPERTIES AND RIGHTS RELATED TO ITS SYSTEMS TO PENNSYLVANIA-AMERICAN

Summary of Transaction

8. Farmington is currently a bulk water customer and purchases their supply of water from Pennsylvania-American pursuant to the terms and conditions of a Water Supply Agreement dated May 31, 2002, as amended December 1, 2004 and March 23, 2005 **(Appendix "E").**

9. On June 8, 2023, Farmington and Pennsylvania-American entered into an APA, to sell all of the assets, properties and rights of Farmington's Systems (other than the Excluded Assets as defined in Section 2.02 of the APA) to Pennsylvania-American (the "Transaction").

Background Financial Information

10. There are attached hereto water and wastewater balance sheets of Farmington as of December 31, 2022 **(Appendices "F.1" and "F.2")**, respectively, which are the latest available, and Pennsylvania-American's audited balance sheet as of December 31, 2022 **(Appendix "G")**. Please note that Pennsylvania-American will undertake original cost studies to determine the original cost and accumulated depreciation of Farmington's water and wastewater utility plant in service.

11. There is attached hereto the water and wastewater income statements of Farmington for the 12 months ending December 31, 2022 **(Appendices "H.1" and "H.2")**, respectively, and Pennsylvania-American's audited income statement for the 12 months ending December 31, 2022 **(Appendix "I")**.

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

Terms and Impact of the Transaction

13. As noted above, this Application seeks, among other things, approval of the transfer to Pennsylvania-American of substantially all the water and wastewater assets, property and rights of Farmington's Systems. The terms and conditions of the Transaction are contained in the executed APA between Pennsylvania-American and Farmington at **Appendix "A"**. The specific properties, assets, and rights to be transferred to Pennsylvania-American are defined and described in Section 2.01 of the APA.

14. The consideration for the transfer of the Systems is set forth in the APA's Section 3.01. The purchase price is $5,545,000. The Transaction is and was negotiated at arm's length.

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

16. Attached hereto are audited *pro forma* balance sheets of Pennsylvania-American and Farmington as of December 31, 2022, giving effect to the water and wastewater transfers **(Appendices "J.1" and "J.2")**, respectively. As noted in Paragraph 10 above, Pennsylvania-American will undertake by its next base rate case, original cost studies to determine the original cost and accumulated depreciation of Farmington's water and wastewater utility plant in service. Once the original cost studies are updated and the property's depreciated original cost and book value are finalized, Pennsylvania-American will amend the *pro forma* balance sheets giving effect to the water and wastewater transfers, accordingly.

17. Attached hereto are audited water and wastewater *pro forma* consolidated income statements of Pennsylvania-American for the 12 months ending December 31, 2022, and Farmington for the 12 months ending December 31, 2022 **(Appendices "K.1" and "K.2")**.

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

Account 104 Utility Plant Purchased or Sold	$5,545,000	
Account 232 Short Term Debt		$5,545,000

19. There is attached a certified copy of the resolution adopted by the Board of Directors of Pennsylvania-American authorizing the execution of the APA and the consummation of the proposed transfer **(Appendix "L")**. In addition, a copy of the resolution adopted by Farmington's Board of Supervisors which approves the Board's execution of the APA is attached as **(Appendix "M")**.

Transaction's Effect on Service and Rates

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

21. The Transaction will have a beneficial effect to Pennsylvania-American's existing customers because the acquisition will expand the customer base, over which existing costs and

future rates are recovered and thereby, stabilizing or reducing per-customer costs over the long term.

22. The proposed transfer will have no detrimental effect on the water and wastewater services provided to Pennsylvania-American's existing customers or the customers transferred to Pennsylvania-American by Farmington.

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

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

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

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

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

e. The integration, by acquisition, of Farmington's Systems and Pennsylvania-American's existing operations creates opportunities for functional and operational consolidation, and associated efficiencies and cost savings. Pennsylvania-American will operate the Systems with operational, management and functional support from Pennsylvania-American's Western Operations, specifically, the Clarion District. The Clarion District's water operations center is located approximately 16 miles from Farmington's township office. The Clarion District's wastewater operations center is located approximately 17 miles from the township's wastewater treatment plant.

f. The acquisition will help to resolve Farmington's extensive history of recurring Pennsylvania Department of Environmental Protection ("PADEP") violations related to sampling, public notification and issuance of Consumer Confidence Reports. Due to its greater financial resources and greater depth of experience in managing water and wastewater systems, Pennsylvania-American is in a better position to address Farmington's existing environmental challenges and to maintain environmental compliance in the future. Pennsylvania-American has a good record of complying with applicable environmental statutes and regulations. Improved environmental compliance will promote the rights of all Pennsylvanians, which are protected by the Environmental Rights Amendment. PA. CONST. Art. I, § 27.

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

25. With regard to the customers to be transferred to Pennsylvania-American by Farmington, there will be no immediate effect on the rates for water and wastewater services. Pennsylvania-American will adopt Farmington's existing rates for water and wastewater services at the time of closing the Transaction. Farmington's monthly rates are shown on Schedule 7.03(a) of the APA. Additionally, immediately following closing of the Transaction, the customers being transferred by Farmington to Pennsylvania-American will be subject to Pennsylvania-American's prevailing water and wastewater tariffs on file with, and approved by, the Commission with respect to all rates other than customer charge and consumption charge, including but not limited to service discontinuance and meter reconnection fees, return checks fees and the like, as well as non-rate related terms and conditions of service, including but not limited to, billing frequency, termination procedures and the like. Pennsylvania-American respectfully requests approval from the Commission to make effective upon one day's notice within ten days following the date of closing of the Transaction the rates shown on the *pro forma* water and wastewater tariff supplements attached at **Appendices "B" and "C,"** respectively.[1]

26. Pennsylvania-American intends to initially finance the purchase with short-term bank debt, which at the appropriate time will be replaced with the issuance of long-term debt.

27. Pennsylvania-American and Farmington are not affiliated with each other.

[1] Consistent with Page 22 of PAWC's wastewater tariff, PAWC's website will be updated to include the equivalent dwelling unit chart attached as **Appendix "T"**.

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

B. THE RIGHTS OF PENNSYLVANIA-AMERICAN TO OFFER OR FURNISH WATER SERVICE TO THE PUBLIC IN AN ADDITIONAL PORTION AND WASTEWATER SERVICE TO THE PUBLIC IN A PORTION OF FARMINGTON TOWNSHIP, CLARION COUNTY, PENNSYLVANIA.

29. Pennsylvania-American is currently furnishing water and wastewater services in the service territory outlined in Paragraph 5 of this Application. Farmington is currently furnishing water and wastewater services in the Township of Farmington as explained in Paragraph 6 of this Application.

30. Clarion County Planning Department has verified, at **Appendix "N.1,"** that this Application is consistent with their comprehensive plans and zoning ordinances. A letter has been sent to the Farmington Township Planning Commission, at **Appendix "N.2,"** to verify that this Application complies with their comprehensive plans.

31. Pennsylvania-American's applied-for water service territory is shown on the map in **Appendix "O"** and further described in that appendix. The applied-for wastewater service area follows the Act 537 service area for Farmington's wastewater system and is shown on the map in **Appendix "P"** and further described in that appendix. The Act 537 Plan referenced in the APA Schedule 5.04 is attached hereto as **Appendix "Q"**. When the Act 537 Plan is updated to reflect change in ownership of the Farmington wastewater system, the Act 537 Plan Update, including the service area map, will be adopted by all effected municipalities and approved by the PADEP prior to closing.

32. Wastewater and water permits referenced in the APA Schedule 4.12 are attached hereto as **Appendix "R"**.

33. No corporation, partnership or individual other than Farmington is now furnishing or has corporate or franchise rights to furnish similar to that to be rendered by Pennsylvania-American in the service area covered by this Application, and no competitive condition will be created. As part of this Application, Pennsylvania-American has requested approval to acquire, by purchase, all water and wastewater assets, properties, and rights of Farmington's Systems (other than the Excluded Assets as defined in Section 2.02 of the APA). Upon closing of the Transaction, Farmington will permanently discontinue all water and wastewater services to the public served by its Systems.

34. The estimated annual revenues and expenses of Pennsylvania-American in connection with serving Farmington's water and wastewater customers are set forth in **Appendices "S.1" and "S.2,"** respectfully.

C. CONCLUSION

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

WHEREFORE, Pennsylvania-American respectfully request the Pennsylvania Public Utility Commission approve this Application and issue such Orders, Certificates of Public Convenience, and such other relief under the Code, 66 Pa. C.S. § 1102(a), 507, authorizing:

a. the transfer, by sale, of substantially all the water and wastewater assets, properties and rights of Farmington related to or used in connection with its Systems to Pennsylvania-American in accordance with the APA, and;

b. the commencement by Pennsylvania-American of water service to the public in an additional portion and wastewater service to the public in a portion of the Township of Farmington, Clarion County, Pennsylvania, and

c. pursuant to 66 Pa. C.S. § 507, a Certificate of Filing or approvals be issued for the Asset Purchase Agreement By and Between Farmington Township, Clarion County, a municipal corporation as Seller, and Pennsylvania-American Water Company, as Buyer, Dated as of June 8, 2023; and

d. the adoption of the rates as shown on the *pro forma* tariff supplements attached hereto as **Appendices B and C**, to be made effective upon one day's notice, and the implementation of all other rates, and the rules and regulations regarding conditions of Pennsylvania-American's water and wastewater services, as reflected in Pennsylvania-American's prevailing water and wastewater tariffs, to become effective upon the closing of the Transaction; and

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

Respectfully submitted,

Teresa K. Harrold, Esquire (PA I.D. No. 311082)
Pennsylvania-American Water Company
852 Wesley Drive, Mechanicsburg, PA 17055
Telephone: (717) 550-1562
E-Mail: teresa.harrold@amwater.com

Dated: August 28, 2023

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of the transfer, by sale, of substantially all of the Township of Farmington's assets, properties and rights related to its drinking water distribution and wastewater collection and treatment systems; and the right of Pennsylvania-American Water Company to begin to offer and furnish water service to the public in an additional portion and wastewater service to the public in a portion of the Township of Farmington, Clarion County, Pennsylvania

Appendix A

Asset Purchase Agreement Dated June 8, 2023, By and Between
Farmington Township, Clarion County, as Seller, and
Pennsylvania-American Water Company, as Buyer

ASSET PURCHASE AGREEMENT

By and Between

Farmington Township, Clarion County

As Seller

and

Pennsylvania-American Water Company

As Buyer

Dated as of June 8, 2023

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement"), dated as of _____ __, 2023 (the "Effective Date"), is made and entered into by and between Farmington Township, Clarion County, a body corporate and politic, organized and existing under the laws of the Commonwealth of Pennsylvania (the "Seller"), and Pennsylvania-American Water Company (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 Farmington Township, Clarion County (the "Township Board") owns and operates a drinking water distribution system and a wastewater collection and treatment system (the "System") that provides drinking water and sanitary wastewater service to various customers in Farmington Township, Pennsylvania (the "Service Area"); and

WHEREAS, Buyer is a regulated public utility organized and existing under the laws of the Commonwealth of Pennsylvania that furnishes drinking water and wastewater service to the public in several counties, including Clarion 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 ascribed to it 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(d).

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

"**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 described in 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 provided for 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.

"**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 as defined in Farmington Township's Ordinance Nos. 2005-01 and 2003-02, Schedule "A".

"**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 listed in 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), 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, 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 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 VIIIIII *provided, however,* 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 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, such Easement is unrecorded or 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 two calendar years after the date the application to the PaPUC is filed at the PaPUC.

"**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.

"**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 disclosed 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.

"**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 NPDES Permits**" means the National Pollutant Discharge Elimination System Permits/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 set forth 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.

"**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 8.05(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.

"**UCC Search**" has the meaning specified in Section 6.04.

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

ARTICLE II.

TERMS OF PURCHASE AND ASSUMPTION OF LIABILITIES

Section 2.01. Purchase and Sale of Acquired Assets.

Subject to the terms, representations and conditions set forth in this Agreement, Buyer shall purchase from Seller, and Seller shall sell, assign, transfer, grant, convey and deliver to Buyer at Closing, the Assets. The Assets shall be sold free and clear of all mortgages, liens, pledges, security interests, charges, claims, restrictions and encumbrances of any and all nature (collectively referred to as the "Acquired Assets"), including:

(a) all real property and appurtenant interests used in the operation of the System, including without limitation (i) good and marketable fee simple title to the Real Property described and identified on Schedule 4.09 hereof, and (ii) all Easements, including without limitation those identified on Schedule 4.09;

(b) all drinking water source, treatment, storage and distribution facilities, including all distribution system mains, laterals (from the distribution 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 run the System;

(c) all sanitary wastewater related 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, treatment plant and all related equipment, generators, manholes, and other related appurtenances and any billing and collections related assets necessary to run the System;

(d) all contracts, licenses, and leases to which Seller is a party, 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");

(e) all Supplies;

(f) all personal property and fixed assets, including all Equipment and Machinery, auxiliary equipment and plant equipment, including without limitation those items listed on Schedule 4.10 hereof;

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

(h) all Files and Records;

(i) 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, public water supply permits, Seller NPDES Permits other than those NPDES permits that relate to the Stormwater System Assets, other operating permits and those items listed or described on Schedule 4.12; and

(j) all goodwill of the System.

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; all contracts, licenses and leases that are not Assigned Contracts;

b) the seals, organizational documents, minute books, Tax Returns, books of account or other records having to do with the organization of Seller;

c) 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 and tapping fees owed to Seller at or before the Closing Date for any Pending Development Plan but not yet paid to Seller;

d) all insurance policies of Seller and all rights to applicable claims and proceeds thereunder;

e) 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;

f) all assets, properties and rights used by Seller other than those which primarily relate to the operations of the System;

g) the assets, properties and rights specifically set forth on Schedule 2.02;

h) the MS4 System Real Property;

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

j) and any and all connecting facilities originating from Seller's terminus point of the distribution and collection facilities at the main or edge-of-road or curb-line when the facilities are located within a public right-of-way or the edge of an easement where the distribution or collection facilities are located within private property to and throughout the customer's property.

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. Retained Liabilities.

(a) Except as explicitly provided in Section 2.04(b) below, Buyer shall not assume and shall not be liable for any liabilities or obligations of Seller of any nature whatsoever (including any obligations related to the Assets or operation of the System), whether express or implied, fixed or contingent, known or unknown at the time of Closing. Except as explicitly provided in Section 2.04(b) below, all of Seller's liabilities and obligations, whether incurred in connection with the operation of the System, ownership of the Assets or otherwise, shall remain the sole responsibility of, and shall be retained, paid, performed and discharged solely by Seller. Without limiting the foregoing, Seller shall be and shall remain liable for all obligations and liabilities relating to (i) employees of Seller (including those who worked on the System) and any employee benefits related thereto (including any pension benefits), (ii) all taxes on the business of Seller, (iii) accounts payable of Seller, and (iv) failure to comply with any Environmental Laws or any Permits for the Assets or operation of the System on or before the Closing Date.

(b) Following the Closing, Buyer shall assume only those contractual liabilities arising after the Closing Date under the Assigned Contracts (specifically excluding any liability under the Assigned Contracts arising out of or relating to a breach or other circumstances that occurred on or prior to the Closing Date).

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 provided herein, 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), 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 their 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 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 fifty percent (50%) by Buyer and fifty percent (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 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 Five Million Five Hundred Forty-Five Thousand Dollars and No Cents ($5,545,000.00) (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 for any payments to obtain the release of Liens at Closing by Buyer, 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 drinking water and 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.

Section 3.02. Fair Consideration.

The consideration provided for 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 fifty percent (50%) by Buyer and fifty percent (50%) by Seller. The terms hereof survive Closing.

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 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 hereof.

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

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.

Since December 31, 2015, 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 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 identifies 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 property owners 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 and otherwise described 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 specifically disclosed 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 in 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 byphenyls 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 lists or describes the Authorizations and Permits of Seller that are currently in full force and effect; (i) Seller has made true and complete copies of all Authorizations and Permits available to Buyer; and (ii) except as set forth on Schedule 4.12, Seller is in compliance with all material 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 contains 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 specified in 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 listed in Schedule 4.12.

(b) 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) 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. Title to the Acquired Assets; Sufficiency.

(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) 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. 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 4.16. Employee Matters.

Seller represents that it is not subject to any collective bargaining agreements.

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 hereof. 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 water and 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 water and 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. Buyer acknowledges that other than as expressly set forth in this Agreement or any related agreement, Seller expressly disclaims any warranty of income potential, operating expenses, costs of operation, or uses or fitness for a particular purpose of any Acquired Assets or the System.

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 insured 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 Buyer's 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) Insurable Claims. To the extent any Claim for Losses under Article XIII 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 XIII. 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 XIII (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 XIII, 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 XIII 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 Clarion 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 Clarion 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.

(b) Notice of Objections. Within forty-five (45) days of Buyer's receipt from the Seller (or the Abstractor) of the information described in subsection (a) above, 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." In the event that 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.

(c) If during the process of Abstractor's review and investigation of the Clarion County land records, Seller determines, based on the Abstractor's investigation, 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, Clarion 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) If and to the extent Seller or Buyer determines that there are Missing Easements at the time of Closing, Seller covenants and agrees that it shall use its commercially reasonable and diligent efforts to obtain all of the Missing Easements as promptly as reasonably possible after the Closing. For the avoidance of doubt, Seller acknowledges and agrees that it will establish and maintain the Missing Easement Escrow for any Missing Easements that have not been obtained prior to Closing on the terms and conditions set forth in Section 8.07 of this 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 necessary or essential to the operation of the System and that are not specifically identified in 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 water and sanitary wastewater rates as set forth on Schedule 7.03(a) (the "Base Rate") at Closing. Buyer shall apply, at and after Closing, its then-existing miscellaneous fees and charges, rules and regulations for water and wastewater service as set forth in Buyer's Tariff within Seller's Service Area.

(b) 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.

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 water and 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.

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 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 7.09 Act 537 Plan.

(a) Buyer acknowledges that Seller previously drafted and committed to an Act 537 Plan under the Pennsylvania Sewage Facilities Act (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.

(c) Subject to PaPUC approval of the Service Area as provided herein, Buyer shall extend sewer lines and provided 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 7.10 Grinder Pump Replacement.

Upon customer request, Buyer intends to replace grinder pumps at residential customer properties that were installed at the time the properties were originally constructed for a period of five years after the Closing Date. The residential customer will continue to own and maintain the grinder pumps both before and after replacement by Buyer. At the end of this five-year period, Buyer's obligations pursuant to this Section 7.10 will cease.

Section 7.11 Compliance and Operational Reports.

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

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), and Section 4.03

(Enforceability) (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 XIII, 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; (c) any Excluded Liability or Excluded Asset; (d) Seller's actions involving Environmental Laws, Hazardous Materials or environmental claims before the Closing Date; or (e) the ownership, operation or control of the Acquired Assets or the System before the Closing Date.

Section 8.03. Indemnification by Buyer.

To the maximum extent permitted by Law and subject to the terms and conditions of this Article XIII, 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 to this Agreement or an Affiliate of a party to this Agreement or a representative of the foregoing (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, *provided*, that 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, to 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 provided in this Agreement, the Indemnified Party may, subject to Section 8.04(b), pay, compromise, 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, 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 provided 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 $750,000 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) Except in the case of fraud, intentional misrepresentation or willful misconduct (for which all applicable legal and equitable remedies will be available to Seller), the Seller Indemnified Parties shall only be entitled to assert claims under Section 8.02(b) (other than claims with respect to breaches of any of the Buyer 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 Seller and the other Seller Indemnified Parties for any such claims under Section 8.02(b) (other than claims with respect to breaches of any of the Buyer 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).

(e) 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.

(f) 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.

(g) 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.

(h) 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 XIII. 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 XIII. Nothing in this Section 8.05(h) shall limit any Person'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.

Section 8.07. Missing Easement Escrow.

Seller shall deposit with an escrow agent pursuant to an escrow agreement in the form of Exhibit C, as agreed upon by the parties hereto prior to the Closing (the "Escrow Agreement"), the sum of Two Thousand Dollars ($2,000.00) per Missing Easement (the "Missing Easement Escrow") for the purpose of covering the costs of preparing, negotiating and finalizing, and recording any Missing Easements (the "Missing Easement Work"). Seller shall diligently pursue the Missing Easements after the Closing. Following the completion of the Missing Easement Work, then the funds remaining in the Missing Easement Escrow shall be released promptly (but in no event later than thirty (30) days after the later of the dates set forth above) to Seller; provided, however, that if Seller is unable to complete the Missing Easement Work within two (2) years following the Closing Date, then Buyer shall release the portion of the Missing Easement Escrow to Seller that compensates Seller for the Missing Easements obtained after Closing, and the balance, which should compensate Buyer for the Missing Easements not obtained after Closing, shall be released promptly to Buyer.

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, and (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, the Authority and others having business relationships with Seller and the System.

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.

Except as otherwise provided herein, Seller shall promptly deliver to Buyer on a monthly basis 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 at all times between the Effective Date and the Closing Date (or such other date as provided in such representations and warranties) as if then made. Following the Effective 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 execution of this Agreement, or as required by Law, except as otherwise expressly provided herein, Seller shall file all applications and reports that are required to be filed by Seller with any Governmental Authority 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.

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 water and sewer facilities which, upon completion of construction, will be transferred to Buyer pursuant to Section 2.01 hereof 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.

Section 9.06. Fire Hydrant Matters.

Seller shall cooperate with Buyer regarding public and private fire hydrants within the Service Area. Seller's obligations shall include, but not be limited to, Seller's execution of public hydrant agreements with Buyer and Seller's provision of information to Buyer regarding all

hydrants, including public and private hydrants, as well as the customer and rate information for all hydrants.

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 and any necessary additional due diligence required to prepare the applications and reports set forth on Schedule 5.04, or as required by Law, except as otherwise expressly provided herein, 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 provided 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 (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 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 is 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 Seller 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 shall 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 of 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 or Buyer is 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 shall 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 Seller 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.

Seller shall have approved and 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 Plans, upon terms and conditions satisfactory to Buyer in its sole and absolute discretion. Buyer shall be responsible for the preparation, cost and submission of any necessary revisions to the Act 537 Plans required to allow acquisition of the System by Buyer. Seller shall be responsible for obtaining adoption of the amended Act 537 Plans and cooperating with Buyer regarding the submission and PaDEP approval process.

ARTICLE XIII.

CLOSING

Section 13.01. Closing Date.

The Closing shall take place at a place in Pennsylvania that is mutually agreed upon by the Parties, 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., Farmington 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;

(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; and

(j) 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 11.07 of this Agreement;

(e) Evidence of PaPUC approval as provided in Section 11.03; and

(f) 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, if the Party seeking termination pursuant to this clause (b)(ii) is not then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement.

(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 XIII hereof.

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 shareholders, directors, officers, agents, or representatives to the other Party or its employees, directors, officers, agents 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:

Farmington Township
32691 Route 66
Leeper, PA 16233-0148
Attention: Township Secretary, Robin Kahle

with a copy to:

Logue & Urik, P.C.
319 Main Street
Clarion, PA 16214
Attention: Christy A. Logue, Solicitor

in the case of Buyer:

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

with a copy to:

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

Except as hereinafter provided, 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. 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.

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 Western District of Pennsylvania and the Court of Common Pleas of Clarion 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 Western District of Pennsylvania and the Court of Common Pleas of Clarion 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; 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 facsimile transmission. Such Party is deemed to have executed and delivered this Agreement on the date it sent such facsimile transmission. In such event, such Party shall forthwith deliver to the other Party an original counterpart of this Agreement executed by such Party.

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

[SIGNATURES ON NEXT PAGE]

FARMINGTON TOWNSHIP, CLARION COUNTY

By: Matthew J Sherbine
Printed: Matthew J Sherbine
Its: Chairman of Board

ATTEST:

By: Robin S. Kahle
Printed: Robin S Kahle
Title: Secretary / treasurer

PENNSYLVANIA-AMERICAN WATER COMPANY

By: Justin L. Ladner
Printed: Justin L. Ladner
Its: President

ATTEST:

By: Andrew L. Swope
Printed: Andrew L. Swope
Title: Secretary

SCHEDULE A

FARMINGTON TOWNSHIP'S ORDINANCE NOS. 2005-01 AND 2003-02

FARMINGTON TOWNSHIP
CLARION COUNTY

Ordinance No. 2005-01

AN ORDINANCE ESTABLISHING CERTAIN RULES AND REGULATIONS PERTAINING TO THE ADMINISTRATION, OPERATION, REPAIR AND MAINTENANCE OF FARMINGTON TOWNSHIP'S WATER SYSTEM; PROVIDING PENALTIES FOR VIOLATIONS THEREOF; AND REPEALING INCONSISTENT ORDINANCES AND RESOLUTIONS.

WHEREAS, the Township has no existing water supply works and a water distribution system in the Township; and

WHEREAS, the Township is currently constructing a water distribution system; and

WHEREAS, the Township desires hereby to set forth its rules and regulations concerning the use and properties of the water distribution system of the Township (herein collectively called the "Water System"):

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Supervisors of the Township of Farmington, located in Clarion County, Pennsylvania; and it is hereby ordained and enacted by the authority of the same as follows:

SECTION 1. DEFINITIONS AND CLASSES OF PROPERTIES:

1.(a) Residential, is defined as any building used as a home or residence, with a separate meter for each such building or, if the Township shall require, for each dwelling unit (a dwelling unit being any room, group of rooms, enclosure, etc., occupied or intended for occupancy as a separate living quarters by a family or other group of persons living together or by a person living alone, provided the same shall have a separate bathroom, washroom, toilet facilities or entrance). The residential minimum rate, plus increments for applicable usage in accordance with the rate schedule, shall be applicable to each residential dwelling unit.

2.(a) Commercial Establishments, is defined as any building, structure, room, group of rooms or enclosure occupied or intended to be occupied or used now or in the future entirely or in part for commercial, industrial or institutional purposes, either for services, sales or manufacturing, care of the sick, educational, religious, and with or without a dwelling unit in the same building. A separate meter shall be required for each building or, if the Township shall require, for each such room, group of rooms or enclosure. The commercial minimum rate, plus increments for applicable usage in accordance with the rate schedule, shall be applicable to each commercial unit.

(b) Trailer Parks, is defined as three or more mobile or stationary trailers occupied or used as homes, residences or for commercial purposes, and located adjacent to each other on land of a common owner. The residential minimum rate, plus increments for applicable usage in accordance with the rate schedule, shall be applicable with respect to each trailer. Seasonally occupied trailer parks, or mobile or stationary trailers within a seasonally occupied trailer park, may be serviced as a commercial establishment and/or may be serviced with one meter at the discretion of the Township.

(c) Motels, is defined as a dwelling unit for each four units or any part thereof. The commercial minimum rate, plus increments for applicable usage in accordance with the rate schedule, shall be applicable for each four units. The motel may be served by only one meter.

SECTION 2. CONDITIONS OF SERVICE AND CONNECTIONS:

1. Service Request - A request for water service shall be made by the property owner at least one week before the regular monthly meeting of the Township. Upon approval by the Township, applicant shall make provisions to extend his service line, of approved materials, at his expense to the designated location for the curb stop. The Township shall use its best efforts to install the service connection from its public water main to the shortest of (a) the curbline if there is no sidewalk, (b) on the private property side of the sidewalk, (c) the property line, or (d) the property owner's private service line, within seven (7) days of the notification that the property owner's private portion of the private service line is ready for inspection by the Township.

   At locations where the Township has set or otherwise constructed a service connection, the property owner will be required to connect his water service to the service connection set by the Township.

2. Any modification, repeal, supplement or amendment of these Rules and Regulations shall be applicable to and shall govern property owners receiving water service upon the effective date of such modification, repeal, supplement or amendment, as well as future property owners.

3. A new application must be made by a property owner to and approved by the Township upon any change in classification of the property, or upon any change in type or purpose of water service required by the property. The Township, upon seven (7) days written notice, may discontinue water service until such new application has been made and approved.

SECTION 3. DEPOSITS:

1. Deposits may be required from property owners taking temporary water service for an estimated period of less than one hundred twenty (120) days, in an amount equal to the estimated gross bill for such temporary service. Deposits may be required from property owners taking permanent water service in an amount not in excess of the estimated gross bill for any single monthly billing period: provided, however, that the minimum deposit shall be Fifty Dollars ($50).

2. The deposit of any property owner taking water service for a period less than one hundred twenty (120) days shall be returned when he shall have paid the undisputed bill for water services. The deposit of any property owner taking permanent water service shall be returned when he shall have paid the undisputed bills for water service for a period of twelve (12) consecutive months or for the full period of service rendered,, whichever is less; and any such property owner who shall have secured the return of his deposit shall not be required to make a new deposit unless his water service has been discontinued and the property owner's credit standing has been impaired through failure to comply with the provisions of these Rules and Regulations or the prevailing water rates, rents and charges then in effect or any other ordinance adopted or enacted by the Township with respect to the Water System.

3. In addition, a deposit may be required in accordance with Section 6, paragraph 7 hereof.

SECTION 4. RATE COLLECTION AND BILLING PROCEDURES:

1. All places of services, whether residential, commercial, industrial, institutional, trailers or of a public nature, and whether occupied or used by the owner of the property, his tenant or the property owner, shall be metered in accordance with these Rules and Regulations or the then applicable water connection ordinance; and the property owner shall be charged for water used at the rates and charges fixed from time to time by the Township by ordinance duly enacted, subject to any applicable classification discount or surcharge in accordance with rules and regulations as adopted by the Township.

2. Bills for water service shall be rendered monthly to each property owner for service rendered during the preceding one (1) month period, based on actual or estimated water usage. The bill shall be based on actual water used at least once every three months. Bills shall be payable at net on or before the fifteenth (15th) day of the month following the end of each monthly billing period. A penalty of three dollars and fifty cents ($3.50) shall be added after this fifteen day period on each bill not based on metered water use overage; and a penalty of ten per cent (10%) of the amount billed shall be added after such overage. After thirty (30) days delinquency after the due date (45 days after the end of the monthly billing period), water service will be discontinued; provided 10 days (or such longer period as may be required by law in the specific instance) prior written notice thereof is mailed (certified mail with return receipt requested) to the delinquent registered owner of the property at his address as appears on the water service application records as updated from time to time by the property owner. Any water service charge not paid on or before thirty (30) days after the due date shall be a lien on the property charged with the payment thereof. Such water service charge, if not paid within said thirty (30) day delinquency period may be collected at any time thereafter by an action of assumpsit or by distress of personal property on the premises or by the filing of a municipal claim and the execution thereon or by any other means available by due process of law.

3. Bills for water service shall be determined by estimated or actual meter registration or minimum rate charges, whichever is the higher. In every case where a meter fails to register, a bill shall be rendered in accordance with Paragraph 5 of Section 6. Unmetered property owners are to pay the minimum monthly rate for their classification until a meter is installed.

4. Payments mailed, as evidenced by the postmark, on or before the end of the period during which the bill is payable, will be deemed to be a payment within such period. Whenever a due date falls on a Saturday, Sunday or official holiday, payment mailed or received on the next regularly scheduled work day shall be deemed to be a payment within such period.

5. Failure to receive a bill shall not exempt any property owner from the incurring of a penalty for nonpayment in the period during which the bill is payable. The presentation of a bill to a property owner is only a matter of accommodation and not a waiver of this rule.

6. The owner or owners of each property and the customers, tenants and occupiers thereof receiving water service are jointly and severally responsible for the payment of all water service charges with respect to such property, regardless of or to whom water service bills are mailed.

SECTION 5. SERVICE CONNECTIONS AND LINES:

1. The Township shall make or cause to be made all service connections to its water mains. Upon approval of an application for water service and issuance of a water line connection permit in accordance with Ordinance No. 2004-03 of the Township, as amended and supplemented from time to time, which application shall be the written consent of the applicant to these Rules and Regulations, the

Township, at the expense of the property owner, will tap the main, insert a corporation cock, install a service connection to the curb or, if no curb, to the property line, inside the sidewalk or to the private service line or other designated point as stipulated below, and insert a curb stop with curb box, all of which facilities shall be and shall remain the property of the Township, and shall be maintained by the Township. The Township shall also provide a meter and remote read-out to such property owner to be installed at the property owner's expense by the property owner. The meter and remote read-out remain the property of the Township to which it shall have the right of free access.

2. In the case where the Township's public water line is laid in a right-of-way, the service connection by the Township will be extended to the edge of the right-of-way. The curb stop will be located on the right-of-way and in no case will the service connection by the Township extend beyond the right-of-way boundary.

3. Service connections will not be installed by the Township when any portion of the service connection passes over or through premises which at the time are the property of persons other than the owner of the premises to be supplied, unless the owner of the premises not being serviced by the water connection conveys to the Township a satisfactory water line right-of-way across the premises.

4. Service lines beyond the curb stop into the property desiring service (herein generally called "private service lines") shall be installed by the property owner at his expense and shall be owned and maintained by and at the expenses of the property owner and shall be of the size, material and quality approved by the Township. The pipe connecting the Township stop valve to the location receiving service shall be K type copper pipe, SDR9 HDPE or of such other material as the Township may approve, of at least three-quarter (3/4) inch in diameter and fittings shall be of the compression type, compatible with the type of pipe being installed. Such private service lines shall be laid not less than four (4) feet below the surface and shall not be covered until the tap on the curb box is made and inspected and such private service line tested. All plumbing connections shall be able to withstand a pressure of at least two hundred (200) pounds per square inch. No service line shall be laid within three (3) feet of any gas pipe, sewer pipe or any other facility of any public service company nor within three (3) feet of any open excavation fault, conduit or vault, unless prior permission of the Township is obtained. Control of water supply by the property owner shall be by means of a separate stop and waste cock located just inside the building wall, fully capable of draining all pipes and so located as to prevent freezing. In order to provide for the installation of the water meter, the following shall apply to all sizes of private service lines:

   a) Where the private service line enters any building, there shall be a shut-off valve installed as close to the inside wall as possible.

5. Service connection of the private service line to the public water line shall be made only after the property owner has completed installation of his private service line from the structure to be served to the curb box or has given assurance, satisfactory to the Township, of his intention to do so and has paid to the Township the connection fee and received his water line connection permit.

6. The size of the public service connection from the main to the curb box necessary to service adequately a property owner and the location of such public service connection shall be determined by the Township from all the facts known at the time. If any applicant for water service shall request a service connection of a greater capacity than that determined by the Township to be adequate, or if any applicant shall request that a service connection be located in a location different than that determined by the Township, the Township, at its sole discretion, may install such public service connection in accordance with the request of such applicant at the applicant's expense.

7. When it is necessary to replace an existing public service connection from the main to the curb box, the Township will replace said service connection in the same location as the old public service connection; provided, however, that if the property owner, for his own convenience, desires the new service connection at some other location and agrees to pay to the Township all expenses of cutting off the old service connection at the main and any other additional expenses incurred by the Township in complying with said request, then the Township will install the new service connection at the location desired, if said location is approved by the Township.

8. Only persons properly authorized by the Township shall be permitted to make service connection installations.

9. All property owners shall keep and maintain their private service lines, cocks and apparatus in good repair and condition, shall protect the same from frost and shall prevent all waste of water.

10. All leaks in private service lines from the curb box to, in and upon the premises supplied with water shall be repaired promptly by the property owner, at his own expense. Upon failure of such property owner to make such repairs within a reasonable time, the Township, at its discretion, except in cases of emergencies, upon ten (10) days notice, may discontinue water service to such property, after which such water service shall not be restored until and after the property owner shall have paid to the Township the full amount of all proper and necessary expenses incurred by the Township in discontinuing and again restoring water service, which shall include a charge of Fifty Dollars ($50) for discontinuing and then restoring water service.

11. The Township shall not be responsible for maintenance of any private service line or any other line, pipe or fixture on the outlet side of the curb stop. Nor shall the Township be responsible for any damage resulting from escape of water from any private service line or any pipe or fixture on the outlet side of the curb box. The customer and the property owner shall comply at all times with all Federal, State and municipal regulations relating to service lines and fixtures on the outlet of the curb box, and the Township shall not be required to deliver water service to such property unless so approved. The customer and the property owner, at his own expense, shall make any and all changes to such private service lines, pipes and fixtures on the outlet side of the curb box, which shall be required or made necessary as a result of any change of grade, relocation of mains or distribution lines or otherwise.

12. No customer or property owner shall divert, in any manner whatsoever, water being furnished to such customer or property owner to any other person, except with prior written permission of the Township.

13. No person obtaining water from a private water supply, under any circumstances, shall construct or maintain, or cause or permit to be constructed or maintained, any connection, directly or indirectly, between such private water supply and the Water System being operated by the Township.

14. A separate public service connection and curb box shall be installed for each dwelling unit; provided, however, that if a building, house or other single structure contains two or more dwelling units and the owner or owners thereof shall request, or the Township shall deem it advisable, the Township in its discretion, may allow the installation of a single service connection and curb box for such building, house or other structure.

    When more than one dwelling unit is supplied through one service connection under control of one curb box, any violation of these Rules and Regulations by any customer so supplied shall be deemed a violation as to all supplied through such curb box and the Township may take such action as could be taken against a single customer or property owner, except that such action shall not be taken until the innocent customer, who is not in violation of these Rules and Regulations, has been given reasonable

opportunity to pay the delinquency as provided by law or to cause the property owner to make application for and have installed a separate water connection to the Water System of the Township.

15. If a property owner applies to or petitions the Township for water when there is not a public water line adjacent to his property or location, the owner may enter into a water line deposit agreement hereunder the owner deposits in escrow with the Township funds sufficient to install the requested public water line, of at least 8 inches in diameter unless otherwise approved by the Township, with related appurtenances as the Township may require, and the Township agrees to construct such public water line on public property, as far across such owner's property as the Township may determine, and provide therefrom such water service as herein otherwise provided. In the alternative, the Township at its sole discretion, upon approval of the plans and specifications therefor and inspection of the construction thereof, may authorize the owner to design and construct at his own expense, to the Township's approval, such water mains, which upon completion and testing shall be dedicated to, and may be accepted by, the Township as a part of its Water System; and thereupon the Township will provide water services to such property owner, in accordance with these Rules and Regulations, as amended and supplemented from time to time, and other property owners as may be required to connect to such public water line.

SECTION 6. METERS

1. All water meters and remote read-outs shall be furnished by the Township and shall be accessible to and under control of the Township, and shall be and remain the property of the Township. The costs of installation of meters and remote read-outs shall be at the expense of the property owner.

2. Meters shall be conveniently located within the structure supplied or in facilities for the housing thereof satisfactory to the Township, at a point approved by the Township; so as to control the entire water supply; and a proper place and protection thereof shall be provided by the property owner at his expense. In any case where it is not convenient to place the meter within the structure, the Township may permit or require the meter to be placed outside the structure in a vault provided with a suitable cover, lock and key. Said vault shall be at least one foot six inches (1'6") inside measurement, properly drained, and shall be built within the property line of the structure served at the expense of the property owner. The remote read-out shall be installed by the property owner at his own expense at a location convenient and acceptable to the Township. The Township may, at its sole discretion, supply to Owner the meter containment.

3. Meters and remote read-outs will be maintained by the Township as far as wear and tear is concerned, and the property owner shall be responsible to the Township for any damage, loss or injury to any meter or remote read-out, including damage or loss caused by freezing or hot water. The property owner shall not permit any person, except the Township or its agent or other individual lawfully authorized by the Township to so do, to remove, inspect or tamper with the meter, the remote read-out or other property of the Township on the premises.

4. The charge for removal and re-installation of meters when removed because of damage in any way for which the property owner is responsible shall be fixed by the Township at not less than Fifty Dollars ($50).

5. The quantity of water used as recorded by the meter and remote read-out shall be conclusive on both the property owner and the Township, except when the meter or remote read-out has been found to be registering inaccurately or has ceased to register. In either case excepted above, the meter or remote read-out will be repaired or replaced promptly by the Township, and the quantity of water consumed for the billing period when the meter or remote read-out was out of service or registering inaccurately

(but not to exceed three (3) monthly billing periods) shall be estimated by the average registration of the meter on the six (6) previous monthly billing periods.

6. In case of a disputed account involving the accuracy of a meter or remote read-out, such meter or remote read-out shall be tested upon the request of the property owner. In the event the meter or remote read-out so tested is found to have an error beyond four per centum (4%) of the accurate amount, the bill will be increased or decreased for the billing periods such meter or read-out was not registering accurately (but not to exceed three (3) monthly billing periods) accordingly by an estimate based upon the average registration of the meter on the six (6) consecutive previous monthly billing periods.

7. Each request for a test of a meter or remote read-out for accuracy shall be accompanied by a deposit, as follows:

   The greater of (i) the actual cost of testing or (ii)(a),
   For 5/8" to 1" meters,.....$40.00, or (b),
   For 1-1/4" to 2" meters, ...$50,00, or (c),
   For greater than 2" meters.....$75.00.

   If the meter or remote read-out so tested shall be found to be correct within four per centum (4%) the deposit shall be retained by the Township as compensation for such tests; if the error in registration is found to be beyond four per centum (4%) of the accurate amount, then the cost of the test shall be borne by the Township and the amount of the deposit shall be returned to the property owner making the deposit.

8. The property owner shall notify at once the Township of injury to or cessation in registration of the meter or remote read-out, as soon as it comes to his knowledge.

9. The Township shall have the right of free access at all reasonable times to the premises in or on which a meter and remote read-out are installed for purposes of installing, setting, resetting, reading, testing, inspecting, repairing and removing such meter or remote read-out.

SECTION 7. DISCONTINUANCE OF WATER SERVICE:

1. After ten (10) days' (or such longer period as my be required by law in such instance) prior written notice mailed by certified mail, return receipt requested to the property owner (and the customers, users or tenants as may be required by law in such instance) water service to any property owner may be discontinued for any of the following reasons:

   (a) Misrepresentation, of a substantial nature, in the application for water service, including but not limited to, misrepresentation as to property or fixtures to be supplied or the use to be made of water supplied.

   (b) Failure to make payment of a monthly bill for water service within forty-five (45) days after the end of a monthly billing period.

   (c) Failure to properly maintain the connections, private service lines and other fixtures of the property owner or to protect the meter, connections or remote read out, private service lines and other fixtures of the property owner from freezing and other damage.

   (d) Use of water for any property or for any purpose other than as stated in the application for service.

(e) Willful waste of water through improper or imperfect pipes, fixtures or otherwise.

(f) Tampering with or molesting any public service connection, pipe, meter, remote read-out, curb box, curb stop or seal, stop cock, valve seat or any other appliance operated by the Township in the supply of water or controlling or regulating the supply of water.

(g) Failure to make or renew any required deposits.

(h) Failure to pay any bill properly due the Township, with out regard to the manner incurred, relative to operation and maintenance of the Water System.

(i) Violation of any of these Rules and Regulations.

(j) Violation of any ordinance or resolution of the Township pertaining to the Water System.

(k) Refusal to permit access at reasonable times to such person's or customer's property or location for inspection of water facilities on such premises served or to be served or for installing, setting, resetting, reading, testing, inspecting, repairing or removing the meter or remote read-out or other water facilities of the Township.

2. After discontinuance of water service for any of the reasons set forth in Section 7., paragraph 1, of these Rules and Regulations, water service shall not be restored until the violation has been cured, all damage and loss to the Township occasioned by such violation has been paid and proper assurance, satisfactory to the Township, has been given that the violation shall not occur again. All proper and necessary expenses incurred by the Township in discontinuing and restoring water service shall be paid by property owner in advance of the re-establishment of water service, which shall include a charge of Fifty Dollars ($50) for discontinuing and then restoring water service.

3. Water service may be discontinued to any premises upon written request of the property owner and the acceptance of the Township, without in any way affecting any existing water service agreement or contract with such property owner, or payment of minimum service charge for having service available.

SECTION 8. FIRE PROTECTION

1. Public fire hydrants for public fire protection service may be located, installed and maintained by or on behalf of the Township at its cost or expense.

2. Private fire protection service may be provided by the Township, at its sole discretion, at the request and expense of the property owner.

3. No cross connection shall be made between any service connection installed for public or private fire protection service and any service connection providing other water service to a property owner.

4. Water from public or private fire hydrants or other fire protection systems shall be used only in case of fires, except that water from public fire hydrants may be used, in a reasonable amount, for the purpose of testing the hydrants and fire fighting apparatus, such tests to be conducted only by persons properly authorized by the Township. No public fire hydrant shall be used for the sprinkling of streets, roads, alley, for the flushing of sewers or gutters or for any purpose other than fire protection, unless specifically permitted in writing by the Township for the particular time and occasion.

5. Every customer and property owner, by the taking of water, understands and agrees that the Township assumes no liability as an insurer of property or persons, and that the Township, by providing public or private fire protection service, does not contemplate any special service, pressure, capacity or facility other than that ordinarily provided in normal operation of the Water System. The Township declares, and each and every customer and property owner agrees, that the Township shall be free and exempt from any and all claims for injury or damage to persons and property by reason of fire or water or failure to supply water, pressure or capacity.

SECTION 9. CLASSIFICATION OF PROPERTY:

Equivalent Dwelling Unit (EDU) is defined as follows with respect to various types of classifications of houses, buildings or structures.

Residential (each having its own kitchen)	1 EDU
Industries*	No. of emp. x 35 GPD each ÷ 350 gal/EDU =
Commercial	No. of emp. x 35 GPD each ÷ 350 gal/EDU =
Restaurants*	No. of seats x 10 GPD/seat ÷ 350 GPD x 3 turnovers/day =
Warehouse	No. of emp. x 35 GPD each ÷ 350 gal/EDU =
Office	No. of emp. x 10 GPD/emp.÷ 350 GPD =
Church	No. of seats x 3 GPD/seat ÷ 350 GPD =
Beauty Salon/Barber Shop	No. of emp. x 35 GPD each ÷ 350 gal/EDU =
Car Wash*	No. of bays x 1,250 GPD ÷ 350 gal/EDU =
Stores (including grocery)	No. of emp. x 35 GPD each ÷ 350 gal/EDU =
Schools (no cafeteria or showers)	No. of emp. + No. of students x 10 GPD ÷ 350 GPD =
Schools (with showers and cafeteria)	No. of emp. + No. of students x 13 GPD ÷ 350 GPD =
Laundries	No. of washing machines x 400 GPD ÷ 350 GPD =
Hospitals & Rest Homes	No. of beds x 250 GPD ÷ 350 GPD =
Hotels/Motels	No. of rooms x 50 GPD ÷ 350 GPD =
Theaters	No. of seats x 5 GPD ÷ 350 GPD =
Seasonal Trailer Parks*	No. of trailers x 10,000 gallons per year ÷ 60,000 gal =

*may also use metered water usage; 60,000 gallons annually or portion thereof equals one (1) EDU.

The Township may, if it deems advisable, elect at some time in the future to impose in whole or in part the water system charges on such other basis as it may determine.

SECTION 10. GENERAL:

1. As waste of water is prohibited, no customer or property owner shall allow water to run to waste or to run merely to prevent freezing. Each customer and property owner shall keep his faucets, valves, hydrants, service lines and hoses in good order and condition at his own expenses. Sprinkling of any kind whatever must be done with ordinary spraying nozzles generally in use.

2. As necessity may arise in case of break, emergency or other unavoidable cause, the Township shall have the right to temporarily cut off or limit water supplied in order to make necessary repairs and connections and for other necessary purposes. The Township will use all reasonable and practicable measures to notify the property owners in advance of such discontinuance or limitation of service. The Township shall not be liable for any damage or inconvenience suffered by any customer or property owner, nor in any case for any claim against the Township at any time, for interruption of service, lessening of supply, inadequate pressure, poor quality of water or any other cause beyond its control. The Township shall have the right at all times to restrict or regulate the quantity of water used by

customers and property owners in case of scarcity or whenever the public welfare may require such control.

3. The Township will not be liable for any claim or damage arising from a shortage of water, the breaking of machinery or other facilities or any other cause beyond its control.

4. Water shall not be turned into any premises by any person not an agent of, or person authorized by, the Township except temporarily by a plumber to enable him to test his work, provided the township shall be notified prior to the test and the water shall be turned off immediately after the test is done.

5. In cases of vacancy of dwelling units, the property owner should notify the Township in writing of such vacancy and upon his failure to do so; he will become responsible for any damage to the property of the Township arising from such failure.

6. No interconnection or cross connection shall be made or permitted between the Water System of the Township and any other water supply. No fixture, device or fitting shall be installed which will permit or provide a backflow connection between such Water System and any well, drainage system, soil pipe or waste pipe which would permit or make possible the backflow of sewage or water into such Water System of the Township.

7. No customer or property owner, unless specifically authorized to do so by the Township, shall open or cause to be open any of the stop cocks or valves of any public water line.

8. Any duly authorized representative of the Township, whose identification as such duly authorized representative has been established in a reasonable manner, upon reasonable cause shown, shall be authorized, upon reasonable notice and at reasonable hours, to enter in and upon and to have free access to premises then being supplied with water from the Water System being operated by the Township, for the purpose of inspecting the facilities employed in connection with the use of water from such Water System, and for the purpose of installing, setting, resetting, reading, testing, inspecting, repairing or removing meters and remote read- outs.

9. Contractors, builders or others will be required to obtain a written permit from the Township before using water for building or construction purposes. The Township will require a deposit upon application for use of water for building or construction purposes in the amount of Fifty Dollars ($50). The Township can require the installation of a temporary meter, with the builder responsible for protecting the meter from damage, and the property owners shall be billed at the rates applicable to commercial service.

10. Customers and property owners using the water supply for steam boilers and depending upon hydraulic or hydrostatic pressure in the pipe system of the Water System for supplying such boilers will do so at their own risk. The Township will not be responsible for any accidents or damage to which such devices may be subjected or resulting from such arrangements.

11. House boilers for domestic use must be provided with vacuum valves in all cases in order to prevent collapsing when water is shut off from the distributing pipes. The Township will not be responsible for accidents or damage resulting from imperfect installation or operation of such valves. Whenever steam or hot water under pressure is used, the property owner shall install, at his expense, a swing check valve to be placed directly ahead of the meter.

12. No water will be furnished to any premises where any possibility exists of the mingling of the water furnished by the Township with water from any other source; nor will the Township permit the

Township's mains or service lines to be connected in any way to any piping, tank, vat or other apparatus containing liquids, chemicals or any other matter which may flow back into the Township's service lines or mains and consequently endanger the water supply.

13. All water passing through a meter shall be charged for in accordance with the schedule of water rates, rents and charges in effect at the time and no allowance will be made for excessive consumption due to leaks or waste, except as herein otherwise specifically provided.

14. The Township shall not be liable for any damage resulting from leaks, broken pipes or any other cause, occurring to or within any house or building; and it is expressly stipulated by and between the Township and the customer and the property owner that no claims shall be made against the Township on account of the bursting or breaking of any main or service line or any attachment to the Water System being operated by the Township.

15. The Township shall be under no obligation at any time to make any extension of its then existing water mains, but may do so upon the written request of one or more prospective property owners, either wholly or in part at the expense of the prospective property owners, at the sole option of the Township; provided, however, that the Township reserves the right to refuse water service to any applicant when in its sole discretion capacity of the Water System will not permit the rendering of such water service or the rendering of such service would not be in the best interests of the other users of the Township's Water System.

16. No officer, agent or employee of the Township shall have the right or authority to vary these Rules and Regulations.

17. The Township reserves the right to repeal, alter, modify, supplement or amend these Rules and Regulations, from time to time and at any time, by amendments hereto duly enacted.

SECTION 11. PENALTIES:

1. If the owner or owners of any occupied houses, buildings or structures in the Township shall neglect or refuse to comply with the provisions of this Ordinance or the written notice as prescribed in Section 5 (4) hereof, the Township may perform or cause to be performed such work and labor and furnish or cause to be furnished such material as may be necessary to comply with the provisions of this Ordinance at the cost and expense of such owner or owners, together with ten (10%) per cent additional thereof and all charges and expenses incidental thereto, which sum shall be collected from said owner or owners for the use of the Township as debts are by law collectible, and the Township may, by its proper office, file a municipal claim or lien therefore against said premises as provided by law.

2. In addition to any penalty hereinabove prescribed, any person, firm or corporation failing to make a proper connection within the time specified after receipt of proper notice shall upon conviction thereof before a District Justice, pay a fine or penalty of Fifty ($50.00) Dollars for each day in violation hereof, and any person, firm, or corporation violating any of the other provisions of this Ordinance shall pay a fine or penalty of not less than Five ($5.00) Dollars nor more than One Hundred ($100.00) Dollars.

SECTION 12. REPEALER:

1. All ordinances or resolutions or parts of ordinances or resolutions inconsistent herewith are hereby repealed to the extent of such inconsistency.

SECTION 13. INVALIDITY:

1. The invalidity of any part of this ordinance shall not affect the validity of any other part of this ordinance.

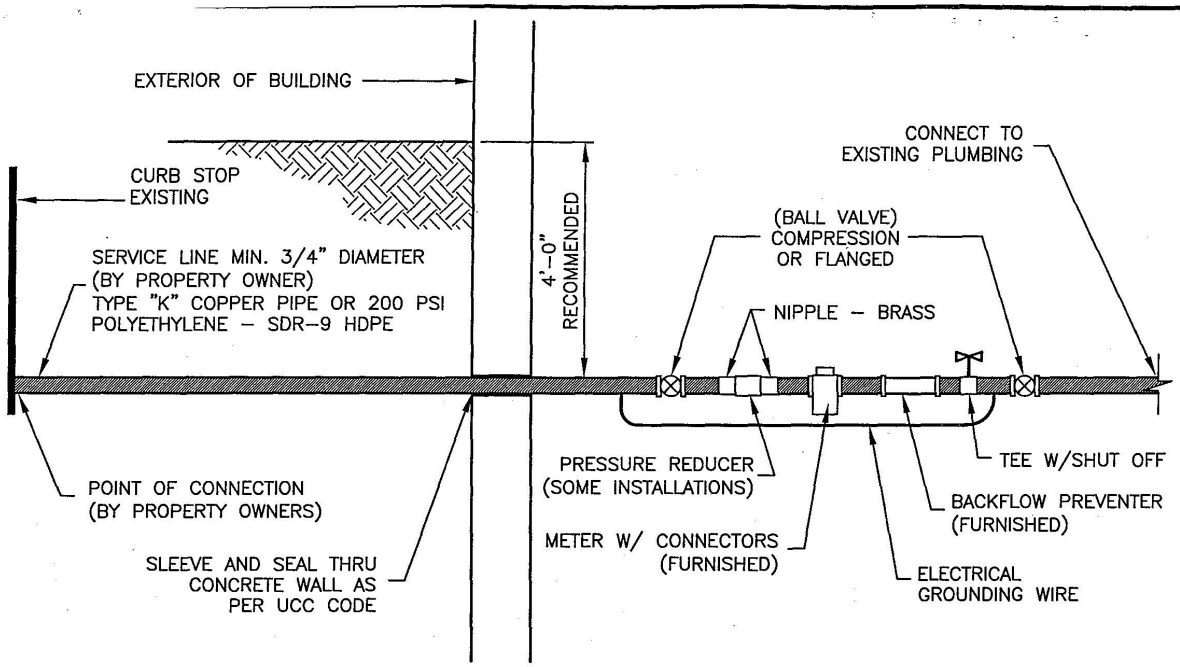
ORDAINED AND ENACTED into an ordinance and passed by the Supervisors of the Township of Farmington on this 18 day of May, 20 05

TOWNSHIP SEAL

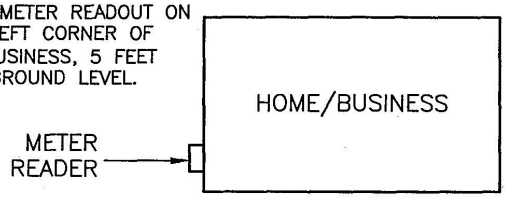
Chairman of Supervisors

Township Secretary

EXAMINED AND APPROVED on this _____ day of _____, 20___



NOTE:
INSTALL METER READOUT ON FRONT LEFT CORNER OF HOME/BUSINESS, 5 FEET ABOVE GROUND LEVEL.



NOTE:
INSTALL CAUTION TAPE 12" BELOW GROUND SURFACE
INSTALL TRACER WIRE OVER POLYETHYLENE LINES
BACKFILL IN ACCORDANCE W/ UCC CODE

STREET/HIGHWAY

NOTES:

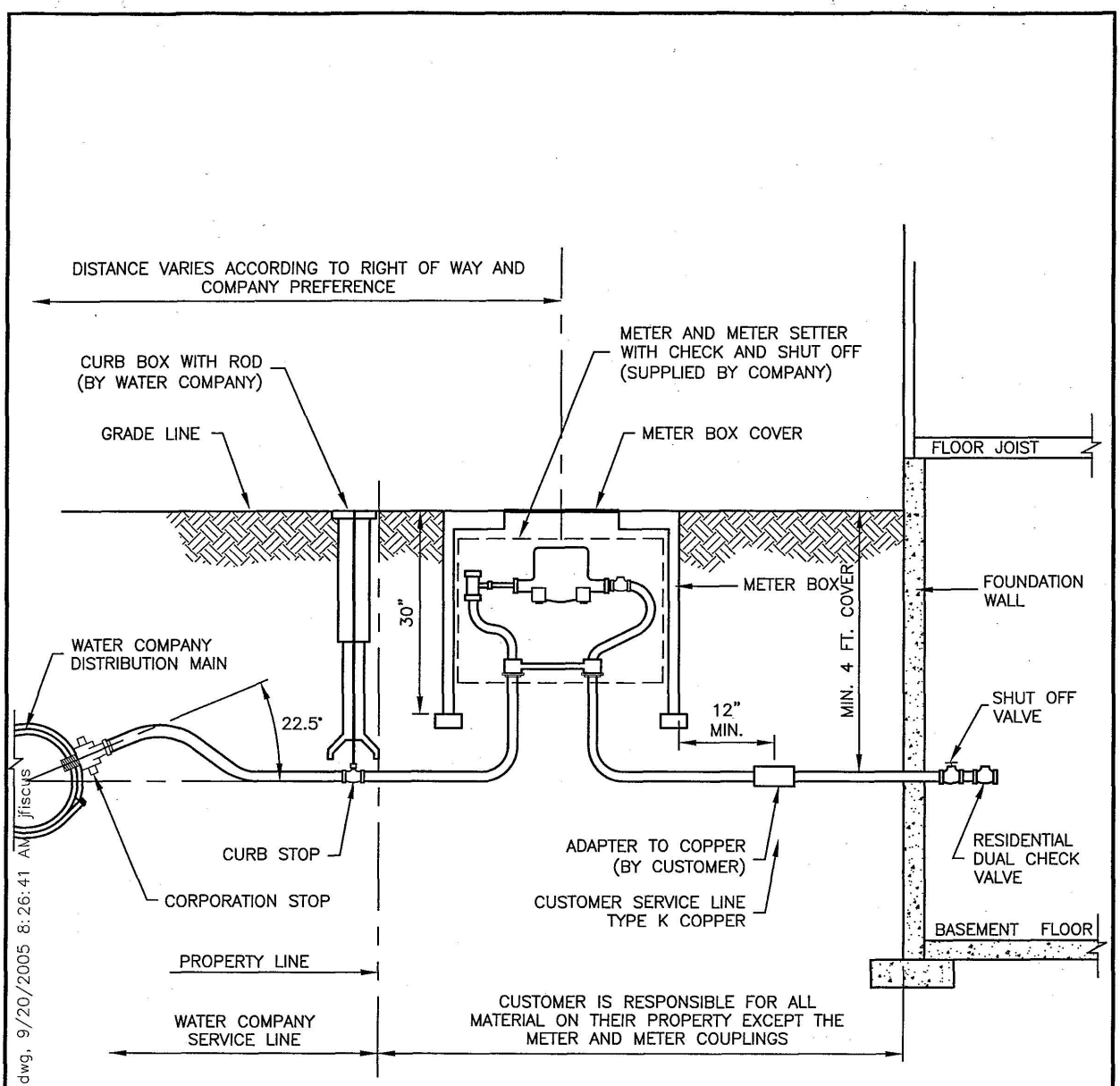
1. METER MUST BE LOCATED WHERE SERVICE LINE ENTERS PREMISE.
2. THE SPACE OCCUPIED BY THE METER SHALL BE MADE ELECTRICALLY CONTINUOUS BETWEEN INLET AND OUTLET OF METER BY THE USE OF A GROUNDING WIRE AND GROUND CLAMPS CONFORMING WITH THE NATIONAL ELECTRIC CODE.
3. THE METER SHALL NOT BE INSTALLED UNDER STEPS OR IN CRAWL SPACE.
4. A PRESSURE REDUCING VALVE (PRV) IS REQUIRED WHEN PRESSURE EXCEEDS 100 PSI. (UNIONS ARE REQUIRED ON THE PRV).
5. A PRESSURE EXPANSION TANK ON THE HOT WATER SYSTEM IS HIGHLY RECOMMENDED. THE TOWNSHIP WILL NOT BE RESPONSIBLE FOR ANY LEAKAGE FROM THE HOT WATER TANK POP–OFF VALVE.

TYPICAL WATER SERVICE INSTALLATION

Northwest Engineering, Inc.
Consultants and Civil Engineers
Tidioute, Pennsylvania
(814) 484–3504

D-94

SCALE: N.T.S.	JOB NO.
BY: NWE DATE: 5/05	SHEET NO. 1 OF 1
CHK: DATE:	FILE: P:\TYPICALS



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TYPICAL WATER SERVICE INSTALLATION WITH OUTSIDE METER PIT

Northwest Engineering, Inc.
Consultants and Civil Engineers
Tidioute, Pennsylvania
(814) 484-3504

D-95

SCALE: N.T.S.	JOB NO.
BY: NWE DATE: 5/05	SHEET NO. 1 OF 1
CHK: DATE:	FILE: P:\TYPICALS

SCHEDULE "A"

The sanitary sewage collection, transportation and treatment monthly service charges to be furnished by the Township to customers of the Township in compliance with the provisions of the financing of the Township's Sewer System project, which shall take effect upon the dates set forth below, shall be as follows:

A. Charges

1. For each Equivalent Dwelling Unit (EDU), as hereinafter defined, a monthly service charge of $38.00 shall be due and payable on the first business day of each month commencing upon substantial completion of the sewer servicing each property or on May 1, 2003 whichever date shall be earlier.

2. An Equivalent Dwelling Unit (EDU) with regard to residential customers shall be defined as any room, or group of rooms or enclosure occupied or intended for occupancy as separate living quarters for a family or other group of persons living together or by persons living alone.

3. An Equivalent Dwelling Unit (EDU) with regard to commercial customers shall be defined as any office, store, shop, restaurant, club, tavern, barber or beauty shop, service station, funeral home, or other similar commercial establishment selling a product or rendering a service, or any religious or fraternal or governmental establishment. In the case of motels, hotels and schools, an EDU shall be determined by the formula established and included within the Township's Sewer System Rules and Regulations; Article 6, Section 603. Each commercial EDU, even though in a building or complex of buildings, shall be considered to be a separate EDU even though it may be located in the same building with a residential unit or units or other commercial units.

4. An Equivalent Dwelling Unit (EDU) with regard to industrial customers shall be determined by the formula established and included within the Township's Sewer System Rules and Regulations; Article 6, Section 603.

B. Tap Connection Charges

A tap connection fee of EIGHT HUNDRED DOLLARS ($800.00) per EDU shall be charged to all users connected to or issued notice to connect to the Sewer System prior to May 1, 2003. Thereafter, a tap connection fee of TWO THOUSAND, FIVE HUNDRED DOLLARS ($2,500.00) per EDU shall be charged to all users connected to or issued notice to connect to the Sewer System.

C. Surcharges Applicable to Commercial and Industrial Waste Users

In any case in which any commercial or industrial water users wastes have an unusually high concentration of industrial wastes, the monthly service charges, calculated by formulas within the Township's Sewer Rules and Regulations, shall be increased with appropriate surcharges according to the provisions of the Township's Sewer Rules and Regulations for the Sewer System.

D. Rate Revisions

The Township specifically reserves the right to alter this Schedule at any time in the future, more specifically, in order to comply with the requirements of its financing arrangements.

E. Annual Rate Review

The Township specifically covenants and provides herein that it shall review the user charges provided for in this Schedule "A" annually and revise these charges periodically to reflect actual sanitary sewage collection, transportation and treatment service operation, maintenance and debt service costs.

FARMINGTON TOWNSHIP
CLARION COUNTY, PENNSYLVANIA

RESOLUTION # 2003-02

A RESOLUTION ESTABLISHING A SCHEDULE FOR SEWER SERVICE CHARGES

WHEREAS, under the terms of its financing agreement, Farmington Township has agreed that it will adopt and will charge, maintain and collect reasonable sanitary sewage collection, transportation and treatment charges for the use of the facilities of the sewer system; and

WHEREAS, Northwest Engineering, Inc. of Tidioute, Pennsylvania, the consulting engineers for Farmington Township, have recommended a schedule of sanitary sewage collection, transportation and treatment charges which meet the conditions of Farmington Township's convenience under its financing arrangements.

NOW, THEREFORE, be it resolved by the Board of Supervisors of Farmington Township, Clarion County, Pennsylvania, and it is hereby resolved by authority of the same as follows:

A. The schedule of sanitary sewage collection, transportation and treatment charges for sewer services that is set forth in Schedule "A" attached hereto and made a part hereof, that has been recommended by the Township's consulting engineers, be and it is hereby adopted by the Township and may be amended at any time by the Township by passing an amending resolution of the Township.

B. All bills for sanitary sewage collection, transportation and treatment charges and tap connection charges shall be computed in accordance herewith and/or in accordance with the Township's Sewer Rules and Regulations, and shall be rendered to the owner, or after proper arrangements, to the tenant of the premises to which the sewer service is furnished; but, nevertheless, the owner of the premises shall in all cases be ultimately liable for payments of such bills.

C. The Township shall have charge and management of the Sewer System to be operated under the Rules and Regulations governing the use, operation and maintenance of said Sewer System. The Township reserves the right to refuse permission to connect directly or indirectly to the Sewer System, to compel discontinuance of use of the Sewer System, or to compel pretreatment of sewage and industrial wastes by any establishment in any portion of the Sewer System or treatment facilities. Non-residential establishments having large variations in rates of waste discharge may be required to install such devices at their own expense as may be required and approved by the Township for equalizing waste discharge rates. The Township's representatives or agents shall have access at all reasonable times to both residential and non-residential establishments for the purpose of establishing, determining or checking water consumption and employees, wastewater discharge to or excluded from the Sewer System and the character of discharges to the Sewer System.

D. All bills imposed hereunder shall be due and payable immediately upon receipt of the bill by the owner and/or tenant, and shall be paid not later than the due date appearing on the

individual bills. Said charges shall be subject to a ten percent (10%) penalty if not paid within twenty (20) days from their due date. If not paid within sixty (60) days after said due date, the charge plus the penalty shall bear interest at a rate of one-and-one-fourth percent (1-¼%) per month, or any fraction thereof until paid.

E. All sanitary sewage collection, transportation and treatment charges received by the Township or its agents shall be promptly deposited to the appropriate Township account or the Township's agent's account established under its financing arrangements or management agreements, and shall be used solely for the Sewer System's operation, maintenance and debt service requirements.

F. The sanitary sewage collection, transportation and treatment charges composed hereunder shall become effective as set forth hereinafter in Schedule "A" attached hereto. Appropriate billings by the Township or its agents shall commence promptly thereafter.

G. All Resolutions or parts of Resolutions of Farmington Township not in accordance with this Resolution are hereby repealed insofar as they affect this Resolution.

IN WITNESS WHEREOF, I hereunto set my hand and seal of Farmington Township, Clarion County, Pennsylvania this 5th day of March, 2003.

ATTEST: (SEAL)

Nancy S. Mellon, Secretary

FARMINGTON TOWNSHIP
BOARD OF SUPERVISORS

Clyde E. Frederick, Chairman

Janet M. Ochs, Supervisor

Clyde E. Heasley, Supervisor

SCHEDULE "A"

The sanitary sewage collection, transportation and treatment monthly service charges to be furnished by the Township to customers of the Township in compliance with the provisions of the financing of the Township's Sewer System project, which shall take effect upon the dates set forth below, shall be as follows:

A. Charges

1. For each Equivalent Dwelling Unit (EDU), as hereinafter defined, a monthly service charge of $38.00 shall be due and payable on the first business day of each month commencing upon substantial completion of the sewer servicing each property or on May 1, 2003 whichever date shall be earlier.

2. An Equivalent Dwelling Unit (EDU) with regard to residential customers shall be defined as any room, or group of rooms or enclosure occupied or intended for occupancy as separate living quarters for a family or other group of persons living together or by persons living alone.

3. An Equivalent Dwelling Unit (EDU) with regard to commercial customers shall be defined as any office, store, shop, restaurant, club, tavern, barber or beauty shop, service station, funeral home, or other similar commercial establishment selling a product or rendering a service, or any religious or fraternal or governmental establishment. In the case of motels, hotels and schools, an EDU shall be determined by the formula established and included within the Township's Sewer System Rules and Regulations; Article 6, Section 603. Each commercial EDU, even though in a building or complex of buildings, shall be considered to be a separate EDU even though it may be located in the same building with a residential unit or units or other commercial units.

4. An Equivalent Dwelling Unit (EDU) with regard to industrial customers shall be determined by the formula established and included within the Township's Sewer System Rules and Regulations; Article 6, Section 603.

B. Tap Connection Charges

A tap connection fee of EIGHT HUNDRED DOLLARS ($800.00) per EDU shall be charged to all users connected to or issued notice to connect to the Sewer System prior to May 1, 2003. Thereafter, a tap connection fee of TWO THOUSAND, FIVE HUNDRED DOLLARS ($2,500.00) per EDU shall be charged to all users connected to or issued notice to connect to the Sewer System.

C. Surcharges Applicable to Commercial and Industrial Waste Users

In any case in which any commercial or industrial water users wastes have an unusually high concentration of industrial wastes, the monthly service charges, calculated by formulas within the Township's Sewer Rules and Regulations, shall be increased with appropriate surcharges according to the provisions of the Township's Sewer Rules and Regulations for the Sewer System.

D. Rate Revisions

The Township specifically reserves the right to alter this Schedule at any time in the future, more specifically, in order to comply with the requirements of its financing arrangements.

E. Annual Rate Review

The Township specifically covenants and provides herein that it shall review the user charges provided for in this Schedule "A" annually and revise these charges periodically to reflect actual sanitary sewage collection, transportation and treatment service operation, maintenance and debt service costs.

SCHEDULE "A"

Revised 1/01/2007

The sanitary sewage collection, transportation and treatment monthly service charges to be furnished by the Township to customers of the Township in compliance with the provisions of the financing of the Township's Sewer System project, which shall take effect upon the dates set forth below, shall be as follows:

A. Charges

1. For each Equivalent Dwelling Unit (EDU), as hereinafter defined, a monthly service charge of $40.00 shall be due and payable on the first business day of each month commencing upon substantial completion of the sewer servicing each property.

2. An Equivalent Dwelling Unit (EDU) with regard to residential customers shall be defined as any room, or group or rooms or enclosure occupied or intended for occupancy as separate living quarters for a family or other group of persons living together or by persons living alone.

3. An Equivalent Dwelling Unit (EDU) with regard to commercial customers shall be determined by the formula established and included within the Township's Sewer System Rules and Regulations; Article 6, Section 603. Each commercial EDU, even though in a building or complex of buildings, shall be considered to be a separate EDU even though it may be located in the same building with a residential unit or units or other commercial units.

4. An Equivalent Dwelling Unit (EDU) with regard to industrial customers shall be determined by the formula established and included within the Township's Sewer System Rules and Regulations; Article 6, Section 603.

B. Tap Connection Charges

A tap connection fee of Five Thousand Dollars ($5,000.00) per EDU shall be charged to all users connected to or issued notice to connect to the Sewer System.

C. Surcharges Applicable to Commercial and Industrial Waste Users

In any case in which any commercial or industrial water users wastes have an unusually high concentration of industrial wastes, the monthly service charges, calculated by formulas within the Township's Sewer Rules and Regulations, shall be increased with appropriate surcharges according to the provisions of the Township's Sewer Rules and Regulations for the Sewer System.

D. Rate Revisions

The Township specifically reserves the right to alter this Schedule at any time in the future, more specifically, in order to comply with the requirements of its financing arrangements.

E. Annual Rate Review

The Township specifically covenants and provides herein that it shall review the user charges provided for in this Schedule "A" annually and revise these charges periodically to reflect actual sanitary sewage collection, transportation and treatment service operation, maintenance and debt service costs.

SCHEDULE "A"

Revised 2/06/2008

The sanitary sewage collection, transportation and treatment monthly service charges to be furnished by the Township to customers of the Township in compliance with the provisions of the financing of the Township's Sewer System project, which shall take effect upon the dates set forth below, shall be as follows:

A. Charges

1. For each Equivalent Dwelling Unit (EDU), as hereinafter defined, a monthly service charge of $40.00 shall be due and payable on the first business day of each month commencing upon substantial completion of the sewer servicing each property.

2. An Equivalent Dwelling Unit (EDU) with regard to residential customers shall be defined as any room, or group or rooms or enclosure occupied or intended for occupancy as separate living quarters for a family or other group of persons living together or by persons living alone.

3. An Equivalent Dwelling Unit (EDU) with regard to commercial customers shall be determined by the formula established and included within the Township's Sewer System Rules and Regulations; Article 6, Section 603. Each commercial EDU, even though in a building or complex of buildings, shall be considered to be a separate EDU even though it may be located in the same building with a residential unit or units or other commercial units.

4. An Equivalent Dwelling Unit (EDU) with regard to industrial customers shall be determined by the formula established and included within the Township's Sewer System Rules and Regulations; Article 6, Section 603.

B. Tap Connection Charges

A tap connection fee of Five Thousand Dollars ($5,000.00) per EDU shall be charged to all users connected to or issued notice to connect to the Sewer System.

A tap connection fee of Eight Hundred Dollars ($800.00) per EDU, as established by USDA Rural Development, shall be charged to those users included in the Phase III and Phase IV extension projects. However, if payment is not received within one year from date of connection notice, the fee increases to Five Thousand Dollars ($5,000.00) per EDU.

C. Surcharges Applicable to Commercial and Industrial Waste Users

In any case in which any commercial or industrial water users wastes have an unusually high concentration of industrial wastes, the monthly service charges, calculated by formulas within the Township's Sewer Rules and Regulations, shall be increased with appropriate surcharges according to the provisions of the Township's Sewer Rules and Regulations for the Sewer System.

D. Rate Revisions

The Township specifically reserves the right to alter this Schedule at any time in the future, more specifically, in order to comply with the requirements of its financing arrangements.

E. Annual Rate Review

The Township specifically covenants and provides herein that it shall review the user charges provided for in this Schedule "A" annually and revise these charges periodically to reflect actual sanitary sewage collection, transportation and treatment service operation, maintenance and debt service costs.

EXHIBIT A
BILL OF SALE

BILL OF SALE

THIS BILL OF SALE is made as of this [___] day of [_____], 2023, by and between **FARMINGTON TOWNSHIP, CLARION COUNTY**, a body corporate and politic, organized and existing under the laws of the Commonwealth of Pennsylvania (the "Seller"), and **PENNSYLVANIA-AMERICAN WATER COMPANY**, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania (the "Buyer," and, together with Seller, each a "Party" and collectively, the "Parties").

BACKGROUND:

A. Seller and Buyer have entered into that certain Asset Purchase Agreement dated as of _____ (the "Agreement"), pursuant to which Seller has agreed, among other things, to sell, transfer, convey, assign and deliver to Buyer and Buyer has agreed to purchase from Seller the Acquired Assets, including, without limitation, all of its personal property and fixed assets including equipment, machinery, vehicles, auxiliary equipment and plant equipment, as more thoroughly described on Exhibit "A" attached hereto and incorporated herein by reference (collectively, the "Personal Property").

B. Seller desires hereunder to transfer and assign to Buyer the Personal Property pursuant to the Agreement and Buyer desires to accept the sale, transfer and conveyance thereof.

C. All capitalized terms not defined herein shall have the meaning ascribed to such term in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Transfer and Assignment. Seller hereby sells, transfers and conveys to Buyer, its successors and assigns, all of Seller's right, title and interest in, to and under the Personal Property.

2. Acceptance of Transfer and Assignment. Buyer hereby accepts the sale, transfer and conveyance of the Personal Property.

3. Transfer. It is the intention of Seller to transfer all of Seller's right, title and interest of the Personal Property to Buyer.

4. Counterparts; Facsimile Signatures. This Bill of Sale may be executed in any number of counterparts which, taken together, is one and the same agreement. This Bill of Sale becomes effective when it has been executed by each Party and delivered to both Parties. To evidence the fact that it has executed this Bill of Sale, a Party may send a copy of its executed counterpart to

the other Party by facsimile transmission. Such Party is deemed to have executed and delivered this Bill of Sale on the date it sent such facsimile transmission. In such event, such Party shall forthwith deliver to the other Party an original counterpart of this Bill of Sale executed by such Party.

5. 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 Bill of Sale, including torts. The Parties irrevocably agree and consent to the jurisdiction of the United States District Court for the Western District of Pennsylvania and the Court of Common Pleas of Clarion County, Pennsylvania, for the adjudication of any matters arising under or in connection with this Bill of Sale. Any action initiated in court shall be filed and litigated (including all discovery proceedings) exclusively in the United States District Court for the Western District of Pennsylvania and the Court of Common Pleas of Clarion 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 BILL OFSALE 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 BILL OF SALE, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS BILL OF SALE CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OROTHERWISE, 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 BILL OF SALE BY, AMONG OTHER THINGS, THE MUTUAL WAIVERSAND CERTIFICATIONS IN THIS SECTION.

6. Binding Effect. This Bill of Sale shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and assigns.

7. Further Assurances. Each Party hereto covenants and agrees, at its own expense, to take such further action and execute and deliver such further instruments of conveyance and transfer and of assumption as may be reasonably requested by the other Party to carry out the provisions and purpose of this Bill of Sale.

[Remainder of Page Intentionally Blank; Signature Page Immediately Follows]

IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale to be duly executed on the day and year first above written.

SELLER:	**BUYER:**
FARMINGTON TOWNSHIP, CLARION COUNTY	PENNSYLVANIA-AMERICAN WATER COMPANY
By:_____	By:_____
Printed:_____	Printed:_____
Its:_____	Its:_____
ATTEST:	ATTEST:
By:_____	By:_____
Printed:_____	Printed:_____
Its:_____	Its:_____

EXHIBIT A

Personal Property

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) of the Agreement) or development plans approved pursuant to the 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 used in the operation of the System, including without limitation (i) good and marketable fee simple title to the Real Property described and identified on Schedule 4.09 of the Agreement, and (ii) all Easements, including without limitation those identified on Schedule 4.09 of the Agreement;

(b) all drinking water source, treatment, storage and distribution facilities, including all distribution system mains, laterals (from the distribution 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 run the System;

(c) all sanitary wastewater related 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, treatment plant and all related equipment, generators, manholes, and other related appurtenances and any billing and collections related assets necessary to run the System;

(d) all contracts, licenses, and leases to which Seller is a party, 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 of the Agreement (the "Assigned Contracts");

(e) all Supplies;

(f) all personal property and fixed assets, including all Equipment and Machinery, auxiliary equipment and plant equipment, including without limitation those items listed on Schedule 4.10 hereof;

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

(h) all Files and Records;

(i) 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, public water supply permits, Seller NPDES Permits other than those NPDES permits that relate to the Stormwater System Assets, other operating permits and those items listed or described on Schedule 4.12; and

(j) all goodwill of the System.

EXHIBIT B

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is entered into effective as of this ___ day of _____, 2023, by and between **FARMINGTON TOWNSHIP, CLARION COUNTY**, a body corporate and politic, organized and existing under the laws of the Commonwealth of Pennsylvania (the "Assignor"), and **PENNSYLVANIA-AMERICAN WATER COMPANY**, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania (the "Assignee," and, together with Assignor, each a "Party" and collectively, the "Parties").

A. Assignor, as Seller, and Assignee, as Buyer, are parties to that certain Asset Purchase Agreement dated as of _____ (collectively, the "Agreement"), pursuant to which Assignor has agreed, among other things, to sell, transfer and convey to Assignee and Assignee has agreed to purchase from Assignor the Acquired Assets.

B. Sections 2.01, 2.04, and 13.02 of the Agreement contemplate that at Closing, Assignor will assign to Assignee and Assignee will accept and assume, all of Assignor's right, title and interest in and to any and all Assigned Contracts and Authorizations and Permits (the "Assigned Business Deliverables") necessary for the operation of the Acquired Assets.

C. Unless herein otherwise defined, all terms defined in the Agreement shall have the meanings ascribed to them in the Agreement when used in this Assignment.

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. Assignment of Assigned Business Deliverables. Assignor hereby assigns, transfers, sets over, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to all Assigned Business Deliverables, together with all rights and privileges of any nature thereunder accruing to Assignor on or after the date hereof.

2. Indemnification by Assignor. Assignor hereby agrees to indemnify, defend and hold harmless Assignee and the Buyer Indemnified Parties from, of and against any and all losses arising out of or relating to the breach by Assignor of any of the obligations, terms or covenants of Assignor, under or pursuant to the Assigned Business Deliverables that accrued prior to the date hereof subject to Assignor's indemnification obligations under Article VIII of the Agreement.

3. Indemnification by Assignee. Assignee hereby agrees to indemnify, defend and hold harmless Assignor and Seller Indemnified Parties from, of and against any and all losses arising out of or relating to the breach by Assignee of any of the obligations, terms or covenants of Assignee, under or pursuant to the Assigned Business Deliverables that accrue on or after the date hereof subject to Assignee's indemnification obligations under Article VIII of the Agreement.

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

5. Successors; Assigns. Neither Party to this Assignment may assign any right or delegate any performance under this Assignment without the prior written consent of the other Party. A purported assignment or purported delegation without prior written consent is void.

6. 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 Assignment, including torts. The Parties irrevocably agree and consent to the jurisdiction of the United States District Court for the Western District of Pennsylvania and the Court of Common Pleas of Clarion County, Pennsylvania, for the adjudication of any matters arising under or in connection with this Assignment. Any action initiated in court shall be filed and litigated (including all discovery proceedings) exclusively in the United States District Court for the Western District of Pennsylvania and the Court of Common Pleas of Clarion 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 ASSIGNMENT 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 ASSIGNMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS ASSIGNMENT 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 ASSIGNMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

7. Further Assurances. Each Party hereto covenants and agrees, at its own expense, to take such further action and execute and deliver such further instruments of conveyance and transfer and of assumption as may be reasonably requested by the other Party to carry out the provisions and purpose of this Assignment.

8. Assignment. It is the intention of Assignor to transfer Assignor's title of the Assigned Business Deliverables to Assignee, its permitted successors and assigns, free of any redemption by Assignor or its successors and assigns.

[**REMAINDER OF PAGE INTENTIONALLY BLANK;**
SIGNATURE PAGE IMMEDIATELY FOLLOWS]

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

SELLER:	**BUYER:**
FARMINGTON TOWNSHIP, CLARION COUNTY	PENNSYLVANIA-AMERICAN WATER COMPANY
By:_____	By:_____
Printed:_____	Printed:_____
Its:_____	Its:_____
ATTEST:	ATTEST:
By:_____	By:_____
Printed:_____	Printed:_____
Its:_____	Its:_____

EXHIBIT C

ESCROW AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of _____, 202___ ("Agreement"), is by and among FARMINGTON TOWNSHIP, CLARION COUNTY, a body corporate and politic, organized and existing under the laws of the Commonwealth of Pennsylvania ("Depositor"), PENNSYLVANIA-AMERICAN WATER COMPANY, a Pennsylvania corporation ("Recipient"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, as escrow agent hereunder ("Escrow Agent").

BACKGROUND

A. Depositor and Recipient have entered into an Asset Purchase Agreement (the "Underlying Agreement"), dated as of _____, 2023, pursuant to which Depositor, agreed to sell to Recipient a drinking water distribution system and a wastewater collection and treatment system owned and operated by Depositor (the "System"). The Underlying Agreement provides that Depositor shall deposit on behalf of Recipient the Escrow Funds (defined below) in a segregated escrow account to be held by Escrow Agent for the purpose of funding any payments required to be made in connection with any claim made by the Recipient for any easement, right-of-way, license, and other agreement for and over the real property of third parties that is appurtenant to any Asset or necessary for access to any Asset or for the operation of any System Asset or otherwise which is necessary for or used in connection with the operation of the System or to provide continuous and unimpeded rights-of-way for the Assets.

B. Escrow Agent has agreed to accept, hold, and disburse the funds deposited with it and any earnings thereon in accordance with the terms of this Agreement.

C. Depositor and Recipient have appointed the Representatives (as defined below) to represent them for all purposes relating to the funds to be deposited with Escrow Agent pursuant to this Agreement.

D. Depositor and Recipient acknowledge that (i) Escrow Agent is not a party to and has no duties or obligations under the Underlying Agreement, (ii) all references in this Agreement to the Underlying Agreement are solely for the convenience of Depositor and Recipient, and (iii) Escrow Agent shall have no implied duties beyond the express duties set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Definitions. The following terms shall have the following meanings when used herein:

"Business Day" shall mean any day, other than a Saturday, Sunday or legal holiday, on which Escrow Agent at its location identified in Section 15 is open to the public for general banking purposes.

"Depositor Representative" shall mean each person so designated on Schedule C hereto or any other person so designated in a writing signed by Depositor and delivered to Escrow Agent and a Recipient Representative in accordance with Section 15.

"Escrow Funds" shall mean the funds deposited with Escrow Agent pursuant to Section 3 of this Agreement, together with any interest and other income thereon.

"Escrow Period" shall mean the period commencing on the date hereof and ending at the close of Escrow Agent's Business Day on or immediately after _____ unless earlier terminated pursuant to this Agreement.

"Final Order" shall mean a final and nonappealable order of a court of competent jurisdiction (an "Order"), which Order is delivered to Escrow Agent accompanied by a written instruction from Depositor or Recipient given to effectuate such Order and confirming that such Order is final, nonappealable and issued by a court of competent jurisdiction, and Escrow Agent shall be entitled to conclusively rely upon any such confirmation and instruction and shall have no responsibility to review the Order to which such confirmation and instruction refers.

"Indemnified Party" shall have the meaning set forth in Section 11.

"Joint Written Direction" shall mean a written direction executed by a Depositor Representative and a Recipient Representative, delivered to Escrow Agent in accordance with Section 15 and directing Escrow Agent to disburse all or a portion of the Escrow Funds or to take or refrain from taking any other action pursuant to this Agreement.

"Representatives" shall mean the Depositor Representative and the Recipient Representative.

"Recipient Representative" shall mean each person so designated on Schedule C hereto or any other person so designated in a writing signed by Recipient and delivered to Escrow Agent and a Depositor Representative in accordance with the notice provisions of this Agreement.

2. Appointment of and Acceptance by Escrow Agent. Depositor and Recipient hereby appoint Escrow Agent to serve as escrow agent hereunder. Escrow Agent hereby accepts such appointment and, upon receipt by wire transfer of the Escrow Funds in accordance with Section 3, agrees to hold, invest and disburse the Escrow Funds in accordance with this Agreement.

3. Deposit of Escrow Funds. Simultaneously with the execution and delivery of this Agreement, Depositor will transfer the Escrow Funds in the amount of _____ Dollars ($_____), by wire transfer of immediately available funds, to an account designated by Escrow Agent. Escrow Funds shall remain uninvested except as provided in Section 7.

4. Disbursements of Escrow Funds.

(a) Escrow Agent shall disburse Escrow Funds at any time and from time to time, upon receipt of, and in accordance with, a Joint Written Direction substantially in the form of Attachment 1 hereto and received by Escrow Agent as set forth in Section 15. Such Joint Written Direction shall contain complete payment instructions, including funds transfer instructions or an address to which a check shall be sent.

(b) Depositor and Recipient each agrees that the Escrow Agent is authorized to use the following funds transfer instructions to disburse any funds due to Recipient:

Bank Name: PNC Bank
Bank Address: Pittsburgh, PA 15219
ABA No.: 031207607
Account Name: American Water Capital Corp.
Account No.: 8013583379

(c) Depositor and Recipient each agrees that an authorized representative of the Depositor will provide the Escrow Agent with its funds transfer instructions to disburse any funds due to Depositor.

(d) Prior to any disbursement, Escrow Agent must receive reasonable identifying information regarding the funds recipient so that Escrow Agent may comply with its regulatory obligations and reasonable business practices, including without limitation a completed United States Internal Revenue Service ("IRS") Form W-9 or Form W-8, as applicable. All disbursements of Escrow Funds shall be subject to the fees and claims of Escrow Agent and the Indemnified Parties pursuant to Section 11 and Section 12.

(e) Depositor and Recipient may each deliver written notice to Escrow Agent in accordance with Section 15 changing their respective funds transfer instructions, which notice shall be effective only upon receipt by Escrow Agent and after Escrow Agent has had a reasonable time to act upon such notice.

5. Suspension of Performance; Disbursement into Court. If, at any time, (a) a dispute exists with respect to any obligation of Escrow Agent hereunder, (b) Escrow Agent is unable to determine, to Escrow Agent's sole satisfaction, Escrow Agent's proper actions with respect to its obligations hereunder, or (c) the Representatives have not, within 10 days of receipt of a notice of resignation, appointed a successor Escrow Agent to act hereunder, then Escrow Agent may, in its sole discretion, take either or both of the following actions:

(i) suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of Escrow Agent or until a successor Escrow Agent shall have been appointed.

(ii) petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction, in any venue convenient to Escrow Agent, for instructions with respect to such dispute or uncertainty and, to the extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, all Escrow Funds, after deduction and payment to Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder.

Escrow Agent shall have no liability to Depositor or Recipient for suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise due to any delay in any other action required or requested of Escrow Agent.

6. [reserved]

7. Investment of Funds. Based upon Depositor's and Recipient's prior review of investment alternatives, in the absence of further specific written direction to the contrary at any time that an investment decision must be made, Escrow Agent is directed to invest and reinvest the Escrow Funds in the investment identified in Schedule A. If applicable, Depositor and Recipient acknowledge receipt from Escrow Agent of a current copy of the prospectus for the investment identified in Schedule A. Depositor and Recipient may deliver to Escrow Agent a Joint Written Direction changing the investment of the Escrow Funds, upon which direction Escrow Agent shall conclusively rely without inquiry or investigation; provided, however, that Depositor and Recipient warrant that no investment or reinvestment direction shall be given except in the following: (a) direct obligations of the United States of America or obligations the principal of and the interest on which are unconditionally guaranteed by the United States of America; (b) U.S. dollar denominated deposit accounts and certificates of deposit issued by any bank, bank and trust company, or national banking association (including Escrow Agent and its affiliates), which are either (i) insured by the Federal Deposit Insurance Corporation ("FDIC") up to FDIC limits, or (ii) with domestic commercial banks which have a rating on their short-term certificates of deposit on the date of purchase of at least "A-1" by S&P or "P-1" by Moody's (ratings on holding companies are not considered as the rating of the bank); or (c) money market funds, including funds managed by Escrow Agent or any of its affiliates; provided further, however, that Escrow Agent will not be directed to invest in investments that Escrow Agent determines are not consistent with Escrow Agent's policies or practices. Depositor and Recipient recognize and agree that Escrow Agent will not provide supervision, recommendations or advice relating to either the investment of Escrow Funds or the purchase or disposition of any investment and the Escrow Agent shall not have any liability for any loss in an investment made pursuant to the terms of this Agreement. Escrow Agent

has no responsibility whatsoever to determine the market or other value of any investment and makes no representation or warranty as to the accuracy of any such valuations. To the extent applicable regulations grant rights to receive brokerage confirmations for certain security transactions, Depositor and Recipient waive receipt of such confirmations.

All investments shall be made in the name of Escrow Agent. Escrow Agent may, without notice to Depositor and Recipient, sell or liquidate any of the foregoing investments at any time for any disbursement of Escrow Funds permitted or required hereunder and shall not be liable for any loss, cost or penalty resulting from any sale or liquidation of any such investment. All investment earnings shall become part of the Escrow Funds and investment losses shall be charged against the Escrow Funds. With respect to any Escrow Funds or investment instruction received by Escrow Agent after 11:00 a.m., U.S. Central Time, Escrow Agent shall not be required to invest applicable funds until the next Business Day. Receipt of the Escrow Funds and investment and reinvestment of the Escrow Funds shall be confirmed by Escrow Agent by an account statement. Failure to inform Escrow Agent in writing of any error or omission in any such account statement within 90 days after receipt shall conclusively be deemed confirmation and approval by Depositor and Recipient of such account statement.

8. Tax Reporting. (a) Escrow Agent has no responsibility for the tax consequences of this Agreement and Depositor and Recipient shall consult with independent counsel concerning any and all tax matters. Depositor and Recipient jointly and severally agree to (i) assume all obligations imposed now or hereafter by any applicable tax law or regulation with respect to payments or performance under this Agreement and (ii) request and direct the Escrow Agent in writing with respect to withholding and other taxes, assessments or other governmental charges, and advise the Escrow Agent in writing with respect to any certifications and governmental reporting that may be required under any applicable laws or regulations. Except as otherwise agreed by Escrow Agent in writing, Escrow Agent has no tax reporting or withholding obligation except to the Internal Revenue Service with respect to Form 1099-B reporting on payments of gross proceeds under Internal Revenue Code Section 6045 and Form 1099 and Form 1042-S reporting with respect to investment income earned on the Escrow Funds, if any. Escrow Agent shall have no responsibility for Form 1099-MISC reporting with respect to disbursements that Escrow Agent makes in an administrative or ministerial function to vendors or other service providers and shall have no tax reporting or withholding duties with respect to the Foreign Investment in Real Property Tax Act.

(b) To the extent that U.S. federal imputed interest regulations apply, Depositor and Recipient shall so inform the Escrow Agent, provide the Escrow Agent with all imputed interest calculations and direct the Escrow Agent to disburse imputed interest amounts as Depositor and Recipient deem appropriate. Escrow Agent will rely solely on such provided calculations and information and will have no responsibility for the accuracy or completeness of any such calculations or information. Depositor and Recipient shall provide Escrow Agent a properly completed IRS Form W-9 or Form W-8, as applicable, for each payee. If requested tax

documentation is not so provided, Escrow Agent is authorized to withhold taxes as required by the United States Internal Revenue Code and related regulations.

(c) Except as otherwise directed by Depositor and Recipient in writing, Escrow Agent will report, on an accrual basis, all interest or income on the Escrow Funds as being owned by Recipient for federal income tax purposes. If any accrued interest income attributed to Recipient is subsequently disbursed by Escrow Agent to Depositor, Depositor and Recipient shall jointly direct Escrow Agent in writing with respect to the appropriate tax treatment and reporting of such disbursements.

9. Resignation or Removal of Escrow Agent. Escrow Agent may resign and be discharged from the performance of its duties hereunder at any time by giving ten (10) days' prior written notice to Depositor and Recipient specifying a date when such resignation shall take effect and, after the date of such resignation notice, notwithstanding any other provision of this Agreement, Escrow Agent's sole obligation will be to hold the Escrow Funds pending appointment of a successor Escrow Agent. Similarly, Escrow Agent may be removed at any time by Depositor and Recipient giving at least thirty (30) days' prior written notice to Escrow Agent specifying the date when such removal shall take effect. If Depositor and Recipient fail to jointly appoint a successor Escrow Agent prior to the effective date of such resignation or removal, Escrow Agent may petition a court of competent jurisdiction to appoint a successor escrow agent, and all costs and expenses related to such petition shall be paid jointly and severally by Depositor and Recipient. The retiring Escrow Agent shall transmit all records pertaining to the Escrow Funds and shall pay all Escrow Funds to the successor Escrow Agent, after making copies of such records as the retiring Escrow Agent deems advisable and after deduction and payment to the retiring Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by the retiring Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder. After any retiring Escrow Agent's resignation or removal, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Escrow Agent under this Agreement.

10. Duties and Liability of Escrow Agent.

(a) Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. Escrow Agent has no fiduciary or discretionary duties of any kind. Escrow Agent's permissive rights shall not be construed as duties. Escrow Agent shall have no liability under and no duty to inquire as to the provisions of any document other than this Agreement, including without limitation any other agreement between any of the parties hereto or any other persons even though reference thereto may be made herein and whether or not a copy of such document has been provided to Escrow Agent. Escrow Agent's sole responsibility shall be for the safekeeping of the Escrow Funds in accordance with Escrow Agent's customary practices and disbursement thereof in accordance with the terms of this Agreement. Escrow Agent shall not be responsible for or have any duty to make any calculations under this Agreement, or to determine when any calculation required under the

provisions of this Agreement should be made, how it should be made or what it should be, or to confirm or verify any such calculation. Escrow Agent shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. This Agreement shall terminate upon the distribution of all the Escrow Funds pursuant to any applicable provision of this Agreement, and Escrow Agent shall thereafter have no further obligation or liability whatsoever with respect to this Agreement or the Escrow Funds.

(b) Escrow Agent shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines, which determination is not subject to appeal, that Escrow Agent's gross negligence or willful misconduct in connection with its material breach of this Agreement was the sole cause of any loss to Depositor or Recipient. Escrow Agent may retain and act hereunder through agents and shall not be responsible for or have any liability with respect to the acts of any such agent retained by Escrow Agent in good faith.

(c) Escrow Agent may rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which Escrow Agent believes to be genuine and to have been signed or presented by the person or parties purporting to sign the same. In no event shall Escrow Agent be liable for (i) acting in accordance with or conclusively relying upon any instruction, notice, demand, certificate or document believed by Escrow Agent to have been created by or on behalf of Depositor or Recipient, (ii) incidental, indirect, special, consequential or punitive damages or penalties of any kind (including, but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such damages or penalty and regardless of the form of action or (iii) any amount greater than the value of the Escrow Funds as valued upon deposit with Escrow Agent.

(d) Escrow Agent shall not be responsible for delays or failures in performance resulting from acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, attacks or intrusions, power failures, earthquakes or any other circumstance beyond its control. Escrow Agent shall not be obligated to take any legal action relating to the Escrow Funds, this Agreement or the Underlying Agreement or to appear in, prosecute or defend any such legal action or to take any other action that in Escrow Agent's sole judgment may expose it to potential expense or liability. Depositor and Recipient are aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. Escrow Agent shall have no liability to Depositor or Recipient, their respective heirs, legal representatives, successors and assigns, or any other party, should any of the Escrow Funds escheat by operation of law.

(e) Escrow Agent may consult, at Depositor's and Recipient's cost, legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, or relating to any dispute involving this Agreement, and shall incur no liability and shall be fully indemnified from any liability

whatsoever in acting in accordance with the advice of such counsel. Depositor and Recipient agree to perform or procure the performance of all further acts and things, and execute and deliver such further documents, as may be required by law or as Escrow Agent may reasonably request relating to its duties hereunder. When any action is provided for herein to be done on or by a specified date that falls on a day other than a Business Day, such action may be performed on the next ensuing Business Day.

(f) If any portion of the Escrow Funds is at any time attached, garnished or levied upon, or otherwise subject to any writ, order, decree or process of any court, or in case disbursement of Escrow Funds is stayed or enjoined by any court order, Escrow Agent is authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders, decrees or process so entered or issued, including but not limited to those which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction; and if Escrow Agent relies upon or complies with any such writ, order, decree or process, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even if such order is reversed, modified, annulled, set aside or vacated.

(g) Escrow Agent and any stockholder, director, officer or employee of Escrow Agent may buy, sell and deal in any of the securities of any other party hereto and contract and lend money to any other party hereto and otherwise act as fully and freely as though it were not Escrow Agent under this Agreement. Nothing herein shall preclude Escrow Agent from acting in any other capacity for any other party hereto or for any other person or entity.

(h) In the event instructions, including funds transfer instructions, address change or change in contact information are given to Escrow Agent (other than in writing at the time of execution of this Agreement), whether in writing, by facsimile or otherwise, Escrow Agent is authorized but shall not be required to seek confirmation of such instructions by telephone call-back to any person designated by the instructing party on Schedule C hereto, and Escrow Agent may rely upon the confirmation of anyone purporting to be a person so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Escrow Agent and shall be effective only after Escrow Agent has a reasonable opportunity to act on such changes. If Escrow Agent is unable to contact any of the designated representatives identified in Schedule C, Escrow Agent is hereby authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to any one or more of Depositor's or Recipient's executive officers ("Executive Officers"), as the case may be, which shall include the titles of Chief Executive Officer, President and Vice President, as Escrow Agent may select. Such Executive Officer shall deliver to Escrow Agent a fully executed incumbency certificate, and Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. Depositor and Recipient agree that Escrow Agent may at its option record any telephone calls made pursuant to this Section. Escrow Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Depositor or Recipient to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than

the beneficiary's bank or an intermediary bank so designated. Depositor and Recipient acknowledge that these optional security procedures are commercially reasonable.

11. Indemnification of Escrow Agent. Depositor and Recipient, jointly and severally, shall indemnify and hold harmless Escrow Agent and each director, officer, employee and affiliate of Escrow Agent (each, an "Indemnified Party") upon demand against any and all claims (whether asserted by Depositor, Recipient or any other person or entity and whether or not valid), actions, proceedings, losses, damages, liabilities, penalties, costs and expenses of any kind or nature (including without limitation reasonable attorneys' fees, costs and expenses) (collectively, "Losses") arising from this Agreement or Escrow Agent's actions hereunder, except to the extent such Losses are finally determined by a court of competent jurisdiction, which determination is not subject to appeal, to have been directly caused solely by the gross negligence or willful misconduct of such Indemnified Party in connection with Escrow Agent's material breach of this Agreement. Depositor and Recipient further agree, jointly and severally, to indemnify each Indemnified Party for all costs, including without limitation reasonable attorneys' fees, incurred by such Indemnified Party relating to the enforcement of Depositor's and Recipient's obligations hereunder. Each Indemnified Party shall, in its sole discretion, have the right to select and employ separate counsel with respect to any action or claim brought or asserted against it, and the reasonable fees of such counsel shall be paid upon demand by Depositor and Recipient jointly and severally. The obligations of Depositor and Recipient under this Section shall survive any termination of this Agreement and the resignation or removal of Escrow Agent.

12. Compensation of Escrow Agent.

(a) Fees and Expenses. Depositor and Recipient agree, jointly and severally, to compensate Escrow Agent upon demand for its services hereunder in accordance with Schedule B attached hereto. The obligations of Depositor and Recipient under this Section shall survive any termination of this Agreement and the resignation or removal of Escrow Agent.

(b) Disbursements from Escrow Funds to Pay Escrow Agent. Escrow Agent is authorized to, and may disburse to itself from the Escrow Funds, from time to time, the amount of any compensation and reimbursement of expenses due and payable hereunder (including any amount to which Escrow Agent or any other Indemnified Party is entitled to seek indemnification hereunder). Escrow Agent shall notify Depositor and Recipient of any such disbursement from the Escrow Funds to itself or any other Indemnified Party and shall furnish Depositor and Recipient copies of related invoices and other statements.

(c) Security and Offset. Depositor and Recipient hereby grant to Escrow Agent and the other Indemnified Parties a first priority security interest in, lien upon and right of offset against the Escrow Funds with respect to any compensation or reimbursement due any of them hereunder (including any claim for indemnification hereunder). If for any reason the Escrow Funds are insufficient to cover such compensation and reimbursement, Depositor and Recipient shall promptly pay such amounts upon receipt of an itemized invoice.

13. Representations and Warranties. Depositor and Recipient each respectively make the following representations and warranties to Escrow Agent:

(a) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and this Agreement has been duly approved by all necessary action and constitutes its valid and binding agreement enforceable in accordance with its terms.

(b) each of the applicable persons designated on Schedule C attached hereto has been duly appointed to act as its authorized representative hereunder and individually has full power and authority on its behalf to execute and deliver any instruction or direction, to amend, modify or waive any provision of this Agreement and to take any and all other actions as its authorized representative under this Agreement and no change in designation of such authorized representatives shall be effective until written notice of such change is delivered to each other party to this Agreement pursuant to Section 15 and Escrow Agent has had reasonable time to act upon it.

(c) the execution, delivery and performance of this Agreement by Escrow Agent does not and will not violate any applicable law or regulation and no printed or other material in any language, including any prospectus, notice, report, and promotional material that mentions "U.S. Bank" or any of its affiliates by name or the rights, powers, or duties of Escrow Agent under this Agreement shall be issued by any other parties hereto, or on such party's behalf, without the prior written consent of Escrow Agent.

(d) it will not claim any immunity from jurisdiction of any court, suit or legal process, whether from service of notice, injunction, attachment, execution or enforcement of any judgment or otherwise.

(e) there is no security interest in the cash fund or any part thereof; no financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the Escrow Funds or any part thereof.

14. Identifying Information. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, Escrow Agent requires documentation to verify its formation and existence as a legal entity. Escrow Agent may require financial statements, licenses or identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. Depositor and Recipient agree to provide all information requested by Escrow Agent relating to any legislation or regulation to which Escrow Agent is subject, in a timely manner. Escrow Agent's appointment and acceptance of its duties under this Agreement is contingent upon verification of all regulatory requirements applicable to Depositor, Recipient and any of their permitted assigns, including successful completion of a final background check. These conditions include, without limitation,

requirements under the USA PATRIOT Act, the USA FREEDOM Act, the Bank Secrecy Act, and the U.S. Department of the Treasury Office of Foreign Assets Control. If these conditions are not met, Escrow Agent may at its option promptly terminate this Agreement in whole or in part or refuse any otherwise permitted assignment by Depositor or Recipient, without any liability or incurring any additional costs.

15. Notices. All notices, approvals, consents, requests and other communications hereunder must be in writing (and any communication sent to Escrow Agent hereunder must be in the form of a document that is signed manually or by way of a digital signature provided via DocuSign (or such other digital signature provider as specified in writing to Escrow Agent by either Depositor or Recipient) or an electronic copy thereof), in English, and may only be delivered (a) by personal delivery, or (b) by national overnight courier service, or (c) by certified or registered mail, return receipt requested, or (d) by facsimile transmission, with confirmed receipt or (e) by email by way of a PDF attachment thereto. Notice shall be effective upon receipt except for notice via email, which shall be effective only when the recipient, by return email or notice delivered by other method provided for in this Section, acknowledges having received that email (with an automatically generated receipt or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section). Such notices shall be sent to the applicable party or parties at the address specified below:

If to Depositor or Depositor Representative, at:

Matthew Sherbine
Township Supervisor, Chairman
32691 Route 66
Leeper, PA 16233-0148
Telephone: 814-744-8523
Facsimile: 814-744-8027
E-mail: farmtwp1@zoominternet.net

If to Recipient or Recipient Representative, at:

Andrew L. Swope
Vice President, General Counsel and Secretary
852 Wesley Drive, Mechanicsburg, PA, 17055
Telephone: 717-550-1560
Facsimile: 717-550-1255
E-mail: andrew.swope@amwater.com

If to Escrow Agent, at:

U.S. Bank Trust Company National Association, as Escrow Agent
ATTN: Global Corporate Trust Services
Address: 50 S. 16th Street, Suite 2000
Philadelphia, PA 19102
Telephone: 215-761-9315
Facsimile: 215-761-9412
E-mail: gregory.guim@usbank.com

and to:

U.S. Bank Trust Company, National Association
ATTN: TFM Corporate Escrow Team
Address: TFM Corporate Escrow
60 Livingston Avenue, EP-MN-WS3T
St. Paul, MN 55107
Telephone: 651-466-6224
Facsimile: 866-691-4161
E-mail: tfmcorporateescrowshared@usbank.com

or to such other address as each party may designate for itself by like notice and unless otherwise provided herein shall be deemed to have been given on the date received. Depositor and Recipient agree to assume all risks arising out of the use of digital signatures and electronic methods to submit instructions and directions to Escrow Agent, including without limitation the risk of Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

16. Amendment and Assignment. None of the terms or conditions of this Agreement may be changed, waived, modified, discharged, terminated or varied in any manner whatsoever unless in writing duly signed by each party to this Agreement. No course of conduct shall constitute a waiver of any of the terms and conditions of this Agreement, unless such waiver is specified in writing, and then only to the extent so specified. No party may assign this Agreement or any of its rights or obligations hereunder without the written consent of the other parties, provided that if Escrow Agent consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including the escrow contemplated by this Agreement) to another entity, the successor or transferee entity without any further act shall be the successor Escrow Agent.

17. Governing Law, Jurisdiction and Venue. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Pennsylvania without giving effect to the conflict of laws principles thereof that would require the application of any other laws. Each of the parties hereto irrevocably (a) consents to the exclusive jurisdiction and venue of the state and federal courts in the State of Pennsylvania in connection with any matter arising out of this Agreement, (b) waives any objection to such jurisdiction or venue (c) agrees not to commence any

legal proceedings related hereto except in such courts, (d) consents to and agrees to accept service of process to vest personal jurisdiction over it in any such courts made as set forth in Section 15 and (e) waives any right to trial by jury in any action in connection with this Agreement.

18. Entire Agreement, No Third-Party Beneficiaries. This Agreement constitutes the entire agreement between the signatory parties hereto relating to the holding, investment and disbursement of Escrow Funds and sets forth in their entirety the obligations and duties of Escrow Agent with respect to Escrow Funds. This Agreement and any Joint Written Direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. The section headings appearing in this instrument have been inserted for convenience only and shall be given no substantive meaning or significance whatsoever in construing the terms and conditions of this Agreement. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the signatory parties hereto and the Indemnified Parties any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

FARMINGTON TOWNSHIP, CLARION COUNTY
By: _____
Name: _____
Title: _____

PENNSYLVANIA-AMERICAN WATER COMPANY
By: _____
Name: _____
Title: Vice President, Treasurer and Comptroller

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as Escrow Agent

By: _____
Name: _____
Title: _____

SCHEDULE A

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

Investment Authorization Form

U.S. BANK MONEY MARKET DEPOSIT ACCOUNT

DESCRIPTION AND TERMS

The U.S. Bank Money Market Deposit Account is a U.S. Bank National Association ("U.S. Bank") interest-bearing money market deposit account designed to meet the needs of U.S. Bank's Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank's discretion and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as agent for its Corporate Trust customers. U.S. Bank's Corporate Trust Services Escrow Group performs all account deposits and withdrawals. Deposit accounts are FDIC insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

U.S. BANK IS NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR FINANCIAL ADVISOR.

AUTOMATIC AUTHORIZATION

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Deposit Account. The customer(s) confirm that the U.S. Bank Money Market Deposit Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

SCHEDULE B

Schedule of Fees for Services as Escrow Agent

Fee and Services Schedule

One-Time Escrow Agent Fee: **$_____**

A one-time administration fee for performance of the routine duties of the Escrow Agent associated with the management of the account. Administration fees are payable in advance without proration for partial years.

Out-of-Pocket Expenses: **At Cost**

Reimbursement of reasonable expenses associated with the performance of Escrow Agent's duties, including but not limited to fees and expenses of legal counsel, accountants and other agents, tax preparation, reporting and filing, publications, and filing fees.

Extraordinary fees are payable to the Escrow Agent for duties or responsibilities not expected to be incurred at the outset of the transaction, not routine or customary, and not incurred in the ordinary course of business. Payment of extraordinary fees is appropriate where particular inquiries, events or developments are unexpected, even if the possibility of such things could have been identified at the inception of the transaction. Extraordinary services might include, without limitation, amendments or supplements, specialized reporting, non-routine calculations, foreign currency conversions, use investments not automated with the Escrow Agent's trust accounting system, and actual or threatened litigation or arbitration proceedings.

SCHEDULE C

Each of the following person(s) is a **Depositor Representative** authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Depositor's behalf (only one signature required):

_____	_____	_____
Name	Specimen signature	Telephone No.
_____	_____	_____
Name	Specimen signature	Telephone No.

If only one person is identified above, the following person is authorized for call-back confirmations:

_____	_____
Name	Telephone Number

Each of the following person(s) is a **Recipient Representative** authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Recipient's behalf (only one signature required):

_____	_____	_____
Name	Specimen signature	Telephone No.
_____	_____	_____
Name	Specimen signature	Telephone No.
_____	_____	_____
Name	Specimen signature	Telephone No.

If only one person is identified above, the following person is authorized for call-back confirmations:

_____	_____
Name	Telephone Number

ATTACHMENT 1

FORM OF JOINT WRITTEN DIRECTION

[To be completed on closing]

U.S. Bank Trust Company, National Association, as Escrow Agent

ATTN: Global Corporate Trust Services

Address: _____

RE: ESCROW AGREEMENT made and entered into as of [ ] by and among [ ] ("Depositor"), [ ] ("Recipient") and U.S. Bank Trust Company, National Association, in its capacity as escrow agent (the "Escrow Agent").

Pursuant to Section 4 of the above-referenced Escrow Agreement, Depositor and Recipient hereby instruct Escrow Agent to disburse the amount of [$_____] from the Escrow Account to [Depositor][Recipient], as provided below:

Depositor	Recipient
Bank Name: _____	Bank Name: _____
Bank Address: _____	Bank Address: _____
ABA No.: _____	ABA No.: _____
Account Name: _____	Account Name: _____
Account No.: _____	Account No.: _____

[Depositor]

By: _____

Name: _____

Date: _____

[Recipient]

By: _____

Name: _____

Date: _____

SCHEDULE 2.02
EXCLUDED ASSETS

QTY	DESCRIPTION OF ITEM	BRAND	MODEL	VIN NUMBER	CONDITION
1	TRUCK	RAM	2500	3C6UR5CL5LG120801	LIKE NEW

SCHEDULE 4.05
CONSENTS AND APPROVALS OF SELLER

NONE.

SCHEDULE 4.09
FEE SIMPLE PROPERTY

Grantor	Grantee	Date Signed	Date Recorded	Book and Page	Instrument Number	Parcel Number
John W. Muntz, Jr.	Farmington Township	2/23/2000	3/8/2000	0529/0253	2000-0932	10-050-072-001-00

SCHEDULE 4.09
EASEMENTS

Last Name	First Name	Date Signed	Date Recorded	Book and Page	Instrument Number	Parcel Number
Brannan	Thomas & Cynthia	7/28/2006	9/28/2006	0712/1151	2006-4970	10-023-029
Heasley	Larry	7/12/2006	9/28/2006	0713/0025	2006-4986	10-036-069
Stadler	Gerald & Margaret	6/19/2006	9/28/2006	0713/0283	2006-5046	10-030-104-000
	Bishop of the Roman Catholic	6/30/2006	9/28/2006	0713/0207	2006-5027	10-036-013-009
	Bishop of the Roman Catholic	6/30/2006	9/28/2006	0712/1126	2006-4964	10-036-013-009
	Bishop of the Roman Catholic	6/30/2006	9/28/2006	0713/0203	2006-5026	10-036-013-006
	S & T Bank Trust	5/22/2006	9/28/2006	0713/0182	2006-5022	10-036-013-000
Kahle	Carl & Lori	5/26/2006	9/28/2006	0713/0041	2006-4990	10-036-013-003
Kline	Shawn & Tami	6/2/2006	9/28/2006	0713/0055	2006-4993	10-030-126-002
Lauer	Patrick	5/26/2006	9/28/2006	0713/0075	2006-4998	10-036-013-012
Delo	Robert & Francine	8/3/2001	7/17/2002	0584/0094	2002-3772	10-060-173-001
Frazier	Frank	8/3/2001	7/17/2002	0584/0097	2002-3773	10-051-51
Mchelhinny, INC	Mark S.	1/30/2007	2/5/2007	0723/0131	2007-597	10-061-090-000
	TMMG Inc.	8/31/2006	2/5/2007	0723/0128	2007-596	10-060-090-000
Culp	Lewis & Carol	3/5/2008	3/5/2008	0764/1182	2008-3351	10-030-105-000
Fye	Gary & Angela	7/17/2002	7/29/2001	0584-0064	2002-3762	10-050-180
Fitzgerald	William & Judith	7/17/2002	8/1/2001	0584-0067	2002-3763	10-052-099
Lauer	Patrick & Anita	5/26/2006	9/28/2006	0713-0067	2006-4996	10-036-013-008
Neurohr Jr.	Earl F.	5/26/2006	9/28/2006	0713-0139	2006-5012	10-023-013-000
Peters	Albert & Ellen	5/25/2006	9/28/2006	0713-0161	2006-5017	10-036-011-000
Schwabenbauer	Paul & Elsie	5/25/2006	10/3/2006	0713-0915	2006-5179	10-036-013-010
Shaftic	James & Sherry	7/14/2006	9/28/2006	0713-0194	2006-5024	10-036-013-007
Means	Kenneth & Valerie	6/16/2006	9/28/2006	0713-0279	2006-5045	10-030-125-002
Luniewski	Ronald & Rita	5/25/2006	9/28/2006	0713-0088	2006-5001	10-023-031-000
McCloskey	Agnes R.	7/19/2006	9/28/2006	0713-0117	2006-5007	10-036-016-000
Liston	Elmer & Marilyn	5/26/2006	9/28/2006	0713-0084	2006-5000	10-036-013-008-01
Lauer	Patrick & Anita	5/26/2006	9/28/2006	0713-0071	2006-4977	10-036-013-008
Limrick	Joseph & David	5/26/2006	9/28/2006	0713-0079	2006-4999	10-023-023-000
Gibson	Adam Troy	8/1/2001	7/17/2002	0584-0070	2002-3764	10-050-022

Gibson Jr.	Raymond M.	8/1/2001	7/17/2002	0584-0073	2002-3765	10-050-021
Heasley	Arlene G.	8/1/2001	7/17/2002	0584-0076	2002-3766	10-052-095
Heasley	Arlene G.	8/1/2001	7/17/2002	0584-0079	2002-3767	10-052-096
Heasley	Arlene G.	8/1/2001	7/17/2002	0584-0082	2002-3768	10-052-032
Heasley	Diane M.	8/1/2001	7/17/2002	0584-0085	2002-3769	10-052-094
Sleppy	Gregory & Lynne	8/1/2001	7/17/2002	0584-0088	2002-3770	10-061-096
Bedow	Rodney	8/3/2001	7/17/2002	0584-0091	2002-3771	10-050-041
Eisenman	Walter & Mary	8/6/2001	7/17/2002	0584-0100	2002-3774	10-060-176
Hetrick	Kenneth & Christina	8/8/2001	7/17/2002	584-103	2002-3775	10-051-011-000
Young	Mark & Robyn	5/20/2002	7/17/2002	0583-1084	2002-3702	10-051-087
Siegel	Daniel & Jill	2/22/2002	7/17/2002	0583-1087	2002-3703	10-051-075
Weaver	Barry & Gretta	5/22/2002	7/17/2002	0583-1090	2002-3704	10-051-018
Bendal	Larry & Rhonda	6/7/2002	7/17/2002	0583-1099	2002-3707	10-060-170-001
Moore	Berniece H.	8/15/2001	7/17/2002	0583-1105	2002-3709	10-050-203
Nale	Clyde & Elizabeth	8/15/2001	7/17/2002	0583-1108	2002-3710	10-050-061-003
Nale	Clyde & Elizabeth	8/15/2001	7/17/2002	0583-1111	2002-3711	10-050-061-004
Pfendler	James A.	8/15/2001	7/17/2002	0583-1114	2002-3712	10-020-253
Russell	Kenneth & Julia	8/15/2001	7/17/2002	0583-1117	2002-3713	10-051-005
Russell	Kenneth & Julia	8/15/2001	7/17/2002	0583-1120	2002-3714	10-051-006
Schmader	Michael & Sandra	8/15/2001	7/17/2002	0583-1123	2002-3715	10-050-040-001
McLaughlin, Jr	Patrick G.	5/30/2006	9/28/2006	0713-0131	2006-5010	10-036-035-000
Vater	Bernard & Kathleen	5/26/2006	9/28/2006	0713-0236	2006-5035	10-023-020-000
McLughlin, Jr.	Patrick G.	5/30/2006	9/28/2006	0713-0127	2006-5009	10-036-034-001
Kurtzhals	Theodore & Susanna	5/26/2006	9/28/2006	0713-0063	2006-4995	10-036-013-001
Kurtzhals	Jola	6/1/2006	9/28/2006	0713-0059	2006-4994	10-036-017-000
Keast	Michael William, Wyatt, & Patrick	6/3/2006	9/28/2006	0713-0051	2006-4992	10-036-040-000
Jones	Jimmy & Janice	5/26/2006	9/28/2006	0713-0037	2006-4989	10-036-045-000
Jacobs	Robert A.	7/11/2006	9/28/2006	0713-0033	2006-4988	10-023-017-000
McCloskey	John P. & Joan W.	7/19/2006	9/28/2006	0713-0112	2006-5006	10-036-019-000
McCloskey	John P. & Joan W.	7/19/2006	9/28/2006	0713-0102	2006-5004	10-036-021-000

McCloskey	John P. & Joan W.	7/19/2006	9/28/2006	0713-0107	2006-5005	10-036-015-000
McFarland	Melvin W.	6/6/2006	9/28/2006	0713-0122	2006-5008	10-023-003-000
Morris	Donald	5/25/2006	9/28/2006	0713-0135	2006-5011	10-036-072-000
McCloskey	John P. & Joan W.	7/19/2006	9/28/2006	0713-0097	2006-5003	10-036-016-001
	Cradon, Inc.	8/17/2001	7/17/2002	0585-0167	2002-3796	10-052-013
Hoover	Michael E.	2/20/2002	7/19/2002	0584-1027	2002-4032	10-051-085
Wolberet	Francis E. & Debroah A.	2/18/2002	7/19/2002	0584-1012	2002-4027	10-051-032
Hepler	Robert J.	2/26/2002	7/19/2002	0584-1108	2002-4059	10-050-042
Gatesman Judy	Jeffrey M. & Vicki L.	2/20/2002	7/19/2002	0584-0993	2002-4022	10-051-038
Judy	Jeffrey M. & Vicki L.	8/30/2002	9/10/2002	0588-0919	2002-5063	10-051-030
Kahle	David A. & Barbara	8/31/2001	7/17/2002	0584-0391	2002-3856	10-050-056
Carroll	Jane E.	8/31/2001	7/17/2002	0584-0376	2002-3857	10-050-192-001
Kahle Hollis	Lori J.	8/31/2001	7/17/2002	0584-379	2002-3852	10-050-163-005
Kahle	David A. & Barbara A.	8/31/2001	7/17/2002	0584-0385	2002-3854	10-052-060-001
Kahle	David A. & Barbara A.	8/31/2001	7/17/2002	0584-0388	2002-3855	10-052-060-002
Sauerland	Scott S. & Vivian R.	8/30/2001	7/17/2002	0584-0361	2002-3846	10-051-062
Schwab	Dallas Edward & Janet A.	8/30/2001	7/17/2002	0584-0364	2002-3847	10-051-022-004
Schwab	Dallas Edward & Janet A.	8/30/2001	7/17/2002	0584-0367	2002-3848	10-051-021
Allio	John & Sandra	8/31/2001	7/17/2002	0584-0370	2002-3849	10-060-177-002
Becker	Barbara & George E.	8/31/2001	7/17/2002	0584-0373	2002-3850	10-050-181
Andre	Christopher T.	8/25/2001	7/17/2002	0584-0007	2002-3743	10-052-036
Ochs	John A.	8/25/2001	7/17/2002	0584-0010	2002-3744	10-052-037
Ochs	John A.	8/25/2001	7/17/2002	0584-0013	2002-3745	10-052-038
Ochs	John A.	8/25/2001	7/17/2002	0584-0016	2002-3746	10-052-042
Butler Jr.	James J	8/27/2001	7/17/2002	0584-0019	2002-3747	10-050-015
Dunham	Marlene D. & Gary	8/27/2001	7/17/2002	0584-0022	2002-3748	10-060-173-001
Schill	Stephen & Darlene L.	8/27/2001	7/17/2002	0584-0025	2002-3749	10-050-032-002
McElhinney	Mary C.	7/15/2002	8/23/2002	0587-0550	2002-4741	10-051-081
Kamon	Louis & Delores	8/5/2002	8/5/2002	0586-0184	2002-4382	10-051-23-002
Bauer	Jeffrey A.	3/17/2004	5/18/2004	0641-0259	2004-2750	10-040-077-001
Hall	Joseph R. & Anita J.	5/22/2002	7/17/2002	0583-1093	2002-3705	10-051-080

Hall	Joseph R. & Anita J.	5/22/2002	7/17/2002	0583-1096	2002-3706	10-051-081-002
Schroeder	John K. Jr. & Heather	4/12/2002	7/17/2002	0583-1081	2002-3701	10-051-080-001
Bauer	Ronald F. & Wilbur L.	9/1/2001	7/17/2002	0584-0433	2002-3870	10-052-117
Schmader	Larry D. & Gary N.	8/31/2001	7/17/2002	0584-0440	2002-3872	10-052-013-001
Jackson	George A. Jr. & Cathy A.	8/31/2001	7/17/2002	0584-0444	2002-3873	10-060-172
Mueller	Andrew D.	8/30/2001	7/17/2002	0584-0355	2002-3844	10-052-097
Pearson	Richard & Yvonne	8/30/2001	7/17/2002	0584-0358	2002-3845	10-052-068-002
Davis	John Willaim & Christina Lynn	8/20/2001	7/17/2002	0583-1147	2002-3723	10-051-093
Gilbert	Kenneth E. & Patricia L.	8/20/2001	7/17/2002	0583-1150	2002-3724	10-052-034
Gilbert	Kenneth E. & Patricia L.	8/20/2001	7/17/2002	0583-1153	2002-3725	10-052-035
Henry	Warren D. II & Martha W.	8/20/2001	7/17/2002	0583-1156	2002-3726	10-051-099
Ochs	Nelson C. & Nancy A.	8/20/2001	7/17/2002	0583-1159	2002-3727	10-050-034-006
	Tylersburg Bible Missionary Church	8/20/2001	7/17/2002	0583-1162	2002-3728	10-050-061-005
Schmader	Melinda L. & Duane V.	8/21/2001	7/17/2002	0583-1165	2002-3729	10-061-093
Caswell	Richard S. & Lisa E.	8/22/2001	7/17/2002	0583-1168	2002-3730	10-052-093
Ochs	Eugene T.	8/22/2001	7/17/2002	0583-1171	2002-3731	10-051-008
Watkins	Emma	8/23/2001	7/17/2002	0583-1174	2002-3732	10-051-090
Bauer	Wilbur L. & Faye E.	8/24/2001	7/17/2002	0583-1177	2002-3733	10-052-077
Borland	Gregory G. & Kimberly A.	8/24/2001	7/17/2001	0583-1180	2002-3734	10-052-114-001
Borland	Gregory G. & Kimberly A.	8/24/2001	7/17/2002	0583-1183	2002-3735	10-052-115
	Borland Funeral Home, Inc.	8/24/2001	7/17/2002	0583-1186	2002-3736	10-052-116
Gesin	Merle E.	8/24/2001	7/17/2002	0583-1189	2002-3737	10-052-046
Ochs	Henry C. & Marian C.	8/24/2001	7/17/2002	0583-1192	2002-3738	10-052-055
Kamon	Louis D. & Dolores	9/4/2022	9/10/2002	0588-0922	2002-5064	10-051-023-002
Schwabenbauer	Charles J.	7/13/2002	8/23/2002	0587-0566	2002-4746	10-051-007
Marshall	Larry L. & Georgia R.	8/7/2002	8/23/2002	0587-0562	2002-4745	10-050-184
Grace M. Sloan Trust	Jacqueline Sloan Lewis Trustee	7/31/2002	8/23/2002	0587-0559	2002-4744	10-051-003
Nemcik	Ethan L. Laurie A.	7/25/2002	8/23/2002	0587-0556	2002-4743	10-050-018
Bauer	Victor	7/17/2002	8/23/2002	0587-0553	2002-4742	10-051-044
Smathers	Jeffrey L. & Cynthia L.	5/16/2002	8/23/2002	0587-0547	2002-4740	10-051-071
	Long Acres Potato Farms	6/25/2002	7/17/2002	0584-0214	2002-3808	10-060-170

Beck	Doris J.	6/4/2002	7/17/2002	0584-0210	2002-3807	10-060-170
Bendal	Larry R. & Rhonda	6/7/2002	7/17/2002	0584-0206	2002-3806	10-061-088
Distefano	Vincent R. & Angeline R.	6/15/2006	9/28/2006	0713-0391	2006-5069	10-050-163-001
Cyphert	Donald J. & Marie P.	5/25/2006	9/28/2006	0713-0387	2006-5068	10-050-171-000
Bauer	Walter W.	5/26/2006	9/28/2006	0713-0383	2006-5067	10-040-084-000
Bauer	Roger R. & Patricia M.	6/1/2006	9/28/2006	0713-0351	2006-5062	10-040-069-001
Bauer	Roger R.	5/26/2006	9/28/2006	0713-0346	2006-5061	10-040-069-000
Bauer	Robert A. & Diane	6/21/2006	9/28/2006	0713-0342	2006-5060	10-040-076-000
Bauer	Raymond W. & Diane Marie	7/6/2006	9/28/2006	0713-0338	2006-5059	10-040-077-000
Bauer	M. Francis	7/10/2006	9/28/2006	0713-0334	2006-5058	10-040-068-000
Bauer	Jeffrey A. & Marie	7/7/2006	9/28/2006	0713-0330	2006-5057	10-040-077-001
Bauer	James T. & Margaret M.	7/27/2006	9/28/2006	0713-0326	2006-5056	10-040-080-000
Bauer	Gerlad A. Bauer, Trustee & Agnes P. Bauer, Trustee	5/26/2006	9/28/2006	0713-0321	2006-5055	10-050-160-000
Fisher	Donald M. & Brenda J.	5/16/2006	9/28/2006	0713-0317	2006-5054	10-036-046-000
Crispen	Paul W. & Wanda K.	5/26/2006	9/28/2006	0713-0313	2006-5053	10-023-006-000
	Deborah L. Wilson, Bonnie S. Wolbert & Roger J. Wolbert	6/26/2006	9/28/2006	0713-0309	2006-5052	10-036-042-000
Fisher	Donald M. & Brenda J.	5/16/2006	9/28/2006	0713-0300	2006-5050	10-036-031-000
McCloksey	John P. & Joan W.	7/19/2006	9/28/2006	0713-0291	2006-5048	10-036-018-000
Yerace	Joseph, Frank A., Joseph A.	6/16/2006	9/28/2006	0713-0248	2006-5038	10-023-018-000
Wolbert & McNair	Duane F. Wolbert & Victoria L. McNair	5/26/2006	9/28/2006	0713-0244	2006-5037	10-036-024-000
Stoner	Sherry	6/23/2006	9/28/2006	0713-0219	2006-5030	10-023-019-000
Szymkiewicz	Thomas A. & Marcia	6/9/2006	9/28/2006	0713-0232	2006-5033	10-023-002-000
Stofko	Ralph & Carolyn	6/9/2006	9/28/2006	0713-0228	2006-5032	10-023-011-000
Stricklin	Robert E. & Judy M.	6/28/2006	9/28/2006	0713-0223	2006-5031	10-023-011-000
Stets	Janet R.	6/16/2006	9/28/2006	0713-0215	2006-5029	10-036-070-000
	Sportsman's Paradies, Inc.	*7/7/2006*	*9/28/2006*	*0713-0198*	*2006-5025*	*10-036-029-000*
Sabella	Johnathon G. & Timothy E.	5/25/2006	9/28/2006	0713-0189	2006-5023	10-030-127-000
Plummer	Robert D. & Ann	7/12/2006	9/28/2006	0713-0177	2006-5021	10-020-236-000

Piriano	Gary F.	5/19/2006	9/28/2006	0713-0173	2006-5020	10-023-014-000
Cornecki	Jerry & Sherry	9/26/2006	10/24/2006	0715-0696	2006-5611	10-036-020-000
Skendall	John F. & Janice M.	9/7/2006	10/24/2006	0715-0692	2006-5610	10-036-033-000
Huet	Ronald E. & Cathy J.	6/21/2006	9/28/2006	0713-0399	2006-5071	10-050-148-000
Brazier	Edward J. & Linda R.	5/25/2006	9/28/2006	0712-1198	2006-4981	10-036-032-000
Bauer Jr.	Lawrence James	6/22/2006	9/28/2006	0713-0428	2006-5078	10-050-161-000
Zerbe	DeWayne H.	6/1/2006	9/28/2006	0713-0424	2006-5077	10-040-081-000
Zerbe	DeWayne H. & Jane	6/1/2006	9/28/2006	0713-0420	2006-5076	10-040-082-000
Weiser	Paul H. & Vivian	6/13/2006	9/28/2006	0713-0416	2006-5075	10-050-155-000
Ochs	Theodore W. & Janet M.	6/8/2006	9/28/2006	0713-0412	2006-5074	10-050-148-002
Ochs	Theodore W.	6/8/2006	9/28/2006	0713-0407	2006-5073	10-050-150-000
*Ochs	*Matthew G.*	*7/6/2006*	*9/28/2006*	*0713-0403*	*2006-5072*	*10-050-156-001*
Hoover	Edward J. & Jessie M.	5/30/2006	9/28/2006	0713-0395	2006-5070	10-050-157-000
Pearce	Mary C.	5/25/2006	9/28/2006	0713-0157	2006-5016	10-036-025-000
Zimmerman	Donald C. & Scott D.	5/26/2006	9/28/2006	0713-0165	2006-5018	10-020-246-000
Pfendler	James A.	5/18/2006	9/28/2006	0713-0169	2006-5019	10-020-255-001
Olack	Marianne & Joseph	5/26/2006	9/28/2006	0713-0153	2006-5015	10-023-016-000
Ochs	Daniel J.	6/21/2006	9/28/2006	0713-0149	2006-5014	10-036-071-000
Bauer	Robert A. & Diana M.	7/13/2006	9/28/2006	0713-0436	2006-5080	10-040-079-001
McFarland	Kevin L.	5/25/2006	9/28/2006	0713-0432	2006-5079	10-050-154-000
Mitchell	Joseph D. & Monica A.	7/30/2001	7/17/2002	0584-0249	2002-3816	10-050-061
	North Clarion County School	8/13/2001	7/17/2002	0584-0254	2002-3817	10-060-178
Beck & Horner	Ethel M. Horner & Doris J. Beck	6/14/2002	7/17/2002	0584-0259	2002-3818	10-060-173
Beck & Horner	Ethel M. Horner & Doris J. Beck	6/14/2002	7/17/2002	0584-0266	2002-3819	10-060-174
Hedrick	Walter J.	8/20/2001	7/17/2002	0584-273	2002-3820	10-060-167
Distefano	Vincent R. & Angeline R.	10/1/2001	7/18/2002	0584-0616	2002-3927	10-050-163-001
Carroll	Robert B.	10/3/2001	7/18/2002	0584-0619	2002-3928	10-052-067
Distefano	Vincent & Georgette R.	10/3/2001	7/18/2002	0584-0622	2002-3929	10-050-194
Ochs	Regis W. Ochs Jr. Theodore W. Ochs	9/26/2001	7/17/2002	0584-0198	2002-3804	10-051-043
Newman	John M. & Tammie J.	5/20/2002	7/17/2002	0584-0202	2002-3805	10-060-168
Seigworth	Marjorie K.	2/15/2002	7/18/2002	0584-0797	2002-3983	10-060-177

Shucofsky	Richard & Barbara	2/15/2002	7/18/2002	0584-0800	2002-3984	10-060-247-001
Cyphert	Jeffrey P. and Roberta R.	10/15/2001	7/18/2002	0584-0803	2002-0803	10-052-013-002
Lutz & Nicgorski	Charles W. & Carolyn E.	10/31/2001	7/18/2002	0584-0807	2002-3986	10-050-060
Heasley	Larry D. & Mary Ellen	1/14/2002	7/18/2002	0584-0811	2002-3987	10-050-031
Wolcott	Martha E.	2/13/2002	7/18/2002	0584-0816	2002-3988	10-050-172
Seigworth	Clyde J. & Marjorie J.	2/15/2002	7/18/2002	0584-0822	2002-3989	10-060-175
Wilson	Stacy L. & Russell J.	2/20/2002	7/19/2002	0584-0976	2002-4018	10-051-001
	Tylersburg United Methodist Church	2/25/2002	7/19/2002	0584-1105	2002-4058	10-050-065
Stromyer	Larry R. & Betty A.	11/13/2001	7/18/2002	0584-0709	2002-3945	10-050-173-001
Weiser	Jeffrey P.	11/19/2001	7/18/2002	0584-0712	2002-3955	10-051-022
Weiser	Jeffrey P.	11/19/2001	7/18/2002	0584-0715	2002-3956	10-051-022-003
Kolan	Albert W.	11/19/2001	7/18/2001	0584-0718	2002-3957	10-051-059
Mcfarland	Rose Mary	2/22/2002	7/19/2002	0584-1081	2002-4050	10-052-108
Mulvehill	Catherine & Robert F. Jr.	2/22/2002	7/19/2002	0584-1084	2002-1084	10-050-006
Mulvehill	Catherine & Robert F. Jr.	2/22/2002	7/19/2002	0584-1087	2002-4052	10-050-007
Frost	David E.	2/22/2002	7/19/2002	0584-1021	2002-4030	10-051-068
Frost	David E.	2/20/2002	7/19/2002	0584-1024	2002-4031	10-051-069
Ion	Curtis S.	2/20/2002	7/19/2002	0584-1030	2002-4033	10-051-100
Lencer	Steven	2/20/2002	7/20/2002	0584-1033	2002-4034	10-020-251
Schwabenbauer	Gregory C.	2/20/2002	7/20/2002	0584-1036	2002-4035	10-051-076
Schwabenbauer	Roy J. & Vonda L.	2/20/2002	7/19/2002	0584-1039	2002-4036	10-050-064
Schwabenbauer	Roy J. & Vonda L.	2/20/2002	7/19/2002	0584-1040	2002-4037	10-051-083
Schwabenbauer	Roy J. & Vonda L.	2/20/2002	7/19/2002	0584-1045	2002-4038	10-051-077
Stelene	Yolanda M.	2/20/2002	7/19/2002	0584-1051	2002-4040	10-050-034-002
Stitt	Daniel E. & Holly L.	2/20/2002	7/19/2002	0584-1054	2002-4041	10-051-042
Walters	Raymond S. & Leslie A.	2/20/2002	7/19/2002	0584-1057	2002-4042	10-051-086
Wilson	Stacy L.	2/20/2002	7/19/2002	0584-1060	2002-4043	10-051-036
Barnes	Martha M.	7/24/2001	7/17/2002	0584-0058	2002-3760	10-051-040
Ochs	Rodney M. & Ruth A.	7/24/2001	7/17/2002	0584-0061	2002-3761	10-050-061-002
	Avron W. McKisson Estate	4/9/2002	7/17/2002	0584-0194	2002-3803	10-050-035
Kamon	Joseph E. & Nancy L.	2/22/2002	7/19/2002	0584-0997	2002-4023	10-051-023

	Good Shepard United Methodist Church, Inc.	2/25/2002	7/19/2002	0584-1001	2002-4024	10-060-172-001
McMaster	C. Dean & Linda L.	2/25/2002	7/19/2002	0584-1005	2002-4025	10-050-166
Bauer	Mark	2/20/2002	7/19/2002	0584-1015	2002-4028	10-051-045
Schwille	David P. & Andrea H.	7/18/2001	7/17/2002	0584-0049	2002-3757	10-052-076
Wile	Bonnie J. & Ray C.	5/26/2006	9/28/2006	0712-1168	2006-4974	10-036-027-000
Fuellhart	Janice B.	7/17/2006	9/28/2006	0713-0013	2006-4983	10-036-030-000
Pfaff	Harry	8/8/2001	7/17/2002	2002-3777	0584-0109	10-020-246
Donahue	Helen L. & John E.	8/10/2001	7/17/2002	2002-3778	0584-0112	10-051-026
Donahue	Helen L. & John E.	8/10/2001	7/17/2002	2002-3779	0584-0115	10-051-027
Donahue	Helen L. & John E.	8/10/2001	7/17/2002	2002-3781	0584-0121	10-051-025
	Car Mate Trailers, Inc.	8/13/2001	7/17/2002	2002-3782	0584-0124	10-052-023
Dinger	Herman Jr. & Esther L.	8/13/2001	7/17/2002	2002-3783	0584-0127	10-061-091
Hoover	Stephen P. & Brenda L.	8/13/2001	7/17/2002	2002-3784	0584-0130	10-052-092
Boyd	Patricia M.	8/30/2001	7/17/2002	2002-3830	0584-0313	10-052-044
Boyd	Patricia M.	8/30/2001	7/17/2002	2002-3831	0584-0316	10-052-065
Caldwell	Timothy L. & Vonda	8/30/2001	7/17/2002	2002-3832	0584-0319	10-052-069
Siegel	Heather Ann	8/31/2001	7/17/2002	2002-3863	0584-0412	10-051-041
Siegel	Heather Ann	8/31/2001	7/17/2002	2002-3864	0584-0415	10-051-042-001
Walter	William J. & Patricia A.	8/31/2001	7/17/2002	2002-3865	0584-0418	10-052-009
Wrentmore	Gene A. & Sylvia A.	8/31/2001	7/17/2002	2002-3866	0584-0421	10-052-047
Aaron	Bruce A.	9/1/2001	7/17/2002	2002-3867	0584-0424	10-051-053
Bauer	Henry E. & Heidi J	9/1/2001	7/17/2002	2002-3868	0584-0427	10-052-118
Bauer	Henry E. & Heidi J	9/1/2001	7/17/2002	2002-39869	0584-0430	10-052-011
Rathfon	Stanley R. & Donna L.	8/31/2001	7/17/2002	2002-3859	0584-0400	10-051-109
Aaron	Bruce A. & Leanne M.	6/9/2003	2/20/2004	2004-813	0633-0821	10-040-077-002
Whitney	Ralph	5/28/2003	2/20/2004	2004-814	0633-0824	10-040-072-005
Griebel	Lawrence J. & Lucille	5/28/2003	2/20/2004	2004-815	0633-0827	10-040-067-000
Moore	Walter L. Jr. & Donna L.	7/7/2003	2/20/2004	2004--789	0633-0729	10-050-197
Bauer	James T. & Margaret M.	7/2/2003	2/20/2004	2004-790	0633-0732	10-040-079-000
Bauer	James T. & Margaret M.	7/2/2003	2/20/2004	2004-791	0633-0735	10-040-080-000

	Bell Telephone Company of Pennsylvania, Bell Atlantic	5/14/2003	2/20/2004	2004-795	0633-0766	10-052-089
Schueler	Lawrence	4/15/2003	2/20/2004	2004-796	0633-0769	10-050-29
Yates	Camby A. & Luanne J. Farrell-Yates	4/18/2003	2/20/2004	2004-797	0633-0772	10-052-179
Mcfarland	Harold J.	4/18/2003	2/20/2004	2004-798	0633-0775	10-052-33
Kahle	Dennis R. & Robin S.	4/16/2003	2/20/2004	2004-799	0633-0778	10-050-058
Hurst	Lawrence E. & Thelma R.	4/1/2003	2/20/2004	2004-800	0633-0781	10-052-101
Klatenbach	Raymond W.	4/14/2003	2/20/2004	2004-801	0633-0784	10-050-159-000
Bauer	Donald L. & Mary A.	4/5/2003	2/20/2004	2004-802	0633-0787	10-040-085-004
Mcfarland	Kenneth L. and Patricia G.	4/1/2003	2/20/2004	2004-803	0633-0790	10-050-156-000
Griebel	Donald M.	4/29/2003	2/20/2004	2004-804	0633-0793	10-040-067-000
	Terry L. & Constance D. Driehaup	4/2/2003	2/20/2004	2004-805	0633-0796	10-050-034-003
Bauer	Roger R.	5/5/2003	2/20/2004	2004-806	0633-0799	10-040-069-000
Weiser	Paul H. & Vivian A.	5/1/2003	2/20/2004	2004-807	0633-0802	10-050-155-000
Weiser	Jeffrey P. & Jerrie D.	3/31/2003	2/20/2004	2004-808	0633-0805	10-050-155-001
Hall	William E. & Carol A.	3/28/2003	2/20/2004	2004-809	0633-0808	10-051-092-000
	Car Mate Trailers, Inc.	2/25/2003	2/20/2004	2004-810	0633-0811	10-052-017
Kocjanic	Rudolph J.	10/21/2002	2/20/2004	2004-811	0633-0815	10-050-003-000
Bedow	Rodney A.	7/29/2002	2/20/2004	2004-812	0633-0818	10-050-043
Slater	Joseph Francis	9/7/2001	7/18/2002	2002-3911	0584-0568	10-052-015
Doumont	Vivian J. & Beverly S.	9/28/2001	7/18/2002	2002-3937	0584-0653	10-050-037
Marshall, Becker, & Marshall	Doris, Barbara A. & Douglas K.	9/14/2001	7/18/2002	2002-3938	0584-0658	10-050-179
Rathfon	Stanley R. & Donna L.	8/31/2001	7/17/2002	2002-3860	0584-0403	10-052-051
Rathfon	Stanley R. & Donna L.	8/31/2001	7/17/2002	2002-3861	0584-0406	10-052-053
Siegel	Daniel M. & Linda M.	8/31/2001	7/17/2002	2002-3862	0584-0409	10-051-060
Rathfon	Lansing R. & Kimberly J.	8/31/2001	7/17/2002	2002-3858	0584-0397	10-051-108
Kahle	David & Barbara	8/31/2001	7/17/2002	2002-3857	0584-0394	10-052-058
Sherbine	Eugene J. & Dixie H.	8/15/2001	7/17/2002	2002-3716	0583-1126	10-052-072
Gazda	Stephen H. & Suzanne L.	5/25/2006	9/28/2006	2006-4985	0713-0021	10-023-032-001
Lauer	Gary J. & Debroah K.	5/28/2003	2/20/2004	2004-816	0633-0830	10-040-070-000

Heasley	Larry D.	1/14/2002	7/18/2002	2002-3972	0584-0763	10-052-040
Heasley	Larry D.	1/14/2002	7/18/2002	2002-3973	0584-0766	10-052-082
Snyder	Edwin J. & Betty L.	3/29/2002	7/19/2002	2002-4073	0584-1150	10-051-105
Snyder	Edwin J. & Betty L.	3/29/2002	7/19/2002	2002-4072	0584-1147	10-051-110
Berg	Fred R.	2/20/2002	7/19/2002	2002-4019	0584-0981	10-052-075
Heasley	Larry D.	1/14/2002	7/18/2002	2002-3975	0584-0772	10-052-048
Heasley	Norman E.	12/12/2001	7/18/2002	2002-3960	0584-0727	10-052-106
Heasley	Clyde E. & Darlene	12/4/2001	7/18/2002	2002-3958	0584-0721	10-050-032-003
Heasley	Norman E.	12/12/2001	7/18/2002	2002-3959	0584-0724	10-050-032
Heasley	Norman H. & Betty Louise	12/12/2001	7/18/2002	2002-3961	0584-0730	10-052-087
Heasley	Larry D.	1/14/2002	7/18/2002	2002-3969	0584-0754	10-052-026
Heasley	Larry D.	1/14/2002	7/18/2002	2002-3970	0584-0757	10-052-027
Mellon	Robert L. & Nancy S.	9/28/2001	7/18/2002	2002-3922	0584-0601	10-051-050
Mellon	Robert L. & Nancy S.	9/28/2001	7/18/2001	2002-3923	0584-0604	10-051-054
Mellon	Robert L. & Nancy S.	9/28/2001	7/18/2002	2002-3924	0584-0607	10-051-056
Wolbert	Robert G.	9/30/2001	7/18/2002	2002-3925	0584-0610	10-051-039
Distefano	Vincent R. & Georgetta R.	10/1/2001	7/18/2002	2002-3926	0584-0613	10-050-195
Guth	William E. & Allen J.	12/24/2001	7/18/2002	2002-3939	0584-0664	10-051-168
Gatesman Judy	Dana P. & Karen S.	10/3/2001	7/18/2002	2002-3940	0584-0667	10-050-097
Marshall	Richard	10/8/2001	7/18/2002	2002-3941	0584-0670	10-050-179-001
Cyphert	Jeffrey P. & Roberta R.	10/15/2001	7/18/2002	2002-3942	0584-0673	10-050-040
English	William G. & Verona L.	10/15/2001	7/18/2002	2002-3943	0584-0676	10-061-095
Barger	Richard A. & Bonnie M.	10/23/2001	7/18/2002	2002-3944	0584-0679	10-051-111
	Presbytarian Chruch and Cemetery	10/23/2001	7/18/2002	2002-3945	0584-0682	10-051-094
Schreiber	Elmer C. & Barbara A.	11/5/2001	7/18/2002	2002-3946	0584-0685	10-052-004
	Farmington Township	11/7/2001	7/18/2002	2002-3947	0584-0688	10-052-024
	Farmington Township	11/7/2001	7/18/2002	2002-3948	0584-0691	10-050-063
Hetrick	Timothy G. & Angela D	11/9/2001	7/18/2002	2002-3949	0584-0694	10-051-011
James	Ronald A. & Joann	11/9/2001	7/18/2002	2002-3950	0584-0697	10-020-255-001-001
Siegel	Delene A.	11/10/2001	7/18/2002	2002-3951	0584-0700	10-050-164
Wolbert	Ruth Ann	11/12/2001	7/18/2002	2002-3952	0584-0703	10-052-090

Leeper	Henry P. & Susan M.	8/30/2001	7/17/2002	2002-3840	0584-0343	10-052-107
Marshall	Douglas & Carol	8/30/2001	7/17/2002	2002-3841	0584-0346	10-050-177
Marshal	Willaim H.	8/30/2001	7/17/2002	2002-3842	0584-0349	10-051-046
Minnicks	Mark G.	8/30/2001	7/17/2001	2002-3843	0584-0352	10-052-053-001
	Michael A. Culp & Amanda L. Eisenman	5/26/2006	9/28/2006	2006-5041	0713-0262	10-030-100-000
Culp	Lewis J. & Carol J.	5/26/2006	9/28/2006	2006-5040	0713-0257	10-030-108-000
Chedwick	Harry A.	5/26/2006	9/28/2006	2006-4975	0712-1172	10-023-032-000
Cornecki	Jerry L. & Sherry	9/26/2006	10/24/2006	2006-5612	0715-0700	10-030-125-000
Hile	Vaun C. & Carolyn J.	6/7/2006	9/28/2006	2006-4987	0713-0029	10-023-034-000
Heasley	Mary Ellen & Larry D.	1/14/2002	7/18/2002	2002-3974	0584-0769	10-052-007
Heasley	Mary Ellen & Larry D.	1/14/2002	7/18/2002	2002-3976	0584-0776	10-052-083
Zerbe	Dewayne H.	6/30/2003	2/20/2004	2004-792	0633-0738	10-040-081-000
Bauer	Francis	7/12/2003	2/20/2004	2004-784	0633-0705	10-040-068-000
Troese	Richard M. & Henry A.	6/18/2003	2/20/2004	2004-785	0633-0708	10-050-196
Bauer	Raymond W. & Diane Marie	7/7/2003	2/20/2004	2004-787	0633-0722	10-040-077-000
Moore	Walter L. Jr. & Donna L.	7/7/2003	2/20/2004	2004-788	0633-0726	10-050-163-000
Harvey	Thomas P. & Madeline R.	2/21/2002	7/19/2002	2002-4046	0584-1069	10-051-091
Micholas	Linda J. & Randy S.	2/21/2002	7/19/2002	2002-4047	0584-1072	10-050-026
	Tylersburg Charge of the Western Pennsylvania Conference	2/21/2002	7/19/2002	2002-4048	0584-1075	10-052-021
Allio	Francis L. & Dorothy I.	2/22/2002	7/19/2002	2002-4049	0584-1078	10-051-017
	Mary G. Harriger & Linda H. McMaster & C. Dean McMaster	2/20/2002	7/19/2002	2002-4020	0584-0985	10-050-165
	Mary G. Harriger & Linda H. McMaster & C. Dean McMaster	2/20/2002	7/19/2002	2002-4021	0584-0989	10-050-166-002
Kerns	Nora Rebecca	9/15/2001	7/18/2002	2002-3918	0584-0589	10-052-073
Reitz	Brenda A.	9/15/2001	7/18/2002	2002-3919	0584-0592	10-050-167
	Marsha E.Black & Vivian J. Smith	9/21/2001	7/18/2002	2002-3920	0584-0595	10-050-034-005
Mellon	Robert L. & Nancy S.	9/28/2001	7/18/2002	2002-3921	0584-0598	10-051-048
Kline	Donald J. & Elaine	8/15/2001	7/17/2002	2002-3793	0584-0157	10-052-062

Kline	Mona Elaine & Donald J.	8/15/2001	7/17/2002	2002-3794	0584-0160	10-052-063
Oliver	Florine P. & Robert J.	8/15/2001	7/17/2002	2002-3795	0584-0163	10-050-013
Beary	Randy A. & Marianne	8/30/2001	7/17/2002	2002-3826	0584-0301	10-050-231-003
	Bernard Terpack & Glen Bee	8/17/2001	7/17/2002	2002-3797	0584-0171	10-050-020
Ochs	Eugene T.	8/22/2001	7/17/2002	2002-3798	0584-0175	10-051-009
Brooks	John M. & Frank J.	8/24/2001	7/17/2002	2002-3799	0584-0179	10-052-025
Brubaker	Brian F. & Eleanor F.	9/1/2001	7/18/2002	2002-3887	0584-0496	10-051-089
Ciccone	Mark	9/1/2001	7/18/2002	2002-3888	0584-0499	10-050-027
Cyphert	Deborah R.	9/1/2001	7/18/2002	2002-3889	0584-0502	10-020-250
Davis	George M. & Laura A.	9/1/2001	7/18/2002	2002-3890	0584-0505	10-050-052
Ditz	Harold A. & Rosella	9/1/2001	7/18/2002	2002-3891	0584-0508	10-050-183
Faltenovich	Joann E. & Thomas G.	9/1/2001	7/18/2002	2002-3892	0584-0511	10-061-089
Gragg	Marc D.	9/1/2001	7/18/2002	2002-3893	0584-0514	10-052-018
Hallman	Escoe D. & Elizateth A.	9/1/2001	7/18/2002	2002-3894	0584-0517	10-050-008
Kline	D.J.	8/15/2001	7/17/2002	2002-3790	0584-0148	10-052-060
Kline	Donald J. & Mona Elaine	8/15/2001	7/17/2002	2002-3791	0584-0151	10-052-064
Kline	Donald J. & Elaine	8/15/2001	7/17/2002	2002-3792	0584-0154	10-052-061
Henigin	Paula	9/1/2001	7/18/2002	2002-3896	0584-0523	10-050-028
Jankowiak	Christopher T. & Mary Anne	9/1/2001	7/18/2002	2002-3897	0584-0526	10-050-14
Kahle	Dennis Robert & Robin S.	9/1/2001	7/18/2002	2002-3898	0584-0529	10-050-057
Kahle	Nathan	9/1/2001	7/18/2002	2002-3899	0584-0532	10-050-061-006
Kahle	Nathan	9/1/2001	7/18/2002	2002-3900	0584-0535	10-051-023-001
Karg	James L. & Mary P.	9/1/2001	7/18/2002	2002-3901	0584-0538	10-050-175
Schmader	Beverly	9/1/2001	7/18/2002	2002-3902	0584-0541	10-052-105
Siegel	Carl & Betty	9/1/2001	7/18/2002	2002-3903	0584-0544	10-052-001-001
Siegel	Carl H. Jr. & Betty J.	9/1/2001	7/18/2002	2002-3904	0584-057	10-052-003
	David A.Wolbert & Melissa J. Delaney	9/1/2001	7/28/2002	2002-3905	0584-0550	10-051-013
Wolbert	James H. Jr. & Ruth Ann	9/1/2001	7/18/2002	2002-3906	0584-0553	10-052-041
Steiner	Roger & Mary Jane	9/4/2001	7/18/2002	2002-3907	0584-0556	10-050-191
Walter	Roger D. & Helen L.	8/28/2001	7/17/2002	2002-3802	0584-0191	10-052-080
Distefano	Vincent R. & Georgetta R.	10/3/2001	7/18/2002	2002-3930	0584-0625	10-050-195-001

Cyphert	Donald J. & Marie P.	9/1/2001	7/18/2002	2002-3931	0584-0628	10-050-171
Kaltenbach	Randy J. & Debra L.	9/1/2001	7/18/2002	2002-3932	0584-0632	10-051-047
	Doris Marshall & Barbara A.Becker & Douglas K. Marshall	9/14/2001	7/18/2002	2002-3934	0584-0640	10-050-178
Distefano	Vincent R.	10/1/2001	7/18/2002	2002-3935	0584-0644	10-050-169
Pfendler	Susan E. & William R.	9/15/2001	7/18/2002	2002-3936	0584-0648	10-052-054
Rathfon	Lansing R. & Kimberly J.	12/28/2001	7/18/2002	2002-3968	0584-0751	10-051-107
Agnew	Vaughn E. & Pauline F.	1/25/2002	7/18/2002	2002-3977	0584-0779	10-052-123
Bauer	Donna W.	9/5/2001	7/18/2002	2002-3908	0584-0559	10-052-100
Frederick	Louise M. & Don C.	9/7/2001	7/18/2002	2002-3909	0584-0562	10-051-072
Frederick	Richard D. & Catherine D.	9/7/2001	7/18/2002	2002-3910	0584-0565	10-051-074
Bauer	Gary L. & Sharon	7/11/2001	7/17/2002	2002-3810	0584-0224	10-061-092
Steele	George C.	6/4/2001	7/17/2002	2002-3809	0584-0220	10-052-020
Sorrell	Rae	7/13/2001	7/17/2002	2002-3756	0584-0046	10-051-103
Bauer	Gerard A. & Agnes P.	7/11/2001	7/17/2002	2002-3755	0584-0043	10-050-163-002
Stark	David L.	6/22/2001	7/17/2002	2002-3753	0584-0037	10-051-022-001
Agnew	Richard Lee & Joyce Lee	7/6/2001	7/17/2001	2002-3754	0584-0040	10-050-190
Schwabenbauer	Jeffrey A. & Cynthia L.	6/15/2001	7/17/2002	2002-3752	0584-0034	10-050-169-002
Schwabenbauer	Paul J. & Elsie M.	6/13/2001	7/17/2002	2002-3751	0584-0031	10-052-022
Boyd	Patricia M.	8/30/2001	7/17/2002	2002-3829	0584-0310	10-052-043
Beichner	Gerald L. & Linda D.	8/30/2001	7/17/2002	2002-3838	0584-0307	10-050-061-001
Williams	Timothy C. & Lisa V.	8/29/2001	7/17/2002	2002-3825	0584-0298	10-051-031
Beichner	Gerald L. & Linda D.	8/30/2001	7/17/2002	2002-3827	0584-0304	10-051-027-001
O'Neil	Grace H.	8/29/2001	7/17/2002	2002-3824	0584-0295	10-052-010
DeLoe	Howard H. & Hattie S.	8/29/2001	7/17/2002	2002-3822	0584-0289	10-051-037
Hanely	Martin E. & Paula S.	8/29/2001	7/17/2002	2002-3823	0584-0292	10-051-012
	Doris J. Beck & Ethel M. Horner	6/14/2002	7/17/2002	2002-3821	0584-3821	10-060-169
Priester	Richard M. & Helen L.	7/23/2001	7/17/2002	2002-3759	0584-0055	10-050-231-001
Ochs	David L. & Christine F.	7/20/2001	7/17/2002	2002-3758	0584-0052	10-051-28
Allio	Robert L. & Gloria F.	5/25/2006	9/28/2006	2006-4961	0712-1113	10-036-026-000
Dunkle	Rodney A. & Crystal A.	6/20/2006	9/29/2006	2006-5113	0713-0622	10-036-073-000

	Kimberly Marie Carroll, Lawrence J. Bauer III, Brian Edward Bauer, and Richard A. Bauer	9/20/2006	10/5/2006	2006-5284	0714-0270	10-050-161-001
Bauer	James T. & Margaret M.	7/12/2006	10/5/2006	2006-5283	0714-0266	10-040-079-000
Crispen	Paul & Wanda	5/26/2006	9/28/2006	2006-4977	0712-1180	10-023-004-000
Bauer	Margaret S.	5/25/2006	9/28/2006	2006-4963	0712-1122	10-036-022-000
Atkinson	Alan M. & Louise S.	5/22/2006	9/28/2006	2006-4962	0712-1117	10-023-012-000
	Crown Racing, Inc.	7/17/2006	9/28/2006	2006-4978	0712-1184	10-036-069-001
Boy	Pete	7/9/2006	9/28/2006	2006-4968	0712-1143	10-023-021-000
Peters	Scott W. & Monica L.	7/31/2006	8/6/2008	2008-3942	0767-0564	10-036-003001 & 10-036-003-002
Wolbert	Michael J. & Jana L.	8/1/2008	8/6/2008	2008-3943	0767-0570	10-036-009-000
Gauthier	Ziver A. Jr. & Jon Marc	6/19/2006	9/28/2006	2006-4984	0713-0017	10-023-026-000
Yurko	John & Kenneth	5/27/2006	9/28/2006	2006-5039	0713-0252	10-023-024-000 & 10-023-025-000
Derringer	Frank R. & Frank I.	7/11/2008	8/4/2008	2008-3872	0767-0256	10-021-005-000
Lutz	Winfield G. & Snadra M.	7/19/2008	8/4/2008	2008-3874	0767-0266	10-036-013-014
Hogue	Kenneth L. & Maudene K.	7/16/2008	8/4/2008	2008-3873	0767-0261	10-036-003-003
Enos	Joseph P Jr. & Maureen A.	9/15/2001	7/18/2002	2002-3917	0584-0586	10-050-039
Agnew	Vaughn E. & Pauline F.	1/25/2002	7/18/2002	2002-3978	0584-0782	10-052-006
Geer	Troy W.	11/2/2005	12/14/2005	2005-6569	0689-0458	10-051-105
Brandonio	Daniel L.	5/26/2006	9/28/2006	2006-4969	0712-1147	10-023-010-000
Brooks	Willaim G. & Judith I.	7/7/2006	9/28/2006	2006-4971	0712-1155	10-036-023-000
Brosius	Kermit F. & Mary Ellen	5/26/2006	9/28/2006	2006-4972	0712-1159	10-020-241-000
Brosius	Kermit F. & Mary Ellen	5/26/2006	9/28/2006	2006-4973	0712-1164	10-020-242-000
Borsch	George A.	6/29/2006	9/28/2006	2006-4967	0712-1139	10-023-009-000
Ochs	Regis Jr. & Patricia A.	5/17/2006	9/28/2006	2006-5013	0713-0143	10-023-001-000
Bellotti	Francis E.	8/31/2001	7/17/2002	2002-3871	0584-0436	10-020-248
Bellotti	Francis E.	6/6/2003	2/20/2004	2004-823	0633-0851	10-020-248
Heasley	Larry D.	1/14/2002	7/18/2002	2002-3971	0584-0760	10-052-029
McCloskey	Keith W. & Patty L.	9/1/2001	7/18/2002	2002-3933	0584-0636	10-060-165

McCloskey	John P. Jr. & Joan W.	7/19/2006	9/28/2006	2006-5002	0713-0092	10-036-013-002
	County Landfill, Inc.	7/5/2006	9/28/2006	2006-4976	0712-1176	10-020-245-000
Guianen	Tye A. & Tisha L.	11/13/2001	7/18/2002	2002-3953	0584-0706	10-050-173-001
Rathfon	Mark F. & Sheila K.	11/10/2001	7/18/2002	2002-3912	0584-0571	10-052-052
Frazier	Gary L. & Lois A.	11/14/2001	7/18/2002	2002-3913	0584-0574	10-051-066
Kirkwood	Thomas E. & Carol Sue	11/14/2001	7/18/2002	2002-3914	0584-0577	10-051-104
Schmader	W.F. & Mildred H.	11/14/2001	7/18/2002	2002-3915	0584-0580	10-050-034
Coltz	John	11/15/2001	7/18/2002	2002-3916	0584-0583	10-050-039
Bauer	Richard A.	5/29/2003	2/20/2004	2004-817	0633-0833	10-050-161-001
Bauer	Richard A. & Kelly J.	5/29/2003	2/20/2004	2004-818	0633-0836	10-050-161-003
Bauer	Lawrence J. & Mary Francis	5/29/2003	2/20/2004	2004-819	0633-0839	10-050-162-000
Bauer	Lawrence J. Jr.	5/29/2003	2/20/2004	2004-820	0633-0842	10-050-161-000
Griebel	Ronald E.	5/30/2003	2/20/2004	2004-821	0633-0845	10-040-067-000
Griebel	William M.	6/4/2003	2/20/2004	2004-822	0633-8448	10-040-067-000
Carroll	Bonnie V.	6/6/2003	2/20/2004	2004-824	0633-0854	10-040-085-001
Wolbert	Stephen W.	6/11/2003	2/20/2004	2004-825	0633-0857	10-040-085-000
Bauer	Walter W.	6/13/2003	2/20/2004	2004-826	0633-0860	10-040-084-000
Kahle	James M. & Sharon	4/5/2002	7/19/2002	2002-4075	0584-1156	10-050-055
Moore	Walter L. & Donna L.	3/8/2002	7/19/2002	2002-4064	0584-1123	10-052-104
Ochs	Regis C.	3/12/2002	7/19/2002	2002-4065	0584-1126	10-050-030
Dehner	Larry D. & Debroah K.	3/20/2002	7/19/2002	2002-4066	0584-1129	10-051-058
Kahle	Robert E. & Olive Louise	3/22/2002	7/19/2002	2002-4067	0584-1132	10-050-054
Scholar	Paul J.	3/22/2002	7/19/2002	2002-4068	0584-1135	10-050-023
Scholar	Paul J.	3/22/2002	7/19/2002	2002-4069	0584-1138	10-050-025
	United Electric Cooperative, Inc.	3/6/2002	7/19/2002	2002-4062	0584-1117	10-052-014
Moore	Walter L. Jr. & Donna L.	3/8/2002	7/19/2002	2002-4063	0584-1120	10-050-163
Snyder	Edwin J. Jr. & Betty Lou	3/29/2002	7/19/2002	2002-4074	0584-1153	10-051-106
Evans	John B.	8/1/2006	9/28/2006	2006-4982	0713-0001	10-030-106-000
Smith	Rodgers R. & Carla S.	3/10/2008	7/8/2008	2008-3350	0764-1178	10-036-034-000
McDaniel	Ernest L. & Susan C.	3/26/2002	7/19/2002	2002-4070	0584-1141	10-050-036
Micholas	Linda L. & Randy S.	3/26/2002	7/19/2002	2002-4071	0584-1144	10-050-025-001

Frederick	Linda	2/25/2002	7/19/2002	2002-4053	0584-1090	10-051-070
Hollis	Mary Lee	2/25/2001	7/19/2002	2002-4054	0584-1093	10-052-057
Thompson	Dona J.	2/25/2002	7/19/2002	2002-4055	0584-1096	10-050-032-001
Thompson	Dona J.	2/25/2002	7/19/2002	2002-4056	0584-1099	10-052-001
***Pfendler**	***James A.**	***8/15/2001**	***7/17/2002**	***2002-3815**	***0584-0244**	***10-020-255**
Moore	Berniece H.	8/15/2001	7/17/2002	2002-3814	0584-0239	10-052-012
	Car Mate Trailers, Inc.	8/13/2001	7/17/2002	2002-3813	0584-0236	10-052-017
Johnson	Barbara A.	8/10/2001	7/17/2002	2002-3812	0584-0232	10-051-067
	Patricia J. Bain / Patricia Bain Trode	7/25/2001	7/17/2002	2002-3811	0584-0228	10-050-184-001
Hallman	Escoe D Jr. & Elizateth A.	9/1/2001	7/18/2002	2002-3895	0584-0520	10-050-010
	Farmington Township Volunteer Fire Department and Relief Association	12/28/2001	7/18/2002	2002-3965	0584-0742	10-052-102
	Farmington Township Volunteer Fire Department and Relief Association	12/28/2001	7/18/2002	2002-3966	0584-0745	10-052-103
	Farmington Township Volunteer Fire Department and Relief Association	12/28/2001	7/18/2002	2002-3967	0584-0748	10-052-028
Guth	Benedict F.	12/24/2001	7/18/2002	2002-3963	0584-0736	10-050-168-001
Guth	Benedict F.	12/24/2001	7/18/2002	2002-3964	0584-0739	10-050-169-001
Seigworth	Clarence A. & Lieslotte S.	12/14/2001	7/18/2002	2002-3962	0584-0733	10-060-177-001
Heasley	Ronald J. & Robin D	2/14/2002	7/18/2002	2002-3982	0584-0794	10-052-085
Wolcott	Martha E.	2/13/2002	7/18/2002	2002-3981	0584-0791	10-050-170
Gill	Jems E. & Ruth Ann	2/12/2002	7/18/2002	2002-3980	0584-0788	10-051-033
Agnew	Vaughn E. & Pauline F.	1/25/2002	7/18/2002	2002-3979	0584-0785	10-052-091
	Perry and Jennifer Line and Douglas and Jacqueine Weaver	3/28/2002	7/19/2002	2002-4026	0584-1009	10-051-015-001
Bish	Gerald T. & Amy D.	2/20/2002	7/19/2002	2002-4029	0584-1018	10-050-034-001
Steiner	Frank J. Jr. & Audrey D.	5/26/2006	9/28/2006	2006-5028	0713-0211	10-023-033-000
Gilara	Mark A.	2/28/2002	7/19/2002	2002-4060	0584-1111	10-052-039
Hepler	Richard A.	3/5/2002	7/19/2002	2002-4061	0584-1114	10-052-110
Wilson	Stacy L.	2/20/2002	7/19/2002	2002-4044	0584-1063	10-051-034

Wilson	Stacy L.	2/20/2002	7/19/2002	2002-4045	0584-1066	10-051-035
Stitt	Timothy J. & Shannon	8/3/2006	9/28/2006	2006-5051	0713-0304	10-036-013-005
Stitt	Tomothy James & Shannon Darlene	8/3/2006	9/28/2006	2006-5047	0713-0287	10-030-108-001
	Joseph L. Preisel Family Trust	4/29/2008	7/8/2008	2008-3356	0764-1200	10-020-256-000
McLaughlin	Patrick G.	3/3/2008	7/8/2008	2008-3353	0764-1188	10-036-034-001
Wolbert	Douglas P. & Shayla L.	7/3/2006	9/28/2006	2006-5036	0713-0240	10-036-014-000
	Joseph L. Preisel Family Trust	6/1/2006	9/28/2006	2006-4980	0712-1194	10-020-256-000
Hosek	Anthony Jr. & Mary Louise	4/4/2008	7/8/2008	2008-3357	0765-0001	10-021-006-000
Ochs	Regis W.	4/8/2008	7/8/2008	2008-3358	0765-0006	10-020-244-000
Harriger	Charles & Dorothy B.	4/24/2008	7/8/2008	2008-3359	0765-0011	10-021-007-000
McCloskey	John P. Jr. & Joan W.	4/23/2008	7/8/2008	2008-3354	0764-1191	10-036-013-002
	Timothy L. Graham & Susan L. Satterlee	5/26/2006	9/28/2006	2006-5049	0713-0296	10-036-013-013
Fuellhart	Janice B.	7/17/2006	9/28/2006	2006-5044	0713-0274	10-030-126-001
Fuellhart	Janice B.	7/17/2006	9/28/2006	2006-5043	0713-0270	10-030-126-000
	Reada L. Culp & Ellen M. Peters	5/25/2006	9/28/2006	2006-5042	0713-0266	10-030-107-000
Culp	Lewis & Carol	5/25/2006	9/28/2006	2006-4979	0712-1189	10-030-105-000
	Myra V. Coffinbarger & Jacob P. Smith	8/15/2001	7/17/2002	2002-3785	0584-0133	10-051-098
Eisenman	Steve E. & Jane M.	8/15/2001	7/17/2002	2002-3786	0584-0136	10-061-098
Huefner	Brad C. & Cheryl A.	8/15/2001	7/17/2002	2002-3787	0584-0139	10-052-074
Jones	Morgan N.	8/15/2001	7/17/2002	2002-3788	0584-0142	10-051-016
Kendall	David R.	8/15/2001	7/17/2002	2002-3789	0584-0145	10-050-024
Caldwell	Timothy L. & Vonda M.	8/30/2001	7/17/2002	2002-3833	0584-0322	10-052-008 & 10-050-034-004
Eisenmen	Cheryl A.	8/30/2001	7/17/2002	2002-3834	0584-0325	10-052-005
Ochs	Michelle M.	8/8/2001	7/17/2002	2002-3776	0584-0106	10-050-063-001
Fickenworth	John L. & Thelma M.	8/30/2001	7/17/2002	2002-3835	0584-0328	10-051-057
Harriger	Jeffrey L. & Nancy J.	8/30/2001	7/17/2002	2002-3836	0584-0331	10-050-231
Harriger	Jeffrey L. & Nancy J.	8/30/2001	7/17/2002	2002-3837	0584-0334	10-050-231-002
Irwin	Danny W. & Lori M.	8/30/2001	7/17/2002	2002-3838	0584-0337	10-050-182
Kaltenbach	Robert L. & Debbi L.	8/30/2001	7/17/2002	2002-3839	0584-0340	10-020-252

Franz	David L.	4/16/2008	7/8/2008	2008-3355	0764-1195	10-021-012-000
Ditz	Jack E. & Jacqueline E.	8/24/2001	7/17/2002	2002-3800	0584-0183	10-060-169-001
Walter	Dorothy Jean	8/27/2001	7/17/2002	2002-3801	0584-0187	10-051-004
Frederick	Richard D. & Catherine D.	9/7/2001	7/18/2002	2002-3910	0584-0565	10-051-074
	Tylersburg United Methodist Church a/k/a Methodist Episcopal Church	2/25/2002	7/19/2002	2002-4057	0584-1102	10-051-064

SCHEDULE 4.10

EQUIPMENT AND MACHINERY

QTY	DESCRIPTION OF ITEM	BRAND	SIZE/MODEL #	SERIAL NUMBER
1	DELINEATOR INSTALLATION TOOL			
1	TRASH PUMP	KOSHIN LTD		SER. 50501001
6	E ONE PUMP	ENV. ONE CORP		
1	WATER ANALYZER	WATER GUARD		WG-602
1	HOT TAP TOOL			
1	4 GALLON MEASURING JUG			
1	ELECTRIC TESTER	KLEIN TOOLS	CL 310	
1	WATER DIFFUSER	PHYDPRO100		
1	POLLARD WATER HYDRANT PRO GAUGE			
1	HYDRANT WRENCH			
1	SPADE SHOVEL			
1	MAN HOLE WRENCH			
1	JUG ROOT REMOVER			KE159-D
7	FIRE EXTINQUISHER			
1	TOOL BOX/TOOLS			
1	SOCKET SET			
1	ALLEN WRENCH			
2	200' TAPE MEASURE			
7	METER BOTTOMS			
4	CURB BOX LIDS			
1	CURB BOX WRENCHES			
1	GATE VALVE WRENCH			
1	STRAIGHT ROD			
1	LONG HOOK			
1	CURB BOX LID LOCK			

1	ALUMINUM FLAT SHOVEL			
1	3' PIPE WRENCH			
1	BLOW OFF HYDRANT	MAIN GUARD		
2	SELF ADJUSTING PIPE WRENCHES	14"/10"		
1	WATER/SEWER MARKING FLAGS			
1	WATER CURB BOX REPLACEMENT LIDS			
1	GREASE GUN			
1	SOCKET SET			
1	HYDRANT GATE VALVE			
1	HYDRANT BALL VALVE			
1	CHLORINE TESTER KIT	HACH DR-900		
2	CHANNEL LOCK WRENCH			
4	GATE VALVES		IN At 8" OUT AT 6"	
1	SUMP PUMP			
2	CHECK VALVE			
1	MAIN VALVE			
3	FIBERGLASS BUILDINGS			
3	MILKHOUSE HEATERS			
1	AMMONIA EMERGENCY REPAIR KIT		110/150 LB CYLINDER	
1	CHLORINE EMERGENCY REPAIR KIT			
1	CHART RECORDER	FUTURE DESIGN DR5000		
1	EMERGENCY EYEWASH			
1	SCOTT AIR PAK			
1	BRISTOL BABCOCK RTU3305	BATTERY BACKUP		
1	APC	SCHNIEDER ELECTRIC		
1	MONITOR BY MISSION CONTROL			
1	GENERATOR			
2	BOOSTER PUMP			
2	BOOSTER MOTOR	BALDOR RELIANCE IND.		
1	PUMP	GOULDS PUMPS E-SV		CAT# 3SV13FA30

2	SUPERIOR GAS DETECTOR (AMMONIA)			
2	AUTO SWITCHOVER AMMONIATOR			
4	SOLO 1000 SCALES			#FF20231
2	SUPERIOR AUTO VALVE	SERIES 2000		
2	SUPERIOR AUTOMATIC SWITCHOVER			
1	GAS CHLORINATORS			
1	SUPERIOR (CHECKS PH/CHLORINE LEVELS)			
1	CHLORINE BOOSTER PUMP			
1	PUMP			CAT#3SV14FF3J20
1	FLOW METER	KROHNE		
1	MIXING TUBE			
26	SEWER TANKS	BARNES	24"X84"	
43	HYDROMATIC PEDASTALS			
	MISC. BRACKETS/WIRES/COLLARS/			
	GASKETS/FLANGES/WATER WRENCHES			
200	2 1/2" LONG COUPLINGS		5/8"x3/4"	3/4"SWIVEL NUT
6	DUAL CHECK BACKFLOW PREVENTER		3/4"	
1	REBUILT PUMP GUTS	GORMAN RUPP		
2	ELECTRIC MOTORS	BALDOR	3hp	
1	PIPE SADDLE		8"X1"	
2	C900 DR 18 PIPE		12"	
1	C900 DR 18 PIPE		8"	
4	BLOWER MOTOR COVERS			
1	COLLAR LEAK CLAMP		8"	
1	COLLAR LEAK CLAMP		12"	
2	PUMP GRINDERS			
1	LAB OVEN		MODEL 20 GC	
1	THERMO SCIENTIFIC OVEN	THERMOLYN		
1	DESICCATOR 35890-00	OAKTON		
1	ZSA 120 SCALE	SCIENTECH	MODEL Z3A120	

1	MICROSCOPE	VANQUARD		SER# 009494
1	DC 1500 CHLORINE TESTER	LaMOTTE	MODEL DC1500 CL	
15	PORELAIN FLTR CRUCIBLES	GOOCH	#37770	
12	PORCELAIN EVP DISH		70 ml	
2	PORCELAIN EVP DISH		90X37 ml	
1	ALKALINITY TEST KIT 5-400 mgl	HACH	MODEL AL-AP-MGL	
1	CONDUCTIVITY TEMPERATURE PH TESTER	HYDAC		
1	AMONIA TESTER	HANNA INSTRUMENT		H104712
8	LG CUVETTE	HANNA INSTRUMENT		
1	LAB SAFETY THERMOMETER			
1 1/4 BOX	MICROSCOPE SLIDES			
1 1/2 BOX	MICROSCOPE COVER GLASS			
4	LIQUID FILLED GUAGES	VALLEY INSTRUMENT		2140 GXB15
2	PLASTIC BEAKERS			
1	MASTERLOCK (NEW)			
1	EASY READ GEN PURPOSE THERMOMETER			
	SETTLOMETER KIT TUBES			
2	CALIBRATION CYLINDERS EZ CLEAN		1000 ml	PT# 35710
1	AMMONIA NITROGEN TESTER CODE 3304	LaMOTTE		#37395-04566
3	1000-600 BEAKER	PYREX	600 ml	
6	1000-IL BEAKER	PYREX	1000 ml	420110
4	500 BEAKER	PYREX	500 ml	
2	CYLINDER GRAD TD	KIMBLE	25 ml	
1	HAND OPER. VACUUM PUMP W/ GAUGE	NAGLENE		CAT# 6130-0010
6	GLASS NITROGLYCERIN BOTTLES	WHEATON		
1	D O METER	YSI PRO 20 I		
5	MEMBRANE KIT FOR D O METER			
1	CABLE WINDING KIT			

14	RUBBER STOPPER #T			CAT# RST7-H
1	CRUCIBLE HOLDER	WALTER		CAT# 37790
2	WIDE MOUTH UNITARY WASH BOTTLE		250 ml	
1	WIDE MOUTH UNITARY WASH BOTTLE		1000ml	
2	BATTERY CHARGER TENDER			
1	BLOWER BELT		5VX 800	
1	BLOWER BELT		5VX 750	
4	BLOWER BELT		3VX 500	
3	4" LIQUID FILLED GUAGES			
1	PULLEY FOR BLOWER 2-5V7.5	MASKA		#76829 00619
1	PULLEY FOR BLOWER 2-5V8.5	MASKA		#76829 00521
2	BEARINGS FOR BLOWER	GORMAN RUPP		PT# 46513-150
4	RUBBER SEAL FOR BLOWER			PT# OR00012
4	RUBBER SEAL FOR BLOWER			PT# OR2236
6	MULTI SIZE RUBBER SEALS FOR BLOWER			
2	BLOWER WEIGHTS			
2	QD BUSHING	MASKA	SKX 7/8	
2	QD BUSHING	MASKA	SKX 1 1/8	
2	QD BUSHING	MASKA	SKX 1 5/8	
1	0211 SERIES LUBRICATED LABORATORY-			
	VACUUM PUMP	GAST	MOD# 5KH33DN16JX	
1	FUSHION UNIT	FRIAMAT		SER# FR0630443
3	IMHOFF SETTLING CONE	NALGE COMPANY		CAT# 1000-0010
1	RHEEM FURNACE			
1	20 GALLON PRESSURE TANK	WATER ACE BY MYERS		
1	HOT WATER TANK	WHIRLPOOL		
1	CHLORINE PUMP	STENNER PUMP CO.	120V	SER#041317NY0005174
1	SODIUM BISULFATE PUMP	STENNER PUMP CO.	120V	SER#041317NY0005173
1	SCALE	CAMBRIDGE		
1	HAND CART			

1	CHLORINE TANK		200 gal	
6	ELECTRIC BOXES			
6	DELINEATORS			
4	25' PIECES OF FIRE HOSE			
1	500 BTU TORCH			
5	PROPANE TANK			
1	MISC. SEAL KITS FOR HYDROMATIC PUMPS			
2	SOCKET SETS		1/2" DRV	
1	VISE			
1	SET OF LG CHANNEL LOCKS			
1	MISC. WRENCHES AND TOOLS			
1	MAN HOLE INSERT			
1	PIECE OF 4" HOSE			
1	4" SUCTION HOSE FOR PUMP			
1	CURB BOXES			
3	MISC. PIPE FITTING FROM 1 1/4"-4"			
1	MISC. DRESSER COUPLER FROM 1 1/4"-4"			
1	ELECTRIC FUSION COUPLER		VARIOUS	
10	BRASS CHECK VALVES			
6	CURB STOP		1 1/4"	
2	BRASS NIPPLES		1 1/4"	
4	GASKET COUPLER GUAGE FOR BLOWERS			
1	TRASH PUMP HOSES		VARIOUS	
1	PUMP SWITCH	SJE PUMPMASTER PLUS	15' W/O PLUG	P/N 1003247
4	ELECTRICAL EXTENSION CORDS			
3	HEAT LAMPS			
8	NORMALY OPEN/PUMP DOWN	CONERY		2900-B3S6C1-15'
4	REPLACEMENT CURB BOX LIDS			
7	MISC. SCREWS AND NAILS			
1	AIR FILTERS	STODDARD SILENCER INC		F8-108

6	BLOWER	ROOTS	MD. 24URAI	
1	AIR BLOWER	UNITED	PT. 6510302L	SER. 0709955446
1	AIR BLOWER	UNITED	MOD. 5006-21L2	SER. 850470206
1	AIR BLOWER	UNITED	MOD. 5006-21L2	SER. 850480206
1	AIR BLOWER	UNITED	MOD. 5006-21L2	SER. 850460206
1	AIR BLOWER	UNITED	MOD. 4005-21L2	SER. 2270890910
1	ELECTRIC MOTOR FOR AIR BLOWER	LINCOLN MOTORS	MOD. 9E AF4P15T61 L	
1	ELECTRIC MOTOR FOR AIR BLOWER	LINCOLN MOTORS	MOD. 9E AF4P 15T61 L	
1	ELECTRIC MOTOR FOR AIR BLOWER	LINCOLN MOTORS	MOD. 9C AF4P 20T61 L	
1	ELECTRIC MOTOR FOR AIR BLOWER	LINCOLN MOTORS	MOD. 9B AF4P20T61 L	
1	GAS PUMP	VANGUARD	MOD. 245432	
1	PRESSURE WASHER	SIMPSON 208 CC	MOD. MS60850	SER. MS6085-.3194362643-P
1	TRASH PUMP	HONDA	GX160 5.5	
1	CLARIFIER TANK COVERS			
2	ALUMINUM COAL SHOVEL			
1	SCRAPER SHOVELS			
2	POTATO FORK			
1	SLUDGE JUDGE			
1	RAKE			
1	LONG HANDLE BRUSH			
1	SHORT HANDLE BRUSH			
1	BRACES FOR CLARIFIER COVERS			
8	VARIOUS LENGTHS AND SIZES OF PVC PIPE			
Various	CHAIN LINK FENCE			
1	PORTABLE PUMP COVER			
1	PUMP	GORMAN-RUPP	MOD. T4A35-B	SER. 1241257
1	PUMP	GORMAN-RUPP	P SERIES	SERIAL #1243730
1	PUMP	GORMAN-RUPP	P SERIES	SERIAL #1243729

1	GENERATOR V6 VORTEK 4.3	DETROIT DIESEL SPECTRUM	MOD. 30G8G	SER. 0748755
2	HYDROMATIC PUMPS & CONTROL PANEL			
1	POWER SYSTEM GENERATOR 50	KOHLER	(V-8 CHEVY ENGINE)	
			MFG DT 9/07	SERIAL #2170674
1	MONITORED BY MISSION			
3	HEATER			
2	EXHAUST FAN			
1	BLOWER MOTOR MARATHON ELECTRIC		CAT# E7115	EVF143TTDR347BDP
6	HAND VALVES			
1	CHAIN LINK FENCE ENCLOSURE			
6	GRINDER PUMPS	ZOELLLER 71 SERIES	MODEL 7110	
1	SANITARY YARD HYDRANT		MODEL S3	
1	STORAGE TANK		MODEL #14106 WT	
			CAPACITY 121,000	
			NOM HGT 106.33	
			NOM DIA 13.99	
1	MIXER			
1	SUBMERSIBLE CIRCULATORS	GRIDBEE		
1	FUSE PANEL			
1	BACK UP BATTERY			
1	PANEL BOX			
1	ALTITUDE VALVE			
1	INLET VALVE		4"	
1	OUTLET VALVE		12"	
1	CHECK VALVE		12"	
1	POWER GENERATOR	CUMMINGS	4 CYLINDER FORD ENGINE	SER#01-11-025741
2	SUB GRINDER PUMP	EBARA	5hp 1ph 230v	
1	AIR BLOWER			
1	CONTROL BOX			

1	HAND CRANE			
3	CHAIN LINK ENCLOSURE			
1	GENERATOR	KOHLER	GM 8.1 LITER MODEL 80RZG	SERIAL #2178459
1	CONTROL BOX PANEL			
2	TRANSFER SWITCH			
1	MAIN BREAKER			
4	BREAKER BOX	SENTRON POWER CENTER		
1	FREEZELESS SANITARY YARD HYDRANT		MODEL S3	
1	DETROIT DIESEL SPECTRUM 20		MFG DT 11/02	SERIAL #0748758
1	MAIN HOLD			
1	ELECTRIC 3 PHASE INDUCTION MOTOR	TOSHIBA		SERIAL #010705309
1	ELECTRIC 3 PHASE INDUCTION MOTOR	TOSHIBA		SERIAL #010705310

SCHEDULE 4.11
ENVIRONMENTAL COMPLIANCE

Contaminant ID: Chlorine; Violation ID: 35910; Violation Type: R3; Violation Awareness Date: 09/22/2022

SCHEDULE 4.12
AUTHORIZATIONS AND PERMITS

WASTEWATER

05/07/2001	N/A	1600408	WQM Part II	Original sewer system/plant construction
07/26/2006	N/A	WQG028301	WQM	Sewer system extension
07/28/2008	N/A	WQG028315	WQM	Sewer system extension
05/01/2023	04/30/2028	PA0223042	NPDES	Plant discharge permit
DEP ACT 537 PLAN				

WATER

03/28/2003	03/31/2022	WA 16-1002A	Water Allocation	Purchase from Pennsylvania-American Water Company - Clarion
03/28/2003	N/A	1602502	Construction	Farmington potable water system
09/01/2005	N/A	1602502	Operation	Farmington potable water system
06/22/2009	N/A	1602502-MA1	Modification	Repair of water storage tank
09/03/2009	N/A	1602502-MA1	Operation	Repair of water storage tank
03/17/2016	N/A	1602502-MA2	Operation (1)	Grid Bee GS-12 submersible tank mixer

SCHEDULE 4.13
ASSIGNED CONTRACTS

NONE.

SCHEDULE 5.04
CONSENTS AND APPROVALS OF BUYER

PaPUC Approval of the Transaction and for Buyer to provide water and wastewater services in Farmington Township, Clarion County

DEP Approval to Transfer Permits listed on Schedule 4.12

DEP Approval of the Act 537 Plan to Buyer

SCHEDULE 5.11
BUYER LITIGATION

NONE.

SCHEDULE 7.03(a)
RATES

Water Consumption Charge:

- At or below 5,000 gallons per month: $67.50 per EDU
- Above 5,000 gallons per month: $15.00 per 1,000 gallons

Water Service Charge:

- N/A

Wastewater Service Charge:

- $53.50 per month per EDU

Public Fire Hydrant Charges: $20.30 per month[1]

NOTE: Please see Pennsylvania-American Water Company's water tariff for any and all applicable rules, regulations, miscellaneous fees or rates for other customer classes other than those noted above.

[1] If Pennsylvania-American Water Company's public fire hydrant rate changes prior to closing, the rate in Pennsylvania-American Water Company's tariff at the time of closing would apply instead.

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of the transfer, by sale, of substantially all of the Township of Farmington's assets, properties and rights related to its drinking water distribution and wastewater collection and treatment systems; and the right of Pennsylvania-American Water Company to begin to offer and furnish water service to the public in an additional portion and wastewater service to the public in a portion of the Township of Farmington, Clarion County, Pennsylvania

Appendix B

Pro Forma Water Tariff

Supplement No. XX to
Tariff Water-PA P.U.C. No. 5

PENNSYLVANIA-AMERICAN WATER COMPANY
(hereinafter referred to as the "Company")
D/B/A
Pennsylvania American Water

RATES, RULES AND REGULATIONS

GOVERNING THE DISTRIBUTION AND SALE OF

WATER SERVICE

IN CERTAIN MUNICIPALITIES AND TERRITORIES LOCATED ADJACENT THERETO IN:

ADAMS, ALLEGHENY, ARMSTRONG, BEAVER, BERKS, BUCKS,

BUTLER, CENTRE, CHESTER, CLARION, CLEARFIELD, CLINTON, COLUMBIA,

CUMBERLAND, DAUPHIN, FAYETTE, INDIANA, JEFFERSON, LACKAWANNA,

LANCASTER, LAWRENCE, LEBANON, LUZERNE, MCKEAN, MONROE, MONTGOMERY,

NORTHAMPTON, NORTHUMBERLAND, PIKE, SCHUYLKILL, SUSQUEHANNA,

UNION, WARREN, WASHINGTON, WAYNE, WYOMING, AND YORK COUNTIES.

Issued: **Effective:**

Issued by:
Justin Ladner, President
Pennsylvania American Water
852 Wesley Drive
Mechanicsburg, PA 17055

https://www.amwater.com/paaw/

NOTICE

This Tariff authorizes Pennsylvania American Water Company to furnish water services to the public in an additional portion of Farmington Township, Clarion County, Pennsylvania.
(Refer to pages 2, 4, 5, 16.8, 35 and 42.)

PENNSYLVANIA-AMERICAN WATER COMPANY

LIST OF CHANGES

This Tariff supplement authorizes Pennsylvania American Water Company – Water Division to begin to offer or furnish water services to the public in an additional portion of Farmington Township, Clarion County, Pennsylvania, as ordered by the Pennsylvania Public Utility Commission at Docket No. A-2023-XXXXX entered XXXXXX.

PENNSYLVANIA-AMERICAN WATER COMPANY

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(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

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(C) means Change

PENNSYLVANIA-AMERICAN WATER COMPANY

SCHEDULE OF RATES

RATE ZONE XX - METERED AND UNMETERED (C)

APPLICABILITY

The rates under this schedule apply in the Farmington service territory served under this tariff for service rendered on and after the Effective Date shown at the bottom of this page.

AVAILABILITY

The rates under this schedule are available to customers in all Customer Classes.

METERED SERVICE

All water supplied by the Company under this rate schedule for any and all purposes shall be metered. All meters shall be read monthly or bimonthly and the water used shall be paid for in accordance with the following schedule of rates.

RATE

Service Charge for All Rate Classes:

All metered customers shall be subject to a monthly service charge of $67.50 per EDU.

Consumption Charges For All Customer Classes:

The following rates shall apply per 100 gallons:

	Usage Charge For All Bill Classes:	
First	5,000 gallons per month per EDU	Service Charge
All over	5,000 gallons per month per EDU	$1.5000

PENNSYLVANIA-AMERICAN WATER COMPANY

SCHEDULE OF RATES

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE

EXCEPT PUBLIC FIRE PROTECTION

In addition to the net charges provided for in this Tariff, a charge of 0.00% will apply to all bills rendered with an ending read date on and after the Effective Date shown on the bottom of this page. This charge applies to all Rate Zones **except Rate Zone XX – Farmington**. (C)

The above charge will be recomputed quarterly using the elements prescribed by the Commission as shown on pages 36, 37 and 38 of this tariff.

RULES AND REGULATIONS

2. Definitions

2.1 Activation of Service Connection: Activation of service connection is the initiation of service in an Applicant's or a Customer's name. It may include, but is not limited to, physically turning water service on at the property, processing the Applicant's or Customer's application or request to transfer service, and an initial service call to the property, if necessary.

2.2 Applicant: An Applicant shall mean any Residential Applicant or Non-Residential Applicant.

2.3 Customer: A Customer shall mean any Residential Customer or Non-Residential Customer.

2.4 Creditworthiness: An assessment of an Applicant's or Customer's ability to meet bill payment obligations for utility services.

2.5 Cross-Connection: A cross-connection is any pipe, valve or other physical connection, or other arrangement or device connecting the pipelines of the Company, or facilities directly or indirectly connected therewith, to and with pipes or fixtures by which any contamination might be admitted or drawn from lines other than the Company's into the distribution system of the Company, or into lines connected therewith.

2.5.1 Equivalent Dwelling Units or EDU: For customers in the service area previously served by Farmington Township, the number of equivalent dwelling units is available at the following link: www.amwater.com/paaw. **(C)**

2.6 Flat Rate Service: Any unmetered customer service connection except public fire service.

2.7 Multiple Premise: A multiple premise is adaptable to subdivision and is used by more than one family or occupant. It shall then be construed to be a double premise, triple premise, etc., depending upon the number of families, occupants, or subdivision.

2.8 Non-Residential Applicant: Any person other than a Residential Applicant who applies for water service. This term shall not include a person, who within sixty (60) days after termination or discontinuance of service, seeks to transfer service within the Company's service territory or to reinstate service at the same address.

2.9 Non-Residential Customer: Any person other than a Residential Customer who is contracting for and/or receiving water service through a meter connection, and who is primarily responsible for the payment of all bills rendered for said service. This term includes a transfer of service from a previous account within the Company's service territory or a reinstitution of service at the same location within sixty (60) days following termination or discontinuance of the previous service.

2.10 Point of Sale: The point of sale of water service or fire protection service contracted for by the customer is the Street Service Connection.

2.11 Qualified Private Fire Hydrant: Any privately-owned fire hydrant located on a Service Line serving said hydrant exclusively. Said hydrant must be located in the open, be visible, and shall not be more than fifty (50) feet from the Company main servicing the hydrant.

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of the transfer, by sale, of substantially all of the Township of Farmington's assets, properties and rights related to its drinking water distribution and wastewater collection and treatment systems; and the right of Pennsylvania-American Water Company to begin to offer and furnish water service to the public in an additional portion and wastewater service to the public in a portion of the Township of Farmington, Clarion County, Pennsylvania

Appendix C

Pro Forma Wastewater Tariff

PENNSYLVANIA-AMERICAN WATER COMPANYS
Wastewater Division
(hereinafter referred to as the "Company")
D/B/A
Pennsylvania American Water

RATES, RULES AND REGULATIONS

GOVERNING THE FURNISHINGS OF

WASTEWATER COLLECTION AND DISPOSAL SERVICE

IN CERTAIN MUNICIPALITES AND TERRITORIES LOCATED IN:

ADAMS COUNTY, ALLEGHENY COUNTY, BEAVER COUNTY, BERKS COUNTY,

CHESTER COUNTY, CLARION COUNTY, CUMBERLAND COUNTY, LACKAWANNA

COUNTY, LUZERNE COUNTY, MCKEAN COUNTY, MONROE COUNTY,

MONTGOMERY COUNTY, NORTHUMBERLAND COUNTY, PIKE COUNTY,

WASHINGTON COUNTY AND YORK COUNTY

ALL IN THE COMMONWEALTH OF PENNSYLVANIA

Issued: **Effective:**

Issued by:
Justin Ladner, President
Pennsylvania American Water
852 Wesley Drive
Mechanicsburg, PA 17055

https://www.amwater.com/paaw/

NOTICE

This Tariff authorizes Pennsylvania American Water Company to furnish wastewater services to the public in a portion of Farmington Township, Clarion County, Pennsylvania.
(Refer to pages 2, 4, 9, 11.12, and 18.1.)

PENNSYLVANIA-AMERICAN WATER COMPANY

LIST OF CHANGES

This Tariff supplement authorizes Pennsylvania American Water Company – Wastewater Division to begin to offer or furnish wastewater services to the public in a portion of Farmington Township, Clarion County, Pennsylvania, as ordered by the Pennsylvania Public Utility Commission at Docket No. A-2023-XXXXX entered XXXXXX.

Supplement No. XX to
Tariff Wastewater PA P.U.C. No. 16
XXXXX Revised Page 4
Canceling XXXXX Revised Page 4

PENNSYLVANIA-AMERICAN WATER COMPANY

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(C) means Change

Supplement No. XX to
Tariff Wastewater PA P.U.C. No. 16
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TERRITORIES SERVED (CONT'D)
(By State Region and Company Wastewater System District)
(All territories are subject to Rate Zone 1 unless otherwise noted)

Southeastern Pennsylvania

Coatesville District [language deleted]
Chester County. The City of Coatesville, the Borough of Parkesburg and portions of the Borough of South Coatesville and portions of the Townships of Caln, East Fallowfield, Highland, Sadsbury, Valley (portions – Rate Zone 5), West Caln and West Sadsbury.

Exeter Sewer District [language deleted]
Berks County. Portions of the Townships of Exeter, Alsace and Lower Alsace (and related points of bulk service interconnection).

Royersford District – Rate Zone 9
Montgomery County. Royersford Borough and portions of Upper Providence Township.

Upper Pottsgrove District [language deleted]
Montgomery County. Portions of Upper Pottsgrove Township.
Berks County. A portion of Douglass Township.

Western Pennsylvania

Clarion District
Clarion County. Clarion Borough, and portions of the Townships of Clarion, Monroe **and Farmington**. **(C)**

Claysville District
Washington County. Claysville Borough and portions of the Townships of Donegal.

Kane District – Rate Zone 4
McKean County. Kane Borough and portions of Wetmore Township.

Koppel District
Beaver County. Koppel Borough.

McKeesport District – Rate Zone 6
Allegheny County. The City of McKeesport, the City of Duquesne, Port Vue Borough, the Borough of Dravosburg, and a portion of West Mifflin Borough (and related points of bulk service interconnection).

Paint-Elk District
Clarion County. Shippenville Borough and portions of the Townships of Elk and Paint.

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Tariff Wastewater PA P.U.C. No. 16
XXXXX Revised Page 11.12
Canceling XXXXX Revised Page 11.12

PENNSYLVANIA-AMERICAN WATER COMPANY

SCHEDULE OF RATES

RATE ZONE XX – METERED AND UNMETERED (C)

APPLICABILITY

The rates under this schedule apply in the Farmington service area for service rendered on and after the Effective Date shown at the bottom of this page.

AVAILABILITY

The rates under this schedule are available to customers in all Customer Classes.

UNMETERED CHARGES -This charge is a flat rate fee for customers not metered for water consumption.

Flat rate per month, per EDU:	$53.50

PENNSYLVANIA-AMERICAN WATER COMPANY

SCHEDULE OF RATES

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE

In addition to the net charges provided for in this Tariff, a charge of 0.00% will apply to bills rendered on or after the Effective Date shown on the bottom of this page.

This charge applies to all Rate Zones **except Rate Zone XX - Farmington**. (C)

The above charge will be recomputed quarterly using the elements prescribed by the Commission as shown on pages 18.2,18.3 and 18.4 of this tariff.

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of the transfer, by sale, of substantially all of the Township of Farmington's assets, properties and rights related to its drinking water distribution and wastewater collection and treatment systems; and the right of Pennsylvania-American Water Company to begin to offer and furnish water service to the public in an additional portion and wastewater service to the public in a portion of the Township of Farmington, Clarion County, Pennsylvania

Appendix D

Pennsylvania-American Water Company Corporate History

PENNSYLVANIA-AMERICAN WATER COMPANY

Pennsylvania-American Water Company, an investor-owned water company, with corporate offices at 852 Wesley Drive, Mechanicsburg, is a subsidiary of American Water Works Company, Inc. On February 1, 1989, the then-existing Pennsylvania-American Water Company (the result of the January 1, 1987 merger of Riverton Consolidated Water Company with and into Keystone Water Company) was merged with and into Western Pennsylvania Water Company, and the name of the surviving corporation was changed to Pennsylvania-American Water Company. A brief summary of each of the three predecessor companies follows.

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

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

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

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

Since the merger of the former Pennsylvania-American Water Company (Riverton and Keystone) into Western Pennsylvania Water Company on February 1, 1989, the Company has acquired the following water and wastewater systems: Smith Township Municipal Authority system (Washington County, February 27, 1989); Abington Township system (Lackawanna County, August 5, 1989); Summit Township Municipal Authority system (Butler County, August 31, 1993); Skyline Water Company (Dauphin County, December 2, 1993); Gregg Township Municipal Authority system (Union County, April 25, 1994); P-F Area Water Association system (Washington County, October 1, 1994); Country Place Water Company, Inc. and Country Place Waste Treatment Company, Inc. (Monroe County, June 30, 1995); Hickory Water Company, Pocono Farms East Water Company, Inc., and Silver Water Company (Monroe and Pike Counties, December 21, 1995); the water utility assets of Pennsylvania Gas and

Water Company (Lackawanna, Luzerne, Susquehanna and Wayne Counties, February 16, 1996); the Municipal Authority of the Township of Morris system (Clearfield County, April 24, 1996); Westford Water Company (Dauphin County, August 2, 1996); Lackawanna County Water System at Montage (Lackawanna County, April 11, 1997); Clarion Township General Authority (Clarion County, January 28, 1998); Fairview Water Company, National Utilities, Inc.-Pocono Division, and Pocono Mountains Industrial Park Authority (Monroe County, May 7, 1998); Coolbaugh Township-Fire System (Monroe County, July 28, 1998); Greene Valley Water Company (Lackawanna County, August 28, 1998); Franklin Manor Utilities, Ltd. (Washington County, September 22, 1998); Taylor Township (Lawrence County, December 21, 1998); Evansburg Water Company (Montgomery County, December 30, 1998); Applewold Borough (Armstrong County, March 26, 1999); Cedar Grove Water Association (Washington County, July 8, 1999); Independence Township Municipal Authority (Washington County, July 8, 1999); Koppel Borough (Beaver County, November 5, 1999); Center Township (Butler County, December 30, 1999); Strattanville Borough (Clarion County, April 6, 2000); Franklin Township Municipal Authority (Beaver County, August 30, 2000); Elk Forest Estates (Wayne County, November 18, 2000); T.O.W. Associates (Butler County, February 13, 2001); City of Coatesville Authority (Chester and Lancaster Counties, March 22, 2001); Fox Knoll Water Company (Chester County, April 26, 2001); Butler Township Area Water and Sewer Authority (Butler County, April 27, 2001); Citizens Utilities Water Company of Pennsylvania (Adams, Berks, Chester, Monroe, Montgomery and Northampton Counties, January 15, 2002); LP Water & Sewer Company (Monroe and Pike Counties, April 3, 2002); Mid-Monroe Water Company (Monroe County, August 23, 2002); West Decatur Authority (Clearfield County, March 31, 2003); Rustic Acres Water Association (Pike County, September 30, 2003); Sandy Ridge Water Authority (Center County, October 14, 2003); Connoquenessing Borough Authority (Butler County, October 23, 2003); Skytop Water Company (Luzerne County, December 3, 2003); Sligo Borough Authority (Clarion County, August 31, 2004); Snowshoe at Mt. Pocono Condominiums, Inc. (Monroe County, February 24, 2005); Shippenville Municipal Authority (Clarion County, March 31, 2005); Blue Mountain Lake Associates, L.P. (Monroe County, October 31, 2005); East Fallowfield Township (Chester County, December 22, 2005); Stillwater Lakes Water Corporation (Monroe County, January 17, 2006); Winona Lakes Utilities, Inc. (Monroe and Pike Counties, January 26, 2006); Saville Rustin Water Company, Inc./Pine Ridge Community Association, Inc. (Pike County, March 29, 2006); Lexington Woods Corporation (Monroe County, July 24, 2006); Community Association of Pocono Farms, Incorporated (Monroe County, July 31, 2006); Redstone Water Company (Fayette and Washington Counties, March 20, 2007); Mountain Top Estates Property Owners Association (Monroe County, May 30, 2008); Claysville-Donegal Joint Municipal Authority (Washington County, July 31, 2008); Three Lane Utilities, Inc. (Pike County, September 10, 2008); Clarion Area Authority (Clarion County, October 30, 2008); Boggs Township (Centre County, September 10, 2009); Amwell Township Water Authority (Washington County, September 23, 2009); Wallaceton Municipal Authority (Clearfield County, October 1, 2009); Saxonburg Area Authority (Butler County, October 28, 2009); Nittany Water Company (Centre and Clinton Counties, February 3, 2010); Sutton Hills Homeowners Association (Luzerne County, May 5, 2010); Birch Acres Water Works, Inc. (Monroe County, December 7, 2010); Helen Norella and Louis & Isabelle Norella (Lackawanna County, October 5, 2011); Wildcat Park Corporation (Schuylkill County, November 17, 2011); Estate of George Spangenberg d/b/a Lake Spangenberg Water Company (Lackawanna County, May 3, 2012); North Fayette County Municipal Authority-Balsinger Public Water System and Springfield Pike Public Water System

(Fayette County, October 4, 2012); All Seasons Water Company (Pike County, December 20, 2012); Ha Ra Corporation-Fernwood Community Water System (Monroe County, December 31, 2012); Olwen Heights Water Service Company, Inc. (Lackawanna County, February 4, 2013); Indian Rocks Water Association (Wayne County, March 13, 2013); Koppel Borough (Beaver County, May 31, 2013); Pocono Mountain Lake Forest Community Association (Pike County, July 22, 2013); Clean Treatment Sewage Company (Pike County, August 21, 2013); Franklin Township Municipal Authority (Adams County, August 29, 2013); Berry Hollow Water Company (Northampton County, April 3, 2014); Scott Township (Lackawanna County, May 22, 2014); Paint-Elk Joint Sewer Authority (Clarion County, July 31, 2014); Hamiltonban Township Municipal Authority (Adams County, November 3, 2014); Abbey Woods Homeowners Association (Butler County, July 14, 2015); Shippenville Borough (Clarion County, August 4, 2015); Paint Township Municipal Water Authority (Clarion County, October 15, 2015); McEwensville Municipal Authority (Northumberland County, October 21, 2015); Fairview Township (York County, December 22, 2015); Borough of New Cumberland (Cumberland County, October 31, 2016); Sewer Authority of the City of Scranton (Lackawanna County, December 29, 2016); The Municipal Authority of the City of McKeesport (Allegheny County, December 18, 2017); Township of Sadsbury (Chester County, March 6, 2019); Municipal Authority of the Borough of Turbotville (Northumberland County, July 23, 2019); Borough of Turbotville (Northumberland County, July 23, 2019); Steelton Borough Authority (Dauphin County, October 9, 2019); Township of Exeter (Berks County, October 24, 2019); Kane Borough Authority (McKean County, October 13, 2020); Winola Water Company (Wyoming County, December 17, 2020); Delaware Sewer Company (Pike County, May 13, 2021); Borough of Royersford (Montgomery County, May 25, 2021); Valley Township-Water (Chester County, November 18, 2021); Valley Township-Wastewater (Chester County, November 18, 2021); SLIBCO Utilities, Inc. (Lackawanna County, November 19, 2021); York City Sewer Authority (York County, May 27, 2022); Upper Pottsgrove Township (Berks and Montgomery Counties, June 30, 2022); Foster Township (Luzerne County, October 27, 2022) and Creekside Homeowners Association (Lancaster County, June 22, 2023). On July 2, 1990, Brownsville Water Company (Fayette County) and California Water Company (Washington County) were acquired and merged into the Company. On June 16, 1992, the former Forge Road Acres water system (Cumberland County) was sold to South Middleton Township. On March 24, 2003, Salisbury Water Supply Company (State of Massachusetts) was acquired and merged into the Company.

As a result of the various mergers and acquisitions, the Company furnishes water service to about 681,707 customers in the following municipalities:

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

All, or portions of, the Cities of Clairton and Pittsburgh (16th, 18th, 19th, 20th, 28th, 29th, 30th, 31st and 32nd Wards), the Boroughs of Baldwin, Bethel Park, Brentwood, Bridgeville, Carnegie, Castle Shannon, Crafton, Dormont, Dravosburg, Elizabeth, Glassport, Greentree, Heidelburg, Homestead, Ingram, Jefferson, Liberty, Lincoln, Mount Oliver, Munhall, Pleasant Hills, Rosslyn Farms, Thornburg, West Elizabeth, West Homestead, West Mifflin, Whitaker and Whitehall and the Townships of Baldwin, Collier, Elizabeth, Forward, Mt. Lebanon, North Fayette, Robinson, Scott, South Fayette, South Park and Upper St. Clair in Allegheny County;

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

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

All, or portions of, the Boroughs of Sinking Spring, St. Lawrence and Wyomissing and the Townships of Amity, Cumru, Earl, Exeter, Lower Heidelberg, Ruscombmanor, South Heidelberg and Spring in Berks County;

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

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

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

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

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

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

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

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

All, or portions of, the Boroughs of Camp Hill, Lemoyne, New Cumberland, Shiremanstown and Wormleysburg and the Townships of East Pennsboro, Hampden, Lower Allen, Middlesex, Silver Spring and Upper Allen in Cumberland County;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

All, or portions of, the Borough of Lewisburg and the Townships of Buffalo, East Buffalo, Gregg, Kelly and White Deer in Union County;

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

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

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

Portion of the Township of Overfield in Wyoming County; and

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

As a result of acquisitions, the Company furnishes wastewater service to about 97,585 customers in the following municipalities:

Portions of, the Townships of Franklin, Hamiltonban and Highland in Adams County;

All, or portions of, the Cities of Duquesne and McKeesport and the Boroughs of Dravosburg, Port Vue and West Mifflin in Allegheny County;

All of the Borough of Koppel in Beaver County;

All, or portions of, the Townships of Alsace, Douglass, Exeter and Lower Alsace in Berks County;

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

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

All, or portions of, the Borough of New Cumberland and the Township of Lower Allen in Cumberland County;

All of the City of Scranton and the Borough of Dunmore in Lackawanna County;

Portions of the Township of Foster in Luzerne County;

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

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

All, or portions of, the Borough of Royersford and the Townships of Upper Pottsgrove and Upper Providence in Montgomery County;

All, or portions of, the Boroughs of McEwensville and Turbotville in Northumberland County;

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

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

All, or portions of, the City of York, the Borough of North York and the Townships of Fairview, Manchester, Newberry and York in York County.

[418 municipalities in 37 counties.]

06/30/2023

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of the transfer, by sale, of substantially all of the Township of Farmington's assets, properties and rights related to its drinking water distribution and wastewater collection and treatment systems; and the right of Pennsylvania-American Water Company to begin to offer and furnish water service to the public in an additional portion and wastewater service to the public in a portion of the Township of Farmington, Clarion County, Pennsylvania

Appendix E

Water Supply Agreement dated May 31, 2002, as amended December 1, 2004
and March 23, 2005

WATER SUPPLY AGREEMENT

This Agreement entered into this 31st day of May, 2002, by and between the Township of Farmington, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania located in Farmington Township, Clarion County, Pennsylvania (hereinafter referred to as "FARMINGTON"), and Pennsylvania-American Water Company, a corporation existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business located at 800 West Hershey Park Drive, Hershey, Pennsylvania (hereinafter referred to as "PAWC").

WITNESSETH

WHEREAS, FARMINGTON plans to construct a public water supply system to serve approximately 302 homes and businesses in portions of Farmington Township, Clarion County, Pennsylvania, as shown on Exhibit 1 (hereinafter referred to as "WATER SYSTEM"); and

WHEREAS, FARMINGTON wishes to obtain a source of supply of potable water from PAWC to furnish residents and customers of the WATER SYSTEM; and

WHEREAS, PAWC is a public utility engaged in the business of storing, supplying, distributing and selling water to the public and operates a water system in certain portions of Pennsylvania, including Clarion County, Pennsylvania; and

WHEREAS, PAWC is in the process of expanding its existing water supply in Clarion County through construction of a new water treatment plant located in Clarion Township, Clarion County, Pennsylvania and acquiring and interconnecting the Shippenville Borough Authority water system located in Shippenville Borough, Clarion County, Pennsylvania; and

WHEREAS, upon completion of the new water treatment plant and the acquisition and interconnection of the Shippenville Borough Authority water system, PAWC will be able to provide FARMINGTON with a supply of potable water; and

WHEREAS, PAWC and FARMINGTON have reached an understanding with respect to PAWC furnishing such a supply of potable water to FARMINGTON and the parties now desire to enter into this Agreement to confirm their understanding in writing.

NOW THEREFORE, this Agreement witnesseth that for and in consideration of the premises, and the mutual covenants herein contained, the parties hereto agree as follows:

1. **Sale and Purchase of Water.** PAWC agrees to sell to FARMINGTON, and FARMINGTON agrees to purchase from PAWC, a supply of potable water in quantities specified herein for use and resale by FARMINGTON to its customers in Farmington Township.

2. **Term.** This Agreement shall become effective upon execution by the parties and shall continue in effect for a period of forty (40) years following the date FARMINGTON first takes delivery of water from PAWC, and thereafter for successive periods of ten (10) years, provided, however, that either party may terminate the Agreement by giving the other at least one (1) year advance written notice prior to the end of the first forty (40) year period or any ten (10) year period thereafter. Should PAWC terminate this Agreement, it is understood that FARMINGTON shall be allowed a reasonable period of time to replace the supply of water which PAWC was furnishing to FARMINGTON at the time of giving notice of termination, but no longer than ten (10) years.

The obligation of FARMINGTON to begin purchasing water from PAWC under this Agreement shall commence on either (i) January 1, 2004 or (ii) within two (2) months of the completion by PAWC of the facilities described at Paragraph 6 of this Agreement, whichever is later, provided all funds required to complete FARMINGTON's capital project are secured by November 30, 2002.

3. **Price.** FARMINGTON shall pay PAWC for all water purchased under this Agreement in accordance with the rates in effect for "Other Water Utilities - Group A" customers within PAWC's Rate Zone 1 rate schedule, as set forth in PAWC's Tariff-Water-PA-P.U.C. No. 4 (hereinafter referred to as "TARIFF") in effect on the date of this Agreement, and as such rates are amended hereafter from time to time and lawfully established.

4. **Billing and Payment.** PAWC shall bill FARMINGTON monthly based on actual or estimated quantities of water transmitted through PAWC's master water meter at the point of connection. FARMINGTON shall pay PAWC within twenty (20) days of the date a bill is rendered. If a bill is estimated during any month, the estimated billings shall be properly adjusted at the first metered billing following the estimated billing (s). Estimated quantities will only be used when necessary due to the unavailability of actual quantity information. During the first two years of service, PAWC agrees not to bill on the basis of estimates for more than two consecutive months, except when prevented by weather conditions or other causes beyond its control. When estimated values are used, PAWC will adjust to actual figures as soon as reasonably possible. PAWC shall have the right to discontinue service to FARMINGTON after fifteen (15) days' notice in writing to FARMINGTON for failure to pay any bill for water purchased within said billing period. PAWC

shall have the right to terminate this Agreement and to discontinue service to FARMINGTON after sixty (60) days notice for violation of any of the terms of this Agreement or for any violation of the rules and regulations of PAWC as set forth in PAWC duly filed and approved Tariff, providing FARMINGTON shall not have remedied such violation during said sixty (60) day period.

Notwithstanding the foregoing, the minimum monthly charge billed to FARMINGTON for water service shall be for Fifty Thousand (50,000) gallons of water per day averaged over the monthly billing period ("Minimum Monthly Charge"), regardless of whether FARMINGTON draws less than that amount. This Minimum Monthly Charge will be adjusted if service must be curtailed or interrupted to an extent which would make it impossible for FARMINGTON to obtain Fifty Thousand (50,000) gallons of water per day through the connection.

5. **Quantities; Exclusivity.** It is expressly agreed by the parties that in no event shall the total quantity of water supplied by PAWC to FARMINGTON under this Agreement exceed One Hundred Thousand (100,000) gallons of water per day at any time averaged over a thirty day billing cycle ("Maximum Purchase Volume") nor shall the combined rate of flow exceed Two Hundred (200) gallons per minute ("Maximum Rate of Flow"), except in case of an emergency or with the express written consent of PAWC. Such quantities and rate of flow may be further restricted hereafter as set forth in Paragraph No. 12. It is agreed that PAWC shall have no responsibility or liability to FARMINGTON or any consumer for any failure or refusal to deliver water in excess of the above-stated maximum quantity.

PAWC shall be the exclusive supplier of water for public water service to all of Farmington Township, and FARMINGTON shall purchase its total requirements for water for FARMINGTON's

customers from PAWC pursuant to this Agreement; provided, however, that this exclusivity provision shall be waived if, and to the extent that, (a) FARMINGTON requires an additional volume of water in excess of the Maximum Purchase Volume to serve its customers, and PAWC is unable to deliver such additional volume, or (b) PAWC is requested to provide service to additional portions of the Township and PAWC is unable to provide reasonably comparable service to such additional areas.

PAWC shall also have the right to shut off all or any part of its plant and discontinue the service when deemed necessary by PAWC for the purpose of making any repairs, alterations or additions. Provided, however, that said shut off shall be applied in accordance with policies and procedures uniformly applied to all customers of PAWC.

FARMINGTON shall have the right to flush its lines, as it deems necessary and shall, except in emergencies, give one-week notice and coordinate its flushing programs with those of PAWC.

6. **Point of Connection; Ownership.** PAWC plans to install a water main from its existing facilities in Clarion Township, Clarion County across the Clarion River to State Route 322. PAWC will then extend the water main along State Route 322 in a northwesterly direction to the intersection of State Route 322 and State Route 66. PAWC plans to extend the water line along State Route 66 in a northeasterly direction to a point within 100 yards of the Knox Township and Farmington Township boundary, Clarion County. PAWC shall make potable water available to FARMINGTON in accordance with this Agreement along PAWC's proposed water main located along State Route 66 at a mutually agreed point of connection within Farmington Township within 100 yards of the Farmington/Knox Township boundary, as shown on Exhibit 1 as "Point of

Connection", (hereinafter referred to as "Point of Connection"), to connect to facilities installed by FARMINGTON for the WATER SYSTEM. The water line installed by PAWC to the Point of Connection is property of PAWC and will be maintained by PAWC. A six (6) inch meter at Point of Connection will measure the quantities of water delivered to FARMINGTON and serve as a basis for billing FARMINGTON at the regular rates of PAWC now or hereafter from time to time lawfully established. The meters, valves, and other facilities required to deliver and control the flow of water at the Point of Connection will be furnished and maintained by PAWC. FARMINGTON shall be responsible for financing, constructing, owning, operating and maintaining the WATER SYSTEM which shall include any and all facilities, other than the master meter at and from such Point of Connection, including, but not limited to the meter pit at the Point of Connection and any and all distribution facilities, pumps, storage facilities, meter pits, hydrants, valves, service lines, meters and FARMINGTON shall be the owner of such facilities. Subject to the provisions of Paragraph Nos. 4 and 5, FARMINGTON will purchase from PAWC all of its supply of potable water for use and resale by FARMINGTON to customers of the WATER SYSTEM as shown on Exhibit No. 1. Any expansions of the WATER SYSTEM will also be supplied by PAWC.

7. **Right of Entry.** PAWC and its representatives shall have the right to enter upon the premises of FARMINGTON to access the meter pit located at the Point of Connection at any time for the purpose of testing, removing, replacing or inspecting its meters, or for making such tests or inspection as it deems necessary including but not limited to water quality testing and monitoring, and shall have the right to attach any testing device in FARMINGTON's meter pit located at the Point of Connection. At a minimum, PAWC will test, and certify to FARMINGTON, the accuracy

of the meter located at the Point of Connection, in accordance with the rules and regulations of the Pennsylvania Public Utility Commission. If FARMINGTON desires more frequent testing of the meter, PAWC shall perform such additional test(s) upon the written request of FARMINGTON and payment by FARMINGTON of the fee specified in the rules and regulations of the Pennsylvania Public Utility Commission.

8. **Water Quality Standards.** PAWC shall comply with all Federal and Pennsylvania regulations concerning safe drinking water standards for water provided at the Point of Connection, during the term of this Agreement.

9. **Pressure and Volume.** FARMINGTON stipulates and agrees that PAWC shall not be obligated to provide and maintain any stipulated pressure or volume at Point of Connection or at the outlet side of the meters, provided however that PAWC agrees to provide at least such pressures at the Point of Connection as are necessary to fill FARMINGTON's distribution storage tank, subject to such interruptions and fluctuations in service as may from time to time occur as a result of or arising out of the operations and maintenance of the water supply and distribution system of PAWC. FARMINGTON will not install any pump or pump(s) within its WATER SYSTEM unless the design thereof shall have first been approved in writing by PAWC. Such approval shall not be unreasonably withheld. FARMINGTON further agrees that it will not permit the WATER SYSTEM, or any part thereof, to be connected in any way to any other source of water supply, except as provided for under Section 5 herein.

10. **Storage Facilities.** FARMINGTON stipulates and agrees that it will construct and maintain water storage facilities adequate to supply the WATER SYSTEM with a minimum of one

(1) day supply of water; based on a historic average; provided such water storage facilities shall not have a capacity of less than 100,000 gallons. Said storage facilities will be located within the WATER SYSTEM beyond the Point of Connection. FARMINGTON will design, purchase and install, at its expense, storage facility level monitoring and control equipment. Said equipment will be compatible with and capable of transmitting data to PAWC's existing Supervisory Control and Data Acquisition ("SCADA") system. FARMINGTON will be responsible for any ongoing costs associated with operating, maintaining, renewing or replacing any storage facility level monitoring and control equipment.

11. **Fire Hydrants.** The parties recognize that FARMINGTON may own, operate and maintain fire hydrants on the WATER SYSTEM. However, FARMINGTON stipulates and agrees that PAWC is not offering public fire protection service to FARMINGTON or to customers or to individuals in the territory in which FARMINGTON will render public water supply service as shown on Exhibit 1 and that this Agreement in no way obligates PAWC to deliver water in quantities or at pressures adequate for fire protection service; and further, that PAWC shall not be considered in any manner an insurer of property or persons, or to have undertaken to supply sufficient water or water pressure to extinguish fires, or to protect any persons or property against loss or damage by fire or otherwise. PAWC shall not be responsible for any claims for damage due to shortage of water nor for failure of the operation of any equipment owned or installed by PAWC or by FARMINGTON.

FARMINGTON agrees to indemnify PAWC, its agents, servants and employees or its successors and assigns against any and all claims for property damage, personal injury or death

arising out of or caused by fire, to the extent the inability to extinguish the fire or protect any person or property against loss or damage by fire was caused by or the result of the negligence of FARMINGTON.

The obligation of PAWC hereunder to supply to FARMINGTON is further limited by the understanding and agreement that PAWC shall use only such reasonable care and diligence to prevent and avoid interruptions and fluctuations in its service to FARMINGTON as it does in its own operation; and that it does not guarantee that interruptions and fluctuations in its service to FARMINGTON will not occur because of emergency due to breaks, leaks, defects or necessary repairs in its facilities, or caused by strikes, acts of God and similar causes.

12. **Conservation Measures.** The Maximum Purchase Volume and Maximum Rate of Flow under this Agreement shall be curtailed, when, if, and during the period in which voluntary and mandatory conservation measures generally applicable to all customers of the same class as FARMINGTON take effect as required by the terms of PAWC's drought contingency plan, or if required by rules, regulations, orders, directives or conditions imposed by regulatory agencies or governmental departments, bureaus or officials having jurisdiction over PAWC or made under the color of law.

13. **Service Disruptions.** FARMINGTON stipulates and agrees that PAWC shall not be responsible for temporary interruptions of service or for interruptions of service by reason of any cause beyond its control, and any such interruption or interruptions of service or failure of performance shall be excused during the period thereof and FARMINGTON, its successor or successors in ownership or authority, shall have no demand, claim or cause of action for damages

therefore, or arising therefrom, and any and all such claims, demands or causes of action are hereby expressly waived. The expression "cause beyond its control" shall be considered to include failure of water supply due to fire, strikes, riots, unforeseen or catastrophic elemental events, acts of God, or the public enemy, and failure or breaks or accidents to mains, machinery or other equipment, but this definition does not and shall not be deemed or considered to limit in any way the generality of the expression "cause beyond its control". PAWC agrees to use all reasonable efforts to repair main breaks in a prompt manner. Likewise, FARMINGTON, shall not be considered in default under this Agreement if it, for cause beyond its control, temporarily uses more water than is otherwise permissible under this Agreement or if it is compelled by reason of failure of PAWC's supply to temporarily resort to alternate sources. Furthermore, in the case of (i) a catastrophic failure of FARMINGTON's water storage tower or (ii) a catastrophic failure of FARMINGTON's transmission main between the water storage tower and FARMINGTON's water distribution system, lasting for more than forty-eight (48) hours, FARMINGTON shall be relieved of its obligation to pay the Minimum Monthly Charge for the month in which such catastrophic failure occurs or continues; however, FARMINGTON shall at all times remain obligated to pay for all actual quantities of water transmitted through the master meter at the point of connection, and FARMINGTON shall use its best efforts to repair or reconstruct such facilities with reasonable diligence.

PAWC shall also have the right to shut off all or any part of its plant and discontinue service when deemed necessary by PAWC for the purpose of making any repair, alterations, and or additions. PAWC will endeavor to provide FARMINGTON with thirty (30) days advance notice of any planned service interruption.

14. **First Right of Refusal.** In the event FARMINGTON should desire to sell the WATER SYSTEM or a portion thereof, PAWC shall have the right of first refusal to purchase the assets of the WATER SYSTEM or a portion thereof.

15. **Pass-Through Rights.** During the term of this Agreement, PAWC may connect or cause to be connected water distribution improvements owned by PAWC or by other customers of PAWC to water improvements owned by FARMINGTON, for the purpose of PAWC's providing water to other portions of PAWC's system located outside of Farmington Township. In the event such other connections have taken place during the term of this Agreement, upon termination of this Agreement by either party for any reason, PAWC shall be permitted to continue to utilize FARMINGTON's facilities to transmit water through the WATER SYSTEM for purposes of PAWC's providing water service to other portions of PAWC's system located outside of Farmington Township.

In exercising its pass-through rights under this paragraph, PAWC will exercise care so as not to adversely affect service within FARMINGTON. PAWC's metering point for repurchasing water from FARMINGTON shall include proper backflow prevention and metering devices which will be paid for and owned by PAWC. The amount charged to PAWC by FARMINGTON for repurchasing water under this paragraph shall be equal to PAWC's volumetric charge plus fifteen (15%) percent.

16. **Regulatory Approval.** The parties recognize and expressly agree that the consummation of this transaction is conditioned upon the approval of the Pennsylvania Public Utility Commission ("Pennsylvania PUC"). FARMINGTON and PAWC covenant and agree to initiate and faithfully prosecute the necessary proceedings to obtain the approval of the Pennsylvania PUC for

the right of PAWC to: a) begin to offer or furnish water service in portions of Paint Township, Clarion County, b) begin to offer or furnish water service to portions of Knox Township, Clarion County, c) Pennsylvania PUC approval of this Agreement, d) other matters before the Pennsylvania PUC as required. PAWC will take the initiative and bear the costs of filing the application for Pennsylvania PUC approval, and FARMINGTON agrees to fully cooperate as necessary, provided however, that each party shall bear its own legal costs.

17. **Pennsylvania Department of Environmental Protection Approval.** The parties recognize and expressly agree that the consummation of the transaction is conditioned upon receiving all necessary permits and approvals from the Pennsylvania Department of Environmental Protection, including a subsidiary Water Allocation Permit.

18. **PAWC Board Approval.** The parties recognize and expressly agree that the consummation of this transaction is conditioned upon receiving approval from the PAWC Board of Directors.

19. **Conditions Precedent.** The obligations of PAWC under this Agreement are subject to the fulfillment, of each of the following conditions: a) The Pennsylvania Infrastructure Investment Authority ("PENNVEST") shall have entered into a mutually satisfactory agreement with PAWC to loan PAWC at least Nine Million Three Hundred Thirty Five Thousand ($9,335,000) Dollars for a term of not less than twenty (20) years at an interest rate not to exceed 3.0 percent, for the purpose of constructing a 4.0 million gallon per day treatment plant, extending a water main across the Clarion River, constructing a 0.5 million gallon storage tank in Paint Township, Clarion County, acquiring and interconnecting the Shippenville Borough Authority and Sligo Borough

Authority water systems and other related construction improvements; b) PENNVEST shall have entered into a mutually satisfactory agreement with PAWC to loan PAWC at least Two Million Eight Hundred Sixty Thousand ($2,860,000) Dollars for a term of not less than twenty (20) years at a rate not to exceed 3.0 percent, for the purpose of constructing a water main and booster station to serve FARMINGTON as well as other related construction improvements; c) PAWC shall have completed construction of a booster station and pipeline from the end of PAWC's to-be- constructed system in Paint Township, Clarion County to the Point of Connection; d) PAWC shall have acquired all permits, real property and easements necessary to construct and operate the pipeline and booster station; e) PAWC shall have completed and have in operation its new filtration plant along the Clarion River in Clarion Township, Clarion County, Pennsylvania.

The obligations of FARMINGTON to buy or pay for water under this Agreement are subject to the fulfillment of the following condition: FARMINGTON shall have completed the construction of a water distribution system in Farmington Township; provided, however, that this condition shall be waived unless FARMINGTON notifies PAWC in writing on or before (i) PAWC receives approval from PENNVEST for the $2,860,000 loan or (ii) PAWC's first expenditure of funds under the loan whichever is later, that FARMINGTON will not complete the water distribution system.

20. **Successors and Assigns.** All the terms, conditions, rights and obligations of PAWC shall inure to the benefit of, and be binding upon PAWC, its successors and assigns. All the terms, conditions, rights and obligations of FARMINGTON shall inure to the benefit of, and be binding upon FARMINGTON, its successors and assigns, except that Farmington Township may

transfer the contemplated water system to another governmental or quasi-governmental entity such as a water authority, without prior approval.

21. **Termination by FARMINGTON.** FARMINGTON may terminate this Agreement upon written notice to PAWC, which shall relieve FARMINGTON of any further obligations under this Agreement in the event PAWC has not started construction of the connecting pipeline between PAWC's system and Farmington Township by June 30, 2003 or PAWC has not delivered water to the Point of Connection by March 2004, or if FARMINGTON does not secure all funding required to complete its capital project by November 30, 2002.

22. **Termination by PAWC.** PAWC may terminate this Agreement upon written notice to Farmington, which shall relieve PAWC of any further obligations under this Agreement in the event PAWC is unable to satisfy Paragraphs16,17, 18 or 19 of this Agreement by March 2004.

23. **Notices.** All notices, demands, requests, and approvals which may be or are required to be given by any party hereto to the other party shall be in writing and shall be deemed to have been sufficiently given if deposited in the United States mail, registered, with registration and postal charges prepaid, to the address of the party stated below or to such changed address as such party may have fixed by notice:

To PAWC:	800 West Hersheypark Drive Hershey, PA 17033
To: FARMINGTON:	32691 State Route 66 P.O. Box 148 Leeper, PA 16233

With copy to: Alexander, Garbarino, Neely, & Hindman, L.L.P.
415 Wood Street
P.O. Box 766
Clarion, PA 16214

Provided, however, that any notice of change of address shall be effective only upon receipt.

Whenever reference in this Agreement is made to any approval, consent, or permission required or permitted to be given by any of the parties hereto, such party covenants and agrees that its approval, consent or permission, as the case may be, shall not be unreasonably withheld.

24. **Whole Agreement - Alterations or Amendment.** The whole Agreement by the parties hereto is herein written and the parties are not bound by any agreement, understanding, or conditions otherwise than are expressly set forth and stipulated herein. No change, alteration, amendment, modification, or waiver of any of the terms or provisions hereof shall be effective unless the same be in writing and signed by the parties.

25. **Entire Agreement.** This Agreement constitutes the entire understanding by and between the parties hereto except as subject to the tariff rules and regulations of PAWC now in effect and as lawfully changed from time to time.

26. **Counterparts.** This Agreement may be executed in one or more counterparts, any and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized officers the date and year first above written.

ATTEST:

Secretary

(Seal)

FARMINGTON TOWNSHIP

By: _____

Chairman

ATTEST:

Secretary

(Seal)

PENNSYLVANIA-AMERICAN WATER COMPANY

By: _____

(Vice) President

AMENDMENT OF THE WATER SUPPLY AGREEMENT BETWEEN FARMINGTON TOWNSHIP AND PENNSYLVANIA-AMERICAN WATER COMPANY

THIS AGREEMENT is made and entered into as of the 1ST day of DECEMBER, 2004, by and between FARMINGTON TOWNSHIP ("FARMINGTON"), a municipal corporation, Fannington Township, Clarion County, PA, and PENNSYLVANIA-AMERICAN WATER COMPANY ("PAWC"), a corporation existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business located at 800 West Hershey Park Drive, Hershey, Pennsylvania 17033.

WITNESSETH

WHEREAS, FARMINGTON is a municipal corporation planning to construct a public water supply system to serve 302 homes and businesses in portions of Farmington Township, Clarion County, Pennsylvania; and

WHEREAS, PAWC is a public utility engaged in the business of storing, supplying, distributing and selling water to the public in various areas in Pennsylvania including certain areas in the vicinity of FARMINGTON'S public water system in Clarion County, Pennsylvania; and

WHEREAS, PAWC and FARMINGTON entered into a Water Supply Agreement (hereinafter referred to as the Agreement), dated May 31, 2002 whereby PAWC will supply potable water to FARMINGTON for its residents and customers; and

WHEREAS, PAWC is in the process of expanding its existing water supply in Clarion through construction of a new water treatment plant and acquiring and interconnecting the Shippenville Borough Authority water system located in Shippenville, Clarion County; and

WHEREAS, PAWC and FARMINGTON now desire to amend the Agreement in the following manner below; and

WHEREAS, PAWC and FARMINGTON now desire to enter into this Amendment to confirm their understanding in writing.

NOW THEREFORE, this Agreement witnesseth that for and in consideration of the respective covenants and agreements of the parties hereinafter set forth, the parties hereto, intending to be legally bound hereby, do covenant, contract and agree as follows:

1. Water Supply Agreement. The [Water Supply] Agreement dated May 31, 2002 between FARMINGTON TOWNSHIP and PENNSYLVANIA-AMERICAN WATER COMPANY is incorporated herein by reference.

AMENDENTS

2. **Term.** *Paragraph 2 of this Subsection is herby deleted, in its entirety, and the following substituted therefore:*

2. ***Term***. *The obligation of FARMINGTON to begin purchasing water from the PAWC under this Agreement shall commence on either (i) January 31,2005 or (ii) within two months of the completion by the PAWC of the facilities described at Paragraph* 6 *of the Agreement, whichever is later.*

4. **Billing and Payment.** *In the second full paragraph add after the word "foregoing" the following: starting April 1, 2005,*

21. **Termination by FARMINGTON**: *Change March 2004 to January 31, 2005. At the end of the section, add: In exchange for extending the termination date from November 20, 2002, to January 3, 2005, PAWC will grant a one-time water service credit of up to fourteen thousand ($14,000) dollars for Farmington's filling, flushing and sanitizing of the Water System.*

Balance of Agreement. All other terms and conditions of the Agreement shall be and remain in effect and the Agreement shall only be amended as set forth in this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment of the Water Supply Agreement between Farmington Township and Pennsylvania-American Water Company to be executed on the day and year first above written.

ATTEST:

(Asst.) Secretary

PENNSYLVANIA-AMERICAN WATER COMPANY

By:

Name: V.A. Redmond
Title: (Vice) President

FARMINGTON TOWNSHIP

By:

Name: Clyde E. Frederick
Title: Chairman, Board of Supervisors

AMENDMENT OF THE WATER SUPPLY AGREEMENT BETWEEN FARMINGTON TOWNSHIP AND PENNSYLVANIA-AMERICAN WATER COMPANY

THIS AGREEMENT is made and entered into as of the 23 day of MARCH, 2004, by and between FARMINGTON TOWNSHIP ("FARMINGTON"), a municipal corporation, Fannington Township, Clarion County, PA, and PENNSYLVANIA-AMERICAN WATER COMPANY ("PAWC"), a corporation existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business located at 800 West Hershey Park Drive, Hershey, Pennsylvania 17033.

WITNESSETH

WHEREAS, FARMINGTON is a municipal corporation planning to construct a public water supply system to serve 302 homes and businesses in portions of Farmington Township, Clarion County, Pennsylvania; and

WHEREAS, PAWC is a public utility engaged in the business of storing, supplying, distributing and selling water to the public in various areas in Pennsylvania including certain areas in the vicinity of FARMINGTON'S public water system in Clarion County, Pennsylvania; and

WHEREAS, PAWC and FARMINGTON entered into a Water Supply Agreement (hereinafter referred to as the Agreement), dated May 31, 2002 whereby PAWC will supply potable water to FARMINGTON for its residents and customers; and

WHEREAS, PAWC is in the process of expanding its existing water supply in Clarion through construction of a new water treatment plant and acquiring and interconnecting the Shippenville Borough Authority water system located in Shippenville, Clarion County; and

WHEREAS, PAWC and FARMINGTON now desire to amend the Agreement in the following manner below; and

WHEREAS, PAWC and FARMINGTON now desire to enter into this Amendment to confirm their understanding in writing.

NOW THEREFORE, this Agreement witnesseth that for and in consideration of the respective covenants and agreements of the parties hereinafter set forth, the parties hereto, intending to be legally bound hereby, do covenant, contract and agree as follows:

1. Water Supply Agreement. The [Water Supply] Agreement dated May 31, 2002 between FARMINGTON TOWNSHIP and PENNSYLVANIA-AMERICAN WATER COMPANY is incorporated herein by reference.

AMENDENTS

2. **Term.** *Paragraph 2 of this Subsection is herby deleted, in its entirety, and the following substituted therefore:*

2. ***Term***. *The obligation of FARMINGTON to begin purchasing water from the PAWC under this Agreement shall commence on either (i) January 31,2005 or (ii) within two months of the completion by the PAWC of the facilities described at Paragraph 6 of the Agreement, whichever is later.*

4. **Billing and Payment.** *In the second full paragraph add after the word "foregoing" the following: starting May 30, 2005,*

21. **Termination by FARMINGTON**: *Change March 2004 to May 30, 2005. At the end of the section, add: In exchange for extending the termination date from November 20, 2002, to January 3, 2005, PAWC will grant a one-time water service credit of up to fourteen thousand ($14,000) dollars for Farmington's filling, flushing and sanitizing of the Water System.*

Balance of Agreement. All other terms and conditions of the Agreement shall be and remain in effect and the Agreement shall only be amended as set forth in this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment of the Water Supply Agreement between Farmington Township and Pennsylvania-American Water Company to be executed on the day and year first above written.

ATTEST:

Secretary
(Seal)

FARMINGTON TOWNSHIP

By: _____
Chairman

ATTEST:

Secretary
(Seal)

PENNSYLVANIA-AMERICAN WATER COMPANY

By: _____
(Vice) President

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of the transfer, by sale, of substantially all of the Township of Farmington's assets, properties and rights related to its drinking water distribution and wastewater collection and treatment systems; and the right of Pennsylvania-American Water Company to begin to offer and furnish water service to the public in an additional portion and wastewater service to the public in a portion of the Township of Farmington, Clarion County, Pennsylvania

Appendix F

Balance Sheets of Farmington Township
Water (**Appendix "F.1"**) and Wastewater (**Appendix "F.2"**)

Farmington Township Water
Balance Sheet
December 31, 2022
(Dollars in thousands)

	Farmington Township Water December 31, 2022
Assets	
Cash and cash equivalents	$ 529
Other current assets	125
Total property plant and equipment	1,546
Other long-term assets	2,614
Total Assets	4,813
Capitalization and liabilities	
Short Term Debt	$ 18
Current Portion of Long-term Debt	46
Other current liabilities	287
Total Long-term Debt	2,250
Other Long Term Liabilities	2,212
Stockholder's equity	-
Contributions in aid of construction	-
Total Capitalization and liabilities	4,813

Farmington Township Wastewater
Balance Sheet
December 31, 2022
(Dollars in thousands)

	Farmington Township Wastewater December 31, 2022
Assets	
Cash and cash equivalents	$ 401
Other current assets	92
Total property plant and equipment	1,636
Other long-term assets	1,723
Total Assets	3,852
Capitalization and liabilities	
Short Term Debt	$ 12
Current Portion of Long-term Debt	70
Other current liabilities	327
Total Long-term Debt	1,944
Other Long Term Liabilities	1,499
Stockholder's equity	-
Contributions in aid of construction	-
Total Capitalization and liabilities	3,852

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of the transfer, by sale, of substantially all of the Township of Farmington's assets, properties and rights related to its drinking water distribution and wastewater collection and treatment systems; and the right of Pennsylvania-American Water Company to begin to offer and furnish water service to the public in an additional portion and wastewater service to the public in a portion of the Township of Farmington, Clarion County, Pennsylvania

Appendix G

Balance Sheet of Pennsylvania-American Water Company

Appendix G

Pennsylvania-American Water Company
Balance Sheet
December 31, 2022
(Dollars in thousands)

	PA American Water 12 Months Ended December 31, 2022 (Audited)
Assets	
Cash and cash equivalents	$ 2,441
Other current assets	177,198
Total property plant and equipment	6,102,812
Regulatory assets & other L/T Assets	285,345
Total Assets	$ 6,567,796
Capitalization and liabilites	
Short Term Debt	$ 22,955
Current Portion of Long-term Debt	4,313
Other current liabilities	201,023
Total Long-term Debt	2,198,611
Regulatory & Other Long Term Liabilities	1,195,437
Stockholder's equity	2,713,261
Contributions in aid of construction	232,196
Total Capitalization and liabilites	$ 6,567,796

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of the transfer, by sale, of substantially all of the Township of Farmington's assets, properties and rights related to its drinking water distribution and wastewater collection and treatment systems; and the right of Pennsylvania-American Water Company to begin to offer and furnish water service to the public in an additional portion and wastewater service to the public in a portion of the Township of Farmington, Clarion County, Pennsylvania

Appendix H

Income Statements of Farmington Township
Water (**Appendix "H.1"**) and Wastewater (**Appendix "H. 2"**)

Appendix H.1

Farmington Township Water
Income Statement
for the 12 Months Ended December 31, 2022
(Dollars in thousands)

	Farmington Township Water Water 12 Months Ended December 31, 2022
Operating Revenues	$ 440
Operating Expenses	
Operation and Maintenance	224
Depreciation and Amortization	75
General Taxes and Other	-
Total Operating Expenses	299
Operating Income	141
Other Income/(Expenses)	
Other Income/(Expense), Net	
Interest Expense, Net	(96)
Total Other Expenses	(96)
Income Before Income Taxes	45
Provision for Income Taxes	-
Net Income	$ 45

Appendix H.2

Farmington Township Wastewater
Income Statement
for the 12 Months Ended December 31, 2022
(Dollars in thousands)

	Farmington Township Wastewater Wastewater 12 Months Ended December 31, 2022
Operating Revenues	$ 328
Operating Expenses	
Operation and Maintenance	183
Depreciation and Amortization	90
General Taxes and Other	-
Total Operating Expenses	273
Operating Income	55
Other Income/(Expenses)	
Other Income/(Expense), Net	
Interest Expense, Net	(74)
Total Other Expenses	(74)
Income Before Income Taxes	(19)
Provision for Income Taxes	-
Net Income	$ (19)

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of the transfer, by sale, of substantially all of the Township of Farmington's assets, properties and rights related to its drinking water distribution and wastewater collection and treatment systems; and the right of Pennsylvania-American Water Company to begin to offer and furnish water service to the public in an additional portion and wastewater service to the public in a portion of the Township of Farmington, Clarion County, Pennsylvania

Appendix I

Income Statement of Pennsylvania-American Water Company

Pennsylvania-American Water Company **Appendix I**
Income Statement
for the 12 Months Ended December 31, 2022
(Dollars in thousands)

	PA American Water 12 Months Ended December 31, 2022 (Audited)
Operating Revenues	$ 818,396
Operating Expenses	
Operation and Maintenance	268,935
Depreciation and Amortization	176,914
General Taxes and Other	16,036
Total Operating Expenses	461,885
Operating Income	356,511
Other Income/(Expenses)	
Other Income/(Expense), Net	21,511
Interest Expense, Net	(87,294)
Total Other Expenses	(65,783)
Income Before Income Taxes	290,728
Provision for Income Taxes	54,260
Net Income	$ 236,468

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of the transfer, by sale, of substantially all of the Township of Farmington's assets, properties and rights related to its drinking water distribution and wastewater collection and treatment systems; and the right of Pennsylvania-American Water Company to begin to offer and furnish water service to the public in an additional portion and wastewater service to the public in a portion of the Township of Farmington, Clarion County, Pennsylvania

Appendix J

Pro Forma Balance Sheets of Pennsylvania-American Water Company
and Farmington Township
Water (**Appendix "J.1"**) and Wastewater (**Appendix "J.2"**)

Pennsylvania-American Water Company & Farmington Township Water
Pro-Forma Balance Sheet

Appendix J.1

(Dollars in thousands)

	PA American Water 12 Months Ended December 31, 2022 (Audited)	Farmington Township Water 12 Months Ended December 31, 2022	Combined Pro-Forma
Assets			
Cash and cash equivalents	$ 2,441	$ 529	$ 2,970
Other current assets	177,198	125	177,323
Total property plant and equipment	6,102,812	1,546	6,104,358
Regulatory assets & other L/T Assets	285,345	2,614	287,959
Total Assets	$ 6,567,796	$ 4,813	$ 6,572,609
Capitalization and liabilites			
Short Term Debt	$ 22,955	$ 18	$ 22,973
Current Portion of Long-term Debt	4,313	46	4,359
Other current liabilities	201,023	287	201,310
Total Long-term Debt	2,198,611	2,250	2,200,861
Regulatory & Other Long Term Liabilities	1,195,437	2,212	1,197,649
Stockholder's equity	2,713,261	-	2,713,261
Contributions in aid of construction	232,196	-	232,196
Total Capitalization and liabilites	$ 6,567,796	$ 4,813	$ 6,572,609

Pennsylvania-American Water Company & Farmington Township Wastewater
Pro-Forma Balance Sheet

Appendix J.2

(Dollars in thousands)

	PA American Water 12 Months Ended December 31, 2022 (Audited)	Farmington Township Wastewater 12 Months Ended December 31, 2022	Combined Pro-Forma
Assets			
Cash and cash equivalents	$ 2,441	$ 401	$ 2,842
Other current assets	177,198	92	177,290
Total property plant and equipment	6,102,812	1,636	6,104,448
Regulatory assets & other L/T Assets	285,345	1,723	287,068
Total Assets	$ 6,567,796	$ 3,852	$ 6,571,648
Capitalization and liabilites			
Short Term Debt	$ 22,955	$ 12	$ 22,967
Current Portion of Long-term Debt	4,313	70	4,383
Other current liabilities	201,023	327	201,350
Total Long-term Debt	2,198,611	1,944	2,200,555
Regulatory & Other Long Term Liabilities	1,195,437	1,499	1,196,936
Stockholder's equity	2,713,261	-	2,713,261
Contributions in aid of construction	232,196	-	232,196
Total Capitalization and liabilites	$ 6,567,796	$ 3,852	$ 6,571,648

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of the transfer, by sale, of substantially all of the Township of Farmington's assets, properties and rights related to its drinking water distribution and wastewater collection and treatment systems; and the right of Pennsylvania-American Water Company to begin to offer and furnish water service to the public in an additional portion and wastewater service to the public in a portion of the Township of Farmington, Clarion County, Pennsylvania

Appendix K

Pro Forma Consolidated Income Statements of
Pennsylvania-American Water Company and Farmington Township
Water (**Appendix "K.1"**) and Wastewater (**Appendix "K.2"**)

Pennsylvania-American Water Company and Farmington Township Water
Pro-forma Income Statement
(Dollars in thousands)

Appendix K.1

	PA American Water 12 Months Ended December 31, 2022 (Audited)	Farmington Township Water 12 Months Ended December 31, 2022	Combined Pro-Forma
Operating Revenues	$ 818,396	$ 440	$ 818,836
Operating Expenses			
Operation and Maintenance	268,935	224	269,159
Depreciation and Amortization	176,914	75	176,989
General Taxes and Other	16,036	-	16,036
Total Operating Expenses	461,885	299	462,184
Operating Income	356,511	141	356,652
Other Income/(Expenses)			
Other Income/(Expense), Net	21,511	-	21,511
Interest Expense, Net	(87,294)	(96)	(87,390)
Total Other Expenses	(65,783)	(96)	(65,879)
Income Before Income Taxes	290,728	45	290,773
Provision for Income Taxes	54,260	-	54,260
Net Income	$ 236,468	$ 45	$ 236,513

Pennsylvania-American Water Company and Farmington Township Wastewater
Pro-forma Income Statement

Appendix K.2

(Dollars in thousands)

	PA American Water 12 Months Ended December 31, 2022 (Audited)	Farmington Township Wastewater 12 Months Ended December 31, 2022	Combined Pro-Forma
Operating Revenues	$ 818,396	$ 328	$ 818,724
Operating Expenses			
Operation and Maintenance	268,935	183	269,118
Depreciation and Amortization	176,914	90	177,004
General Taxes and Other	16,036	-	16,036
Total Operating Expenses	461,885	273	462,158
Operating Income	356,511	55	356,566
Other Income/(Expenses)			
Other Income/(Expense), Net	21,511	-	21,511
Interest Expense, Net	(87,294)	(74)	(87,368)
Total Other Expenses	(65,783)	(74)	(65,857)
Income Before Income Taxes	290,728	(19)	290,709
Provision for Income Taxes	54,260	-	54,260
Net Income	$ 236,468	$ (19)	$ 236,449

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of the transfer, by sale, of substantially all of the Township of Farmington's assets, properties and rights related to its drinking water distribution and wastewater collection and treatment systems; and the right of Pennsylvania-American Water Company to begin to offer and furnish water service to the public in an additional portion and wastewater service to the public in a portion of the Township of Farmington, Clarion County, Pennsylvania

Appendix L

Resolutions of Pennsylvania-American Water Company
Board of Directors Authorizing Asset Purchase Agreement

PENNSYLVANIA-AMERICAN WATER COMPANY

I, Andrew L. Swope, Secretary of Pennsylvania-American Water Company, a Pennsylvania corporation (the "Company"), DO HEREBY CERTIFY that below is a true and correct copy of resolutions duly adopted by the Board of Directors of the Company by Unanimous Written Consent dated June 7, 2023, and that such resolutions have not been amended or rescinded and are still in full force and effect:

WHEREAS, Farmington Township ("Farmington") owns and operates water and wastewater systems that serve approximately 495 customers located within Farmington (the "Assets"); and

WHEREAS, the Company and Farmington have been engaged in discussions and negotiations regarding the terms pursuant to which the Company would acquire the Assets from Farmington; and

WHEREAS, the Company desires to purchase the Assets from Farmington pursuant to the terms that have been discussed and will be memorialized in an asset purchase agreement and other associated documents; and

WHEREAS, based on all of the foregoing, the Company requests the proper officers including but not limited to the President or a Vice President of the Company be authorized to (1) acquire the Assets for a maximum aggregate purchase price of up to $5,545,000.00 in cash (inclusive of any advanced payments that may be included in the asset purchase agreement), and (2) negotiate the terms and conditions of, and execute and deliver, an asset purchase agreement and other appropriate contracts, agreements, instruments, certificates and other documents, related to the purchase of the Assets.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby authorizes and delegates authority to the proper officers including but not limited to the President or a Vice President of the Company to (1) acquire the Assets for a maximum aggregate purchase price of up to $5,545,000.00 in cash (inclusive of any advanced payments that may be included in the asset purchase agreement), and (2) negotiate the terms and conditions of, and execute and deliver, an asset purchase agreement and other appropriate contracts, agreements, instruments, certificates and documents related to the purchase of the Assets; and further

RESOLVED, that the proper officers of the Company, or their designees, are hereby authorized and directed, for and on behalf of the Company, to execute and deliver all such documents and to do all such other acts or things as they may determine necessary to complete the purpose of this resolution; and further

RESOLVED, that all prior acts, executions and deliveries taken by each officer or the Company or his or her designee in connection with the subject matter of the foregoing actions and resolutions be and hereby are approved, adopted, ratified and confirmed in all respects as the acts and deeds of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of this Company this 24th day of August, 2023.

Secretary

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of the transfer, by sale, of substantially all of the Township of Farmington's assets, properties and rights related to its drinking water distribution and wastewater collection and treatment systems; and the right of Pennsylvania-American Water Company to begin to offer and furnish water service to the public in an additional portion and wastewater service to the public in a portion of the Township of Farmington, Clarion County, Pennsylvania

Appendix M

Resolutions of Farmington Township Board of Supervisors
Authorizing Asset Purchase Agreement

Appendix M

RESOLUTION 4 of 2023
OF FARMINGTON TOWNSHIP
CLARION COUNTY, PENNSYLVANIA

WHEREAS, Farmington Township, Clarion County, Pennsylvania, Board of Supervisors deems it in the best interest of the Township to enter into an Asset Purchase Agreement to sell its drinking water distribution system and waste water collection and treatment systems to Pennsylvania-American Water Company;

WHEREAS, an Asset Purchase Agreement has been drafted and approved by both parties and properly presented at its properly advertised public meeting;

NOW THEREFORE, SO BE IT RESOLVED, that the Board of Supervisors approves the Asset Purchase Agreement between itself and Pennsylvania American Water-Company as presented, and Matthew J. Sherbine, Chairman of the Board is hereby authorized to execute the Agreement on behalf of Farmington Township, with Secretary Robin S. Kahle attesting.

RESOLVED, this 7th day of June, 2023, by the Board of Supervisors of Farmington Township, Clarion County, Pennsylvania.

ATTEST:

Robin S. Kahle
Secretary, Robin S. Kahle

Chairman of the Board, Matthew J. Sherbine

Vice Chairman of the Board, David Crise

Charles Gilbert, Supervisor

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of the transfer, by sale, of substantially all of the Township of Farmington's assets, properties and rights related to its drinking water distribution and wastewater collection and treatment systems; and the right of Pennsylvania-American Water Company to begin to offer and furnish water service to the public in an additional portion and wastewater service to the public in a portion of the Township of Farmington, Clarion County, Pennsylvania

Appendix N

Verifications that Application Complies with County and Township Comprehensive Plans and Zoning Ordinances

Appendix N.1 – Clarion County Planning Department Verification
Appendix N.2 – Pennsylvania-American's Letter to Farmington Township Planning Commission

PENNSYLVANIA AMERICAN WATER

VIA Email: kamato@co.clarion.pa.us

August 18, 2023

Kristi Amato, Director
Clarion County Planning Department
Clarion County Courthouse
421 Main Street, Suite 22
Clarion, PA 16214

Re: Pennsylvania-American Water Company application to begin to offer and furnish water and wastewater services to the public in the Township of Farmington, Clarion County, Pennsylvania

Dear Ms. Amato:

Pennsylvania-American Water Company (Pennsylvania American Water) is submitting an application with the Pennsylvania Public Utility Commission (PUC) to acquire, by sale, substantially all of the Township of Farmington's assets, properties and rights related to its drinking water distribution and its wastewater collection and treatment systems serving the Township of Farmington, Clarion County.

As part of the application process, the PUC requests Pennsylvania American Water seek input from the Clarion County Planning Department ("County") for the purpose of determining if Pennsylvania American Water's application complies with the County's land use planning.

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

1. Are there adopted municipal comprehensive plans for the Township involved? No
2. Is there an adopted county comprehensive plan? Yes
3. Is there an adopted multi-municipal or multi-county comprehensive plan? No
4. Is there an adopted county or municipal zoning ordinance or joint municipal zoning ordinance? Yes
5. Is the proposed project consistent with these comprehensive plans and/or zoning ordinances? Yes
6. If the answer is "yes" to the above questions, please sign below, or submit a letter, indicating that the application is consistent with the applicable comprehensive plans and zoning ordinances. If the application is not consistent with the applicable comprehensive plans and zoning ordinances, please provide an explanation.

If you have any questions, please call me at 814-279-4710 or email jed.fiscus@amwater.com

Sincerely,

Jed A. Fiscus, P.E.
Engineering Manager, Northwest PA
Pennsylvania-American Water Company

Pennsylvania American Water's application is consistent with the applicable comprehensive plans and zoning ordinances.

Clarion County Signature: Kristi Amato

Printed Name/Title: Kristi Amato, Director, Clarion County Dept. of Planning & Development

Please e-mail this form to: Emily Hicks at emily.hicks@amwater.com or mail to: 852 Wesley Drive, Mechanicsburg, PA 17055

PENNSYLVANIA AMERICAN WATER

VIA Email

August 18, 2023

Farmington Township Planning Commission
32691 Route 66
Leeper, PA 16233

Re: Pennsylvania-American Water Company application to begin to offer and furnish water and wastewater services to the public in the Township of Farmington, Clarion County, Pennsylvania

Dear Planning Commission:

Pennsylvania-American Water Company (Pennsylvania American Water) is submitting an application with the Pennsylvania Public Utility Commission (PUC) to acquire, by sale, substantially all of the Township of Farmington's assets, properties and rights related to its drinking water distribution and its wastewater collection and treatment systems serving the Township of Farmington, Clarion County.

As part of the application process, the PUC requests Pennsylvania American Water seek input from Farmington Township ("Township") for the purpose of determining if Pennsylvania American Water's application complies with the Township's land use planning.

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

1. Are there adopted municipal comprehensive plans for the Township involved? _____
2. Is there an adopted county comprehensive plan? _____
3. Is there an adopted multi-municipal or multi-county comprehensive plan? _____
4. Is there an adopted county or municipal zoning ordinance or joint municipal zoning ordinance? _____
5. Is the proposed project consistent with these comprehensive plans and/or zoning ordinances? _____
6. If the answer is "yes" to the above questions, please sign below, or submit a letter, indicating that the application is consistent with the applicable comprehensive plans and zoning ordinances. If the application is not consistent with the applicable comprehensive plans and zoning ordinances, please provide an explanation.

If you have any questions, please call me at 814-279-4710 or email jed.fiscus@amwater.com

Sincerely,

Jed A. Fiscus, P.E.
Engineering Manager, Northwest PA
Pennsylvania-American Water Company

Pennsylvania American Water's application is consistent with the applicable comprehensive plans and zoning ordinances.

Farmington Township Planning Commissin Signature: _____

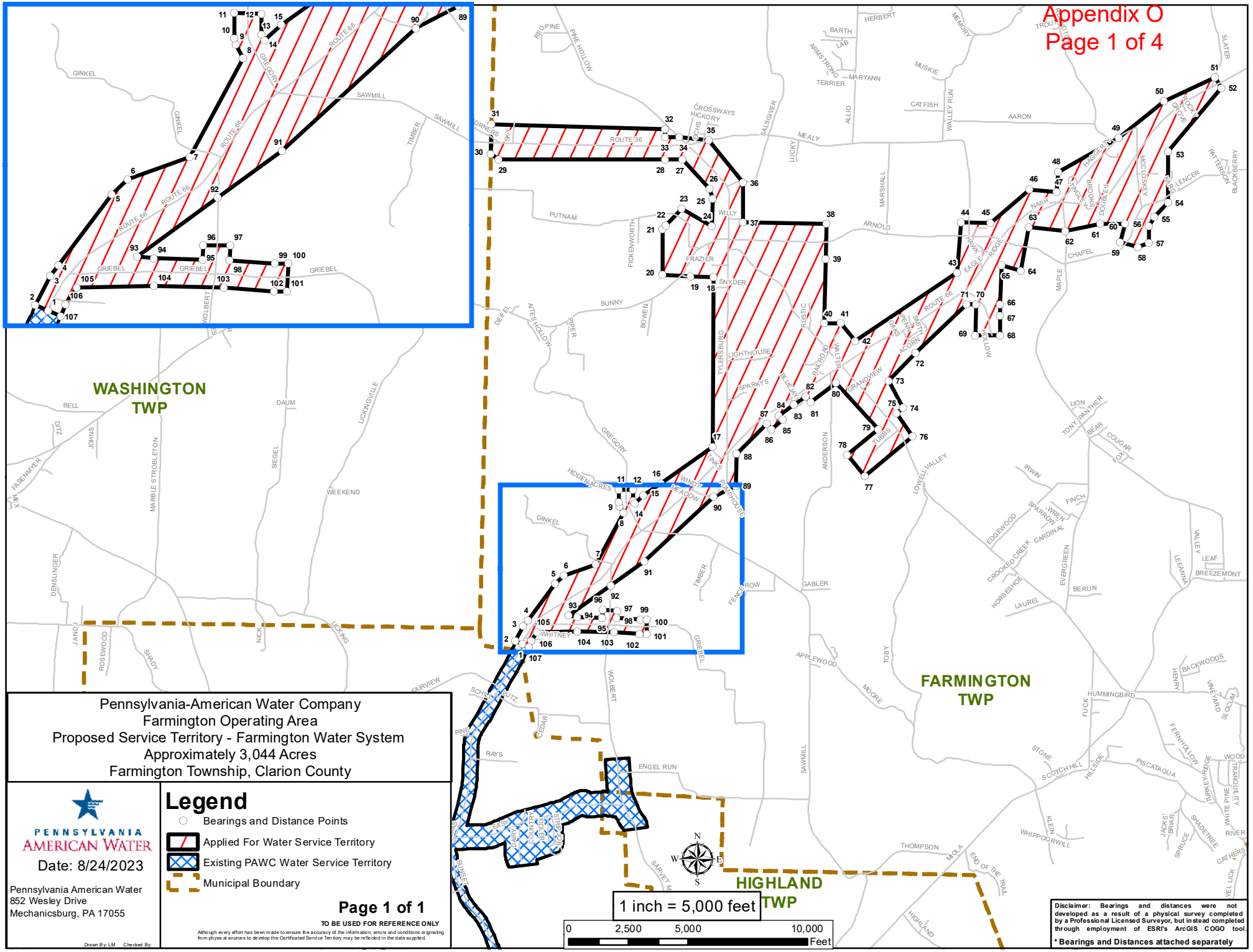
Printed Name/Title: _____

Please e-mail this form to: Emily Hicks at emily.hicks@amwater.com or mail to: 852 Wesley Drive, Mechanicsburg, PA 17055

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of the transfer, by sale, of substantially all of the Township of Farmington's assets, properties and rights related to its drinking water distribution and wastewater collection and treatment systems; and the right of Pennsylvania-American Water Company to begin to offer and furnish water service to the public in an additional portion and wastewater service to the public in a portion of the Township of Farmington, Clarion County, Pennsylvania

Appendix O

Applied-For Water Service Territory Map and Description



Pennsylvania-American Water Company
Farmington Operating Area
Proposed Service Territory - Farmington Water System
Approximately 3,044 Acres
Farmington Township, Clarion County

PENNSYLVANIA AMERICAN WATER

Date: 8/24/2023

Pennsylvania American Water
852 Wesley Drive
Mechanicsburg, PA 17055

Drawn By: LM Checked By:

Legend

- Bearings and Distance Points
- Applied For Water Service Territory
- Existing PAWC Water Service Territory
- Municipal Boundary

Page 1 of 1

TO BE USED FOR REFERENCE ONLY

Although every effort has been made to ensure the accuracy of the information, errors and conditions originating from physical sources to develop the Certificated Service Territory may be reflected in the data supplied.

Disclaimer: Bearings and distances were not developed as a result of a physical survey completed by a Professional Licensed Surveyor, but instead completed through employment of ESRI's ArcGIS COGO tool.

* Bearings and Distances attached separately

Starting Point: From the centerline of Route 66 where Knox Township and Farmington Township meet, travel a distance of 300 ft in a northeasterly direction to Point 1.

From	To	Bearing	Distance (Ft)
1	2	N65°54'26"W	300.04
2	3	N27°29'16"E	723.05
3	4	N37°04'20"E	279.46
4	5	N36°57'07"E	1930.97
5	6	N45°44'27"E	472.37
6	7	N70°15'32"E	1446.82
7	8	N28°22'45"E	2436.36
8	9	N27°52'54"W	329.15
9	10	N14°45'39"W	152.72
10	11	N0°14'03"W	550.27
11	12	S89°12'20"E	599.97
12	13	S0°14'11"W	461.44
13	14	S28°09'11"E	126.70
14	15	N48°38'11"E	494.63
15	16	N54°38'54"E	881.10
16	17	N54°41'48"E	2668.47
17	18	N0°10'22"E	7079.45
18	19	N87°21'06"W	950.85
19	20	N86°28'20"W	1190.09
20	21	N0°56'07"E	1880.56
21	22	N34°02'45"E	231.13
22	23	N43°27'28"E	957.89
23	24	S59°41'46"E	1462.37
24	25	N2°28'55"E	1158.02
25	26	N22°24'19"W	428.15
26	27	N42°23'47"W	1664.65
27	28	N88°47'19"W	718.48
28	29	N89°56'29"W	6975.99
29	30	N53°56'39"W	401.80
30	31	N1°20'35"E	1234.70
31	32	S88°16'53"E	7259.79
32	33	S2°28'36"E	319.98
33	34	S88°49'16"E	579.18
34	35	S84°11'48"E	1266.37
35	36	S38°59'06"E	2265.60
36	37	S0°36'46"W	1685.10
37	38	S89°15'18"E	3506.97
38	39	S0°50'09"W	1483.52
39	40	S1°52'23"W	2707.12
40	41	N89°01'11"E	710.35

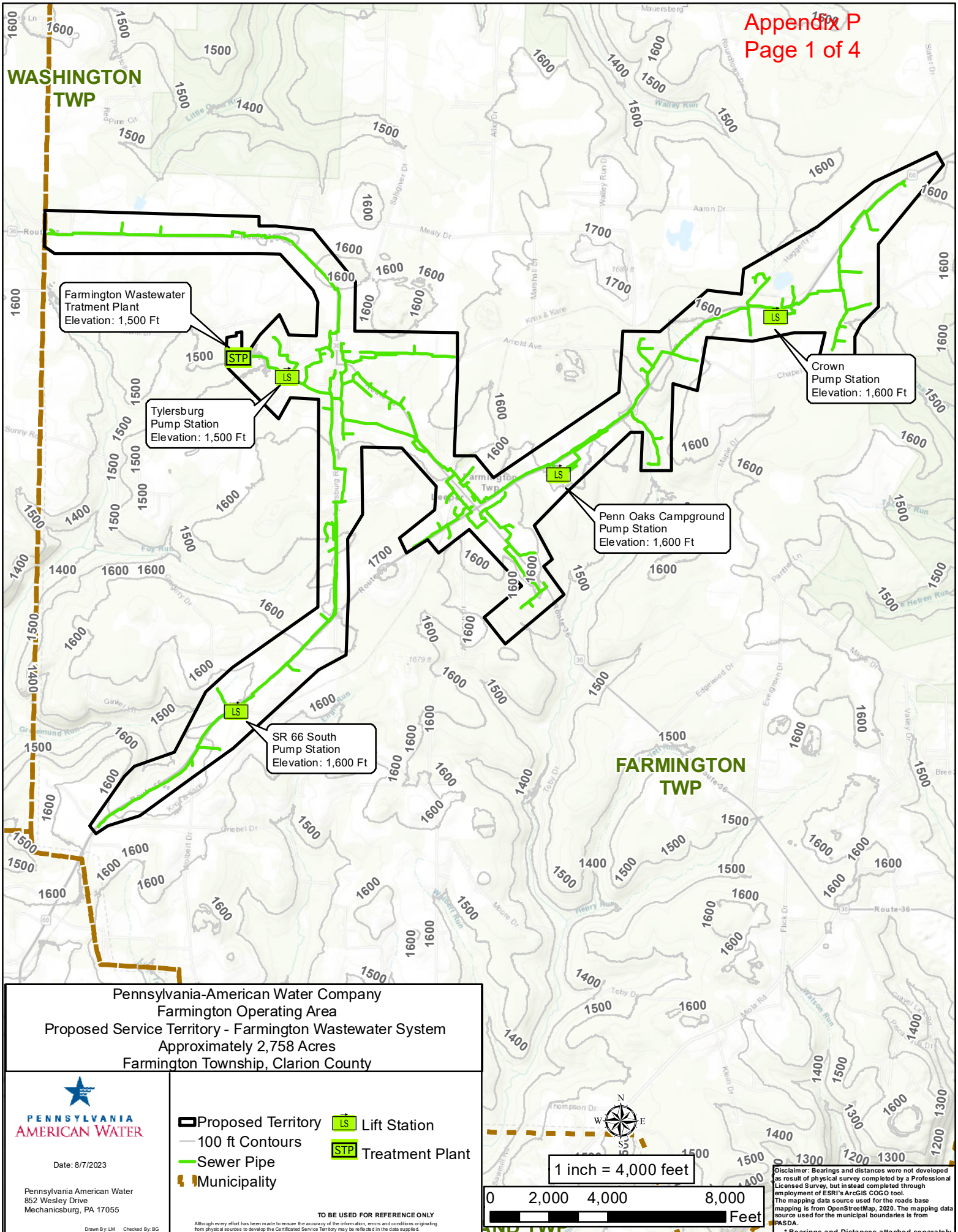
41	42	S38°55'25"E	956.78
42	43	N56°02'27"E	5163.27
43	44	N3°42'08"E	2107.26
44	45	S88°47'54"E	1240.21
45	46	N49°42'12"E	2161.57
46	47	S83°48'29"E	1129.54
47	48	N5°29'47"E	857.24
48	49	N60°38'10"E	2900.30
49	50	N51°24'22"E	2433.18
50	51	N64°32'33"E	2373.89
51	52	S29°24'03"E	502.18
52	53	S39°38'11"W	3469.28
53	54	S0°40'44"W	2143.35
54	55	S43°38'31"W	822.33
55	56	S27°21'08"W	456.50
56	57	S0°54'27"W	689.62
57	58	S71°01'04"W	499.42
58	59	N74°02'19"W	762.65
59	60	N14°23'07"E	780.32
60	61	N89°23'42"W	1027.87
61	62	S78°20'43"W	1495.95
62	63	N84°40'24"W	1533.30
63	64	S10°30'43"W	1845.47
64	65	N73°40'10"W	839.18
65	66	S2°36'12"W	1642.18
66	67	S0°12'24"W	472.82
67	68	S0°12'24"W	839.33
68	69	N89°39'59"W	1031.23
69	70	N2°05'00"E	1306.51
70	71	N89°41'21"W	385.26
71	72	S46°39'55"W	2942.15
72	73	S44°35'44"W	1648.86
73	74	S28°23'27"E	1302.59
74	75	S50°55'33"W	353.42
75	76	S35°08'34"E	1172.62
76	77	S49°40'46"W	2609.28
77	78	N39°06'00"W	1164.42
78	79	N50°09'29"E	1676.18
79	80	N42°43'21"W	2627.32
80	81	S52°02'08"W	1315.32
81	82	N39°35'35"W	313.87
82	83	S55°13'52"W	607.36
83	84	S55°56'52"W	783.58
84	85	S40°13'46"E	242.84
85	86	S49°38'20"W	599.97
86	87	N40°04'21"W	308.34
87	88	S44°44'07"W	1787.33

88	89	S2°08'53"W	1327.61
89	90	S62°10'15"W	1043.42
90	91	S47°23'52"W	3961.35
91	92	S54°04'33"W	1730.48
92	93	S54°08'07"W	2176.06
93	94	S83°54'36"E	379.21
94	95	S88°18'15"E	1047.27
95	96	N3°31'21"E	306.42
96	97	S89°34'00"E	600.13
97	98	S3°19'41"W	323.80
98	99	S85°54'21"E	984.88
99	100	N90°00'00"E	286.75
100	101	S1°47'06"W	600.27
101	102	N89°59'24"W	284.25
102	103	N85°55'41"W	1098.69
103	104	N88°18'11"W	1524.37
104	105	S88°40'38"W	1686.78
105	106	S31°30'56"W	434.31
106	107	S24°05'34"W	284.87
107	1	N65°54'26"W	299.93

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of the transfer, by sale, of substantially all of the Township of Farmington's assets, properties and rights related to its drinking water distribution and wastewater collection and treatment systems; and the right of Pennsylvania-American Water Company to begin to offer and furnish water service to the public in an additional portion and wastewater service to the public in a portion of the Township of Farmington, Clarion County, Pennsylvania

Appendix P

Applied-For Wastewater Service Territory Map and Description



Pennsylvania-American Water Company
Farmington Operating Area
Proposed Service Territory - Farmington Wastewater System
Approximately 2,758 Acres
Farmington Township, Clarion County

PENNSYLVANIA AMERICAN WATER

Date: 8/7/2023

Pennsylvania American Water
852 Wesley Drive
Mechanicsburg, PA 17055

Drawn By: LM Checked By: BG

Proposed Territory
100 ft Contours
Sewer Pipe
Municipality
LS Lift Station
STP Treatment Plant

TO BE USED FOR REFERENCE ONLY

Although every effort has been made to ensure the accuracy of the information, errors and conditions originating from physical sources to develop the Certificated Service Territory may be reflected in the data supplied.

1 inch = 4,000 feet

0 2,000 4,000 8,000 Feet

Disclaimer: Bearings and distances were not developed as result of physical survey completed by a Professional Licensed Survey, but instead completed through employment of ESRI's ArcGIS COGO tool.
The mapping data source used for the roads base mapping is from OpenStreetMap, 2020. The mapping data source used for the municipal boundaries is from PASDA.
* Bearings and Distances attached separately

Document Path: \\amwater.net\GIS\gisuserdata\Pennsylvania\Acquisitions\Clarion County\Farmington_Twp\PUC Application\MXD\Sewer\Farmington_WW_Act12.mxd

Starting Point: Beginning along the centerline of Route 36 at the border of Washington Township and Farmington Township.

From	To	Bearing	Distance (Ft)
1	2	N1°20'35"E	765.65
2	3	S88°16'53"E	7259.79
3	4	S2°28'36"E	319.98
4	5	S88°49'16"E	579.18
5	6	S84°11'48"E	1266.37
6	7	S38°59'06"E	2265.60
7	8	S0°36'46"W	1685.10
8	9	S89°15'18"E	3506.97
9	10	S1°30'21"W	4190.48
10	11	N89°01'11"E	710.35
11	12	S38°55'25"E	956.78
12	13	N56°02'27"E	5163.27
13	14	N3°42'08"E	2107.26
14	15	S88°47'54"E	1240.21
15	16	N49°42'12"E	2161.57
16	17	S83°48'29"E	1129.54
17	18	N5°29'47"E	857.24
18	19	N60°38'10"E	2900.30
19	20	N51°24'22"E	2433.18
20	21	N64°32'33"E	2373.89
21	22	S29°24'03"E	502.18
22	23	S39°38'11"W	3469.28
23	24	S0°40'44"W	2143.35
24	25	S43°38'31"W	822.33
25	26	S27°21'08"W	456.50
26	27	S0°54'27"W	689.62
27	28	S71°01'04"W	499.42
28	29	N74°02'19"W	762.65
29	30	N14°23'07"E	780.32
30	31	N89°23'42"W	1027.87
31	32	S78°20'43"W	1495.95
32	33	N84°40'24"W	1533.30
33	34	S10°30'43"W	1845.47
34	35	N73°40'10"W	839.18
35	36	S2°36'12"W	1642.18
36	37	S0°12'24"W	1312.15
37	38	N89°39'59"W	1031.23
38	39	N2°05'00"E	1306.51
39	40	N89°41'21"W	385.26
40	41	S46°39'55"W	2942.15
41	42	S44°35'44"W	1648.86

42	43	S28°23'27"E	1302.59
43	44	S50°55'33"W	353.42
44	45	S35°08'34"E	1172.62
45	46	S49°40'46"W	2609.28
46	47	N39°06'00"W	1164.42
47	48	N50°09'29"E	1676.18
48	49	N42°43'21"W	2627.32
49	50	S52°02'08"W	1315.32
50	51	N39°35'35"W	599.29
51	52	S56°26'26"W	844.81
52	53	N26°10'55"W	580.38
53	54	N51°59'50"E	1536.76
54	55	N3°03'24"E	805.63
55	56	N42°01'07"W	1758.84
56	57	N89°03'00"W	1345.89
57	58	S0°46'34"E	2298.55
58	59	S31°39'22"W	965.94
59	60	S0°20'22"E	1852.34
60	61	S2°08'53"W	2101.48
61	62	S62°10'15"W	1043.42
62	63	S47°23'52"W	3961.35
63	64	S54°06'33"W	3906.54
64	65	S72°21'41"W	1155.42
65	66	S58°15'59"W	465.41
66	67	N40°30'10"W	328.79
67	68	N34°39'11"E	2051.81
68	69	N45°44'27"E	472.37
69	70	N70°15'32"E	1446.82
70	71	N27°23'17"E	2327.62
71	72	N48°38'11"E	1227.42
72	73	N54°41'05"E	3549.57
73	74	N0°10'22"E	7079.45
74	75	N87°21'06"W	950.85
75	76	S29°02'09"W	818.17
76	77	N44°38'24"W	2547.25
77	78	N1°04'07"E	466.27
78	79	N12°36'32"W	63.20
79	80	N3°37'46"E	437.60
80	81	N81°00'32"E	329.88
81	82	N0°44'44"E	111.69
82	83	N81°44'44"E	196.92
83	84	S0°45'45"W	617.82
84	85	S88°17'49"E	272.96
85	86	N34°02'45"E	624.82
86	87	N43°27'28"E	957.89
87	88	S23°56'02"E	786.47
88	89	S88°50'35"E	943.69

89	90	N2°28'55"E	1158.02
90	91	N22°24'19"W	428.15
91	92	N42°23'47"W	1664.65
92	93	N89°50'02"W	7694.33
93	94	N53°56'39"W	401.80
94	1	N1°20'35"E	469.05

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of the transfer, by sale, of substantially all of the Township of Farmington's assets, properties and rights related to its drinking water distribution and wastewater collection and treatment systems; and the right of Pennsylvania-American Water Company to begin to offer and furnish water service to the public in an additional portion and wastewater service to the public in a portion of the Township of Farmington, Clarion County, Pennsylvania

Appendix Q

Act 537 Plan

Pennsylvania Department of Environmental Protection
230 Chestnut Street
Meadville, PA 16335-3481
December 3, 1999

Northwest Regional Office

814-332-6942
Fax: 814-332-6121

Farmington Township Supervisors
c/o Ms. Nancy S. Mellon, Secretary
P.O. Box 148
Leeper, PA 16233

RE: Official Sewage Facilities Plan Approval
Farmington Township, Clarion County

Dear Supervisors:

The Department of Environmental Protection hereby approves the report titled "Farmington Township Leeper/Tylersburg Clarion County, Pennsylvania Act 537 Plan" revised/dated September, 1999, together with the November 8, 1999 submittal as an update revision to the Official Sewage Plan of Farmington Township. The Plan was prepared by Northwest Engineering, Inc.

The Plan calls for the construction of new sewage collection and treatment facilities to replace individual subsurface sewage disposal facilities in the villages of Leeper and Tylersburg and the Route 36 corridor.

Under the Implementation Schedule adopted by the Board of Supervisors, construction will begin by November 2001, and will take approximately six months to complete. The Farmington Township Board of Supervisors is responsible for the timely implementation of this Plan. The United States Department of Agriculture, Rural Utility Service (RUS) funding is proposed to finance construction. It is very important that the Township work closely with RUS in order to maintain compliance with the Plan's Implementation Schedule.

Under Section 6 of Act 537, the Department pays grants to offset costs of preparing Official Sewage Plan Updates. Grants are equal to 50 percent of the eligible cost incurred by the municipality. Payment is subject to adequate annual legislative appropriations. An application for the planning assistance grant is enclosed.

The Department looks forward to working with Farmington Township in the implementation of this Plan. Please do not hesitate to contact this office if you have any questions on this matter.

Sincerely,

David E. Milhous

David E. Milhous, P.E.
Regional Manager
Water Management

Enclosure

cc: Gregory Smith - Northwest Engineering, Inc.
Clarion County Planning Commission
Lambert Rosenbaum, RUS
Richard Kaintz
Michael Zimmerman
File - Planning/Act 537/Farmington Township

DEM:MKZ:lsc

PROGRAM _____ CONF. Y/N MICROFICHE Y/N
FILE NAME _____
BREAKDOWN _____
TYPE _____
COUNTY _____ MUNICIPALITY _____
COMMENTS _____

FARMINGTON TOWNSHIP
LEEPER/TYLERSBURG
Clarion County, Pennsylvania

ACT 537 PLAN

December 1997
Revised: September 1999

Prepared by:

NORTHWEST ENGINEERING, INC.
Consultants and Civil Engineers

P.O. Box Q, Tidioute PA 16351
(814) 484-3504 TEL (814) 484-7595 FAX

Northwest Engineering, Inc.
Consultants and Civil Engineers

R.D. 1, P.O. Box Q, Tidioute, Pennsylvania 16351
Telephone (814) 484-3504
Fax (814) 484-7595

LETTER OF TRANSMITTAL

Date	29-Sep-99
Attention	Michael K. Zimmerman
Re:	Farmington Township, Clarion County
	Act 537 Plan

TO:
Department of Environmental Protection
230 Chestnut Street
Meadville PA 16335

GENTLEMEN:

RECEIVED
SEP 30 1999
ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

WE ARE SENDING YOU: X ATTACHED

___ PLANS/PRINTS
___ ADDENDA
___ SPECIFICATIONS
___ COPY OF LETTERS
___ CHANGE ORDER

COPIES	DATE	NO.	DESCRIPTION
2			Act 537 Revision Packages

THESE ARE TRANSMITTED as checked below:

X	FOR APPROVAL	___	APPROVED AS SUBMITTED
___	FOR YOUR USE	___	APPROVED AS NOTED
___	AS REQUESTED	___	RETURNED FOR CORRECTION
___	FOR YOUR REVIEW AND COMMENT	___	FOR APPROVAL FOR PAYMENT

REMARKS: This package shall be used to replace all of the front portion of the above plan. Appendix H should be added to the back of the remaining Appendices.

A revision list located at the front of this package outlines changes made within the Plan to address the deficiency letter received from the Department.

If you should have any questions, please call.

COPY TO: Farmington Township w/4 copies of enclosures
Lambert Rosenbaum/RUS w/1 copy of enclosure

SIGNED: *Gregory J. Smith*

RECEIVED
SEP 3 0 1999
ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

FARMINGTON TOWNSHIP

CHANGES MADE TO 537 PLAN
AS OF SEPTEMBER 29, 1999

No.	Description	Page Reference
1	Table of Contents for the Appendices was revised	No page number
2	As per the July 14, 1999, letter from DEP, Item No. 1, regarding granting use of Option 1 of the effluent limits has been noted. The Plan and Appendix F have been revised accordingly.	Page 19 of 31, paragraph 3
3	Under Section VII, "Innovative/Alternative Technologies" several treatment plant technologies were compared on a present worth basis and recommendations were made accordingly.	Pages 25 - 28
4	In reference to Item No. 3 in the July 14, 1999, letter from DEP regarding sanitary survey was addressed under Item 2 "Present Methods of Disposal", Section IV "Existing Sewage Facilities in the Planning Area".	Page 17
5	The alternative analysis was addressed with the Plan as requested within Item No. 4 of the July 14, 1999, letter. As per Item No. 4 of the same letter, the quantities of EDUs included within Alternative No. 2 and Alternative No. 4 were revised and are included within the cost analysis.	Page 30
6	Item No. 5 of the July 14th letter was addressed accordingly.	Pages 18 – 19
7	Project funding sources were revised as recommended in Item No. 6 of the letter. Those revisions can be found on Page 36 under Alternative of Choice and within the Cost Analysis of this Plan.	Page 36
8	County Planning comments are included in Appendix G of this report as requested in Item No. 7 of the letter. Farmington Township has no Local Planning Commission.	Appendix G
9	A Phase I Archaeological Survey was performed for this project and the report was added within Appendix H of the Plan. This addressed the comments under Item 8 of the DEP letter.	Appendix H
10	The Implementation Schedule has been updated accordingly to outline the current status of this project. This is addressed as Item No. 9 of the letter.	Page 6

Northwest Engineering, Inc.
Consultants and Civil Engineers

RECEIVED

MAY 12 1998

ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

May 8, 1998

Mr. Rick Kaintz
Department of Environmental Protection
230 Chestnut Street
Meadville, PA 16335

Subject: **Farmington Township, Clarion County**
Act 537 – Official Sewage Facilities Plan
Tylersburg/Leeper Area

Dear Mr. Kaintz:

On behalf of the Farmington Township Supervisors, we are forwarding one (1) original and one (1) copy of the Tylersburg/Leeper Area Act 537 Plan for your approval. The Supervisors adopted the plan by resolution on May 6, 1998.

The Township received no written comments during the 30 day comment period. The community, local agencies and the Supervisors recognize the need for sewage collection and treatment in this area and are very supportive.

If you should require any further information on this project, please contact me at (814) 484-3504.

Very truly yours,

NORTHWEST ENGINEERING, INC.

Gregory J. Smith/cl

Gregory J. Smith

Enclosures

cc: Farmington Township Supervisors

R.D. #1, P.O. Box Q, Tidioute PA 16351 • Ph. 814-484-3504 or 1-800-652-0568 • Fax 814-484-7595
E-Mail Address: nwemail@nwengineering.com

RECEIVED
MAY 12 1998
ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

FARMINGTON TOWNSHIP
LEEPER/TYLERSBURG
CLARION COUNTY, PA

ACT 537 PLAN

December 1997

Prepared by:

NORTHWEST ENGINEERING, INC.
Consultants and Civil Engineers

P.O. Box Q, Tidioute PA 16351
(814) 484-3504 TEL (814) 484-7595 FAX

3620-PM-WQ0002 Rev. 12/96

Commonwealth of Pennsylvania
Department of Environmental Protection
Bureau of Water Quality Protection

ACT 537 PLAN CONTENT AND ENVIRONMENTAL ASSESSMENT CHECKLIST

For specific details covering Act 537 planning requirements, refer to Chapters 71 and 73 of the Department's Regulations.

Municipality: FARMINGTON TOWNSHIP County: CLARION

Local Municipal Contact Official: NANCY MELLON

Telephone Number of Official: 814/744-8523

Consultant: NORTHWEST ENGINEERING, INC.

Consultant's Telephone Number: 814/484-3504

Consultant's Contact Person: Gregory J. Smith

Title of Submission: Act 537 Plan

Date Submitted: 1997

About this checklist.....

- These pages replace pages I-13 to I-26 in DEP publication 3640-BK-DER1480 11/92. "A Guide For Preparing Act 537 Update Revisions -- November 1992" (Planning Guide). Do not use checklist pages in that publication. These pages will appear in future versions of that publication.

- You must complete and attach this checklist when you submit the Plan to the Department for review and approval.

- This checklist is composed of two parts, one for Administrative Completeness and one for General Plan Content. A Plan must be "administratively complete" in order to be formally reviewed and approved by the Department. The General Plan Content checklist identifies each of the issues which must be addressed in your Act 537 Plan Update based on a pre-planning meeting between you and/or your consultant and the Department. The Administrative Completeness checklist is found on Pages I-14 and I-15. The General Content checklist is found on Pages I-16 through I-26. PENNVEST funded or applicant plans must address planning requirements on Pages I-27 through I-29.

- You must use the right-hand column blanks in the checklist to identify the page in the Plan on which each planning issue is found or reference a previously approved update or special study (title and page number.)

- If you determine a planning issue is not applicable even though it was previously thought to be needed, please explain your decision within the text of the Plan (or as a footnote) and indicate the page number where this documentation is found.

- Submit three (3) copies of the Plan, any attachments or addenda, and this checklist to the Department.

ADMINISTRATIVE COMPLETENESS CHECKLIST

DEP Use Only	Indicate Page #(s) in Plan	In addition to the main body of the Plan, the Plan must include items 1 through 8 listed below to be accepted for formal review by Department. Incomplete Plans will be returned unless the municipality clearly requesting an advisory review, only.
____	i	1. Table of Contents
		2. Plan Summary
____	3	A. Identify the proposed service areas and major problems evaluated in the Plan. (Reference - Title 25, §71.21.a.7.i)
____	4, 5	B. Identify the alternative(s) chosen to solve the problems and serve the areas of need identified in the plan. Also, include any institutional arrangements necessary to implement the chosen alternative(s). (Reference Title 25 §71.21.a.7.ii)
____	5	C. Present the estimated cost of implementing the proposed alternative (including the user fees) and the proposed funding method to be used. (Reference Title 25, §71.21.a.7.ii)
____	7	D. Identify the municipal commitments necessary to implement the Plan. (Reference Title 25, §71.21.a.7.iii)
____	6	E. Provide a schedule of implementation for the project which identifies the MAJOR milestones with dates necessary to accomplish the project to the point of operational status. (Reference Title 25, § 71.21.a.7.iv)
____	Appendix D, Exhibit 1	3. Original, signed and sealed Resolution of Adoption by the Municipality which contains, at a minimum, alternatives chosen and a commitment to implement the Plan in accordance with the implementation schedule. (Reference Title 25, §71.31.f) Section V.F. of the Planning Guide.
____	Appendix G	4. Evidence that the municipality has requested, reviewed, and considered comments by appropriate official planning agencies of the municipality, planning agencies of the county, planning agencies with areawide jurisdiction (where applicable), and any existing county or joint county departments of health. (Reference-Title 25, §71.31.b) Section V.E.1 of the Planning Guide.
____	Appendix G	5. Proof of Public Notice which documents the proposed plan adoption, plan summary, and the establishment and uncontested conduct of a 30 day comment period. (Reference-Title 25, §71.31.c) Section V.E.2 of the Planning Guide.
____	Appendix G	6. Copies of ALL written comments received and municipal response to EACH comment in relation to the proposed plan. (Reference-Title 25, §71.31.c) Section V.E.2 of the Planning Guide.
____	5	7. A complete project implementation schedule with milestone dates specific for each existing and future area of need. Other activities in the project implementation schedule should be indicated as occurring a finite number of days from a major milestone. (Reference-Title 25, §71.31.d) Section F of the Planning Guide. Include dates for the future initiation of feasibility evaluations in the project's implementation schedule for areas proposed completion of sewage facilities for planning periods in excess of five years (Reference Title 25, §71.21.b)

DEP Use Only	Indicate Page #(s) in Plan	In addition to the main body of the Plan, the Plan must include items 1 through 8 listed below to be accepted for formal review by the Department. Incomplete Plans will be returned unless the municipality is clearly requesting an advisory review, only.
____	Appendix C	8. Documentation indicating that the appropriate agencies have received, reviewed and concurred with the method proposed to resolve identified inconsistencies within the proposed alternative and consistency requirements in 71.21.(a)(5)(i-iii). (Reference-Title 25, §71.31.e) Appendix B of the Planning Guide.

GENERAL PLAN CONTENT CHECKLIST

DEP Use Only	Indicate Page#(s) In Plan	Item Required
		I. Previous Wastewater Planning
		A. Identify and briefly analyze all existing wastewater planning that:
____	N/A	1. Has been previously undertaken under the Sewage Facilities Act (Act 537). (Reference-Act 537, Section 5 §d.1)
____	N/A	2. Has not been carried out according to an approved implementation schedule contained in the plans. (Reference-Title 25, §71.21.a.5.i.A-D) Section V.F of the Planning Guide.
____	N/A	3. Is anticipated or planned by applicable sewer authorities. (Reference-Title 25, §71.21.a.5.i.A) Section V.D. of the Planning Guide.
____	None	4. Has been done through planning modules for new land development, planning "exemptions" and addenda. (Reference-Title 25, §71.21.a.5.i.A).
		B. Identify and briefly summariezes all municipal and county planning documents adopted pursuant to the Pennsylvania Municipalities Planning Code (Act 247) including:
____	10, 10a, 10b	1. All land use plans and zoning maps which identify residential, commercial, industrial, agricultural, recreational, and open space areas. (Reference-Title 25, §71.21.a.3.iv).
____	10, 11	2. Zoning or subdivision regulations that establish lot predicated on sewage disposal methods. (Reference-Title §71.21.a.3.iv).
____	Appendix A, Exhibit 3	3. All limitations and plans related to floodplain and stormwater management and special protection (Ch. 93) areas. (Reference-Title 25 §71.21.a.3.iv) Appendix B, Section II.F of the Planning Guide.
		II. Physical and Demographic Analysis utilizing written description and mapping (All items listed below require MAPS, and all maps should show all current lots and structures and be of appropriate scale to clearly show significant information).
____	Appendix A, Exhibit 2	A. Identification of planning area(s), municipal boundaries, Sewer Authority/Management Agency service area boundaries. (Reference-Title 25, §71.21.a.1.i).
____	Appendix A, Exhibit 7	B. Identification of physical characteristics (streams, lakes, impoundments, natural conveyance, channels, drainage basins in the planning area). (Reference-Title 25, §71.21.a.1.ii).
____	14, 15, Appendix A, Exhibit 4, 5	C. Soils - Analysis with description by soil type and soils mapping. Show areas suitable for in-ground on-lot systems, elevated sand mounds, individual residential spray irrigation systems, and areas unsuitable for soil dependent systems. (Reference-Title 25, §71.21.a.1.iii). Show Prime Agricultural Soils and any locally protected agricultural (Reference-Title 25, §71.21.a.1.iii).

Use Only	Page #s, In Plan	Item Required
____	15	D. Geologic Features - Identification through analysis, mapping and their relation to existing or potential nitrate-nitrogen pollution and drinking water sources. Include areas where existing nitrate-nitrogen levels are in excess of 5 mg/l. (Reference-Title 25, §71.21.a.1.iii).
____	Appendix A, Exhibit 4	E. Topography - Depict slopes that are suitable for conventional systems; slopes that are suitable for elevated sand mounds; slopes that are unsuitable for on-lot systems. (Reference-Title 25, §71.21.a.1.ii).
____	None	F. Potable Water Supplies - Identification through mapping, description and analysis to include available public water supply capacity and aquifer yield for groundwater supplies. (Reference-Title 25 §71.21.a.1.vi) Section V.C. of the Planning Guide.
____	15, 16; Appendix A Exhibit 3	G. Wetlands-Identify wetlands as defined in Title 25, Chapter 105 by description, analysis and mapping. Include National Wetland Inventory mapping and potential wetland areas per USDA, SCS mapped hydric soils. Proposed collection, conveyance and treatment facilities and lines must be located and labeled, along with the identified wetlands, on the map. (Reference-Title 25,§71.21.a.1.v Appendix B, Section II.I of the Planning Guide.
		III. Existing Sewage Facilities in the Planning Area - Identifying the Existing Needs
		A. Identify, map and describe municipal and nonmunicipal, individual and community sewerage systems in the planning area including:
____	1, 2, 19; Appendix A Exhibit 2	1. Location, size and ownership of treatment facilities, main intercepting lines, pumping stations and force mains including their size, capacity, point of discharge. Also include the name of the receiving stream, drainage basin, and the facility's effluent discharge requirements. (Reference-Title 25, §71.21a.2.i.A)
____	N/A	2. A narrative and schematic diagram of the facility's basic treatment processes including the facility's NPDES permitted capacity, and the Clean Streams Law permit number. (Reference-Title 25, §71.21.a.2.i)
____	N/A	3. A description of problems, with existing facilities (collection, conveyance and/or treatment), including existing or projected overload under Title 25, Chapter 94 (relating to municipal wasteload management) or violations of the NPDES permit, Clean Streams Law permit, or other permit, rule or regulation of the Department. (Reference-Title 25, §71.21.a.2.i.B)
____	N/A	4. Details of scheduled or in-progress upgrading or expansion of treatment facilities and the anticipated completion date of the improvements. Discuss any remaining reserve capacity and the policy concerning the allocation of reserve capacity. Also discuss the compatibility of the rate of growth to existing and proposed wastewater treatment facilities. (Reference-Title 25,§71.21.a.4.iii)
____	25; Appendix E	5. A detailed description of operation and maintenance requirements of the municipality for on-lot systems and the status of past and present compliance with these requirements and any other requirements relating to sewage management program. (Reference-Title 25, §71.21.a.2.i.C)

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____	N/A	6. Disposal areas, if other than stream discharge, and any applica groundwater limitations. (Reference-Title 25, §71.21.a.4.i & ii
		B. Using DEP's manual titled "Sewage Disposal Needs Identification Guidance," identify, map and describe areas that utilize individual and community on-lot sewage disposal and, unpermitted collection and disposal systems ("wildcat" sewers, borehole disposal, etc.) and retaining tank systems in the planning area including:
____	23	1. The types of systems in use. (Reference-Title 25, §71.21.a.2.ii.A).
____	Appendix B	2. A sanitary survey complete with a description of documented and potential public health pollution, and operational problems (including malfunctioning systems) with the systems, including violations of local ordinances, the Sewage Facilities Act, the Clean Stream Law or regulations promulgated thereunder. (Reference-Title 25, §71.21.a.2.ii.B).
____	20-23	3. A comparison of the types of on-lot sewage systems installed in an area with the types of systems which are appropriate for the area according to soil, geologic conditions, topographic limitations sewage flows, and Title 25 Chapter 73 (relating to standards for sewage disposal facilities). (Reference-Title 25, §71.21.a.2.ii.C).
____	N/A	4. An individual water supply survey to identify possible contamination by malfunctioning on-lot sewage disposal systems consistent with the DEP Sewage Disposal Needs Identifica Guidance manual. (Reference-Title 25 §71.21.a.2.ii.B)
		C. Identify wastewater sludge and septage generation, transport, and disposal methods. Include this information in the sewage facilities alternative analysis including:
____	17	1. Location of sources of wastewater sludge or septage (Septic tanks, holding tanks, wastewater treatment facilities). (Reference-Title 25 §71.71)
____	Unknown	2. Quantities of the types of sludges or septage generated. (Reference-Title 25 §71.71).
____	16, 17	3. Present disposal methods, locations, capacities, and transportation methods. (Reference-Title 25 §71.71).
		IV. Future Growth and Land Development
		A. Delineate and describe the following through map, text and analysis:
____	None	1. Areas with existing development or plotted subdivisions. Include the name, location, description, total number of EDU's in development, total number of EDU's currently developed, and total number of EDUs remaining to be developed (include time schedule for EDU's remaining to be developed). (Reference-Title 25, §71.21.a.3.i).
____	10, 10a, 10b	2. Land use designations established under the Pennsylv Municipalities Planning Code (35 P.S. 10101-11202), inclu residential, commercial and industrial areas. (Reference-Title 25,§71.21.a.3.ii). Include a comparison of proposed land use as allowed by zoning and existing sewage facility planning (Reference-Title 25, §71.21.a.3.iv).

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____	17-19	3. Future growth areas with population and EDU projections for these areas using historical, current and future population figures and projections of the municipality. Discuss and evaluate discrepancies between local, county, state and federal projections as they relate to sewage facilities. (Reference-Title 25, §71.21.a.1.iv). (Reference-Title 25, §71.21.a.3.iii).
____	11-13	4. Zoning, and/or 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 with special attention to: (Reference-Title 25, §71.21.a.3.iv) --public ground/surface water supplies --recreational water use areas --groundwater recharge areas --industrial water use --wetlands
____	17-19	5. Sewage planning to provide adequate wastewater treatment for the municipality. This planning must be related to both the five and ten year future planning periods and be based on growth impacts on existing and proposed wastewater collection and treatment facilities. (Reference-Title 25, §71.21.a.3.v)
		V. Identify Alternatives to Provide New or Improved Wastewater Disposal Facilities
		A. Conventional collection, conveyance, treatment, and discharge alternatives including:
____	9, 10	1. The potential for regional wastewater treatment. (Reference-Title 25, §71.21.a.4).
____	N/A	2. The potential for extension of existing municipal or non-municipal sewage facilities to areas in need of new or improved sewage facilities. (Reference-Title 25, §71.21.a.4.i)
____	N/A	3. The potential for the continued use of existing municipal or non-municipal sewage facilities through one or more of the following: (Reference-Title 25, §71.21.a.4.ii).
____	N/A	a. Repair. (Reference-Title 25, §71.21.a.4.ii.A)
____	N/A	b. Upgrading. (Reference-Title 25, §71.21.a.4.ii.B)
____	N/A	c. Reduction of hydraulic or organic loading to existing facilities. (Reference-Title 25, §71.71)
____	N/A	d. Improved operation and maintenance. (Reference-Title 25, §71.21.a.4.ii.C)
____	N/A	e. Other applicable actions that will resolve or abate the identified problems. (Reference-Title 25, §71.21.a.4.ii.D).
____	I-32	4. The need for construction of new community sewage systems including sewer systems and/or treatment facilities. (Reference-Title 25, §71.21.a.4.iii).

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____	N/A	5. Repair or replacement of collection and conveyance system components. (Reference-Title 25, §71.21.a.4.ii.A).
____	N/A	6. Use of innovative/alternative methods of collection/conveyance to serve needs areas using existing wastewater treatment facilities (Reference-Title 25, §71.21.a.4.ii.B).
		B. The use of individual sewage disposal systems including individual residential spray irrigation systems based on:
____	14, 15; Appendix A, Ex. 4	1. Soil and slope suitability. (Reference-Title 25, 71.21.a.2.ii.C)
____	Appendix A, Exhibit 6	2. Preliminary hydrogeologic evaluation. (Reference-Title 25, §71.21.a.2.ii.C)
____	25	3. The establishment of a sewage management program. (Reference-Title 25, §71.21.a.4.iv). See also Part "F" below.
____	23, 24	4. The repair, replacement or upgrading of existing malfunctioning systems in areas suitable for on-lot disposal considering: (Reference-Title 25, §71.21.a.4).
____	N/A	a. Existing technology and sizing requirements of Title 25 Chapter 73. (Reference-Title 25,§73.31-73.72).
____	N/A	b. Use of expanded absorption areas or alternating absorption areas. (Reference-Title 25,§73.16.
____	N/A	c. Use of water conservation devices. (Reference-Title §71.73.b.2.iii).
		C. The use of small flow sewage treatment facilities or package treatment facilities to serve individual homes or clusters of homes based on: (Reference-Title 25, §71.64.d).
____	23, 24	1. Treatment and discharge requirements. (Reference-Title 25, §71.64.d).
____	14, 15; Appedix A Exhibit 4	2. Soil suitability. (Reference-Title 25, §71.64.c.l).
____	Appendix A, Exhibit 6	3. Preliminary hydrogeologic evaluation. (Reference-Title 25, §71.64.c.3).
____	N/A	4. Agency or other controls over operation and maintenance requirements. (Reference-Title 25, §71.64.d). See Part "F" below.
		D. The use of community land disposal alternatives including:
____	14, 15; Appendix A, Exhibit 4	1. Soil and site suitability. (Reference-Title 25, 71.21.a.2.ii.C)
____	Appendix A, Exhibit 6	2. Preliminary hydrogeologic evaluation. (Reference-Title 25, 71.21.a.2.ii.C)
____	N/A	3. Controls over operation and maintenance requirements through a Sewage Management Program (Reference-Title 25, 71.21.a.2.iv). See Part "F" below.
____	N/A	4. The rehabilitation or replacement of existing malfunctioning community land disposal systems. (See Part V, B, 4, a, b, c above). See also Part "F" below.

E. The use of retaining tank alternatives on a temporary or permanent basis including: (Reference-Title 25, §71.21.a.4).

____	24	1. Commercial, residential and industrial use. (Reference-Title 25 §71.63.e).
____	N/A	2. Designated conveyance facilities (pumper trucks). (Reference-Title 25, §71.63.b.2).
____	N/A	3. Designated treatment facilities or disposal site. (Reference-Title 25, 71.63.b.2).
____	N/A	4. Implementation of a retaining tank ordinance by the municipality (Reference-Title 25, §71.63.b.2). See Part "F" below
____	N/A	5. Financial guarantees when retaining tanks are used as an interim sewage disposal measure.(Reference-Title 25, §71.63.c.2).

F. Sewage management programs to assure the future operation and maintenance of existing and proposed sewage facilities through:

____	25, 26	1. Municipal ownership or control over the operation and maintenance of individual on-lot sewage disposal systems, small flow treatment facilities, or other traditionally non-municipal treatment facilities. (Reference-Title 25, §71.21.a.4.iv)
____	25	2. Required inspection of sewage disposal systems on a schedule established by the municipality. (Reference-Title 25, §71.73.b.1.)
____	25, 26	3. Required maintenance of sewage disposal systems including septic and aerobic treatment tanks and other system components on a schedule established by the municipality. (Reference-Title 25 §71.73.b.2)
____	26, 27	4. Repair, replacement or upgrading of malfunctioning on-lot sewage systems. (Reference-Title 25, §71.21.a.4.iv) through:
		a. Aggressive pro-active enforcement of ordinances which require operation and maintenance and prohibit malfunctioning systems. (Reference-Title 25, §71.73.b.5)
		b. Public education programs to encourage proper operation and maintenance and repair of sewage disposal systems.
____	26	6. Establishment of joint municipal sewage management programs (Reference-Title 25, §71.73.b.8)
____	N/A	7. Requirements for bonding, escrow accounts, management agencies or associations to assure operation and maintenance for non-municipal facilities. (Reference-Title 25, §71.71)

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		G. Non-structural comprehensive planning alternatives that can undertaken to assist in meeting existing and future sewage dispo needs including: (Reference-Title 25, §71.21.a.4)
		1. Modification of existing comprehensive plans involving:
____	10a, 27, 28	a. Land use designations. (Reference-Title 25, §71.21.a.4)
____	27, 28	b. Densities. (Reference-Title 25, §71.21.a.4)
____	27, 28	c. Municipal ordinances and regulations. (Reference-Title 25, §71.21.a.4)
____	27, 28	d. Improved enforcement. (Reference-Title 25, §71.21.a.4)
____	27, 28	e. Protection of drinking water sources. (Reference-Title 25, §71.21.a.4)
____	27, 28	2. Consideration of a local comprehensive plan to assist in producing sound economic and consistent land development. (Reference-Title 25, §71.21.a.4)
____	27	3. Alternatives for creating or changing municipal subdivision regulations to assure long-term use of on-site sewage disposal which consider lot sizes and protection of replacement areas. (Reference-Title 25, §71.21.a.4)
____	27	4. Evaluation of existing local agency programs and the need for technical or administrative training. (Reference-Title 25, §71.21.a.4)
		H. A no-action alternative which includes discussion of both short-term and long-term impacts on: (Reference-Title 25, §71.21.a.4).
____	24, 25	1. Water Quality/Public Health. (Reference-Title 25, §71.21.a.4).
____	24, 25	2. Growth potential (residential, commercial, industrial). (Reference-Title 25, 71.21.a.4).
____	24, 25	3. Community economic conditions. (Reference-Title 25, 71.21.a.4)
____	24, 25	4. Recreational opportunities. (Reference-Title 25, §71.21.a.4)
____	24, 25	5. Drinking water sources. (Reference-Title 25, §71.21.a.4)
____	24, 25	6. Other environmental concerns. (Reference-Title 25, 71.21.a.4)
		VI. Evaluation of Alternatives
		A Technically feasible alternatives identified in Section V of this checklist must be evaluated for consistency with respect to the following: (Reference-Title 25, §71.21.a.5.i.A)
____	29	1. Applicable plans developed and approved under Sections 4 and 5 of the Clean Streams Law or Section 208 of the Clean Water Act (33 U.S.C.A. 1288). (Reference-Title 25, §71.21.a.5.i.A) Appendix B, Section II.A of the Planning Guide.
____	N/A	2. Municipal wasteload management plans developed under Code, Title 25, Chapter 94. Reference-Title 25, §71.21.a.5.i.B) municipality's recent Wasteload Management (Chapter Reports should be examined to determine if the proposed alternative is consistent with the recommendations and findings of the report. Appendix B, Section II.B of the Planning Guide.

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____	N/A	3.	Plans developed under Title II of the Clean Water Act (33 U.S.C.A. 1281-1299) or Title II and Titles II and VI of the Water Quality Act of 1987 (33 U.S.C.A 1251-1376). (Reference-Title 25 §71.21.a.5.i.C) Appendix B, Section II.E of the Planning Guide.
____	19, 20	4.	Comprehensive plans developed under the Pennsylvania Municipalities Planning Code. (Reference-Title 25, §71.21.a.5.i.D The municipality's comprehensive plan must be examined to assure that the proposed wastewater disposal alternative is consistent with land use and all other requirements stated in the comprehensive plan. Appendix B, Section II.D of the Planning Guide.
____	19, 20	5.	Antidegradation requirements as contained in PA Code, Title 25 Chapters 93, 95 and 102 (relating to water quality standards wastewater treatment requirements and erosion control) and the Clean Water Act. (Reference-Title 25, §71.21.a.5.i.E) Appendix B Section II.F of the Planning Guide.
____	13	6.	State Water Plans developed under the Water Resources Planning Act (42 U.S.C.A. 1962-1962 d-18). (Reference-Title 25 §71.21.a.5.i.F) Appendix B, Section II.C of the Planning Guide.
____	12; Appendix A, Exhibit 5	7.	Pennsylvania Prime Agricultural Land Policy contained in Title of the Pennsylvania Code, Chapter 7, Subchapter W. Provide narrative on local municipal policy and an overlay map on prime agricultural soils. (Reference-Title 25, §71.21.a.5.i.G) Appendix B Section II.G of the Planning Guide.
____	N/A	8.	County Stormwater Management Plans approved by the Department under the Storm Water Management Act (32 P.S. 680.1-680.17). (Reference-Title 25, §71.21.a.5.i.H) Conflicts created by the implementation of the proposed wastewater alternative and the existing recommendations for the management of stormwater in the County Stormwater Management Plan must be evaluated and mitigated. If no plan exists, no conflict exists. Appendix B, Section II.H of the Planning Guide.
____	11, 15, 16; Appendix A, Exhibit 3	9.	Using wetland mapping developed under Section II.A.7, identify and discuss mitigative measures including the need to obtain permits for any encroachments on wetlands from the construction or operation of any proposed wastewater facilities. Appendix B Section II.I of the Planning Guide.
____	13; Appendix C	10.	Protection of rare, endangered or threatened plant and animal species as identified by the Pennsylvania Natural Diversity Inventory (PNDI). (Reference-Title 25, §71.21.a.5.i.J) Provide the Department with a copy of the completed Request For PNDI Search document. Also provide a copy of the response letter from the Department of Conservation and Natural Resources' Bureau of Forestry regarding the findings of the PNDI search. Appendix II.J.
____	13; Appendix C	11.	Historical and archaeological resource protection under P.C.S. Title 37, Section 507 relating to cooperation by public officials with the Pennsylvania Historical and Museum Commission (Reference-Title 25, §71.21.a.5.i.K) Provide the Department with completed copy of a Cultural Resource Notice request to the Bureau of Historic Preservation (BHP) to provide a listing of known historical sites and potential impacts on known

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archaeological and historical sites. Also provide a copy of response letter from the SHP. Appendix B, Section II.K of Planning Guide.

____	Appendix C	B. Provide for the resolution of any inconsistencies in any of the points identified in Section VI.A. of this checklist by submitting a letter from the appropriate agency stating that the agency has received, reviewed, and concurred with the resolution of identified inconsistencies. (Reference-Title 25, §71.21.a.5.ii) Appendix B of the Planning Guide.
____	29	C. Evaluate alternatives identified in Section V of this checklist with respect to applicable water quality standards, effluent limitations or other technical, legislative or legal requirements. (Reference-Title 25, §71.21.a.5.iii).
____	30, 31	D. Provide cost estimates using present worth analysis for construction, financing, on going administration, operation and maintenance and user fees for alternatives identified in Section V of this checklist. Estimates shall be limited to areas identified in the plan as needing improved sewage facilities within five (5) years from the date of plan submission. (Reference-Title 25, §71.21.a.5.iv).
____	31, 32 Cost Analysis	E. Provide an analysis of the funding methods available to finance the proposed alternatives evaluated in Section V of this checklist. Also provide documentation to demonstrate which alternative and financing scheme combination is the most cost-effective; and a contingency financial plan to be used if the preferred method of financing cannot be implemented. The funding analysis shall be limited to areas identified in the plan as needing improved sewage facilities within five years from the date of the plan submission. (Reference-Title 25, §71.21.a.5.v).
		F. Analyze the need for immediate or phased implementation of each alternative proposed in Section V of this checklist including: (Reference-Title 25, §71.21.a.5.vi).
____	5, 6	1. A description of any activities necessary to abate critical public health hazards pending completion of sewage facilities or implementation of sewage management programs. (Reference-Title 25, §71.21.a.5.vi.A)
____	5, 6	2. A description of the advantages, if any, in phasing construction of the facilities or implementation of a sewage management program justifying time schedules for each phase. (Reference-Title 25, §71.21.a.5.vi.B)
		G. Evaluate administrative organizations and legal authority necessary for Plan implementation. (Reference - Title 25, §71.21.a.5.vi.D.)

VII. Institutional Evaluation

		A. Provide an analysis of all existing wastewater treatment authorities, their past actions and present performance including:
____	N/A	1. Financial and debt status. (Reference-Title 25, §71.61.d.2)
____	32	2. Available staff and administrative resources. (Reference-Title 25, §71.61.d.2)

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		3. Existing legal authority to:
____	32	a. Implement wastewater planning recommendations. (Reference-Title 25, §71.61.d.2)
____	32	b. Implement system-wide operation and maintenance activities. (Reference-Title 25, §71.61.d.2)
____	32	c. Set user fees and take purchasing actions. (Reference-Title 25, §71.61.d.2)
____	32	d. Take enforcement actions against ordinance violators. (Reference-Title 25, §71.61.d.2)
____	32	e. Negotiate agreements with other parties. (Reference-Title 25, §71.61.d.2)
____	32	f. Raise capital for construction and operation and maintenance of facilities. (Reference-Title 25,§71.61.d.2)
		B. Provide an analysis and description of the various institutional alternatives necessary to implement the proposed technical alternatives including:
____	32	1. Need for new municipal departments or municipal authorities. (Reference-Title 25, §71.61.d.2)
____	32	2. Functions of existing and proposed organizations (sewer authorities, on-lot maintenance agencies, etc.). (Reference-Title 25, §71.61.d.2)
____	30-32	3. Cost of administration, implementability, and the capability of the authority/agency to react to future needs. (Reference-Title 25, §71.61.d.2)
		C. Describe all necessary administrative and legal activities to be completed and adopted to ensure the implementation of the recommended alternative including:
____	32, Appendix D	1. Incorporation of authorities or agencies. (Reference-Title 25, §71.61.d.2)
____	Appendix D	2. Development of all required ordinances, regulations, standards, and inter-municipal agreements. (Reference-Title 25, §71.61.d.2)
____	Appendix D	3. Description of activities to provide rights-of-way, easements, and land transfers. (Reference-Title 25,§71.61.d.2)
____	8, 9	4. Adoption of other municipal sewage facilities plans. (Reference-Title 25, §71.61.d.2)
____	None	5. Any other legal documents. (Reference-Title 25, §71.61.d.2)
____	5, 6	6. Dates or timeframes for items 1-5 above on the project's implementation schedule.

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____	30, 31	D. Identify the chosen institutional alternative for implementing the chosen technical wastewater disposal alternative. Provide justifica for choosing the specific institutional alternative considering ministrative issues, organizational needs and enabling legal autho (Reference-Title 25, §71.61.d.2)
		VIII, Justification for Selected Technical & Institutional Alternatives
		A. Identify the technical wastewater disposal alternative which best meets the wastewater treatment needs of each study area of the municipality. Justify the choice by providing documentation which shows that it is the best alternative based on:
____	Appendix B	1. Existing wastewater disposal needs. (Reference-Title 25, §71.21.a.6)
____	3, 18, 19	2. Future wastewater disposal needs. (5 and 10 years growth areas). (Reference-Title 25, §71.21.a.6)
____	Appendix E	3. Operation and maintenance considerations. (Reference-Title 25, §71.21.a.6)
____	28-32	4. Cost-effectiveness. (Reference-Title 25, §71.21.a.6)
____	32	5. Available management and administrative systems. (Reference-Title 25, §71.21.a.6)
____	1, 2	6. Available financing methods. (Reference-Title 25, §71.21.a.6)
____	1-32	7. Environmental soundness and compliance with natural res planning and preservation programs. (Reference-Title §71.21.a.6)
____	30, 31	B. Designate and describe the capital financing plan chosen to implement the selected alternative(s). Designate and describe the chosen back-up financing plan.

FARMINGTON TOWNSHIP
Leeper/Tylersburg
CLARION COUNTY

ACT 537 PLAN

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FARMINGTON TOWNSHIP
LEEPER / TYLERSBURG

ACT 537 PLAN

I. PROPOSED PROJECT

Based on the detailed environmental assessment, the comparison of advantages versus disadvantages and the comparison of the associated project costs assigned to the various alternatives described within the pages of this document, Alternative No. 5, as described herein, represents that alternative which most efficiently uses the nation's resources in meeting the goals of the proposed regional sewage collection and treatment concept while minimizing adverse environmental and social impact. Alternate No. 5, utilizing the study area as referenced in Appendix A, Exhibit No. 2, is the solution which will minimize resource costs as well as social and environmental costs to the Township and the individual users participating in the use of this project; and at the same time maximize the user base to include all areas that are economically feasible at this time.

The proposed Leeper/Tylersburg area project, identified as Alternate No. 5, is located within the Township of Farmington, Clarion County, Pennsylvania. The project's sewage collection lines will parallel the major roads located within the both villages and will extend, in most cases, to the Village limits. Residents located outside the Village limits that are close enough to be deemed financially feasible, or are exhibiting signs of having a malfunctioning systems, have been included as part of the study area. Individual residences located at the village boundaries, which have enough available land to implement the required corrections to a malfunctioning, on-lot system have not been included within the study area. See Appendix A of this document for an exhibit of the study area.

Alternate No. 5 consists of constructing a 100,000 gallons per day wastewater treatment plant (WWTP) with a combination of a conventional gravity and pressure collection system. The system will include approximately 29,000 linear feet of 8 inch gravity line, 40,000 feet of 4 and 2 inch pressure lines and 150 two horsepower individual grinder pump stations. The sewage will be conveyed to the proposed wastewater treatment plant (WWTP) to be located near the unnamed tributary to Licking Creek west of Tylersburg.

Various funding sources have been investigated and evaluated for the proposed Alternate No. 5. Due to the magnitude of the project, number of users and size of the WWTP, the funding method of recommendation is the Rural Utilities Service (RUS).

Because of the nature of the proposed funding source, the design of the planned project is based on a 40 year life span. The projected number of EDUs to be served in the year 2038 estimated to be 338. This figure is based on the assumption that the population of the area will increase at a moderate rate of 10% over the forty (40) year life span of this project. This is due to the improved living conditions that will be introduced as a result of the project.

The total estimated project cost is $3,703,654.00 and will service approximately 307 residential homes and privately owned business. The best case financial scenario of the project would yield an average monthly user rate of $36.00, with a one-time user connection fee of $800. In this case, the project would be funded using a combination Rural Utilities Service (RUS) low interest loan and a Rural Utilities Service grant. The financial breakdown would be: 39.26% of the monies in the form of a low interest loan; 6.63% from the community in the form of connection fees; 54.11% from a Rural Utilities Service grant. Each individual residence (EDU) will be responsible for the installation of the collection line, or lateral, the providing of electricity from their dwelling to the individual grinder pump stations which will be owned and maintained by the Township.

II. PLAN SUMMARY

A. PROPOSED SERVICE AREA

The proposed service area for the 0-5 year period is displayed as Exhibit #2 in Appendix A. This includes the outer lying areas, or Options, that may not be deemed economically feasible at this time. The study area shown encompasses the villages of Leeper and Tylersburg, the Route 36 corridor between the two villages and several homes along its perimeter, which display signs of malfunctioning systems. This plan will maximize the number of users while using the least amount of resources possible and maintain an affordable cost per household.

The need for a sewage collection system within the project area stems from the many problems introduced when the soils are unable to sustain conventional on-lot disposal systems (see the Soils Index Map, Exhibit #4, Appendix A). This inability of the soil to percolate the required amount of liquid has forced numerous property owners to resort to the use of direct discharges to the surrounding drainage areas as well as stormwater collection systems. The residents of the project area elected, and are proceeding with, a potable water distribution system. It is obvious that drinking water quality is poor with a very high probability of contamination due to the numbers of malfunctioning systems. See Appendix D for the results of a Sanitary Photo Survey that displays typical on-lot malfunctioning systems found within the study area.

The proposed service area for the 5-10 year plan consists of those areas located along the boundaries of the proposed project area, as described above, or within a distance that would make their future entrance into the system economically feasible. The implementation of the 0-5 year plan will more likely result in a population growth within the area. As this growth extends past the current project boundaries, the connection free distance between residences will decrease while the number of users increases, thus making a sewage extension project feasible within 5-10 years.

B. IDENTIFICATION OF ALTERNATIVES

The following is a list of the different alternative collection systems considered during the evaluation of this proposal:

1. The projects' base area was first evaluated using a conventional gravity and pressure combination collection system consisting of 29,000 linear feet of 8" and 30,000 linear feet of 4" and 2" force main, two (2) duplex pump stations complete with back-up power and 121 individual grinder pump stations. Cost reflects the construction of the collection system using contracted resources.

2. The base area and options were also evaluated using a conventional gravity and pressure combination collection system consisting of 31,500 linear feet of 8" and 45,000 linear feet of 4" and 2" force main, two (2) duplex pump stations complete with back-up power and 162 individual grinder pump stations. Cost reflects the construction of the collection system using contracted resources.

3. The second evaluation of the projects' base area was based on a fully closed, low pressurized system consisting of approximately 54,000 linear feet of collection and main lines and 273 individual grinder pump stations. Cost reflects the construction of the collection system using contracted resources.

4. The base area and options were also evaluated based on a fully closed, low pressurized system consisting of approximately 77,000 linear feet of collection and main lines and 314 individual grinder pump stations. Cost reflects the construction of the collection system using contracted resources.

5. The base area and option No. 1, which leads out to and includes the North Clarion High School and Elementary Schools, studies a conventional gravity and pressure combination collection system. The system consists of 29,000 linear feet of 8" and 40,000 linear feet of 4" and 2" sewer lines, one (1) duplex pump station complete with back-up power and 150 individual grinder pumps. Cost reflects the construction of the collection system using contracted resources.

C. CHOSEN ALTERNATIVE

The alternative of choice as recommended by the Engineer is Alternative No. 5, a combination of conventional gravity and low pressure collection system as described in part A. The sewage will be conveyed to a 100,000 gallon per day Wastewater Treatment Plant. A long term operating and maintenance report of selected projects using pressure or partial pressure sewer technology is included in the Appendix of this report. The general topography of the area is conducive to a gravity type collection system, however, most of the outer lying areas do not

permit gravity sewers to serve as a functional alternative. Therefore, these areas will utilize the pressured sewer systems with individual grinder pump stations.

Institutional Arrangements

Recommendation is made for the Farmington Township Supervisors to pursue financing for the proposed project discussed within this report through the Rural Utilities Service program in conjunction with Community Development Block Grant (CDBG) monies if available. At this time, all funding scenarios shown are speculative. If RUS monies become unavailable or a long waiting list is present, the Township may wish to consider a PennVEST loan, however, at present interest rates and terms, PennVEST would be unaffordable to the users. This would be a definite recommendation if the term for PennVEST loans were to be extended to 30 years. The project, as approved by the Farmington Township Supervisors and under consideration by the Department of Environmental Protection (DEP), entails the construction of a wastewater collection system to convey sewage to a proposed wastewater treatment plant (WWTP) to be located within the township.

Farmington Township will own and operate the entire proposed collection system and wastewater treatment plant. The Supervisors will also be the lead agency for the construction of the proposed project, and will be responsible for the administrative duties required to construct, operate and maintain the completed system. These added duties may require additional hours to be worked by the Township Secretary.

D. IMPLEMENTATION

1. Various funding alternatives for the proposed project have been investigated and it appears that Rural Utilities Service (formerly FmHA) may be willing to commit funds, in the form of grants and loans, to finance the project area described on Pages 1 and 2 of this report. The anticipated capital cost of this project is approximately $3.7 million. The projected cost per month per EDU for this project is $36.00 with a one-time user connection fee of $800.00 per EDU. This rate is based on an RUS loan in the amount of $1,453,924 at a current interest rate of 5.00% over a period of 40 years and a projected operation & maintenance cost of $13.00 per EDU. The remaining capital funds will be in the form of a RUS grant allocation and possibly a CDBG grant which is dependent upon the number of low to moderate income households located within the project area but it is not anticipated at this time.

2. Funding Method to be Used

As stated above, the USDA/RUS appears to be the most attractive funding option for the proposed project. The scope and implementation schedule is based principally on an RUS commitment. If, as stated earlier, RUS monies become unavailable, it is recommended that the Township pursue financing through PennVEST only if the loan term is extended to a 30 year period. The following scope and implementation schedule will then be adjusted accordingly.

3. Implementation Schedule from Plan Approved to Operation

Sewer:

• Farmington Township adoption of 537 Plan	May 1998
• Complete 30-day comment period	May 1998
• Submit Plan to PA-DEP	May 1998
• Resubmit Plan (with final changes) to DEP	Sept. 1999
• Receive 537 Plan approval	Nov. 1999
• Secure financing	Dec. 1999
• Begin development of Engineering Plans	Dec. 1999
• Complete Engineering Plans, submit to PA-DEP permit application and submit to RUS for review	June 2001
• Receive DEP Permits	July 2001
• Receive approval of plans by DEP and RUS	July 2001
• Advertise for Bids	Aug. 2001
• Receive construction bids	Sept. 2001
• Begin Sewage Construction	March 2001
• Complete Sewage Construction	Oct. 2002
• System Operational	Oct. 2002
• Pursue additional funding for continued expansion of the sanitary sewage collection system	2002 - Ongoing

E. COMMITMENTS TO IMPLEMENT

The Township of Farmington has expressed a desire to implement and commit to a feasible sewage facilities plan to be delivered to the Farmington Township Supervisors. Implementation of the proposed plan would require:

1. A resolution requiring all residences and businesses located within the study area limits to be connected to the proposed sewer collection and treatment system.

2. The Farmington Township Supervisors' final commitment is a Resolution dated May 6, 1998, adopting this plan dated December 1997 with revision dated September 1999. (See

Appendix for a copy of these resolutions). The only revisions made to the plan dated September 1999 are the following: see included page in front.

A copy of all commitments and resolutions can be found at the beginning of this report.

III. GENERAL PLAN

A. IDENTIFY ALL EXISTING WASTEWATER PLANNING

1. Previous Wastewater Planning

Since the enactment of the Pennsylvania Sewage Facilities Act (Act 537) in 1966, several studies which have included Farmington Township have been performed on the subject of wastewater and sewage. These studies include the Clarion County Comprehensive Area-Wide Water and Sewer Study, the Clarion County Master Plan and planning by the Comprehensive Water Quality Management Plan. These plans address the sewage needs for Clarion County as a whole, however this Act 537 Plan is the first to specifically address the needs of Farmington Township, Villages of Leeper and Tylersburg.

Clarion County Master Plan

The first planning effort under the provisions of Act 537 was the Clarion County Master Plan. It states that small settlements, including Tylersburg and Leeper, are applicable to have a modified sewage system for collecting septic tank effluent since the density of the community does not dictate having a conventional sewage system at this time.

Comprehensive Area-Wide Water and Sewer Study

Another planning effort performed in the early 1970's is the Clarion County Comprehensive Area-Wide Water and Sewer Study. The Comprehensive Study classifies the Leeper - Tylersburg area as an area that exhibits a need and a capability for water, in which a detailed plan cannot be provided without further study. It does not make any direct recommendations for sewage planning in this project area, but suggested that it is only practical that Leeper and Tylersburg approach sewer and water issues in a joint effort rather than individually.

Comprehensive Water Quality Management Plan (COWAMP)

In 1982, a Comprehensive Water Quality Management Plan (COWAMP) was prepared for the Upper Allegheny Area (Study Area No. 8). This extensive study, undertaken by the Pennsylvania Department of Environmental Protection (DEP), covered an 11 county area, of which Farmington Township, Clarion County was a part. Although the COWAMP does not address the sewage issues in Farmington Township directly, it recognizes that most areas will have to continue to use on-lot sewage systems and recommends the following:

1. Increase training and testing of Sewage Enforcement Officers (SEO) to expanding the SEO's authority to include periodic inspection of existing on-lot systems.
2. Expanding the licensing requirements on septic haulers.
3. Require local governments to certify satisfactory on-lot system maintenance before properties are sold or transferred, or the use of nuisance ordinances to correct malfunctioning systems.

Community Facilities Plan

Water and Sewer: The two most expensive elements to consider in the Community Facilities Plan are water and sewer. It was decided by the community to take action toward implementing a public water and sewage system, but to make the water project a priority and immediately follow that with a sewage project. Water tests of the project area were not performed due to the action taken toward implementing a potable water project. The potable water system will eliminate any bacteria that are present, due to malfunctioning sewage systems. A photo survey is included in the Appendix for reference to the number and types of malfunctioning systems.

Generally speaking, planning and/or pre-engineering funds for water and sewage can be obtained through a variety of sources. They include user fees, government loans and grants. The increasingly close regulation of such facilities by the Department of Environmental Protection (DEP) limits the counties' or local municipalities' role in the actual design and presentation of a project. Project planning is generally governed by the proposed physical service area, type and volume of needs, intended land use to include transportation and economic development plans.

Farmington Township as a whole has demonstrated a need for sewage facilities. The primary and most immediate needs are within and surrounding the neighboring communities of Leeper and Tylersburg. Specific planning for each area in the Township requiring services is unrealistic and inappropriate for evaluation in a 537 Plan. However, certain policies do apply and should be followed in a general matter.

Sanitary Sewer Recommendations - Act 537 Policies

1. When setting priorities, services to existing development should take precedence.
2. The alleviation of existing environmental problems is the second priority.
3. Where technically and financially feasible, existing treatment plants should be used. Regional systems, where feasible, are to be used. Differences in fee/service charges should be referred to neutral arbitration. In no event should Farmington Township residents be asked to duplicate treatment facilities needlessly.
4. For new service lines extension, economic as well as residential needs must receive attention.
5. The County Planning Commission, or its representative, should be involved with all Act 537 Plans to establish countywide continuity and coordination.

B. IDENTIFY MUNICIPAL AND COUNTY PLANNING DOCUMENTS PURSUANT TO ACT 247

The Pennsylvania Municipalities Planning Code (Act 247) of 1968, as amended, establishes the basic authority for the exercise of municipal land use controls in Pennsylvania. It enables communities to plan for community development through preparation of a comprehensive development plan and to govern such development through zoning, subdivision and land development and planned residential development ordinances.

Farmington Township has adopted both the Clarion County Comprehensive Area-Wide Water and Sewer Study, the Subdivision and Land Development Ordinance of Clarion County and the Clarion County Master Plan. All three plans address issues of existing and proposed land uses, subdivisions and land development. The Land Use Maps physically represent the present (1969) and proposed land uses, along with the Subdivision and Land Development Ordinance, as amended on December 28, 1983, which illustrates the regulations related to each particular area. The adopted ordinance entitles the Farmington Township Supervisors to the

enforcement responsibilities pursuant to the enacted land use restrictions as set forth by the Clarion County Planning Commission.

Lot Sizes related to Disposal Methods

The Farmington Townships' adopted Clarion County Subdivision and Land Development Ordinance identifies the minimum lot size to prevent unsanitary conditions and hazards to public health. In cases where public sewer and water is available, the minimum allowable lot size is one 7500 sq. ft. with a 60 ft. wide minimum for interior lots and an 80 ft. wide minimum for a corner lots. In cases where on-lot either water or sewer system is on the lot, the minimum lot size is 17,500 sq. ft., 100 ft. wide for interior and 120 ft. for corner lots. If both water and sewer are supplied on the lot, 37,500 sq. ft. is the minimal lot area with widths of 150 ft. for interiors and 170 ft. for corners.

Flood Plain and Wetland Protection

The Subdivision and Land Development Ordinance stipulates protection of flood plain areas. The ordinance states that "proposed construction or development located, wholly or partially, within an identified flood-prone area shall be permitted provided that the development and/or use adheres to the restrictions and requirements of all other applicable codes and ordinances in force in the municipality unless otherwise stated in Article IV, Section A.2 of the ordinance."

There are a limited number of wetlands located within the study area. Although wetlands are not specifically addressed for the project area, all precautions are being taken to avoid these areas whenever possible. When this effort becomes no longer feasible, all necessary permits and procedures will be obtained and adhered to as set forth by the Department of Environmental Protection.

Stormwater Management and Protection of Environmentally Sensitive Areas

Farmington Township, through the adoption of the Clarion County Sewage Association's regulations, strives to preserve, maintain, and comply with acceptable stormwater management practices and protection of environmentally sensitive areas as applicable.

Open Space and Recreational Opportunities

Although Farmington Township's Subdivision Ordinance does not address open spaces, the project recommended in this plan will have no adverse effects on the open space that is currently available. All of the sewage collection lines will be below the ground surface. It is proposed that a sewage treatment facility be constructed in the area southwest of the junction of Putnam (Township Road 601) and S.R. 4004 in the Village of Tylersburg and also one (1) pump station located near the WWTP. The pump stations will be fenced in to provide security as well as safety to the population at hand. Each pump station will disturb an area of approximately 50' x 50'. See the project map in Appendix A, Exhibit 2 for locations of the above.

The recreational opportunities within the Township should be improved, rather than diminished, due to the elimination of malfunctioning on-lot systems and direct sewage discharge to surface areas. The overall water quality of the waterways and especially the surface water within the township should improve considerably. Detectable odors associated with malfunctioning, improperly maintained, and inadequate systems should decrease giving the area a more pleasant atmosphere, therefore creating more recreational opportunities.

Prime Farmland

The list of soils mapping units which qualify as prime farmland and additional farmland of state importance have been incorporated into a map of the study area (see Exhibit #5, Appendix A). Due to the fact that the collection system is located underground, this project will in no way interfere with the intended use of the land for agricultural purposes. The amount of land disturbed during the construction of this project is insignificant when compared to the benefits provided.

Industrial

As stated by the Clarion County Master Plan increased industrialization is a definite possibility in this area. The problems associated with collecting and treating any wastes created by industry will require additional attention. Uncontrolled discharges of industrial waste into a municipal sewage system can upset the operation of the plant and jeopardize its very physical existence. Communities may unwittingly become major sources of stream pollution by failing to adopt and enforce suitable standards for regulating the characteristics and quantities of industrial

waste discharge. Therefore, Farmington Township will establish an Industrial Discharge Ordinance which will require the separation of industrial discharges from domestic discharges. Monitoring of the industrial discharges will be required so determination can be made as to whether or not they are in accordance with applicable regulations of the township or the agency representing the township and governing the proposed Sewage Treatment Plant.

Other Environmental Planning Efforts

The State Water Plan, prepared by the Office of Resources Management, Bureau of Resources Programming, December 1980, does not include any specific information on Farmington Township. Farmington Township does not have any public water supply systems in operation, but due to the contamination of water obtained from private wells, a public potable water plan is currently being developed. Resource conservation should be considered the primary means of avoiding future water supply problems.

Farmington Township does not have a public sewage collection and treatment system, therefore there is no Chapter 94 report to be supplied for this plan.

Pennsylvania Historical & Museum Commission

A Cultural Resource Notice was submitted to the Pennsylvania Historical & Museum Commission for their review and comments. The return letter dated July 25, 1997 states that there is a high probability that significant archaeological sites are located in this project area and could be adversely affected by project activities. There are no recorded archaeological sites within the project boundaries. Therefore, a Phase I archaeological survey of the project area to locate potentially significant archaeological resources is recommended but not required. A copy of the report is included in Appendix C.

A Phase I Archaeological Survey will be necessary as a result of federal financing. In a valiant effort to procure potable water and sewage facilities within the community, Farmington Township has initiated and completed the Phase I Archaeological Survey for the project area. This report can be found in Appendix H of this Plan.

Pennsylvania Natural Diversity Index (PNDI)

A request for review by PNDI of the study area was submitted to the Pennsylvania Department of Conservation and Natural Resources. The responding letter dated July 23, 1997 indicates that there are NO rare, threatened or endangered species within a mile and a half of the project area. This response is applicable for one (1) year. The informing letter of the review is contained in Appendix C.

IV. PHYSICAL AND DEMOGRAPHIC ANALYSIS

Planning Area

Farmington Townships Leeper/Tylersburg planning area is located in the west-central portion of the township, which is located in the northeast corner of Clarion County, Pennsylvania. Farmington Township is bounded to the north and east by Forest County with the southeast portion abutting Jefferson County; to the south by Millcreek Township; and to the west by Washington Township with a southwest section bordering Knox Township. Please refer to the location map in Exhibit #1, and the Leeper/Tylersburg study area outlined in Exhibit #2, Appendix A. There is no sewer authority or management agency applicable to this area, due to the location, a sewer extension project is impractical. Therefore, a wastewater treatment plant (WWTP) will be included in the feasibility study for this area.

Physical Characteristics of Area

The Leeper/Tylersburg project area is located along State Route (S.R.) 36 together with crossroad S.R. 66 and other connecting roads. The area is drained to the east by a tributary to Licking Creek. Generally, Licking Creek flows in a south-southwesterly direction to Paint Creek. Paint Creek maintains the same bearing and flows into Deer Creek, which continues south to the Clarion River.

Soils (See Soils Exhibit 4, 5 and 6, Appendix A)

Soils located within the project area are generally deep and formed of glacial till. The hazards from flooding, high water tables, erosion, slope and permeability summarize the poor compatibility with on-lot sewage disposal systems. Soils are mainly of the Chenango-Orrville-Volusia classification.

ChB - Chenango Gravelly Loam. This soil is nearly level and gently sloping and is well drained. It consists of coarse fragmented material. Ground water may be contaminated if the soil is used for sewage effluent disposal. Use of this soil for septic absorption fields is severe, providing a poor filter and high permeability.

ChC - Chenango Gravelly Loam. This soil is gently sloping and moderately steep and is well drained. It consists of coarse fragmented material. Erosion control is required with this soil. Ground water may be contaminated if the soil is used for sewage effluent disposal. Use of this soil for septic absorption fields is severe, providing a poor filter, high permeability and erosion factors.

Ph - Philo Silt Loam. This soil is nearly level and moderately well drained. It is found on floodplains. The Slopes are uniform and nearly flat. Use of this soil for septic absorption fields is severe, providing a poor filter and is subject to flooding.

Ow - Orrville Silt Loam. This soil is nearly level and somewhat poorly drained. It is found on floodplains. It is formed from glacial till washed from the uplands. Use of this soil for septic absorption fields is severe, providing a high water table and flooding hazard.

Ph - Philo Series are comprised of moderately well drained and somewhat poorly drained soil of the flood plains. Use of these soils for septic absorption fields is severe for they are subject to flooding and being damaged from scouring and stream erosion.

Po- Pope Soils are nearly level, deep and well drained. It is found on flood plains. It is formed from glacial till washed from the uplands. Use of this soil for septic absorption fields is inadequate due to flooding being a hazard.

VoB - Volusia Channery Silt Loam. This soil is gently sloping on long hillsides. The water table is high and the permeability is very slow. Use of this soil for septic absorption fields is severe, due to slow permeability and high water table.

VoC - Volusia Channery Silt Loam. This soil is sloping on long hillsides. The water table is high and the permeability is very slow. Use of this soil for septic absorption fields is severe, due to slow permeability, high water table and slope.

VoD - Volusia Channery Silt Loam. This soil is moderately steep and found on side slopes and ridges. The water table is high and the permeability is very slow. Use of this soil for septic absorption fields is severe, due to slow permeability, high water table and slope limitations.

Soils information from the above listed maps was obtained from the Soil Survey of Clarion County, conducted by the United States Department of Agriculture, Soil Conservation Service. As can be seen on the Soils Index Map, there are many different types of soils in the project area, however, all of these soils have one thing in common; the inability to support on-lot sewage systems. Of the eight (8) listed soil types, none can fully support on-lot systems. This

leaves 100% of the soil in the total project area unable to support the continuation of on-lot sewage disposal. This soils index mapping is a further if not reinforcing indication of the definite need for an improved sewage collection and disposal system within the Villages of Leeper and Tylersburg.

Geologic Features

There are no known geologic features within the delineated project area which can be considered to adversely affect the study area.

Wetlands

A U.S. Department of the Interior wetlands map has been incorporated with the 100 year flood plain mapping and the proposed sewage collection project and is located as Exhibit #3 in Appendix A of this report. This exhibit shows that there are a limited number of wetlands located within the study area. Proper alignment coupled with the shallow depth of the trench will allow minimal disturbance of the wetlands, if encountered. All precautions are being taken to avoid these areas whenever possible. When this effort becomes no longer feasible, all necessary permits and procedures will be obtained and adhered to as set forth by the Department of Environmental Protection. Due to the nature of this project (i.e., a sewage collection and treatment system) the type of construction involved will have virtually little, if any, affect on the surrounding area, including wetlands. All possible efforts will be directed toward this issue.

V. EXISTING SEWAGE FACILITIES IN THE PLANNING AREA

1. Existing Facilities

There are no existing, public wastewater treatment facilities within the delineated study area of Leeper and Tylersburg, Farmington Township, Clarion County. The rural location of this project does not permit any feasible alternatives to the construction of a wastewater treatment plant.

2. Present Methods of Disposal

All area residences, commercial and residential in the project area utilize on-lot sewage disposal systems (see Project Area maps, Appendix A). Types of systems in use are conventional septic tanks in combination with leach fields, or sand mounds. There may also be

existing systems in the study area which are not permitted or constructed in accordance with DEP regulations since their construction was prior to the Departments Regulatory Commission. The photo survey performed on July 18, 1997, by Northwest Engineering, Inc., Tidioute, PA, indicates the conditions of typical on-lot sewage disposal systems that exhibit signs of malfunctions (see Appendix D). The malfunctions evident throughout the project area were mostly of a degree which rates them as moderate to severe. This coupled with the poor soils in the area creates a serious concern towards groundwater contamination as well as other problems.

USDA Rural Utilities Service is the recommended funding source for the Alternative of Choice outlined within this Plan. At the present time, it is expected that RUS funding is being offered this fiscal year. The previous performed sanitary survey, or photo survey, is an effective means of identifying malfunctioning systems as well as existing conditions that support the fact that the soils present within the study area are unable to sustain conventional on-lot systems. Due to the funding source of RUS being imminent, the additional requirements of a more extensive sanitary survey as necessary by PennVest will not be performed as part of this project.

A comparison of the on-lot systems in the project area to the Soils Index Map in Appendix A shows that the majority of the systems in use are incompatible with the soil types available. The Sanitary Survey indicates the on-lot sewage system with the least amount of malfunctions is the sand mound type. The problem systems that are common throughout the area are the leach fields and wildcat sewers. The construction of a sewage collection and treatment system, which would become somewhat of a "regional" treatment facility, is believed to be the only practical solution to the sewage disposal problems in the Leeper/Tylersburg project area.

3. Methods of Sludge Management

The current management practices within the township consist of individual property owners contracting with private waste removal firms for the removal of septic tank solids on an as-needed basis, with the private firm being responsible for the ultimate disposal of the waste material. The process of removing solids from septic tanks is effective in temporarily eliminating the solids problem, however, illegal and improper sludge disposal methods have the potential to cause environmental hazards. All septic tank wastes should be deposited at sites approved and permitted by DEP according to the approved Plan of Operation. All practices shall

be in conformance with the recommendations of the Clarion County Sewage Association. Photographs in Appendix D show typical malfunctions of existing systems as well as direct discharges to roadside and residential drainage areas and the Photo location map gives a physical description of their location within the project area.

VI. FUTURE GROWTH AND LAND DEVELOPMENT

The current land use of the project area is mostly comprised of residential designations. There are also areas of industrial, commercial and recreational. Although these areas are minimal and sparse it can be predicted that future industrial, commercial and recreational growth can be expected after the implementation of a sewage collection and treatment system. This need has been addressed in the 5-10 year plan.

Population

The population of Farmington Township as predicted by the Commonwealth of Pennsylvania, Department of Environmental Protection, for the design year of 2038 is 1,874 persons. The Township population in 1990 was at 1,929 persons with a total of 748 households. This exhibits there are approximately 2.58 people per household. Therefore, with 334 EDUs, the project area of Leeper and Tylersburg consists of approximately 862 people. Utilizing DEP's recommended 100 gallon per day per capita design flow, as outlined in the Wastewater Facilities Manual, the 2.58 persons per household can be justified as 258 gallons per day per EDU. Due to the conservancy built into this factor, a rounded value of 250 gallons per day per EDU will be utilized for planning and design of this project. Based on these figures, one could predict the population of the Leeper/Tylersburg project area to be 839 persons, or approximately 325 EDUs, in the design year 2038. It is expected that the implementation of a sewage collection and treatment system within the Leeper and Tylersburg communities will stimulate the economy and lead towards a growing population and extension of existing collection lines to outer lying areas. Therefore, the anticipated population for the design year will be calculated using a 10% growth rate.

The present criteria indicates the flow at the proposed WWTP to be 83,500 gallons per day using RUS criteria of 250 gallons per day per EDU. The major water users for the recommended project area include the North Clarion County Elementary and High School and the Saw Mill Restaurant. EDU assessment for the school is based upon Department approved

charts detailing various water allocations, as well as existing water usage while the Saw Mill Restaurant EDU allocation was based upon similar establishment usages. The projected flow for the design year 2038, based on an increase of 20%, is calculated to be 100,200 gallons per day. A 100,000 gallon per day WWTP plant, if using RUS criteria, is recommended.

Population Growth 0-5 Year and 5-10 Year Plans

Population increase/decrease is based on information provided by the Pennsylvania Department of Environmental Protection, Bureau of Water Quality Management. The table below is projected for the Township of Farmington based on known populations and current growth trends.

Year	Population	Increase
1970	680	
		27.60%
1980	939	
		0.68%
1990	945	
		3.48%
2000	978	
		0%
2010	978	
		-1.40%
2020	965	
		-2.59%
2030	940	
		-3.03%
2040	911	

The predicted design population for the project area for the year 2038, using straight line interpolation, is 839 persons. This is a decrease of approximately 3% over a design period of 40 years and will not effectively represent the population of the area to be sewered. In this case, the growth rate will be assumed to increase 10% minimum over the 40 year design period. Therefore, the expected number of persons to be served by this project for this design year shall be 949 persons.

Although much of the land located within the Village is already developed at this time, current waste disposal methods have created an environmental problem whereby future growth has halted and existing growth is declining. If the Villages of Leeper and Tylersburg are to

achieve a per capita as well as financial growth, a new sewage collection and treatment system must be implemented.

The preliminary effluent limits, as supplied by DEP on November 4, 1997, are included in Appendix F of this Plan. At the time of issuance, the Department was unsure as to whether or not the discharge waters, unnamed tributary to Licking Creek, were able to support aquatic habitat or life. Therefore, two (2) options for preliminary effluent limits were given. Option No. 1 limits are based on the assumption that the first point of aquatic life protection is the Clarion River and Option 2 limits are based on the stream supporting aquatic life at the point of discharge. An aquatic life stream survey was performed by the Department on November 26, 1997, on an unnamed tributary to Licking Creek. The conclusion was that no aquatic life use worthy of protection presently exists in said stream near the proposed sewage discharge due to acid mine drainage. At this time, the first point of aquatic life protection is the Clarion River. Therefore, the Option 1 limits supplied in the November 4, 1997, letter are applicable. Option 1 limits are as follows:

Outfall No. 001 (Option 1)

Parameter	Average Monthly (mg/l)	Instantaneous Max. (mg/l)
$CBOD_5$	25	50
Total Suspended Solids (TSS)	30	60
Fecal Coliform		
(5/1-9/30)	200/100 ml	
(10/1-4/30)	3,000/100 ml	
Total Residual Chlorine	0.5	1.2
pH	ALL TIMES	

VII. ALTERNATIVE TO PROVIDE NEW OR IMPROVED WASTEWATER DISPOSAL FACILITIES

Regional wastewater treatment concepts within the area promote the construction of a sewage collection and treatment system for the Leeper/Tylersburg project area. Homes located in Farmington Township yet not close enough to the Leeper/Tylersburg sewage project to be deemed economically feasible should, if need arise, be connected to the system via a sewage extension project. This would establish the Leeper/Tylersburg WWTP as somewhat of a

"regional" facility, and would eliminate the possibility of numerous small community systems or wastewater treatment plants.

As stated earlier, due to the geographic location of the proposed project area, there is not an existing sewage treatment facility within a close enough proximity to make a sewage extension project practical. Therefore, the only solution to the sewage disposal problems occurring in the proposed Leeper/Tylersburg project area is the construction of a sewage collection and treatment facility. The photo survey (located in Appendix D) clearly indicates that the problems present with the existing on-lot systems are severe as well as repetitive and typical of an area in need of a collection and treatment system. Clean water, whether it be for drinking or recreation, is a primary goal. This goal can only be accomplished if a new collection system is constructed.

VIII. INNOVATIVE/ALTERNATIVE TECHNOLOGIES

Innovative collection systems have been evaluated during the course of this plan. The alternative methods of collection and conveyance of wastewater from the proposed project area of Leeper/Tylersburg to the proposed WWTP located southwest of Tylersburg are as follows:

Pressure Sewers

Pressure sewers are an outgrowth of the Congressional Directive in Section 104 (q) of the Clean Water Act of 1972, to develop wastewater systems where implementation of conventional practices is impractical, uneconomical, or otherwise unfeasible. Pressure sewers are fast becoming one of the most popular and successful with these new collection system alternatives.

A pressure sewer is a small diameter pipe line, shallowly buried, and following the profile of the ground. Typical main diameters are 2 inch and 6 inch PVC piping material. Burial depths are usually below the frost line or 30 inches minimum, whichever is greater.

Each home uses a small pump to discharge to the force main. This may be; 1) a grinder pump (GP) which grinds the solids present in wastewater to a slurry in the manner of a kitchen sink garbage grinder; or 2) a septic tank and effluent pump (STEP) system which utilizes a septic tank to capture the solids, grit, grease and stringy material that could cause problems in pumping

and conveyance through the small diameter piping. The liquid is then pumped through the small diameter lines.

Grinder pumps to serve individual homes are usually 2 horsepower in size, but 1 horsepower units are also used. STEP pumps are usually fractional horsepower.

The service line leading from the pumping unit to the main is usually 1-1/2 inch diameter PVC. A check valve on the service line prevents backflow, which is insured with a redundant check valve at the pumping unit.

If a malfunction occurs, a high liquid level alarm is activated. This may be a light mounted on the outside wall of the home, or it may be an audible alarm which can be silenced by the resident. The resident then notifies the sewer service district which responds to make the necessary repair.

Small Diameter Gravity Sewers

Small diameter gravity sewers (SDGS) are rapidly gaining popularity in unsewered areas because of their low construction costs. Unlike conventional sewers, primary treatment is provided at each connection and only the settled wastewater is collected. Grit, grease and other troublesome solids which might cause obstructions in the collector mains are separated from the waste flow and retained in the interceptor or septic tank installed upstream of each connection. With the solids removed, the collector mains need not be designed to carry solids as conventional sewers must be.

Large diameter pipes designed with straight alignment and uniform gradients to maintain self-cleansing velocities are not necessary. Instead, the collector mains may be smaller in diameter, laid with variable or inflective gradients. Fewer manholes are used and most are replaced by cleanouts except at major junctions to limit infiltration/inflow (I/I) and entry of grit. The required size and shape of the mains is dictated primarily by hydraulics, rather than solids carrying capabilities as with conventional gravity sewers.

Construction costs are reduced because SDGS may be laid to follow the topography more closely than conventional sewers and routed around most obstacles within their path without installing manholes. The interceptor tanks are an integral part of the system. They are

typically located on private property, but usually owned or maintained by the utility districts so that regular pumping to remove the accumulated solids for safe disposal is ensured. Interceptor tanks located on private property will require a right-of-way agreement to be obtained by the Township or the tanks may be located on the public right-of-way.

Due to the terrain of the project area, SDGS collection systems were not analyzed as a feasible alternative to provide for wastewater collection. Though some areas could be sewered by this method, it would be considered unreasonable to implement the SDGS system on a partial basis.

Conventional Gravity Sewers

Conventional type gravity systems are governed by hydraulic design. Collection lines are a minimum of (6) six inches in diameter with straight alignment and uniform gradients required to maintain self-cleaning velocities. The increased number of manholes and cleanouts required to maintain this alignment will quite probably lead to greater inflow/infiltration (I/I) problem in the future.

Conventional systems are typically costly on a per linear foot basis due mainly to the depth at which the collection line is placed, usually 9 or 10 feet. Where housing is sparse, resulting in long distances between services, the cost of providing conventional sewers is often prohibitive. This may also occur if intermittent rises in profile occur causing costly ground excavation.

In flat terrain, conventional gravity sewers become deep due to the continuous downward slope of the main collection line, requiring frequent use of lift stations. Both the deep excavation and the pump stations are expensive.

Conventional collection systems can be cost effective if during the design process the above listed concerns are addressed. Communities having natural sloping surroundings, with relatively long straight collection lines, limiting the number of cleanouts and manholes required are ideally suited to this type of collection system.

Of the innovative collection systems described above, it was determined that a conventional gravity collection system combined with pressure would service the area in a cost-

effective and efficient manner. The totally pressurized collection system would be uneconomical and unreasonable for the area while providing a higher operation and maintenance cost to a majority of the users, which could be sewered by a more conventional method.

Currently, the residents of the project area as shown in Exhibit #2, Appendix A rely on on-lot sewage systems for their waste disposal. As can be seen on the Soils Index Map, Exhibit #4, Appendix A, there is very little soil, if any, in the project area classified as "suitable" for on-lot systems. Therefore, all on-lot systems deemed economically unfeasible for the 0-5 year sewage plan should be monitored on a regular basis.

The photo survey indicates that a numerous amount of on-lot sewage systems inspected within the project area are malfunctioning. Although the photographs are of systems which exhibited signs of typical malfunctions, other systems within the area could very well be malfunctioning but were not able to be located or detected at the time of the survey. The establishment of a Sewage Management Plan for the project area is highly recommended for all areas of the township that will remain to be sewered by on-lot systems. Extensive inspection and classification of on-lot systems should be implemented by the Township and carried out by the Clarion County Sewage Association.

It is highly recommended that subsurface sewage disposal in the project area be discontinued as soon as possible and a sewage collection system imposed. Malfunctions of the on-lot systems are due mainly to the soils inability to sustain on-lot systems, improper maintenance and faulty system designs.

On-Lot Systems

The repair, replacement or upgrading of existing malfunctioning on-lot systems is not a feasible alternative due to the poor soil compatibility with on-lot systems throughout the study area.

The repair, replacement or upgrade of these systems would be extremely expensive and offer no long-term solution to the cause of the problem, which is the soils inability to sustain on-lot systems. These moneys would be better spent in the construction of the recommended sewage collection system.

The Use of Small Flow Treatment Facilities

The use of small flow treatment facilities is not a cost-effective alternative. Community system construction in the study area may be possible for small numbers of isolated residences not included in the proposed service area. These small flow treatment facilities are:

1.) Not cost-effective
2.) Operation and maintenance dependent
3.) Monitoring and testing dependent

The institution of several small plants is not recommended by the DEP and is not considered to be a feasible alternative. The area surrounding Leeper and Tylersburg can be serviced effectively and efficiently with the implementation of a regional WWTP as recommended within this report.

WASTEWATER TREATMENT PLANT TECHNOLOGIES

General Perspective On Public Sewerage

Public sewerage generally describes the method in which communities dispose of their wastewater. Small community wastewater usually originates solely from domestic activities, which reacts and responds readily to modern treatment methods. Treatment may consist of on-lot sedimentation such as septic tanks, with ground water discharge via drain fields or sand mounds, (when permissible) or more thorough and environmentally sound methods such as permitted discharge to a receiving stream via the NPDES permitting processes.

Traditional methods of treatment and disposal may consist of various "alternative" technologies such as wetlands, lagoons, sand filters or more traditional controlled methods such as the modern wastewater treatment plant. Alternative technologies possess some disadvantage over more traditional technologies when ammonia nitrification or phosphorus removal stipulations apply. Their advantage usually lies with reduced energy and manpower requirements. Many of the "alternative" technologies also utilize septic tanks within the collection system, which require pumping, general inspection and septage treatment and disposal. Land costs and availability in specific areas may also affect cost decisions. All treatment technologies produce residual sludge that requires disposal. The sludge results from the contaminants that the treatment processes capture.

Modern "secondary" wastewater treatment consists of various combinations of controlled physical, chemical and biological treatment. The general intent of the treatment remains the reduction (about 85% or greater) of Five Day Carbonaceous Biochemical Oxygen Demand (CBOD5) and Total Suspended Solids with significant reduction of coliforms via a disinfection process. Various regulations specific to the receiving stream may require reduction or removal of ammonia nitrogen and phosphorus in wastewater prior to discharge to a receiving stream.

Traditional or Conventional Public Sewerage

Activated Sludge Processes

Activated sludge processes include the variations of the oxidation ditch and extended aeration processes, conventional activated sludge, contact stabilization and sequenced batch reactors (SBR or fill and draw). All of these processes include treatment tanks under aeration with a concentration of microorganisms in suspension that feed upon the wastewater contaminants. A settling tank or quiescent phase follows the treatment step to separate the microorganisms from the treated wastewater. The separated sludge returns to or remains in the aeration tank, while the treated wastewater proceeds to a disinfection stage such as chlorination or ultraviolet light treatment.

The extended aeration process and oxidation ditches usually provide for sufficient contact time in a single tank to oxidize most ammonia nitrogen and BOD_5. Small communities frequently use these treatment methods due to compactness, simplicity and reliability with permit compliance issues. The ammonia nitrification reactions slow as wastewater temperature lowers in cold weather.

The "fill and draw" or Sequenced Batch Reactor (SBR) differs slightly from other forms of the activated sludge process in that a single tank serves as both reactor vessel and settling unit. A series of automatic controls serve to time operation length and initiate fill and draw cycles. The rapid flow of the draw down phase requires greater disinfection facilities size. The capital and operation cost of small scale SBR's (<0.25 MGD) remains competitive with other forms of activated sludge treatment. The technology requires multiple reactors to accommodate peak flows as well as a greater degree of operation complexity.

Numerous manufacturers sell package wastewater treatment units which utilize activated sludge processes. These units arrive complete, or in easily assembled standard components. They typically possess capacities from less than 10,000 gpd to several hundred thousand gallons per day.

Traditional Wastewater Treatment

Fixed Film Biological Treatments

These methods of treatment include the various plastic media bio-filters, trickling filters and rotating biological contactors (RBC's). Primary clarification remains a necessary step to assure proper operation. These methods of treatment oxidize wastes without the costly practice of pumping air. Unfortunately, at this writing, at smaller scale facilities, the initial capital costs of the equipment do not allow these technologies to compete well with the package activated sludge units. Nitrification can occur via a process staging (series operation).

Alternative Technologies

Lagoon and Wetlands Treatment

Lagoons consist of lined ponds, about two meters deep more or less, that usually detain primary effluent or septic tank effluent sufficiently to oxidize the wastes. Sludge accumulates within them over time. These ponds may (aerated lagoons) or may not (facultative lagoons) possess some sort of mechanical aeration.

Their chief advantage lies in low manpower costs. Facultative lagoons also consume little electricity. Their disadvantages in the ridge, valleys and mountainous areas of northern Pennsylvania include odors in summer, freezing in winter, inadequate permit compliance performance at times, and lack of large areas of inexpensive flat land. Liner and fencing costs, combined with the need for either septic tanks or primary treatment, usually make lagoon treatment prohibitively expensive today. Sludge removal and disposal costs over time also rival or exceed those of other alternatives.

Wetlands treatment technologies closely resemble facultative lagoons. Flow may be surface or sub surface through a medium such as sand and gravel. Natural processes of decay and sludge storage provide for the treatment. Their disadvantages remain sludge handling, initial cost and lack of operational control. Septage treatment and disposal can represent a significant operation cost.

Sand Filters

Sand filters represent one of the older technologies for providing secondary treatment of sewage. The use of septic tanks or a primary treatment step remains essential. These units remain in use in many areas where an isolated institution or facility may be served. Sewage sand filters require about an acre of bed (more or less) for every 100,000 gpd treated. The large initial capital costs usually make sand filters unaffordable.

Use of Retaining Tanks

The use of retaining tanks is a short-term solution to be used only when the construction of new facilities is imminent. Retaining tanks may be required for some of the more severe malfunctioning systems within the project area until the sewage collection system is constructed. This is a decision that should be made by the Clarion County Sewage Association based on the guidelines set forth by the Clarion County Sewage Association.

No-Action Alternative

The potential impact of a No-Action Alternative on drinking water is somewhat difficult to predict. To date, there have been no reported cases of waterborne disease outbreak in the Study Areas attributable to the wastewater disposal methods currently in use. However, as can be seen from the photo survey results in Appendix B of this report, some contamination from coliform is very likely to be present in the project area. The public clearly illustrated that there is concern of contamination of their water when they expressed their desire to implement a potable water system. The drinking water obtained by individual wells within the project area is of very poor quality. One can only assume that if no action is taken this contamination will increase posing a serious health hazard.

Growth potential for the study area under a No Action Alternative is limited. As was stated earlier in the report and as can be seen on Exhibit 4, Appendix A, there is very little soil in the project area suitable for on-lot disposal systems. While there are sure to be "pockets" of soil which may provide adequate drainage for a residential dwelling, it is doubtful that a commercial or industrial development of any size could be undertaken given present conditions.

Under present conditions economic growth of the area is not probable. The inability of the soils in the area to sustain on-lot sewage systems is the limiting factor for new construction. Upon completion of the proposed sewerage collection system, development will be hindered only by the availability of land.

Recreational opportunities in the study area could be expected to be negatively impacted by the No Action Alternative considering the negative environmental and aesthetic impact of adjacent malfunctioning on-lot sewage disposal systems. Due to the large number of malfunctioning systems in the area a negative impact would be expected in lowland drainage, wetland and surface water areas of the study area.

Continued use of on-lot systems has the potential to greatly affect the quality of drinking water available while also introducing the threat of gastric and intestinal diseases such as cholera, salmonellosis and typhoid. The probable presence of coliform at this time coupled with current on-lot conditions and practices make the threat of waterborne diseases a definite possibility in the future.

Need For And Implementation Of A Sewerage Management Program.

Scheduled Inspections of On-lot Sewage Systems

Inspections of on-lot systems shall be performed on a complaint basis directed to the Township Supervisors. The inspections will be completed by an authorized agent of the Township who is a licensed sewage enforcement officer (SEO) and familiar with Act 537 and the applicable on-lot system regulations promulgated in Chapters 71 and 73 of the rules and regulations. The agent will be capable of recognizing deficiencies in systems and their cause as well as being able to recommend corrective repairs, if only as a temporary solution. In Farmington Township, these responsibilities and duties are controlled by the Clarion County Sewage Association.

Maintenance of Septic and Aerobic Treatment Tanks

The governing board of the Township shall be responsible for ordering corrective measures completed as recommended by the appointed agent. Neither the Township Supervisors nor their representative will participate in the actual repair or maintenance of the system.

Municipal Ownership

Municipal ownership of individual septic tanks is not considered practical if the absorption field or sand filters are of the individual on-lot type. Township ownership would require Township maintenance and operation. In many cases or instances operation and maintenance of individual systems is currently substandard. Characteristics indicate that no permanent acceptable on-site repairs can be instituted for a majority of the systems. Accordingly, there is no sound reasoning for the Township to accept responsibility for an existing problem having no acceptable long-term solution.

If the collection/treatment recommendation includes use of individual septic tanks as the primary treatment alternative of choice as does the small diameter gravity systems discussed previously, a small diameter gravity system including septic tanks is not the alternative recommended within this plan. Therefore, Township ownership of on-lot systems does not apply. A sewage management plan will have to be developed and implemented. Maintenance of the septic tanks to assure acceptable effluent quality is essential or the absorption fields or beds may become congested due to premature solids accumulation. Control of the systems by regulation and not by a maintenance plan can be detrimental to the point where a malfunctioning septic tank can cause extensive problems before ordered maintenance is accomplished. Township ownership of on-lot systems would require ingress/egress rights to individual properties to assure proper maintenance of the systems.

Current Small Flow Treatment Facilities

There are currently no small flow facilities located within the Study Area that are suitable for expansion and/or establishment into a regional treatment facility.

Enforcement of Ordinances Prohibiting Malfunctioning Systems

As stated previously, the Township, by resolution, instituted procedures which permits the Township, or the Agent, to inspect on-lot systems and enforce applicable regulations on a complaint basis.

Repair of Malfunctioning On-lot Systems

The Clarion County Sewage Association will enforce existing regulations requiring owners of individual on-lot systems (septic tanks and absorption beds) to make repairs should inspection by an agent of the Township render such a decision.

Joint Municipal Management of a Municipal Sewage Program

Joint management of a sewage facilities program can be viable economically, administratively and politically for municipally owned collection and treatment facilities.

Non-structural Comprehensive Planning Alternatives

Modifications of existing comprehensive plans involving land use designations, densities, ordinances and regulations, improved enforcement and protection of drinking water to meet existing and future sewage disposal needs is not feasible. The soils located within Farmington Township are not compatible with on-lot sewage systems. The only feasible alternatives imply the need for some type of construction.

Technical or Administrative Training Needs

The DEP certifies sewage enforcement officers as eligible for employment by the representing Authority to review on-lot sewage disposal applications and either issue a permit or deny the request. As previously discussed, the SEO shall be able to detect faulty systems as well as offer recommended solutions. Currently, Farmington Township appoints the Clarion County Sewage Association as their enforcement official.

Need for Comprehensive Planning

Maximizing the economic benefits of land development can be achieved by simplifying the development process. A simple yet consistent land development plan will aid in sound land development and comprehensive planning.

Improving Subdivision Regulations

Currently, Farmington Township utilizes the adopted Clarion County Subdivision and Land Development Ordinances. Continued use and enforcement of these ordinances is highly recommended.

IX. THE EVALUATION OF ALTERNATIVES

6.1) The study service area consists of the majority of the homes located within the Leeper and Tylersburg area as identified in Exhibit #2, Appendix A.. There are also, included in this study area, homes located near the Village borders and along Route 36 between the two Villages which are close enough to remain economically feasible.

6.2) Current Department policy recommends the use of regional wastewater treatment facilities whenever possible. This plan recommends future needs be assessed so that the implementation of a sewer extension project to homes located too far from the initial project to be deemed economically feasible.

6.3) As part of the 537 Plan, collection systems were pre-designed for the study area. Based on financial concerns, need, topography of the study area, and the desire to service the greatest number of EDUs possible while minimizing the use of resources, the following collection systems were evaluated:

1. Conventional Gravity / Pressure (Grinder) Combination Sewers
2. Pressure (Grinder) Sewers

Least cost comparisons, combined with a net present value calculation, were performed. The data is listed by section in spreadsheet form. The conventional gravity collection system combined with pressure (grinder) pumps where required is the most cost-effective alternate with the given conditions.

Although the small diameter gravity collection system and the fully pressurized (grinder) systems have initial costs (which are less than the conventional gravity system), their increased operation and maintenance costs could make them less desirable.

6.4) The Selected Alternative of Choice

Based on cost comparisons, system compatibility with the terrain involved, need, and the desire to service the greatest number of EDUs possible, the Alternate of Choice is the conventional gravity and pressure combination collection system located within the study area, known as Alternative No. 5, as shown on Exhibit No. 2 in Appendix A.

The cost analysis and present value comparison between the alternatives follow this section.

ALTERNATIVE OF CHOICE

Based on the detailed environmental assessment and the discussion of overall project costs associated with the alternative listed within the pages of this report, Alternate No. 5, as described herein, represents that alternative which most efficiently uses the nations resources in meeting the goals of the proposed regional sewage collection and treatment concept, while minimizing adverse environmental and social impact. Alternate No. 5, servicing the study area, is the solution which will minimize resource costs as well as social and environmental cost to the Township and the individual users participating in the use of the collection system.

Alternate No. 5 consists of the township constructing a conventional gravity collection system combined with a pressurized system. The system consists of approximately 29,000 linear feet of 8" gravity line, approximately 40,000 linear feet of sanitary sewage pressure lines ranging in size from 2" to 4" and a 100,000 gallon per day extended aeration-activated sludge (package) wastewater treatment plant. The system will also include clean-outs and automatic air release valves where necessary to facilitate in the transportation of the collected wastewater to the proposed wastewater treatment plant. It is recommended that the extended aeration-activated sludge plant is utilized due to its low capital costs, ease of operation, efficiency and affordable operation and maintenance costs. The proposed plant will be constructed southwest of Tylersburg near the unnamed tributary to Licking Creek.

Alternative No. 5 is the most cost-effective system and project area while maintaining the maximum amount possible of conventional collection system, including as many needy areas as feasible while still achieving an acceptable project cost on an EDU basis in the views of the

funding agency. This alternative includes what is referred to and outlined on the study area map (located in Appendix A, Exhibit 2 of this plan) as the Base Area and Option No. 1 as shown. Option No. 1 extends west on State Route 36 up to and including the North Clarion County Elementary School and High School. Option No. 2 was not included due to the fact that a large number of the dwellings are seasonal dwellings which are located in an area that would increase project costs and deem the entire project unfeasible. Option No. 3 was not included due to a number of the dwellings being seasonal, as well as the topography prohibiting the use of a conventional gravity system without including a duplex pumping station. Therefore, Option No. 3 was determined to be unfeasible as part of this Plan.

Due to the nature of the proposed funding source, the design of the intended project is based on a 40-year life span with the projected EDUs to be served in the year 2038 estimated to be 338, based on a 10% minimum growth per 40 year period. The total estimated project cost is $3.7 million and will service approximately 307 homes and businesses located within and surrounding both the Village of Tylersburg and the Village of Leeper. The best case financial scenario of the project would yield an average monthly user rate of $36.00 per EDU. In this case, the project would be funded using USDA's Rural Utilities Service (RUS) and low interest loan and grant combination. The financial breakdown would be 39.26% of the moneys in the form of a low interest loan, 6.63% from the community in the form of connection fees, 54.11% from an RUS community grant. The community contribution listed above is based on a connection fee of $800 per Equivalent Dwelling Unit (EDU). Each individual dwelling is also responsible for the installation of the collection line from the grinder station or main, which will be located at a maximum distance of 150 feet or to the property line of the owner, whichever is closer. The individual grinder pump stations shall be provided by the Township, and to the individual residence or place of business where applicable according to the design or plan.

X. INSTITUTIONAL EVALUATION

7.A The Farmington Township Supervisors have taken an active role in identifying and correcting existing and potential water and wastewater hazards.

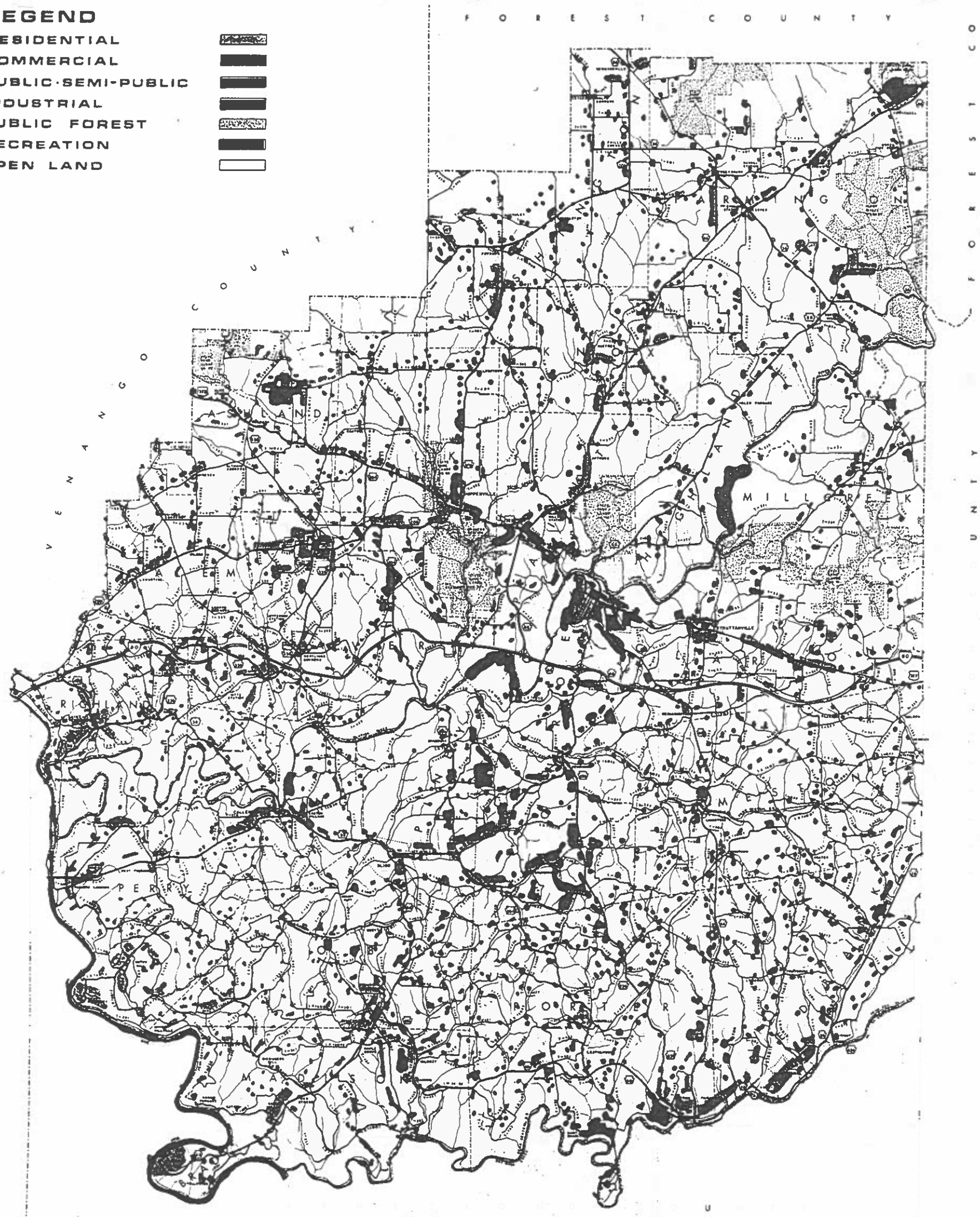
The Township's legal authority to layout, ordain and construct sewers and sewage treatment works is covered in Article XXV, Sanitary Sewers, of the Pennsylvania Second Class Township Code, December 31, 1995.

The proposed alternative would operate under the guidance of the Township Supervisors as authorized by the Pennsylvania Second Class Township Code; no new governing agencies need to be created. The added administration responsibilities of this project will require the Township Secretary to extend her hours.

With the addition of the wastewater treatment plant to the collection system, the Township will require an employee to monitor, test and maintain the system. Due to the limited number of hours required to maintain this system it may be economically feasible to train one of the existing Township employees to fill this position as part of his/her regular duties, rather than employ someone new.

Successful implementation of the recommended alternative in the 0-5 year plan described herein this report is imperative if the areas in the 5-10 year plan are to be serviced. Therefore, the Township's ability to implement projects based on future needs relies on quality engineering, reliable contractors and adequate inspection of this project.

7.B Copies of all required legal documents are included as Appendix F.



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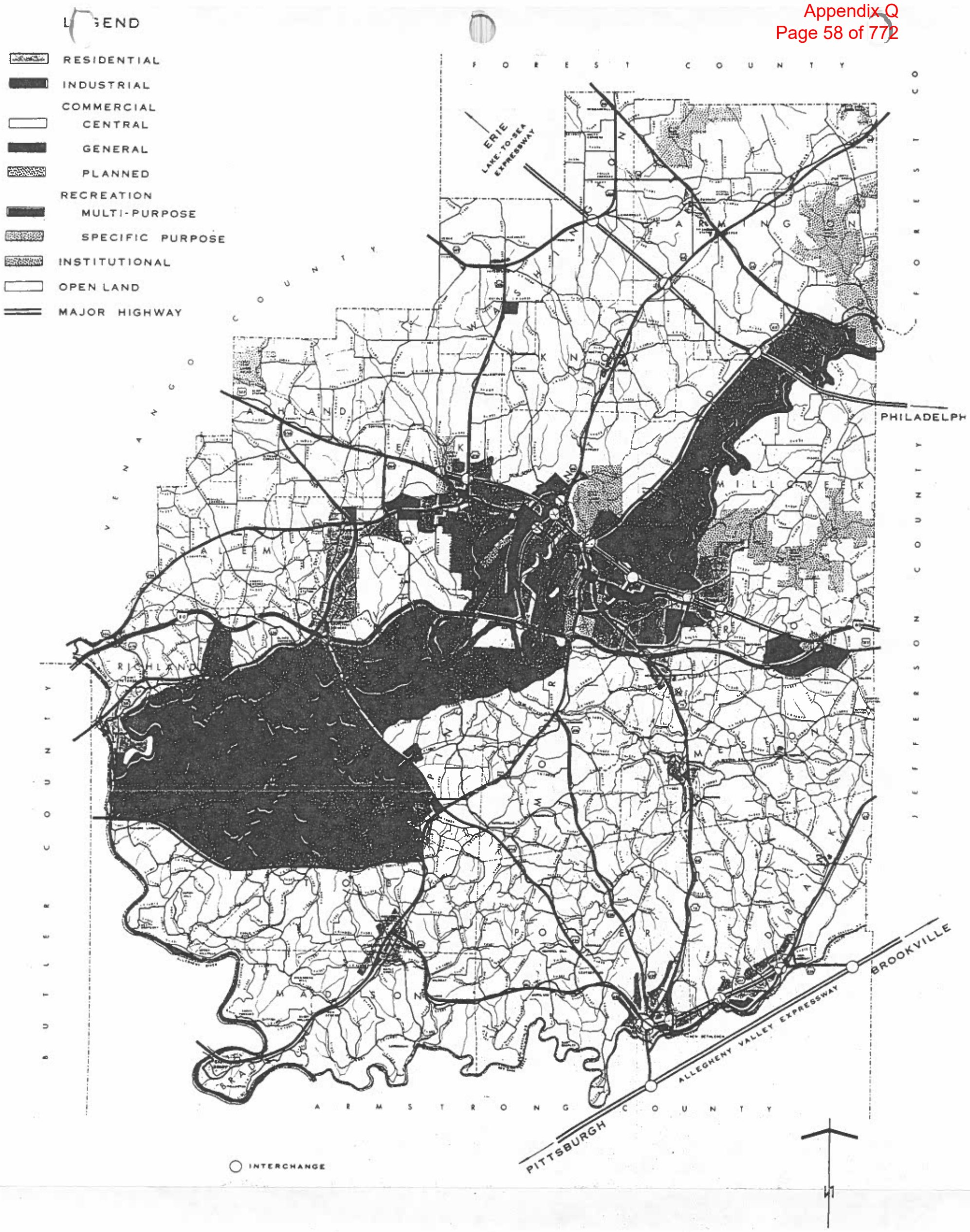


LAND USE PLAN

SCALE IN MILES
0 1 2 3 4 5

The preparation of this map was financially aided through a Federal grant from the Department of Housing and Urban Development under the Urban Planning Assistance Program authorized by Section 701 of the Housing Act of 1954, as amended, administered by the Pennsylvania Department of Community Affairs, Bureau of Planning.

CLARION COUNTY PLANNING COMMISSION • CLARION, PENNSYLVANIA

COST ANALYSIS

BASE AREA & OPTIONS
GRAVITY/PRESSURE COMBINATION
ALTERNATIVE #1

Farmington Township

Leeper / Tylersburg Sanitary Sewage Collection and Treatment Project

Base Area

Conventional Gravity with Pressure Collection System

Cost Estimate

September, 1997

No. of EDU's	*Type*
152	Gravity
121	Pressure
273	Total

Wastewater Collection and Treatment System

No.	Description	Unit	Quantity	Unit Price	Total Price
1	8 inch Gravity Collection Line	LF	28,695	$22.00	$631,290.00
2	4 inch Lateral	LF	2,280	$18.00	$41,040.00
3	Manholes	EA.	115	$1,600.00	$183,648.00
4	Wyes 8" x 4"	EA.	152	$60.00	$9,120.00
5	Wyes 2" x 1 1/2"	EA.	121	$45.00	$5,445.00
6	4 inch pressure line-Main	LF	25,137	$14.00	$351,918.00
7	2 inch pressure line	LF	4,435	$10.00	$44,350.00
8	1 1/2 inch laterals	LF	1,815	$10.00	$18,150.00
9	2 hp Simplex Package	EA.	121	$2,500.00	$302,500.00
10	Automatic Air Release Valves	EA.	10	$2,000.00	$20,109.60
11	4" Gate (Isolation Valves)	EA.	9	$525.00	$4,725.00
12	Terminal Cleanouts	EA.	8	$1,200.00	$9,600.00
13	Intermediate Cleanouts	EA.	6	$650.00	$3,844.36
14	Isolation valves	EA.	9	$800.00	$7,393.00
15	Road borings 8 inch	LF	240	$150.00	$36,000.00
16	Road borings 4 inch	LF	510	$115.00	$58,650.00
17	Road borings 2 inch	LF	90	$80.00	$7,200.00
18	Road borings 1 1/2 inch	LF	210	$40.00	$8,400.00
19	Asphalt replacement	LF	3,884	$16.00	$62,151.47
20	Select surface material	LF	29,134	$2.50	$72,833.75
21	Select Backfill	TON	5,297	$10.00	$52,970.00
22	Pump Station (comp. w/power)	EA	1	$65,000.00	$65,000.00
23	Wastewater Treatment Plant	LS	1	$650,000.00	$650,000.00

Total Construction Cost	**$2,646,338.18**
Construction Contingency (5%)	$132,316.91
Basic Engineering	$190,536.35
Inspection	$97,914.51
Site Survey (Treatment Plant & Pump Sta.)	$6,000.00
Property Survey & ROW Assistance	$5,000.00
Environmental Assessment Maps	$2,000.00
Construction Staking	$14,347.50
O & M Manual	$2,500.00
Assistance With Supplemental Financing	$3,500.00
Archeological Phase I	$11,000.00
Legal Fees	$20,600.00
Bond Counsel	$20,600.00
Land and ROW Procurement Costs	$10,000.00
Interest During Construction	$72,774.30
Approx. $11,851 Per EDU	
Total Project Delivery Cost	**$3,235,427.75**

GLinear1

Farmington Township 537 Plan

Leeper / Tylersburg

USDA/RUS Financing Alternatives
Grant-Loan Combination Worksheet

Alternative No.1 - Gravity/Pressure Collection System

Median Household Income (1990 Census)	Per Year	**$21,961.00**
Reasonable Monthly Rate	Per EDU	$36.00
Pressurized System O & M Costs	Per EDU	$13.00
Monies Available for Debt Retirement	Per EDU	**$23.00**
Actual Number of EDUS in Target Area		**273**
Connection Fee Determination		
Connection Fees (Actual Individual)	Per EDU	**$800.00**
Connection Fees (Actual Total)		$218,400.00
Loan\Grant Determination Using Monies Available		
Total Project Costs		$3,235,427.75
Loan Amount @ 5% Per Year		$1,292,902.84
Total Community Contribution		$218,400.00
RUS Grant Amount		$1,724,124.91
Project Financial Percentages		
Loan Amount		39.96%
Community Contribution From Connection Fees		6.75%
RUS/USDA Community Grant		53.29%
		100%

NOTE: This worksheet is used to calculate a reasonable loan / grant amount based on a similar systems comparison.

Farmington Township 537 Plan

Leeper / Tylersburg

USDA/RUS Financing Alternatives
Grant-Loan Combination Worksheet

Alternative No.1 - Gravity/Pressure Collection System

Median Household Income (1990 Census)	Per Year	**$21,961.00**
Reasonable Monthly Rate	Per EDU	$36.00
Pressurized System O & M Costs	Per EDU	$13.00
Monies Available for Debt Retirement	Per EDU	**$23.00**
Actual Number of EDUS in Target Area		**273**

Connection Fee Determination

Connection Fees (Actual Individual)	Per EDU	**$1,000.00**
Connection Fees (Actual Total)		$273,000.00

Loan\Grant Determination Using Monies Available

Total Project Costs	$3,235,427.75
Loan Amount @ 5% Per Year	$1,292,902.84
Total Community Contribution	$273,000.00
RUS Grant Amount	$1,669,524.91

Project Financial Percentages

Loan Amount	39.96%
Community Contribution From Connection Fees	8.44%
RUS/USDA Community Grant	51.60%
	100%

NOTE: This worksheet is used to calculate a reasonable loan / grant amount based on a similar systems comparison.

Farmington Township 537 Plan
Leeper / Tylersburg

Pennvest Financing Alternatives
Pressure Collection System
September, 1999

Connection Fees	Per EDU	**$800**
Total Cost of Project	TOTAL	$3,235,428
Total Number of EDUs in the Project Area	TOTAL	**273**
Connection Fees	TOTAL	$218,400
Total Amount of Required Pennvest Loan	TOTAL	**$3,017,028**
Financing @ Current Interest Rate =3.76%	Total Monthly Payment	$17,903.31
	O&M Per EDU	$13.00
	Payment Per EDU	**$78.58**
Financing @ Lowest Interest Rate = 1.00%	Total Monthly Payment	$13,875.14
	O&M Per EDU	$13.00
	Payment Per EDU	**$63.82**

Farmington Township 537 Plan

Leeper / Tylersburg

Pennvest Financing Alternatives
Pressure Collection System

September, 1999

Connection Fees	Per EDU	**$1,000**
Total Cost of Project	TOTAL	$3,235,428
Total Number of EDUs in the Project Area	TOTAL	**273**
Connection Fees	TOTAL	$273,000
Total Amount of Required Pennvest Loan	TOTAL	**$2,962,428**
Financing @ Current Interest Rate =3.76%	Total Monthly Payment	$17,579.31
	O&M Per EDU	$13.00
	Payment Per EDU	**$77.39**
Financing @ Lowest Interest Rate = 1.00%	Total Monthly Payment	$13,624.04
	O&M Per EDU	$13.00
	Payment Per EDU	**$62.90**

Farmington Township

Leeper / Tylersburg Sanitary Sewage Collection and Treatment Project

Base Area

Conventional Gravity with Pressure Collection System

Operation and Maintenance Cost Worksheet

September, 1997

Operation and Maintenance Cost for 100,000 gpd (Susp. Solids) WWTP and 121 Individual Grinder Units.

Labor	$12,000
Administration and Insurance	$4,500
Analytical	$2,000
Utilities	$10,000
Sludge Disposal	$6,588
Engineering \ Audit	$2,000
Equipment Replacement	$3,500
Miscellaneous	$2,000
Act 339 Subsidy	$6,000

Total Estimated Annual O & M Costs	**$42,588**
Total Number of Billable EDUs	273
Total Estimated O & M Costs per EDU Per Month	**$13.00**

BASE AREA & OPTIONS
GRAVITY/PRESSURE COMBINATION
ALTERNATIVE #2

Farmington Township

Leeper / Tylersburg Sanitary Sewage Collection and Treatment Project

Base Area and ALL Options

Conventional Gravity with Pressure Collection System

Cost Estimate

eptember, 1997

No. of EDU's	*Type*
152	Gravity
162	Pressure
20	Additional
334	Total

Wastewater Collection and Treatment System

No.	Description	Unit	Quantity	Unit Price	Total Price
1	8 inch Gravity Collection Line	LF	31,516	$22.00	$693,352.00
2	4 inch Lateral	LF	2,280	$18.00	$41,040.00
3	Manholes	EA.	126	$1,600.00	$201,702.40
4	Wyes 8" x 4"	EA.	152	$60.00	$9,120.00
5	Wyes 2" x 1 1/2"	EA.	162	$45.00	$7,290.00
6	4 inch pressure line-Main	LF	38,487	$14.00	$538,818.00
7	2 inch pressure line	LF	6,791	$10.00	$67,910.00
8	1 1/2 inch laterals	LF	2,430	$10.00	$24,300.00
9	2 hp Simplex Package	EA.	162	$2,500.00	$405,000.00
10	Automatic Air Release Valves	EA.	15	$2,000.00	$30,789.60
11	4" Gate (Isolation Valves)	EA.	12	$525.00	$6,300.00
12	Terminal Cleanouts	EA.	10	$1,200.00	$12,534.81
13	Intermediate Cleanouts	EA.	9	$650.00	$5,886.14
14	Isolation valves	EA.	14	$800.00	$11,319.50
15	Road borings 8 inch	LF	240	$150.00	$36,000.00
16	Road borings 4 inch	LF	630	$115.00	$72,450.00
17	Road borings 2 inch	LF	90	$80.00	$7,200.00
18	Road borings 1 1/2 inch	LF	270	$40.00	$10,800.00
19	Asphalt replacement	LF	5,120	$16.00	$81,913.60
20	Select surface material	LF	38,397	$2.50	$95,992.50
21	Select Backfill	TON	6,981	$10.00	$69,812.73
22	Pump Station (comp. w/power)	EA	2	$65,000.00	$130,000.00
23	Wastewater Treatment Plant	LS	1	$785,000.00	$785,000.00

Total Construction Cost	**$3,344,531.28**
Construction Contingency (5%)	$167,226.56
Basic Engineering	$230,772.66
Inspection	$117,058.59
Site Survey (Treatment Plant & Pump Sta.)	$8,000.00
Property Survey & ROW Assistance	$5,000.00
Environmental Assessment Maps	$2,000.00
Construction Staking	$15,758.00
O & M Manual	$2,500.00
Assistance With Supplemental Financing	$3,500.00
Archeological Phase I	$13,000.00
Legal Fees	$20,600.00
Bond Counsel	$20,600.00
Land and ROW Procurement Costs	$10,000.00
Interest During Construction	$91,974.61
Approx. $12,133 Per EDU	
Total Project Delivery Cost	**$4,052,521.71**

GLinear2

Farmington Township 537 Plan

Leeper / Tylersburg

USDA/RUS Financing Alternatives
Grant-Loan Combination Worksheet

Alternative No.2 - Gravity/Pressure Collection System

Median Household Income (1990 Census)	Per Year	**$21,961.00**
Reasonable Monthly Rate	Per EDU	$36.00
Pressurized System O & M Costs	Per EDU	$13.00
Monies Available for Debt Retirement	Per EDU	**$23.00**
Actual Number of EDUS in Target Area		**334**
Connection Fee Determination		
Connection Fees (Actual Individual)	Per EDU	**$800.00**
Connection Fees (Actual Total)		$267,200.00
Loan\Grant Determination Using Monies Available		
Total Project Costs		$4,052,521.71
Loan Amount @ 5% Per Year		$1,581,793.22
Total Community Contribution		$267,200.00
RUS Grant Amount		$2,203,528.49
Project Financial Percentages		
Loan Amount		39.03%
Community Contribution From Connection Fees		6.59%
RUS/USDA Community Grant		54.37%
		100%

NOTE: This worksheet is used to calculate a reasonable loan / grant amount based on a similar systems comparison.

Farmington Township 537 Plan
Leeper / Tylersburg

USDA/RUS Financing Alternatives
Grant-Loan Combination Worksheet
Alternative No.2 - Gravity/Pressure Collection System

Median Household Income (1990 Census)	Per Year	**$21,961.00**
Reasonable Monthly Rate	Per EDU	$36.00
Pressurized System O & M Costs	Per EDU	$13.00
Monies Available for Debt Retirement	Per EDU	**$23.00**
Actual Number of EDUS in Target Area		**334**
Connection Fee Determination		
Connection Fees (Actual Individual)	Per EDU	**$1,000.00**
Connection Fees (Actual Total)		$334,000.00
Loan\Grant Determination Using Monies Available		
Total Project Costs		$4,052,521.71
Loan Amount @ 5% Per Year		$1,581,793.22
Total Community Contribution		$334,000.00
RUS Grant Amount		$2,136,728.49
Project Financial Percentages		
Loan Amount		39.03%
Community Contribution From Connection Fees		8.24%
RUS/USDA Community Grant		52.73%
		100%

NOTE: This worksheet is used to calculate a reasonable loan / grant amount based on a similar systems comparison.

Farmington Township 537 Plan

Leeper / Tylersburg

Base Area and All Options

Pennvest Financing Alternatives

Gravity & Pressure Collection System

September, 1999

Connection Fees	Per EDU	**$800**
Total Cost of Project	TOTAL	$4,052,522
Total Number of EDUs in the Project Area	TOTAL	**334**
Connection Fees	TOTAL	$267,200
Total Amount of Required Pennvest Loan	TOTAL	**$3,785,322**
Financing @ Current Interest Rate =3.76%	Total Monthly Payment	$22,462.44
	O&M Per EDU	$13.00
	Payment Per EDU	**$80.25**
Financing @ Lowest Interest Rate = 1.00%	Total Monthly Payment	$17,408.48
	O&M Per EDU	$13.00
	Payment Per EDU	**$65.12**

Farmington Township 537 Plan

Leeper / Tylersburg

Base Area and All Options

Pennvest Financing Alternatives

Gravity & Pressure Collection System

September, 1999

Connection Fees	Per EDU	**$1,000**
Total Cost of Project	TOTAL	$4,052,522
Total Number of EDUs in the Project Area	TOTAL	**334**
Connection Fees	TOTAL	$334,000
Total Amount of Required Pennvest Loan	TOTAL	**$3,718,522**
Financing @ Current Interest Rate =3.76%	Total Monthly Payment	$22,066.04
	O&M Per EDU	$13.00
	Payment Per EDU	**$79.07**
Financing @ Lowest Interest Rate = 1.00%	Total Monthly Payment	$17,101.27
	O&M Per EDU	$13.00
	Payment Per EDU	**$64.20**

Farmington Township

Leeper / Tylersburg Sanitary Sewage Collection and Treatment Project

Base Area and ALL Options

Conventional Gravity with Pressure Collection System

Operation and Maintenance Cost Worksheet

September, 1997

Operation and Maintenance Cost for 100,000 gpd (Susp. Solids) WWTP and 121 Individual Grinder Units.

Labor	$15,100
Administration and Insurance	$5,700
Analytical	$2,500
Utilities	$12,600
Sludge Disposal	$8,400
Engineering \ Audit	$2,500
Equipment Replacement	$4,400
Miscellaneous	$2,500
Act 339 Subsidy	$8,000

Total Estimated Annual O & M Costs	**$53,700**
Total Number of Billable EDUs	332
Total Estimated O & M Costs per EDU Per Month	**$13.00**

BASE AREA PRESSURE SEWER ALTERNATIVE #3

Farmington Township

Leeper / Tylersburg Sanitary Sewage Collection and Treatment Project

Base Area

Pressure Collection System
Cost Estimate
September, 1997

No. of EDU's	*Type*
273	Pressure

Wastewater Collection and Treatment System

No.	Description	Unit	Quantity	Unit Price	Total Price
1	4 inch pressure line-Main	LF	45,757	$14.00	$640,598.00
2	2 inch pressure line	LF	8,075	$10.00	$80,750.00
3	1 1/2 inch laterals	LF	4,095	$10.00	$40,950.00
4	Wyes 4" x 1 1/2"	EA.	232	$60.00	$13,920.00
5	Wyes 2" x 1 1/2"	EA.	41	$45.00	$1,845.00
6	2 hp Simplex Package	EA.	273	$2,500.00	$682,500.00
7	Automatic Air Release Valves	EA.	18	$2,000.00	$36,605.60
8	4" Gate (Isolation Valves)	EA.	16	$525.00	$8,579.44
9	Terminal Cleanouts	EA.	15	$1,200.00	$17,475.62
10	Intermediate Cleanouts	EA.	11	$650.00	$6,998.16
11	Isolation valves	EA.	17	$800.00	$13,458.00
12	Road borings 4 inch	LF	600	$115.00	$69,000.00
13	Road borings 2 inch	LF	180	$80.00	$14,400.00
14	Road borings 1 1/2 inch	LF	300	$40.00	$12,000.00
15	Asphalt replacement	LF	3,862	$16.00	$61,788.80
16	Select surface material	LF	28,964	$2.50	$72,408.75
17	Select Backfill	TON	5,266	$10.00	$52,660.91
18	Pump Station (comp. w/power)	EA	1	$65,000.00	$65,000.00
19	Wastewater Treatment Plant	LS	1	$750,000.00	$750,000.00

Total Construction Cost	**$2,640,938.28**
Construction Contingency (5%)	$132,046.91
Basic Engineering	$190,147.56
Inspection	$92,432.84
Site Survey (Treatment Plant)	$6,000.00
Property Survey & ROW Assistance	$5,000.00
Environmental Assessment Maps	$2,000.00
O & M Manual	$2,500.00
Assistance With Supplemental Financing	$3,500.00
Archeological Phase I	$11,000.00
Legal Fees	$19,600.00
Bond Counsel	$19,600.00
Land and ROW Procurement Costs	$10,000.00
Interest During Construction	$72,625.80
Approx. $11,749 Per EDU	
Total Project Delivery Cost	**$3,207,391.39**

Farmington Township 537 Plan

Leeper / Tylersburg

USDA/RUS Financing Alternatives
Grant-Loan Combination Worksheet

Pressure Collection System

Median Household Income (1990 Census)	Per Year	**$21,961.00**
Suggested RUS Rate (NOT THE ACTUAL RATE)	Per EDU	$36.00
Pressurized System O & M Costs	Per EDU	$13.00
Monies Available for Debt Retirement	Per EDU	**$23.00**
Actual Number of EDUS in Target Area		**273**
Connection Fee Determination		
Connection Fees (Actual Individual)	Per EDU	**$800.00**
Connection Fees (Actual Total)		$218,400.00
Loan\Grant Determination Using Monies Available		
Total Project Costs		$3,207,391.39
Loan Amount @ 5% Per Year		$1,292,902.84
Total Community Contribution		$218,400.00
RUS Grant Amount		$1,696,088.55
Project Financial Percentages		
Loan Amount		40.31%
Community Contribution From Connection Fees		6.81%
RUS/USDA Community Grant		52.88%
		100%

NOTE: This worksheet is used to calculate a reasonable loan / grant amount based on a similar systems comparison.

Farmington Township 537 Plan

Leeper / Tylersburg

USDA/RUS Financing Alternatives
Grant-Loan Combination Worksheet

Pressure Collection System

Median Household Income (1990 Census)	Per Year	**$21,961.00**
Suggested RUS Rate (NOT THE ACTUAL RATE)	Per EDU	$36.00
Pressurized System O & M Costs	Per EDU	$13.00
Monies Available for Debt Retirement	Per EDU	**$23.00**
Actual Number of EDUS in Target Area		**273**

Connection Fee Determination

Connection Fees (Actual Individual)	Per EDU	**$1,000.00**
Connection Fees (Actual Total)		$273,000.00

Loan\Grant Determination Using Monies Available

Total Project Costs	$3,207,391.39
Loan Amount @ 5% Per Year	$1,292,902.84
Total Community Contribution	$273,000.00
RUS Grant Amount	$1,641,488.55

Project Financial Percentages

Loan Amount	40.31%
Community Contribution From Connection Fees	8.51%
RUS/USDA Community Grant	51.18%
	100%

NOTE: This worksheet is used to calculate a reasonable loan / grant amount based on a similar systems comparison.

Farmington Township 537 Plan

Leeper / Tylersburg

Pennvest Financing Alternatives
Pressure Collection System

September, 1999

Connection Fees	Per EDU	**$800**
Total Cost of Project	TOTAL	$3,207,391
Total Number of EDUs in the Project Area	TOTAL	**273**
Connection Fees	TOTAL	$218,400
Total Amount of Required Pennvest Loan	TOTAL	**$2,988,991**
Financing @ Current Interest Rate =3.76%	Total Monthly Payment	$17,736.94
	O&M Per EDU	$13.00
	Payment Per EDU	**$77.97**
Financing @ Lowest Interest Rate = 1.00%	Total Monthly Payment	$13,746.20
	O&M Per EDU	$13.00
	Payment Per EDU	**$63.35**

Farmington Township 537 Plan
Leeper / Tylersburg

Pennvest Financing Alternatives
Pressure Collection System
September, 1999

Connection Fees	Per EDU	**$1,000**
Total Cost of Project	TOTAL	$3,207,391
Total Number of EDUs in the Project Area	TOTAL	**273**
Connection Fees	TOTAL	$273,000
Total Amount of Required Pennvest Loan	TOTAL	**$2,934,391**
Financing @ Current Interest Rate =3.76%	Total Monthly Payment	$17,412.94
	O&M Per EDU	$13.00
	Payment Per EDU	**$76.78**
Financing @ Lowest Interest Rate = 1.00%	Total Monthly Payment	$13,495.10
	O&M Per EDU	$13.00
	Payment Per EDU	**$62.43**

Farmington Township

Leeper / Tylersburg Sanitary Sewage Collection and Treatment Project

Base Area

Pressure Collection System

Operation and Maintenance Cost Worksheet

September, 1997

Operation and Maintenance Cost for 75,000 gal (Susp. Solids) WWTP and 273 Individual Grinder Units.

Labor	$12,000
Administration and Insurance	$4,500
Analytical	$2,000
Utilities	$10,000
Sludge Disposal	$6,588
Engineering \ Audit	$2,000
Equipment Replacement	$3,500
Miscellaneous	$2,000
Act 339 Subsidy	$6,000

Total Estimated Annual O & M Costs	**$42,588**
Total Number of Billable EDUs	273
Total Estimated O & M Costs per EDU Per Month	**$13.00**

Farmington Township 537 Plan

Leeper / Tylersburg Sanitary Sewer Collection and Treatment Project

Equivalent Dwelling Units

September, 1997

Description		Quantity	Units	Design Flow Rate (GPD/Unit) DEP	Design Flow Rate (GPD/Unit) RUS	EDUs DEP	EDUs RUS
RESIDENTIAL							
Base Area	dwell.	273	dwell.	350	250	273	273
TOTAL				95,550	**68,250**	273	**273**

The typical rates of water use for various establishments were obtained from the following references:

1. Chapter 73 of The Domestic Wastewater Facilities Manual Department of Environmental Resources

2. Chapter 2 of Wastewater Engineering / Disposal / Reuse. Metcalf & Eddy Inc.

Note: Small businesses, restaurants and offices are assmued as one (1) EDU

WWTP:

a. Assume 10% Growth for the 40 year design period.

b. 68,250 x 1.10 = 75,075 Gal Per Day

USE: 75,000 Gal Per Day

EDU

BASE AREA & OPTIONS
GRAVITY/PRESSURE COMBINATION
ALTERNATIVE #4

Farmington Township

Leeper / Tylersburg Sanitary Sewage Collection and Treatment Project

Base Area and ALL Options

ressure Collection System
Cost Estimate
September, 1999

No. of EDU's	***Type***
334	Pressure

Wastewater Collection and Treatment System

No.	Description	Unit	Quantity	Unit Price	Total Price
1	4 inch pressure line-Main	LF	65,275	$14.00	$913,850.00
2	2 inch pressure line	LF	11,519	$10.00	$115,190.00
3	1 1/2 inch laterals	LF	5,010	$10.00	$50,100.00
4	Wyes 4" x 1 1/2"	EA.	267	$60.00	$16,020.00
5	Wyes 2" x 1 1/2"	EA.	47	$45.00	$2,115.00
6	2 hp Simplex Package	EA.	334	$2,500.00	$835,000.00
7	Automatic Air Release Valves	EA.	26	$2,000.00	$52,220.00
8	4" Gate (Isolation Valves)	EA.	23	$525.00	$12,239.06
9	Terminal Cleanouts	EA.	21	$1,200.00	$24,929.98
10	Intermediate Cleanouts	EA.	15	$650.00	$9,983.22
11	Isolation valves	EA.	24	$800.00	$19,198.50
12	Road borings 4 inch	LF	870	$115.00	$100,050.00
13	Road borings 2 inch	LF	90	$80.00	$7,200.00
14	Road borings 1 1/2 inch	LF	270	$40.00	$10,800.00
15	Asphalt replacement	LF	5,454	$16.00	$87,257.60
16	Select surface material	LF	40,902	$2.50	$102,255.00
17	Select Backfill	TON	7,437	$10.00	$74,367.27
18	Pump Station (comp. w/power)	EA	1	$65,000.00	$65,000.00
19	Wastewater Treatment Plant	LS	1	$750,000.00	$750,000.00

Total Construction Cost	**$3,247,775.64**
Construction Contingency (5%)	$162,388.78
Basic Engineering	$220,848.74
Inspection	$110,424.37
Site Survey (Treatment Plant)	$6,000.00
Property Survey & ROW Assistance	$5,000.00
Environmental Assessment Maps	$2,000.00
O & M Manual	$2,500.00
Assistance With Supplemental Financing	$3,500.00
Archeological Phase I	$11,000.00
Legal Fees	$20,600.00
Bond Counsel	$20,600.00
Land and ROW Procurement Costs	$10,000.00
Interest During Construction	$89,313.83
Approx. $11,712 Per EDU	
Total Project Delivery Cost	**$3,911,951.36**

Farmington Township 537 Plan

Leeper / Tylersburg

USDA/RUS Financing Alternatives
Grant-Loan Combination Worksheet

Pressure Collection System

Median Household Income (1990 Census)	Per Year	**$21,961.00**
Suggested RUS Rate (NOT THE ACTUAL RATE)	Per EDU	$36.00
Pressurized System O & M Costs	Per EDU	$13.00
Monies Available for Debt Retirement	Per EDU	**$23.00**
Actual Number of EDUS in Target Area		**334**

Connection Fee Determination

Connection Fees (Actual Individual)	Per EDU	**$800.00**
Connection Fees (Actual Total)		$267,200.00

Loan\Grant Determination Using Monies Available

Total Project Costs	$3,911,951.36
Loan Amount @ 5% Per Year	$1,581,793.22
Total Community Contribution	$267,200.00
RUS Grant Amount	$2,062,958.14

Project Financial Percentages

Loan Amount	40.43%
Community Contribution From Connection Fees	6.83%
RUS/USDA Community Grant	52.73%
	100%

NOTE: This worksheet is used to calculate a reasonable loan / grant amount based on a similar systems comparison.

Farmington Township 537 Plan
Leeper / Tylersburg

USDA/RUS Financing Alternatives
Grant-Loan Combination Worksheet
Pressure Collection System

Median Household Income (1990 Census)	Per Year	**$21,961.00**
Suggested RUS Rate (NOT THE ACTUAL RATE)	Per EDU	$36.00
Pressurized System O & M Costs	Per EDU	$13.00
Monies Available for Debt Retirement	Per EDU	**$23.00**
Actual Number of EDUS in Target Area		**334**

Connection Fee Determination		
Connection Fees (Actual Individual)	Per EDU	**$1,000.00**
Connection Fees (Actual Total)		$334,000.00

Loan\Grant Determination Using Monies Available	
Total Project Costs	$3,911,951.36
Loan Amount @ 5% Per Year	$1,581,793.22
Total Community Contribution	$334,000.00
RUS Grant Amount	$1,996,158.14

Project Financial Percentages	
Loan Amount	40.43%
Community Contribution From Connection Fees	8.54%
RUS/USDA Community Grant	51.03%
	100%

NOTE: This worksheet is used to calculate a reasonable loan / grant amount based on a similar systems comparison.

Farmington Township 537 Plan

Leeper / Tylersburg

Pennvest Financing Alternatives
Pressure Collection System

September, 1999

Connection Fees	Per EDU	**$800**
Total Cost of Project	TOTAL	$3,911,951
Total Number of EDUs in the Project Area	TOTAL	**334**
Connection Fees	TOTAL	$267,200
Total Amount of Required Pennvest Loan	TOTAL	**$3,644,751**
Financing @ Current Interest Rate =3.76%	Total Monthly Payment	$21,628.28
	O&M Per EDU	$13.00
	Payment Per EDU	**$77.76**
Financing @ Lowest Interest Rate = 1.00%	Total Monthly Payment	$16,762.00
	O&M Per EDU	$13.00
	Payment Per EDU	**$63.19**

Farmington Township 537 Plan

Leeper / Tylersburg

Pennvest Financing Alternatives
Pressure Collection System

September, 1999

Connection Fees	Per EDU	**$1,000**
Total Cost of Project	TOTAL	$3,911,951
Total Number of EDUs in the Project Area	TOTAL	**334**
Connection Fees	TOTAL	$334,000
Total Amount of Required Pennvest Loan	TOTAL	**$3,577,951**
Financing @ Current Interest Rate =3.76%	Total Monthly Payment	$21,628.28
	O&M Per EDU	$13.00
	Payment Per EDU	**$77.76**
Financing @ Lowest Interest Rate = 1.00%	Total Monthly Payment	$16,762.00
	O&M Per EDU	$13.00
	Payment Per EDU	**$63.19**

Farmington Township

Leeper / Tylersburg Sanitary Sewage Collection and Treatment Project

Base Area and ALL Options

Pressure Collection System

Operation and Maintenance Cost Worksheet

September, 1997

Operation and Maintenance Cost for 100,000 gal (Susp. Solids) WWTP and 332 Individual Grinder Units.

Labor	$15,100
Administration and Insurance	$5,700
Analytical	$2,500
Utilities	$12,600
Sludge Disposal	$8,400
Engineering \ Audit	$2,500
Equipment Replacement	$4,400
Miscellaneous	$2,500
Act 339 Subsidy	$8,000

Total Estimated Annual O & M Costs	**$53,700**
Total Number of Billable EDUs	332
Total Estimated O & M Costs per EDU Per Month	**$13.00**

BASE AREA & OPTIONS
GRAVITY/PRESSURE COMBINATION
ALTERNATIVE #5

Farmington Township

Leeper / Tylersburg Sanitary Sewage Collection and Treatment Project

Base Area and Option #1

Conventional Gravity with Pressure Collection System

Cost Estimate

September, 1997

No. of EDU's	*Type*
137	Gravity
150	Pressure
20	Additional
307	Total

→ school & restaurant

Wastewater Collection and Treatment System

No.	Description	Unit	Quantity	Unit Price	Total Price
1	8 inch Gravity Collection Line	LF	28,695	$22.00	$631,290.00
2	4 inch Lateral	LF	2,055	$18.00	$36,990.00
3	Manholes	EA.	115	$1,600.00	$183,648.00
4	Wyes 8" x 4"	EA.	137	$60.00	$8,220.00
5	Wyes 2" x 1 1/2"	EA.	150	$45.00	$6,750.00
6	4 inch pressure line-Main	LF	35,137	$14.00	$491,918.00
7	2 inch pressure line	LF	4,435	$10.00	$44,350.00
8	1 1/2 inch laterals	LF	2,250	$10.00	$22,500.00
9	2 hp Simplex Package	EA.	150	$2,500.00	$375,000.00
10	Automatic Air Release Valves	EA.	14	$2,000.00	$28,109.60
11	4" Gate (Isolation Valves)	EA.	12	$525.00	$6,300.00
12	Terminal Cleanouts	EA.	10	$1,200.00	$11,444.43
13	Intermediate Cleanouts	EA.	8	$650.00	$5,144.36
14	Isolation valves	EA.	12	$800.00	$9,893.00
15	Road borings 8 inch	LF	210	$150.00	$31,500.00
16	Road borings 4 inch	LF	600	$115.00	$69,000.00
17	Road borings 2 inch	LF	60	$80.00	$4,800.00
18	Road borings 1 1/2 inch	LF	270	$40.00	$10,800.00
19	Asphalt replacement	LF	4,551	$16.00	$72,818.13
20	Select surface material	LF	34,134	$2.50	$85,333.75
21	Select Backfill	TON	6,206	$10.00	$62,060.91
22	Pump Station (comp. w/power)	EA	1	$65,000.00	$65,000.00
23	Wastewater Treatment Plant	LS	1	$785,000.00	$785,000.00

Total Construction Cost	**$3,047,870.18**
Construction Contingency (5%)	$152,393.51
Basic Engineering	$213,350.91
Inspection	$106,675.46
Site Survey (Treatment Plant & Pump Sta.)	$8,000.00
Property Survey & ROW Assistance	$5,000.00
Environmental Assessment Maps	$2,000.00
Construction Staking	$14,347.50
O & M Manual	$2,500.00
Assistance With Supplemental Financing	$3,500.00
Archeological Phase I	$13,000.00
Legal Fees	$20,600.00
Bond Counsel	$20,600.00
Land and ROW Procurement Costs	$10,000.00
Interest During Construction	$83,816.43
Approx. $12,064 Per EDU	
Total Project Delivery Cost	**$3,703,653.99**

GLinear3

Farmington Township 537 Plan

Leeper / Tylersburg

Base Area and Option #1

USDA/RUS Financing Alternatives

Grant-Loan Combination Worksheet

Alternative No.5 - Gravity/Pressure Collection System

Median Household Income (1990 Census)	Per Year	**$21,961.00**
Reasonable Monthly Rate	Per EDU	$36.00
Pressurized System O & M Costs	Per EDU	$13.00
Monies Available for Debt Retirement	Per EDU	**$23.00**
Actual Number of EDUS in Target Area		**307**
Connection Fee Determination		
Connection Fees (Actual Individual)	Per EDU	**$800.00**
Connection Fees (Actual Total)		$245,600.00
Loan\Grant Determination Using Monies Available		
Total Project Costs		$3,703,653.99
Loan Amount @ 5% Per Year		$1,453,923.70
Total Community Contribution		$245,600.00
RUS Grant Amount		$2,004,130.29
Project Financial Percentages		
Loan Amount		39.26%
Community Contribution From Connection Fees		6.63%
RUS/USDA Community Grant		54.11%
		100%

NOTE: This worksheet is used to calculate a reasonable loan / grant amount based on a similar systems comparison.

A/P, 58, 404?
.05828
= 84,734.67 / 307 = 276.00 / 12
= $23.00

Farmington Township 537 Plan

Leeper / Tylersburg

Base Area and Option #1

USDA/RUS Financing Alternatives

Grant-Loan Combination Worksheet

Alternative No.5 - Gravity/Pressure Collection System

Median Household Income (1990 Census)	Per Year	**$21,961.00**
Reasonable Monthly Rate	Per EDU	$36.00
Pressurized System O & M Costs	Per EDU	$13.00
Monies Available for Debt Retirement	Per EDU	**$23.00**
Actual Number of EDUS in Target Area		**307**
Connection Fee Determination		
Connection Fees (Actual Individual)	Per EDU	**$1,000.00**
Connection Fees (Actual Total)		$307,000.00
Loan\Grant Determination Using Monies Available		
Total Project Costs		$3,703,653.99
Loan Amount @ 5% Per Year		$1,453,923.70
Total Community Contribution		$307,000.00
RUS Grant Amount		$1,942,730.29
Project Financial Percentages		
Loan Amount		39.26%
Community Contribution From Connection Fees		8.29%
RUS/USDA Community Grant		52.45%
		100%

NOTE: This worksheet is used to calculate a reasonable loan / grant amount based on a similar systems comparison.

Farmington Township 537 Plan

Leeper / Tylersburg

Base Area and Option #1

Pennvest Financing Alternatives

Gravity & Pressure Collection System

September, 1999

Connection Fees	Per EDU	**$800**
Total Cost of Project	TOTAL	$3,703,654
Total Number of EDUs in the Project Area	TOTAL	**307**
Connection Fees	TOTAL	$245,600
Total Amount of Required Pennvest Loan	TOTAL	**$3,458,054**
Financing @ Current Interest Rate =3.76%	Total Monthly Payment	$20,520.40
	O&M Per EDU	$13.00
	Payment Per EDU	**$79.84**
Financing @ Lowest Interest Rate = 1.00%	Total Monthly Payment	$15,903.39
	O&M Per EDU	$13.00
	Payment Per EDU	**$64.80**

Farmington Township 537 Plan

Leeper / Tylersburg

Base Area and Option #1

Pennvest Financing Alternatives

Gravity & Pressure Collection System

September, 1999

Connection Fees	Per EDU	**$1,000**
Total Cost of Project	TOTAL	$3,703,654
Total Number of EDUs in the Project Area	TOTAL	**307**
Connection Fees	TOTAL	$307,000
Total Amount of Required Pennvest Loan	TOTAL	**$3,396,654**
Financing @ Current Interest Rate =3.76%	Total Monthly Payment	$20,156.05
	O&M Per EDU	$13.00
	Payment Per EDU	**$78.65**
Financing @ Lowest Interest Rate = 1.00%	Total Monthly Payment	$15,621.02
	O&M Per EDU	$13.00
	Payment Per EDU	**$63.88**

Farmington Township

Leeper / Tylersburg Sanitary Sewage Collection and Treatment Project

Base Area and Option #1

Conventional Gravity with Pressure Collection System

Operation and Maintenance Cost Worksheet

September, 1997

Operation and Maintenance Cost for 100,000 gpd (Susp. Solids) WWTP and 121 Individual Grinder Units.

Labor	$15,100
Administration and Insurance	$5,700
Analytical	$2,500
Utilities	$12,600
Sludge Disposal	$8,400
Engineering \ Audit	$2,500
Equipment Replacement	$4,400
Miscellaneous	$2,500
Act 339 Subsidy	$8,000

Total Estimated Annual O & M Costs	**$53,700**
Total Number of Billable EDUs	307
Total Estimated O & M Costs per EDU Per Month	**$13.00**

PRESENT WORTH ANALYSIS

Farmington Township, Clarion County
Act 537 Plan
Present Worth Analysis

I =	3.75%	%	Project Costs	$ 3,703,654
n =	40	years	Grant (%)	54.11%
			Loan	$ 1,699,607

Debt Service Factor (dsf) = $\frac{I\,(1+I)^n}{(1+I)^n - 1}$ where: I = interest, n = term (years)

therefore; $\frac{0.1635}{3.3604}$

dsf = 0.0487

annual debt service $ 82,702

EDUs 307

dollars per EDU $ 269.39 per year
$ 22.45 per month

Present Worth Analysis					
Alternative No.	*1*	*2*	*3*	*4*	*5*
Project Costs	$ 3,235,428	$ 4,052,522	$ 3,207,391	$ 3,911,951	$ 3,703,654
Grant (%)	53.29%	54.37%	52.88%	52.73%	54.11%
Loan	$ 1,511,268	$ 1,849,166	$ 1,511,323	$ 1,849,179	$ 1,699,607
Annual Debt Service	73,537.50	89,979.40	73,540.14	89,980.06	$ 82,701.94
EDU's	273	334	273	334	307
Cost per EDU	$ 22.45	$ 22.45	$ 22.45	$ 22.45	$ 22.45

Farmington Township, Clarion County

Act 537 Plan

Present Worth Analysis

Wastewater Treatment Plant Alternatives

The following are capital and O&M costs for a 100,000 gallon per day Wastewater Treatment Plant. The effected Total Project Costs, as applicable to the recommended alternative no. 5 are included. Present worth values for these technologies are as follows.

Extended Aeration

			Project Costs
Capital (Principal) Costs	$	785,000	$ 3,703,654
Operation & Maintenance (O&M)	$	13.00	

Sequencing Batch Reactor (SBR)

Capital (Principal) Costs	$	940,000	$ 3,858,654
Operation & Maintenance (O&M)	$	14.50	

Fixed Film (Trickling Filter)

Capital (Principal) Costs	$	1,300,000	$ 4,218,654
Operation & Maintenance (O&M)	$	13.00	

Obviously with the apparent lower capital costs, affordable operation and maintenance costs, and operating skill requirements the Extended Aeration Activated Sludge Treatment Plant is hereby the recommended process technology. Principal costs are one of the concerns of the funding agency while workability, low O&M costs and affordable user rates are the goal of small municipalities such as Farmington Township. For WWTP's with flows as small as the proposed 100,000 gpd plant it is much more cost effective to utilize a package system such as the extended aeration plant for this project.

GS
HB
CW
RF

County of Clarion

Department of
PLANNING AND DEVELOPMENT
Courthouse
Clarion, Pennsylvania 16214
(814) 226-4000
FAX (814) 226-5275
E-Mail: clarioncoplanning@mail.usachoice.net

February 2, 1998

Gregory J. Smith
Northwest Engineering, Inc.
R.D. 1
P.O. Box Q
Tidioute, PA 16351

RECEIVED
FEB 04 1998
NORTHWEST ENGINEERING INC

RE: Farmington Township, Clarion County
Leeper/Tylersburg
Act 537 Plan

Dear Mr. Smith:

The Clarion County Department of Planning and Development has reviewed the Project Narrative and Vicinity Map, which outlines the proposed service area and summarizes the project. Please note that this project is consistent with Clarion County's existing Comprehensive Plan.

This project, when completed, should be a great benefit to the citizens of the project area. We wish you and Farmington Township the best of luck.

Sincerely,

Twila L. Rifenberrick

Twila L. Rifenberrick
County Planner

TLR/kld

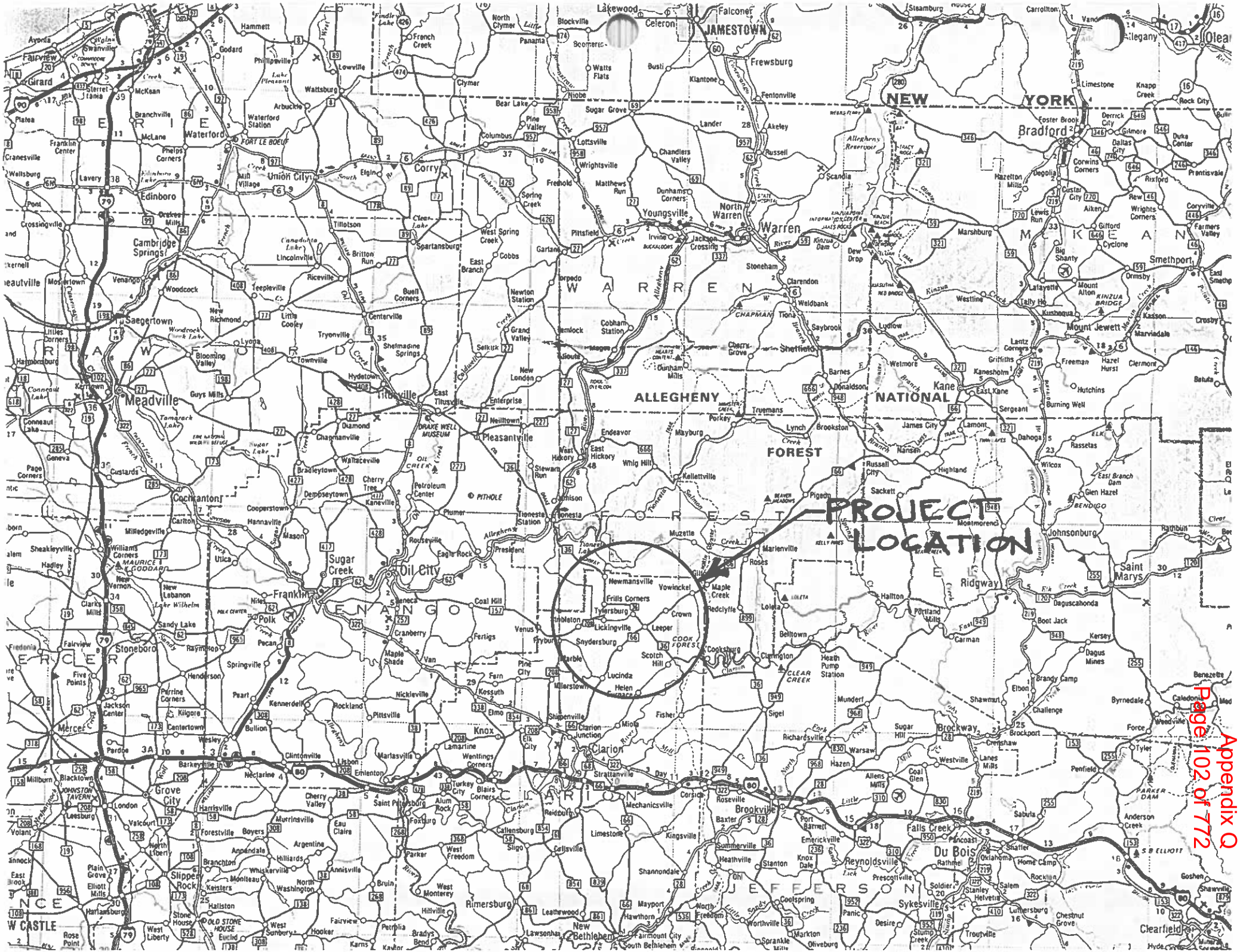
FARMINGTON TOWNSHIP
Leeper/Tylersburg
537 PLAN

APPENDICES

TABLE OF CONTENTS

Appendix A		
	Exhibit 1	Location Map
	Exhibit 2	Study Area & Picture Location Map
	Exhibit 3	Wetland & Floodplain
	Exhibit 4	Soils Limitations
	Exhibit 5	Soils Agricultural
	Exhibit 6	Soils Hydric
	Exhibit 7	Topographic
Appendix B		Photo Survey
Appendix C		PNDI/Historical
Appendix D		Resolutions & Commitments
	Exhibit 1	Adopting Resolution of Farmington Twp. Act 537 Plan
	Exhibit 2	Example - Mandatory Connection Ordinance
	Exhibit 3	Example - Right-of-Way Ordinance
	Exhibit 4	Example - Sewer System Rules & Regulations
	Exhibit 5	Example - Industrial Discharge Ordinance
Appendix E		O & M Cost for Pressurized Systems
Appendix F		Effluent Limits
Appendix G		Proof of Public Notice/Comments
Appendix H		Phase I Archaeological Survey

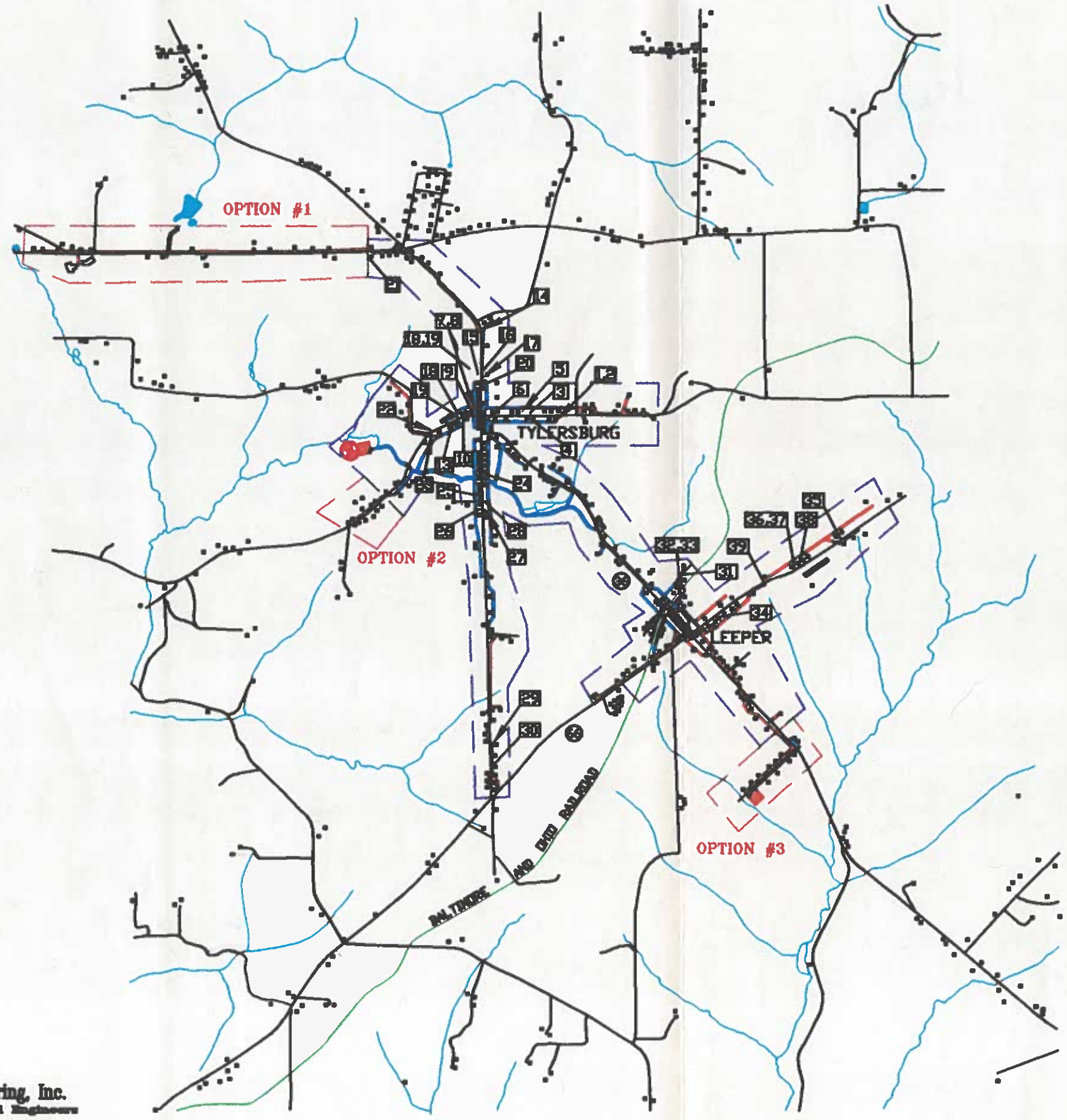
LOCATION MAP ~ EXHIBIT: 1


PROJECT LOCATION
JAMESTOWN
NEW YORK
Bradford
Warren
Meadville
Oil City
Franklin
Titusville
Corry
Union City
Edinboro
Waterford
Cambridge Springs
Saegertown
Cochranton
Sugar Creek
Stoneboro
Grove City
Mercer
Slippery Rock
Harlansburg
W CASTLE
Pleasantville
Oil Creek
Drake Well Museum
Pithole
Allegheny National Forest
Kinzua Dam
Allegheny Reservoir
Kinzua Beach
Kinzua Bridge
Chapman
Red Bridge
Tracy Rock
Clear Creek
Cook Forest
Johnsonburg
Ridgway
St Marys
Brockway
Du Bois
Falls Creek
Reynoldsville
Brookville
Sykesville
Clearfield
Punxsutawney
Rimersburg
Clarion
Knox
Shippenville
Tionesta
Marienville
Kane
Mount Jewett
Smethport
Lake Wilhelm
Lake Pleasant
Sugar Lake
Tamarack Lake
Conneaut Lake
Canadohta Lake
Lake Canadohta
Findley Lake
Chautauqua
Venango
Warren
Forest
Elk
McKean
Jefferson
Clarion
Crawford
Mercer
Erie
Appendix Q
Page 102 of 772

STUDY AREA ~ EXHIBIT: 2

EXHIBIT #2

Appendix Q
Page 104 of 772



PROPOSED ACT 537
SEWAGE FACILITIES PLAN
FARMINGTON TOWNSHIP
CLARION COUNTY, PENNSYLVANIA
ENVIRONMENTAL ASSESSMENT MAP

GRAPHIC SCALE

BASE AREA
PRESSURE LINE
GRAVITY LINE
PUMP STATION
SEWAGE TREATMENT PLANT

STUDY AREAS

PICTURE LOCATIONS

PICTURE SYMBOL

1,2,3

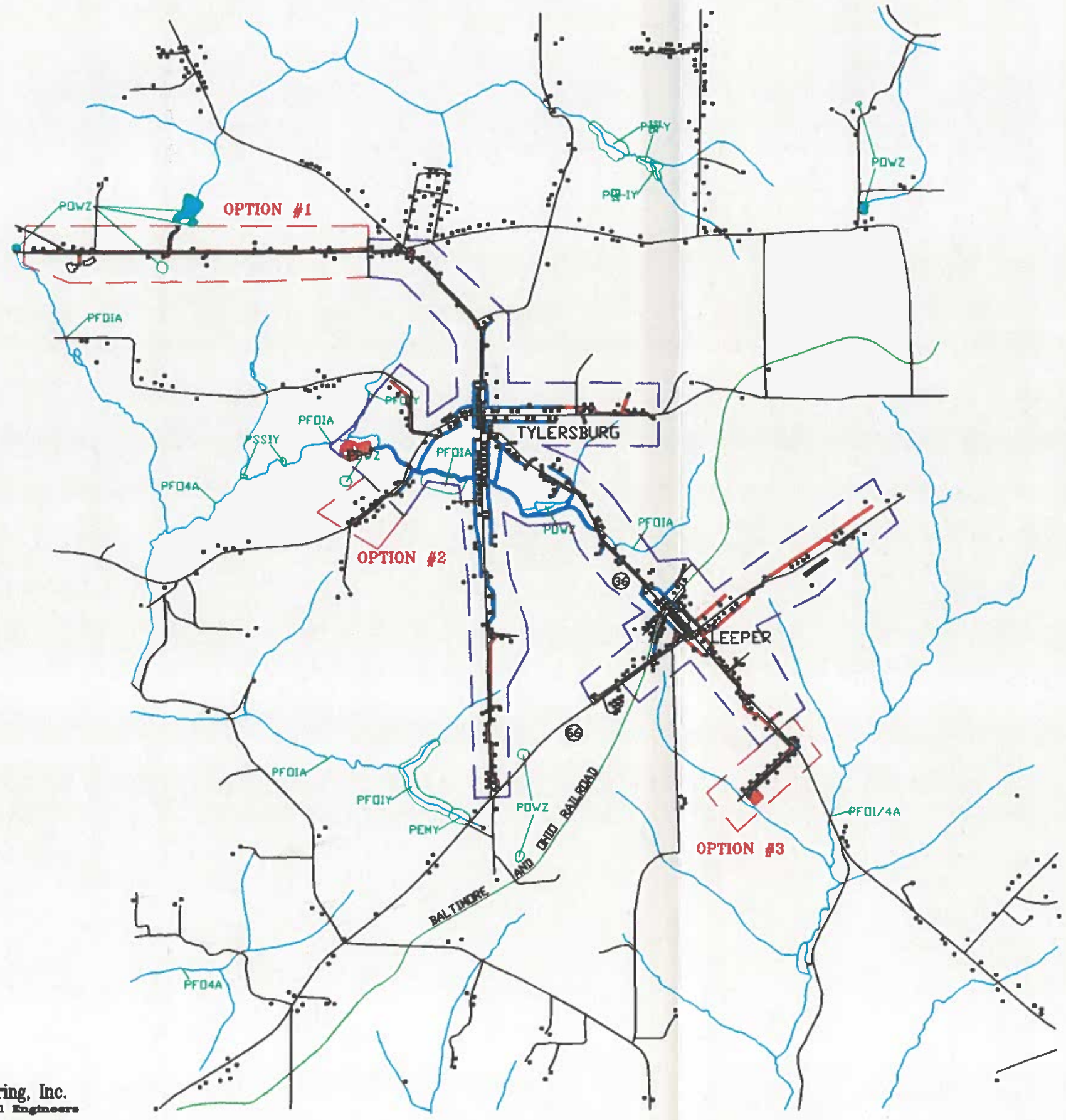
PICTURE NUMBER

Northwest Engineering, Inc.
Consultants and Civil Engineers
Tidioute, Pennsylvania
(814) 484-6804

WETLAND AND FLOODPLAIN ~ EXHIBIT: 3

EXHIBIT #3

Appendix Q
Page 106 of 772



PROPOSED ACT 537
SEWAGE FACILITIES PLAN
FARMINGTON TOWNSHIP
CLARION COUNTY, PENNSYLVANIA
ENVIRONMENTAL ASSESSMENT MAP

2000 0 2000 4000 6000
GRAPHIC SCALE

- BASE AREA
- PRESSURE LINE
- GRAVITY LINE
- PUMP STATION
- SEWAGE TREATMENT PLANT

WETLANDS & 100 YEAR FLOOD PLAIN MAPPING

- WETLAND AREAS
- 100 YEAR FLOOD AREAS

WETLANDS WERE DIGITIZED FROM NATIONAL WETLANDS INVENTORY MAP BY THE U.S. DEPT. OF THE INTERIORTYLERSBURG & LUCINDA QUADRANGLESDATED 1967.

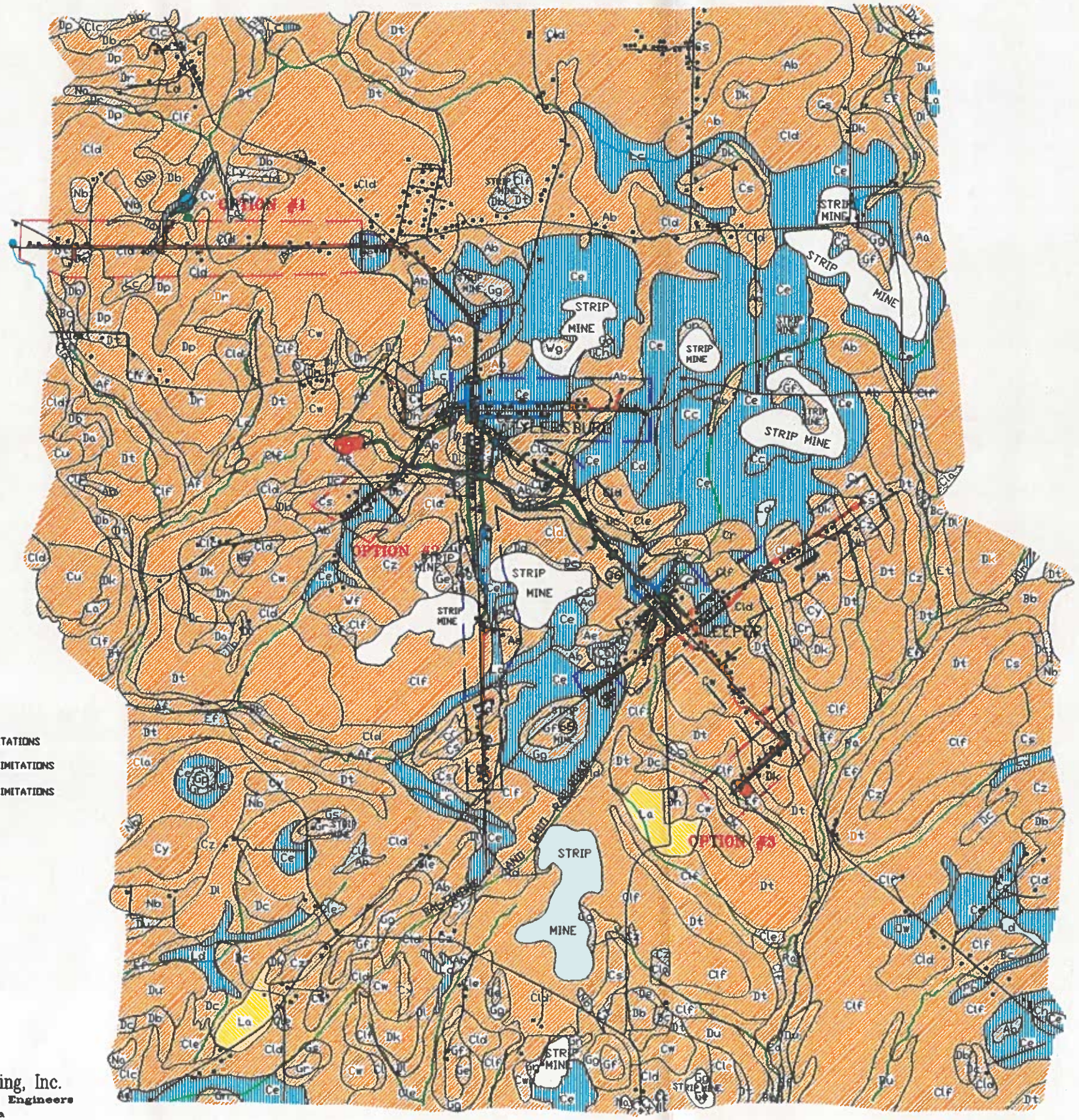
NO FLOOD PLAINS IDENTIFIED IN STUDY AREAS.

Northwest Engineering, Inc.
Consultants and Civil Engineers
Tidioute, Pennsylvania
(814) 484-3504

SOILS LIMITATIONS ~ EXHIBIT: 4

EXHIBIT #4

Appendix Q
Page 108 of 772


OPTION #1
OPTION #2
OPTION #3
STRIP MINE
STRIP MINE
STRIP MINE

SOILS AGRICULTURE ~ EXHIBIT: 5

EXHIBIT #5

Appendix Q
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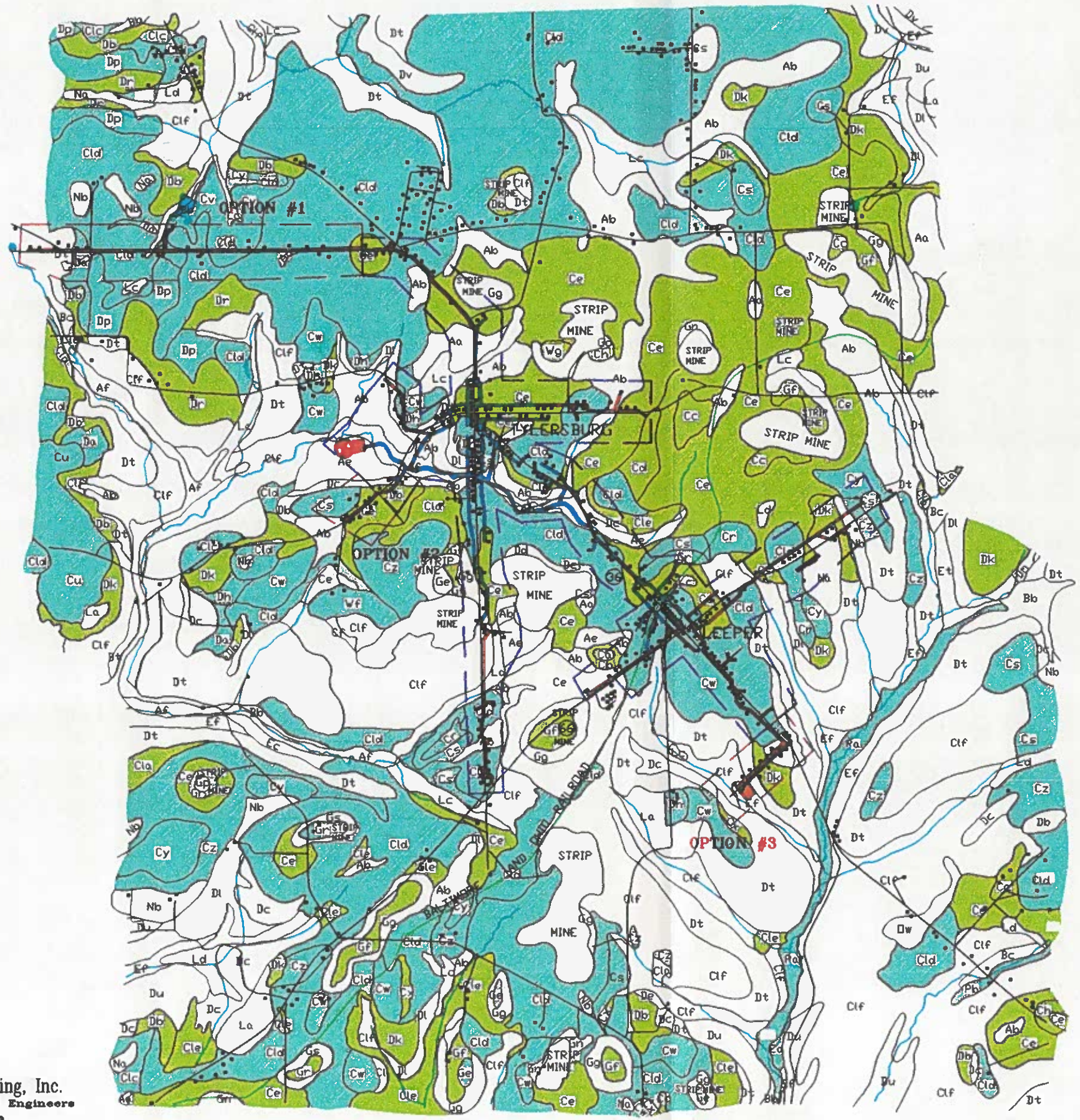

PROPOSED ACT 537
SEWAGE FACILITIES PLAN
FARMINGTON TOWNSHIP
CLARION COUNTY, PENNSYLVANIA
ENVIRONMENTAL ASSESSMENT MAP

2000 0 2000 4000 6000
GRAPHIC SCALE

- BASE AREA
- PRESSURE LINE
- GRAVITY LINE
- PUMP STATION
- SEWAGE TREATMENT PLANT

SOILS MAPPING
AGRICULTURAL LAND DETERMINATION INDEX

MAP SYMBOL	SOIL NAME	SYMBOL SEE BELOW
Ca	Cavode	O
Cb	Cavode	O
Cc	Cavode	O
Cd	Cavode	O
Ce	Cavode	O
Cf	Clymer	X
Cg	Clymer	X
Ch	Clymer	X
Cx	Cookport	X
Cy	Cookport	O
Cz	Cookport	X
Da	Cookport	X
Db	Cookport	O
Dc	Cookport	X
Dd	Cookport	X
De	Cookport	O
Df	Dekalb	X
Dg	Dekalb	O
Dh	Dekalb	X
Dk	Dekalb	O
Dp	Dekalb	X
Dr	Dekalb	O
Ec	Ernest	O
Gf	Gilpin	O
Gg	Gilpin	O
Gr	Philo	X
Pb	Wharton	O
Wg		

- X - PRIME FARMLANDS
- O - ADDITIONAL FARMLANDS OF STATE IMPORTANCE
- NONE - ADDITIONAL FARMLANDS OF LOCAL IMPORTANCE
- NONE - UNIQUE FARMLANDS

Northwest Engineering, Inc.
Consultants and Civil Engineers
Tidioute, Pennsylvania
(814) 484-3504

SOILS HYDRIC ~ EXHIBIT: 6

EXHIBIT #6

Appendix Q
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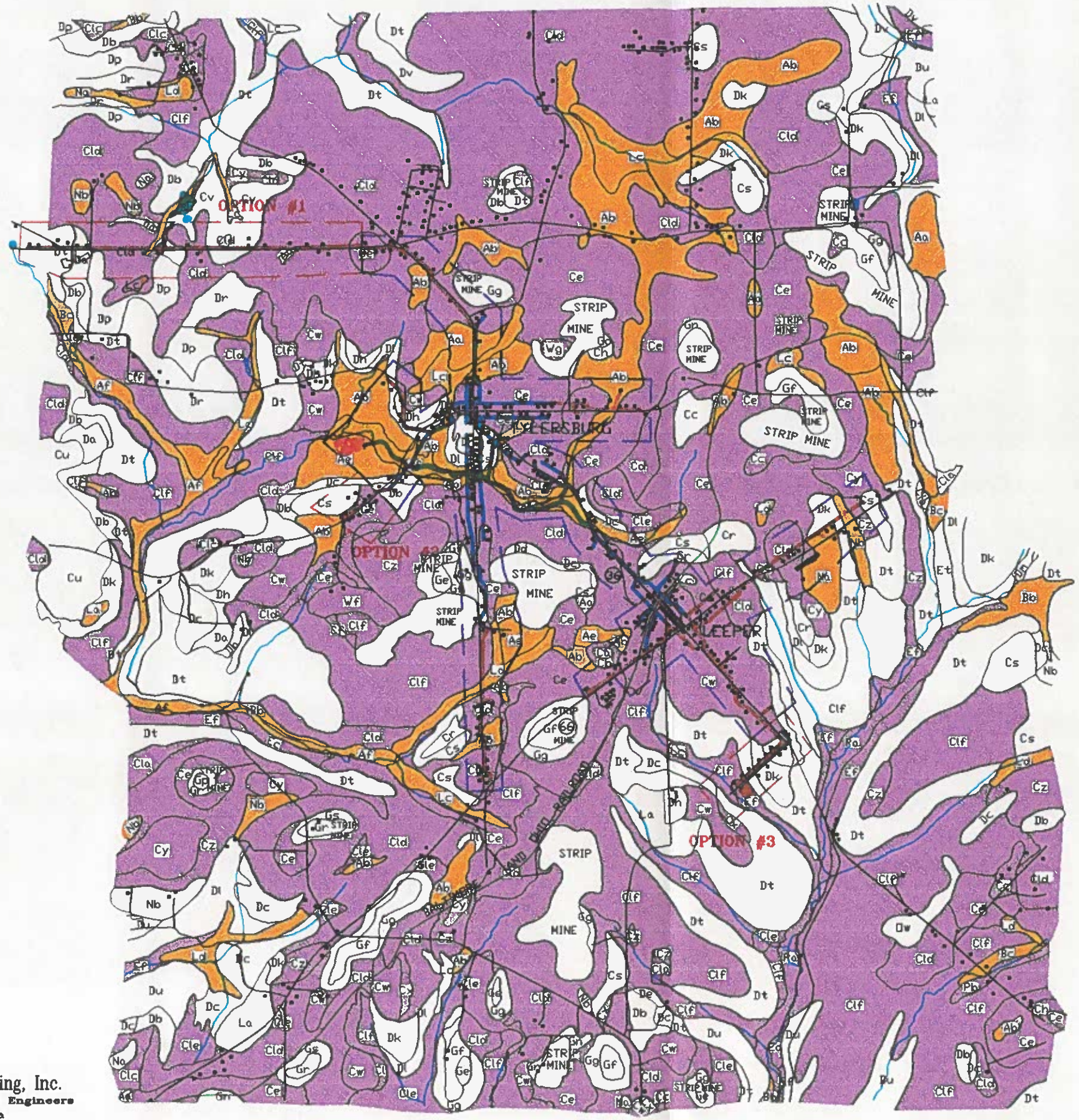


PROPOSED ACT 537
SEWAGE FACILITIES PLAN
FARMINGTON TOWNSHIP
CLARION COUNTY, PENNSYLVANIA
ENVIRONMENTAL ASSESSMENT MAP

2000 0 2000 4000 6000
GRAPHIC SCALE

BASE AREA
PRESSURE LINE
GRAVITY LINE
PUMP STATION
SEWAGE TREATMENT PLANT

SOILS MAPPING
HYDRIC SOILS INDEX

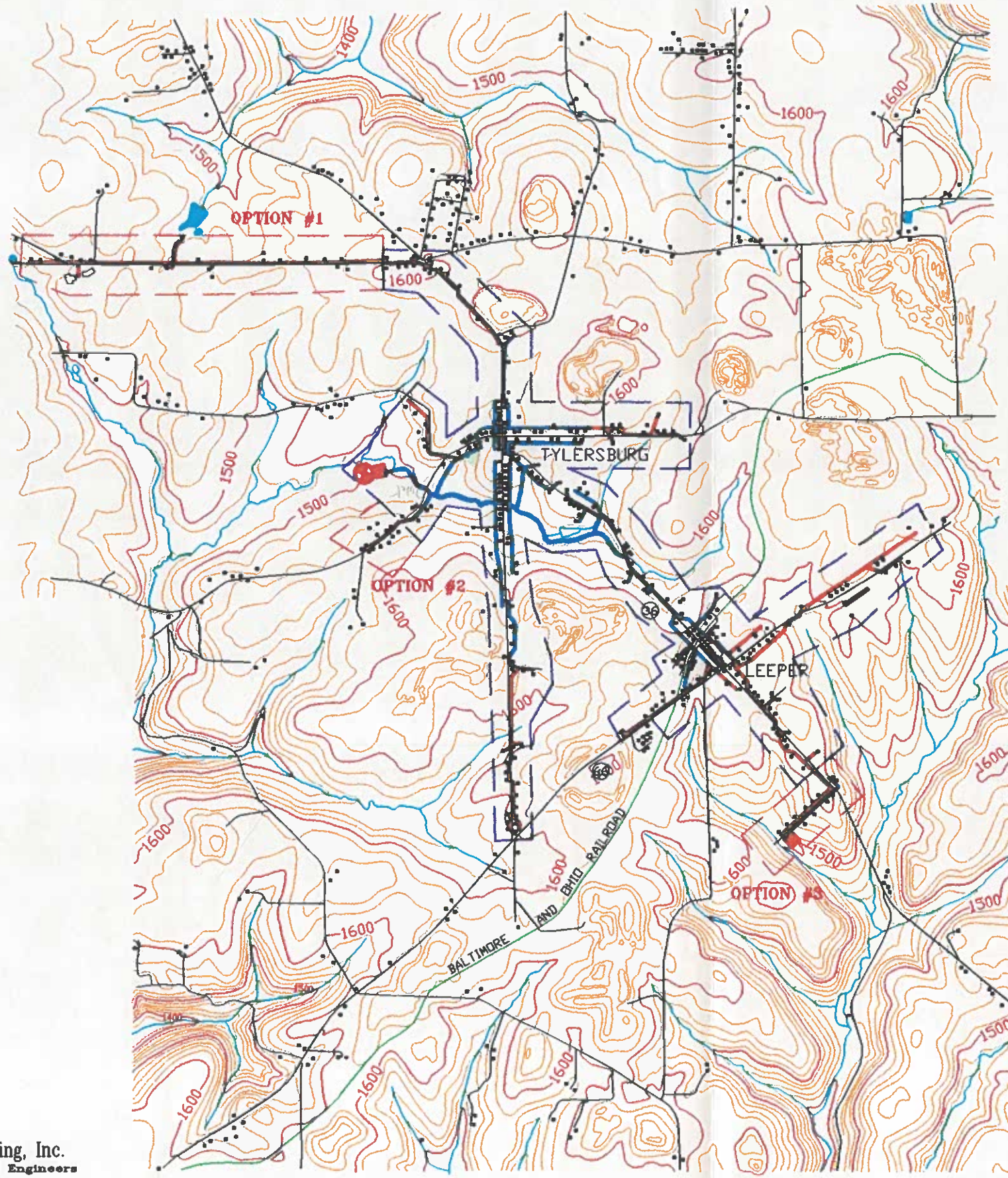
MAP SYMBOL	SOIL NAME	SYMBOL SEE BELOW
H - MAJOR HYDRIC COMPONENTS		
Aa	Armagh	H
Ab	Armagh	H
Ae	Armagh	H
Af	Atkins	H
Bb	Brinkerton	H
Bc	Brinkerton	H
Lc	Lickdale	H
Ld	Lickdale	H
No	Nolo	H
Nb	Nolo	H
HI - INCLUSIONS OF HYDRIC COMPONENTS		
Ca	Cavode	HI
Cb	Cavode	HI
Cc	Cavode	HI
Cd	Cavode	HI
Ce	Cavode	HI
Cf	Cavode	HI
Ch	Cavode	HI
Cla	Cookport	HI
Clc	Cookport	HI
Cld	Cookport	HI
Cle	Cookport	HI
Clf	Cookport	HI
Cw	Cookport	HI
Cx	Cookport	HI
Cy	Cookport	HI
Cz	Cookport	HI
Ec	Ernest	HI
Ef	Ernest	HI
Pa	Philo	HI
Wf	Wharton	HI
Wg	Wharton	HI

Northwest Engineering, Inc.
Consultants and Civil Engineers
Tidioute, Pennsylvania
(814) 484-3504

TOPOGRAPHIC ~ EXHIBIT: 7

EXHIBIT #7

Appendix Q
Page 114 of 772



PROPOSED ACT 537
SEWAGE FACILITIES PLAN
FARMINGTON TOWNSHIP
CLARION COUNTY, PENNSYLVANIA
ENVIRONMENTAL ASSESSMENT MAP

2000 0 2000 4000 6000
GRAPHIC SCALE

BASE AREA
PRESSURE LINE
GRAVITY LINE
PUMP STATION
SEWAGE TREATMENT PLANT

U.S.G.S. TOPOGRAPHIC MAP

NOTE: CONTOURS ARE AT 20' INTERVALS.

MAP WAS DIGITIZED FROM U.S.G.S. TYLERSBURG & LUCINDA QUADRANGLE DATED 1967.

Northwest Engineering, Inc.
Consultants and Civil Engineers
Tidioute, Pennsylvania
(814) 484-3504

(Number of Photos 1-39)

Photo #1

Photo #2

Photo #3

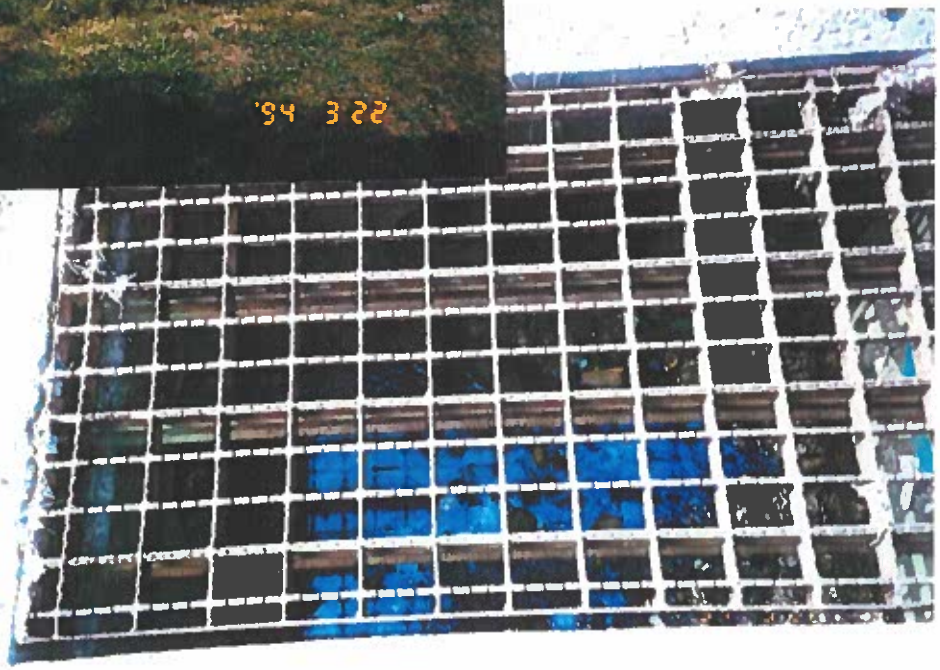


Photo #4

Photo #5

Photo #6

Photo #7

Photo #8

Photo #9

Photo #10

Photo #11

Photo #12

Photo #13

Photo #14

Photo #15

Photo #16

Photo #17

Photo #18

Photo #19

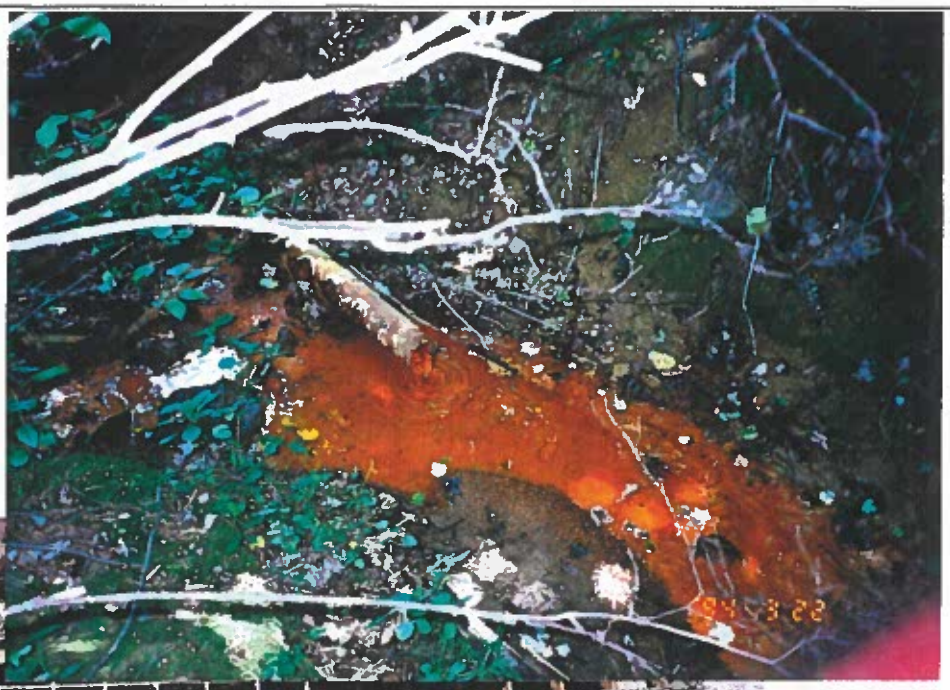


Photo #20

Photo #21

(Photo #22 - Eliminated)

Photo #23

Photo #24

Photo #25

Photo #26

Photo #27

Photo #28

Photo #29

Photo #30

Photo #31

Photo #32

Photo #33

Photo #34

Photo #35

Photo #36

Photo #37

Photo #38

Photo 39

Commonwealth of Pennsylvania
Pennsylvania Historical and Museum Commission
Bureau for Historic Preservation
Post Office Box 1026
Harrisburg, Pennsylvania 17108-1026

RECEIVED
JUL 30 1997
NORTHWEST ENGINEERING INC.

July 25, 1997

TO EXPEDITE REVIEW USE
SHP REFERENCE NUMBER

Gregory J. Smith
Northwest Engineering Inc.
R.D. 1, P.O. Box Q
Tidioute, PA 16351

Re: File No. ER 97-2332-031-A
DEP 537 PROGRAM:
Act 537 Update, Proposed Sewage
Collection & Treatment Project
Farmington Twp., Clarion Co.

Dear Mr. Smith:

The Bureau for Historic Preservation has reviewed the above named project under the authority of the Environmental Rights amendment, Article 1, Section 27 of the Pennsylvania Constitution and the Pennsylvania History Code, 37 Pa. Cons. Stat. Section 500 et seq. (1988). This review includes comments on the project's potential effect on both historic and archaeological resources.

Based on an evaluation by our staff, there is a high probability that significant archaeological sites are located in this project area and could be adversely affected by project activities. Although there are no recorded archaeological sites within the project boundaries, the soil type, topographic setting, slope direction, and distance to water of the project area are similar to the settings of known archaeological sites in the vicinity. A Phase I archaeological survey of the project area to locate potentially significant archaeological resources is recommended but not required.

Should artifacts or archaeological resources be encountered during construction, we request that you notify our office. This notification will not delay your project in anyway. We simply wish to record this information before it is lost. The Bureau for Historic Preservation can be contacted at (717) 783-8946.

In our opinion no evaluation of historic structures will be necessary for this project area.

FOR YOUR INFORMATION

Pennsylvania Historical and Museum Commission will keep the Determination Notice and the materials you submitted in its files. Please attach this letter to your copy of the Notice and materials then submit the entire package of materials to DEP.

If this project will require any federal permits or will receive federal funding, the federal agency, under the National Historic Preservation Act of 1966, may require the appropriate surveys to be conducted. We suggest that you consider conducting the survey early in the development or planning process to avoid delays in the future. Guidelines and instructions for conducting Phase I surveys are available from our office upon request.

Thank you for notifying us of your proposed activity.

If you need further information in this matter please consult Andrew Wyatt at (717) 772-0923.

Sincerely,

D. Neil Strathman for

Kurt W. Carr, Chief
Division of Archaeology &
Protection

cc: DEP, Northwest Regional Office

KC/tmw

DCNR
Pennsylvania Department of Conservation and Natural Resources

Rachel Carson State Office Building
P.O. Box 8552
Harrisburg, PA 17105-8552

July 23, 1997

Bureau of Forestry

717-787-3444
Fax 717-783-5109

RECEIVED
JUL 25 1997
NORTHWEST ENGINEERING INC.

Gregory J. Smith
Northwest Engineering, Inc.
Civil Engineers and Surveyors
R.D. 1, P.O. Box Q
Tidioute, PA 16351

PER reference no: 005613
RE: PNDI Review for Farmington Township, Clarion County Act 537 Update

Dear Mr. Smith:

In response to the request of July 16, 1997, regarding information on species of special concern, the Pennsylvania Natural Diversity Inventory was used to gather information on resources of special concern. There are no rare, threatened or endangered species within a mile and a half of the project area. This response represents an up-to-date summary of the PNDI data files and is applicable for one year. However, an absence of recorded information does not necessarily imply an absence of species on-site. A field survey of any site may reveal previously unreported populations.

PNDI is a site specific information system which describes significant natural resources of Pennsylvania. This system includes data descriptive of plant and animal species of special concern, exemplary natural communities and unique geological features. PNDI is a cooperative project of the Department of Conservation and Natural Resources, The Nature Conservancy and the Western Pennsylvania Conservancy.

PNDI is partially funded through contributions to the Wild Resource Conservation Fund. If you feel that this information has been of value to your company please use the enclosed flyer to make a donation to the Wild Resource Conservation Fund.

Legal authority for Pennsylvania's biological resources resides with three administrative agencies which are outlined in the enclosure entitled PNDI Management Agencies. If information provided by the PNDI system is to be published in any form, the Inventory should be informed at the outset and credited as the source. Please phone this office if you have questions concerning this response or the PNDI system. For any future correspondence in regards to this project, please use the PER reference number above.

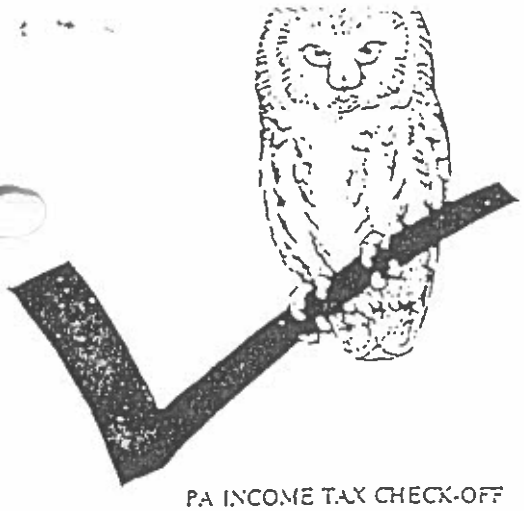
Sincerely,

Julia M. Letnaunchyn

Julia M. Letnaunchyn
Plant Program Intern
Pennsylvania Natural Diversity Inventory

Enclosures

cc: Charles Bier, PNDI-W



PA INCOME TAX CHECK-OFF

WILD RESOURCE CONSERVATION FUND

DIRECT CONTRIBUTION FORM

PENNSYLVANIA NATURAL DIVERSITY INVENTORY

The information you received from the Pennsylvania Natural Diversity Inventory (PNDI) was made possible through support from the Wild Resource Conservation Fund. If you find the information of value, please support the continued development of PNDI with a contribution to the Wild Resource Conservation Fund.

The Wild Resource Conservation Fund has been created by the Pennsylvania legislature for the management and protection of native wild plants and non-game wildlife. Your contributions will assist with efforts being taken to ensure the survival of these wild resources.

Enclosed is a donation of $_____ to the Wild Resource Conservation Fund.

NAME:_____

COMPANY NAME:_____

ADDRESS:_____

CITY:_____STATE_____ZIP_____

Send contribution with checks payable to:

Wild Resource Conservation Fund
P O Box 8764
Harrisburg, PA 17105-8764

PENNSYLVANIA BIOLOGICAL RESOURCE

MANAGEMENT AGENCIES

The statutory authority for Pennsylvania's animals and plants resides with three separate agencies. The Pennsylvania Department of Conservation and Natural Resources has the responsibility for management of the Commonwealth's native wild plants. The Pennsylvania Fish and Boat Commission is responsible for management of fish, reptiles, amphibians and aquatic organisms within the Commonwealth. The Pennsylvania Game Commission has the responsibility for managing the state's wild birds and mammals.

For information on current species status, please consult the appropriate agency. Requests for information should be directed to:

PLANTS and PNDI - general

Plant Program Manager
PA Department of Conservation and Natural Resources
Bureau of Forestry
Forest Advisory Services
P.O. Box 8552
Harrisburg, PA 17105-8552
(717) 787-3444

FISH, REPTILES, AMPHIBIANS, AQUATIC ORGANISMS

Endangered Species & Herpetology Coordinator
Pennsylvania Fish & Boat Commission
Bureau of Fisheries and Engineering
450 Robinson Lane
Bellefonte, PA 16823
(814) 359-5113

BIRDS and MAMMALS

Pennsylvania Game Commission
Bureau of Wildlife Management
2001 Elmerton Avenue
Harrisburg, PA 17110-9797
(717) 787-5529

For information on species listed under the federal Endangered Species Act of 1973 occurring in Pennsylvania, contact:

Endangered Species Biologist
U.S. Fish and Wildlife Service
315 South Allen Street, Suite 322
State College, PA 16801
(814) 234-4090

FARMINGTON TOWNSHIP

ACT 537 PLAN

EXHIBIT 1

ADOPTING RESOLUTION OF FARMINGTON TOWNSHIP ACT 537 PLAN

RESOLUTION 98-1

RESOLUTION OF THE SUPERVISORS OF FARMINGTON TOWNSHIP, CLARION COUNTY, PENNSYLVANIA (hereinafter "the Township").

WHEREAS, Section 5 of the Act of January 24, 1996, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act", as amended, and the Rules and Regulations of the Department of Environmental Protection (Department) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, requires the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters and/or environmental health hazards with sewage wastes, and to revise said plan whenever it is necessary to meet the sewage disposal needs of the municipality, and

WHEREAS, Farmington Township has prepared an Act 537 Sewage Facilities Plan which provides for sewage facilities for Farmington Township, and

WHEREAS, Farmington Township finds that the Facility Plan described above conforms to applicable zoning, subdivision, other municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED, that the Supervisors of Farmington Township hereby adopt and submit to the Department of Environmental Protection for its approval as a revision to the "Official Plan" of the Township, the above referenced Facility Plan. Contingent upon securing adequate funding, the Township hereby assures the Department of the complete and timely implementation of the said plan as required by law. (Section 5, Pennsylvania Sewage Facilities Act as amended.)

The alternative of choice to be implemented is Alternative No. 1. The key implementation activities/dates are contingent upon securing adequate funding.

ENACTED INTO A RESOLUTION THIS 6TH DAY OF MAY, 1998.

FARMINGTON TOWNSHIP SUPERVISORS

Janet M. Ochs, Chairman

Attest:

Nancy S. Mellon
Secretary

Clyde E. Frederick, Vice-Chairman

Clyde E. Heasley, Supervisor

FARMINGTON TOWNSHIP

ACT 537 PLAN

EXHIBIT 2

EXAMPLE
MANDATORY CONNECTION ORDINANCE

ORDINANCE NO. _____

AN ORDINANCE OF _____ DIRECTING AND REQUIRING THE CONNECTION OF ALL OCCUPIED BUILDINGS WITH PUBLIC SANITARY SEWERS IN THE _____ ON PREMISES ACCESSIBLE THERETO; DIRECTING AND REQUIRING THE ABANDONMENT OF PRIVY VAULTS, CESSPOOLS AND SEPTIC TANKS ON SUCH PREMISES; PROHIBITING THE ERECTION AND CONSTRUCTION OF PRIVY VAULTS, CESSPOOLS AND SEPTIC TANKS IN AND UPON SUCH PREMISES; PROVIDING FOR THE METHOD OF CONNECTION BETWEEN OCCUPIED BUILDINGS AND SAID SANITARY SEWERS AND FOR THE INSPECTION THEREOF; PROVIDING FOR THE ISSUANCE OF PERMITS AND THE PAYMENT OF TAP CHARGES THEREFORE; DEFINING UNACCEPTABLE SANITARY SEWAGE; AND PROVIDING PENALTIES FOR VIOLATION HEREOF.

Be it Ordained and Enacted by the _____ (_____) and it is hereby ordained and enacted by authority of the same as follows:

SECTION 1

Every owner of property in the _____ whose property abuts upon any public sanitary sewer presently in existence or to be constructed in the future by the _____ shall connect, at its own cost, the house, building or other structures located on said property with the aforementioned public sanitary sewers for the purpose of disposing of all acceptable sanitary sewage emanating from said property. Provided, however, that said public sanitary sewer is constructed to within 150' of said house, building or other structure.

SECTION 2

It shall be unlawful for any owner, lessee or occupier of any property in the _____ abutting upon any aforementioned public sanitary sewer to employ any means, either by septic tank, cesspool, privy vault, mine hole or otherwise, for the disposal of acceptable sanitary sewage other than into and through said public sanitary sewers.

SECTION 3

Where any house, building or structure in the _____ abutting upon any aforementioned public sanitary sewer is now or hereafter may be using any method for the disposal of acceptable

sanitary sewage other than through said public sanitary sewers, it shall be the duty of the _____ Secretary or other such person as shall be authorized by the _____ to notify the owner, lessee or occupier of such structure in writing, either by personal service, certified mail or registered mail, to disconnect the same and make proper connection for the discharge and disposal of all acceptable sanitary sewage through the said public sanitary sewers, as herein provided, within sixty (60) days after receipt of such notice. Any owner or lessee or occupier of a structure who cannot comply with the provisions of this Section as to connection within the sixty (60) day period stipulated above due to causes beyond his control shall apply to the _____ Secretary within the sixty (60) day period for a time extension of up to six (6) months in duration. Said application shall be made on a form to be furnished by the _____ and shall contain a voluntary agreement on the part of the applicant under which the applicant shall agree to commence paying the regular monthly sewer rates immediately even though actual connection to the public sanitary sewers will not be accomplished until some stated later date within the said six (6) month's extension period.

SECTION 4

No privy vault, cesspool, septic tank, mine hole or similar receptacle for human excrement shall at the present time or at any time hereafter be connected with the aforesaid public sanitary sewers.

SECTION 5

It shall be unlawful for any person, firm or corporation connected to any aforementioned public sanitary sewers to connect any roof drain thereto or permit any roof drain to remain connected thereto, or to permit, allow or cause to enter into said public sanitary sewers any storm water, foundation drain water, spring water, surface water, or any sewage or industrial waste from any property other than that for which a permit is issued.

SECTION 6

No person, firm or corporation shall make or cause to be made any connection with any of the aforementioned public sanitary sewers until he has fulfilled all of the following conditions:

(a) He shall make application to the _____ upon a permit form to be formulated and supplied by the _____ for permission to connect to the aforementioned public sanitary sewers. Among other things, the applicant must state the character and use of each structure located upon his property.

(b) He shall pay to the _____ as Agent of the _____ a tap connection fee of $_____ for each Equivalent Dwelling Unit (EDU) as defined in the Sewer System Rules and Regulations on each property connected to the aforementioned

public sanitary sewers at the time of making application for permission to make such connection or connections.

(c) No work shall commence before the payment of the aforesaid tap connection fee and issuance of the aforementioned connection permit.

(d) He shall give the designated Inspector of the _____ at least forty-eight (48) hours' notice of the time when such connection shall be made in order that said Inspector can be present to inspect and approve the work of connection. The Inspector shall signify his approval of the connection by endorsing his name and the date of approval on the aforementioned connection permit in the possession of the permittee.

(e) At the time of inspection of the connection, the owner or owners of properties shall permit the Inspector full and complete access to all sanitary and drainage arrangements and facilities in each building and in and about all parts of the property. No building sewer line shall be covered over, or in any manner concealed, until after it is inspected and approved by said Inspector.

SECTION 7

The construction, number and size of all building sewer lines or house service sewers shall be done in accordance with the specifications, plans and procedures established by the _____ in the Sewer System Rules and Regulations, as the same may be from time to time published and amended, copies of which, upon adoption, shall be maintained on file with the _____ Secretary.

SECTION 8

If the owner or owners of any occupied houses, buildings or structures in the _____ shall neglect or refuse to comply with the provisions of this Ordinance or the written notice as prescribed in Section 3 hereof, the _____ may perform or cause to be performed such work and labor and furnish or cause to be furnis

FARMINGTON TOWNSHIP

ACT 537 PLAN

EXHIBIT 3

EXAMPLE
RIGHT-OF-WAY ORDINANCE

_____ TOWNSHIP

_____ COUNTY, PENNSYLVANIA

ORDINANCE NO. _____

AN ORDINANCE OF THE _____ AUTHORIZING THE LAYING, CONSTRUCTION, MAINTENANCE, REPAIR AND REPLACEMENT OF SANITARY SEWER LINES AND THE APPURTENANCES THEREOF, IN STREETS, ROADS, ALLEYS AND RIGHTS-OF-WAY OF _____ _____

Be it Ordained and Enacted by the _____ of the _____ of_____ and it hereby is ordained and enacted by authority of the same as follows:

SECTION 1

_____ is hereby granted the right, privilege, franchise and authority to lay, construct, maintain, repair and replace in the streets, roads, alleys and rights-of-way of the said _____, the necessary sewer lines and required appurtenances thereto to complete the erection and construction of a sanitary sewage collection and transportation system pursuant to the plans and specifications and reports prepared by Northwest Engineering, Inc., Consulting Engineer of Tidioute, Pennsylvania, the Consulting Engineer for said _____ _____ proposed construction project.

SECTION 2

All such sanitary sewer lines shall be laid and constructed t such depth beneath the surface of said streets, roads, alleys and rights-of-way and in such manner as not to interfere with proper drainage and the occupancy of other utility facilities in said streets, roads, alleys and rights-of-way.

SECTION 3

It shall be the duty of the _____ to provide and maintain proper and adequate guards, barriers and lights, and it shall assume all risks and be liable for all damages.

SECTION 4

It shall be the duty of the _____, after causing any opening or excavation to be made, to thoroughly and completely fill the same in accordance with the requirements of the applicable _____ Ordinance, or by puddling or tamping so as to prevent any settling thereafter, and replacing the surface of the thoroughfare as it was before the opening and at the proper grade and with the same subsurface and surface covering as the part of the thoroughfare adjoining the opening., without ridges or depressions, and to maintain the surface replaced in as good condition as it was prior to the opening or excavation, at the established grade and with the same kind and density of material, until the said replacements have been approved by the _____ _____ .

SECTION 5

All ordinances or resolutions or parts of ordinances or resolutions not in accord with this Ordinance are hereby repealed insofar as they affect this Ordinance.

ORDAINED AND ENACTED into law by the _____ of _____, in lawful session assembled this _____ day of _____, 19____.

By_____
Authorized Representative

_____
Authorized Representative

_____
Authorized Representative

(SEAL)

Attest:

_____
Secretary

FARMINGTON TOWNSHIP

ACT 537 PLAN

EXHIBIT 4

EXAMPLE
SEWER SYSTEM RULES & REGULATIONS

SEWER SYSTEM

RULES & REGULATIONS

ARTICLE I
DEFINITIONS

Unless the context specifically indicates otherwise, the following words and terms used in the Rules and Regulations shall have the following meanings:

Section 101

Authority shall mean _____ situated in _____ County, Pennsylvania.

Section 102

Authority shall mean the elected officials of the _____ as now or hereafter constituted, and its duly authorized agents or representatives.

Section 103

Sewage shall mean a combination of water-carried wastes from residences, business buildings, institutions, and industrial and commercial establishments, together with such ground, surface or storm water as may be present.

Section 104

Sanitary Sewage shall mean the normal water-carried household and toilet wastes from residences, business buildings, institutions, industrial and commercial establishments, exclusive of storm water runoff, surface water or ground water.

Section 105

Industrial Wastes shall mean any liquid, gaseous or water-borne wastes from industrial processes or commercial establishments, as distinct from sanitary sewage.

Section 106

Garbage shall mean solid wastes from the preparation, cooking and dispensing of food and from the handling, storage and sale of produce.

Section 107

Properly Shredded Garbage shall mean the wastes from the preparation, cooking and dispensing of food and from the handling, storage and sale of produce that have been shredded to such

degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than 1/2" in any dimension.

Section 108

Storm Water Runoff shall mean that portion of the rainfall which reaches a channel, trench, sewer or sink.

Section 109

Sewer shall mean a pipe or conduit for carrying sewage.

Section 110

Combined Sewer shall mean a sewer designed to receive both sewage and storm water runoff which has been approved for such purpose.

Section 111

Sanitary Sewer shall mean a sewer which carries sewage and to which storm, surface and ground waters are not intentionally admitted.

Section 112

Storm Sewer shall mean a sewer which is intended to carry storm water runoff, surface waters, ground water drainage, etc., but which is not intended to carry any sanitary sewage or polluted industrial waste.

Section 113

Public Sanitary Sewage System (sometimes called the "Sewer System") shall mean all sanitary or combined sewers, all pumping stations, all force mains, all sewage treatment works, and all other sewerage facilities owned, leased, operated or otherwise used by or serving the Authority for the collection, transportation and treatment of sanitary sewage and industrial wastes, together with their appurtenances, and any additions or improvements thereto. It shall also include sewers within the Authority's service area which serve one or more persons and discharge into the public sanitary sewerage system even though those sewers may not have been constructed by the Authority and are not owned or maintained by the Authority. It does not include separate storm sewers or culverts which may have been constructed for the sole purpose of carrying storm and surface runoff, the discharge from which is not and does not become tributary to the sewage treatment facilities serving the Authority.

Section 114

Occupied Building shall mean any structure erected and intended for continuous or periodic habitation, occupancy or use by human beings or animals, and from which structure sanitary sewage and industrial wastes, or either thereof, is or may be discharged.

Section 115

Premises Accessible to the Public Sanitary Sewage System shall mean any real estate abutting on or adjoining or having access to any street, alley or right of way in which a sewer is located which ultimately connects to the public sanitary sewage system.

Section 116

Person shall include natural persons, partnerships, associations and corporations, public or private.

Section 117

pH shall mean the logarithm to the base 10 of the reciprocal of the hydrogen ion concentration expressed in moles per liter. It shall be determined by one of the acceptable methods described in the latest edition of "Standard Methods for the Examination of Water and Wastewater" published jointly by the American Public Health Assocation, the American Water Works Association, and the Water Pollution Control Federation.

Section 118

Suspended Solids shall mean solids that either float on the surface or are in suspension in water, sewage, industrial waste or other liquids, and which are removable by laboratory filtration. The quantity of suspended solids shall be determined by one of the acceptable methods described in the latest edition of "Standard Methods for the Examination of Water and Wastewater", cited above.

Section 119

B.O.D. of Sewage or Industrial Waste shall designate its "Biochemical Oxygen Demand" and shall mean the quantity of oxygen utilized in the biochemical oxidation of the organic matter in said sewage or industrial waste under standard laboratory procedure in 5 days at 20 degrees C. (under aerobic conditions), expressed in milligrams per liter by weight. It shall be determined by one of the acceptable methods described in the latest edition of "Standard Methods for the Examination of Water and Wastewater", cited above.

Section 120

Abnormal Industrial Waste shall mean any industrial waste having a suspended solid content or BOD appreciably in excess of that normally found in municipal sewage. For the purposes of these regulations any industrial waste containing more than 230 milligrams per liter of suspended solids, or having a BOD in excess of 250 milligrams per liter, shall be considered an abnormal industrial waste regardless of whether or not it contains other substances in concentrations differing appreciably from those normally found in municipal sewage.

Section 121

Unpolluted Water or Waste shall mean any water or waste containing none of the following: free or emulsified grease or oil; pH less than 6.0 or greater than 9.0; phenols or other substances imparting taste and odor to receiving waters; toxic or poisonous substances in suspension, colloidal state or solution; obnoxious or odorous gases. It shall contain not more than 750 milligrams per liter by weight of dissolved solids of which not more than 250 milligrams per liter shall be as chloride and not more than 10 milligrams per liter each of suspended solids and BOD. The color shall not exceed 5 color units. Analyses for any of the above mentioned substances shall be made in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater", cited above.

Section 122

"Slug" shall mean any discharge of water or wastewater which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than 15 minutes more than five times the average 24 hour concentration or flows during normal operation and shall adversely affect the collection system and/or performance of the wastewater treatment works.

Section 123

"Shall" is mandatory; "may" is permissive.

ARTICLE II

Section 201

All persons owning any occupied building now erected within the Authority's service area which premises meets the definition under Section 115 shall, at their own expense, make connection with the public sanitary sewage system in accordance with the applicable Connection Ordinance in effect in the Authority's service area, if they are not presently so connected and if the principal building is within 150 lineal feet of the public sanitary sewer system, and further provided that the connection shall be made only if sufficient capacity to adequately convey and treat the wastewater from the proposed connection exists. Any presently unoccupied building shall be connected before occupancy will be permitted.

Section 202

All persons owning any premises within the Authority's service area accessible to the public sanitary sewage system upon which an occupied building is subsequently erected shall, at the time of erection of such building, and at their own expense, make connection with the public sanitary sewage system in accordance with the applicable Connection Ordinance in effect in the Authority's service area.

Section 203

All persons owning any occupied building within the Authority's service area upon premises which subsequently become accessible to the public sanitary sewage system shall, at their own expense, make connection with the public sanitary sewage system within the time period stipulated after proper notice to do so has been given in accordance with applicable law.

Section 204

All connections to the public sanitary sewage system shall be made in accordance with Article IX hereof.

Section 205

No privy vault, cesspool, septic tank, mine hole or similar receptacle for human excrement shall presently or at any time hereafter be connected with the public sanitary sewage system.

Section 206

All persons owning an occupied building meeting the requirements under Section 201, except that the principal building is in excess of 150 lineal feet from the public sanitary sewer system, may petition the Township to extend the public sanitary sewer system to within 150 lineal feet of the principal dwelling. The Authority shall review each such request on its individual merits and the decision of the Authority shall be final. In the event the Authority determines that it will not extend the public sanitary sewage system to the principal building the owner may request permission from the Authority to extend said line the entire distance from the public sanitary sewage system to the principal building at the expense of the owner. All extensions made in this manner shall be formal extension of the sewer line, designed by an engineer licensed in the State of Pennsylvania and the line permitted by the Department of Environmental Resources. The Authority may, at any time, extend the public sanitary sewage system to within 150 lineal feet of the principal building and, therefore, require connection to the system.

ARTICLE III
EXCLUSION OF STORM WATER RUNOFF

Section 301

The discharge of storm water runoff to sanitary sewers is prohibited.

Section 302

All persons connecting or connected to the public sanitary sewage system shall provide adequate means for excluding storm water runoff in the event the connection is made to a sanitary sewer.

Section 303

No person connected to a sanitary sewer shall connect any roof, foundation or cellar drain thereto or permit any such drains to remain connected thereto, nor shall he permit, allow or cause to enter into any sanitary sewer any spring water, ground water or surface water from any other source.

Section 304

The provisions of these Rules and Regulations do not prohibit the present or future discharge of storm water runoff to storm sewers or to natural water courses within the service area.

ARTICLE IV
ADMISSION OF INDUSTRIAL WASTES TO PUBLIC SANITARY SEWAGE SYSTEM

Section 401

The economy and desirability of the combined treatment of industrial wastes and sanitary sewage is recognized. In general, any and all industrial wastes may be discharged to the public sanitary sewage system except those which are deemed harmful to the system or are specifically prohibited by these Rules and Regulations. However, it is also recognized that the treatment of abnormal industrial wastes may add to the cost of operating and maintaining the public sanitary sewage system. Such additional cost must, therefore, be borne by the person or persons receiving the benefit of such treatment.

Section 402

The Authority reserves the right to refuse connection to the public sanitary sewage system for deleterious industrial wastes, or to compel discontinuance of the use of the system for such wastes, or to require pretreatment and/or equalization to flow thereof in order to prevent harmful or adverse effects upon the system. The design, construction and operation of such pretreatment and/or flow equalization facilities shall be made at the sole expense of the person discharging said wastes and shall be subject to the approval of the Authority or its designated representative.

Section 403

In general, industrial waste shall be considered harmful to the public sanitary sewage system if it may cause any of the following damaging effects:

A. Chemical reaction either directly or indirectly with the materials of construction of the public sanitary sewage system in such a manner as to impair the strength or durability of any sewerage structures.
B. Mechanical action that will destroy any sewerage structures.
C. Restriction of the hydraulic capacity of any sewerage structures.
D. Restriction of the normal inspection or maintenance of any sewerage structures.
E. Danger to public health and safety.

F. Obnoxious conditions inimical to the public interest.

Section 404

When required by the Authority any person discharging to the public sanitary sewage system any industrial wastes, or industrial wastes and sanitary sewage together, shall install a suitable manhole or manholes or metering chamber on his connecting sewer or sewers to facilitate observation, sampling and measurement of the combined flow or wastes from his premises. Such manhole or manholes or metering chamber shall be accessible and safely located and shall be constructed in accordance with plans approved by the Authority or its designated representative. The manhole or manholes or metering chamber shall be installed by such person at his expense and shall be maintained by him so as to be safe and accessible to the Authority or its designated representative at all times. The construction and maintenance of such manhole or metering chamber shall be mandatory for the producers of abnormal industrial waste, and if deemed necessary by the Board, flows from such manhole or metering chamber shall be continuously monitored, transmitted and recorded by means of an approved receiving device to be located at a facility of or designated by the Authority.

ARTICLE V
UNACCEPTABLE SANITARY SEWAGE AND INDUSTRIAL WASTES

Section 501

No person(s) shall discharge or cause to be discharged any of the following described waters or wastes to any wastewater sewers:

(a) Any gasoline, benzene, naptha, fuel oil, or other flammable or explosive liquid, solid or gas;

(b) Any waters containing toxic or poisonous solids, liquid gases in sufficient quantity, either singly or by interaction with other wastes, to inure or interfere with any waste treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the wastewater treatment plant.

(c) Any waters or wastes having a pH lower than 5.0 or higher than 10.0 for more than 10% of the time in a 24 hour period, or any waters or wastes having a pH lower than 3.5 or greater than 12.0 for any period exceeding 15 minutes or any other waters or wastes having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the wastewater facilities.

(d) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the wastewater facilities such as, but not limited to, ashes, bones, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails, and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.

(e) Waters or wastes containing substances which are not amenable to treatment or reduction by the wastewater treatment process employed, or are amenable to treatment only to such degree that the wastewater treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

(f) Any water or waste which, by interaction with other water or wastes in the public sewer system, causes the release of obnoxious gases, the formation of suspended solids which interfere with the collection system, or creates a condition deleterious to structures and treatment processes.

Section 502

The following described substances, materials, waters or waste shall be limited in discharges to the Authority's wastewater facilities to concentrations or quantities which will not harm either the sewers, wastewater treatment process or equipment, will not have an adverse effect on the receiving stream, or will not otherwise endanger lives, limb, public property, or constitute a nuisance. The Authority may set limitations lower (more restrictive) than the limitations established in the regulation below if, in their opinion, such more severe limitations are necessary to meet the above objectives. In forming their opinion as to the acceptability, the Authority will give consideration to such factors as the quantity of subject waste in relation to flow and velocities within the wastewater facilities, materials of construction of sanitary sewers, the wastewater treatment process employed, capacity of the wastewater treatment facility, degree of treatability of the waste in the wastewater treatment facility, and other pertinent factors. The limitations or restrictions on materials or characteristics of waste or wastewaters discharged to the sanitary sewer which shall not be violated without specific prior approval, in writing, by the Authority are as follows:

(a) Wastewater having a temperature higher than 150 degrees F (65 degrees Celsius).

(b) Wastewater containing more than 25 milligrams per liter of petroleum oil, non-biodegradable cutting oils, or product of mineral oil origin.

(c) Wastewater from industrial plants containing floatable oil, fat or grease.

(d) Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of 3/4 horsepower or greater shall be subject to the review and approval of the Authority.

(e) Any waters or wastes containing strong acid iron pickling wastes, or concentrated plating solutions whether neutralized or not.

(f) Any waters or wastes containing arsenic, iron, cadmium, chromium, copper, cyanide, lead, mercury, nickel, silver, zinc, and similar objectionable or toxic substances to such a degree that any such material received in the composite wastewater at the wastewater treatment facility exceeds the limits acceptable to the Authority for such materials.

The Authority will evaluate each toxic or objectionable substance waste on a concentration-dilution basis and will establish maximum allowable discharge concentrations for each individual person to protect against the following:

(1) Decreased sewage plant treatment process efficiencies and degraded effluent qualities exceeding the current requirements of the regulatory agencies.

(2) Concentrations of any toxic or objectionable substances in plant effluent flows which will result in concentrations of such substances in the receiving waters or sewage sludge which will exceed the regulatory agency's maximum allowable limits for these substances in the receiving waters or sewage sludge.

(g) Any waters or wastes containing taste-, color- or odor-producing substances exceeding limits which may be acceptable to the Authority.

(h) Any waters or wastes having a pH in excess of 8.5.

(i) Materials which exert or cause:

(1) Unusual concentrations of inert suspended solids (such as, but not limited to, Fullers earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate).

(2) Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).

(3) Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works.

(j) Any waters or wastes having:

(1) a 5-day BOD greater than 250 milligrams per liter, or

(2) containing more than 300 milligrams per liter of suspended solids, or

(3) an ammonia (NH3-N) concentration greater than 20 milligrams per liter, or

(4) having an average daily flow greater than 2% of the average flow of the wastewater treatment facilities,

shall be subject to the review of the Authority. Where necessary, in the opinion of the Authority, the Owner shall provide, at his expense, such pre-treatment as may be necessary to:

(1) reduce the biochemical oxygen demand to 250 milligrams per liter, or

(2) reduce the suspended solids to 300 milligrams per liter, or

(3) reduce the ammonia to 20 milligrams per liter, or

(4) control the quantities and rates of discharge of such waters or wastes.

Plans, specifications, and other pertinent information relating to proposed pre-treatment facilities shall be submitted for the approval of the Authority and no construction of such facilities shall be commenced until said approvals are obtained in writing.

(k) Quantities of flow, concentrations, or both which constitutes a "slug" as defined herein.

(l) Any water or wastes containing suspended solids of such character and/or quantity that unusual attention or expense is required to handle such materials within the wastewater facilities.

(m) Any water or wastes which contain radioactive wastes or isotopes, chlorinated hydrocarbons or any phenolic compounds.

(n) Any water containing hazardous wastes as defined by the Pennsylvania Department of Environmental Resources.

Section 503

If any waters or wastes are discharged or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in Section 503, and which in the judgment of the Authority, may have a deleterious effect upon the wastewater facilities, processes, equipment, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the Authority may:

(a) Reject the wastes,

(b) Require pre-treatment to an acceptable condition for discharge to the public sewers,

(c) Require control over the quantities and rates of discharge, and/or

(d) Require payment to cover added cost of handling and treating the wastes not covered by existing sewer tap-on or user charges.

When considering the above alternatives, the Authority shall give consideration to the economic impact of each alternative on the discharger. If the Authority permits the pre-treatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the Authority.

Section 504

Grease, oil, and sand interceptors/traps shall be provided when, in the opinion of the Authority, they are necessary for the proper handling of liquid wastes containing floatable grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Authority, and shall be located as to be readily and easily accessible for cleaning and inspection. In the maintaining of these interceptors/traps the Owner(s) shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates, and means of disposal which are subject to review by the Authority. Any removal and hauling of the collected materials not performed by Owner(s)' personnel must be performed by properly licensed waste disposal firms.

Section 505

Where pre-treatment or flow equalizing facilities are provided or required for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the Owner(s) at his(their) expense.

Section 506

When required by the Authority, the Owner of any property serviced by a building sewer shall install a suitable control manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observations, sampling, and measurement of the wastes. Such structure, when required, shall be accessible and safely located and shall be constructed in accordance with the plans approved by the Authority. The structure shall be installed by the Owner at his expense and shall be maintained by him so as to be safe and accessible at all times.

Section 507

The Authority may require a user of a public sewer to provide information needed to determine compliance with this ordinance. These requirements may include, but not necessarily be limited to:

(a) Wastewaters peak discharge rate and volume over a specified time period.

(b) Physical, chemical or bacteriological analyses of wastewaters.

(c) Information on raw materials, processes, and products affecting wastewater volume and quality.

(d) Quantity and disposition of specific liquid, sludge, oil, solvent, or other materials important to sewer use control.

(e) A plot plan of sewers of the user's property showing sewer and pre-treatment facility location.

(f) Details of wastewater pre-treatment facilities.

(g) Details of systems to prevent and control the losses of materials through spills to the municipal sewer.

Industrial users may determine that information requested by the Authority is confidential. In these cases, the industrial user shall notify the Authority, in writing, that all information concerning the discharge or potential discharge of industrial waste into the Authority collection system is confidential and should be used by the Authority for no other purposes than to determine the waste(s) acceptability for discharge into the sanitary sewer. The Authority shall maintain the confidentiality of information pertaining to the request by the industrial user, except with regard to approval for acceptance affecting the sewage treatment agency and the Commonwealth of Pennsylvania, Department of Environmental Resources and federal Environmental Protection Agency.

Section 508

All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in this ordinance shall be determined in accordance with the latest edition of

"Standard Methods". Sampling methods, location, times, durations, and frequencies are to be determined on an individual basis subject to approval by the Authority.

Section 509

No statement contained in this Article shall be construed as preventing any special agreement or arrangement between the Authority and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the Authority for treatment.

Section 510

(a) No person shall discharge or cause to be discharged to any wastewater facilities, wastewaters containing substances subject to an applicable Federal Categorical Pretreatment Standard promulgated by EPA in excess of the quantity prescribed in such applicable pre-treatment standards except as otherwise provided in this section. Compliance with such applicable pre-treatment standards shall be within three years of the date the standard is promulgated; provided, however, compliance with a categorical pre-treatment standard for new sources shall be required upon promulgation.

(b) Upon application by an industrial waste discharger, the Authority shall revise any limitations on substances specified in the applicable pre-treatment standards to reflect removal of the substances by the wastewater treatment facility. The revised discharge limit for specified substances shall be derived in accordance with Federal law.

(c) The Authority shall notify any industrial waste discharger affected by the provision of this section and shall establish an enforceable compliance schedule for each.

Section 511

The conservation of water and energy shall be encouraged by the Authority. In establishing discharge restrictions upon industrial waste dischargers, the Authority shall take into account already implemented or planned conservation steps revealed by the industrial waste discharger. Upon the request of the Authority, each industrial waste discharger will provide the Authority with pertinent information showing that the quantities of substances or pollutants have not been nor will be increased as a result of the conservation steps. Upon such a showing to the satisfaction of the Authority, the Authority shall make adjustments to discharge restrictions, which have been based on concentrations, to reflect the conservation steps.

ARTICLE VI
SEWAGE COLLECTION, TRANSPORTATION & TREATMENT CHARGES

Section 601

There is imposed upon the owners of, or the users of water in or on, all properties served by the public sanitary sewage system, sewage collection, transportation and treatment charges for the use of said system, payable in the amount and as provided in the Sewer Rate Resolution and as it is hereinafter from time to time adopted, amended, and modified, by the Authority. Said owners

and users will be jointly and severally liable for the payment of said sewage collection, transportation and treatment charges and the penalties therein prescribed for delinquent payments thereof.

Section 602

All bills for sewage collection, transportation and treatment charges shall be due when rendered and shall be subject to the penalty provisions set forth in Section 802. Owners and, where adequate arrangements have been made with the Authority users will be billed periodically for the sewage collection, transportation and treatment charges in accordance with the billing practices of the Authority.

Section 603

The Authority's sewage collection, transportation and treatment charges shall be billed according to number of Equivalent Domestic Units (EDU's) as determined by the following formulas: (emp. = employees; GPD = gallons per day). It is understood that no person, business, industry or other users will be equal to less than one (1) EDU and that all fractional shares of EDU's will be rounded upward.

Residential (each having its own kitchen)	1 EDU
Industries *	No. of emp. x 35 GPD each ÷ by 350 gal/EDU =
Commercial	No. of emp. x 35 GPD each ÷ by 350 gal/EDU =
Restaurants*	No. of seats x 10 GPD/seat ÷ by 350 Gpd x 3 turnovers/day =
Warehouse	No. of emp. x 35 GPD each ÷ by 350 gal/EDU =
Office	No. of emp. x 10 GPD/emp.÷ by 350 GPD =
Church	No. of seats x 3 GPD/seat ÷ by 350 GPD =
Beauty Salon/Barber Shop	No. of emp. x 35 GPD each ÷ by 350 gal/EDU =
Stores (including grocery)	No. of emp. x 35 GPD each ÷ by 350 gal/EDU =
Schools (no cafeteria or showers)	No. of emp. + No. of students x 10 GPD ÷ 350 GPD =
Schools (with showers and cafeteria)	No. of emp. + No. of students x 13 GPD ÷ 350 GPD =
Laundries	No. of washing machines x 400 GPD ÷ by 350 GPD =
Hospitals & Rest Homes	No. of beds x 250 GPD ÷ by 350 GPD =
Hotels/Motels	No. of rooms x 50 GPD ÷ by 350 GPD =
Theaters	No. of seats x 5 GPD ÷ by 350 GPD =

*may also use metered water usage.

The Authority may, if it deems advisable, elect at some time in the future to impose in whole or in part the sewage collection, transportation and treatment charges on such other basis as it may determine. When water usage is used as the basis for said charges, the volume of water to be used for billing purposes shall be based on water meter readings of the water supplier or in the absence of such readings, upon estimates made by the water supplier or according to the applicable formula above as will be determined by the water supplier.

Section 604

When water usage is used as the basis of charges, then if an owner or user obtains part or all of the water used in or on a property from sources other than the water supplier, such owner or user shall, after written approval from the Authority, at no expense to the Authority or the water supplier, install and maintain a water meter or meters satisfactory to the Authority and the water

supplier for measuring all water used other than that obtained from the water supplier and the quantity of water used to determine the sewage collection, transportation and treatment charges shall be the quantity of water measured by all such meters plus the quantity of water obtained from the water supplier. In lieu of such additional meters, the Authority may establish under the Sewer Rate Resolution a flat rate charge which shall be applicable to such non-metered water usage.

Section 605

When water usage is used as the basis of charges, then if it is established to the satisfaction of the Authority that a portion of the water used in or on any property served by the public sanitary sewage system does not and cannot enter said system, and in the event that the total water used in or on said property exceeds 100,000 gallons per quarter, the Authority may determine, in such manner and by such method as it may deem practical, the percentage of the water entering the public sanitary sewage system, or the Authority may require or permit the installation of additional meters in such manner as to determine either the quantity of water excluded from the public sanitary sewage system or the quantity of water, sewage or industrial waste actually entering the public sanitary sewage system, exclusive of storm water runoff. In such case, the sewage collection, transportation and treatment charge shall be based upon the quantity of water estimated, measured or computed by the Authority to be actually entering the public sanitary sewage system, exclusive of storm water runoff.

Section 606

When water usage is used as the basis of charges, then any person requesting consideration for a reduction of the amount of the sewage collection, transportation and treatment charges because of water not entering the public sanitary sewage system shall make written application to the Authority for such consideration, giving the name of such person, his address and setting forth supporting data fully describing other sources of water, if any, as well as the disposition of water alleged not to be entering the public sanitary sewage system. The application shall be accompanied by a sketch to approximate scale showing the plan of the property, the water distribution system, sewer layout, existing meters, and proposed meters in the scheme to determine the quantity of flow entering, or not entering, the public sanitary sewage system. The cost of furnishing, installing and maintaining any meters other than those utilized to measure water purchased from the water supplier shall be borne by the applicant. The type, size, location, arrangement and maintenance of such meters shall be subject to the approval of the Authority and the water supplier.

Section 607

All fees, penalties, charges and other monies collected for use of or relating to the sanitary system shall be used for the purpose of operating, maintaining, replacing and extending sanitary sewage facilities or for the retirement of debt incurred for same.

ARTICLE VII
SURCHARGE FOR CERTAIN INDUSTRIAL WASTES

Section 701

Although the sewage treatment works is capable of treating certain abnormal industrial wastes as heretofore defined in Article I, the actual treatment of such wastes may increase the cost of operating and maintaining the public sanitary sewage system operated by the City of Corry which may surcharge the user. Accordingly, there will be imposed upon each person discharging such industrial wastes into the public sanitary sewage system a surcharge or surcharges which are intended to cover such additional costs as may be experienced by the Authority. Said surcharges may be in addition to the regular sewage collection, transportation and treatment charges as set forth in the sewer rate resolution of the Authority and shall be equal to said surcharge fees as appear in the Columbus/Corry Intermunicipal Waste Treatment Agreement.

ARTICLE VIII
BILLING & COLLECTION

Section 801

Bills and notices relating to the sewage collection, transportation and treatment charges and surcharges will be mailed or delivered to the property owner's last address, or where proper arrangements have been made with the Authority, to the user's last address, as shown on the billing books of the Authority.

Section 802

Sewage collection, transportation and treatment charges shall be due on the first day of the month during which service was rendered. Fee for said service shall be at par value from the 1st to the 20th day of the month during which service was rendered, payments made thereafter shall be assessed a penalty in addition to the amount past due, said penalty shall be in accordance with the Sewer Rate Resolution. Beginning the 1st day of the month after the month's service was rendered, a late charge of 1 1/4% per month on the unpaid balance shall be assessed.

ARTICLE IX
CONNECTIONS TO SYSTEM

Section 901

Application for connection to the public sanitary sewage system shall be made to the Authority upon the permit form furnished by the Authority.

Section 902

All information requested on said form shall be furnished by the applicant, including the character and use of each structure located upon the property.

Section 903

Any required tap connection and inspection fee shall be paid at the time of making application for permission to make a connection unless otherwise approved by the Authority, however, said fee must be paid within three (3) months of the date of application.

Section 904

No work shall commence before the payment of any aforementioned tap connection and inspection fee and issuance of the aforementioned connection permit.

Section 905

Unless written permission is obtained from the Authority, separate connections, and corresponding tap connection and inspection fees, will be required for each individual occupied building. Whether constructed as a detached unit or as one of a pair or row, but a single connection with payment of the tapping fees for the appropriate number of actual units (EDU's) served will be permitted to serve a school, factory, apartment house or other permanent multiple unit (EDU) structure whose individual apartments or units may not be subject to separate ownership.

Section 906

Connections to sanitary sewers shall be completed within 60 calendar days after receipt of written notice to connect.

Section 907

All connections to the sanitary sewers shall be subject to certain restrictions as to unacceptable sanitary sewage which are set forth herein in Article V.

Section 908

The designated inspector of the Authority shall be given at least 24 hours notice of the time when such connection shall be made in order that said inspector can be present to inspect and approve the work of connection. It shall, however, be the responsibility of the Authority to make actual connection to the public sanitary sewage system. The inspector shall signify his approval on the aforementioned connection permit in the possession of the permittees.

Section 909

At the time of inspection of the connection, the owner or owners of properties shall permit the inspector full and complete access to all sanitary and drainage arrangements and facilities in each building and in and about all parts of the property. No building sewer line shall be covered over, or in any manner concealed, until after it is inspected and approved by said inspector.

Section 910

It is the intention of these Rules and Regulations that the entire connection be inspected at one time; however, if the property owner feels that special conditions warrant more than one inspection, he may request the same subject to such additional inspection fee, as the Authority shall determine.

Section 911

All pipe installed shall be polyvinyl chloride (PVC) or cast iron pipe of the kind and quality hereinafter specified of at least 4" inside diameter. Where the ground is firm and provides a good foundation, PVC pipe may be used. On filled ground or ground which is not firm, cast iron pipe shall be used. The PVC pipe shall be SDR 35, gravity sewer pipe and the cast iron pipe shall be American National Standard Institute (ANSI) Spec. A21.6. Each section of pipe shall be stamped with the manufacturer's certification. PVC pipe shall be furnished with elastomeric gasket joints conforming to ASTM D-1869. All joints for cast iron pipe shall be made with rubber gaskets confirming to ANSI Spec A21.11/AWWA Spec. C111.

Section 912

All sewer pipe shall be installed in strict accordance with the manufacturer's recommendations. A 4" gravel cradle shall be provided under the pipe. Pipe shall be laid with bell end of pipe upgrade.

Section 913

All pipe shall be installed with a minimum slope of 1/4" per foot and a minimum cover of 3 1/2' except in surfaced areas in which pipe shall be buried minimum 4 1/2'. All pipe shall be laid to an even grade with full and even bearing and no block supports will be allowed. Bell holes shall be dug to allow sufficient space to properly make each joint. Backfill shall be tamped uniformly around the pipe. All work shall be done in a workmanlike manner and shall provide a durable installation. All pipes shall be pneumatically tested for leakage by the Authority in a manner determined appropriate by the Authority and approval of the pipe by the inspector will not be given if the pipe does not meet standards approved by the Authority.

Section 914

Commercial installations must also comply with all local construction regulations.

Section 915

Maintenance and repair of all sewers placed by the Owner shall be the responsibility of the property owner.

Section 916

Persons connecting pipe to the Authority's sanitary system shall institute appropriate safety measures during construction. The measures must be those measures which are recognized as standard

in the construction industry to protect both workmen and the general public from accidents during the work period and to provide a hazard-free work area.

Section 917

Where an existing septic tank is to be disconnected, it shall be pumped and either removed or filled with earth or stone. Septic tank removal or filling shall be completed within thirty (30) days of sewer connection and an invoice proving the tank was pumped shall be provided to the Authority's inspector within that period.

ARTICLE X
PROPOSED EXTENSIONS OF SYSTEM BY DEVELOPERS

Section 1001

All public sanitary sewer systems shall be designed in accordance with the Sewage Manual of the Pennsylvania Department of Environmental Resources (DER), Division of Sanitary Engineering and these Rules and Regulations, latest edition, or amendment of each. Prior to construction of any public sanitary sewer system applicable State permits must have been issued to the Authority. The Authority shall submit all required drawings, specifications, applications and any other documentation necessary for the State permits to be issued to the Authority. It shall be the responsibility of the developer to pay the Authority for all costs attributable to applying for said permits. The Authority will provide to the developer a written estimate of costs to apply for said permits and developer will pay to the Authority said amount prior to the Authority beginning necessary work to obtain State permits. Should the Authority's cost to apply for the necessary permits exceed the estimate as indicated by duplicates of monthly invoices submitted to the developer at his designated address, the developer will pay such additional costs and expenses as are necessary to obtain necessary permits. Authority guarantees in no way that the permits for the construction will be issued, in which event no cost paid by the developer shall be returned.

Section 1002

Prior to final acceptance of any public sanitary sewer extension by the Authority, it will be necessary that the Authority prepare "Record Drawings" showing the angle and distance between manholes, the top and invert elevation of each manhole and the exact location of all lateral connections or wyes relative to the nearest manhole both downstream and upstream. The "Record Drawings" will be prepared by the Authority and shall be paid for by the developer.

Section 1003

Easements shall be obtained by the developer in the name of the Authority and recorded at the county courthouse in Warren, Pennsylvania. All costs incurred to obtain and record said easements shall be borne by the developer. Any costs incurred by the Authority, should the developer request assistance from the Authority in obtaining required easements, will be the responsibility of the developer.

Section 1004

The installation of sewers shall start at the lower end of the line and proceed upstream so that the spigot ends point in the direction of flow. The pipe shall be carefully laid to line and grade. The handling, placing and jointing of pipe shall be in strict accordance with the pipe manufacturer's recommendations.

Section 1005

All manholes shall be constructed in accordance with the standards established by the Authority. Frames and covers for all manholes shall be fabricated of cast iron and shall conform to the standards established by the Authority. Vented covers shall be furnished at the ends of lines.

Section 1006

Sewers shall be hydrostatically, pneumatically, weir and/or smoke tested for leakage at the discretion of, and in the manner required by, the Authority at the expense of the developer. The testing shall take place in the presence of a representative of the Authority, cost of which will be paid by the developer.

Section 1007

The developer shall file all necessary connection permits and pay the applicable tap connection and inspection fee for each house or building to the Authority which shall become due and payable prior to inspection and approval by the inspector for each respective house service sewer.

Section 1008

The developer shall also pay in advance to the Authority in full for all costs of inspection of construction of all sanitary sewers. The amount and type of inspection required shall be determined by the Authority during construction.

Section 1009

No sewer extensions constructed by a developer will be approved for use and acceptance by the Authority until said sewers are formally approved by the Authority, all building tap connection and inspection fees have been paid for each building connected to the system, and the Authority has been reimbursed in full for all inspection costs incurred by the inspector during construction, testing and approval.

ARTICLE XI
DELINQUENCIES, VIOLATIONS & REMEDIES

Section 1101

Each sewage collection, transportation and treatment charge, surcharge and penalty imposed by the Sewer Rate Resolution of the Authority shall be a debt due the Authority and shall be a lien on

the property served, and if not paid within the period prescribed in the Sewer Rate Resolution after the date of the bill shall be deemed delinquent. In such event, the Board shall proceed to file a lien in the office of the Prothonotary of Warren County and collect the same in the manner provided by law for the filing and collection of municipal claims.

Section 1102

All persons violating any provision of these Rules and Regulations shall be given notice of such violation either personally or by means of the United States mails, and if no action to correct said violation is taken within 30 days of the date of such notice, the sewer connection may be removed or closed. Reconnection will not be made until after correction of the violation has been accomplished. The expense of such shut off or removal of closing and the expense of restoring the sewage service shall be a debt due the Authority and a lien upon the property served and may be filed and collected as provided in Section 1101 hereof.

ARTICLE XII
VALIDITY

Section 1201

If any one or more of the provisions of this set of Rules and Regulations shall for any reason be held to be illegal or invalid or otherwise contrary to law, then such provisions shall be null and void and shall be deemed separable from the remaining provisions hereof, but shall in no way otherwise affect the validity of these Rules and Regulations.

Section 1202

These Rules and Regulations shall take affect immediately.

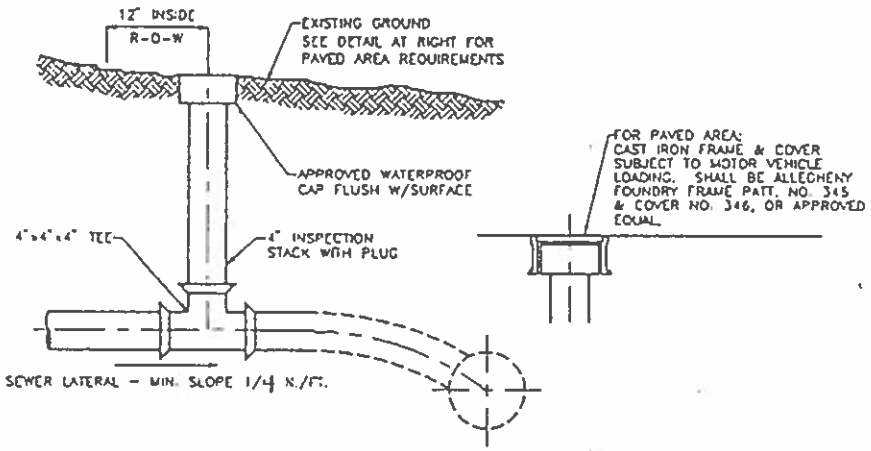
Section 1203

All other Rules and Regulations affecting the sewer system not in accordance with these Rules and Regulations are hereby repealed insofar as they affect these Rules and Regulations.

Section 1204

These Rules and Regulations were adopted pursuant to and in accordance with a Resolution of the Authority adopted _____.

INSPECTION STACKS



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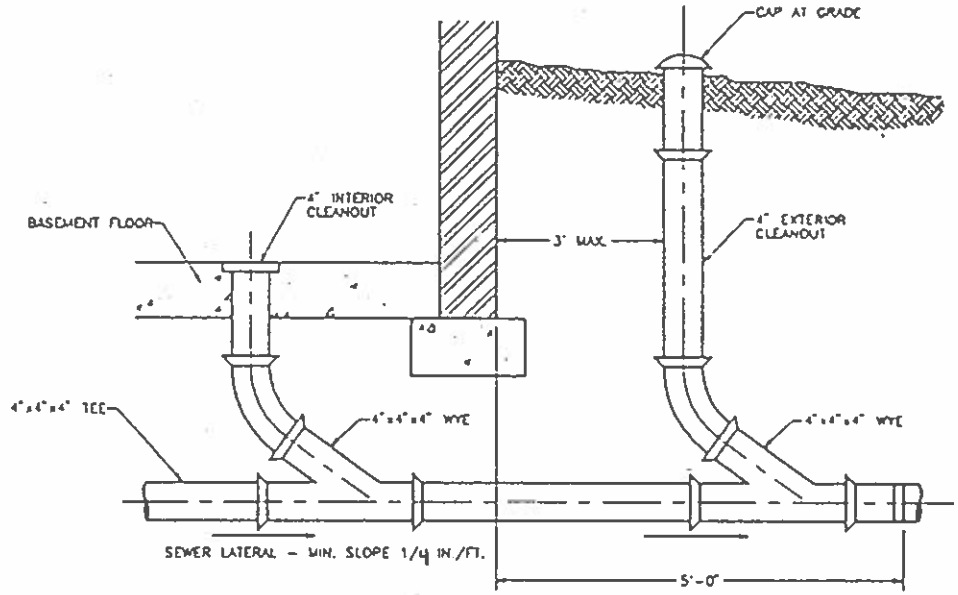

Appendix Q
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FARMINGTON TOWNSHIP

ACT 537 PLAN

EXHIBIT 5

EXAMPLE INDUSTRIAL DISCHARGE ORDINANCE

COUNCIL BILL NO. 2 A OF 1993

CITY OF TITUSVILLE, PENNSYLVANIA

ORDINANCE NO. 2012

AN ORDINANCE OF THE CITY OF TITUSVILLE, CRAWFORD COUNTY, PENNSYLVANIA, SETTING FORTH UNIFORM REQUIREMENTS FOR ALL USERS OF THE CITY'S PUBLICLY OWNED TREATMENT WORKS; PROVIDING FOR THE ISSUANCE OF WASTEWATER DISCHARGE PERMITS; PROVIDING FOR MONITORING, COMPLIANCE AND ENFORCEMENT ACTIVITIES; ESTABLISHING ADMINISTRATIVE REVIEW PROCEDURES AND REQUIRING USER REPORTING, ALL IN COMPLIANCE WITH ALL STATE AND FEDERAL REGULATIONS PERTAINING THERETO.

WITNESSETH:

WHEREAS, in July of 1990 certain changes were made to Federal pretreatment regulations; and,

WHEREAS, in order to comply with these regulations, the City Council is required to make extensive amendments to Article 928 - Wastewater System Industrial Users, and amendments thereto, of the Codified Ordinances of the City of Titusville; and,

WHEREAS, City Council has heretofore repealed Article 928 in its entirety, including all amendments thereto.

NOW, THEREFORE BE IT ORDAINED AND ENACTED by the City Council of the City of Titusville, in Council assembled, as follows:

SECTION 1 - GENERAL PROVISIONS

1.1 Purpose and Policy

This ordinance sets forth uniform requirements for users of the Publicly Owned Treatment Works for the City of Titusville and enables it to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code § 1251 et seq.) and the General Pretreatment Regulations (40 Code of Federal Regulations Part 403). The objectives of this ordinance are:

A. To prevent the introduction of pollutants into the Publicly Owned Treatment Works that will interfere with its operation;

B. To prevent the introduction of pollutants into the Publicly Owned Treatment Works that will pass through the Publicly Owned Treatment Works, inadequately treated, into receiving waters, or otherwise be incompatible with the Publicly Owned Treatment Works;

C. To protect both Publicly Owned Treatment Works personnel who may be affected by wastewater and sludge in the course of their employment and the general public;

D. To promote reuse and recycling of industrial wastewater and sludge from the Publicly Owned Treatment Works;

E. To provide for fees for the equitable distribution of the cost of operation, maintenance and improvement of the Publicly Owned Treatment Works; and

F. To enable the City to comply with its National Pollutant Discharge Elimination System permit conditions, sludge use and disposal requirements, and any other Federal or State laws to which the Publicly Owned Treatment Works is subject.

This ordinance shall apply to all users of the Publicly Owned Treatment Works. The ordinance authorizes the issuance of wastewater discharge permits; provides for monitoring, compliance and enforcement activities; establishes administrative review procedures; requires user reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

1.2 Administration

Except as otherwise provided herein, the City Manager of the City of Titusville shall administer, implement and enforce the provisions of this ordinance. Any powers granted to or duties imposed upon the City Manager may be delegated by the City Manager to other City personnel.

1.3 Abbreviations

The following abbreviations, when used in this ordinance, shall have the designated meanings:

* BOD - Biochemical Oxygen Demand
* CFR - Code of Federal Regulations
* COD - Chemical Oxygen Demand
* EPA - U. S. Environmental Protection Agency

* gpd - gallons per day
* mg/l - milligrams per liter
* NPDES - National Pollutant Discharge Elimination System
* POTW - Publicly Owned Treatment Works
* RCRA - Resource Conservation and Recovery Act
* SIC - Standard Industrial Classification
* TSS - Total Suspended Solids
* U.S.C. - United States Code

1.4 Definitions

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this ordinance, shall have the meanings hereinafter designated.

A. Act or "the Act." The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. § 1251 et seq.

B. Approval Authority. The Regional Administrator of the Environmental Protection Agency (EPA), Region III, 841 Chestnut Building, Philadelphia, Pennsylvania, shall be the approval authority.

C. Authorized Representative of the User.

(1) If the user is a corporation:

(a) The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

(b) The manager of one or more manufacturing, production, or operation facilities employing more than two hundred fifty (250) persons or having gross annual sales or expenditures exceeding twenty-five (25) million dollars (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(2) If the user is a partnership or sole proprietorship: a general partner or proprietor, respectively.

(3) If the user is a Federal, State or local

governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

(4) The individuals described in paragraphs 1 through 3, above, may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the City.

D. Biochemical Oxygen Demand or BOD. The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20° centigrade, usually expressed as a concentration (e.g., mg/l).

E. Categorical Pretreatment Standard or Categorical Standard. Any regulation containing pollutant discharge limits promulgated by EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. § 1317) which apply to a specific category of users and which appear in 40 CFR Chapter 1, Subchapter N, Parts 405-471.

F. City. The City of Titusville or the City Council of Titusville.

G. Environmental Protection Agency or EPA. The U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, or other duly authorized official of said agency.

H. Existing Source. Any source of discharge, the construction or operation of which commenced prior to the publication by EPA of proposed categorical pretreatment standards, which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Act.

I. Grab Sample. A sample which is taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.

J. Indirect Discharge or Discharge. The introduction of

pollutants into the POTW from any nondomestic source regulated under Section 307(b), (c), or (d) of the Act.

K. Instantaneous Maximum Allowable Discharge Limit. The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

L. Interference. A discharge, which alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and therefore, is a cause of a violation of the City's NPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent State or local regulations: Section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

M. Medical Waste. Isolation wastes, infectious agents, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

N. New Source.

(1) Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

(a) The building, structure, facility, or installation is constructed at a site at which no other source is located; or,

(b) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or,

(c) The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

(2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of Section (1)(b) or (c) above but otherwise alters, replaces, or adds to existing process or production equipment.

(3) Construction of a new source as defined under this paragraph has commenced if the owner or operator has:

(a) Begun, or caused to begin, as part of a continuous onsite construction program.

(i) any placement, assembly, or installation of facilities or equipment; or

(ii) significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or

(b) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts for feasibility, engineering, and design studies do not constitute a contractual

obligation under this paragraph.

O. Noncontact Cooling Water. Water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

P. Pass Through. A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the City's NPDES permit, including an increase in the magnitude or duration of a violation.

Q. Person. Any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Federal, State, and local governmental entities.

R. pH. A measure of the acidity or alkalinity of a solution, expressed in standard units.

S. Pollutant. Dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

T. Pretreatment. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.

U. Pretreatment Requirements. Any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.

V. Pretreatment Standards or Standards. Pretreatment

standards shall mean prohibited discharge standards, categorical pretreatment standards, and local limits.

W. Prohibited Discharge Standards or Prohibited Discharges. Absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section 2.1 of this ordinance.

X. Publicly Owned Treatment Works or POTW. A "treatment works" as defined by Section 212 of the Act (33 U.S.C. § 1292) which is owned by the City. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a treatment plant.

Y. Septic Tank Waste. Any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

Z. Sewage. Human excrement and gray water (household showers, dishwashing operations, etc.).

AA. Significant Industrial User.

(1) A user subject to categorical pretreatment standards, or

(2) A user that:

(a) Discharges an average of twenty-five thousand (25,000) gpd or more of process wastewater to the POTW (excluding sanitary, noncontact cooling, and boiler blowdown wastewater);

(b) Contributes a process wastewater which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or

(c) Is designated as such by the City on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.

(3) Upon a finding that a user meeting the criteria in Subsection (2) has no reasonable potential for

adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the City may at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in 40 CFR 403.8(f)(6), determine that such user should not be considered a significant industrial user.

BB. Slug Load or Slug. Any discharge of a non-routine, episodic nature, or at a flow rate or concentration which would cause a violation of the prohibited discharge standards either set forth in this Ordinance or promulgated by federal or state agencies.

CC. Standard Industrial Classification (SIC) Code. A classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget.

DD. Storm Water. Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

EE. City Manager. The person designated by the City to supervise the operation of the POTW, and who is charged with certain duties and responsibilities by this ordinance, or a duly authorized representative.

FF. Suspended Solids. The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.

GG. User or Industrial User. A source of indirect discharge.

HH. Wastewater. Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

II. Wastewater Treatment Plant or Treatment Plant. That portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.

SECTION 2 - GENERAL SEWER USE REQUIREMENTS

2.1 Prohibited Discharge Standards

A. General Prohibitions. No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or requirements.

B. Specific Prohibitions. No user shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:

(1) Pollutants which create a fire or explosive hazard in the POTW, including but not limited to, wastestreams with a closed-cup flashpoint of less than 140°F (60°C) using the test methods specified in 40 CFR 261.21;

(2) Wastewater having a pH less than 5.0 or more than 9.0, or otherwise causing corrosive structural damage to the POTW or equipment;

(3) Solid or viscous substances in amounts which will cause obstruction of the flow in the POTW resulting in interference [but in no case solids greater than one-half inch (½") or 1.27 centimeters (1.27 cm) in any dimension];

(4) Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW;

(5) Wastewater having a temperature which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104°F (40°C);

(6) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through;

(7) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;

(8) Trucked or hauled pollutants;

(9) Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;

(10) Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the City's NPDES permit;

(11) Wastewater containing any radioactive wastes or isotopes except in compliance with applicable State or Federal regulations;

(12) Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, noncontact cooling water, and unpolluted wastewater into sanitary sewers, unless specifically authorized by the City Manager;

(13) Sludges, screenings, or other residues from the pretreatment of industrial wastes;

(14) Medical wastes, except as specifically authorized by the City Manager in a wastewater discharge permit;

(15) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test;

(16) Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW;

(17) Fats, oil, or greases of animal or vegetable origin in concentrations which will cause interference or pass through;

(18) Wastewater causing two readings on an explosion hazard meter at the point of discharge into the POTW, or at any point in the POTW, of more than five percent (5%) or any single reading over ten percent (10%) of the Lower Explosive Limit of the meter.

Pollutants, substances, or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the POTW.

2.2 National Categorical Pretreatment Standards

The categorical pretreatment standards found at 40 CFR Chapter I, Subchapter N, Parts 405-471 are incorporated herein by reference, to include any future amendments thereto.

A. Where a categorical pretreatment standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the City Manager may impose equivalent concentration or mass limits in accordance with 40 CFR 403.6(c).

B. When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same standard, the City Manager shall impose an alternate limit using the combined wastestream formula in 40 CFR 403.6(e).

C. A user may obtain a variance from a categorical pretreatment standard if the user can prove, pursuant to the procedural and substantive provisions in 40 CFR 403.13, that factors relating to its discharge are fundamentally different from the factors considered by EPA when developing the categorical pretreatment standard.

D. A user may obtain a net gross adjustment to a categorical standard in accordance with 40 CFR 403.15.

2.3 City's Right of Revision

The City reserves the right to establish, by ordinance or in wastewater discharge permits, more stringent standards or requirements on discharges to the POTW.

2.4 Dilution

No user shall ever increase the use of process water, or in

any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. The City Manager may impose mass limitations on users who are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

2.5 Local Limits

There is incorporated herein by reference, in their entirety, pollutant limits adopted by the City of Titusville, as the same may be amended.

SECTION 3 - PRETREATMENT OF WASTEWATER

3.1 Pretreatment Facilities

Users shall provide wastewater treatment as necessary to comply with this ordinance and shall achieve compliance with all categorical pretreatment standards, local limits, and the prohibitions set out in Section 2.1 of this ordinance within the time limitations specified by EPA, the State, or the City Manager, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the user's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the City Manager for review, and shall be acceptable to the City Manager before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the user from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the City under the provisions of this ordinance.

3.2 Additional Pretreatment Measures

A. Whenever deemed necessary, the City Manager may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage wastestreams from industrial wastestreams, and such other conditions as may be necessary to protect the POTW and determine the user's compliance with the requirements of this ordinance.

B. The City Manager may require any person discharging into the POTW to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow. A wastewater

discharge permit may be issued solely for flow equalization.

C. Grease, oil and sand interceptors shall be provided when, in the opinion of the City Manager, they are necessary for the proper handling of wastewater containing excessive amounts of grease and oil, or sand; except that such interceptors shall not be required for residential users. All interception units shall be of type and capacity approved by the City Manager and shall be so located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned, and repaired regularly, as needed, by the user at their expense.

D. Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

3.3 Accidental Discharge/Slug Control Plans

At least once every two (2) years, the City Manager shall evaluate whether each significant industrial user needs an accidental discharge/slug control plan. The City Manager may require any user to develop, submit for approval, and implement such a plan. Alternatively, the City Manager may develop such a plan for any user. An accidental discharge/slug control plan shall address, at a minimum, the following:

A. Description of discharge practices, including nonroutine batch discharges;

B. Description of stored chemicals;

C. Procedures for immediately notifying the City Manager of any accidental or slug discharge, as required by Section 6.6 of this ordinance, and

D. Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

SECTION 4 - WASTEWATER DISCHARGE PERMIT APPLICATION

4.1 Wastewater Analysis

When requested by the City Manager, a user must submit information on the nature and characteristics of its wastewater within forty-five (45) days of the request. The City Manager is authorized to prepare a form for this purpose and may periodically require users to update this information.

4.2 Wastewater Discharge Permit Requirement

A. No significant industrial user shall discharge wastewater into the POTW without first obtaining a wastewater discharge permit from the City Manager, except that a significant industrial user that has filed a timely application pursuant to Section 4.3 of this ordinance may continue to discharge for the time period specified therein.

B. The City Manager may require other users to obtain wastewater discharge permits as necessary to carry out the purposes of this ordinance.

C. Any violation of the terms and conditions of a wastewater discharge permit shall be deemed a violation of this ordinance and subjects the wastewater discharge permittee to the sanctions set out in Sections 10 and 11 of this ordinance. Obtaining a wastewater discharge permit does not relieve a permittee of its obligation to comply with all Federal and State pretreatment standards or requirements or with any other requirements of Federal, State and local law.

4.3 Wastewater Discharge Permitting: Existing Connections

Any user required to obtain a wastewater discharge permit who was discharging wastewater into the POTW prior to the effective date of this ordinance and who wishes to continue such discharges in the future, shall, within sixty (60) days after said date, apply to the City Manager for a wastewater discharge permit in accordance with Section 4.5 of this ordinance, and shall not cause or allow discharges to the POTW to continue after one hundred eighty (180) days of the effective date of this ordinance except in accordance with a wastewater discharge permit issued by the City Manager.

4.4 Wastewater Discharge Permitting: New Connections

Any user required to obtain a wastewater discharge permit who

proposes to begin or recommence discharging into the POTW must obtain such permit prior to the beginning or recommencing of such discharge. An application for this wastewater discharge permit, in accordance with Section 4.5 of this ordinance, must be filed at least sixty (60) days prior to the date upon which any discharge will begin or recommence.

4.5 Wastewater Discharge Permit Application Contents

All users required to obtain a wastewater discharge permit must submit a permit application. The City Manager may require all users to submit as part of an application the following information.

A. All information required by Section 6.1 (B) of this ordinance;

B. Description of activities, facilities, and plant processes on the premises, including a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;

C. Number and type of employees, hours of operation, and proposed or actual hours of operation;

D. Each product produced by type, amount, process or processes, and rate of production;

E. Type and amount of raw materials processed (average and maximum per day);

F. Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge;

G. Time and duration of discharges; and

H. Any other information as may be deemed necessary by the City Manager to evaluate the wastewater discharge permit application.

Incomplete or inaccurate applications will not be processed and will be returned to the user for revision.

4.6 Application Signatories and Certification

All wastewater discharge permit applications and user reports

must be signed by an authorized representative of the user and contain the following certification statement:

> "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

4.7 Wastewater Discharge Permit Decisions

The City Manager will evaluate the data furnished by the user and may require additional information. Within sixty (60) days of receipt of a complete wastewater discharge permit application, the City Manager will determine whether or not to issue a wastewater discharge permit. The City Manager may deny any application for a wastewater discharge permit.

SECTION 5 - WASTEWATER DISCHARGE PERMIT ISSUANCE PROCESS

5.1 Wastewater Discharge Permit Duration

A wastewater discharge permit shall be issued for a specified time period, not to exceed five (5) years from the effective date of the permit. A wastewater discharge permit may be issued for a period less than five (5) years, at the discretion of the City Manager. Each wastewater discharge permit will indicate a specific date upon which it will expire.

5.2 Wastewater Discharge Permit Contents

A wastewater discharge permit shall include such conditions as are deemed reasonably necessary by the City Manager to prevent pass through or interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

A. Wastewater discharge permits must contain:

(1) A statement that indicates wastewater discharge permit duration, which in no event shall exceed five (5) years.

(2) A statement that the wastewater discharge permit is nontransferable without prior notification to the City in accordance with Section 5.5 of this ordinance, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;

(3) Effluent limits based on applicable pretreatment standards;

(4) Self monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency, and sample type based on Federal, State and local law; and

(5) A statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law.

B. Wastewater discharge permits may contain, but need not be limited to, the following conditions:

(1) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;

(2) Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;

(3) Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or nonroutine discharges;

(4) Development and implementation of waste minimization plans to reduce the amount of pollutants discharge to the POTW;

(5) The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the POTW;

(6) Requirements for installation and maintenance of inspection and sampling facilities and equipment.

(7) A statement that compliance with the wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State pretreatment standards, including those which become effective during the term of the wastewater discharge permit; and

(8) Other conditions as deemed appropriate by the City Manager to ensure compliance with this ordinance, and State and Federal laws, rules and regulations.

5.3 Wastewater Discharge Permit Appeals

The City Manager shall provide public notice of the issuance of a wastewater discharge permit. Any person, including the user, may petition the City Manager to reconsider the terms of a wastewater discharge permit within thirty (30) days of notice of its issuance.

A. Failure to submit a timely petition for review shall be deemed to be a waiver of the administrative appeal.

B. In its petition, the appealing party must indicate the wastewater discharge permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to place in the wastewater discharge permit.

C. The effectiveness of the wastewater discharge permit shall not be stayed pending the appeal.

D. If the City Manager fails to act within thirty (30) days, a request for reconsideration shall be deemed to be denied. Decisions not to reconsider a wastewater discharge permit shall be considered final administrative actions for purposes of judicial review.

E. Aggrieved parties seeking judicial review of the final administrative wastewater discharge permit decision must do so by filing an appeal to the Court of Common Pleas of Crawford County, Pennsylvania.

5.4 Wastewater Discharge Permit Modification

The City Manager may modify a wastewater discharge permit for good cause, including, but not limited to, the following reasons:

A. To incorporate any new or revised Federal, State, or local pretreatment standards or requirements;

B. To address significant alterations or additions to the user's operation, processes, or wastewater volume or character since the time of wastewater discharge permit issuance;

C. A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;

D. Information indicating that the permitted discharge poses a threat to the City's POTW, City personnel, or the receiving waters;

E. Violation of any terms or conditions of the wastewater discharge permit;

F. Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting;

G. Revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR 403.13;

H. To correct typographical or other errors in the wastewater discharge permit; or

I. To reflect a transfer of the facility ownership or operation to a new owner or operator.

5.5 Wastewater Discharge Permit Transfer

Wastewater discharge permits may be transferred to a new owner or operator of the permittee only if the permittee gives at least sixty (60) days advance notice to the City Manager and the City Manager approves the wastewater discharge permit transfer. The notice to the City Manager must include a written certification by the new owner or operator which:

A. States that the new owner and/or operator has no

immediate intent to change the facility's operations and processes;

B. Identifies the specific date on which the transfer is to occur; and

C. Acknowledges full responsibility for complying with the existing wastewater discharge permit.

Failure to provide advance notice of a transfer renders the wastewater discharge permit void as of the date of facility transfer.

5.6 Wastewater Discharge Permit Revocation

The City Manager may revoke a wastewater discharge permit for good cause, including, but not limited to, the following reasons:

A. Failure to notify the City Manager of significant changes to the wastewater prior to the changed discharge;

B. Failure to provide prior notification to the City Manager of changed conditions pursuant to Section 6.5 of this ordinance;

C. Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;

D. Falsifying self-monitoring reports;

E. Tampering with monitoring equipment;

F. Refusing to allow the City Manager timely access to the facility premises and records;

G. Failure to meet effluent limitations;

H. Failure to pay fines;

I. Failure to pay sewer charges;

J. Failure to meet compliance schedules;

K. Failure to complete a wastewater survey or the wastewater discharge permit application;

L. Failure to provide advance notice of the transfer of business ownership of a permitted facility; or

M. Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit of this ordinance.

Wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership. All wastewater discharge permits issued to a particular user are void upon the issuance of a new wastewater discharge permit to that user.

5.7 Wastewater Discharge Permit Re-issuance

A user with an expiring wastewater discharge permit shall apply for wastewater discharge permit re-issuance by submitting a complete permit application, in accordance with Section 4.5 of this ordinance, a minimum of ninety (90) days prior to the expiration of the user's existing wastewater discharge permit.

5.8 Regulation of Waste Received from Other Jurisdictions

A. If another municipality, or user located within another municipality, contributes wastewater to the POTW, the City Manager shall enter into an intermunicipal agreement with the contributing municipality.

B. Prior to entering into an agreement required by paragraph A, above, the City Manager shall request the following information from the contributing municipality:

(1) A description of the quality and volume of wastewater discharged to the POTW by the contributing municipality;

(2) An inventory of all users located within the contributing municipality that are discharging to the POTW; and

(3) Such other information as the City Manager may deem necessary.

C. An intermunicipal agreement, as required by paragraph A, above, shall contain the following conditions:

(1) A requirement for the contributing municipality to adopt a sewer use ordinance which is at least as stringent as this ordinance and local limits which

are at least as stringent as those set out in this ordinance. The requirement shall specify that such ordinance and limits must be revised as necessary to reflect changes made to the City's ordinance or local limits;

(2) A requirement for the contributing municipality to submit a revised user inventory on at least an annual basis;

(3) A provision specifying which pretreatment implementation activities, including wastewater discharge permit issuance, inspection and sampling, and enforcement, will be conducted by the contributing municipality; which of these activities will be conducted by the City Manager; and which of these activities will be conducted jointly by the contributing municipality and the City Manager.

(4) A requirement for the contributing municipality to provide the City Manager with access to all information that the contributing municipality obtains as part of its pretreatment activities;

(5) Limits on the nature, quality, and volume of the contributing municipality's wastewater at the point where it discharges to the POTW;

(6) Requirements for monitoring the contributing municipality's discharge;

(7) A provision ensuring the City Manager access to the facilities of users located within the contributing municipality's jurisdictional boundaries for the purpose of inspection, sampling, and any other duties deemed necessary by the City Manager; and

(8) A provision specifying remedies available for breach of the terms of the intermunicipal agreement.

SECTION 6 - REPORTING REQUIREMENTS

6.1 Baseline Monitoring Reports

A. Within either one hundred eighty (180) days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is

later, existing categorical users currently discharging to or scheduled to discharge to the POTW shall submit to the City Manager a report which contains the information listed in paragraph B, below. At least ninety (90) days prior to commencement of their discharge, new sources, and sources that become categorical users subsequent to the promulgation of an applicable categorical standard, shall submit to the City Manager a report which contains the information listed in paragraph B, below. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.

B. Users described above shall submit the information set forth below.

(1) Identifying Information. The name and address of the facility, including the name of the operator and owner.

(2) Environmental Permits. A list of any environmental control permits held by or for the facility.

(3) Description of Operations. A brief description of the nature, average rate of production, and standard industrial classifications of the operation(s) carried out by such user. This description should include a schematic process diagram which indicates points of discharge to the POTW from the regulated processes.

(4) Flow Measurement. Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in 40 CFR 403.6(e).

(5) Measurement of Pollutants.

(a) The categorical pretreatment standards applicable to each regulated process.

(b) The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or by the City Manager, of regulated pollutants in

the discharge from each regulated process. Instantaneous, daily maximum, and long-term average concentrations, or mass, where required, shall be reported. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Section 6.10 of this ordinance.

(c) Sampling must be performed in accordance with procedures set out in Section 6.11 of this ordinance.

(6) Certification. A statement, reviewed by the user's authorized representative and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis; and, if not, whether additional operation and maintenance (O&M) and /or additional pretreatment is required to meet the pretreatment standards and requirements.

(7) Compliance Schedule. If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment and/or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in Section 6.2 of this ordinance.

(8) Signature and Certification. All baseline monitoring reports must be signed and certified in accordance with Section 4.6 of this ordinance.

6.2 Compliance Schedule Progress Reports

The following conditions shall apply to the compliance schedule required by Section 6.1(B)(7) of this ordinance:

A. The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for

major components, commencing and completing construction, and beginning and conducting routine operation);

B. No increment referred to above shall exceed nine (9) months;

C. The user shall submit a progress report to the City Manager no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule; and

D. In no event shall more than nine (9) months elapse between such progress reports to the City Manager.

6.3 Reports on Compliance with Categorical Pretreatment Standard Deadline

Within ninety (90) days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the POTW, any user subject to such pretreatment standards and requirements shall submit to the City Manager a report containing the information described in Section 6.1(B)(4-6) of this ordinance. For users subject to equivalent mass or concentration limits established in accordance with the procedures in 40 CFR 403.6(c), this report shall contain a reasonable measure of the user's long-term production rate. For all other users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Section 4.6 of this ordinance.

6.4 Periodic Compliance Reports

A. All significant industrial users shall, at a frequency determined by the City Manager but in no case less than twice per year (in June and December), submit a report indicating the nature and concentration of pollutants in the discharge which are limited by pretreatment standards and the measured or estimated average and maximum daily flows for the reporting period. All periodic compliance reports must be signed and certified in accordance with Section 4.6 of this ordinance.

B. All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.

C. If a user subject to the reporting requirement in this section monitors any pollutant more frequently than required by the City Manager, using the procedures prescribed in Section 6.11 of this ordinance, the results of this monitoring shall be included in the report.

6.5 Reports of Changed Conditions

Each user must notify the City Manager of any planned significant changes to the user's operations or system which might alter the nature, quality, or volume of its wastewater at least sixty (60) days before the change.

A. The City Manager may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under Section 4.5 of this ordinance.

B. The City Manager may issue a wastewater discharge permit under Section 4.7 of this ordinance or modify an existing wastewater discharge permit under Section 5.4 of this ordinance in response to changed conditions or anticipated changed conditions.

C. For purposes of this requirement, significant changes include, but are not limited to, flow increases of twenty percent (20%) or greater, and the discharge of any previously unreported pollutants.

6.6 Reports of Potential Problems

A. In the case of any discharge, including, but not limited to, accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, or a slug load, that may cause potential problems for the POTW, the user shall immediately telephone and notify the City Manager of the incident. This notification shall include the location of the discharge, type of waste,

concentration and volume, if known, and corrective actions taken by the user.

B. Within five (5) days following such discharge, the user shall, unless waived by the City Manager, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed pursuant to this ordinance.

C. A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees whom to call in the event of a discharge described in paragraph A, above. Employers shall ensure that all employees, who may cause such a discharge to occur, are advised of the emergency notification procedure.

6.7 Reports from Unpermitted Users

All users not required to obtain a wastewater discharge permit shall provide appropriate reports to the City Manager as the City Manager may require.

6.8 Notice of Violation/Repeat Sampling and Reporting

If sampling performed by a user indicates a violation, the user must notify the City Manager within twenty-four (24) hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the City Manager within thirty (30) days after becoming aware of the violation. The user is not required to resample if the City Manager monitors at the user's facility at least once a month, or if the City Manager samples between the user's initial sampling and when the user receives the results of this sampling.

6.9 Notification of the Discharge of Hazardous Waste

A. Any user who commences the discharge of hazardous waste shall notify the POTW, the EPA Regional Waste Management Division Director, and State hazardous waste authorities, in writing, of any discharge into the POTW of a substance

which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the user discharges more than one hundred (100) kilograms of such waste per calendar month to the POTW, the notification also shall contain the following information to the extent such information is known and readily available to the user: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the wastestream discharged during that calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve (12) months. All notifications must take place no later than one hundred and eighty (180) days after the discharge commences. Any notification under this paragraph need be submitted only once for each hazardous waste discharged. However, notifications of changed conditions must be submitted under Section 6.5 of this ordinance. The notification requirement in this section does not apply to pollutants already reported by users subject to categorical pretreatment standards under the self-monitoring requirements of Sections 6.1, 6.3 and 6.4 of this ordinance.

B. Dischargers are exempt from the requirements of paragraph A, above, during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than fifteen (15) kilograms of nonacute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33 (e), requires a one-time notification. Subsequent months during which the user discharges more than such quantities of any hazardous waste do not require additional notification.

C. In the case of any new regulations under Section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the user must notify the City Manager, the EPA Regional Waste Management Waste Division Director, the State hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.

D. In the case of any notification made under this section, the user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

E. This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this ordinance, a permit issued thereunder, or any applicable Federal or State law.

6.10 Analytical Requirements

All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved by EPA.

6.11 Sample Collection

A. Except as indicated in Section B, below, the user must collect wastewater samples using flow proportional composite collection techniques. In the event flow proportional sampling is unfeasible, the City Manager may authorize the use of time proportional sampling or a minimum of four (4) grab samples where the user demonstrates that this will provide a representative sample of the effluent being discharged. In addition, grab samples may be required to show compliance with instantaneous discharge limits.

B. Samples for oil and grease, temperature, pH, cyanide, phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.

6.12 Timing

Written reports will be deemed to have been submitted on the date postmarked. For reports which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.

6.13 Record Keeping

Users subject to the reporting requirements of this ordinance shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this ordinance and any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements. Records shall include the date, exact place, method and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the user or the City, or where the user has been specifically notified of a longer retention period by the City Manager.

SECTION 7 - COMPLIANCE MONITORING

7.1 Right of Entry: Inspection and Sampling

The City Manager shall have the right to enter the premises of any user to determine whether the user is complying with all requirements of this ordinance and any wastewater discharge permit or order issued hereunder. Users shall allow the City Manager ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

A. Where a user has security measures in force which require proper identification and clearance before entry into its premises, the user shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the City Manager will be permitted to enter without delay for the purposes of performing specific responsibilities.

B. The City Manager shall have the right to set up on the user's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the user's operations.

C. The City Manager may require the user to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at its expense. All devices used to measure wastewater flow and quality shall be calibrated once a year to ensure their accuracy.

D. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the City Manager and shall not be replaced. The costs of clearing such access shall be born by the user.

E. Unreasonable delays in allowing the City Manager access to the user's premises shall be a violation of this ordinance.

7.2 Search Warrants

If the City Manager has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program of the City designed to verify compliance with this ordinance or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, then the City Manager may seek issuance of a search warrant from the District Magistrate or Court of Common Pleas of Crawford County, Pennsylvania.

SECTION 8 - CONFIDENTIAL INFORMATION

Information and data on a user obtained from reports, surveys, wastewater discharge permit applications, wastewater discharge permits, and monitoring programs, and from the City Manager's inspection and sampling activities, shall be available to the public without restriction, unless the user specifically requests, and is able to demonstrate to the satisfaction of the City Manager, that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable State law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated by the user furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately upon request to governmental agencies for uses related to the NPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other "effluent data" as defined by 40 CFR 2.302 will not be recognized as confidential information and will be available to the public without restriction.

SECTION 9 - PUBLICATION OF USERS IN SIGNIFICANT NONCOMPLIANCE

The City Manager shall publish annually, in the largest daily newspaper published in the municipality where the POTW is located, a list of the users which, during the previous twelve (12) months, were in significant noncompliance with applicable pretreatment standards and requirements. The term significant noncompliance shall mean:

A. Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of wastewater measurements taken during a six-month (6-month) period exceed the daily maximum limit or average limit for the same pollutant parameter by any amount;

B. Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a six-month (6-month) period equals or exceeds the product of the daily maximum limit or the average limit multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH);

C. Any other discharge violation that the City Manager believes has caused, alone or in combination with other discharges, interference or pass through, including endangering the health of POTW personnel or the general public;

D. Any discharge of pollutants that has caused imminent endangerment to the public or to the environment, or has resulted in the City Manager's exercise of its emergency authority to halt or prevent such a discharge;

E. Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;

F. Failure to provide within thirty (30) days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical pretreatment standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;

G. Failure to accurately report noncompliance; or

H. Any other violation(s) which the City Manager determines will adversely affect the operation or implementation of the local pretreatment program.

SECTION 10 - ADMINISTRATIVE ENFORCEMENT REMEDIES

10.1 Notification of Violation

When the City Manager finds that a user has violated, or continues to violate, any provision of this ordinance, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the City Manager may serve upon that user a written Notice of Violation. Within ten (10) days of the receipt of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the user to the City Manager. Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the Notice of Violation. Nothing in this section shall limit the authority of the City Manager to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation.

10.2 Consent Orders

The City Manager may enter into Consent Orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any user responsible for noncompliance. Such documents will include specific action to be taken by the user to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to Sections 10.4 and 10.5 of this ordinance and shall be judicially enforceable.

10.3 Show Cause Hearing

The City Manager may order a user which has violated, or continues to violate, any provision of this ordinance, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, to appear before the City Manager and show cause why the proposed enforcement action should not be taken. Notice shall be served on the user specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the user show cause why the proposed enforcement action should not be taken. The notice of

the meeting shall be served personally or be registered or certified mail, return receipt requested, at least twenty (20) days prior to the hearing. Such notice may be served on any authorized representative of the user. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the user.

10.4 Compliance Orders

When the City Manager finds that a user has violated, or continues to violate, any provision of this ordinance, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the City Manager may issue an order to the user responsible for the discharge directing that the user come into compliance within a specified time. If the user does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and property operated. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a pretreatment standard or requirement, nor does a compliance order relieve the user of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the user.

10.5 Cease and Desist Orders

When the City Manager finds that a user has violated, or continues to violate, any provision of this ordinance, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, or that the user's past violations are likely to recur, the City Manager may issue an order to the user directing it to cease and desist all such violations and directing the user to:

A. Immediately comply with all requirements; and

B. Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge.

Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the user.

10.6 Emergency Suspensions

The City Manager may immediately suspend a user's discharge, after informal notice to the user, whenever such suspension is necessary to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons. The City Manager may also immediately suspend a user's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the POTW, or which presents, or may present, an endangerment to the environment.

A. Any user notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a user's failure to immediately comply voluntarily with the suspension order, the City Manager may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The City Manager may allow the user to recommence its discharge when the user has demonstrated to the satisfaction of the City Manager that the period of endangerment has passed, unless the termination proceedings in Section 10.7 of this ordinance are initiated against the user.

B. A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the City Manager prior to the date of any show cause or termination hearing under Sections 10.3 or 10.7 of this ordinance.

Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension under this section.

10.7 Termination of Discharge

In addition to the provisions in Section 5.6 of this ordinance, any user who violates the following conditions is subject to discharge termination:

A. Violation of wastewater discharge permit conditions;

B. Failure to accurately report the wastewater constituents and characteristics of its discharge;

C. Failure to report significant changes in operations or wastewater volume, constituents, and characteristics prior to discharge;

D. Refusal of reasonable access to the user's premises for the purpose of inspection, monitoring, or samplings; or

E. Violation of the pretreatment standards in Section 2 of this ordinance.

Such user will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under Section 10.3 of this ordinance why the proposed action should not be taken. Exercise of this option by the City Manager shall not be a bar to, or a prerequisite for, taking any other action against the user.

SECTION 11 - JUDICIAL ENFORCEMENT REMEDIES

11.1 Injunctive Relief

A. In the event the City Manager finds that a user, regardless of jurisdictional boundaries, has violated, or continues to violate, any provision of this ordinance, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, the City may seek injunctive relief through the Court of Common Pleas of Crawford County, Pennsylvania, in accordance with Section 5 of the Publicly Owned Treatment Works Penalty Law of the Commonwealth of Pennsylvania, enacted March 26, 1992, as the same may be amended.

B. The basis for injunctive relief shall include, but not necessarily be limited to, a showing of one or more of the following:

(1) a discharge from an industrial user presents an imminent or substantial endangerment to the environment.

(2) a discharge from an industrial user presents an imminent danger or substantial harm to the POTW or public.

(3) a discharge from an industrial user causes the POTW to violate any condition of its discharge permit; or

(4) the industrial user has shown a lack of ability or intention to comply with a pretreatment standard.

C. Notwithstanding paragraph B, above, an injunction affecting an industrial operation not directly related to the condition or violation in question may be issued if the Court determines that other enforcement procedures would not be adequate to affect prompt correction of the condition or violation.

D. In addition to an injunction, the Court in any such proceeding may levy civil penalties in accordance with Section 4 of the said Publicly Owned Treatment Penalty Law and Subsection 11.2 of Section 11 of this Ordinance.

E. This provision shall not be construed to limit or affect any other remedy available to the City either in law or in equity, to include a requirement that the industrial user conduct environmental remediation.

11.2 Civil Penalties

A. In the event the City Manager shall find, following a hearing in accordance with the provisions of this Section, that a user has willfully or negligently violated, or continues to willfully or negligently violate, any provision of this ordinance, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, he may, with the approval of City Council, assess a civil penalty against the user of not more than Twenty-Five Thousand ($25,000.00) Dollars per violation. Each day of violation shall be considered a separate violation. In the case of a month or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.

B. In addition to the above-described civil penalty, the City Manager may assess against the user the cost to the City of attorney's fees, court costs, damage to the POTW, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and any other actual damages incurred by the City.

C. In determining the amount of civil liability, the City Manager shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the user's violation, corrective actions by the

user, the compliance history of the user, and any other factor as justice requires.

D. The assessment of any civil penalty under the provisions of this ordinance shall not be a bar or otherwise modify jurisdiction or procedures for the assessment or collection of fines and penalties by either the City or the City Manager or any other remedy available to it either in law or in equity or through criminal proceedings.

E. Prior to the assessment of any civil penalties under this Section, the City Manager shall first notify the permittee in writing by certified mail of the alleged violation. The notice shall include notice of a hearing before the City Manager, which shall be scheduled not less than ten (10) nor more than thirty (30) days following the date of mailing of the notice. The permittee shall be entitled to legal counsel at the time of this hearing. The hearing shall be conducted by the City Manager in accordance with the Administrative Law and Procedure of the Commonwealth of Pennsylvania (2 Pa. C.S. 101 et seq.). The City Manager shall issue his jurisdiction, which shall contain findings and the reasons for the adjudication and shall have been approved by City Council, to the user within thirty (30) days of the hearing. The user shall have thirty (30) days thereafter to appeal the matter to the Court of Common Pleas of Crawford County, Pennsylvania.

11.3 Criminal Prosecution

A. A user who willfully or negligently violates any provision of this ordinance, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, shall, upon conviction, be guilty of a summary punishable by a fine of not more than Three Hundred ($300.00) Dollars per violation, per day, or imprisonment for not more than ninety (90) days, or both.

B. A user who willfully or negligently introduces any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a misdemeanor and be subject to a penalty not more than Three Hundred ($300.00) Dollars, or be subject to imprisonment for not more than ninety (90) days or both. This penalty shall be in addition to any other cause of

action for personal injury or property damage available under State law.

C. A user who knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this ordinance, wastewater discharge permit, or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this ordinance shall, upon conviction, be punished by a fine of not more than Three Hundred ($300.00) Dollars per violation, per day, or imprisonment for not more than ninety (90) days, or both.

11.4 Remedies Nonexclusive

The remedies provided for in this ordinance are not exclusive. The City Manager may take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations will generally be in accordance with the City's enforcement response plan. However, the City Manager may take other action against any user when the circumstances warrant. Further, the City Manager is empowered to take more than one enforcement action against any noncompliant user.

SECTION 12 - AFFIRMATIVE DEFENSES TO DISCHARGE VIOLATIONS

12.1 Upset

A. For the purposes of this section, "upset" means an exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

B. An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical pretreatment standards if the requirements of paragraph (C), below, are met.

C. A user who wishes to establish the affirmative defense of

upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

(1) An upset occurred and the user can identify the cause(s) of the upset;

(2) The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and

(3) The user has submitted the following information to the City Manager within twenty-four (24) hours of becoming aware of the upset [if this information is provided orally, a written submission must be provided with five (5) days]:

(a) A description of the indirect discharge and cause of noncompliance;

(b) The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and

(c) Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

D. In any enforcement proceeding, the user seeking to establish the occurrence of an upset shall have the burden of proof.

E. Users will have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with categorical pretreatment standards.

F. Users shall control production of discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

12.2 Prohibited Discharge Standards

A user shall have an affirmative defense to an enforcement action brought against it for noncompliance with the general prohibitions in Section 2.1(A) of this ordinance or the specific prohibitions in Section 2.1(B)(3) through (18) of this ordinance if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause pass through or interference and that either:

A. A local limit exists for each pollutant discharged and the user was in compliance with each limit directly prior to, and during, the pass through or interference; or

B. No local limit exists, but the discharge did not change substantially in nature or constituents from the user's prior discharge when the City was regularly in compliance with its NPDES permit, and in the case of interference, was in compliance with applicable sludge use or disposal requirements.

12.3 Bypass

A. For the purposes of this section,

(1) "Bypass" means the intentional diversion of wastestreams from any portion of a user's treatment facility.

(2) "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

B. A user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of paragraphs (C) and (D) of this section.

C. (1) If a user knows in advance of the need for a bypass, it shall submit prior notice to the City Manager, at least ten (10) days before the date of the bypass, if possible.

(2) A user shall submit oral notice to the City Manager of an unanticipated bypass that exceeds applicable pretreatment standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The City Manager may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.

D. (1) Bypass is prohibited, and the City Manager may take an enforcement action against a user for a bypass unless

(a) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

(b) There were not feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

(c) The user submitted notices as required under paragraph (C) of this section.

(2) The City Manager may approve an anticipated bypass, after considering its adverse effects, if the City Manager determines that it will meet the three conditions listed in paragraph (D)(1) of this section.

SECTION 13 - MISCELLANEOUS PROVISIONS

13.1 Pretreatment Charges and Fees

The City may adopt reasonable fees for reimbursement of costs of setting up and operating the City's Pretreatment Program which

may include:

A. Fees for wastewater discharge permit applications including the cost of processing such applications;

B. Fees for monitoring, inspection, and surveillance procedures including the costs of collection and analyzing a user's discharge, and reviewing monitoring reports submitted by users;

C. Fees for reviewing and responding to accidental discharge procedures and construction;

D. Fees for filing appeals; and

E. Other fees as the City may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this ordinance and are separate from all other fees, fines, and penalties chargeable by the City.

13.2 Severability

If any provision of this ordinance is invalidated by any court of competent jurisdiction, the remaining provisions shall not be effected and shall continue in full force and effect.

SECTION 16 - EFFECTIVE DATE

This ordinance shall be in full force and effect immediately following its passage, approval, and publication, as provided by law.

ENACTED this 22nd. day of March, 1993.

CITY OF TITUSVILLE

By: Robert R. Rhoades
Robert R. Rhoades, Mayor

ATTEST:

Suzanne Birtciel
Suzanne Birtciel, City Clerk

First Reading: February 8, 1993

Second Reading: March 22, 1993

LONG TERM OPERATING AND MAINTENANCE EXPERIENCE FROM SOME PRESSURE SEWER PROJECTS

R. Paul Farrell, Jr., P.E.*
Senior Consultant
and
George A. Earle, III, P.E.
Director of Engineering

*Environment One Corporation
2773 Balltown Road
Schenectady, NY 12309
(518)346-6161

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R. Paul Farrell, Jr., P.E. *
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Environment One Corp.

* Environment One Corp., 2773 Balltown Rd., Schenectady, NY 12309-1090

ABSTRACT

The first grinder pump was developed thirty years ago, and numerous low pressure sewer systems (LPSS) using grinder pumps have now been in operation for periods up to two decades. Economic advantages of pressure sewers in a wide variety of appropriate circumstances were recognized decades ago. Dramatically lower total capital costs as well as deferral of major "up front" construction costs are particularly significant. On the other hand, many engineers and operating personnel have been, and some still are, reluctant to adopt LPSS because they have concerns that operating and maintenance requirements will be excessive. These concerns were prudent twenty-five years ago when pressure sewers and grinder pumps had no "track record." Today, however, there is a large body of well-documented experience showing the long term reliability and operating costs from LPSS all over the US. Detailed data, for periods up to eighteen years, was solicited from operators of several of these systems. This field experience, after analysis and reduction, comprises the heart of the paper. Three LPSS case studies are included which show that if a system is designed and constructed properly, the actual operating costs are far lower, and the maintenance much less frequent, than conventional wisdom would predict. A fourth case study emphasizes the freedom from infiltration/inflow that is characteristic of all properly constructed LPSS.

KEYWORDS: pressure sewers, operation and maintenance, reliability, operating experience, grinder pumps, small community infrastructure, case histories

INTRODUCTION

Pressure Sewers have come a long way since the ASCE sponsored development (Farrell, 1968 and Anon. 1969) and federally sponsored demonstration projects of the early 1970's (Carcich, 1972a and b, Mekosh, 1973 and Eblen, 1978). It was apparent early on that, in the right circumstances, pressure sewers offered dramatic capital cost savings. The first municipal project funded by the US Environmental Protection Agency (Gray 1975) served an initial section of the City of Weatherby Lake, MO containing 309 lakeside homes. The actual capital cost of $1.03mil was 2.2 times less than the engineer's estimate of $2.25mil for a conventional gravity system. This characteristic of dramatic savings in first cost continues to the present time. A project in Hume, Missouri built in 1993, invited bids on both pressure and gravity alternatives. Only one contractor even submitted a bid on the gravity alternate, and it was 73% higher than his bid for the pressure system. Several case histories will be reported including: 1) Fairfield Glade, Tennessee, a private development of second homes in the Cumberland Mountains, 2) Pierce County, Washington, an upscale residential community on the outskirts of Seattle and 3) the Hamlet of Cuyler, New York, a low income, rural crossroads community on

the northernmost edge of Appalachia.

In addition to affordable operating costs and low capital cost, another advantage of pressure sewers, accruing from the fact that it is a pressure-tight piping system; is the complete elimination of infiltration/inflow (I/I). This eliminates wet weather peak flows, and wastewater concentration into the plant is more constant, with significant benefits to the treatment process.

OBJECTIVES OF STUDY

Despite the undisputed advantage in capital cost, many engineers have been reluctant to recommend this technology because of real concerns about long term operating and maintenance requirements. This cautious attitude was understandable and fully justified twenty-five years ago when pressure sewers were first introduced and had no established record of proven long term performance. However, as this paper will show, there is no longer any reason to fear the O&M requirements of a well-engineered low pressure sewer system. Many projects have now been in routine operation for fifteen years or more, and quality data is available from several of them (Alexander, 1993, Feuss, 1996). Highlights of this experience and cost data are presented here in the belief that they can be of value to those still contemplating their first pressure sewer project.

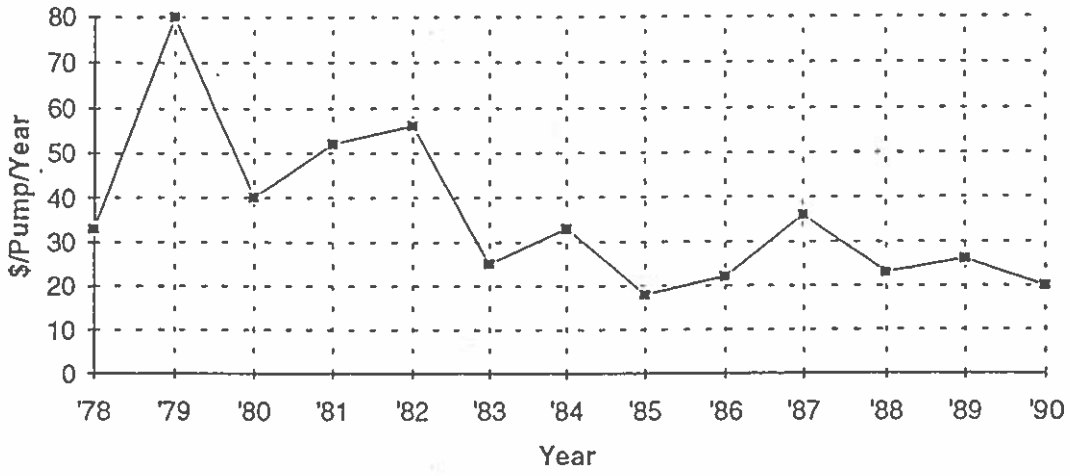
CASE STUDIES

Fairfield Glade

Fairfield Glade is a development of retirement and recreational homes on the Cumberland plateau of middle Tennessee. A large manmade lake and several golf courses plus the natural beauty of the Cumberland Mountains combines to make it a very desirable community. The topography is steep, and limestone is never far below the surface. Judicious use of some gravity and much pressure, plus a few temporary septic tanks in the most remote portions, have produced a hybrid system very low in operating cost, highly reliable, and in harmony with the natural environment. Construction began in 1978, and twenty (20) grinder pumps were installed the first year. Additional pumps have been added each year as new homes were built. The number has varied with trends in the economy over the past two decades. Currently, there are nearly one thousand grinder pumps in service. More than one hundred (100) were added in 1994. They are going in at this high rate not withstanding a generally slow housing market nationally. The owners speculate that this is perhaps because many of the owners are retirees with substantial equity and pensions moving from more severe northern climates.

The pressure sewer and grinder pumps are operated and maintained by an assigned crew of two, who also have other responsibilities. Detailed maintenance records are kept and informal summary reports written annually. From this operating data Gray (1991) derived the annual per pump O&M costs, plotted on Figure 1. He also noted that, even though the average age of the pumps is increasing, the per pump annual operating costs are still declining. The project manager attributes this to the fact that his crew has become ever more efficient at making repairs, while the manufacturer has made continuous improvements in the quality and features of the progressing cavity grinder pumps.

Fig. 1 Fairfield Glade Per Pump O&M Cost



Pierce County, Washington

Description

The Lakes Area in Pierce County, Washington is a very expensive neighborhood of full time residences, about forty miles SW of Seattle. Each house has its own grinder pump, many of which are duplex models. The project went on line in 1986. There are 900 grinder pumps and the project is completely built out.

Operation and Maintenance of Grinder Pumps

The Pierce County Department of Utilities operates the system. There are two operators whose responsibilities include all operation and maintenance. Detailed records are kept of the maintenance performed on each installation. Table 1 shows statistics from the most recent operations report, covering the twelve month period ending November 1995. The key conclusions from this report include:

1) This ten year old system was maintained by a two man crew who spent less than 1/3 of their time on this work.

2) The average cost of grinder pump maintenance was $34 per pump per year.

3) The mean time between service calls (MTBSC) for this ten year old, 800 pump, system is fifteen (15) years.

Table 1 -- Summary of Annual Maintenance Activity for 900 Environment One Grinder Pumps at Pierce County, WA
12 months ending Nov. 1995

Basic Data	
No. of pumps in system	900
Average age of pumps, years	10
No. of "red light" emergency calls	59
No. of pumps replaced in field	46
No. of pumps rebuilt in shop	51
No. of routine maintenance checks performed	190
Annual Costs -- $	
Rebuild pump cores in shop -- parts & labor	$16,191
Routine maintenance checks	$3,691
"Red light" alarm calls	$6,626
All other maintenance	$3,844
Average per pump costs -- $	
with routine checks	$34
without routine checks	$30
Labor Summary	
Yearly man-hours	1178
No. of operators	two
Man-ours per operator	589
Equivalent man-weeks	15
Equivalent man-months	4

Conclusions:

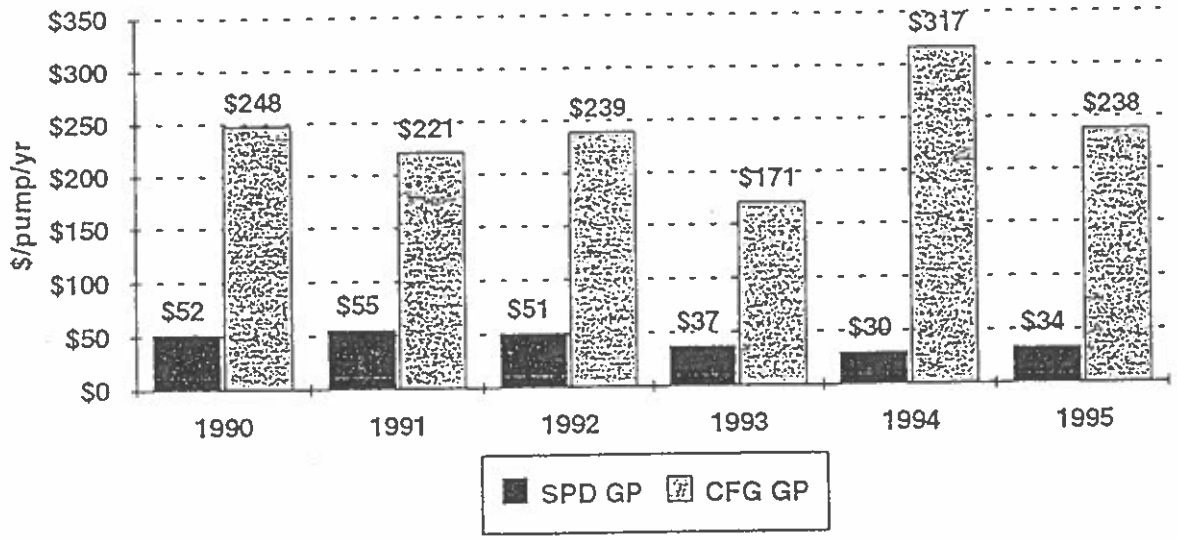
- Average annual pump O&M cost is $34.
- A two (2) man crew spends only 30% of their time maintaining this 900 pump system.
- Mean Time Between Service Calls (MTBSC) for this ten year old system is 15 years.

The reliability has been so much better than initially anticipated that a remote monitoring and data collection (SCADA) system was recently removed from service. It was creating more service calls than the pumps it was intended to monitor!

The data in Figure 2 is from the 1995 annual report. It shows that the average yearly operating and maintenance cost per pump for 1990 through 1995 was $43. For comparison, the data is shown from a smaller system of about 75 centrifugal (CFG) grinder pumps, operated by the same utility. Its average annual cost per pump is $239. This five to one difference in per pump O&M cost is attributed almost entirely to the necessity for preventative maintenance (PM) calls at four month intervals to keep grease from fouling the float switches. The semi-positive displacement (SPD) pumps have no similar need for preventative maintenance and are checked once every three years. In reviewing the original contract documents, it is evident the engineer had thoroughly studied and was familiar with these and other unique features of the SPD grinder pump because he stated therein that, "No equivalent product is known to the Engineer." The Department of Utilities believes that they will be able to eliminate all PM

calls on the 800 SPD pumps in the near future because experience is proving this to be a wasted expenditure of funds. Meanwhile, any available capital funds are being used to gradually replace the CFG grinder pumps with an after market version of the SPD type.

Fig. 2 Annual Grinder Pump O&M Cost
Lakes Area & Brown's Pt.- Pierce Co., WA



Odor Control

Pierce County has experienced some odor complaints originating from a large downstream lift station. This resulted from a combination of long residence times and warm summer temperatures. An Oxinite® system was installed in 1991. This proprietary process converts atmospheric oxygen to ozone electrostatically. It is a completely static, noiseless machine, housed above ground adjacent to the main pumping station. Ozone is blown into the sewage pump wetwell and has been very successful in eliminating complaints. The only operating costs associated with the Oxinite unit are for electric power and periodic cleaning of the intake air filters.

Line Maintenance and Cleaning

In 1994, at a time when the system had been in full operation for about eight years, a complete line cleaning project was carried out. Relatively soft sponge balls, one or two nominal sizes larger than the pipe, were used as "pigs". These were compressed and forced, at high velocity, through each reach of the system by means of a jet truck. A total of 15,700 linear feet of pressure main, ranging in diameter from 2" to 4", was cleaned. The shortest reach was 700 feet of 2", while the longest, was 5,000 feet of 3". Cost varied from 14 cents to 37 cents per linear foot, with an average of 23 cents. The biggest variable was labor costs for traffic control. A two-man crew with traffic cones was adequate in the quieter residential areas, but on thoroughfares it was necessary to employ flagmen, which roughly doubled labor costs.

The cleaning program was completely successful. All "pigs" were recovered and very little foreign

material was observed. It was concluded that the lines, which were sized according to criteria in the pump manufacturer's handbook (Environment One, 1992), are essentially self cleaning. This was a useful exercise for developing and proving technique if needed, but there are no plans for future routine cleaning.

Cuyler, New York

Background

In the early 70's Cuyler, NY was a classic example of failing septic tanks in an economically depressed, tiny rural community. There was no organized public works department. A resident farmer operates the snow plow that is kept in his barn. The hamlet supervisor was a storekeeper by day and the town's administrative head during his off hours.

The public health director for Cortland county, a sanitary engineer, heard about pressure sewers at an environmental seminar in 1976 and, after intensive further study, recommended it as the solution to Cuyler's problem. Two years later a pressure sewer system was installed which collected all the town's wastewater in 2, 3 and 4" SDR-21 PVC pressure pipes. These lines were laid just below the frost line at a depth of about 48 inches. Most pumps were placed indoors. The pressure collection system conveys the wastewater to a community septic tank and soil absorption system on the north edge of the village, where suitable land was available.

Financing and "self-help" Approach

A combination of EPA and FmHA funds financed the system, along with much local participation and contributions of professional services by a local engineer and attorney. The county highway department and students from a nearby community college contributed common labor, equipment, and engineering supervision of construction. This "self help" approach, along with the inherent savings of pressure sewers, made this community's "impossible dream" financially feasible.

Operating Experience & Costs

Operation began in 1978, and results have been extremely gratifying. Cuyler has experienced a renewed vitality, and civic pride is very high. The health department is pleased that there are no more overflowing septic tanks to cause obvious nuisances and probable health hazards.

Five years after construction, Roy F. Weston, Inc. (1986), was commissioned by EPA to conduct a Post Construction Evaluation of the effectiveness of the project. Their conclusions were very favorable, and are quoted verbatim below:

1. "...although the total cost actually expended exceeds the $150,000 town-imposed limit, it came very close to the original estimate, and does substantiate the fact that the benefit of lowest possible capital cost was achieved. This is especially true when the cost estimates are adjusted to 1978 dollars.

2. The benefit of discharge elimination would appear to be completely achieved.

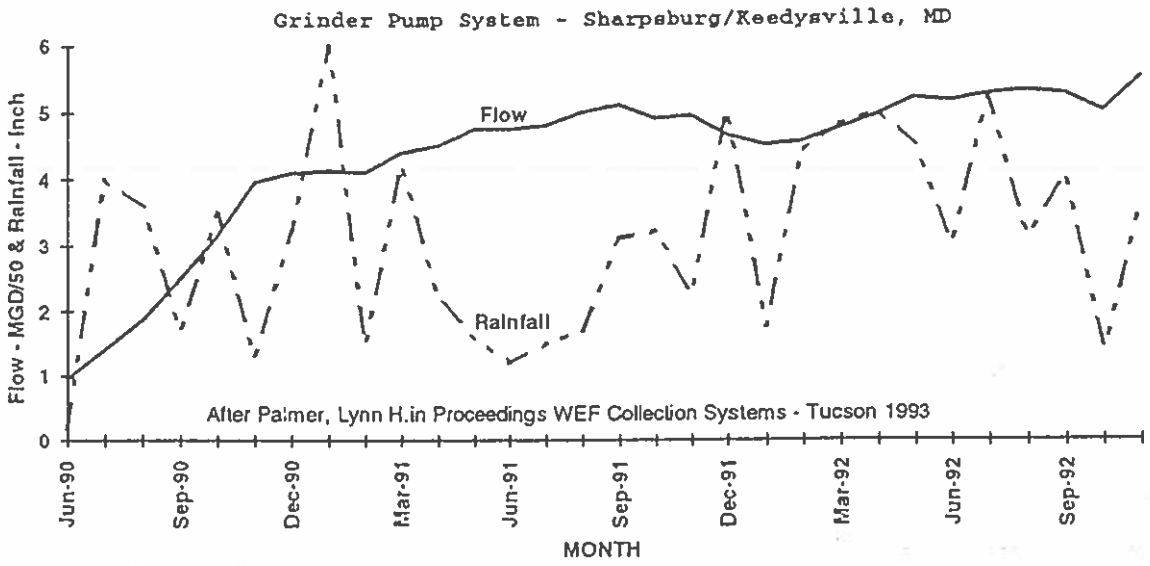
3. Overall, the operational responsibilities associated with this system have been easily managed by the small rural community of Cuyler. The benefits of minimizing operating costs and operational requirements and maximizing system reliability has been achieved."

An important part of this study was the economic evaluation, including O&M costs for the first five years. Recently the senior author, with assistance from the Town Clerk (Jackson, 1994) and the public health director, brought this economic analysis up to date so that it now includes twelve of the past fifteen years that the project has been in operation. The total annual cost per house (including collection, treatment, O&M and debt service) has averaged $251 over the fifteen year period from 1978 through 1993. The portion of this attributable to grinder pump O&M is $53 per pump per year.

Sharpsburg-Keedysville, Maryland

By its' very nature, a pressure sewer system, constructed of pressure tight piping, quite like a water system in reverse, must be virtually free of any routinely occurring infiltration. This can be of tremendous benefit to the treatment works, as a recent experience in Maryland shows. The two villages of Sharpsburg-Keedysville, which include historic Antietam Creek, were until recently, disposing of wastewater in a style more reminiscent of Civil War times, than the dawn of the 21st century. The historic nature of the site including many homes predating the Civil War, combined with narrow lots, underlain almost completely with limestone, ruled out gravity construction methods, even if cost had been no object. A pressure sewer system was chosen because of the minimum impact on the environment. It required only shallow, narrow trenches, nearly all above the limestone underlayment, and no blasting. As an added bonus, construction costs were far cheaper than gravity. The pressure sewer system consists of 664 SPD grinder pumps serving 815 houses, two main lift stations and thirty miles of PVC pipeline. This system conducts the flow to a new tertiary treatment works based on an oxidation ditch. During the first two full years of operation, influent flow records were kept and carefully compared to rainfall events (Palmer 1993). The conclusion, clearly evident from Figure 3, is that there was no correlation whatever between plant flow and external rainfall events. Therefore, the plant is 100% immune to the infiltration/inflow that plagues many treatment works served by other, older type, collection systems.

Fig. 3 Rainfall vs Flow



CONCLUSIONS

1.) Significant capital cost savings and reduction in environmental impact have been documented in pressure sewer systems which are in everyday use in a variety of situations from coast to coast.

2.) Such systems have now been performing successfully for periods up to twenty (20) years.

3.) O&M needs are affordable and require a workforce with skill levels no higher than those needed to operate existing pump stations and treatment works.

4.) The effects of pressure sewage on treatment are generally insignificant, and a 100% pressure collection system has the distinct advantage of being entirely immune to Infiltration/Inflow.

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MILLER PUMP SUPPLY
PHONE 814-864-4871
FAX 814-864-4873

10/25/95

NORTHWEST ENGINEERING
RD#1 RT 62
BOX Q
TIDIOUTE, PA 16351
ATTN: JEFF MEANS

SIMPLEX
LI FT STATION
PAGE 1/1

952510PB
1J25105A

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTE:

HYDROMATIC SIMPLEX GRINDER PUMP SYSTEM CONSISTING OF THE FOLLOWING

1 HYDROMATIC MODEL SPG200, SUBMERSIBLE GRINDER PUMP, 2 HP, 230/1/60 15' CORDS, 1 1/4" DISCHARGE, SEAL FAILURE, HEAT SENSOR, **SIZED PER APPLICATION, PIPING SHIPPED LOOSE.

1 HYDROMATIC MODEL FBHRGS2484, FACTORY BUILT HYDRORAIL SYSTEM, 24X84" FIBERGLASS BASIN, ANTI-FLOTATION FLANGE, SPLIT STEEL COVER, PEDESTAL MOUNT FOR PANEL (SHIPPED LOOSE), BALL CHECK VALVE WITH PATENTED HYDRAULIC SEALING FLANGE, BRONZE GATE VALVE, GALVANIZED LIFTING CHAIN, 1 1/4" NPT DISCHARGE HUB LOCATED 3 FEET FROM THE TANK BOTTOM, AND 4" INFLUENT HUB (SHIPPED LOOSE)

1 HYDROMATIC SPC SIMPLEX CONTROL PANEL, NEMA 4X THERMOPLASTIC ENCLOSURE, PAD LOCK PROVISION, ONE CIRCUIT BREAKER, ONE HORSE-POWER RATED CONTACTOR AND AMBIENT COMPENSATED BIMETALLIC OVERLOAD RELAY, PUMP CONTROLLER BOARD, TERMINAL BLOCK, FLOAT OPERATION INDICATOR LIGHTS, HOA SWITCH, RUN LIGHT, FLASHING ALARM LIGHT, HIGH WATER ALARM, SEAL FAILURE

3 15' MERCURY FLOAT SWITCH, STANDARD WITH WEIGHT AND CORD SNUBBERS

APPROXIMATE NET PRICE $2,400.00

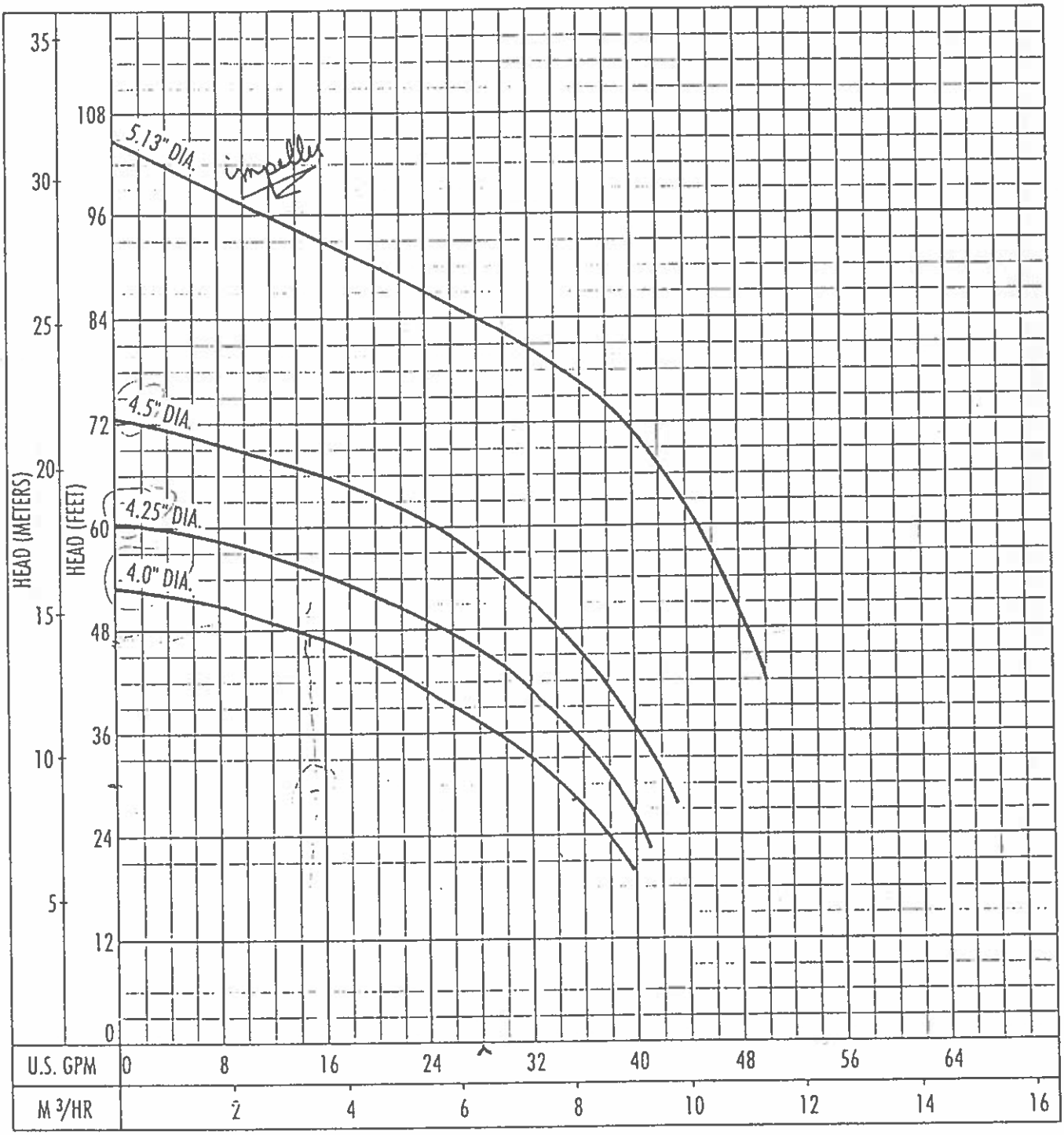
DELIVERY: 4-6 WEEKS
TERMS: NET 30 DAYS WITH APPROVED CREDIT
SHIPMENT: FOB FACTORY-FREIGHT ALLOWED

BY: PAUL BROWN

Performance Curve

SPGA

RPM: **3450** Discharge: **1-1/4"**



Operating point must fall within curve.

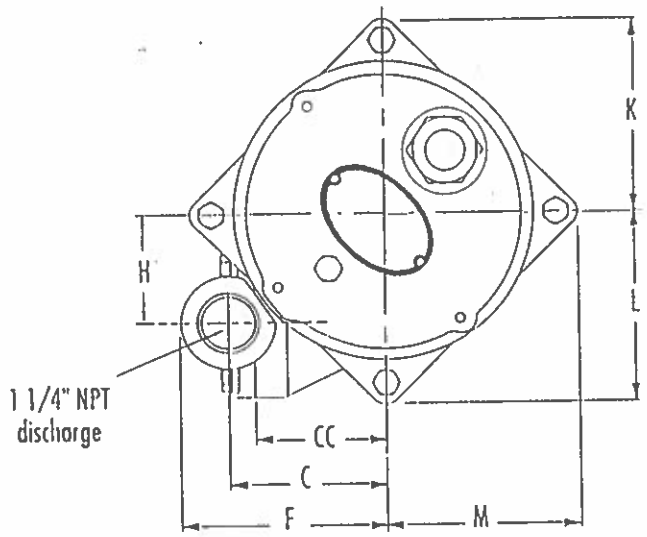
AURORA PUMP
A UNIT OF GENERAL SIGNAL

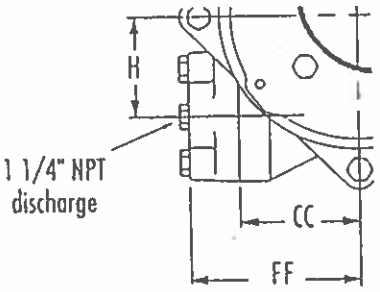
Conditions of Service:
GPM: _____ TDH: _____

HYDROMATIC™ PUMPS

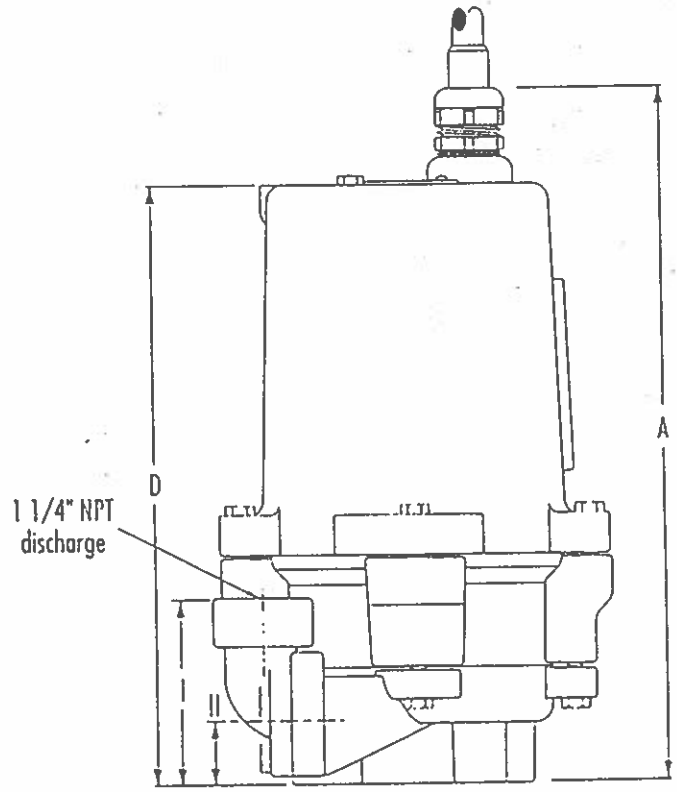
Dimensional Data SPGA

Dated SEPTEMBER 1993





Top View - Horizontal Discharge
(optionally available)



	A	C	D	F	FF	H	I	K	L	M	CC	II
SPGA	16-3/4	3-3/4	14-7/16	4-15/16	4-7/16	2-5/8	4-1/2	4-5/8	4-5/8	4-5/8	3-1/8	1-11/16

ALL DIMENSIONS IN INCHES
NOTE: CASTING DIMENSIONS MAY VARY ± 1/8"

MODEL: SPGA — Grinder Pump

R.P.M.	3450
MOTOR TYPE	SUBMERSIBLE, OIL COOLED INDUCTION
MOTOR DESIGN NEMA TYPE	B (3ø) L (1ø)
GENERAL INSULATION CLASS	B
STATOR WINDING CLASS	B
MAXIMUM STATOR TEMPERATURE	266°F
MOTOR PROTECTION	BI-METALLIC, TEMPERATURE SENSITIVE DISC, SIZED TO OPEN AT 120°C AND AUTOMATICALLY RESET @ 30–35°C DIFFERENTIAL, ONE IN SINGLE PHASE, TWO IN THREE PHASE
VOLTAGE TOLERANCE	±10%

HP	VOLTAGE	PHASE	NEC CODE	SF	FULL LOAD AMPS	SF AMPS	START KVA	RUN KVA	MTR. EFF. 100% FL	MTR. EFF. 75% FL	MTR. EFF. 50% FL	PWR. FACT. 100% FL	PWR. FACT. 75% FL	PWR. FACT. 50% FL
2	230	1	J	1.2	13.5	16.6	14.3	3.1	58	54	46	84	77	68
	208	1	H	1.2	14	17.5	12.3	2.91	55	54	44	91.8	88.7	81.8
	230	3	J	1.2	7	8.6	14.8	2.79	66	62	54	80	73	54
	460	3	J	1.2	3.5	4.3	14.8	2.79	66	62	54	80	73	54
	575	3	G	1.2	2.7	3.2	11.6	2.69	64	62	54	88	86	81

MODEL: SPGA — Grinder Pump

Physical Data:

DISCHARGE SIZE	1¼"
IMPELLER TYPE	SINGLE STAGE, 5 VANE, SEMI-OPEN WITH HYDRODYNAMIC SEALING VANES
CABLE LENGTH	15' STANDARD 30' OPTIONAL
PAINT	PAINTED AFTER ASSEMBLY BEFORE TESTING. GREEN, WATER BASE, ONE COAT, AIR DRY ENAMEL.

Temperature:

MAXIMUM LIQUID	140°F
MAXIMUM STATOR	266°F
OIL FLASH POINT	390°F
HEAT SENSOR Open: Closed:	257°F MAX./239°F MIN. 194°F MAX./149°F MIN.

Technical Data:

POWER SENSOR CORD TYPE		SINGLE CABLE TYPE SOW/SOW-A, CSA/UL APPROVED, WATER RESISTANT 600V, 60°C
MATERIALS OF CONSTRUCTION	MOTOR HOUSING	CAST IRON ASTM A-48 CLASS 30
	CASING	CAST IRON ASTM A-48 CLASS 30
	IMPELLER	GE NORYL GFN2 WITH BRONZE INSERT
	CUTTERS Stationary: Upper (Axial): Lower (Radial):	 440C STAINLESS STEEL HARDENED TO 55-60 ROCKELL C 440C STAINLESS STEEL HARDENED TO 55-60 ROCKELL C 440C STAINLESS STEEL HARDENED TO 55-60 ROCKELL C
	MOTOR SHAFT	303 STAINLESS STEEL
	HARDWARE	316 SERIES STAINLESS STEEL
	"O" RINGS	BUNA N
MECHANICAL SEALS		UPPER AND LOWER CARBON/CERAMIC, TYPE 21, BF1C1
UPPER BEARING		(RADIAL) SINGLE ROW — BALL — 6203
LOWER BEARING		(THRUST) SINGLE ROW — BALL — 6306
MIN. B-10 BEARING LIFE		50,000 Hrs

MODEL: SPGA

1.01 GENERAL

A. Contractor shall furnish all labor, materials, equipment and incidentals required to provide 1 (Qty.) submersible centrifugal sewage grinder pump(s) as specified herein.

2.01 OPERATING CONDITIONS

A. Each pump shall be rated 2 H.P., 230 volts, 1 phase, 60 hertz, 3450 R.P.M. The unit shall produce _____ U.S. GPM at, _____ feet TDH.

3.01 CONSTRUCTION

A. Each pump shall be of the sealed submersible grinder type, model SPGA as manufactured by Aurora/ Hydromatic Pumps, Inc. The pump volute, motor and seal housing shall be high quality gray cast iron, ASTM A-48, Class 30. All external mating parts shall be machined and Buna-N Rubber O-ring sealed on a beveled edge. Gaskets shall not be acceptable. All fasteners exposed to the pumped liquid shall be 316 series stainless steel.

3.02 ELECTRICAL POWER/CONTROL CORD

A. Electric power/control cord shall be SOW/SOW-A water resistant 600 V, 60 degrees C, U.L. and C.S.A. approved. The single cord shall incorporate both power and sensor leads and shall be a minimum of seven (7) conductors.

B. The motor cord-entry sealing assembly shall consist of the following four (4) components to ensure a positive, redundantly water tight seal:

1. Each individual lead shall be interrupted by a solid, uninsulated butt connector to prevent wicking of moisture through the conductor strands. The leads shall then be isolated by a nylon separator to prevent arcing and surrounded with a dielectric epoxy barrier for absolute liquid stoppage.
2. The cord moisture seal shall consist of a P.V.C. jacket molded to the O.D. of the cord which encapsulates the cord O.D. and the O.D. of the motor connection leads.
3. Sealing of the inside diameter of the motor housing entrance shall be accomplished by the mating of a chamfered pilot on the molded cord jacket with a taper machined in the entrance and secured by a threaded cord grip.
4. The sealing components shall be mechanically isolated from any strains by a two-piece cord grip which will securely grip the molded cord jacket above the moisture-sealing components and bear any mechanical forces applied to the cord. Additionally, the cord grip shall provide redundant sealing of the molded cord jacket O.D.

3.03 MOTOR

A. The stator, rotor and bearings shall be mounted in a sealed, dielectric oil filled, submersible-motor housing. The stator windings shall have Class B insulation, (130 degrees C or 266 degrees F). Three (3) phase motors shall be NEMA design B, and single phase motors shall be NEMA design L.

The pump and motor shall be specifically designed so that they may be operated partially dry or completely submerged in the liquid being pumped.

B. Stators shall be securely held in place with threaded fasteners so they may be easily removed in the field, and must be capable of being repaired or rewound by a local motor service station. No special tools shall be required for pump and motor disassembly.

C. Pump shall be equipped with heat sensors.

3.04 BEARING AND SHAFT

A. An upper single row ball radial bearing and a lower single row ball thrust bearing shall be provided. Bearings shall be permanently lubricated by the dielectric oil which fills the motor housing.

B. The shaft shall be machined from solid 303 stainless steel and be designed with large diameters and minimum overhang to reduce shaft deflection and prolong bearing and seal life.

3.05 SEALS AND SENSORS

A. The rotor and stator in the motor housing shall be separated and protected from the pumped liquid by an oil filled seal housing incorporating two type 21 carbon ceramic mechanical seals mounted in tandem. The seal housing shall be equipped with a moisture sensing probe installed between the seals, and the sensing of moisture in the seal chamber shall be automatic, continuous, and not require the pump be stopped or removed from the wet well.

3.06 IMPELLER

A. The impeller shall be designed for rough duty service and shall be of a five vane, semi-open design with hydrodynamic sealing vanes on the rear shroud. The impeller shall be constructed of glass-filled Noryl, with a permanently molded, hexagonally locked bronze insert. The impeller shall be of a non-overloading design and be factory or field trimmable to meet specific performance conditions. Wear or field trimming shall not deter the factory balance.

3.07 SELF-ADJUSTING GRINDER CUTTERS

A. The combination centrifugal pump impeller and grinder unit shall be attached to the common motor and pump shaft. The grinder unit shall be on the suction side of the pump impeller and discharge directly into the impeller inlet leaving no exposed shaft to permit packing of ground solids. The grinder shall consist of two stages. The cutting action of the second stage shall be perpendicular to the plane of the first cut for better control of the particle size and require no external adjustment. The grinder shall be capable of grinding all materials found in normal domestic sewage, including plastics, rubber, sanitary napkins, disposable diapers, and wooden articles into a finely ground slurry with particle dimensions no greater than ¼ inch. Both stationary and rotating cutters shall be made of 440C stainless steel hardened to Rockwell 55-60C and ground to close tolerance.

B. The upper (axial) cutter and stationary cutter shall be reversible and shall be completely self adjusting to provide new cutting edges for double life from each cutting part. The lower (radial) cutter shall macerate the solids against the I.D. of the cutter ring and extrude them through the slots of the cutter ring. The upper (axial) cutter shall cut off the extrusions as they emerge from the slots of the stationary cutter ring to eliminate any roping effect which may occur in pumps with a single stage cutter design.

3.08 PAINTING

A. The pump shall be painted after assembly, with any alkyd air dried lead free enamel with a minimum mil thickness of 3 to 4 mils.

4.01 TESTING

A. Commercial testing shall be required and include the following:

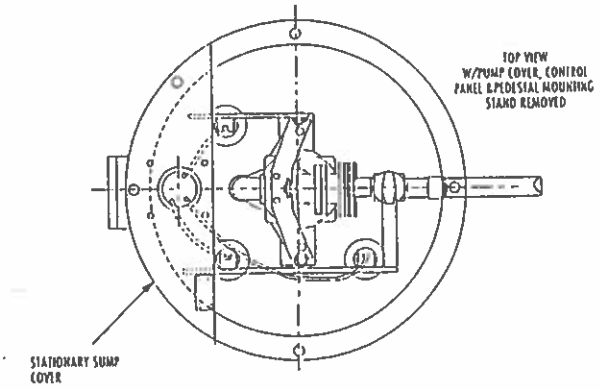
1. The pump shall be visually inspected to confirm that it is built in accordance with the specification as to HP, voltage, phase and hertz.
2. The motor and seal housing chambers shall be hi-potted to test for moisture content and/or insulation defects.
3. Pump shall be allowed to run dry to check for proper rotation.

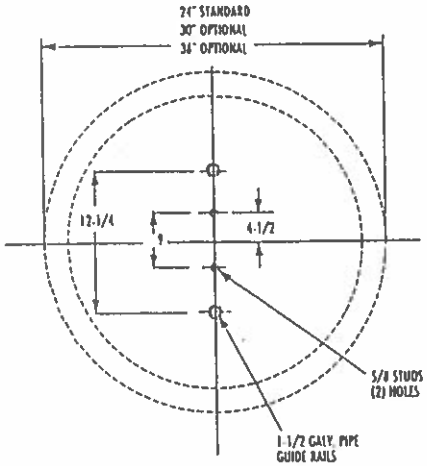
4. Discharge piping shall be attached, the pump submerged in water and amp readings taken in each leg to check for an imbalanced stator winding. If there is a significant difference in readings, the stator windings shall be checked with a bridge to determine if an unbalanced resistance exists. If so, the stator will be replaced.

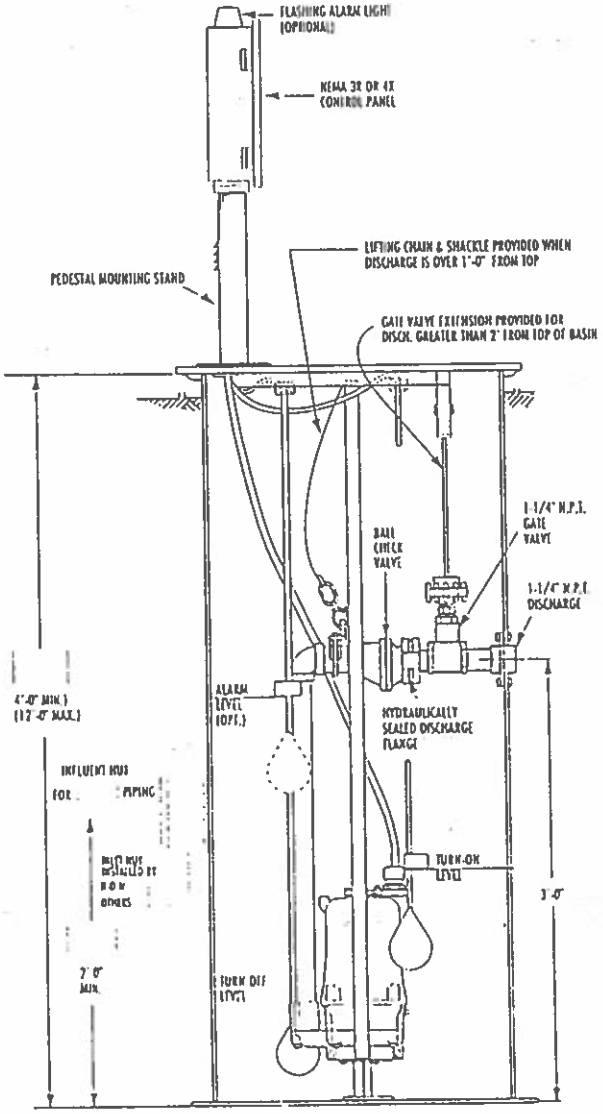
5.01 WARRANTY

A. The pump unit or any part thereof shall be warranted against defects in material or workmanship for one year from date of installation or 18 months from date of manufacture, whichever occurs first, and shall be replaced at no charge with a new or remanufactured part, F.O.B., factory or authorized warranty service station. The warranty shall not assume responsibility for removal reinstallation or freight, nor shall it assume responsibility of incidental damages resulting from the failure of the pump to perform. The warranty shall not apply to damage resulting from accident, alteration, design, misuse or abuse.

SIMPLEX FIBERGLASS INSTALLATION WITH PEDESTAL MOUNTED PANEL

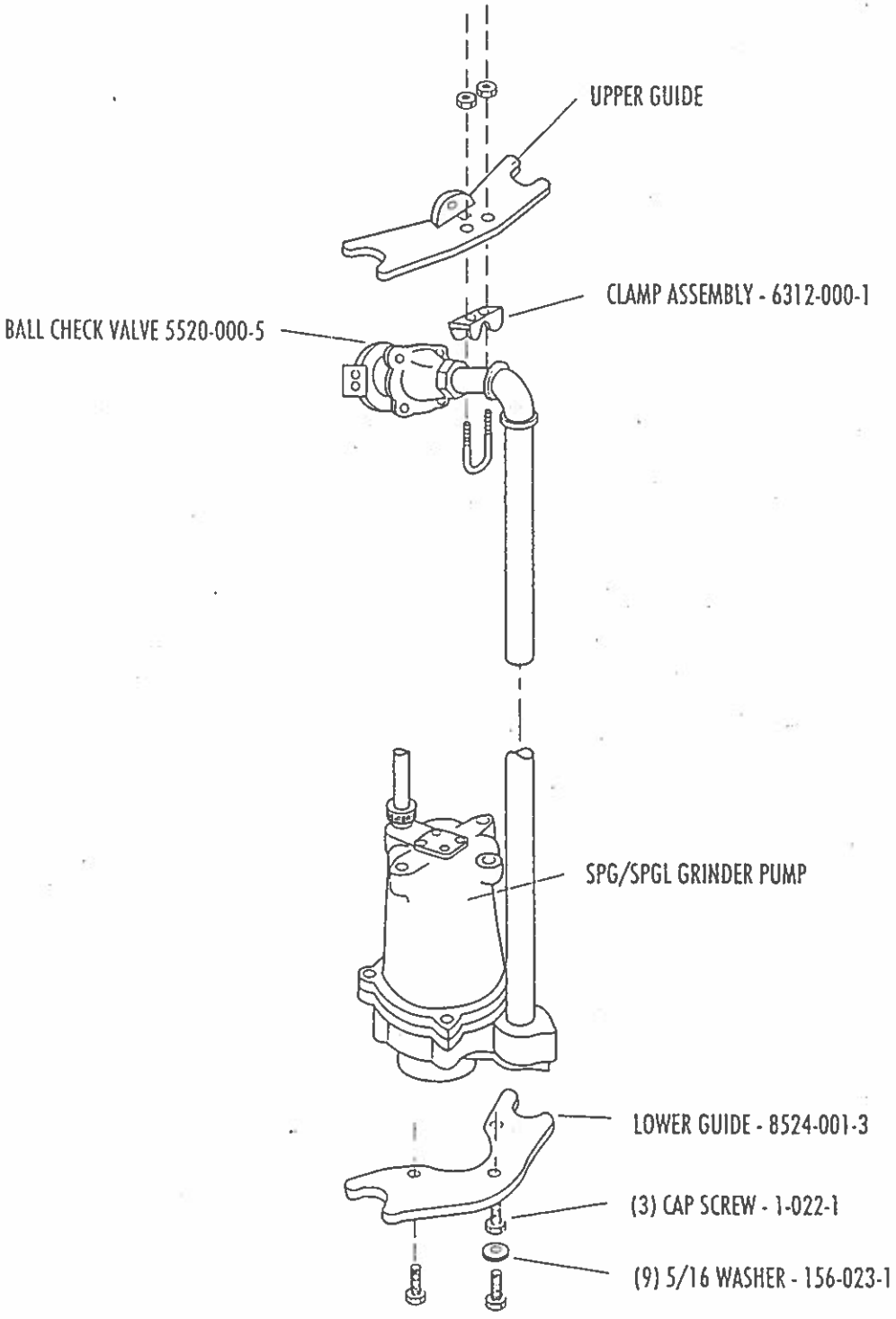






ALL DIMENSIONS IN INCHES

DISCHARGE PIPING AND RAIL GUIDE ASSEMBLY



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PUMP CONTROLS FOR 2HP GRINDER PUMPS

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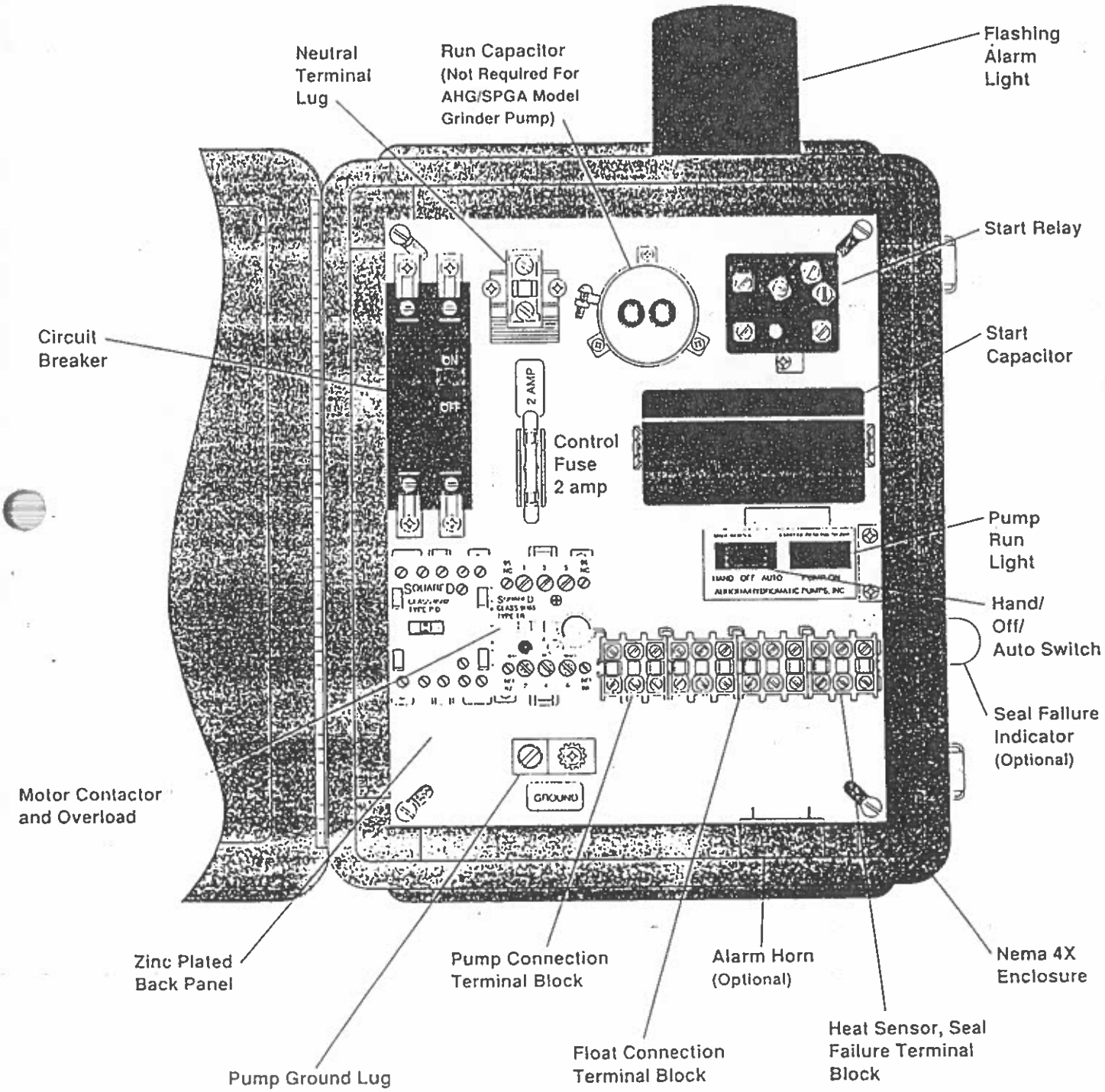

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Each panel comes standard with: a Pump Run Light, an H-O-A switch and a shatter resistant Alarm Light. A Seal Failure indicator and Alarm Horn are optional.

The SPC Panel is a component of the total Hydromatic Grinder System which also consists of our basin package and grinder pumps.

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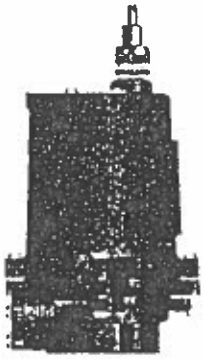

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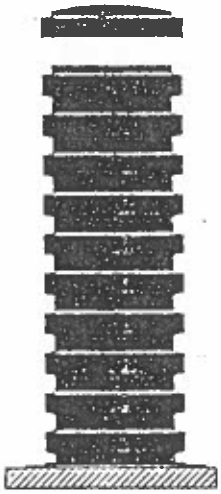

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SPC SPECIFICATIONS

ENCLOSURE MATERIAL:
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STANDARD FEATURES:
For 200/230V, 1Ø, 60HZ Service

- Properly Sized Pump Capacitors/Relay
- Circuit Breaker, Contactor, Overload all Sized to UL/NEC Specifications
- Panel Built with UL & CSA Components
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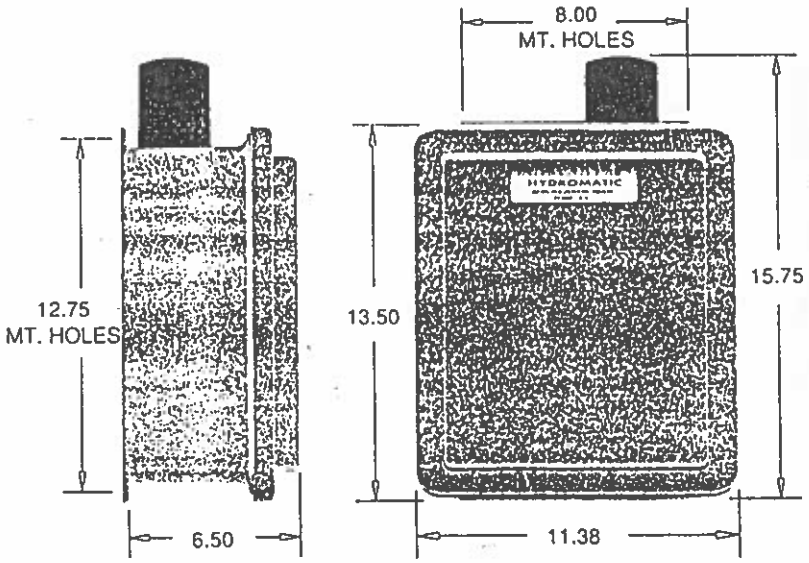
- Pump Run Indicator Light
- HOA Switch
- Lexan Shatter Resistant Alarm Light
- Complete Installation Instructions



Part No.	Standard Options	Hydromatic Grinder Pump Models
63900-000-7	Alarm Flashing Light	SPG200M2-2, SPGL200M2-2
63900-001-7	Alarm Flashing Light	SPG200M7-2, SPGL200M7-2
63900-004-7	Alarm Flashing Light	SPGA200M2-2, SPGA200M7-2, AHG200M2-2, AHG200M7-2
63910-000-7	Alarm Flashing Light/Seal Failure	SPG200M2-2, SPGL200M2-2
63910-001-7	Alarm Flashing Light/Seal Failure	SPG200M2-7, SPGL200M7-2
63910-004-7	Alarm Flashing Light/Seal Failure	SPGA200M2-2, SPGA200M7-2, AHG200M2-2, AHG200M7-2
63920-000-7	Alarm Flashing Light/Horn/Seal Failure	SPG200M2-2, SPGL200M2-2
63920-001-7	Alarm Flashing Light/Horn/Seal Failure	SPG200M7-2, SPGL200M7-2
63920-004-7	Alarm Flashing Light/Horn/Seal Failure	SPGA200M2-2, SPGA200M7-2, AHG200M2-2, AHG200M7-2
63930-000-7	Alarm Flashing Light/Horn	SPG200M2-2, SPGL200M2-2
63930-001-7	Alarm Flashing Light/Horn	SPG200M7-2, SPGL200M7-2
63930-004-7	Alarm Flashing Light/Horn	SPGA200M2-2, SPGA200M7-2, AHG200M2-2, AHG200M7-2

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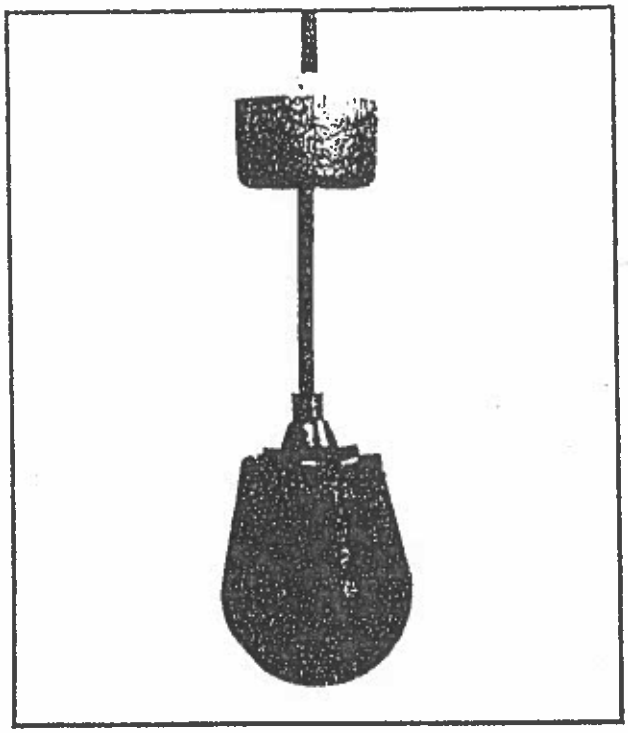
FLOAT SWITCH LEVEL CONTROL
MODEL 3900



- Most trouble-free control ever designed.
- For use in sewage and practically all chemical solutions.
- Designed for over 250,000 cycles of operation.
- Weight outside float holds switch at any desired height in sump.
- Weighted cords prevent the floats from hanging up on rails, ladders and other obstructions under turbulent wet well conditions.

3900 Specifications

GENERAL: Designed for operating sewage pumps to control liquid level in sumps. Can also be used to operate alarms to indicate high water conditions in sumps or tanks.

TYPES: 3900 Controls can be supplied with open or normally closed contacts.

Two normally open controls are used to control operation of a single pump. One control is set for turn off level and one control is set for turn on level. A magnetic starter contactor with a holding contact holds the circuit in after level drops below turn on control.

For two-pump operation 3 controls are used; one for turn off, one for turn on one pump, and one for turn on two pumps. An electric alternator is supplied to alternate pumps.

Normally closed switches can be supplied for pump up applications such as filling surface or elevated tanks. Normally closed switches are color coded yellow.

SWITCH SPECIFICATION: Switch has a recommended operating temperature range of 32°F to 160°F and has a rating of 13 AMPS at 115 or 230 Volts, A.C.

POWER CORD: Is 2-conductor #16 flexible cord type SJOW oil-resistant, 300-Volt.

FLOAT: The switch is sealed in a solid polypropylene float that is leakproof, shookproof and corrosion resistant to sewage and most chemicals. Consult factory for use with chemicals.

WEIGHT: The lead weight holds switch in sump at desired height. Height can be easily adjusted from the surface by raising or lowering the cord in the cord snubber. Weights of special materials can be supplied for use in chemicals.

SUPPORT BRACKET: A special support bracket is bolted to the junction box (if used), otherwise it bolts to the discharge pipe. Bracket has plastic cord snubber that holds the switches at the required height. Cords are spaced apart to prevent tangling.

Pennsylvania Department of Environmental Protection
230 Chestnut Street
Meadville, PA 16335-3481

November 4, 1997

Northwest Regional Office

814-332-6942
Fax: 814-332-6121

Mr. Gregory J. Smith
Northwest Engineering Inc.
R.D. #1, P.O. Box Q
Tidioute, PA 16351

RECEIVED
NOV 13 1997
NORTHWEST ENGINEERING INC

RE: Farmington Township
Preliminary Effluent Limitations
Farmington Township, Clarion County

Dear Mr. Smith:

I have prepared the preliminary effluent limits you requested in your September 18, 1997 letter to Patrick G. Williams of this office. Below are two sets of limits based on a discharge of .075 MGD to the unnamed tributary to Licking Creek. Based on limited stream quality data, we are concerned that the receiving stream may be adversely impacted by Acid Mine Drainage (AMD) to the point where it will not support aquatic life. Option 1 limits are based on the assumption that the first point of aquatic life protection is the Clarion River.

Option 1

	Loading (lb/day)		Concentrations (mg/L)		Monitoring		
Parameters	Monthly Average	Weekly Average	Monthly Average	Weekly Average	Instanteneous Maximum	Measurement Frequency	Sample Type
Flow			XX				
$CBOD_5$	15.6	23.1	25	40	50	2/month	8-hr comp
TSS	18.7	28.1	30	45	60	2/month	8-hr comp
Fecal Coliforms						2/month	8-hr comp
(5/1 - 9/30)			200/100 ml			2/month	grab
(10/1-4/30)			3,000/100 ml			2/month	grab
Total Residual Chlorine			.5		1.2	weekly	grab
pH			Within limits of 6.0 to 9.0 standard units at all times			weekly	grab

XX = Monitor and report on monthly DMRs.

Since we have insufficient stream water quality data at this time, Option 2 limits are provided to you, in the event the Department finds that the receiving stream supports aquatic life at the point of discharge.

Option 2

	Loading (lb/day)		Concentrations (mg/L)		Monitoring		
Parameters	Monthly Average	Weekly Average	Monthly Average	Weekly Average	Instanteneous Maximum	Measurement Frequency	Sample Type
Flow			XX			2/month	8-hr comp
$CBOD_5$	15.6	23.1	25	40	50	2/month	8-hr comp
TSS	18.7	28.1	30	45	60	2/month	8-hr comp
NH_3-N							
(5/1 - 10/31)	1.9		3		6	2/month	8-hr comp
(11/1 - 4/30)	5.6		9		18	2/month	8-hr comp
Fecal Coliforms							
(5/1 - 9/30)			200/100 ml			2/month	grab
(10/1-4/30)			3,200/100 ml			2/month	grab
Total Residual Chlorine			.14		.32	weekly	grab
D.O.			Not less than 5 at any time				
pH			Within limits of 6.0 to 9.0 standard units at all times			weekly	grab

XX = Monitor and report on monthly DMRs.

We support your efforts to provide adequate sewage disposal facilities in this area. However, we are unable to make a determination on the appropriate limits for your proposed system. A survey of the receiving stream is necessary to do so. Unfortunately, this survey cannot be completed by the Department until next year. You may propose this "first point of aquatic life use" survey if you desire to do so.

These limitations are preliminary and may change based on information available during the NPDES permit application review.

If you have any questions, please call me.

Sincerely,

John A. Holden
Sanitary Engineer
Water Management

JAH:lsc

cc: Ray Hasse
Richard Kaintz
Floyd Himes
File - Corres.

PUBLIC NOTICE

The Farmington Township Supervisors will hold a public meeting at 8:00 P.M. on Wednesday, May 6, 1998, at the Farmington Township building. The purpose of the meeting is to review the recommendations and costs included in the proposed Farmington Township Act 537 Sewage Facilities Plan. The recommendations within the plan include installation of a combination gravity/pressure sanitary sewage collection system to serve the villages of Leeper and Tylersburg and surrounding area. Treatment will be provided by a proposed wastewater treatment plant to be located southwest of the village of Tylersburg. The estimated costs for the service will be approximately $36.00 per month, per Equivalent Dwelling Unit (EDU) and on one time tap-in fee of $800.00 per EDU. A copy of the proposed plan will be available at the Farmington Township building for public inspection one week prior to the date of the meeting. Written comments will be received by Farmington Township Supervisors for 30 days from the date of this notice. All written comments will be addressed and incorporated into the Plan.

Nancy Mellon, Secretary
Farmington Township

No. ..... Term, 19 ..... RECEIVED 1998

Proof of Publication of Notice in The Derrick

UNDER ACT NO. 587, APPROVED MAY 16, 1929

...RTHWEST ENGINEERING I...

STATE OF PENNSYLVANIA,

SS:

COUNTY OF VENANGO,

Kimberly S. Vacanti ..... of Venango Newspapers, of the County and state aforesaid, being duly sworn, deposes and says that THE DERRICK, newspaper of general circulation published at Oil City, Pa., County and State aforesaid, was established in 1871, since which time THE DERRICK has been regularly issued in said County, and that the printed notice or publication attached hereto is exactly the same as printed in the regular edition and issue of the said THE

DERRICK on the following dates, viz: .....

.....

.....and the 7th day of April A.D. 1998

Affiant further deposes that he is authorized by VENANGO NEWSPAPERS, agent for THE DERRICK, to verify the foregoing statement under oath, and affiant is not interested in the subject matter of the aforesaid notice or advertisement, and that all allegations in the foregoing statements as to time, place and character of publication are true.

COPY OF NOTICE OR PUBLICATION

PUBLIC NOTICE

Farmington Township Supervisors will review the recommendations and costs included in the proposed Farmington Township Act 537 Sewage Facilities Plan as part of their regular meeting on Wednesday, May 6, 1998 at 8:00 pm at the municipal building in Leeper, PA. The recommendations within the plan include installation of a combination gravity/pressure sanity sewage collection system to serve the villages of Leeper and Tylersburg and surrounding area. Treatment will be provided by a proposed wastewater plant to be located southwest of the village of Tylersburg. The estimated costs for the service will be approximately $36.00 per month per Equivalent Dwelling Unit (EDU) and a one time tap-in fee of $800 per EDU. A copy of the proposed plan will be available at the municipal building for public inspection one week prior to the date of the meeting. Written comments will be received by Farmington Township Supervisors for 30 days from the date of this notice. All written comments will be addressed and incorporated into the Plan.

Nancy Mellon, Secretary
Farmington Township

Kimberly S. Vacanti

Sworn to and subscribed before me this 7th

day of April 1998

Barbara J. Moffatt

NOTARIAL SEAL
Barbara J. Moffatt, Notary Public
Oil City, Venango County, Pennsylvania
My Commission Expires April 29, 2001

My Commission Expires:

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Farmington Township

P. O. Box 148

Leeper, Pennsylvania 16233

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By .....

Farmington Township, Clarion County, PA
Tylersburg/Leeper Sanitary Sewage Collection and Treatment Project
Act 537 Plan

30-day Comment Period Results

The Farmington Township Supervisors advertised that they would be receiving written comments on the proposed Act 537 Plan from April 7, 1998 to May 6, 1998. A copy of the advertisement with proof of publication of notice is attached.

No written comments were received during the above mentioned 30-day comment period.

Farmington Township Supervisors

Phase I archaeological and geoarchaeological investigations at the proposed Farmington Township, Clarion County, Pennsylvania water-line corridor, 10 acre well supply area and well-site loci

BHP ER#: 97-2332-031-A

Report Prepared by

Frank J. Vento, Ph.D., PG-001831-G
Mr. Doug Storer
Clarion University of Pennsylvania
Clarion, Pa. 16214

Submitted to

Clarion County Farmington Township Board of Supervisors
and
Northwest Engineering, Inc.

December 10, 1998

FOREWORD AND ACKNOWLEDGEMENTS

Phase I archaeological and geomorphological inventory investigations were conducted at the proposed Farmington Twp. municipal water pipeline corridor, Leeper and Tylersburg, Pennsylvania. All fieldwork and report preparation were conducted under the auspices of the Quaternary Research Institute, Clarion University of Pennsylvania, Clarion, Pa. 16214, according to conditions outlined in the Scope of Work administered by the Farmington Twp. Board of Supervisors and Northwest Engineers, Inc.

Thanks is given to the field crew members (Doug Storer, Stan Weltner, Bud Wilshire, Frank Torchia) that worked on the project. Additional thanks is given to Drs. Robert McKay and Paul Raber for their work on the prehistoric and historic background/literature review sections of this report.

Special thanks is given to Mr. Doug Storer for his time and effort in the drafting of the maps and cross sections presented in the following pages.

Frank J. Vento, Ph.D.
Principal Investigator

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Figure 15 66
Typical soil stratigraphy encountered in shovel test probes emplaced along Segment C of water-l ine corridor.

1.0 INTRODUCTION

1.1 General

On April 28, 1998, Dr. Frank J. Vento, Professor of Geology at Clarion University of Pennsylvania and Director of the Clarion University Quaternary Research Institute was awarded a contract by the Farmington Twp. Board of Supervisors to conduct a Phase I archaeological inventory investigation along a proposed water-line corridor and well-site/water supply area. The object of the Phase I investigations was to discover whether any potentially significant historic or prehistoric resources might be impacted along various testable segments of the water-line construction corridor and water well study areas. It should be noted that much of the proposed water-line corridor lies immediately adjacent to macadam roadways and were excluded from testing due to the high degree of disturbance to the soils profiles in these areas. In many cases, the corridor will run along paved roads which had previously been extensively graded or raised during road construction or along recently constructed low flood plain zones of several small first-order streams.

The provisions of federal and state law protect significant cultural resources from adverse effects generated by publicly assisted or licensed projects. In this case, the major relevant legislation and implementing regulations include Section 106 of the National Historic Preservation Act of 1966 (Public Law 89-665) and the Pennsylvania Historic Preservation Act of 1978 (1978-273).

The significance of resources to be evaluated in terms of

their eligibility for inclusion on the National Register are described in Title 36, Part 60, of the Code of Federal Regulations:

> The quality of significance in American history, architecture, archaeology, engineering and culture is present in districts, sites, buildings, structures and objects that possess integrity of location, design, setting, materials, workmanship, feeling and association, and
>
> 1.) that are associated with events that have made a significant contribution to the broad patterns of our history; or
>
> 2.) that are associated with the lives of persons significant in our past; or
>
> 3.) that embody the distinctive characteristics of a type, period or method of construction, or that represent the works of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
>
> 4.) that have yielded, or may be likely to yield, information important in prehistory or history.

The significance of archaeological data generally is evaluated under the first, and more commonly, the fourth of the broad criteria listed above.

While the Bureau for Historic Preservation had indicated in their initial letter that Phase I studies would not need to address the potential for unrecorded historic structures and that no known historic structures would be impacted by the project, only a summary historical discussion of the area is included in this report. In addition, no known prehistoric sites had previously been recorded as occurring within the Phase I study area proper.

This final report describes the archaeological survey and

excavation methodology employed, the results of the investigations and recommendations for further archaeological work, if warranted. It discusses in detail the geology, geomorphology, pedology and depositional history of the study area as defined and interpreted from the literature review and field investigations.

1.2 MANAGEMENT SUMMARY AND RECOMMENDATIONS

The Phase I archaeological and archaeogeological inventory investigations described in this report, were conducted under the overall supervision of Dr. Frank J. Vento, Professor, Department of Geography and Geology, Clarion University of Pennsylvania during the summer and fall of 1998. The Farmington Twp. study area was divided into three distinct testable areas: 1) the water-line corridor (and its associated segments); 2) 10 acre water supply area; and 3) three defined well-site localities.

The purpose of the archaeological study was to determine whetherany potentially significant prehistoric cultural resources, would be impacted along the proposed Farmington Twp. water-line corridor or within those areas which might be utilized as water well collection sites.

It should be noted here that no previously recorded sites have been identified within the project area. By applying a sequence of documentary review, informant interviews, ecological/geomorphological assessment, surface pedestrian reconnaissance and subsurface shovel testing, the testable (undisturbed) segments of the proposed water-line construction corridor and associated well-site areas were intensively examined

(see Appendix A).

Within the limitations of this survey methodology and the extensive prior disturbance to much of the proposed construction corridor by past human activities (road, home, railroad, septic systems), we can report that no prehistoric sites were identified during the Phase I archaeological inventory investigations. The absence of any prehistoric sites within the project area was not unexpected considering: 1.) the absence of any second-order or larger tributary streams, 2.) distance from project area to the Clarion Rive Valley, 3) poor soil drainage conditions in parts of the study area; 4) youthful (recent to very late Holocene) age to the thin allvuvial deposits within the study area and 5.) prior disturbance from railroad, home, road and septic system construction activities.

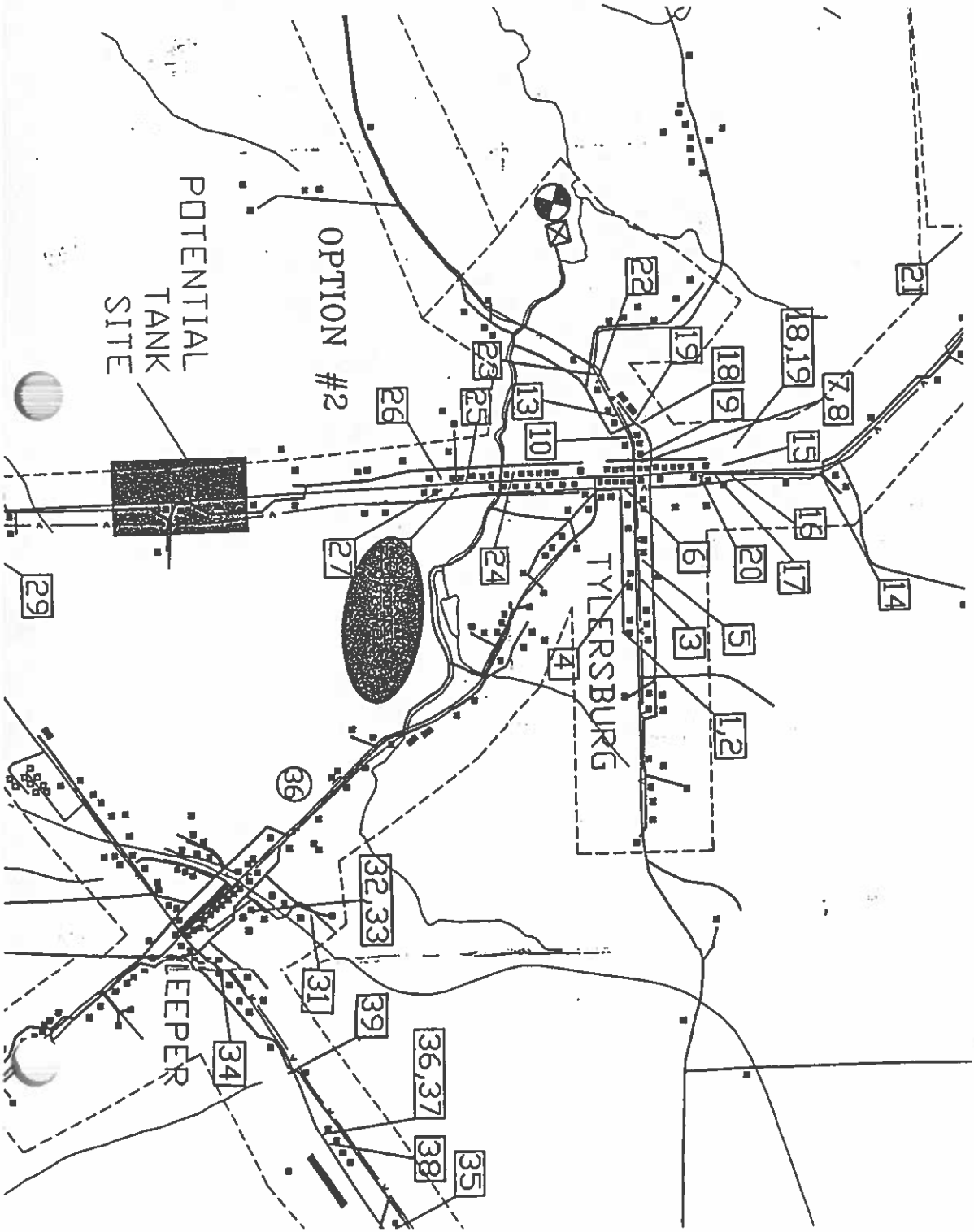
Although there is no strategy which can guarantee that all cultural resources have been identified, we submit that all reasonable tests have been made in an interdisciplinary manner, and that all potentials have been taken into account, and that the proposed water-line right-of-way and associated well-site areas are clear from adverse impact to any potentially significant cultural resources.

2.0 GENERAL SETTING

2.1 Location and Description of Project Area

A Phase I archaeological inventory investigation was conducted along 3048 m of a proposed water-line corridor and associated well supply areas in Farmington Twp., Clarion County, Pennsylvania (Figures 1 and 2). Of the total 3048 m (10058 ft)

Figure : 1 location of purposed water line construction corridor as well as 10 acre supply area



From: USGS 7.5 min. Tylersburg and Lucinda, PA Quadrangle, PR. 1973

LEGEND

● TW-1 PROPOSED TEST WELL SITE

SCALE: 1" = 2000'

FIGURE 2
Proposed Test Well Locations
Tylersburg - Leeper Area
Farmington Township, Clarion County, Pennsylvania

Meiser & Earl, Inc. / Hydrogeologists
1512 W. College Avenue
State College, Pennsylvania 16801
(814) 234-0813

of water-line construction corridor examined, ca. 915 m (3020 ft) or 32% of the proposed water-line will be placed within areas of extensive prior disturbance. Such disturbance events in the project area along which the line is positioned includes: paved road construction (i.e., Routes 66, Tylersburg Road, Lickingville Road), residential homes, buildings/roads for light industry, road grading, home construction and gas/electric line right-of-ways. Both undisturbed and disturbed areas of the project corridor identified during the Phase I field study are shown in Figures 3-7 for the various segments of the water-line corridor. For ease of discussion the water-line right-of-way has been broken down into a series of linear segments (Segments A1, A2, A3, B and C) which are described in detail in the Results of Investigation section of this report. These segments of the water-line right-of-way correspond to named reaches/segments of the line that were identified and subsequently tested during the field testing stage of the Phase I archaeological inventory investigations.

2.2 Purpose of Investigation

Under contract to the Farmington Twp. Board of Supervisors archaeological and geological consultants from Clarion University of Pennsylvania undertook extensive Phase I archaeological inventory investigations along 3048 m (10058 ft) of the proposed water-line corridor, well-site loci and a 10 acre water supply area. The purpose of the field investigations and literature review was to locate and assess, in terms of potential significance, any and all prehistoric and historic cultural resources or archaeological sites that are to be adversely

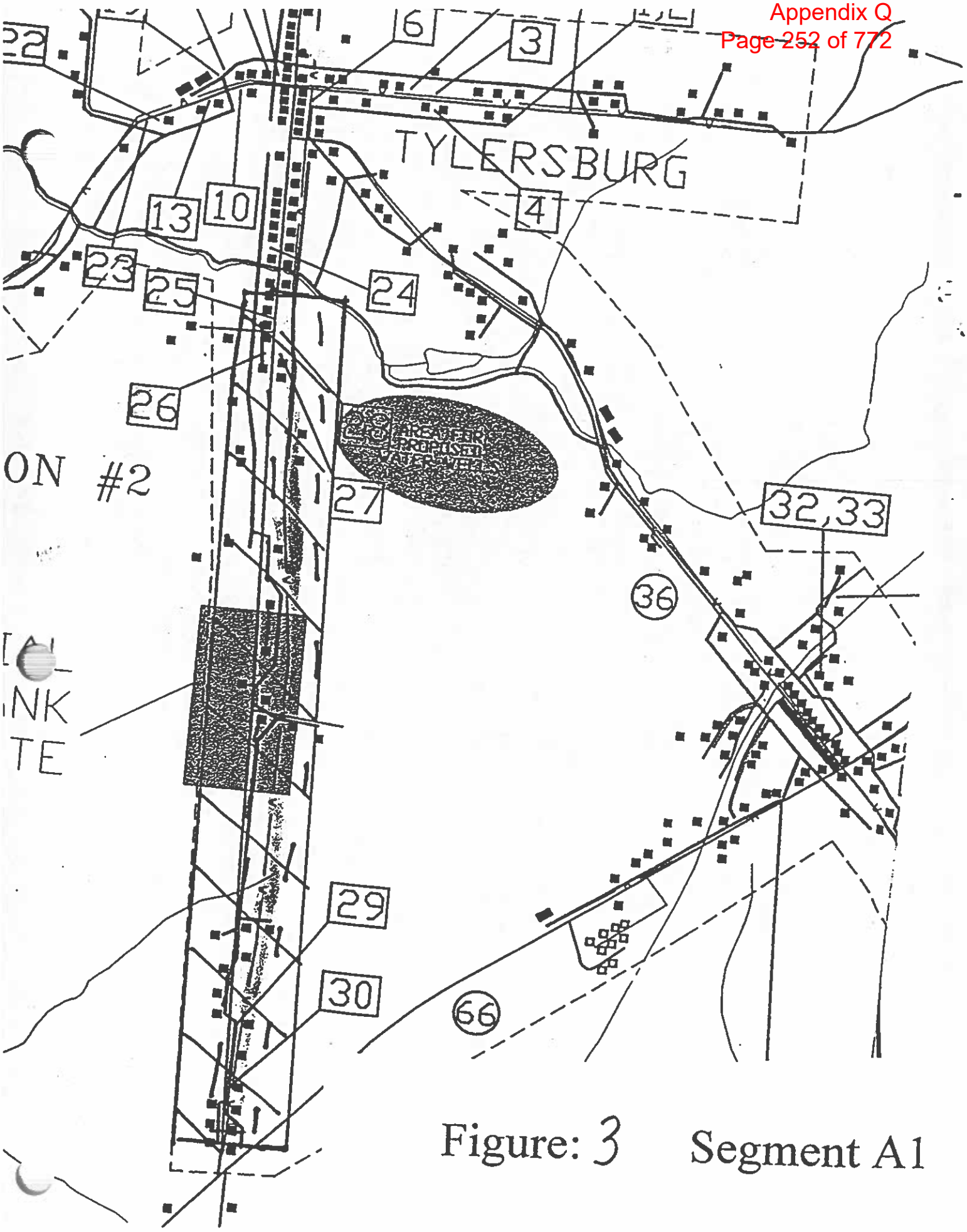


Figure: 3 Segment A1

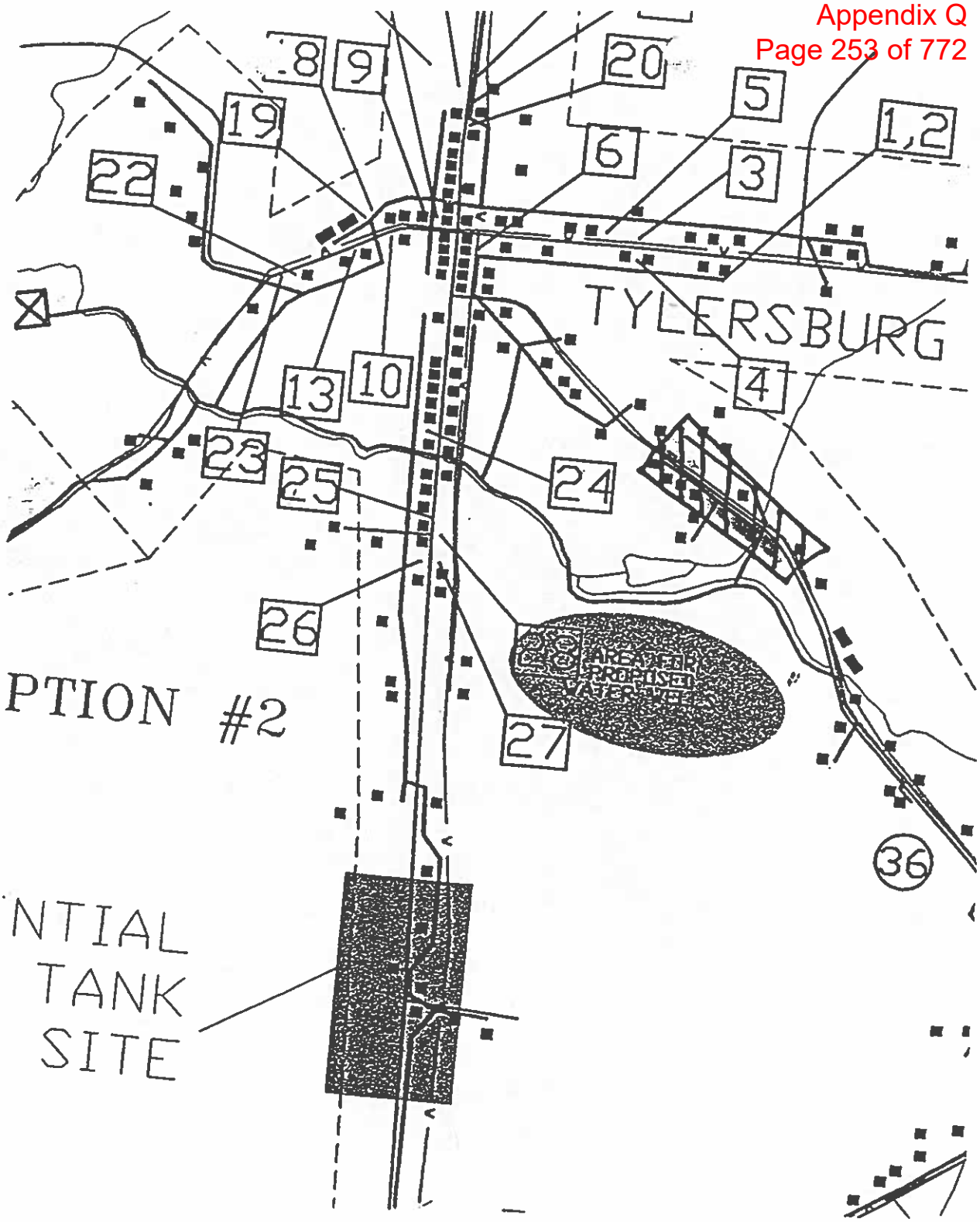


Figure: 4 Segment A2

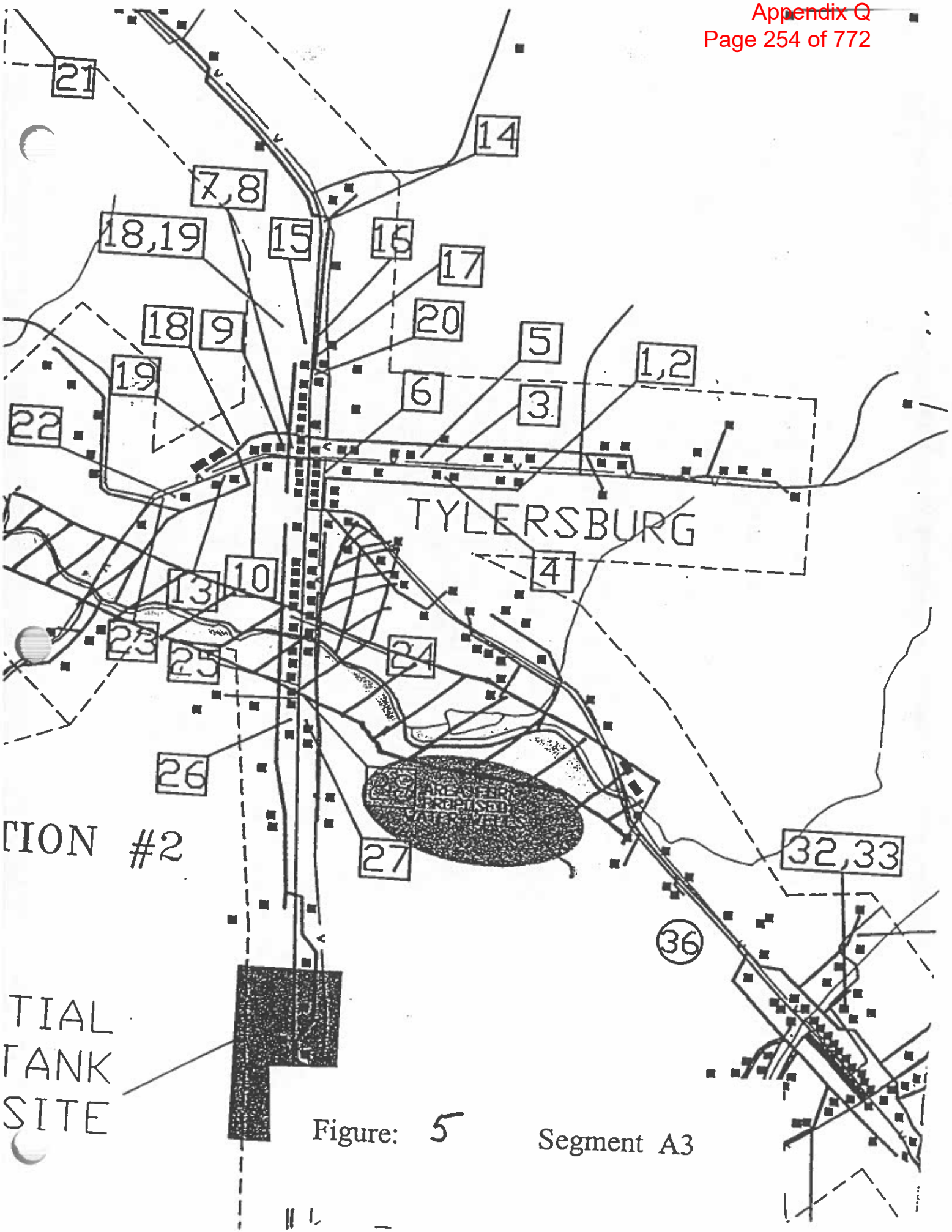


Figure: 5 Segment A3

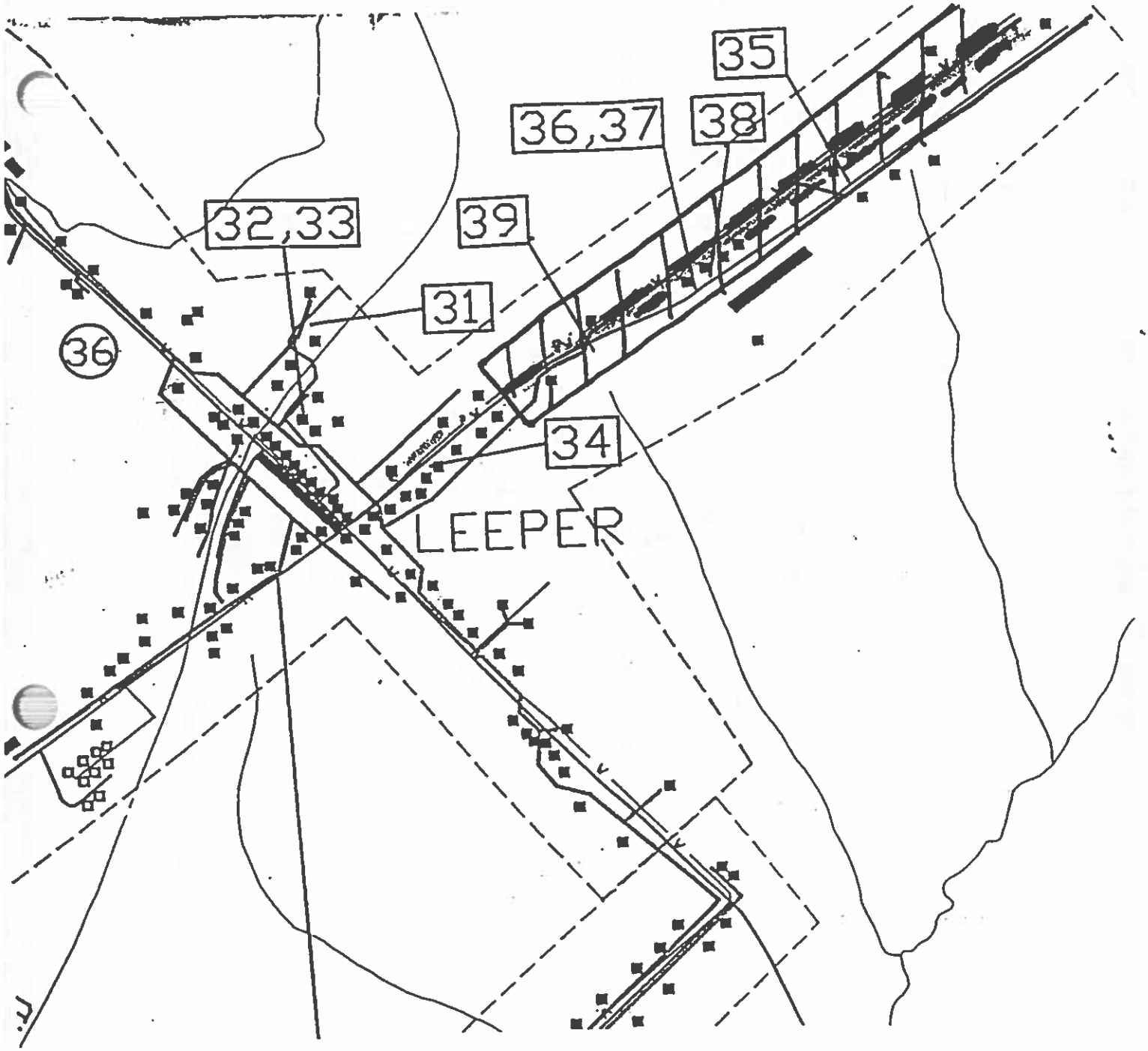


Figure: 6 Segment B

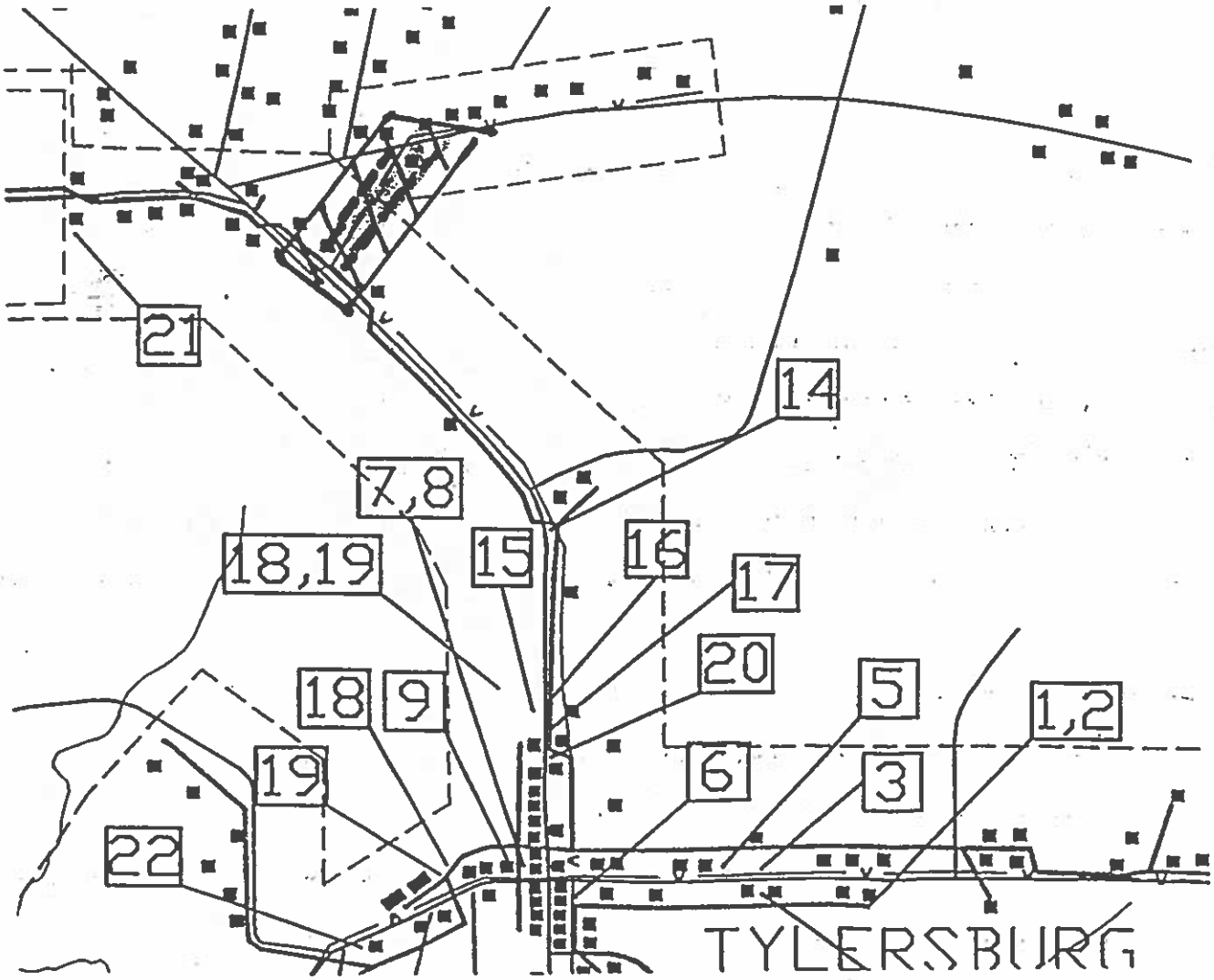


Figure: 7 Segment C

impacted by the proposed construction activities. Field work was designed to examine for both surficial as well as any deeply buried cultural resources. Potential significance was to be determined on the basis of National Register of Historic Places criteria.

2.3 Scope of Investigation (also see Field Methods section)

This investigation was performed under the overall supervision of Dr. Frank J. Vento, Professor, Department of Anthropology, Geography and Earth Science, Clarion University of Pa., Clarion, Pennsylvania 16214. This study included a review of both general and specific references on the archaeology, history, environment and geology of the project area. In addition, topographic maps, geologic soil survey maps and reports were reviewed.

Field investigations were initiated on August 20 1998 and subsequently completed on November 20, 1998. The field investigations were conducted in a series of sequential stages (site visit, pedestrian surface reconnaissance, and shovel testing). The results of the field, laboratory and culture resource literature review are presented in the following pages.

3.0 PERTINENT ENVIRONMENTAL BACKGROUND INFORMATION

3.1 Physiography

Geologically, Farmington Twp. is located in the Unglaciated Appalachian Plateaus section of the Appalachian Plateaus physiographic province. The northern boundary of the Unglaciated Appalachian Plateau section is drawn at the southern limit or edge of the Pleistocene ice sheets. In this section the strata have a

regional dip to the south, and altitudes increase in this direction. At the extreme southeastern portion of the section, the Wyoming Valley of the Ridge and Valley physiographic province separates a belt of Pennsylvanian age rocks on the west from Mississippian age rock of the Pocono Mountains to the east. On the southeast the Allegheny or Appalachian Plateau breaks off along the Allegheny Front, an imposing escarpment which overlooks the more varied, linear, structurally developed ridges and valleys of the Ridge and Valley physiographic province. The Allegheny Front marks and abrupt change in the style of deformation, the strata now turn up abruptly, and beyond they are heavily folded and faulted.

Surface rocks of the plateau or foreland area which extends from Pennsylvania into Kentucky consists largely of Pennsylvanian age continental and coal-bearing strata. These strata lie conformably above Mississippian and Devonian strata and are succeeded conformably in West Virginia and southwestern Pennsylvania by Permian age lithologies (Thornbury 1965).

The dendritic drainage pattern within the project area is developed on flat-lying Pennsylvanian age sedimentary rocks of the Allegheny and Conemaugh Groups. Presently, no large perennial streams occur anywhere within the study area. Rather, this flat upland plateau is drained primarily by a series of small intermittant rills and small, perennial first-order tributaries. The principal drainage line in this portion of northern Clarion County is the Clarion River which lies some 9.6 km (6 mi) to the east of the project area.

Typically, the ridgetops are at altitudes of 514 m (1700 ft) to 429 m (1400 ft) above mean sea level and correspond with the surface of the Allegheny Peneplain (erosional surface). Within the county, the difference in elevation between the hilltops and stream valleys is as much as 61 to 92 m (200 to 300 ft) along such drainage lines as the Clarion River, and the lower reaches of Toby Creek. Abrupt escarpments and rockshelter development is restricted to stream valleys where beds of resistant sandstone (e.g., Morgantown, Connelsville and Homewood Sandstones) are underlain or interbedded with flaggy sandstones and shales. This occurs primarily along the Clarion River valley proper where numerous rockshelter sites have previously been identified.

The moderately steep bedrock defended valley slopes in the project area exhibit a distinctive asymmetry with the north/northwest-facing valley slopes being steeper than the south/southeast slopes. This asymmetry is likely the result of earlier Quaternary periglacial conditions. Although, ice never reached this portion of Clarion County, the inner phase of the Illinoian glaciation is mapped some 80 km (50 mi) north-northwest of the project area. With the ice front so close, the landscape of the area was undoubtedly affected by glaciation. Processes such as nivation, frost wedging, hydrofracturing and gelifluction must have been active during glacial advances. The north-facing valley slopes sheltered from solar radiation would have had active nivation hollows present year round with gelifluction lobes seasonally developed on the south-facing slopes. The combined

effects of oversteepening via nivation and actively moving gelifluction lobes pushing the stream to the north would account for the steeper north-facing valley slopes as well as the presence of well-developed alluvial fans along both the north and south-facing valley slopes of the larger streams in the region (e.g., Clarion and Allegheny Rivers).

3.2 General Geology

The Pennsylvanian age bedrock which crops out in the general project area is ascribable to Allegheny (Lower Pennsylvanian) and Conemaugh (Middle Pennsylvanian) Groups. The most important group both commercially is the Allegheny Group which lies above the Pottsville Group. The Allegheny Group consists primarily of sandstones and shales with minable marine limestones (Vanport) and commercially important coal seams (Brookville, Scrubgrass etc.). Within the general project area, the Allegheny Group crops out along the valley bottom, valley slopes and low upland ridges. The Vanport Limestone member of the Allegheny Group frequently contains cherty nodules or lenses which could have been used aboriginally for flaked stone tool manufacture, however, no mapped cherty facies of the Vanport Limestone occurs in the general project area.

Stratigraphically, overlying the Allegheny Groups are rocks ascribable to the Glenshaw Formation of the Conemaugh Group. The Glenshaw Formation locally caps the upland ridges/drainage divides and is characterized by cyclic sequences of shales, sandstone, marine limestones/shales and coal. The base of the Glenshaw Formation (or Conemaugh Group) is mapped at the bottom of the

Upper Freeport Coal. The Glenshaw Formation is devoid of rocks suitable for flaked stone tool manufacture.

Structurally, the Appalachian Plateaus physiographic province is included within the Appalachian Plateaus structural province. Regionally, the units within this province consist of gently folded Devonian through Permian age sedimentary rocks which display shallow dips of less than 5° to the south/southeast or south/southwest, while the strike varies between 60° and 85° east of true north. Structurally, the project area is situated just north of the axis of a large, broad, synclinal fold, with the local bedrock dipping gently (less than 5°) toward the southeast (toward the synclinal axis) and are slightly folded in a southeast-northwest direction. **3.3 Drainage and Hydrology**

The fairly rugged (hills and valleys) of northern Clarion County is maturely dissected by numerous consequent streams and creeks which are part of the Clarion River watershed.

Within the project area the stream pattern is dendritic with numerous small internal links (rills) occurring on this high upland surface. No large perennial streams occur within the project area, and all streams present can best be classified as small, low discharge, youthful, first-order streams.

Presently flows/discharges along most of these unnamed tributaries can range from almost nothing periods of drought to as much as several hundred gallons per minute during flood events or during seasonal snowmelts. High discharges typically occur during the late winter and early spring in association with snowmelt and more effective precipitation (precipitation minus

evapo-transpiration). Low flows generally occur during the late summer and early fall in the study area.

3.4 Climate

Clarion County has a humid, temperate climate. Precipitation is well developed through the year with a slight maximum occurring in May, June and July, while seasonal soil water budget deficits typically occur during August, September, October and November as a result of decreased effective precipitation (precipitation minus evapotranspiration). There may be wide fluctuations of precipitation within a given year. Although Clarion County receives an average of 44.75 inches of rainfall per year, it has experience extremes of 35.89 inches (in 1960) and 53.20 inches (in 1956) (Leavy 1962).

The coldest months occur in December, January and February and have temperatures below freezing. Unofficial recordings of minus 25 to minus 30 degrees Fahrenheit have been recorded in certain localities for periods of a few hours. These ephemeral extremes are found where valley inversions exist and air drainage is retarded in restricted valleys. Daily changes of temperature during the winter and early spring cause frequent freezing and thawing of the ground. This is most common on south and west slopes which have little or no vegetative cover.

Late spring, summer and early fall temperatures are warm and sometimes even hot, but average around 64° Fahrenheit. Extremes for this period have occurred but they area recorded

frost-free periods, these being 98 days in 1950 and 188 days in 1957. This latter year also established records for both the earliest date of the last spring frost (April 16) and the latest date of the first fall frost (October 21).

3.5 Modern Flora

Clarion County is located in the Allegheny Section of the Northern Appalachian Division of the Hemlock-White Pine-Northern Hardwood Forest Region (Braun 1950). Other researchers might place the project area in the Sub-Basin 16 Floral Zone of the Upper Allegheny and Ohio River drainage system (Rizza and Hughes 1982). researchers. The first explorers and settlers in the area found it covered by virgin forest composed of white pine, hemlock and oak with an understory predominately of rhododendron (Davis 1968). This original dense cover of trees, however, has since been destroyed by clearing for housing, farming and commercial cutting.

The existing vegetative cover of the specific study area consists primarily of secondary and tertiary growth forest with a highly variable understory. Factors affecting the variation of these floral communities are the associated soil series, the time and amount of disturbance, the degree of slope and exposure of slope. Currently, commercial woodland and secondary and tertiary, natural forest stands cover over approximately 20 percent of the study area with the remaining 80% consisting of fallow fields and residential lawns.

The forested standa consist primarily of box-elder (Acer negundo), red oak (Quercus rubra), white oak (Quercus alba), alder (Alnus sp.), yellow birch (Betula allegheniensis), maple (Acer sp.), hickory (Carya sp.), white pine (Pinus strobus), hemlock (Tsuga), black willow (Salix nigra), crab apple (Crategus sp.), American hornbeam (Carpinus caroliniana), skunk cabbage (Symplocarpus foetidus), lycopodium (Lycopodium sp.), marsh marigold (Caltha palustris), violets (Violets sp.), mayapple (Podophyllum peltatum), black rasberries (Rubus occidentalis), jewelweed (Impatiens pallida), ferns (Filicineae), wild geranaium (Geranium maculatum), and various grasses (Graminae).

3.6 Modern Fauna

The general project area supports a wide range of terrestrial, avian and riverain fauna. This diversity is the result of a mixture of grasses, shrubs and forest types within a variety of topographic and physiographic settings. Based upon faunal information supplied to the Principal Investigator by Dr. Roger McPhearson, Professor, Department of Biology, Clarion University of Pennsylvania and correlative studies conducted in adjacent counties by the U.S. Fish and Wildlife Service, areas like Clarion County could be expected to contain about 45-48 species of mammals, over 140 species of birds, ca. 14-15 species of reptiles, 17-18 species of amphibians and almost a dozen species of game fish . Presently, no rare or endangered species inhabit lands within or adjacent to the project area.

White-tailed deer (Odocoileus virginianus) are the most abundant large mammal in the county. Clarion County presently

supports a relatively large deer population. White-tailed deer are generally considered a forest species, but they more typically prefer edge or ecotonal zones which combine areas of brush, young trees and open meadow/pasture-lands (Vento, Donahue and Adovasio et al. 1980, Vento et al. 1989). White-tailed deer occur throughout the county, however, the largest numbers are found north of Interstate 80.

In pre-Columbian times, deer were probably distributed throughout the region at densities of ca. 10 - 15 individuals per square mile. In the fall, this deer population congregated at localities which were heavy in mast (nut) production. During the winter months, deer distribution was largely conditioned by the severity of weather. During moderate winters, a more even distribution over valley floors, hills and ridge tops areas was maintained. Severe cold and snow, however, would have forced deer into sheltered coves and valleys. During the spring and summer an even distribution was again established (Vento et al. 1989).

Black bear (Ursus americanus) is the largest common mammal in Clarion County. Black bear are found throughout the more mountainous areas of the county, principally north of Interstate 80. Black bears are distributed at a density of ca. one adult bear for every 5 to 15 forested square miles (Vento et. al. 1989). Beech, sugar maple and birch constitute their primary food supply, supplemented by acorns, black cherries, huckleberries and blue berries. During the fall and summer, preferred ranges encompass steep terrain with dense understory. Fur-bearing animals are relatively abundant in the entire county and are found in nearly

all regions and on most soil types in the county. These principal fur-bearing taxa include: racoon (Procyon lotor), opossum (Didephis marsupialis), striped skunk (Mephitis mephitis), eastern spotted skunk (Spilogale putorius), wood chuck (Marmota monax), red squirrel (Sciurus niger), gray squirrel (Sciurus carolinenis), muskrat (Ondatra zibethicus), gray fox (Urocyton cineroargenteus), red fox (Vulpes fulva), eastern cottontail (Sylvilagus floridanus) and beaver (Castor canadensis). Game fish species (both natural and introduced) along the Clarion River include: brook trout (Salvelinus fontinalis), rainbow trout (Salmo gairdneri), brown trout (Salmo trutta), bluegill (Lepomis macrochirus), sunfish (Lepomis megalotis), largemouth bass (Micropterus salomoides), smallmouth bass (Micropterus dolomicui), channel catfish (Ictalurus punctatus) and various species of suckers, minnows and chubs. In general, pollution from oil, brine, agricultural fertilizers, coal mining and lumbering operations have unfavorable effects on native riverain species, but today, many of the major tributaries continue to support a viable, balanced fish community. It should be noted that none of the small streams within the general project area supports a viable game fish population which could have been utilized by aboriginal inhabitants of the region.

Most of the avifauna in the study area consist of songbirds rather than gamebirds. However, several types of gamebirds are native or present in the study area on either a permanent or seasonal basis. These include, wild turkey (Melagris gallopavo), American woodcock (Philohela minor), ruffed grouse (Bonasa umbellus) and canadian geese (Branta sp) as well as

a large number of ducks (Anas sp) which stop to rest and feed on lakes, ponds and rivers of Clarion County during their annual fall/spring migrations. During pre-Columbian times, wild turkey densities were probably on the order of 8 - 13 individuals per square mile. Ideal habitats for turkey were those containing mature oak forests with white oaks predominating. These conditions were found mainly on valley floors and lower valley slopes (Scheirier 1969, Vento et al. 1989).

The contemporary fauna of the general project area, though diverse, does not necessarily represent the full range of species that were available for exploitation by aboriginal populations during the late Pleistocene or Holocene. When compared to the proposed late Wisconsinan faunal list prepared for the Pennsylvania, the Holocene faunal data are much more limited. A cursory examination of late Pleistocene through Recent (12,500 B.P. to Present) faunal remains represented statewide indicates that considerably more species would have been available for aboriginal exploitation in the past than are now present.

3.7 Paleoenvironments

3.7.1 Paleoflora (Summary)

The major expansion of the Laurentide ice sheet took place beginning in the Late Wisconsinan stage at about 23,000 years ago and culminated in a maximum ice advance at approximately 18,000 years B.P. The ice sheet was in full retreat once again by ca. 10,000 years ago. Earlier glacial advances existed briefly far to the north of the project area from about 84,000 to 73,000 yrs. B.P. and were followed by a long interglacial/interstadial stage

with accompanying soil horizon development at ca. 30,000 years B.P. Another climatic deterioration began at ca. 23,000 yrs. B.P. and culminated in the glacial maximum noted above at ca. 18,000 B.P. Interglacial/interstadial climatic conditions were again established but with a lengthy, slow transition characterized by several ice advances or pulses which lasted from ca. 15,000 years B.P. to ca. 10,000 yrs. B.P. (Watts 1980b, Watts 1983:300). During all of the Pleistocene Epoch ice was absent from this portion of northern Pennsylvania and specifically from the project area. Although ice never reached Clarion County, the effects of glaciation in the form of periglacial landforms and features are clearly present throughout the region today in the form of rock fields, rock streams, fan development and asymmetric valleys.

A number of late Wisconsinan age floral localities in Pennsylvania (e.g., Rose Lake, Crider's Pond, Longswamp, Tannersville Bog and Corry Bog) have provided important information on the tentative reconstruction of the probable floral community which was present in the general project area during the full-glacial (Woodfordian Stade) and also during the final retreat of the late Pleistocene ice sheets.

At approximately 13,000 years B.P. the principal floral taxa present at Crider's Pond in southcentral Pennsylvania included jack pine (Pinus banksiana), fir (Albies sp), birch (Betula sp) and alder (Alnus rugosa). These taxa replaced the species-poor spruce (Picea sp) woodland recorded for the full-glacial (circa. 18,000 yrs B.P.). A similar flora assemblage invaded the spruce (Picea sp)-dwarf birch (Betula glandulosa)

association at Longswamp in southwestern Pennsylvania (Watts 1979), where gray birch (Betula populifolia) was also present (Watts 1983:306). Additionally, recent investigations at Corry Bog, in northwestern Pennsylvania by Cotter (1983), Cotter et al (1984) and Karrow et al (1984) indicate that the spruce pollen zone in Pennsylvania occurs between 14,250 to 11,250 B.P. Cotter (1983) and Cotter et al. (1983) state that the herb pollen zone lasted from 18,500 to 14,250 B.P. and that the basal age of the spruce pollen zone of sites near the Woodfordian drift border of Pennsylvania is approximately 14,250 B.P. rather than the 12,600 B.P. as suggested by Karrow et al. (1984).

Watts (1983:307) notes that clear differences exist between the floral history of the periglacial region to the south (i.e., Longswamp and Crider's Pond) and that of the region which was ice covered (i.e., Tannersville and Corry Bogs). The grass dominated tundra flora at unglaciated Longswamp is paralleled by sedge-dominated pollen floras at Tannersville Bog which was located at the edge of the ice margin. Since Tannersville Bog is located outside the drift border, in what must have been a similar ecotone during the late Pleistocene, it presently offers the best reconstruction of what probable taxa were present within the general study area during the period 25,000 to 10,000 yr B.P. At the end of the Pleistocene at Tannersville Bog the demise of sedge, aspen (Populus tremuloides), green alder (Alnus crispa) and invasion of trees in the sequence spruce (Picea sp), fir (Albies sp), jack pine (Pinus banksiana), gray birch (Betula populifolia) and pitch pine (Pinus rigida) can be demonstrated to have occurred

between 13,000 and 9,000 yr B.P. (Watts 1983:307).

An in-depth review of tree invasion has been discussed extensively in the recent literature (Davis 1976; Watts 1973; 1979; 1980b; 1983) and it has been demonstrated that the population of each tree species behaved independently of other taxa in reponse to climatic change (Watts 1983:307). Davis (1969) notes that the invasion of the northeast by forest was a relatively slow process. At Rodger's Lake, Connecticut glacial ice had retreated and tundra was present for over 2000 years before the invasion of spruce (Picea sp) took place, although spruce was already present in unglaciated Pennsylvania as the ice withdrew (Davis 1969). For a more detailed review of paleoclimatic changes in Pennsylvania as they relate to genetic stratigraphy and atmospheric circulation change see Vento and Rollins (1989).

In summation, following the retreat of the late Wisconsinan glaciers ca. 15,000 years ago, tundra plants colonized the landscape in northwestern Pennsylvania. Tundra pollen assemblages from late-glacial deposits in the eastern United States contain high (up to 40%) percentages of sedge pollen. At this time (circa. 15,000 B.P.) forests of spruce and pine in the south were replaced by deciduous trees (Davis 1983:179). At ca. 12,000 B.P. spruce woodland replaced tundra in western Maryland, western and central New York and southern New England. The appearance of spruce over such a wide area indicates: 1) the rapid migratory speed of spruce and 2) a climatic amelioration at 12,000 yrs B.P. that allowed spruce to grow in regions where it was previously

limited by climate (Davis 1983:179).

At about 10,000 yrs B.P. forests of variable composition developed in the northeast. These forests underwent a series of successive changes with the arrival of new northward migrating taxa. By 5,000 yrs B.P. in the northeast, a number of taxa indicative of warmth and dryness declined in abundance. This occurrence suggests the end of the Middle Holocene age Hypsithermal/Altithermal climatic event. According to Davis (1983:179) at about 2,000 yrs. B.P. (although the time varied from 5,000 to 1,000 yr B.P. from region to region) boreal elements of floral and faunal communities began to increase in greater abundance, which appears suggestive of the onset of cooler climatic conditions. This cooling trend appears to continue even into the present.

3.7.1 Paleofauna (Summary)

Late Pleistocene/Holocene Vertebrate Transition

The Pleistocene fauna of the United States was characterized by a combination of 1) extinct megavertebrates and 2) extant temperate megavertebrates and microvertebrates in association with 3) now disjunct large and small northern species (Semken 1983:192). The Holocene fauna of the northern Clarion County is generally composed of the second category. Semken (1983) states that this reduction in the number of species has led a number of authors (Martin 1967, Martin and Webb 1974, and Semken 1974) to regard the Holocene biotic record as impoverished or depauperate as compared to the high species densities characteristic of the late Pleistocene (Graham 1976a, 1979). This

faunal change is used to define the Pleistocene/Holocene transition. Discontinuities in the vertebrate record appear at roughly 12,500, 10,500, 8,500 and 5,000 yrs B.P.

Within the general project area the response time of various vertebrate species to deglaciation and subsequent climatic change was highly variable from one species to another. However, in a fashion similar to the pollen record for the northeast, the concept of a vertebrate transition within a few hundred years after deglaciation appears valid (Semken 1983).

Holocene Paleofauna

Due to the absence of any identifiable vertebrate remains recovered during the Phase I archaeological inventory investigations within the study area, specific biotic reconstructions cannot be made. However, the faunal inventory utilized by the aboriginal inhabitants of the project area may be inferred from other dated paleontological and archaeological sites which have yielded information concerning Holocene age vertebrates in Pennsylvania.

The mammalian vertebrate fauna from Hosterman's Pit, Pennsylvania, dated at 9290 yr B.P. is modern in every aspect (Guilday 1967a). This is in direct contrast to the 11,300 yrs. B.P., fauna from Unit B of New Paris Sinkhole No.4 which lies ca. 80 km (50 mi) to the north, an contains a strong boreal component, represented by the northern bog lemming (Synatomys borealis), collared lemming (Dicrostonyn hudsonius), yellow cheeked vole (Phenacomys intermdius) and the arctic shrew (Sonex

arcticus). A similar boreal fauna also occurs at Bootlegger Sink, York County, Pennsylvania (Guilday, Hamilton and McGrady 1966). Based on the above dates of 9290 B.P. and 11,300 B.P. the change from a boreal fauna to a recent community structure, must have occurred within this 2000 year interval in central Pennsylvania (Guilday 1971). This statement is supported by the fact that the Unit A fauna at New Paris Sinkhole No.4 contains a large number of temperate species and overlies the strong boreal taxa dominated Unit B faunale at the site.

Guilday (1967a:232) notes that all zooarchaeological faunas from the east during the last 6000 years contain faunas which are essentially modern. This statement is based on a number of sites, and the longevity of the eastern woodlands Holocene record is confirmed by 11 superimposed strata (11,300 yr B.P. to A.D. 1265) at Meadowcroft Rockshelter in southwestern, Pennsylvania (Adovasio et al. 1977) and the Archaic to Recent period (8,920 yr B.P. to 490 yr B.P.) faunal succession at Sheep Rock Shelter, southeastern, Pennsylvania (Guilday and Parmalee 1965).

The only evidence of the "climatic optimum" or "Hypsithermal Climatic Event" between 5,500 and 3,500 yr B.P. in the eastern forests is noted by Guilday (1965) at the Lamoka Lake site, New York. Guilday's evidence for warming at the Lamoka site is based on the presence of fox squirrel (Sciurus niger) and the box turtle (Terrapene carolina) each of which reflects a warming trend and perhaps a reduction of the closed-canopy deciduous forest at that time (Vento and Rollins 1989; Vento et al. 1994).

4.0 RESULTS OF INVESTIGATION

4.1 Summary of Predictory Variables

It should be noted that with each of the general culture patterns described above, there are associated certain topographical and ecological conditions promoting settlement or other use. Although isolated or unusual events did occur, the probability of locating prehistoric sites today is directly correlated with these variables, and survey strategies and effort must respond to these potentials.

Within this portion of Clarion County, the Clarion River and its principal tributaries have always been a dominant factor, influencing topography, food resources, transportation routes and generally affecting demography. Significant predictors in the general project area include:

a.) well-drained river terraces along large perennial streams were utilized primarily as seasonal base camps, hamlet loci, hunting stations). No such landforms occur within the project area.

b.) Gentle knolls/drainage divides overlooking drainage lines where game could be attracted and observed. The entire project area can best be considered an upland tract which is drained by several small, first-order, intermittent consequent streams.

c.) lithic resource acquisition areas. No chert-bearing units occur within 40 miles of the study area. While the Vanport limestone does crop out within the general region, there is no evidence that it contains a local cherty-facies suitable for flaked stone manufacture.

d.) rockshelters (used primarily as hunting stations or seasonal campsites), especially important along steep gradient

tributaries and main stem of Clarion River. Although rockshelter development is absent within the immediate project area), rockshelters do occur, along most of the deeply incised drainage lines within the region. These shelters are developed in situ or as colluvial float-blocks from sandstone lithologies of lower Pennsylvania age.

e.) Level structural rock benches along valley slopes and in uplands near springs, small streams or on drainage divides, used for temporary campsites or hunting stations. The latter is a common geomorphic landform within project area.

f.) favorable fishing stations, etc. None of the drainage lines within or immediately adjacent to the study area are today or would in the past have served as a locus for fishing and harvesting of invertebrates.

g.) Distance to a perennial effluent stream. The rather large project area contains only several small perennial streams which during the summer months exhibit extremely low discharges.

h.) Edaphic soil conditions. The soils within the project area have developed from the in situ residual weathering of Pennsylvanian age sandstones. In most cases, the soils exhibit moderate (fair) drainage conditions, however, several small areas did contain wetlands and hydric soils.

Geomorphological and ecological assessment of the project area, matched against these and other factors, suggest that there was a low probability of encountering any potentially significant prehistoric resources within the development site. The principal limiting factor is the absence of a well-developed perennial

streams within the immediate project area and its distance from the Clarion River. The absence of readily available potable water (especially during the summer months) would have restricted the type of occupation (hunting camp vs. village). A review of the P.A.S.S. files support the above statements, in that no previously recorded archaeological sites have been found within or adjacent to the project area. Also see section of this report entitled, "Prehistoric Archaeological Site Distribution Patterns and Expectations".

4.2 Field Tactics and Methodology

Phase I archaeological inventory investigations were conducted in a series of sequential stages (Stage I - V) along the proposed water-line corridor and within those areas where deep water wells will be drilled. These stages of testing were designed to provide maximum identification of any and all prehistoric cultural resources which may be adversely impacted, but also a determination of the nature and extent of prior surface and subsurface disturbances as well as locations of areas which do not contain any cultural resources.

Stage I: Preliminary Study Area Visit

Prior to the actual commencement of field work, a preliminary visit was performed in all areas of the alignment to assess their general physiographic and topographic settings and to delimit possibly disturbed areas from undisturbed areas. This initial examination also facilitated the determination of the types of survey and excavation procedures which would be required to provide adequate surficial and subsurface coverage.

This initial phase allowed the field crews to write-off large segments of the pipeline corridor which will be placed immediately along paved cartways. The once intact residual soils along these segments of the line have been extensively disturbed (by grading and excavation etc.).

Stage II: Literature Search

Prior to the actual field testing phase of the Phase I archaeological inventory investigations, all the necessary the Phase I study, all the necessary references concerning the prehistory, history, soils, geology and ecology of the general study area were consulted. The prehistoric/historic literature search was conducted by Dr. Paul Raber and involved an examination of the P.A.S.S. data forms at the William Penn Museum and Historical Commission as well as references on the overall archaeology of northwestern Pennsylvania. A more formal and detailed historical literature search was conducted by Dr. Robert McKay in which he examined all the necessary historical records (Sandborn maps, County histories, deeds) to determine adverse impact to both known and previously unknown potentially significant historic cultural resources. While this level of study was not required by the Pa. Bureau of Historic Preservation (BHP) for this particualr project, Dr. McKay's knowledge and interest of both Leeper and Tylersburg affordedd a quick, concise study which supported the BHP's assertion regarding the need not to examine the area for historic resources.

Stage III: Pedestrian Surface Reconnaissance

The third stage of the Phase I archaeological

investigations consisted of an extensive pedestrian surface reconnaissance or walk-over of the entire length of the proposed construction corridor. Areas of prior disturbance were noted and their boundaries delineated. Undisturbed areas with good surface visibility (i.e., several small garden plots) were intensively examined for cultural resources while undisturbed areas with poor or no surface visibility were aerially delineated and flagged for shovel test probes.

Stage IV: Shovel Test Pit Excavation

As a result of the information gathered during Stages I-III, it was concluded that deep testing (greater than .75 m) would not be necessary within the study area. The presence of sandstone bedrock at or above 1 m depth below ground surface precluded the need for deep testing. Even along the narrow flood plains of the small perennial streams within the project area, Holocene age alluvium did not attains thicknesses in excess of 1 m.

This fourth stage of field investigations entailed the hand excavation via pointed shovels and trowels of shovel test pits in all undisturbed or minimally disturbed segments of the study area. Shovel test pits were emplaced every 15 meters (ca. 50 ft) along the water line corridor and within those areas slated for possible water-well sites. All shovel test pits measured ca. 60 cm in diameter, and were excavated by 10 cm arbitrary levels within natural stratigraphic/soil horizons. These horizons were defined in the field based on texture, composition, and color variation. All shovel test pits were excavated to bedrock, the

water table or in excess of 20 cm into underlying sterile subsoil horizons (well developed argillic B horizons). The fill/soil from each of the shovel test pits was processed through one-quater inch mesh hardware cloth. A profile and accompanying written notes was generated for each test pit identifying possible cultural and non-cultural stratigraphic levels, the mode of emplacement, age of the horizons, degree of digenesis and the depth of excavation.

4.3 Prehistoric Archaeological Site Distribution Patterns and Expectations

Expectations regarding the probability that prehistoric archaeological sites were located within the project area were developed on the basis of the distribution of recorded sites and the results of previous studies in the region and the local area. Each source of information has inherent biases and limitations that must be considered when generalizing or when developing predictions for specific locales. In most parts of the Commonwealth, a true predictive model of site location, based on a detailed analysis of prehistoric behavior and settlement patterns, has not been developed. Given limitations of the extent and completeness of archaeological survey and recordation in most areas, the distribution of recorded sites offers, at best, a hint as to the actual distribution of archaeological sites across the landscape.

Few sites have been adequately characterized and all sites recorded to date within Farmington Twp. occur within the Clarion River Valley. The same inadequate characterization of sites holds for other sites in the wider area: most were identified through

surface manifestations, with no indication as to age, function or cultural affiliation.

Cultural Resource Management (CRM) studies conducted in the region offer little additional information. These are relatively few in number and mostly confined to small areas. A survey of 9 ha (22 acres) in an upland setting near Kersey in Elk County yielded no evidence of archaeological remains (Miller, Bamat, and Hay 1988). More informative, although further removed from the project area, are two surveys performed in connection with gas pipeline construction. Beckerman, Bamat, and Stiteler (1987), using a predictive model based on variables such as slope, proximity to water, and soil drainage class and drawing on the earlier regional survey of Curtis (1970), examined a total of over 40 ha (100 acres) of ground in several kilometers of pipeline right-of-way in Venango County. The predictive model divided the study area into high and low probability zones. Surprisingly, several sites were discovered in low probability zones, suggesting that initial expectations based on the known distribution of sites were inaccurate. Upland settings such as hilltops were consequently reassessed as potential site locations. Similar results were produced during a pipeline survey in Jefferson County (McHugh 1986) that resulted in the discovery of two new sites and the conformation of the location of two previously recorded sites. All these sites were in upland settings that would not typically have been considered to have a high potential for prehistoric sites. The results of these studies suggest that upland locales may have a greater potential as site locations than the

distribution of recorded sites would indicate.

Regional and thematic surveys provide a larger framework for evaluating the potential of various settings. The overview of the Upper Ohio drainage by Mayer-Oakes (1955) provides a good summary of the culture history of the region but little direction in evaluating specific locales. The regional summary of Johnson, Richardson and Bohnert (1979), although focused on the adjoining glaciated northwest corner of Pennsylvania, provides valuable data on general prehistoric settlement trends and an excellent summary of climate and environment through time that applies to the broader region of the Appalachian Plateau. Curtis (1969) provides an evaluation of settlement data from recorded sites in Venango County. The chronological period summaries by Lantz, George, Cowin and Davis in Raber (1985) update and expand on some of the information provided in earlier summaries like that of Mayer-Oakes (1955). An archaeological site locational model for the Allegheny National Forest in Warren, McKean, Elk, and Forest Counties (Miller 1986) draws on information regarding th locations and character of recorded sites within the Forest boundaries, but is limited to an evaluation of t he fairly small and probably biased sample of prehistoric sites within the Forest. The recent study of Stewart and Kratzer (1989) represents an attempt to evaluate predictive environmental variables for the Unglaciated Appalachian Plateau and apply the model to a restricted area in Clarion County. Stewart and Kratzer evaluate several landforms and environmental settings and discover correlations between certain upland settings and site locations. They note, however, that all

"models" that involve the correlation of sites with environmental settings fail to be truly predictive in that they fail to explain site location in behavioral terms, a point made earlier by Beckerman (1978, 1986) and others.

The settings defined by Stewart and Kratzer (1989: 29) as "high probability areas" for upland settings in the unglaciated plateau are essentially those identified in the other studies noted above: (1) upland flats overlooking stream valleys, (2) saddles between drainage divides and prominent upland flats, (3) (level) areas near the heads of both active and inactive drainages, and (4) upland flats adjacent to first-order streams or stream confluences. To these may be added those settings with well-drained soils along river terraces and particularly terraces adjacent to stream confluences. Stewart and Kratzer (1989: 31) also note that slope seems to be a critical factor, with most sites (except rockshelters) occurring on slopes of 8% or less.

In summary, the settings in the vicinity of the project area identified as having a high potential for prehistoric site locations would include (1) level portions of the first and upper terraces of the unnamed tributaries prsent, as well as (2) level benches and hilltops overlooking the small stream valleys, particularly near the heads of intermittent or permanent springs. Overhangs suitable for rockshelters, although generally common in the Clarion River Valley are absent from the study area. Likewise, large village sites, short-term open-air camp sites and evem petroglyphs, although recorded in the Clarion River valley proper are obviously absent within the project area. A review

of the P.A.S.S. files in both Harrisburg and at the Carnegie Museum in Pittsburgh indicate that no previously recorded sites occur within the project area or even within 1.6 km (1 mi) of the project area. Most of the recorded sites which occur in Farmington Twp. were recorded by Clarion Univeristy Professors G. Konitsky and D. Straffin during their 1970's and early 1980's surveys of the Clarion River valley. Since most of their effort was focused on sites within the Clarion River Valley proper (e.g., State Road Ripple Site) with little if any systematic survey of upland areas, the data on site distributions by landform type is clearly biased.

Within the project area itself, the potential for prehistoric sites are limited by the testable, undisturbed areas present, extent and severity of previous historic disturbances, and an absence of any second-order or larger perennial streams. Historic disturbance would include that associated with paved road, utility line and house construction of the nineteenth and twentieth centuries.

4.4 Historic Period Sites and Expectations

Though not a formal requirement as part of this study, a determination was made regarding the potential for identifying previously unknown historic resources within the project area corridor. Dr. Robert McKay, examined all pertinent historic information regarding the project area and made several contacts with local, long-term residents regarding their knowledge of early structures which might lie along the construction corridor. The results of his informnant interviews as well as archival studies

were negative for the identification of any potentially significant historic or even prehistoric cultural resources.

4.5 Prehistoric Cultural Chronology

For the purposes of this report, the culture history of the northern Clarion County has been divided into five major cultural-chronological periods which are widely used throughout the northeastern United States. These periods include Paleo-Indian, Archaic/Transitional Archaic and Early, Middle and Late Woodland. Each of these periods exhibits its own set of specific characteristics which are briefly described and discussed below.

4.5.1 Paleo-Indian

The term Paleo-Indian has been applied to small groups of transient hunters whose lifeways revolved around the exploitation of various species of Pleistocene megafauna, for instance extinct bison, mastodon and mammoth. This does not imply that these groups excluded small game or vegetable foods from their subsistence economies; however, direct evidence for the pursuit of these economic/subsistence components is generally scarce. In the western and southwestern United States, most recorded Paleo-Indian sites are megafauna kill localities. Yet, no direct association of extinct Pleistocene megafauna with Paleo-Indian remains is presently currently been documented in Pennsylvania or any where else in the Northeast.

Most Paleo-Indian finds in the northeastern United States consist of widely scattered or solitary lithic tools (i.e., fluted projectile points, end scrapers with graver facets, blades, etc.)

with relatively small assemblages of associated debris which typically occur in upland settings. Most of these recorded sites have suffered post-depositional disturbance from cultivation or construction activities resulting in the occurrence of such finds out of stratigraphic context. Examples of such surface manifestations include for instance the Shoop Site (Witthoft 1971a; Cox 1972) in eastern Pennsylvania and the Plenge Site in New Jersey (Kraft 1973). Examples of sites with intact or partially intact deposits include Shawnee-Minisink in eastern Pennsylvania (McNett and McMillan 1974; 1977), Dutchess Quarry Cave Nos. 1 and 8 (Funk, Walters et al. 1969) and West Athens Hill (Funk 1973) in New York, Debert in Nova Scotia (MacDonald 1968) and Bull Brook in Massachusetts (Byers 1955).

Paleo-Indian artifactual remains in the northeast are generally sparse and consist primarily of distinctive fluted lanceolate projectile points and spurred/keeled unifaces. These characteristics are shared by a nearly continent-wide technological tradition which is represented in the Great and Southern Plains by the Clovis and Folsom complexes (Sellards 1952, Wormington 1957). Though relatively few radiocarbon dates exist for the Paleo-Indian period in the northeastern United States the suite of dates from Debert (MacDonald 1968) suggest occupation of that locality from 10,000 to 11,000 years B.P.

Additional Paleo-Indian sites likely exist, within deeply buried levels of Late Wisconsinan/Early Holocene floodplains or on older Pleistocene age terrace surfaces within the Allegheny River watershed.

Reasonably convincing yet disputed evidence of even earlier pre-Clovis occupation in Pennsylvania has been unearthed at Meadowcroft Rockshelter in southwestern Pennsylvania (Adovasio et al. 1977; Carlilse and Adovasio 1982) in levels dating to as early as 16,000 yrs. B.P.. The relatively sparse lithic inventory of the deepest occupation floors includes a small, reworked lanceolate biface/projectile point, unifacially modified flakes (i.e., the Mungai Knife) and small prismatic blades (Boldurian personal communication 1986) as well as unmodifed lithic debitage. Floral and faunal specimens from this level, however, are exclusively of modern/Carolinian aspect.

4.5.2 Archaic

With the final retreat of the Late Wisconsinan glaciers, the climatic and vegetative patterns of Pennsylvania were modified. The resultant environmental shift from mid-latitude tundra/tiaga to boreal forest to more temperate woodlands resulted in changes in settlement and subsistence strategies for the prehistoric aboriginal populations. "The hunting, gathering and fishing cultures that followed the Paleo-Indians, but preceded the introduction of ceramics and cultivation of plants, are assigned by archaeologists to the Archaic Stage." (Funk 1983:316). The term "Archaic" was first used by Ritchie (1932) to describe the subsistence strategies employed by the Lamoka culture in New York state.

The Archaic Period has been dated from about 10,000 to 3,000 B.P. and has generally been divided into Early, Middle and Late phase subdivisions. The number of archaeological sites in

Pennsylvania which exhibit Archaic components shows a dramatic increase from the Early to Late Archaic with settings ranging from uplands to riverine valley bottoms to rockshelters.

The non-perishable (lithic) tool kits of the Archaic Period exhibit increasing diversity over the preceding Paleo-Indian Period with the appearance of local and regional projectile point styles or traditions. Early Archaic projectile point types include Stanly, Palmer, Kirk and various bifurcates (Coe 1964; Broyles 1971). "Very little is currently known about subsistence practices, settlement systems, and non-lithic portions of the material inventory. No data are available on burial customs or physical anthropology, although there is reason to believe that the hunting, gathering, and fishing economy was identical in most respects to that of the southeastern groups and that Archaic populations are genetically descendant from earlier Paleo-Indian populations" (Funk 1983:319).

Much more data are available for Late Archaic sites. There is evidence for seasonal hunting and gathering strategies in areas of maximum resource potential. Sites for the period typically include seasonal base camps as well as a variety of special purpose loci used specifically for hunting, fishing, gathering, food processing

or raw material acquisition. Late Archaic sites tend to be larger and richer in cultural remains and there is evidence for the beginnings of mortuary ceremonialism and the expansion of regional trade and exchange systems.

In general, the Late Archaic is viewed as a period of increased cultural diversity. "A clear implication is that at least some populations had attained unprecedented size. This is the period of such well-known "classic" Archaic cultures as Lamoka and Brewerton" (Funk 1983:320).

The Lamoka Tradition of western New York and northern Pennsylvania, for example, dates to about 4700 to 4100 yrs B.P. (Ritchie 1983) and is characterized by a distinctive projectile point style as well as the occurrence of other specialized tool types. The Lamoka Lake Site, the largest site attributed to this tradition included a dense midden area which covered over 3 acres, rectangular house patterns and flexed burials in shallow graves (Ritchie 1965; Funk 1983).

"Numerous Lamoka Sites are distributed across the landscape within the known range of the culture, occupying a variety of microenvironments. Lamoka sites typically occur near lakes, major and minor streams, springs and marshes at relatively low elevations" (Funk 1983:327). While the Lamoka Site and few other localities probably represent cultural base camps which were repeatedly occupied and utilized, the majority of sites assigned to this phase are small hunting and/or fishing camps.

The terminal phase of the Archaic of the northeastern United States is often delineated as a separate, Transitional Phase which is characterized principally by a series of stemmed projectile points which were often fashioned from rhyolite. These artifacts have been included within the Susquehanna Tradition (Whitthoft 1953; Ritchie 1965; Kinsey et al. 1972) and likely

derived from Savannah River points of the Carolina Piedmont (Coe 1964). Diagnostic lithic types such as the Susquehanna Broad Spear (Witthoft 1971b) often occur in association with steatite (Soapstone) vessels and the complex dates from ca. 3700-1400 yrs. B.P..

4.5.3 Early Woodland

The Early Woodland Period represents a time of significant cultural change with the development of incipient-levels of horticulture, semi-permanent and permanent villages, mortuary mounds and more complex and far-reaching trade and exchange systems. The major technological advancement during the Early Woodland Period was the development of ceramic vessels for cooking and storage. Dates for this period range from roughly 3000 to 2000 yrs. B.P..

The northeast United States includes a wide distribution of Adena-related sites, although ceramic burial mounds are known predominately from the southwestern portions of the region. Such Adena traits as blocked-end tubular pipes, distinctive stemmed projectile points, gorgets, etc. are often found in shallow graves with no associated mounds. Such sites have been referred to as Middlesex in the literature (Ritchie 1980; Funk 1983). "No pure habitation components or campsites of the Adena-Middlesex Tradition have been reported in the Northeast" (Funk 1983:335). The Meadowood Phase of northern and western New York overlaps Adena-Middlesex in time and space (Ritchie and Funk 1973; Funk 1983). Diagnostic artifacts include side-notched Meadowood projectile points and Vinette I cermaics. While most known sites

are cemeteries, several habitation sites have been examined. Examples include the Fawcett Site near Bushkill, Pennsylvania, the Vinette Site near Brewerton, New York and the Saccia Site near Cuylersville in the Seneca Valley, New York (Ritchie and Funk 1973; Funk 1983).

4.5.4 Middle Woodland

The term Middle Woodland originally referred to the Hopewellian cultural manifestation of the midwestern and southeastern United States. Middle Woodland Hopewell and Hopewell-related sites are typified by ceremonial centers, mortuary mounds and elaborate ceremonial artifacts, often fashioned from exotic raw materials. While Hopewell proper is confined to the southwestern portions of the Northeast, Middle Woodland sites sharing some traits with Hopewell have been found in the Northeast. Such sites centered in New York and southern Ontario have been incorporated within one of the Point Peninsula phases (Ritchie 1965). Ritchie (1965) describes four sequent Point Peninsula Phases in central and western New York. Ritchie (1965) describes the Squawkie Hill Phase as a Hopewellian-like culture with associated burial mounds. Though distinctive in its cultural content, it overlaps geographically and is contemporaneous with the early Point Peninsula, Canoe Point Phase.

The Canoe Point Phase is typified by new, more complex ceramic styles or types. These ceramic types which occur at sites in New York are referred to as Vinette II (Ritchie 1965). By the following Kipp Island Phase (ca. A.D. 300-A.D. 850), Jack's Reef Corded, Wickham Incised and Jack's Reef Corded Collar ceramics

make their appearance, as do Jack's Reef Corner-Notched and Levanna Triangular projectile points. Ceramics from the succeeding Hunter's Home Phase (ca. A.D. 850-A.D. 900) are , for all intents and purposes intermediate between Kipp Island and later Carpenter Brook ceramics which are ascribable to the earliest Owasco Phase (Ritchie 1965; Funk 1983). Levanna triangular points almost totally supplant all other notched or stemmed projectile point types by this time.

Kipp Island and Hunter's Home Phase economics were largely based on hunting and the gathering of wild plant foods. Such sites contain no evidence of cultigens. "The settlement system indicated large multi-purpose camps such as the Kipp Island Site, fishing camps such as Jack's Reef, small hunting stations, lithic workshops and burial precincts" (Funk 1983:342).

4.5.5 Late Woodland

According to Funk (1983:348), "the Late Woodland stage is arbitrarily distinguished from the preceding stage; there is every indication of unbroken development from the one (i.e., Hunter's Home phase) into the other (Carpenter Brook phase)." The initial Late Woodland manifestation of New York State and adjacent areas of Pennsylvania and Ontario was the Owasco Tradition which has been divided into three sequent stages, Carpenter Brook, Canadaigua and Castle Creek and dates from ca. A.D. 1000 to A.D. 1300 (Funk 1983). Owasco ceramics are distinctively decorated and characterized by cord markings and/or paddle-and-anvil

construction and decoration. The lithic inventories at sites were less diversified from those of earlier times (especially the Late Archaic through early Middle Woodland Periods) and included Levanna and Madison-like Triangular projectile points and only a limited number of other tool types. Subsistence was largely based on the cultivation of maize, beans and squash, while hunting and gathering formed an important dietary supplement.

Late Woodland settlements vary in size and plan and include probable relatively large semi-permanent and permanent sites such as Maxon-Derby and Sacket as well as seasonal occupations and/or special purpose hamlets, workshops and temporary campsites (Funk 1983). Examples of some investigated Late Woodland sites in Pennsylvania which produced Owasco or related Clemson Island Phase cermaics include the Catawissa Bridge Site in Columbiana County, the Bald Eagle Creek site in Centre County, and the Sherman's Creek Site in Dauphin County. Later antecedents of the Iroquois include the Oak Hill, Chance and Garoga Phases.

Numerous Late Woodland sites have been identified along the major drainage lines (i.e., Redbank Creek, Toby Creek and Clarion River), however, no systematic investigations-excavations to date have been undertaken in the general vicinity of the project area.

4.6 Results of Phase I Testing and Recommendations

The following section makes recommendations for any additional archaeological work, if warranted, as well as details the results of the Phase I archaeological and archaeogeological inventory investigations recently completed by Clarion Univ. of Pa. at: 1) an approximate 10 acre water well supply area; 2) at

three specific well-site loci; and 3) along the proposed construction corridor of the various water-line segments.

All Phase I levels of study were conducted under the overall supervision of Dr. Frank J. Vento, Professor, Department of Anthropology, Geography and Geology, Clarion University of Pennsylvania.

4.6.1 10 Acre Water Supply Area

The proposed water well study area is situated approximately 2000 m (6000 ft) north of the intersection of Route 66 and the Tylersburg Road. Several water wells will be drilled within the shaded area denoted on Figures 1 and 3 and will essentially serve as the primary potable water supply for the project area residents. While the water well study area encompasses an approximate 10 acre area, only a small area will be impacted by drilling. Unfortuately, since no specified well-pad areas or access roads were noted on the plan map of the project area, the entire area with slopes of less than <15% was examined via standard shovel test probes.

The purpose of the archaeological study was to determine whether any potentially significant cultural resources, historic or prehistoric, would be impacted by drilling activities for the water wells. A examination of the site files both at the Wm. Penn Museum and Historical Commission in Harrisburg as well as at the map archive held by the Carnegie Museum in Pittsburgh indicated that no previously recorded sites occurr within the water well site area. Furthermore, discussions with local residents, archaeologists at Clarion University of Pa., and avocational

archaeologists in the area also indicated no knowledge of prehistoric or historic resources as occurring within the water well area. By applying a sequence of documentary review, informant interviews, ecological/geomorphological assessment, surface pedestrian reconnaissance and subsurface testing (shovel test probes), the proposed water well area was intensively examined.

The results of the shovel test probes indicate that the soils within the study area are entirely residual in origin and have formed in-place since Late Cretaceous times on sandstones of lower Pennsylvanian age.

Within the limitations of this survey methodology, we can report that no prehistoric or historic sites were identified during the Phase I archaeological inventory investigations. A total of 88 shovel test probes were emplaced within the proposed water well study area. The soils encountered during shovel testing were generally uniform throughout the study area. A typical profile consists of a 20 cm thick, dark brown clay loam Ap horizon (10YR4/2) which disconformably overlies a strongly oxidized, argillic, and occassionally mottled (near base of horizon) light brown clay loam Bt horizon (10YR7/6). In most cases, weathered bedrock (C horizon) was typically encountered within 35 cm of the ground surface. In a few test probes, however, the C horizon extended to 52 cm - 55 cm below ground surface (Figure 8).

The absence of any prehistoric sites was not unexpected considering:

Soil Cross Section At Proposed Water Supply area
Farmington Township, Pa.

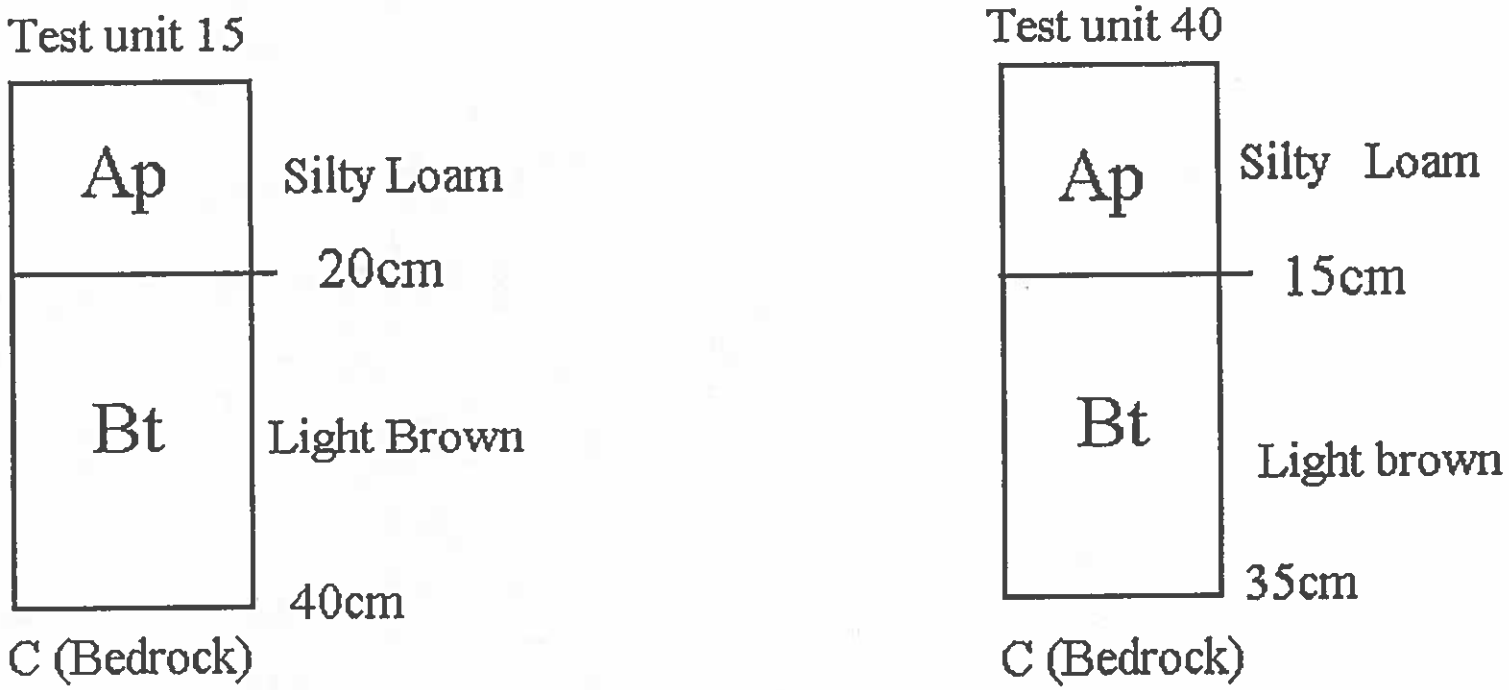


Figure: 8

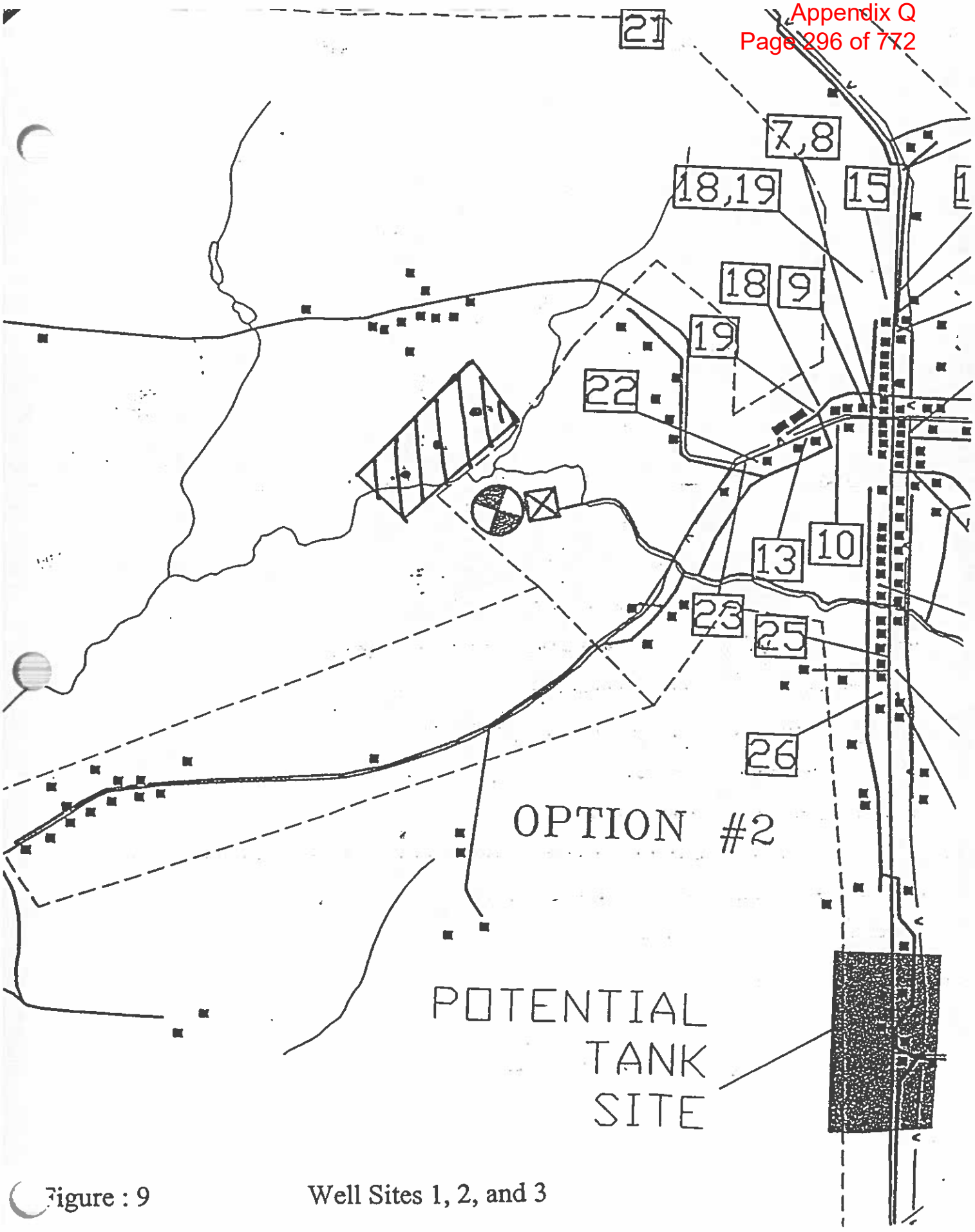


Figure : 9 Well Sites 1, 2, and 3

1.) that no perennial water supply (stream or spring) occurs within the confines of the study area, 2.) localized and small areas which contained poor soil drainage, 3.) local slope conditions of 3 to 4 degrees and 4.) prior disturbance from road, lumbering and farming activities.

Although there is no strategy which can guarantee that all cultural resources have been identified, we submit that all reasonable tests have been made in an interdisciplinary manner, and that all potentials have been taken into account, and that the proposed water well study area is clear from adverse impact to any potentially significant cultural resources.

4.6.2 Three Defined Water-Well Site Localities

The following discussion details the results of the Phase I archaeological and archaeogeological inventory investigations recently completed by Clarion Univ. of Pa. at three well-site locations within the proposed Farmington Twp. water-well drill site study area (Figures 2 and 9). It should be noted that this area lies outside the water supply area which was also examined earlier and which is discussed above. It appears that Northwest Engineers, Inc. may decide to abandon any proposed drilling within the 10 acre supply area and concentrate their drilling efforts at the following three well sites. Once again, all Phase I levels of study were conducted under the overall supervision of Dr. Frank J. Vento, Professor, Department of Anthropology, Geography and Geology, Clarion University of Pennsylvania. The field investigations here focused on the archaeological potential of three proposed water well site areas situated along identified

fracture traces (Figures 2 and 9).

The proposed three new well sites are situated approximately 1300 m (4290 ft) west of Route 36 and 3000 m (9900 ft) northwest of Lickingville Road. The vegetation within the well site areas consisted of tertiary stands of broad-leaf deciduous trees with minor stands of hemlock. The understory was highly variable consisting primarily of various grasses and low scrubs. The understory vegetation was continuous and did afford any ground surface visibility. It should be noted that this area lies well to the west of the previous 10 acre proposed well-site area which was Phase I tested in early September 1998.

The purpose of the archaeological study was to determine whether any potentially significant cultural resources, historic or prehistoric, would be impacted by drilling activities for the three water wells. A examination of the site files both at the Wm. Penn Museum and Historical Commission in Harrisburg as well as at the map archive held by the Carnegie Museum in Pittsburgh indicated that no previously recorded sites occurr within the water well site area. Furthermore, discussions with local residents, archaeologists at Clarion University of Pa., and avocational archaeologists in the area also indicated no knowledge of prehistoric or historic resources as occurring within the water well area. By applying a sequence of documentary review, informant interviews, ecological/geomorphological assessment, surface pedestrian reconnaissance and subsurface testing (shovel test probes) at each of the three well-site areas.

The results of the shovel test probes indicate that the

soils at Well Site #1 were situated on a slightly elevated terracette situated some 2.5 m (8 ft) above the narrow, flood scoured T0 flood plain zone of the unnamed tributary. The soil stratigraphy encountered at Well Site #1 consisted of a 2 cm thick loam sand surface C-horizon or recent flood event which capped a thin, A horizon. The 5 cm thick A horizon was then underlain by a brown sandy loam Bw horizon which attained a maximum thickness of 30 cm. The Bw horizon was then underlain by relict lateral accretion deposits (cobbly sand). No archaeological materials were encountered in any of the 16 shovel tests emplaced within Well Site #1 (Figure 10).

The soil stratigraphy encountered at Well Sites 2 and 3 can best be classified as residual soils which have undergone truncation (thinning) by mass-wasting processes due to historic deforestation. A typical profile consists of a 18 cm thick, dark brown clay loam Ap horizon (10YR4/2) which disconformably overlies a strongly oxidized, argillic, and occassionally mottled (near base of horizon) light brown silt to clay loam Bt horizon (10YR7/6). In most cases, weathered bedrock (C horizon) was typically encountered within 40 cm of the ground surface. In a few test probes, however, the C horizon extended to 60 cm below ground surface. Of the 32 shovel test probes emplaced within Well Site 2 and 3, no probe yielded any historic or prehistoric cultural materials (Figure 10). Within the limitations of this survey methodology, we can report that no prehistoric or historic sites were identified during the Phase I archaeological inventory investigations conducted at the three well site loci. A total of

Representative Soil Stratigraphic Cross Sections, at the Three Well Sites

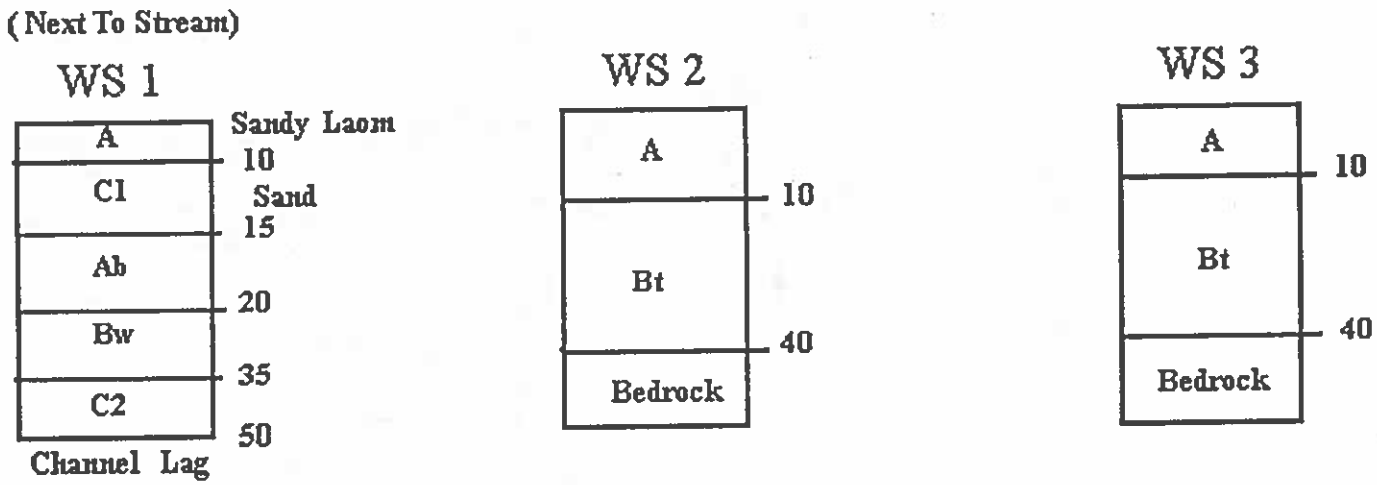


Figure : 10

48 shovel test probes were emplaced within the proposed water well study area (16 probes at each 1 acre well site). The residual soils encountered during shovel testing were generally uniform throughout Well Sites 2 and 3 while Well Site 1 contained decidedly Holocene age alluvial soils.

4.6.3 Water-Line Segments

As noted earlier, the water-line construction corridor was divided into five distinct segments (A1, A2, A3, B, and C). The following dicussion detailed the results of the Phase I testing along these various segments.

Segment A1:

Segment A1 is lies immediately parallel to Route 36 along the Tylersburg road. The area is largely wooded, with the exception of those areas along Segment A1 that have been impacted by housing and the construction of the road. The segment consist of coniferous and deciduous trees with some undergrowth of smaller trees and brush. Some wetland grasses were present along a small intermittent stream that was dry at the time of testing (Figure-3). The area is predominately flat with a gentle slope toward the north (Tylersburg).

This segment is approximately 915 m (3020 ft) long. Of this 915 m (3020 ft) approximately 600 m (1980 ft) were shovel tested. A total of 36 shovel test probes were emplaced in areas that were not impacted by housing or other activities during the construction of the housing units associated septic systems and driveways.

The soils along this segment were entirely residual having

formed from the in situ weathering of lower Pennsylvania age sandstones. Figure 3 shows the location of Segment A1 as well as the undisturbed (and testing areas) and disturbed portions of the construction corridor. Figure 11 shows the typical soil stratigraphy encountered along Segment A1.

It should be noted that none of the shovel test probes yielded any prehistoric artifacts. Although there is no strategy which can guarantee that all cultural resources have been identified, we submit that all reasonable tests have been made in an interdisciplinary manner, and that all potentials have been taken into account, and that the A1 segment of the water-line corridor is clear from any adverse impact to any potentially significant cultural resources.

Segment A2:

Segment A2 is located between Tylersburg and Leeper along Route 36. All of the segment lies immediately adjacent to the paved cartway, however, due to its close proximity to a small unnamed intermittent stream, several shovel test were emplaced near the stream crossing. The area was largely a grassy field parallel to the road. The construction of a new access road near the stream limited testing. Segment A2 is approximately 183 m (604 ft) in linear extent. A total of 18 shovel test probes were emplaced along the A2 segment of the water-line corridor (Figure 4).

The shovel test probes emplaced near the small first order stream along Segment A2 indicate that the alluvial soil profile is of recent to very late Holocene age. The surface horizon consists

Representative Soil Stratigraphic Cross Section

Segment A1

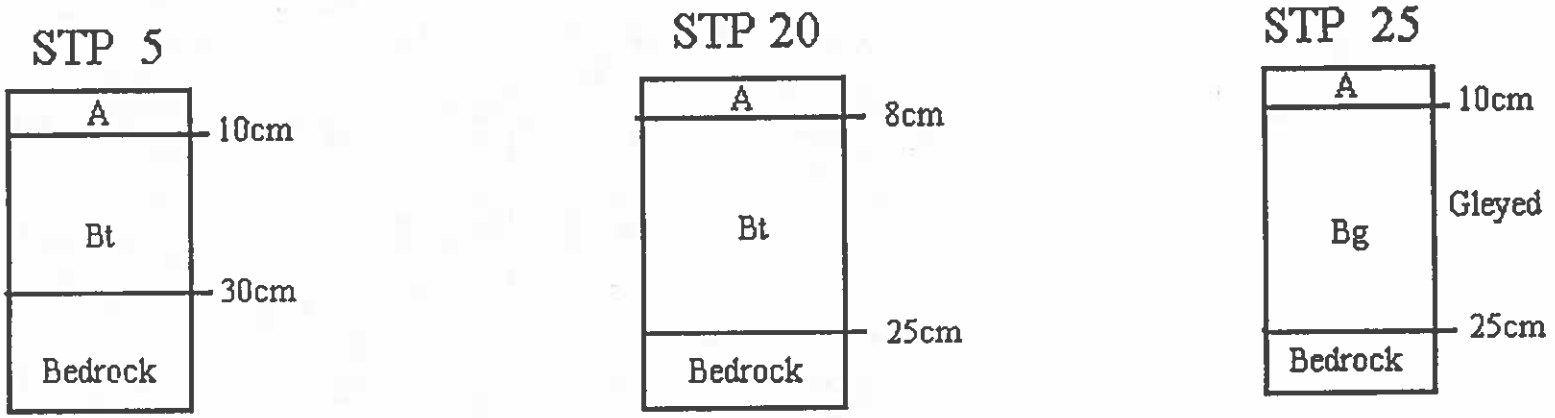


Figure: 11

of a surface Ap horizon which is underlain by a thin (10 cm to 15 cm thick) Bw/BC horizon which overlies coarse grained lateral accretion sands. Immediately below these sands, weathered bedrock was encountered. The remaining portion of the water-line corridor was extensively disturbed by grading and excavation for Route 36.

Figure 14 shows the location of Segment A2 as well as both disturbed and undisturbed portions of the corridor. Figure 12 shows the soil stratigraphy encountered near the unnamed tributary along a short, relatively undisturbed portionb of the construction corridor.

It should be noted that none of the shovel test probes yielded any prehistoric artifacts. Although there is no strategy which can guarantee that all cultural resources have been identified, we submit that all reasonable tests have been made in an interdisciplinary manner, and that all potentials have been taken into account, and that the A2 segment of the water-line corridor is clear from any adverse impact to any potentially significant cultural resources.

Segment A3:

Segment A3 is situated perpendicular to the Tylersburg road, situated 300 m (1000 ft) south of Tylersburg. The area is approximately 1000 meters in linear distance. Segment A3 is composed of a mix of deciduous and coniferous trees, grass fields and brush. The entire segment is situated on a low flood plain zone of the stream which parallels the main channel. This stream

Representative Soil Stratigraphic Cross Section

Segment A2

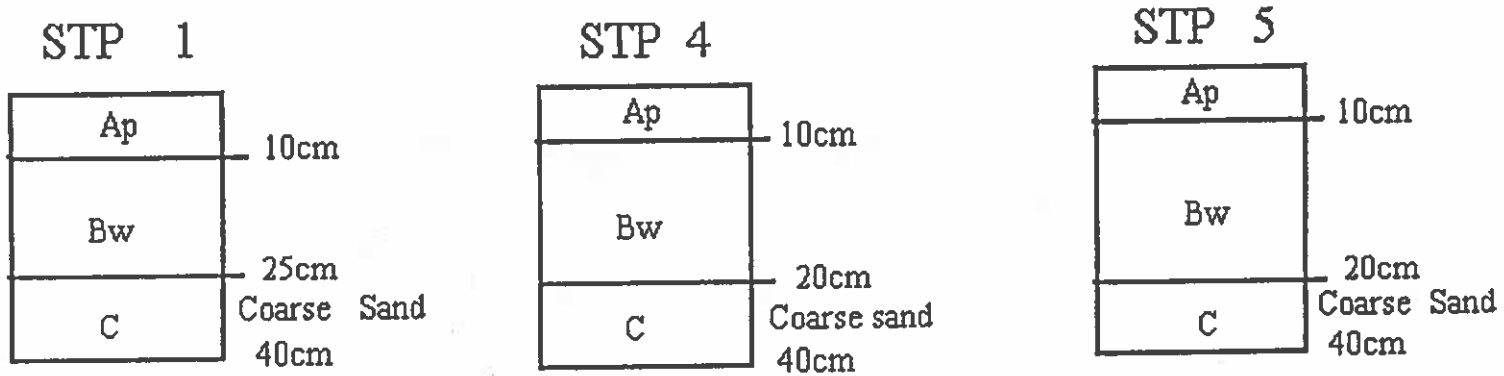


Figure : 12

is the small one which is crossed by Segment A2 along Route 36. Approximately 300 m (1000 ft) of segment A3 has been impacted by residential areas and the Tylersburg road (Figure 5).

A total of 38 shovel test were performed in the remaining 600 meters (990 ft) Segment A3 along and in the vicinity of the unnamed stream. None of the shovel test probes emplaced along the active flood plain of the stream yielded any prehistoric artifacts. The soils present along the valley bottom or flood plain are of recent to very late Holocene age and consist of a thin overbank sequence (Ap/Bw/C or C/Ap/Bw/C) less than 40 cm in thickness which overlies coarse grained lateral accretion deposits (Figure 13). It appears that this unnamed tributary has been extremely active during historic times with regard to active lateral channel migration. The migration of the channel is likely due to the effects of historic deforestation which favored high surface runoff and sediment yields to the stream.

Although there is no strategy which can guarantee that all cultural resources have been identified, we submit that all reasonable tests have been made in an interdisciplinary manner, and that all potentials have been taken into account, and that the A3 segment of the water-line corridor is clear from any adverse impact to any potentially significant cultural resources.

Segment B:

Segment B is located 300 m (1000 ft) north of Leeper along Rt. 66 on the northwestern side of the roadway. Most of the water-line corridor lies 50 m (150 ft) from the macadam roadway. The topography of Segment B is relatively flat with slopes of less

Representative Soil Stratigraphic Cross Section

Segment A 3

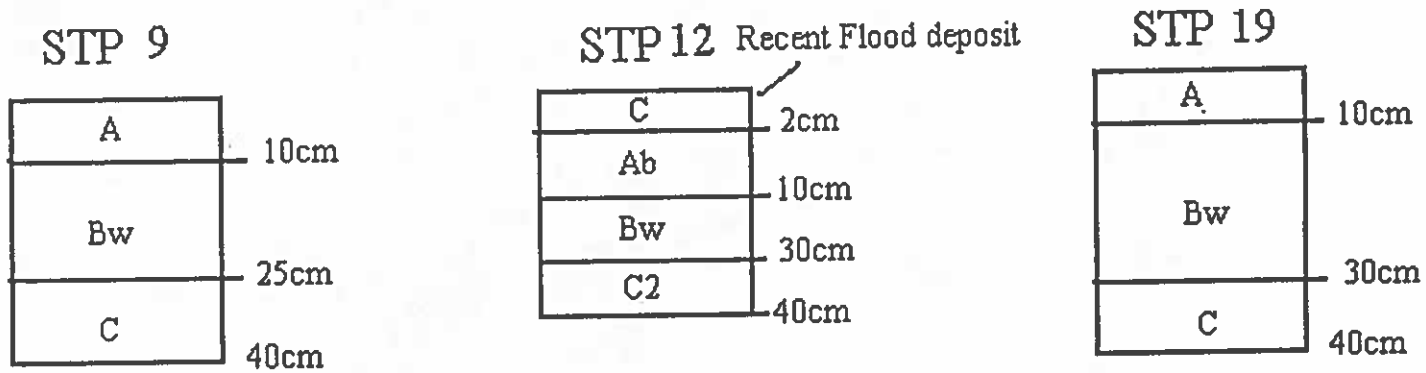


Figure : 13

than 3%. The area is approximately 900 m (2970 ft) in linear distance and largely consists of wooded areas with some localized clearings closer to Leeper. Some small areas along Segment B have also been clear-cut for the overhead passage of power lines (Figure 6). Of the 900 (2970 ft) approximately 200 m(660 ft) of Segment B have been impacted by residential useage (driveways, septic systems etc.).

A total of 44 test units wee emplaced along the remaining 700 m (2310 ft) of water-line corridor which was determined to be undisturbed. All of the 44 shovel test probes were excavated into a weathered bedrock C horizon or directly onto the top of in situ bedrock. A typical profile consists of a 5 cm thick A horizon which is underlain by a 20 cm to 25 cm thick well developed (prismatic structure) clay to clay loam Bt horizon. The Bt horizon was then underlain by either bedrock or weathered bedrock (Figure 14).

Although there is no strategy which can guarantee that all cultural resources have been identified, we submit that all reasonable tests have been made in an interdisciplinary manner, and that all potentials have been taken into account, and that Segment B of the water-line corridor is clear from any adverse impact to any potentially significant cultural resources.

Segment C:

Segment C is located 600 m (1980 ft) north of Tylersburg, on the northeastern side of Rt. 36. Segment C is located along a grassy area which extends for a distance of 50 m (150 ft). A total of 5 shovel test were performed at along Segment C (Figure

Representative Soil Stratigraphic Cross Section

Segment B

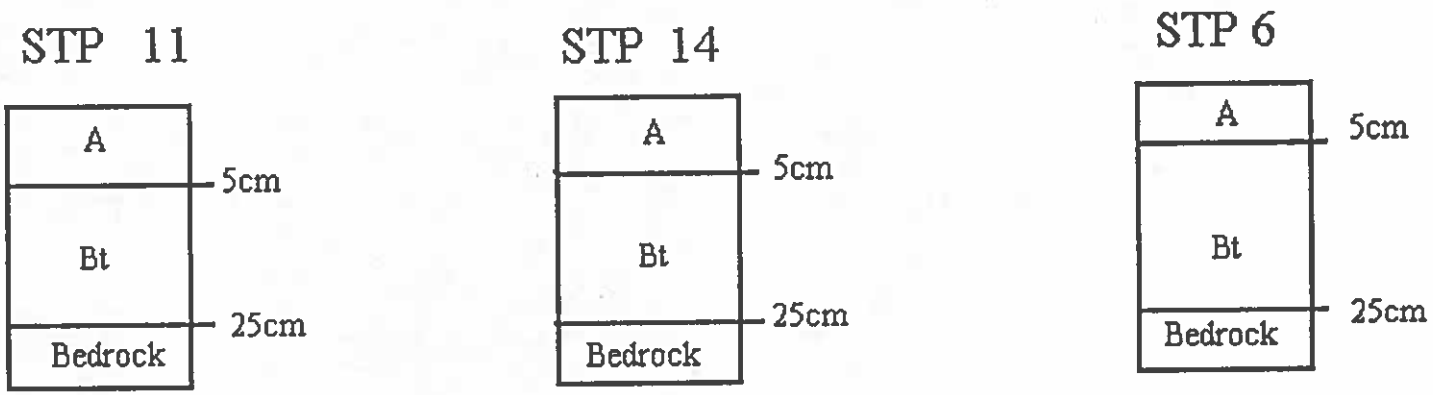


Figure: 14

Representative Soil Stratigraphic Cross Section

Segment C

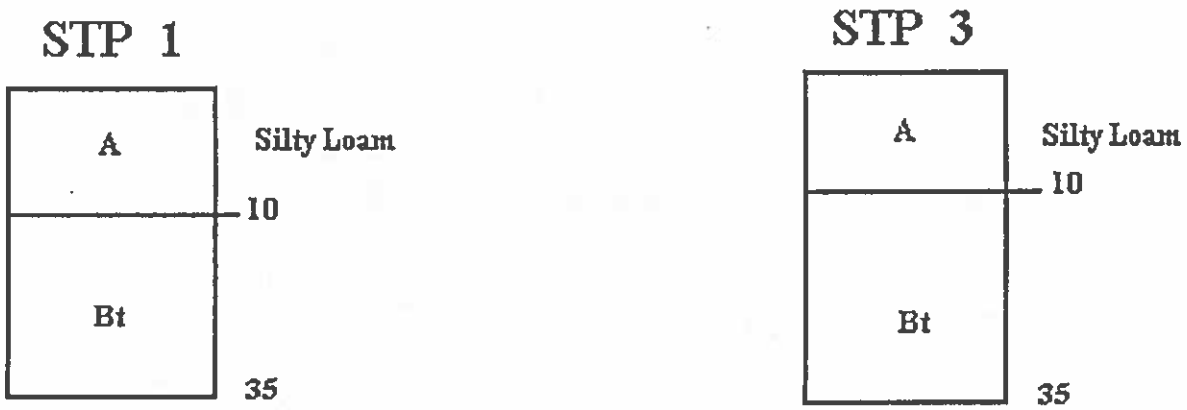


Figure : 15

7).

The soils located along Segment C are entirely residual in orgin having formed from the in situ weathering of lower Pennsylvanian age sandstones. The soil sequence in Segment C is essentially identical to that found along Segment B. The surface horizon consists of a thin (10 cm thick) A horizon which is underlain by a 25 cm thick clay to clay loam argillic Bt horizon. The Bt horizon was then underlain by weathered bedrock (Figure 15). Once again, no prehistoric artifacts were recovered during Phase I testing along Segment C of the water-line corridor.

5.0 Conclusions

Based upon the results of all levels of Phase I study, it can be concluded that the Farmington Twp. water-line corridor, water supply area and well site localites will not adversely impact any potentially significant prehistoric cultural resources. Based upon these findings, the project should proceed without the need for additional Phase II archaeological work.

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Appendix A

Letter Report: Sept. 16, 1998-10 Acre Water Supply Area

Letter Report: Oct . 29, 1998-Three Well-Site Loci

ATTACHMENT (SEPT. 16, 1998 LETTER)

Sept. 16, 1998

Mr. Andrew Wyatt
Pennsylvania Bureau for Historic Preservation
Wm. Penn Museum and Historical Commission
Harrisburg, Pa. 17108-1026

RE: Management Summary, Result and Recommendations pertaining to Phase I Archaeological Testing within the Farmington Township Water Well Supply Area, Clarion County, Pa.
ER# 97-2332-031-A

Dear Mr. Wyatt:

The following management summary letter details the results of the Phase I archaeological and archaeogeological inventory investigations recently completed by Clarion Univ. of Pa. at the proposed Farmington Twp. water-well drill site study area. All Phase I levels of study were conducted under the overall supervision of Dr. Frank J. Vento, Professor, Department of Anthropology, Geography and Geology, Clarion University of Pennsylvania. The field investigations were conductd during the month of September 1998, and focused on the archaeological potential of a proposed water well site area for the proposed Farmington Township Water and Sewer Project, Clarion County, Pa.

The proposed water well study area is situated approximately 6000 ft north of the intersection of Route 66 and the Tylersburg Road. Several water wells will be drilled within the shaded area denoted on Figures 1-2 and will essentially serve as the primary potable water supply for the project area residents. While the water well study area encompasses an approximate 10 acre area, only a small area will be impacted by drilling. Unfortuately, since no specified well-pad areas or access roads were noted on the plan map of the project area, the entire area with slopes of less than <15% were examined via standard shovel test probes.

The purpose of the archaeological study was to determine whether any potentially significant cultural resources, historic or prehistoric, would be impacted by drilling activities for the water wells. A examination of the site files both at the Wm. Penn Museum and Historical Commission in Harrisburg as well as at the map archive held by the Carnegie Museum in Pittsburgh indicated that no previously recorded sites occurr within the water well site area.

Furthermore, discussions with local residents, archaeologists at Clarion University of Pa., and avocational archaeologists in the area also indicated no knowledge of prehistoric or historic resources as occurring within the water well area. By applying a sequence of documentary review, informant interviews, ecological/geomorphological assessment, surface pedestrian reconnaissance and subsurface testing (shovel test probes), the proposed water well area was intensively examined.

The results of the shovel test probes indicate that the soils within the study area are entirely residual in origin and have formed in-place since Late Cretaceous times on sandstones of lower Pennsylvanian age.

Within the limitations of this survey methodology, we can report that no prehistoric or historic sites were identified during the Phase I archaeological inventory investigations. A total of 88 shovel test probes were emplaced within the proposed water well study area. The soils encountered during shovel testing were generally uniform throughout the study area. A typical profile consists of a 20 cm thick, dark brown clay loam Ap horizon (10YR4/2) which disconformably overlies a strongly oxidized, argillic, and occassionally mottled (near base of horizon) light brown clay loam Bt horizon (10YR7/6). In most cases, weathered bedrock (C horizon) was typically encountered within 35 cm of the ground surface. In a few test probes, however, the C horizon extended to 52 cm - 55 cm below ground surface (Figure 3).

The absence of any prehistoric sites was not unexpected considering:

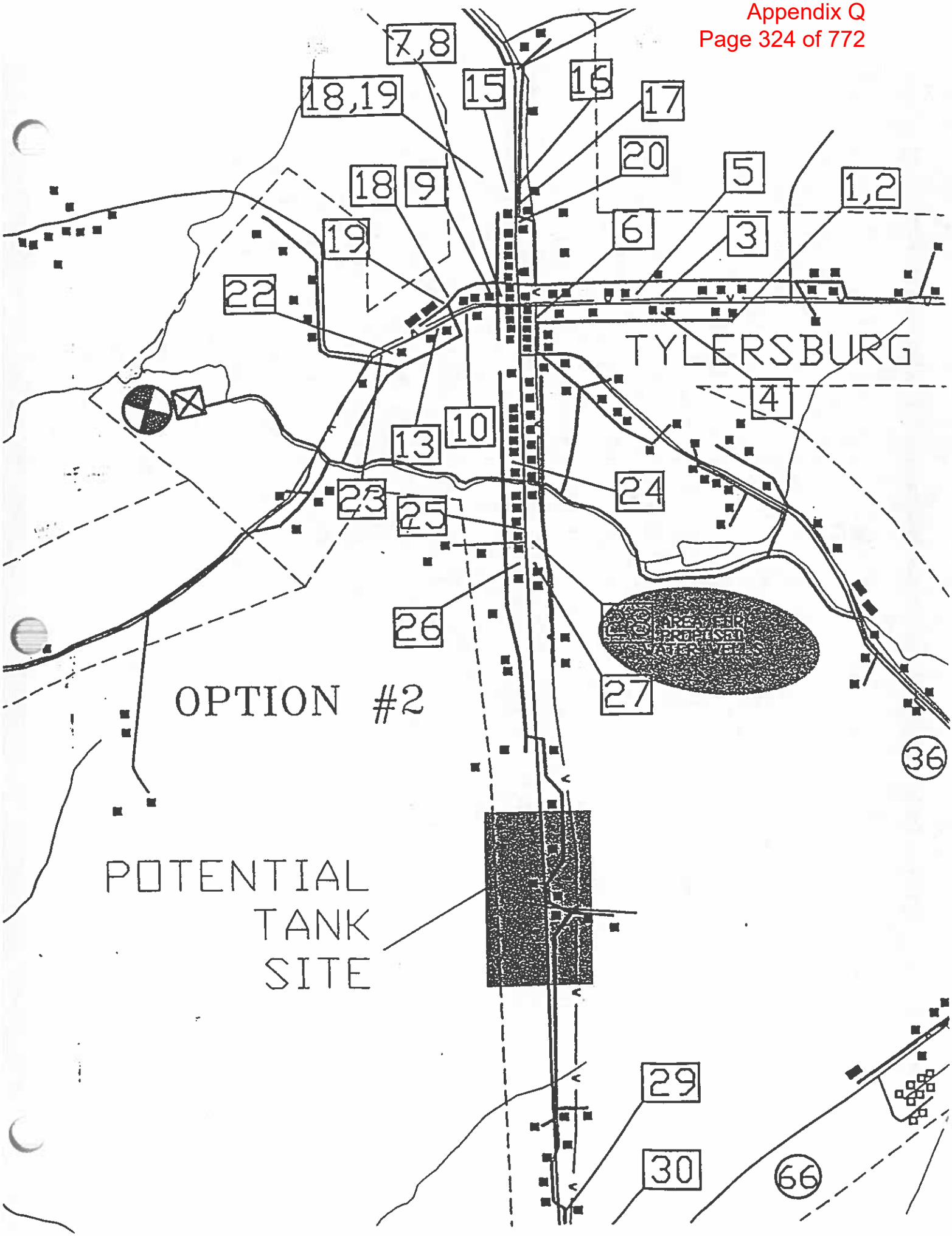
1.) that no perennial water supply (stream or spring) occurs within the confines of the study area, 2.) localized and small areas which contained poor soil drainage, 3.) local slope conditions of 3 to 4 degrees and 4.) prior disturbance from road, lumbering and farming activities.

Although there is no strategy which can guarantee that all cultural resources have been identified, we submit that all reasonable tests have been made in an interdisciplinary manner, and that all potentials have been taken into account, and that the proposed water well study area is clear from adverse impact to any potentially significant cultural resources.

Sincerely,

Frank J. Vento, Ph.D.
PG-001831-G

Figure 1. Planview showing location of area where proposed water wells will be situated (1"=1000 ft.).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OPTION #2
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POTENTIAL
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Figure 2. Topographic map showing location of proposed area where water wells will be situated (1"=1000 ft.).

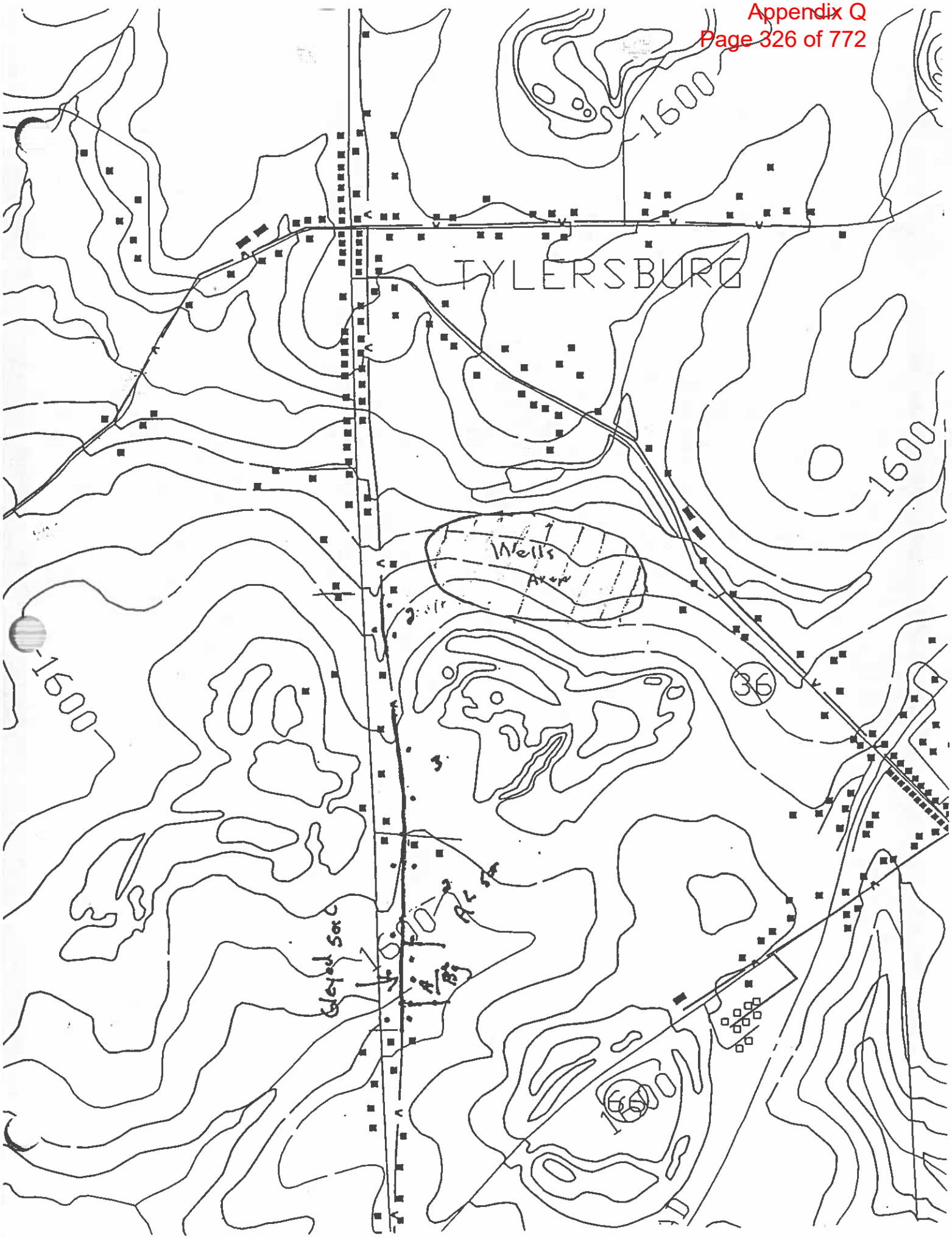
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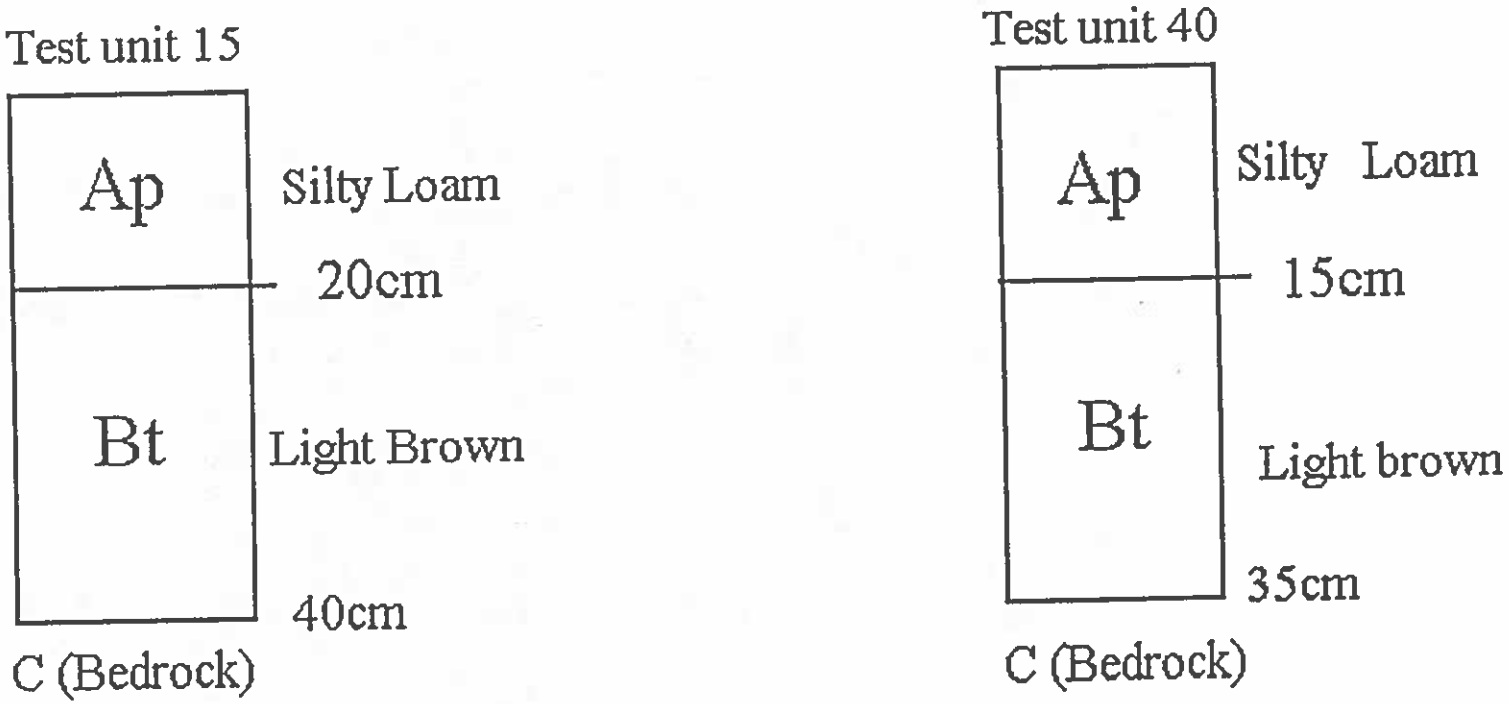
Figure 3: Soil Cross Section At Proposed Water Well Site , Farmington Township, Pa.



October 29, 1998

Mr. Andrew Wyatt
Pennsylvania Bureau for Historic Preservation
Wm. Penn Museum and Historical Commission
Harrisburg, Pa. 17108-1026

RE: Management Summary, Result and Recommendations pertaining to Phase I testing of three site specfic water well loci within the Farmington Township Water Well Supply Area, Clarion County, Pa.
ER# 97-2332-031-A

Dear Mr. Wyatt:

The following management summary letter details the results of the Phase I archaeological and archaeogeological inventory investigations recently completed by Clarion Univ. of Pa. four well site locations within the proposed Farmington Twp. water-well drill site study area (Figure 1). All Phase I levels of study were conducted under the overall supervision of Dr. Frank J. Vento, Professor, Department of Anthropology, Geography and Geology, Clarion University of Pennsylvania. The field investigations were conducted during September 21 thru 25th and focused on the archaeological potential of three proposed water well site areas situated along identified fracture traces (Figure 2).

The proposed three new well sites are situated approximately 4000 ft west of Route 36 and 3000 m northwest of Lickingville Road. The vegetation within the well site areas consisted of tertiary stands of broad-leaf deciduous trees with minor stands of hemlock. The understory was highly variable consisting primarily of various grasses and low scrubs. The understory vegetation was continuous and did afford any ground surface visibility. It should be noted that this area lies well to the west of the previous 10 acre proposed well-site area which was Phase I tested in early September 1998 (see attached letter report).

The purpose of the archaeological study was to determine whether any potentially significant cultural resources, historic or prehistoric, would be impacted by drilling activities for the three water wells. A examination of the site files both at the Wm. Penn Museum and Historical Commission in Harrisburg as well as at the map archive held by the Carnegie Museum in Pittsburgh indicated that no previously recorded sites occurr within the water well site area. Furthermore, discussions with local residents, archaeologists at Clarion University of Pa., and avocational archaeologists in the area also indicated no knowledge of prehistoric or historic resources as occurring within the water well area. By applying a

sequence of documentary review, informant interviews, ecological/geomorphological assessment, surface pedestrian reconnaissance and subsurface testing (shovel test probes) at each of the three well-site areas.

The results of the shovel test probes indicate that the soils at Well Site #1 were situated on an elevated terrace situated some 4 m above the narrow, flood scoured T0 flood plain zone of the unnamed tributary. The soil stratigraphy encountered at Well Site #1 consisted of a 2 cm thick loam sand surface C-horizon or recent flood event which capped a thin, A horizon. The 5 cm thick A horizon was then underlain by a brown sandy loam Bw horizon which attained a maximum thickness of 30 cm. The Bw horizon was then underlain by relict lateral accretion deposits (cobbly sand). No archaeological materials were encountered in any of the 16 shovel tests emplaced within Well Site #1.

The soil stratigraphy encountered at Well Sites 2 and 3 can best be classified as residual soils which have undergone truncation (thinning) by mass-wasting processes due to historic deforestation. A typical profile consists of a 18 cm thick, dark brown clay loam Ap horizon (10YR4/2) which disconformably overlies a strongly oxidized, argillic, and occassionally mottled (near base of horizon) light brown silt to clay loam Bt horizon (10YR7/6). In most cases, weathered bedrock (C horizon) was typically encountered within 40 cm of the ground surface. In a few test probes, however, the C horizon extended to 60 cm below ground surface. Of the 32 shovel test probes emplaced within Well Site 2 and 3, no probe yielded any historic or prehistoric cultural materials.

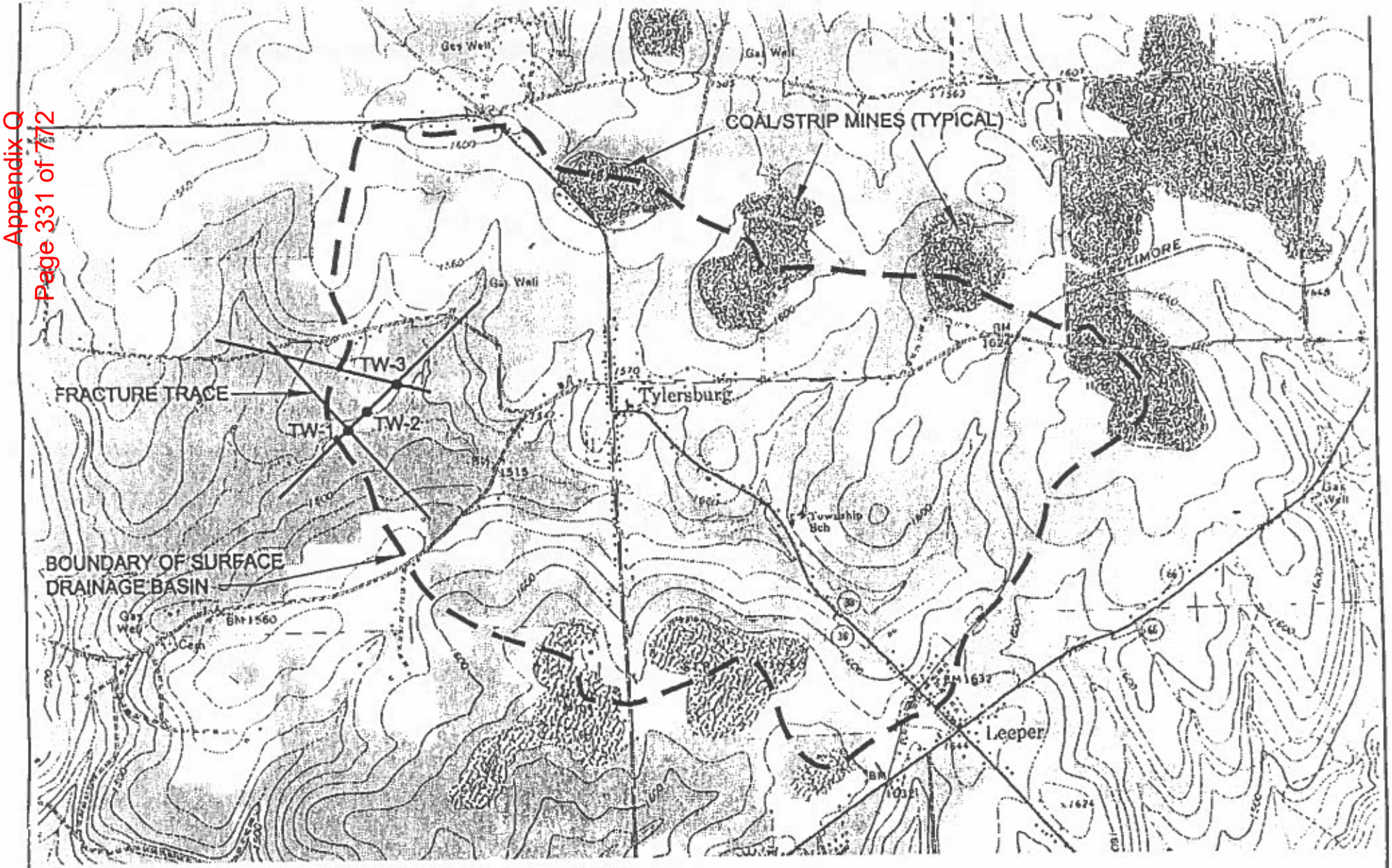
Within the limitations of this survey methodology, we can report that no prehistoric or historic sites were identified during the Phase I archaeological inventory investigations conducted at the three well site loci. A total of 48 shovel test probes were emplaced within the proposed water well study area (16 probes at each 1 acre well site). The residual soils encountered during shovel testing were generally uniform throughout Well Sites 2 and 3 while Well Site 1 contained decidedly Holocene age alluvial soils.

Although there is no strategy which can guarantee that all cultural resources have been identified, we submit that all reasonable tests have been made in an interdisciplinary manner, and that all potentials have been taken into account, and that the three proposed water well sites are clear from adverse impact to any potentially significant cultural resources.

Sincerely,

Frank J. Vento, Ph.D.
PG-001831-G

Figure 1. Planview showing location of area where proposed three water well sites will be situated (1" = 1000 ft).



From: USGS 7.5 min. Tylersburg and Lucinda, PA Quadrangle, PR. 1973

LEGEND

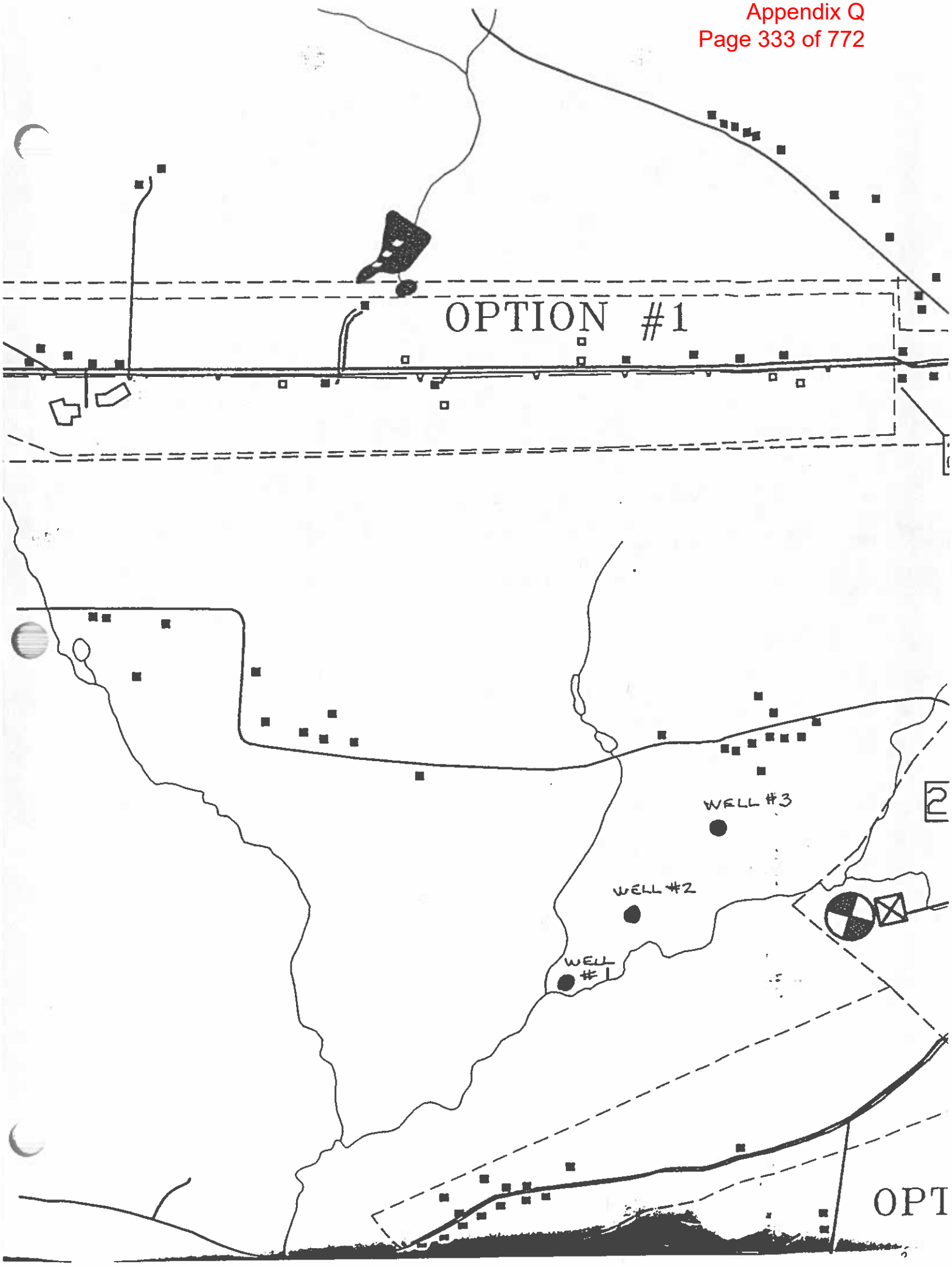
● TW-1 PROPOSED TEST WELL SITE

SCALE: 1" = 2000'

FIGURE 2
Proposed Test Well Locations
Tylersburg - Leeper Area
Farmington Township, Clarion County, Pennsylvania

Meiser & Earl, Inc. / Hydrogeologists
1512 W. College Avenue
State College, Pennsylvania 16801
(814) 234-0813

Figure 2. Topographic map showing location of proposed water well sites.


OPTION #1
WELL #3
WELL #2
WELL #1
OPT

Pennsylvania Department of Environmental Protection

230 Chestnut Street
Meadville, PA 16335-3481

June 12, 2006

Northwest Regional Office

814-332-6942
Fax: 814-332-6121

Mr. Gene Fredericks, Chairman
Farmington Township
32691 State Route 66
Leeper, PA 16233

Re: PMC 3M Minor Update Revision
Crown/Leeper South Areas
Farmington Township, Clarion County

Dear Mr. Fredericks:

The Department of Environmental Protection (DEP) has reviewed and hereby approves the proposed Official Plan Revision for Farmington Township. The PMC 3M Planning Module was prepared to address the sewage disposal needs of the Village of Crown and Leeper South areas of the township.

The Plan proposes the construction of sewer extensions utilizing both small diameter pressure sewer lines with grinder pumps and conventional sanitary sewers with pump stations along Route 66. New wastewater flows estimated at .026 MGD from 132 EDU will be conveyed to the Farmington Township Wastewater Treatment Plant (WWTP).

The project estimated to cost $1,993,200 will be financed through a $1,036,464 grant and $851,136 low interest loan from the USDA-RUS. A tap fee of $800/EDU will constitute the local share of the project. Following DEP permit issuance and project bidding, construction is expected to begin late this summer. Completion of sewer installation is slated for December of 2006. Through a resolution of adoption of the PMC 3M Module dated April 19, 2006, you have committed to the timely implementation of this project. The Department will hold Farmington Township to this commitment.

Under the Pennsylvania Sewage Facility Act, you are eligible for reimbursement for part of the cost incurred in the preparation of this Plan. This grant is limited to 50% of eligible cost. Payment is subject to adequate State Budget appropriations for the Act 537 Plan Program. An application for this planning assistance is enclosed for your use.

Thank you for your efforts in this matter. If you have any questions, please do not hesitate to contact Richard Kaintz at this office.

Sincerely,

Ricardo F. Gilson
Regional Manager
Water Management

Enclosure

cc: Northwest Engineering, Inc.
Clarion County Planning Commission
M. Zimmerman
R. Kaintz
G. Berg
File – Act[illegible] Plan

RFG:RFK:jb:smc

ACT 537 BASE PLAN UPDATE ROUTE SLIP

Lead Municipality: Farmington Township

County: Clarion

****

Reviewer: _____

Date plan determined adopted and complete: _____

PA Bulletin To Read: The approved plan provides for . . .

_____

_____

_____

_____

_____

PENNVEST - Yes or (No) NPDES/WQM - Yes or No

****

To: Marisa Hoover: 6-13-06 Clearfield 116000

eFACTS Entry Date: 6.13.06 Sub 532057

PA Bulletin Submittal Date: _____ APS 585866

Auth 636158

****

To: SPS II or Engineer: _____

eFACTS Entry Date: _____

SP Supervisor: R Kaintz

eFACTS Entry Date: 6/1/06

Disposed Date: 6/12/06

****

To: Bill Crawford or Rick Kaintz to prepare for file room.

COMMONWEALTH OF PENNSYLVANIA
Department of Environmental Protection
Northwest Regional Office
June 1, 2006
Tel: 814-332-6942
Fax: 814-332-6121

SUBJECT: Minor Act 537 Update Revision
Farmington Township, Clarion County

TO: Ricardo F. Gilson
Regional Manager
Water Management

FROM: Richard F. Kaintz
Sewage Planning Supervisor
Water Management

THROUGH: Michael K. Zimmerman, P.E. 6/7/06
Planning & Finance Chief
Water Management

Attached for your consideration and approval is the Farmington Township, Crown and Leeper South Minor Act 537 Update Revision – Component 3M. The PMC 3M was revised and resubmitted on April 27, 2006, by Northwest Engineering, Inc. It proposes extensions of the existing sewerage collection system north to serve the Village of Crown and the Route 66 Corridor south of Leeper. Both areas have been identified as a "needs area" with high onlot sewage system malfunctions rates.

The sewer project will serve 132 EDU's using both small diameter pressure sewers with grinder pumps and conventional gravity sewers and pump stations. Flows are estimated to be .026 MGD and there is capacity at the existing .10 MGD STP. The project is estimated to cost $1,993,200 and will be funded through a grant/loan from RUS that will result in an estimated monthly user cost of $44.66/EDU with a $800/EDU tap-in fee. DEP permit applications are expected to be submitted by June 2006. Following permitting and project bidding, construction should begin later in 2006. Farmington Township Supervisors have adopted, by resolution, the Minor Act 537 Update Revision on April 19, 2006, committing the municipality to compliance with a timely implementation of the Plan. The Plan appears to be complete and consistent with Act 537 and the Clean Streams Law regulations. I, therefore, recommend approval of the revised Farmington Township Act 537 Plan as amended.

An approval letter is attached for your signature.

Attachment

cc: R. Kaintz
M. Zimmerman
G. Berg
Act 537 Plan

RFK:jb

Record # _____

PMC 3m Sewage Facilities Planning Module Administrative Technical Review

To: Ricardo F. Gilson
Regional Manager
Water Management

From: G. Berg Date: 5-10-05
Sewage Planning Specialist

Through: R. Kantz and M. Zimmerman 6-7-06
Sewage Planning Supervisor Planning Chief

eFACTS Input

Client (Municipality): Farmington Twp. Site (Project Name): Crown/Keper S. Sewer Ext.

County: Clarion PMC Code: K6-04-219

~~APS: 541053~~ ~~AUTH: 576473~~

Entered By: _____ Date: _____

Final Disposed (issued) Date on Authorization Page: _____

eFACTS Review

Specialist Review	Administrative (task/sub)	Technical (task/sub)	Incomplete (task/sub)
Berg	ADMRV/AC	TECH 1/WQR	ADMRV/CL

Supervisor Review	Technical (task/sub)	Section Chief Review	Decision (task/sub)
	Tech1/MR	6-7-06 (Mike Zimmerman)	DCREV/EVR

Project Tracking

Date Postcard Received _____ Date PMC Returned Incomplete _____ _____

Date Modules Received 12-22-04 _____ Date Determined Complete _____

Are coordinates and acreage reasonably consistent between PC and Module? coordinates ___yes ___no
acreage ___yes ___no

Project Description

2 Sewer Extensions 22,800 GPD 57 Existing EDUs _____ New EDUs

Total Project Cost: 627,200 User Fees: _____/mon. 0 tap-in

Funding Agency: Pennvest

Chapter 94 Consistency? X Yes ___ No ___ N/A

RECOMMENDATION X **APPROVE** ___ **DISAPPROVE**

Comments/Reasons for disapproval ~~(cite appropriate sections of Chapter 71)~~

1) _____

2) _____

3) _____

ADDRESSES

Municipality
Farmington Township
Gene Frederick, Chm
P.O. Box 148
32691 Route 66
Leeper, PA 16233
(814) 744-8523

Developer
Farmington Township
Nancy Mellon, Sec.
P.O Box 148
32691 Route 66
Leeper, PA 16233
(814) 744-8523

Authority
Farmington Township
Gene Frederick
Farmington Twp. WWTP
NPDES Number PA0223042

Consultant
Dale W. Sorensen, EIT
Northwest Engineering, Inc.
R.D. #1, P.O. Box Q
Tidioute, PA 16351
814-484-7595
484-3504

County Planning Commission
Clarion Co. Planning + Dev.
Kevin L. Reichard Eng.
Courthouse
430 Main St.
Clarion, PA 16214
(814) 226-4000, EXT. 2803

____ **ECDH** ~~Erie County Dept. of Health~~
~~606 West 2nd~~
~~Erie PA 16507~~

Local Agency

Other

Administrative Review

X PMC Complete

____ Send PMC 3 Return Letter

Incomplete	OK		
____	✓	A. Project Information	
____	✓	B. Municipal (Client) Info	
____	✓	C. Project (Site) Info	
____	✓	D. Consultant Info	
____	Public Water	E. Drinking Water	
____	✓	F. Project Narrative	✓1) Type of Project; ✓2) Number of Lots/EDUs; ✓3) Proposed Sewage Method; ✓4) Population Estimates/Flows; ✓5) Location of Connection; ___6) Total Acres
____	✓	G. Sewage Disposal Needs Identification	See attached Sanitary Survey
		H. Existing Wastewater Facilities	
____	✓	H1. Collection System	
____	✓	H2. Wastewater Treatment Facility	
		I. Proposed Wastewater Facilities	
____	✓	I1. Immediate & Future Flows- Accurately Projected? Adequate Capacity?	
____	✓	I2. Plot Plan	___a) Bldgs; ___b) Lots; ___c) Adj. Lots; ___d) Existing Facilities; ___e) Pt. of Connection; ___f) Water Supplies; ___g) R.O.W.s; ___h) Roads; ___i) Open Spaces; ___j) Wetlands; ___k) Floodplains; ___l) Prime Ag; ___m) Utilities; ___n) North
____	NWI Map	I3a. Wetland- Are existing wetlands plotted on map or delineated?	
____	OK	I3b. Wetland Permits- Are encroachments addressed?	
____	✓	I4. Prime Ag	land returned to original condition.
____	NA	I5. Storm Water Management	
____	✓	I6. PNDI	No adverse impacts expected to conflict.
____	OK	I7. Comprehensive Plan Consistency- Documentation provided?	
____	✓	I8. PHMC	No / No
____	plot has UER	I9. Pennvest- Is EIS attached is Pennvest funding is being sought?	Yes
____	✓	J. Alternative Analysis	✓1) Sewage Method; ✓2) Adj. Land; ___3) Adj. Needs; ✓4) Alt. Considered; ✓5) Chosen Method; ✓6) Responsibility; ___7) Add'l Info
____	✓	K. Chapter 94 Consistency	
____	✓	K1. Project Flows	

____	NA	K3a. Collection & Conveyance Overload- If overload projected is CAP letter attached?
____	✓	K3b,c, d. Collection & Conveyance No Overload- Certification of adequate capacity?
____	NA	K4a. Treatment Facility Overload- If overload projected is CAP letter attached?
____	✓	K4b,c. Treatment Facility No Overload- Certification of adequate capacity?
____	✓	L. Institutional Evaluation- Attached?
____	✓	M. Project Costs & Funding Analysis
____	✓	N. Project Implementation Schedule
____	✓	O. Public Notification- Copy of notice, public comments, & municipal responses attached?
____	✓	P. Additional Planning Items addressed?
____	None	Q1. Component 4a- Municipal Planning
____	✓	Q2. Component 4b- County Planning
____	NA	Q3. Component 4c- Health Dept.
____	✓	R. Resolution of Adoption
____		XX. Custom Paragraph (see attachment from SPS)

Notes:

Technical Review

	Technically OK? Yes	No
A. Project Information	✓	
E. Drinking Water	Public Water	
F. Project Narrative	✓	
G. Sewage Disposal Needs Identification	✓	

Comments: See attached sanitary survey

	Technically OK? Yes	No
H. Existing Wastewater Facilities	✓	
I. Proposed Wastewater Facilities		
1) Flows		
i) Projected flows accurately estimated?	✓	
ii) Compared and consistent with most recent Ch. 94 report?	✓	
2) Plot Plan	✓	
3) Wetland Protection		
i) Plot plan consistent with NWI Maps?	✓	
ii) Were obvious wetlands observed on site? ✓ yes ___ no		
iii) Have wetlands concerns been raised by others? ___ yes ✓ no		
iv) If needed, has S/W documentation been provided? N/A ✓		
v) Is project consistent with Wetlands Protection?	✓	
4) Prime Ag Land Protection	✓	
5) Storm Water Management	✓	
6) PNDI No adverse impacts for 1 conflict N/A	✓	
7) Comp. Plan Consistency- Consistent?	✓	
8) PHMC		
i) PHMC concerns raised by others? ___ yes ✓ no	✓	
ii) Is project consistent with PHMC?	✓	

	Technically OK? Yes	No
9) Pennvest Funding		
i) Is Pennvest funding sought? ✓ yes ___ no	✓	___
ii) If yes, Is EIS attached and adequate? N/A___	✓	___

Comments:_____

	Technically OK? Yes	No
J. Alternative Analysis	✓	___
K. Chapter 94 Consistency N/A___		
1) **Project Flows**	✓	___
2) **Total Sewage Flow Chart**	✓	___
3) **Collection/Conveyance**- permitee input?	✓	___
4) **Treatment**- permitee input?	✓	___
CAP in place-consistency established? N/A ✓	___	___
Chapter 94 exception N/A___	___	___

Describe &Comment on Ch94 problems:_____

	Technically OK? Yes	No
L. Institutional Evaluation- Attached & Adequate?	✓	___

i) Name the Responsible Entity: Farmington Twp.

	Technically OK? Yes	No
M. Project Cost and Funding Analysis		
i) Costs reasonable?	✓	
ii) Can Project be Implemented?	✓	
N. Project Implementation Schedule- Dates reasonable?	✓	

Discuss any potential implementation problems: _____

O. Public Notification	N/A____		
1) Copy of publication?		✓	
2) Copy of comments and responses?		✓	
P. Additional Ch. 71 Planning Elements	N/A____		
Q. Planning Agency Review			
1) 4a-Local Planning Commission comments?	N/A ✓		
2) 4b-County Planning Commission comments?		✓	
3) 4c-County Health Department Comments?	N/A ✓		
R Resolution of Adoption			
1)Transmittal Letter		✓	
2)Adoption Resolution		✓	

Describe & Discuss UnfavorableComments: _____

General Comments:

PMC 3m Sewage Facility Planning Module Administrative/Technical Review

Developer (Site Contact) Nancy Mellon
Project Name (Site) Crow/Keeper South Sewer Ext. Proj
Municipality (Client) Farmington Twp. / 116000
County Clarion

PMC Code K6-04-219
Authorization ~~574973~~
APS ~~541053~~
Date 12-22-04
Site ~~648542~~

Project Tracking

Date PMC Received 12-9-04
Date PMC Returned Incomplete _____
Date PMC Resubmitted _____
Date PMC Determined Complete _____

Administrative Review

Incomplete	OK		
____	✓	A. Project Information	
____	✓	B. Applicant information	
____	✓	C. Site Information	
____	✓	D. Consultant Information	
____	Public Water	E. Permit Coordination	
____	✓	F. Project Narrative	
____	✓	G. Sewage Disposal Needs Identification	See attached sanitary survey
____	✓	H. Existing Wastewater Facilities	
____	✓	I. Proposed Wastewater Facilities	
____	✓	J. Alternative Analysis	
____	✓	K. Chapter 94 (Municipal Wasteload Management) Consistency	
____	✓	L. Institutional Evaluation	
____	✓	M. Project Cost and Funding Analysis	
____	✓	N. Project Implementation Schedule	
____	✓	O. Public Notice Requirement	
____	✓	P. Additional Project Specific Planning elements	
____	✓	Q. Planning Agency Review	County 48
____	✓	R. Resolution of Adoption	

Farmington Township
Clarion County, Pennsylvania

Crown & Leeper South
Sanitary Sewer Extension

SEWAGE FACILITIES PLANNING MODULE
FOR
MINOR ACT 537 UPDATE REVISION

Component 3m

~~October 2004~~
APR. 06

Prepared by:

NORTHWEST ENGINEERING, INC.
Consultants and Civil Engineers

P.O. Box Q, Tidioute PA 16351
(814) 484-3504 TEL (814) 484-7595 FAX

RESOLUTION FOR PLAN REVISION

RESOLUTION OF THE SUPERVISORS OF FARMINGTON TOWNSHIP, CLARION COUNTY, PENNSYLVANIA (hereinafter "the municipality").

WHEREAS, Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act," as amended, and the Rules and Regulations of the Department of Environmental Protection (Department) adopted there under, Chapter 71 of Title 25 of the Pennsylvania Code, requires the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters and/or environmental health hazards with sewage wastes, and to revise said plan whenever it is necessary to meet the sewage disposal needs of the municipality, and

WHEREAS, Farmington Township has prepared a Component 3m Sewage Facilities Planning Module which provides sewage facilities in a portion of Farmington Township and the alternative of choice to be implemented is the construction of a sewage collection system to serve the Village of Crown area as well as the area along Route 66 south of Leeper extending to the Farmington Township boundary. The key implementation activities include submission of permit applications to DEP, application for funding to RUS, and commencement of construction of the system in 2006.

WHEREAS, Farmington Township finds that the Facility Plan described above conforms to applicable zoning, subdivision, other municipal ordinances and plans and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the Supervisors of the Township of Farmington hereby adopt and submit to the Department of Environmental Protection for its approval as a revision to the "Official Plan" of the municipality, the above referenced Facility Plan. The municipality hereby assures the Department of the complete and timely implementation of the said plan as required by law. (Section 5, Pennsylvania Sewage Facilities Act as amended).

I, Nancy S. Mellon, Secretary,
Farmington Township Board of Supervisors hereby
certify that the foregoing is a true copy of Resolution No. 2006-02, adopted
April 19, 20 06.

AUTHORIZED SIGNATURE

Nancy S Mellon

MUNICIPAL SEAL

RECEIVED
[illegible]06

No..... Term, 20.....

File
JF
RF

Proof of Publication in The Derrick
UNDER ACT NO. 587, APPROVED MAY 16, 1929

STATE OF PENNSYLVANIA,
SS:
COUNTY OF VENANGO

Edward B. Cowart, of Venango Newspapers, Inc., of the County and State aforesaid, being duly sworn, deposes and says that THE DERRICK, newspaper of general circulation published at Oil City, Pa., County and State aforesaid, was established in 1871, since which time THE DERRICK has been regularly issued in said County, and that the printed notice or publication attached hereto is exactly the same as printed in the regular edition and issue of the said THE DERRICK on the following dates, viz:

24th of April, 2006

Affiant further deposes that he is authorized by VENANGO NEWSPAPERS, INC., agent for said THE DERRICK, to verify the foregoing statement under oath, and affiant is not interested in the subject matter of the aforesaid notice or advertisement, and that all allegations in the foregoing statements as to time, place and character of publication are true.

COPY OF NOTICE OF PUBLIC NOTICE

PUBLIC NOTICE

Crown/Leeper-South Sewage Extension Project. Farmington Township, Clarion County, is revising their Official Sewage Facilities Plan in conjunction with Pennsylvania Department of Environmental Protection's "Component 3m Water Act 537 Plan Update Revision." The recommendations within the 3m Planning Module include extensions of the Township's sanitary sewage collection system to serve the Village of Crown as well as the area along Route 66 between Leeper and the Township's southern boundary. The estimated cost for the service will be approximately $45 per month per Equivalent Dwelling Unit with a proposed $800 tap-on fee. A copy of this Planning Module will be available at the Municipal Building for public review during regular office hours. Farmington Township will receive written comments at PO Box 148, Leeper, PA 16233 for 30 days from the date of this notice. All written comments will be addressed and incorporated into the Planning Module.

Gene Frederick, Chairman

Sworn to and subscribed before me this 24th day of Apr., 2006.

Barbara J. Moffatt

NOTARIAL SEAL
Barbara J. Moffatt, Notary Public
Oil City, Venango County, Pennsylvania
My Commission Expires April 29, 2009

STATEMENT OF ADVERTISING COST

Farmington Township Supervisors
PO Box 148
Leeper PA 16233

#16116

The VENANGO NEWSPAPERS, INC., Dr.
Agent for The Derrick

For publishing the notice or publication attached hereto on the above dates	$134.24
Probating same	11.00
Total	$145.24

Publisher's Receipt for Advertising Costs

VENANGO NEWSPAPERS, INC., agent for THE DERRICK, hereby acknowledges receipt of the aforesaid notice and publication costs, and certifies that the same have been duly paid.

By

POOR QUALITY ORIGINAL

Northwest Engineering, Inc.
Consultants and Civil Engineers

RECEIVED
JUN 05 2006
ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

June 2, 2006

Rick Kaintz
Department of Environmental Protection
230 Chestnut Street
Meadville PA 16335

Subject: Farmington Township, Clarion County
Sewer and Water Extension Project
3m Module

Dear Mr. Kaintz:

No comments were received within the 30 day comment period that expired on May 25, 2006.

Please feel free to call with any questions or concerns.

Very truly yours,

NORTHWEST ENGINEERING, INC.

Jed A. Fiscus/ckw

Jed A. Fiscus, E.I.T.
Project Manager

JAF/ckw

Enclosures

Cc: Farmington Township

O:\WINWORD\FARM-CLR\Crown Project\letters\2006\june\Kaintz 2.doc

R.D. #1, P.O. Box Q, Tidioute PA 16351 • Ph. 814-484-3504 or 1-800-652-0568 • Fax 814-484-7595
E-Mail Address: nwemail@nwengineering.com

SEWAGE FACILITIES PLANNING MODULE
FOR
MINOR ACT 537 UPDATE REVISION

Component 3m

FARMINGTOWN TOWNSHIP
CLARION COUNTY, PA

PROPOSED CROWN AND LEEPER SOUTH
SEWER EXTENSION PROJECT

The following Sections letters correspond to the Sections set forth in DEP Form 3800-FM-WSWM0353m, Rev. 11/2002.

A. PROJECT INFORMATION

See DEP form.

B. CLIENT (MUNICIPALITY) INFORMATION

See DEP form.

C. SITE INFORMATION

See DEP form.

RECEIVED
APR 14 2006
ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

D. PROJECT CONSULTANT INFORMATION

See DEP form.

E. AVAILABILITY OF DRINKING WATER SUPPLY

See DEP form.

F. PROJECT NARRATIVE

The proposed project is an extension of existing sewer facilities to serve 108 existing residential EDUs in the village of Crown, and 24 existing residential EDUs along Route 66 south of Leeper. The total number of EDUs is 132. There are no commercial development projects currently being planned for either of these two areas. The majority of the proposed sewer facilities are low-pressure sewer pipelines, with each household having a grinder pump. A small section of the Crown area will be served by gravity sewer. Two pump stations are proposed along with upgrades to the existing Trailer Park Pump Station. The proposed

sewer pipeline will be constructed adjacent to the highway right-of-way whenever possible.

The connection to the existing system for the Crown area will take place 0.6 miles north of Leeper, at the existing Trailer Park Pump Station. The connection for the Leeper South area will take place along the SR 4033 highway right-of-way, 0.7 miles north of Vince's Tavern.

Based on 200 GPD per EDU (due to the fact that approximately 40% of the EDUs are seasonal), the projected additional flows are 26,000 GPD, or 0.026 MGD.

G. SEWAGE DISPOSAL NEEDS IDENTIFICATION

Township sewage enforcement personnel have completed a survey of the Crown area and have found numerous malfunctioning on-lot systems. Many residents along Route 66 south of Leeper have expressed desire for public sewer, probably because of unreliable on-lot systems. See attached Sanitary Survey and related correspondence.

H. EXISTING WASTEWATER FACILITIES

See DEP form.

I. PROPOSED WASTEWATER FACILITIES

1. The immediate projected flow from the proposed extension is estimated to be 0.026 MGD. The 5-year projected flow from the extension area is estimated to be 0.031 MGD, based on a growth factor of 1.2.

2. *Plot Plan*: See map with pertinent features shown.

3. *Wetland Protection*:

The mapping attached to this report shows wetlands noted on the United States Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) mapping, as well as hydric soils listed by the Natural Resources Conservation Service soils mapping combined with sketches of the proposed wastewater collection and treatment facilities (see Appendix). In general, identified wetlands are along the existing streams or where roadways penetrate swampy areas. Wetland areas exist within both Area 1 and Area 2 of the project.

Direct impact of utility line construction on wetland resources should be limited to wetlands adjacent to necessary stream crossings and immediately adjacent to roadways.

The Project Engineer will utilize qualified professionals to identify and permit encroachment of jurisdictional wetlands during the design phase. Jurisdictional wetlands include those that have the defined characteristics of

wetlands (as per U.S. Army Corps of Engineers and U.S. Fish & Wildlife Service guidelines), but appear too small to be identified on the NWI mapping. The Project Owners and Designers desire to avoid construction activity in jurisdictional wetlands. The extensive use of pressure sewer construction techniques and directional boring allows greater design flexibility to reroute sewer construction to avoid jurisdictional wetlands. Where water or sewer lines must penetrate wetland areas permits will be obtained from the PADEP and the USACOE for the stream and wetland crossings. The conditions outlined in the permit will be adhered to. No permanent structures (treatment facility or pump station) will be constructed in a wetland.

The number of wetland crossings is minimized. However, the encroachment of some wetland area may be unavoidable due to topography and locations of highways and structures, etc. Direct impacts will be temporary and localized since construction activities only involve the placement of sewer utility lines (buried) and no other structures. The following paragraphs are taken directly from the E&S Control Plan, which is to be strictly adhered to by the contractor responsible for installation of the sewer line.

1. If deemed necessary by the engineer, the contractor shall place a protective mat over the area where the excavation equipment will be setting in order to prevent sinking or other adverse affects to the wetland.

2. Trench plugs shall be installed as needed.

3. When removing soil from the trench, the contractor shall segregate the soils by stockpiling different soil types separately. All stockpiles shall be located away from the wetland area. When placing backfill into the trench, the contractor shall place each respective soil type back in its original position.

4. Permanent stabilization shall consist of applying Formula E (Annual Ryegrass).

5. In some cases, directional boring will be utilized for pipeline installation to avoid wetland impacts.

In these ways, wetlands of the project area will be either avoided or restored to their original condition. There are no foreseeable adverse permanent impacts to the environment as a result of this project.

4. *Primary Agricultural Land Protection*:

Prime Agricultural Lands will be disturbed during this project. However, upon completion of this project, any prime agricultural lands that were disturbed during construction will be returned to their original condition. The proposed sewage collection facilities will be located underground and will have no adverse impact on the land's ability to sustain farming.

5. *Stormwater Management Impacts*:

It is not believed that the project is in an area addressed by a stormwater management plan. However, this project will increase neither the flow rate nor the flow volume leaving any particular site. Whether pervious or impervious, all disturbed areas will be returned to their original conditions.

6. *PNDI Consistency*:

Documentation is attached relative to PNDI requirements. A potential conflict was identified with a species under PA Fish and Boat Commission jurisdiction. However, due to the nature of the project, no adverse impacts are expected to occur to any endangered species as a result of this project.

7. *Comprehensive Plan Consistency*:

To the Township's knowledge, this project is consistent with the Clarion County Comprehensive Plan. This module is subject to review by the County Planning Department.

8. *PHMC Coordination*:

The Cultural Resource Notice and response letter from PHMC is attached. No adverse impacts are anticipated on historical or archeological resources as a result of this project.

9. *Additional Requirements for Penn vest Projects*:

See Uniform Environmental Review (UER).

J. ALTERNATIVE SEWAGE FACILITIES ANALYSIS

The chosen method for sewage disposal for this project is a combination low-pressure and gravity collection system with each pressure sewer EDU having a grinder pump. Two pump stations along with upgrades to an existing pump station will also be part of the collection system. The project will serve approximately 132 EDUs. The primary land use in the project areas is residential. The present method of sewage disposal is primarily on-lot systems that consist of septic tanks and drain fields. There are also several wildcat sewers. The land adjacent to the project areas is primarily agricultural or forested land with very few homes.

Other sewage collection technologies that were considered include an all gravity sewer system and a vacuum system. These options were ruled out quickly for several reasons. A gravity system would require multiple pumping stations due to the topography of the areas. It would also likely require using backyards for the main line. The proposed low-pressure system will use the more direct route along the highway right-of-way and cause less disturbance. And while a vacuum

collection system may work in these areas, is not economically feasible until there are 250-300 EDUs on a system. The low-pressure sewage collection system was chosen because it has the lowest up-front capital cost. Both the gravity and vacuum systems would be very expensive to construct given the small EDU base and the need for multiple pump stations.

Combination gravity and low-pressure systems are being commonly used in applications such as these. They are adequate for both short and long term. The Township will be the owner of the system and will be responsible for operation and maintenance of the system. A key component of low-pressure systems is grinder pumps. The Township, not the homeowner, will be responsible for maintenance on the grinder pumps.

K. CHAPTER 94 CONSISTENCY DETERMINATION

See DEP form.

L. INSTITUTIONAL EVALUATION

Farmington Township will be the entity which will be responsible for design, permitting, constructing, owning, and operating the proposed facilities. As part of this system, they will be responsible for operation and maintenance of the individual grinder pumps. This is the option that makes the most sense. The Township is already the owner of the collection and treatment system that serves the Tylersburg and Leeper areas of the Township. This project is an extension of that system.

M. PROJECT COST AND FUNDING ANALYSIS

See next several pages. Also refer to DEP 3m form for the Cost and Funding Information table.

The proposed sewage extension project will be funded in combination with a project which extends potable water service to the same areas. The funding agency is RUS. The water and sewer extension project is to be funded as one project as proposed by RUS. The proposed RUS offer includes 52% grant, 42% loan and 6% local share. The loan/grant breakdown is as follows based on a sewer equivalent dwelling unit (EDU) number of 132:

Grant	$1,036,464 (52%)
Loan	851,136 (43%)
Local Share	105,600 (5%)
Total	$1,993,200

Anticipated Sewer Rate

Rural Utility Service

Monthly Debt Service	$27.66
Monthly O & M	$17.00
Monthly User Fee	$44.66

PENNVEST

Option 1 (current users and new users)	$47.39
Option 2 (new users only)	$70.87

N. PROJECT IMPLEMENTATION SCHEDULE

DESCRIPTION	DATE
Approval of 3m Module	April 2006
Submit DEP permit application	April 2006
Secure DEP permits	June 2006
Receive Construction Bids	June 2006
Begin Construction	July 2006
Complete Construction	December 2006
System Operational	January 2006

O. PUBLIC NOTIFICATION REQUIREMENT

See attachments.

P. ADDITIONAL CHAPTER 71 PLANNING ELEMENTS

N/A.

Q. PLANNING AGENCY REVIEW

See attachments.

R. RESOLUTION OF ADOPTION

See attachments.

FARMINGTON TOWNSHIP, CLARION COUNTY

SEWER LINE EXTENSION
CROWN
and
ROUTE 66 TO TOWNSHIP LINE
Cost Estimate - 4/12/06

No.	Item Description	Unit	Est. Quan.	Unit Price	Total Price
1	4" Pressure Sewer Line	LF	10,900	25.00	272,500
2	3" Pressure Sewer Line	LF	17,700	22.00	389,400
3	2 1/2" Pressure Sewer Line	LF	13,700	20.00	274,000
4	1-1/2" Pressure Sewer Line	LF	1,200	19.00	22,800
5	Pressure Service Connections	EA	117	700.00	81,900
6	8" and 10" Gravity Sewer Line	LF	950	34.00	32,300
7	Gravity Service Connections	EA	15	250.00	3,750
8	Double Cleanout	EA	20	2,000.00	40,000
9	Terminal Cleanout	EA	8	1,800.00	14,400
10	Cleanouts w/Air Release Valves	EA	30	2,700.00	81,000
11	Select Backfill	Ton	200	24.00	4,800
12	Bituminous Concrete	LF	50	45.00	2,250
13	Grinder Pumps	EA	117	1,800.00	210,600
14	Pump Stations	LS	2	105,000.00	210,000
15	Existing Pump Station Upgrades	LS	1	25,000.00	25,000
	TOTAL CONSTRUCTION COSTS				**$1,664,700**

DELIVERY COSTS	
Engineering	$118,000
Inspection	50,000
Prepare ROW Documents & ROW Assistance	12,000
Section 105 Permits	11,000
Legal	14,000
Bond Counsel	15,000
ROW Acquisition	9,500
Interest During Construction	45,000
Contingency	54,000
TOTAL PROJECT COSTS	**$1,993,200**

Prepared by: Northwest Engineering, Inc.

more...

PENNVEST
PENNSYLVANIA INFRASTRUCTURE INVESTMENT AUTHORITY

search:

- Return to PENNVEST Internet Homepage
- Financial Assistance Simulator
- **Borrower's Guide**
  - PENNVEST Process
  - Using the Site
  - Site Snapshot
  - Glossary
- **Calculators & Tools**
- **Get Help / Contact Us**
- **Loans & Eligibility**
- **Privacy & Security**
- Document Library
- How to Use the Online Funding Request Website
  - Funding Request
  - PENNVEST Review
  - Loan Closing
- Loan Disbursement Process
- Web Forms
- View as Text-Only
- Home

Login Register

Financial Assistance Simulator (FAS)

Project Options

County: Clarion County
Municipality: Farmington township
Ownership: Public
Sub-Type: Sewer/Storm

Parameters

Click on '?' for Help!

Total Project Cost:	1993200
Contributions:	0
Equity:	0
TAP Fees:	105600
Previous Advance Funding:	0
O & M Cost:	96178
Debt Cost:	84164
Percent Residential:	93
No. of HouseHolds Served:	435
Current User Rate:	456

Recalculate Reset

Results

Loan Amount	$1,471,350.33
Grant Amount	$416,249.67
Interest Rate (First Period) (%)	1.000
Interest Rate (Second Period) (%)	1.000
Loan Term Period (Months)	240
Resulting Rate	$568.68

Option 1: $47.39 per month for all users

- $38.00 current user rate
$9.39 per month
x 330 current EDU's
$3098.70 per month
÷ 132 new EDU's
$23.48 per month
+ 47.39

Option 2: $70.87 per month for new users

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APR 14 2006
ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

M. PROJECT COST AND FUNDING ANALYSIS (See Section M of instructions)

☒ A detailed cost estimate and present worth analysis for the project is attached. Provide a financing plan for the project, identifying the funding source(s) and identifying estimated tap fees and user rates. For projects proposing the use of PENNVEST funds, see Section I. 9. **ADDITIONAL REQUIREMENTS FOR PENNVEST PROJECTS**. Complete the following table:

Cost and Funding Information (Estimated)	
COST	
Construction cost	$ 1,664,700
Administrative, legal, engineering cost	$ 328,500
Total project cost	$ 1,993,200
Annual O/M cost	$ 27,134
FUNDING	
Tap-in fees ($ per EDU X no. EDUs)	$ 105,600
Proceeds from primary funding source	$ 1,887,600
Proceeds from other funding sources	$ 0
USER COSTS	
Initial user base	132 EDUs
Monthly debt service per EDU	$ 27.66
Monthly O/M cost per EDU	$ 17.00
Total estimated monthly user cost per EDU	$ 44.66

N. PROJECT IMPLEMENTATION SCHEDULE (See Section N of instructions)

☒ A project implementation schedule showing milestone dates for submission of DEP permit applications, initiation and completion of construction and any other milestones significant to this particular project is attached to this component

O. PUBLIC NOTIFICATION REQUIREMENT (See Section O of instructions)

☐ Attached is a copy of the public notice. All comments received as a result of the notice are attached.

☐ Municipal response to these comments is attached.

☐ No comments were received. A copy of the public notice is attached.

PUBLIC NOTICE

CROWN/LEEPER-SOUTH SEWAGE EXTENSION PROJECT. The Township of Farmington, Clarion County is revising their Official Sewage Facilities Plan in conjunction with Pennsylvania Department of Environmental Protection's (DEP) "Component 3m Minor Act 537 Plan Update Revision." The recommendations within the Component 3m Planning Module include extensions of the Township's sanitary sewage collection system to serve the Village of Crown as well as the area along Route 66 between Leeper and the southern Farmington Township boundary. The estimated cost for the service will be approximately $45.00 per month, per household or Equivalent Dwelling Unit (EDU) with an $800 tap-on fee proposed. A copy of this Planning Module will be available at the Farmington Township Building for public review by appointment, which can be made by contacting the Township Secretary at 814/744-8523. Farmington Township will receive written comments for 30 days from the date of this notice. Address written correspondence to: Farmington Township, 32691 Route 66, Leeper, PA 16233. All written comments will be addressed and incorporated into the Planning Module.

Gene Frederick, Chairman
Farmington Township

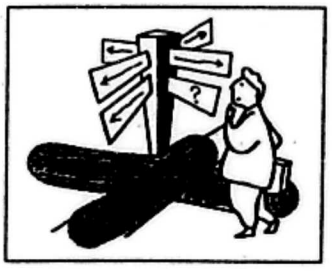
DRAWING FOUND HERE

USED FOR DOCUMENTS LARGER THAN 12" X 14"
USE **BLACK** FELT TIP PEN

FILL THIS TARGET OUT COMPLETELY, REPLACE DRAWING WITH IT

~~APERTURE CARD IN FILE~~

Maps at end of microfiche dk



REFER TO:

CO.	MUN.	PROG. CODE	PERMIT NUMBER	ER-EP-25 (8-81) DEPARTMENT OF ENVIRONMENTAL PROTECTION
1 2	3 4 5	6 7	8 9 10 11 12 13 14 15 16	
1 6	9 0 9	PL G	K 6 - 0 6 - 1 0 5	

CASE NAME

615778

17 18	19 20 21	22 23	24 25 26	27	28 29 30	31	32 33 34	35	36 37 38 39 40
F A	R M 1	N G	T O N		T W P		S T P		C L A R 1

FOLIO	SHEET NO.	NO. OF SHEETS	REV NO.	SCALES	IDENTIFICATION CARD FOR MICROFILMING
41 42	43 44 45	46 47 48	49 50		
		0 0 1		05/03 - 02/08	

ATTACH COMPLETED ID CARD TO DRAWINGS, AND MOVE DRAWINGS TO BACK OF BOX.

PLEASE USE OTHER FORM ON DRAWINGS!

DEP Drawing found here Created on 11/3/1999 6:10 AM

3800-FM-WSWM0353m Rev. 11/2002

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

Code No.

SEWAGE FACILITIES PLANNING MODULE FOR MINOR ACT 537 UPDATE REVISION

Component 3m. Municipal or Authority Sponsored Minor Sewage Collection Project

(Return completed module package to appropriate municipality)

DEP USE ONLY				
DEP CODE #	CLIENT ID #	SITE ID #	APS ID #	AUTH ID #

This document provides a simplified planning format for municipalities and municipal authorities proposing the construction of a sewer extension primarily serving existing development. Typically, this format would be used for projects involving the extension of sewer service to no more than 100 equivalent dwelling units (EDUs) and where the majority of the project serves existing development. For projects where more than 50 percent of the proposed customers will result from new land development, a Component 3 Sewage Facilities Planning Module would typically be used. For larger projects or if the project would involve the construction or modification of a wastewater treatment facility, then a general Act 537 Update Revision, meeting all of the requirements of Title 25 Pennsylvania Code, Chapter 71 § 72.21, is appropriate.

DEP staff will make a final determination as to the appropriate type of planning for a given project based on the review of a plan of study. Eligibility for a grant to offset the cost of planning will be determined by DEP staff based upon review of a *Task/Activity Report* (3800-FM-WSWM0005). The project sponsor submits both documents. **DO NOT** use this form without coordinating with your local DEP staff. Refer to the instructions.

This planning document, along with any other documents specified in the cover letter, must be completed and submitted to the municipality with jurisdiction over the project site for review and approval. All required documentation must be attached for the Sewage Facilities Planning Module to be complete. Refer to the instructions for help in completing this component.

A. PROJECT INFORMATION (See Section A of instructions)

1. Project Name

   Crown/Leeper South Sewage Extension Project

2. Brief Project Description

   Extend sewer lines to serve 57existing EDU's in the Crown area and area south of Leeper in Farmington Twp.

B. CLIENT (MUNICIPALITY) INFORMATION (See Section B of instructions)

Municipality Name	County		City	Boro	Twp
Farmington Township	Clarion		☐	☐	☒
Municipality Contact - Last Name	**First Name**	**MI**	**Suffix**	**Title**	
Mellon	Nancy			Secretary	
Additional Individual - Last Name	**First Name**	**MI**	**Suffix**	**Title**	
Frederick	Gene			Chairman	
Municipality Mailing Address Line 1		**Mailing Address Line 2**			
PO Box 148		32691 Route 66			
Address Last Line - City			**State**	**ZIP+4**	
Leeper			PA	16233	
Phone + Ext.	**FAX (optional)**			**Email (optional)**	
814-744-8523	814-744-8523				

C. SITE INFORMATION (See Section C of instructions)

Site Name				
Crown and Leeper South				
Site Location Line 1		Site Location Line 2		
Site Location Last Line - City	State	ZIP+4	Latitude	Longitude

Detailed Written Directions to Site
Crown is north of Leeper along SR 66
Leeper South is south of Leeper along SR 66

Description of Site

Site Contact - Last Name	First Name	MI	Suffix	Phone	Ext.
Mellon	Nancy			814-744-8523	

Site Contact Title	Site Contact Firm (if none, leave blank)
Township Secretary	
FAX	Email
814-744-8523	
Mailing Address Line 1	Mailing Address Line 2
PO Box 148	32691 Route 66
Mailing Address Last Line – City	State / ZIP+4
Leeper	PA 16233

D. PROJECT CONSULTANT INFORMATION (See Section D of instructions)

Last Name	First Name	MI	Suffix
Sorensen	Dale	W.	EIT

Title	Consulting Firm Name
Project Manager	Northwest Engineering, Inc.
Mailing Address Line 1	Mailing Address Line 2
RD 1 PO Box Q	

Address Last Line - City	State	ZIP+4	Country
Tidioute	PA	16351	USA

Email	Phone	Ext.	FAX
dsorensen@nwengineering.com	814-484-3504		814-484-7595

E. AVAILABILITY OF DRINKING WATER SUPPLY (See Section E of instructions)

The project will be provided with drinking water from the following source: (Check appropriate box)

- ☐ Individual wells or cisterns.
- ☒ A proposed public water supply.
- ☐ An existing public water supply.

If existing public water supply is to be used, provide the name of the water company and attach documentation from the water company stating that it will serve the project.

Name of water company: Farmington Twp Water

F. PROJECT NARRATIVE (See Section F of instructions)

☒ A narrative has been prepared as described in Section E of the instructions and is attached.

The applicant may choose to include additional information beyond that required by Section E of the instructions.

☒ G. SEWAGE DISPOSAL NEEDS IDENTIFICATION (See Section G of instructions)

Conduct sanitary and water supply surveys per DEP's publication entitled *Sewage Disposal Needs Identification*. This is highly recommended for all projects. It is required if PENNVEST funding is to be sought for the project, or if required by DEP as indicated by the checked box opposite this item.

H. EXISTING WASTEWATER FACILITIES (See Section H of instructions)

1. COLLECTION SYSTEM

Provide requested information concerning the existing treatment facility.

a. Name of existing collection system Farmington Township Wastewater Collection System

Clean Streams Law Permit Number 1600408

b. Name of interceptor FM-2 (Crown), FM-5 (Rt. 66 south)

Clean Streams Law Permit Number 1600408

2. WASTEWATER TREATMENT FACILITY

Provide requested information concerning the existing treatment facility.

Name of existing facility Farmington Township WWTP

NPDES Permit Number for existing facility PA0223042

I. PROPOSED WASTEWATER FACILITIES (See Section I of instructions)

1. Provide an estimate of the immediate and five year projected flow from the proposed sewer extension. Address the capacity for this flow in the existing conveyance and treatment facilities in terms of the most recent wasteload management annual report for these facilities.

2. PLOT PLAN

The following information is to be submitted on a plot plan or map of the proposed project that clearly reflects the relationship between the proposed facilities and the identified features.

a. Existing and proposed buildings.

b. Lot lines and lot sizes.

c. Adjacent lots.

d. Existing and proposed sewerage facilities.

e. Show tap-in or sewer extension to the point of connection to existing collection system.

f. Existing and proposed water supplies and surface water (wells, springs, ponds, streams, etc.)

g. Existing and proposed rights-of-way.

h. Existing and proposed streets, roadways, access roads, etc.

i. Any designated recreational or open space area

j. Wetlands - from National Wetland Inventory Mapping and USGS Hydric Soils Mapping.

k. Flood plains or Floodprone area soils, floodways, watercourses, water bodies (from Federal Flood Insurance Mapping)

l. Prime Agricultural Land.

m. Any other facilities (pipelines, power lines, etc.)

n. Orientation to north.

I. PROPOSED WASTEWATER FACILITIES (continued)

3. WETLAND PROTECTION

YES NO

a. ☒ ☐ Are there wetlands in the project area? If yes, indicate these areas on the plot plan as shown in the mapping or through on-site delineation.

b. ☒ ☐ Are there any construction activities (encroachments, or obstructions) proposed in, along, or through the wetlands? If yes, Identify any proposed encroachments on wetlands and identify whether a General Permit or a full encroachment permit will be required. If a full permit is required, address time and cost impacts on the project. Note that wetland encroachments should be avoided where feasible. Also note that a feasible alternative **MUST BE SELECTED** to an identified encroachment on an exceptional value wetland as defined in Chapter 105. Identify any project impacts on HQ or EV streams and address impacts of the permitting requirements of said encroachments on the project.

4. PRIMARY AGRICULTURAL LAND PROTECTION

a. ☒ ☐ Will your project involve the disturbance of any prime agricultural lands? If "yes" indicate any alternatives to this disturbance that were considered and the reasons they were not deemed feasible. Identify any primary or secondary impacts of the project on the Commonwealth's prime agricultural lands. Evaluate alternatives to avoid or mitigate undesirable impacts. The selected sewage facilities plan must be consistent with local measures in place to protect prime agricultural lands.

5. STORMWATER MANAGEMENT IMPACTS:

a. ☐ ☒ Will the project impact an area covered by a DEP approved County Stormwater Management Plan? If yes show that the proposed facilities are consistent with that plan.

☒ 6. PENNSYLVANIA NATURAL DIVERSITY INDEX (PNDI) CONSISTENCY:

If the box is checked, then contact the agency with jurisdiction over the identified rare, endangered or threatened species and document that the agency has concurred with measures to protect said species. If the box is not checked, then include documentation that a PNDI search was requested and a response received.

☒ The required PNDI material is attached.

7. COMPREHENSIVE PLAN CONSISTENCY:

☒ A narrative and mapping to show that the proposed project is consistent with any comprehensive plan developed under the Pennsylvania Municipalities Planning Code (Act 247) is attached. Document that the proposed project is consistent with land use and all other requirements stated in the comprehensive plan.

8. COOPERATION WITH PA. HISTORICAL AND MUSEUM COMMISSION (PHMC):

☒ A copy of DEP's "Cultural Resource Notice" and map which were sent to the Commission and a copy of the Commission's response are attached. Note that the Commission may require archeological surveys if federal funds, including PENNVEST, will be used in the project. If PENNVEST funds are to be used, DEP cannot recommend the project to PENNVEST for consideration until any required surveys have been done and the project has been "cleared" by the Commission.

9. ADDITIONAL REQUIREMENTS FOR PENNVEST PROJECTS:

☒ A copy of the additional information is attached. If PENNVEST funding is to be sought for the project, address these additional items in terms of any project impacts and measures to avoid or mitigate same.

- Cost Effectiveness
- Air quality
- Floodplains
- Wild and scenic rivers
- Coastal zone management
- Socio-economic impacts
- Water supplies

- Water supplies
- Other environmentally sensitive areas

J. ALTERNATIVE SEWAGE FACILITIES ANALYSIS (See Section J of instructions)

☒ An alternative sewage facilities analysis has been prepared as described in Section J of the instructions and is attached.

The applicant may choose to include additional information beyond that required by Section J of the instructions.

K. CHAPTER 94 CONSISTENCY DETERMINATION (See Section K of instructions)

☒ Projects that propose the use of existing municipal collection, conveyance or wastewater treatment facilities, or the construction of collection and conveyance facilities to be served by existing municipal wastewater treatment facilities must be consistent with the requirements of Chapter 94 of DEP's rules and regulations (relating to Municipal Wasteload Management). If more than one municipality or authority will be affected by the project, please obtain the information required in this section for each. Additional sheets may be attached for this purpose.

1. Project Flows 22,800 gpd

2. Total Sewage Flows to Facilities

   a. Enter average and peak sewage flows for each proposed or existing facility as designed or permitted.

   b. Enter the present average and peak sewage flows for the critical sections of existing facilities.

   c. Enter the average and peak sewage flows projected for 5 years through the critical sections of existing facilities which includes existing, proposed, or future projects.

   To complete the table, refer to Section K of instructions.

	a. Design and/or Permitted Capacity (gpd)		b. Present Flows (gpd)		c. Projected Flows in 5 years (gpd)	
	Average	Peak	Average	Peak	Average	Peak
Collection	43200	43200	6000	9000	26000	29000
Conveyance	100000	345600	28000	34000	42000	51000
Treatment	100000	100000	28000	34000	42000	51000

3. Collection and Conveyance Facilities

   The questions below are to be answered by the sewer authority, municipality, or agency responsible for completing the Chapter 94 report for the collection and conveyance facilities. These questions should be answered in coordination with the latest Chapter 94 annual report and the above table.

   This project proposes sewer extensions or tap-ins. Will these actions create a hydraulic overload within five years on any existing collection or conveyance facilities that are part of the system? ☐ Yes ☒ No

   a. If yes, this sewage facilities planning module will not be accepted for review by the municipality, delegated local agency and/or DEP until all inconsistencies with Chapter 94 are resolved or unless there is an approved plan and schedule granting an allocation for this project. A letter granting allocations to this project under the plan and schedule must be attached to the module package.

   b. If no, the sewer authority, municipality, or agency responsible for completing the Chapter 94 report for the collection and conveyance facilities must sign below to indicate that the collection and conveyance facilities have adequate capacity and are able to provide service to the proposed development in accordance with Chapter 94 requirements and that this proposal will not affect this status.

   c. Collection System

   Name of Agency, Authority, Municipality Farmington Township

   Name of Responsible Agent Gene Frederick

   Agent Signature _____

   Date 4/19/04

d. Conveyance System

Name of Agency, Authority, Municipality Farmington Township

Name of Responsible Agent Gene Frederick

Agent Signature

Date 4/19/06

K. CHAPTER 94 CONSISTENCY DETERMINATION (continued)

4. Treatment Facility

The questions below are to be answered by the facility permittee in coordination with the information in the table and the latest Chapter 94 report.

This project proposes the use of an existing wastewater treatment plant for the disposal of sewage. Will this action create a hydraulic or organic overload within 5 years at that facility? ☐ Yes ☒ No

a. If yes, this planning module for sewage facilities will not be reviewed by the municipality, delegated local agency and/or DEP until this inconsistency with Chapter 94 is resolved or unless there is an approved plan and schedule granting an allocation for this project. A letter granting allocations to this project under the plan and schedule must be attached to the planning module.

b. if no, the treatment facility permittee must sign below to indicate that this facility has adequate treatment capacity and is able to provide wastewater treatment services for the proposed development in accordance with Chapter 94 requirements and that this proposal will not impact this status

c. Name of Agency, Authority, Municipality Farmington Township

Name of Responsible Agent Gene Frederick

Agent Signature

Date 4/19/06

L. INSTITUTIONAL EVALUATION (See Section L of instructions)

☒ An institutional evaluation is attached. Identify the entity which will design, obtain necessary permits, construct, own and operate the proposed facilities. If a low pressure vacuum or effluent sewer are proposed, discuss purchase, installation, operation and maintenance responsibilities for the individual pumping, valves, tanks, etc.

Northwest Engineering, Inc.
Consultants and Civil Engineers

13-Apr-06

Rick Kaintz
Department of Environmental Protection
230 Chestnut Street
Meadville PA 16335

Subject: Farmington Township, Clarion County
Sewer and Water Extension Project
3m Module

Dear Mr. Kaintz:

We have made the requested modifications to the 3m Module. An updated narrative along with a project map is attached. With the service area that was recently added, the total EDU count is now at 132. We have updated the cost estimate, using the original format, to include the new area.

We will forward a new copy of the 3m Module to the Township so that they can complete another publication and readopt the plan.

Please feel free to call with any questions or concerns.

Very truly yours,

NORTHWEST ENGINEERING, INC.

Jed A. Fiscus, E.I.T.
Project Manager

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APR 14 2006
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NORTHWEST REGIONAL OFFICE

JAF/ceb
Enclosures
Cc: Farmington Township

O:\WINWORD\FARM-CLR\Crown Project\letters\2006\April\Kaintz 4-13-06.doc

R.D. #1, P.O. Box Q, Tidioute PA 16351 • Ph. 814-484-3504 or 1-800-652-0568 • Fax 814-484-7595
E-Mail Address: nwemail@nwengineering.com

Northwest Engineering, Inc.
Consultants and Civil Engineers

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APR 27 2006

27-Apr-06

Rick Kaintz
Department of Environmental Protection
230 Chestnut Street
Meadville PA 16335

Subject: Farmington Township, Clarion County
Sewer and Water Extension Project
3m Module

Dear Mr. Kaintz:

We are forwarding you the proof of publication along with one original and one copy of the signed pages of the 3m Module form and Resolution adopting the 3m Module.

Please feel free to call with any questions or concerns.

Very truly yours,

NORTHWEST ENGINEERING, INC.

Jed A. Fiscus/ceb

Jed A. Fiscus, E.I.T.
Project Manager

JAF/ceb
Enclosures
Cc: Farmington Township

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P.D. #1, P.O. Box Q, Tidioute PA 16351 • Ph. 814-484-3504 or 1-800-652-0568 • Fax 814-484-7595
E-Mail Address: nwemail@nwengineering.com

SEWAGE DISPOSAL NEEDS IDENTIFICATION

RECEIVED 10 9 03

CLARION COUNTY SEWAGE ASSOCIATION
1300r E. MAIN STREET
CLARION, PA. 16214
814-226-4732

Sept 30, 2003

Farmington Township
P.O. Box 148
Leeper, Pa 16233

Subject: Crown Farms Complaint Investigation

On June 2, 2003, Jan Fuellhart filed a complaint with CCSA regarding the discharge of raw sewage onto her property adjacent to the Crown Farms reservoir.

I initially investigated this complaint with her on June 4th and again on June 12th when I took samples of the discharges, one of which is on the north side of the reservoir and one on the south side. These samples resulted in test results at Stewart Laboratories in Strattanville, Pa., of 36000 and 38000 Col/100ml fecal coliforms, confirming that it is sewage being discharged.

The discharge points cannot be directly discharging into the reservoir due to their proximity to the reservoir, however there may be infiltration of polluted water from the swampy area upgrade.

All of the residents in the immediate "practical" area were notified on July 1, that they needed to be dye tested to determine the source of the discharges. A copy of the dye test log is attached, indicating which of these residences were contributing to the discharge.

In addition to the above tests, samples of the water running in a ditch adjacent to Mr. McCloskey's residence and crossing Rt., 66 were taken on Sept 5th. They were also tested by Stewart Labs and showed 1800 fecal coliforms/ml contamination as well, this after being diluted by considerable rain the previous few days; indicating sewage is being discharged from the east side of Rt. 66 to the surface of the ground and discharging to the swampy area between Rt. 66 and the Crown farms reservoir. Mr. Morris' residence is also contributing to this pollution in that his sewage system is discharging to the surface of the ground from an unpermitted leach bed installed "a couple years ago" when he disconnected from the old sewer line.

Additional greywater discharges occur from the Cathcart and J. McLaughlin residences to the area just east of the railroad tracks. These residences are served by a "unpermitted community system", installed after disconnecting from the sewer line some years ago.

Site investigations of these subject properties reveal problems with isolation distances to wells and property lines to effect any on-lot repairs/replacement of the systems contributing to these discharges. In addition, the swampy conditions present adjacent to these properties are an indication that even if there was sufficient isolation distances, the soils would not be conducive to on-lot repairs/replacements. (This was not confirmed by actual site probes and perc tests.)

It is my opinion that the best solution to this problem is to extend the municipal sewage system in Leeper to this area and require that all the sewage generating structures in this immediate area be served. The only other solution is to require these discharging structures to install holding tanks to abate this public nuisance.

Sincerely Yours:

Robert J Wynkoop
S.E.O.

Cc DEP, CCSA,

CROWN FARMS DYE TEST LOG

NAME	MAP#	TEST DATE	RESULT
McCloskey, John	10-036-18	8/25/03	No dye surfaced
	-19		no water in bldg
	-20		no water in bldg
Bauer, Margaret	-22	8/21/03	no dye surfaced
Wolbert, Duane	-24	9/29/03	dye surfaced - south discharge
Allio, Robert	-26	8/14/03	dye surfaced - south discharge
Cathcart, Bonnie	-27	8/18/03	no dye surfaced - greywater discharged to surface east of RR tracks
McLaughlin, Jeff	-27		comm. System W/Cathcart. Greywater discharge to east of RR tracks
McLaughlin, Daphne	-25	8/28/03	dye surfaced - south discharge
Ochs, Daniel	-71	8/28/03	dye surfaced - north discharge
Morris, Donald	-72	9/2/03	dye surfaced on his lot - recent unpermitted re repair
Stets, Janet	-70	9/5/03	dye surfaced - north discharge

Survey Narrative

This sewage needs survey was conducted by Robert J. Wynkoop of the Clarion County Sewage Association, which was contracted by Northwest Engineering. The fieldwork was conducted on September 2nd and 3rd, 2004. The report was developed during the week of September 6th , 2004

There are seasonal and residential lots intermixed throughout the survey area. Door to door surveys were conducted throughout the survey area as well as drive-by and walk through survey of seasonal areas. There are 2 commercial enterprises in the survey area.

Weather Information

The weather at the time of the survey was warm and sunny (65 to 80 degrees).

Below is the criteria used when determining sewage violations and/or malfunctions

Confirmed

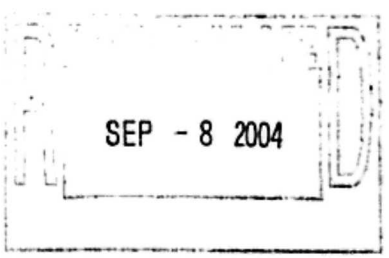
Sites that were observed with visible malfunctions or violations, piped discharges of wastewater, and system violations/malfunctions reported by residents during the interviews. 10 residences in Segment 10-03.6 were surveyed in September and October of 2003 as part of a complaint investigation and 8 were found to be discharging untreated sewage to the surface of the ground.

Suspected

Sites that exhibited characteristics such as privies, and lots with wells that were too small to have sufficient isolation distances to absorbtion areas, Included here is the Commercial development with cottages that is located on the east side of Rt 66. Samples taken from the ditch that flows west under Rt 66 from this general area was contaminated with 1800 fecal coliform./ml.

Potential

Sites that were developed prior to system permitting requirements with small lots, not exhibiting visible malfunctions, and developments located on lots with sites unlikely to qualify for permits under current standards because of slopes, lot sizes and soils types not conducive to in-ground systems.



Assessment number description (See map at end of narrative)

10-04 is all residential along Rt 66, south of Leeper.
10-05 is residential with few exceptions along Rt 66, South of Leeper.
10-02.3 is seasonal with few exceptions north of Leeper, off Rt. 66 to the west.
10-03.6 lots 42 through 68, west of Haggerty Drive are seasonal with few exceptions.
10-03.6 lots 13 through 27, along Rt 66 are residential with few exceptions.
10-03.6 lots 23 and 23-1 are commercial with residential cottages, east of Rt 66.

Soils Information

The survey area is comprised primarily of soils in the "CCD" Clymer, Cookport, and Dekalb grouping.

Armaugh

Armaugh series soils are deep or moderately deep poorly drained soils of the uplands. They are subsoil is tight silty clay loam or silty clay. They are slowly permeable in the upper layers and very slowly permeable in the lower part.

Cavode

The Cavode series consists of somewhat poorly drained upland soils that have developed on weathered clay shale. The subsoil of tight silty clay loam or silty clay, and the underlying dense clay shale make the Cavode soils very slowly permeable.

Cookport

The Cookport soils are deep, moderately well drained loam and silt loam upland soils that have developed on acid sandstone and siltstone. Cookport soils have a moderately permeable surface layer, but they are slowly permeable below a depth of 18 inches.

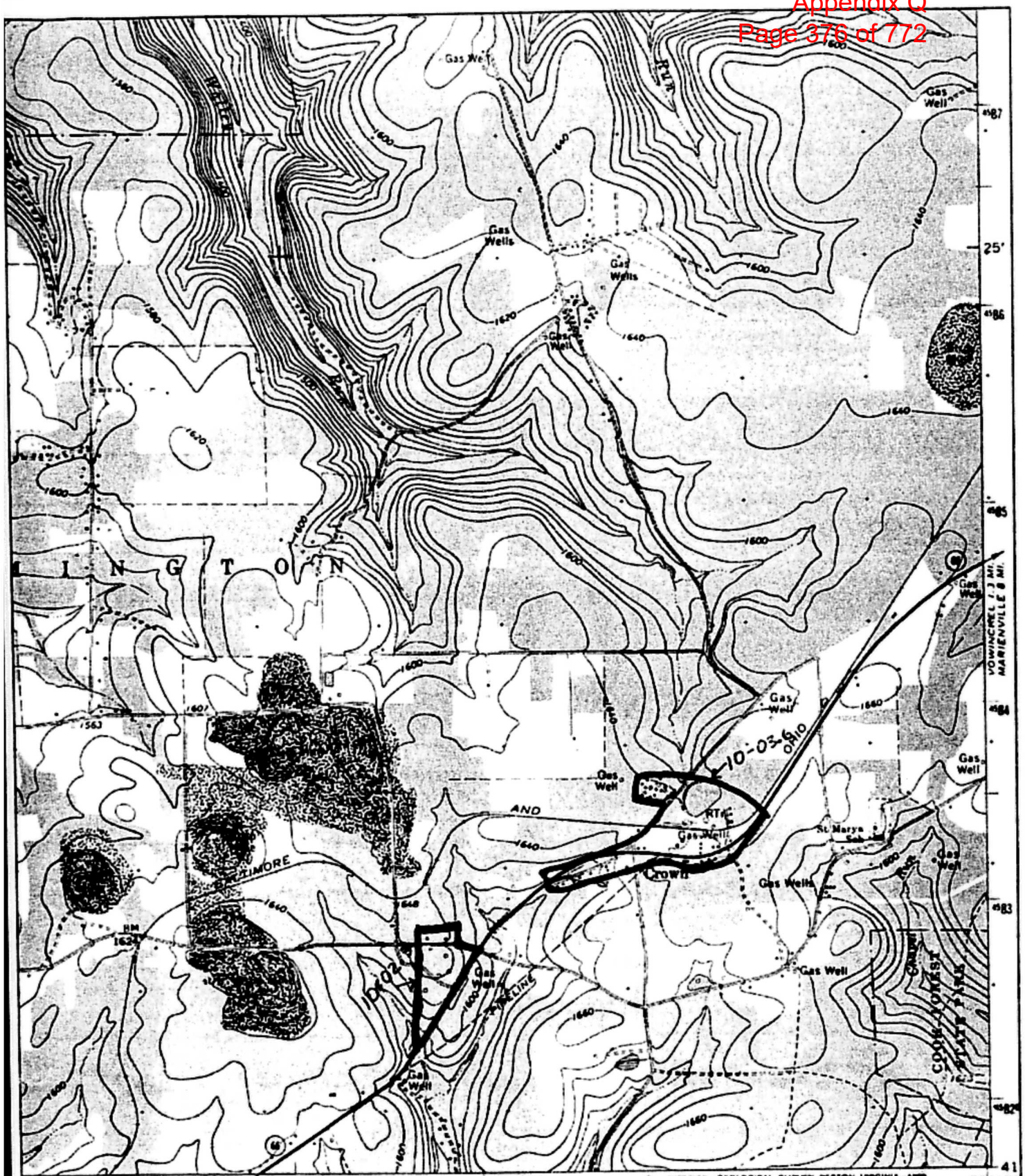
Dekalb

The Dekalb series are moderately deep or deep, well drained, loamy or sandy soils of the uplands. They are generally rather coarse textured and have moderately rapid permeability.

10-04 is comprised primarily of Cavode, and Cookport soils.
10-05 is comprised primarily of Cookport soils.
10-2.3 is comprised of Dekalb and Cookport soils.
10-03.6 is comprised primarily of Cookport soils with subareas of Ernest, Armaugh and Dekalb soils.

Stream Information

10-04 and 10-05 are in the Licking Creek watershed and 10-2.3 and 10-3.6 are on the Toby Creek and Wally Run watersheds all of which are classified as CWF according to the Knox District office of DEP. Wally run drains to Coon Creek, then Tionesta Creek, then to the Allegheny River, While Toby Creek and Licking Creek drain to the Clarion River then to the Allegheny.



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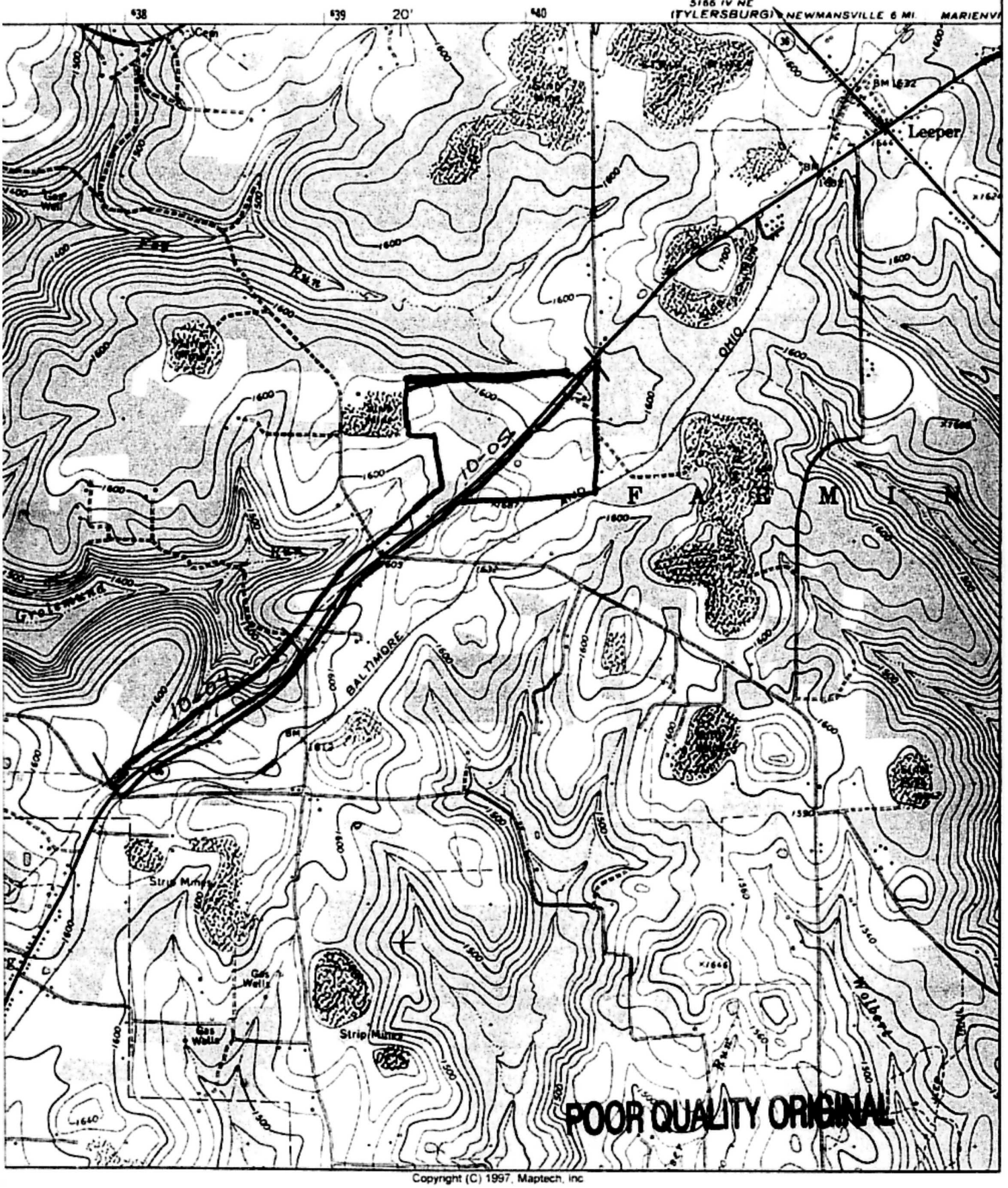
ERIOR

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES
TOPOGRAPHIC AND GEOLOGIC SURVEY



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SEWAGE NEEDS SURVEY, FARMINGTON TWP, SEPT 2004
Conducted by Robert J. Wynkoop, S.E.O. Clarion Co. Sewage Association

Assmnt#	Lot #	Status	Well	Malfunction	Comments
10-04.0		Interview conducted *			
	73	Permanent*	x	Confirmed	Greywater to surface
	75	Permanent	?	Potential	Small Lot, Unoccupied,cookport soil
	76	Permanent	x	Potential	Cavode soils, Inground system
	79	Permanent*	x	Potential	Cookport soils, Inground system
	77-2	Permanent	x		Permitted ESM
	77-1	Permanent	x	Potential	Cookport soils, Inground system
	79	Permanent	x	Suspected	Pipe to ditch
	69	Permanent	x	Potential	Cookport soils, Inground system
	80	Permanent*	x	Confirmed	Greywater to surface
	81	Permanent*	x	Confirmed	Greywater to surface
	82	Permanent*	x	Confirmed	Greywater to surface
10-05.0					
	155	Permanent*	x	Confirmed	Greywater to surface
	157	Permanent*	x		
	160	Permanent*	x	Confirmed	Sewage discharged to surface
	161	Permanent*	x	Confirmed	Sewage discharged to surface
	161-2	Permanent*	x		Permitted ESM
	161-3	Permanent*	x		Permitted ESM
10-02.3					
	3	Seasonal	?	Potential	Small lot, possible inground system, Cookport soils
	4	Seasonal	?	Suspected	Privy

10.02.3 cont.

Lot#	Status	Well	Malfunction	Comments
5	Seasonal	?	Potential	Small lot, possible inground system, Cookport soils
6	Undeveloped			
7	Undeveloped			
8	Seasonal	?	Potential	Small lot, possible inground system, Cookport soils
9	Seasonal	?	Potential	Small lot, possible inground system, Cookport soils
10	Seasonal	?	Suspected	Privy
11	Seasonal	?	Suspected	privy
12	Seasonal	?	Potential	Small lot, possible inground system, Cookport soils
13	Seasonal	?	Suspected	Privy
14	Seasonal	?	Potential	Small lot, possible inground system, Cookport soils
15	Seasonal	?	Potential	Small lot, possible inground system, Cookport soils
16	Seasonal	?	Suspected	Small lot, possible inground system, Cookport soils
17	Seasonal	?	Potential	Small lot, possible inground system, Cookport soils
18	Seasonal	x	Suspected	Small lot, possible inground system, Cookport soils
19	Seasonal	?	Potential	Small lot, possible inground system, Cookport soils
20	Seasonal	?	Suspected	Privy
21	Seasonal	?	Suspected	Privy
22	Undeveloped			
23	Seasonal	?	Potential	Small lot, possible inground system, Cookport soils
24	Undeveloped			
25	Seasonal	x	Potential	Small lot, possible inground system, Cookport soils
26	Seasonal	?	Suspected	Privy
27	Undeveloped			
28	Seasonal	?	Potential	Small lot, possible inground system, Cookport soils
29	Seasonal	?	Potential	Small lot, possible inground system, Cookport soils
31	Seasonal	?	Potential	Small lot, possible inground system, Cookport soils
32	Permanent	x		
33	Seasonal	?	Confirmed	Drains from mobile home piped to a bucket
34	Seasonal	?	Suspected	Privy

10-03.6	Lot#	Status	Well	Malfunction	Comments
	16	Permanent	x	Confirmed	Greywater to surface
	19	Permanent	x	Potential	Part of '03 survey,
	21	Seasonal		Potential	No water to Structure - Being renovated- Part of '03 survey
	22	Permanent	x	Potential	Part of '03 survey,
	24	Permanent	x	Confirmed	Part of '03 survey,
	25	Permanent	x	Confirmed	Part of '03 survey,
	26	Permanent	x	Confirmed	Part of '03 survey,
	27	Permanent	x	Confirmed	Part of '03 survey,
	70	Permanent	x	Confirmed	Part of '03 survey,
	71	Permanent	x	Confirmed	Part of '03 survey,
	72	Permanent	x	Confirmed	Part of '03 survey,
	31	Undeveloped			
	32	Seasonal	?	Potential	Small lot, Inground system ,no privy, Ernest soils,
	33	Seasonal	?	Potential	Small lot, Inground system ,no privy, Ernest soils,
	34	Permanent	x	Potential	Inground system, Ernest soils
	38	Seasonal	?	Potential	Small lot, Inground system ,no privy, Ernest soils,
	39	Seasonal	?	Potential	Small lot, Inground system ,no privy, Ernest soils,
	40	Permanent	x	Potential	Inground system, Ernest soils
	41	Seasonal	?	Potential	Inground system, Ernest soils
	42	Permanent	x	Confirmed	Greywater to surface
	45	Permanent	x	Confirmed	Greywater to surface
	46	Undeveloped			
	47	Seasonal	?	Potential	Inground system?, no privy, Cookport soils
	48	Undeveloped			
	49	Seasonal	?	Suspected	Privy
	57	Seasonal	?	Suspected	privy
	59	Seasonal	?	Potential	Inground system?, no privy, cookport soils
	62	Seasonal	?	Potential	Inground system?, no privy, cookport soils
	64	Seasonal	?	Potential	Inground system?, no privy, cookport soils

10-03.6 cont.

Lot#	Status	Well	Malfunction	Comments
65	Seasonal	?	Potential	Inground system?, no privy, cookport soils
66	Seasonal	?	Potential	Inground system?, no privy, cookport soils
67	Seasonal	?	Suspected	Privy
68	Undeveloped			

FARMINGTON TOWNSHIP **SURVEY SUMMARY**

September 6, 2004

ASSN #	Number of lots in survey area	Interviews Conducted	Malfunctions / Violations					
			Total Confirmed		Total Suspected		Total Potential	
			#	%	#	%	#	%
10-04.0	11	6	4	0.36	1	0.09	5	0.45
10.05.0	6	6	3	0.50	0		0	
10.02.3	31	1	1	0.03	10	0.32	14	0.45
10.03.6	33	16*	10**	0.30	3	0.09	16	0.50
TOTAL	81	28	18	0.22	14	0.17	35	0.43

* 9 during the 2003 investigation
** 8 during the 2003 investigation

COMPONENT 4B – COUNTY PLANNING REVIEW

3800-FM-WSWM0362B Rev. 9/2002

DEP Code #

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

SEWAGE FACILITIES PLANNING MODULE
COMPONENT 4B - COUNTY PLANNING AGENCY REVIEW
(or Planning Agency with Areawide Jurisdiction)

Note to Project Sponsor: To expedite the review of your proposal, one copy of your completed planning package and one copy of this ***Planning Agency Review Component*** should be sent to the existing county planning agency or planning agency with areawide jurisdiction for their comments.

SECTION A. PROJECT NAME (See Section A of instructions)

Project Name

Crown/Leeper South Sewage Extension Project

SECTION B. REVIEW SCHEDULE (See Section B of instructions)

1. Date plan received by county planning agency. 08-11-2004
2. Date plan received by planning agency with areawide jurisdiction _____

   Agency name _____
3. Date review completed by agency 08-17-2004

SECTION C. AGENCY REVIEW (See Section C of instructions)

Yes	No		
☒	☐	1.	Is there a county or areawide comprehensive plan adopted under the Municipalities Planning Code (53 P.S. 10101 *et seq.*)?
☒	☐	2.	Is this proposal consistent with the comprehensive plan for land use?
☒	☐	3.	Does this proposal meet the goals and objectives of the plan?
			If no, describe goals and objectives that are not met _____
☒	☐	4.	Is this proposal consistent with the use, development, and protection of water resources?
			If no, describe inconsistency _____
☒	☐	5.	Is this proposal consistent with the county or areawide comprehensive land use planning relative to Prime Agricultural Land Preservation?
			If no, describe inconsistencies: _____
☐	☒	6.	Does this project propose encroachments, obstructions, or dams that will affect wetlands?
			If yes, describe impact _____
☐	☒	7.	Will any known historical or archeological resources be impacted by this project?
			If yes, describe impacts _____
☐	☒	8.	Will any known endangered or threatened species of plant or animal be impacted by the development project?
☐	☒	9.	Is there a county or areawide zoning ordinance?
☐	☐	10.	Does this proposal meet the zoning requirements of the ordinance?
			If no, describe inconsistencies N/A

3800-FM-WSWM0362B Rev. 9/2002

Yes	No	SECTION C. AGENCY REVIEW (continued)
☐	☐	11. Have all applicable zoning approvals been obtained? N/A
☒	☐	12. Is there a county or areawide subdivision and land development ordinance?
☒	☐	13. Does this proposal meet the requirements of the ordinance?
		If no, describe which requirements are not met _____
☒	☐	14. Is this proposal consistent with the municipal Act 537 Official Sewage Facilities Plan?
		If no, describe inconsistency _____
☐	☒	15. Are there any wastewater disposal needs in the area adjacent to this proposal that should be considered by the municipality?
		If yes, describe _____
☐	☒	16. Has a waiver of the sewage facilities planning requirements been requested for the residual tract of this subdivision?
☐	☐	If yes, is the proposed waiver consistent with applicable ordinances.
		If no, describe the inconsistencies _____
☐	☒	17. Does the county have a stormwater management plan as required by the Stormwater Management Act?
☐	☐	If yes, will this project plan require the implementation of storm water management measures?

18. Name, Title and signature of person completing this section:

Name: KEVIN L. REICHARD

Title: CLARION COUNTY ENGINEER Signature: Kevin L. Reichard

Date: 08-17-2004

Name of County or Areawide Planning Agency: CLARION COUNTY DEPT. OF PLANNING & DEVELOPMENT

Address: COURTHOUSE, 421 MAIN STREET, CLARION, PA. 16214

Telephone Number: 814-226-4000, EXT. 2803

SECTION D. ADDITIONAL COMMENTS (See Section D of instructions)

This Component does not limit county planning agencies from making additional comments concerning the relevancy of the proposed plan to other plans or ordinances. If additional comments are needed, attach additional sheets.

The county planning agency must complete this Component within 60 days.

This Component and any additional comments are to be returned to the applicant.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Clarion Co. Planning
421 Main Street
Clarion PA
16214

COMPLETE THIS SECTION ON DELIVERY

A. Signature
x [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) Kristi Dietz
C. Date of Delivery 9/11/4

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
(T. 7002 2410 0000 0825 8537

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M 0835

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41 Rev. 1/2003

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATERSHED MANAGEMENT
BUREAU OF WATERWAYS ENGINEERING

FOR OFFICIAL USE ONLY
PNDI Screening
Reviewer Erin Stuart
Date 7/23/04
Phone No. 814 332 6942

SUPPLEMENT NO. 1
PENNSYLVANIA NATURAL DIVERSITY INVENTORY SEARCH FORM

This form provides site information necessary to perform a computer screening for species of special concern listed under the Endangered Species Act of 1973, the Wild Resource Conservation Act, the Pennsylvania Fish and Boat Code or the PA Game and Wildlife Code. Records regarding species of special concern are maintained by PA DCNR in a computer database called the "Pennsylvania Natural Diversity Inventory" (PNDI). Results from this search are not intended to be a conclusive compilation of all potential special concern resources located within a proposed project site. On-site biological surveys may be recommended to provide a definitive statement on the presence or absence, or degree of natural integrity of any project site. Results of this PNDI search are valid for one year after the initial search or conclusion of coordination with the jurisdictional agency (whichever is later), then a new PNDI coordination process must be initiated, and a new PNDI search is required. The search area should include the entire area that presently or in the future requires a permit or authorization.

Please complete the information below, attach an 8½" x 11" photocopy (DO NOT REDUCE) of the portion of the U.S.G.S. Quadrangle Map that identifies the project location and outlines the approximate boundaries of the project and mail to the appropriate DEP regional office or delegated County Conservation District prior to completing a Chapter 105 environmental assessment or any other DEP permit application. (SEE REVERSE SIDE FOR LIST OF OFFICES AND ADDRESSES).

NAME: Dale Sorensen

ADDRESS: RD 1 PO Box Q

JUL 27 2004

Tidioute, PA 16351

PHONE: (814)484-3504

COUNTY: Clarion

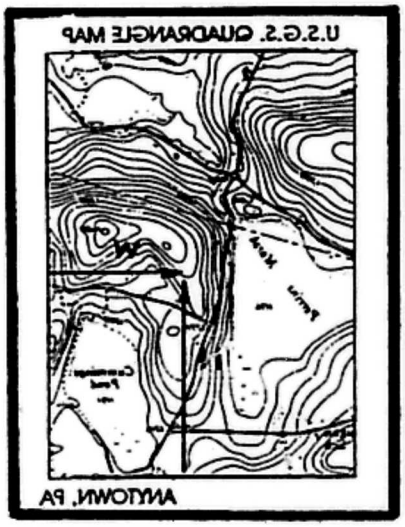
MUNICIPALITY: Farmington

U.S.G.S. 7½ Minute Quadrangle

Lucinda

PROJECT DESCRIPTION AND SIZE (Briefly describe entire area relevant to your project, including acreage.)

Farmington Township is proposing to construct 30,000 L.F. of pressure sewer line and 6,000 LF of water line to serve areas north and south of Leeper.



Latitude 41 ° 20 ' 31 " Longitude 79 ° 20 ' 45 "

(OR) North (Up)_____ inches

West (to the left) _____ inches

- INDICATE BY LATITUDE AND LONGITUDE. -- OR --
- INDICATE PROJECT LOCATION TO THE NEAREST ONE TENTH INCH MEASURING FROM THE EDGE OF THE MAP IMAGE FROM THE LOWER RIGHT CORNER.

N149480

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SCREENING RESULTS - Follow the directions of the checked block.

☒ No potential conflicts were encountered during the PNDI inquiry. Include this form and the PNDI receipt with your Chapter 105 environmental assessment or other DEP permit application submissions.

☐ Potential conflicts must be resolved by contacting the natural resource agencies listed on the PNDI receipt. Please provide a copy of this form and the PNDI receipt along with a brief description of your project to the listed agency for consultation and recommendations. Include this form, the printed PNDI search results and the natural resource agency's written recommendation with your Chapter 105 environmental assessment or other DEP permit application submissions.

EB 640 ac.

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JUL 21 2004

ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

DEP 41 Rev. 1/2003

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATERSHED MANAGEMENT
BUREAU OF WATERWAYS ENGINEERING

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Date 7/23/04
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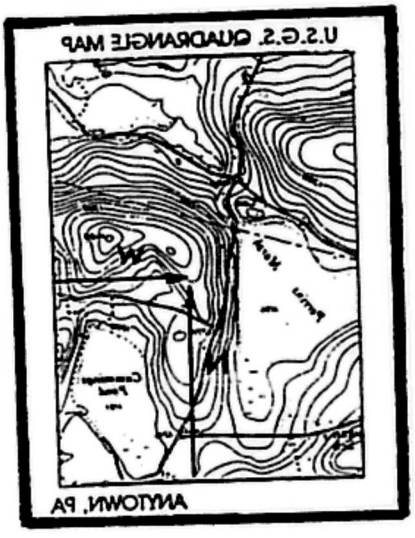

Latitude 41 ° 21 ' 0.8 " Longitude 79 ° 20 ' 5.6 "

(OR) North (Up) _____ inches

West (to the left) _____ inches

- INDICATE BY LATITUDE AND LONGITUDE; -- OR --
- INDICATE PROJECT LOCATION TO THE NEAREST ONE TENTH INCH MEASURING FROM THE EDGE OF THE MAP IMAGE FROM THE LOWER RIGHT CORNER.

N 149481 **FOR OFFICIAL USE ONLY**

SCREENING RESULTS - Follow the directions of the checked block.

☒ No potential conflicts were encountered during the PNDI inquiry. Include this form and the PNDI receipt with your Chapter 105 environmental assessment or other DEP permit application submissions. ER 640 ac.

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JUL 21 2004

ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

41 Rev. 1/2003

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATERSHED MANAGEMENT
BUREAU OF WATERWAYS ENGINEERING

FOR OFFICIAL USE ONLY
PNDI Screening
Reviewer Erin Stuart
Date 7123104
Phone No. 814 332 6942

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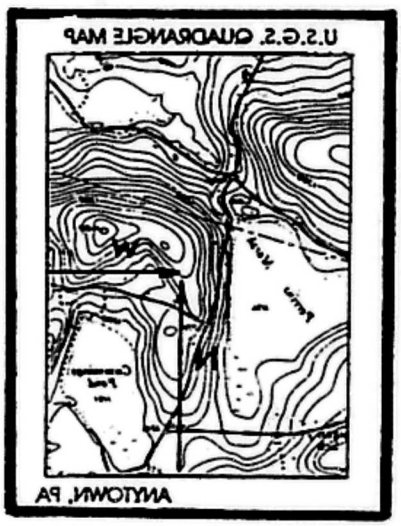

Latitude 41 ° 21 ' 28.3" Longitude 79 ° 19 ' 28.6"

(OR) North (Up) _____ inches

West (to the left) _____ inches

- INDICATE BY LATITUDE AND LONGITUDE; -- OR --
- INDICATE PROJECT LOCATION TO THE NEAREST ONE TENTH INCH MEASURING FROM THE EDGE OF THE MAP IMAGE FROM THE LOWER RIGHT CORNER.

N149482

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SCREENING RESULTS - Follow the directions of the checked block.

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B 640 oe

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ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

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COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATERSHED MANAGEMENT
BUREAU OF WATERWAYS ENGINEERING

FOR OFFICIAL USE ONLY
PNDI Screening
Reviewer Erin Stuart
Date 7/23/04
Phone No. 814-332-6942

SUPPLEMENT NO. 1
PENNSYLVANIA NATURAL DIVERSITY INVENTORY SEARCH FORM

This form provides site information necessary to perform a computer screening for species of special concern listed under the Endangered Species Act of 1973, the Wild Resource Conservation Act, the Pennsylvania Fish and Boat Code or the PA Game and Wildlife Code. Records regarding species of special concern are maintained by PA DCNR in a computer database called the "Pennsylvania Natural Diversity Inventory" (PNDI). Results from this search are not intended to be a conclusive compilation of all potential special concern resources located within a proposed project site. On-site biological surveys may be recommended to provide a definitive statement on the presence or absence, or degree of natural integrity of any project site. Results of this PNDI search are valid for one year after the initial search or conclusion of coordination with the jurisdictional agency (whichever is later), then a new PNDI coordination process must be initiated, and a new PNDI search is required. The search area should include the entire area that presently or in the future requires a permit or authorization.

Please complete the information below, attach an 8½" x 11" photocopy (DO NOT REDUCE) of the portion of the U.S.G.S. Quadrangle Map that identifies the project location and outlines the approximate boundaries of the project and mail to the appropriate DEP regional office or delegated County Conservation District prior to completing a Chapter 105 environmental assessment or any other DEP permit application. (SEE REVERSE SIDE FOR LIST OF OFFICES AND ADDRESSES).

NAME: Dale Sorensen

ADDRESS: RD 1 PO Box Q

Tidioute, PA 16351

PHONE: (814)484-3504

COUNTY: Clarion

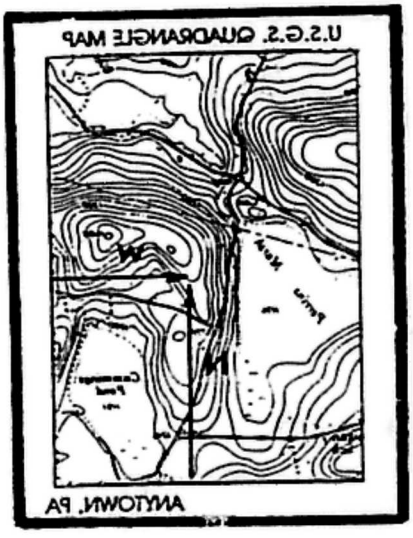
MUNICIPALITY: Farmington

U.S.G.S. 7½ Minute Quadrangle

Tylersburg

PROJECT DESCRIPTION AND SIZE (Briefly describe entire area relevant to your project, including acreage.)

Farmington Township is proposing to construct 30,000 L.F. of pressure sewer line and 6,000 LF of water line to serve areas north and south of Leeper.



Latitude 41 ° 22 ' 47.2" Longitude 79 ° 17 ' 9.5 "

(OR) North (Up) _____ inches

West (to the left) _____ inches

- INDICATE BY LATITUDE AND LONGITUDE; -- OR --
- INDICATE PROJECT LOCATION TO THE NEAREST ONE TENTH INCH MEASURING FROM THE EDGE OF THE MAP IMAGE FROM THE LOWER RIGHT CORNER.

NJ49483 **FOR OFFICIAL USE ONLY**

SCREENING RESULTS - Follow the directions of the checked block.

☒ No potential conflicts were encountered during the PNDI inquiry. Include this form and the PNDI receipt with your Chapter 105 environmental assessment or other DEP permit application submissions.

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Tidioute, PA 16351

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COUNTY: Clarion

MUNICIPALITY: Farmington

U.S.G.S. 7½ Minute Quadrangle

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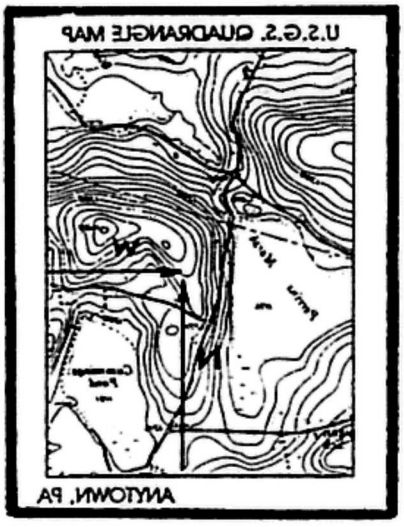

Latitude 41 ° 23 ' 21 " Longitude 79 ° 16 ' 32.8"

(OR) North (Up) _____ inches

West (to the left) _____ inches

- INDICATE BY LATITUDE AND LONGITUDE, -- OR --
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N149484

FOR OFFICIAL USE ONLY

SCREENING RESULTS - Follow the directions of the checked block.

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U.S.G.S. 7½ Minute Quadrangle

Tylersburg

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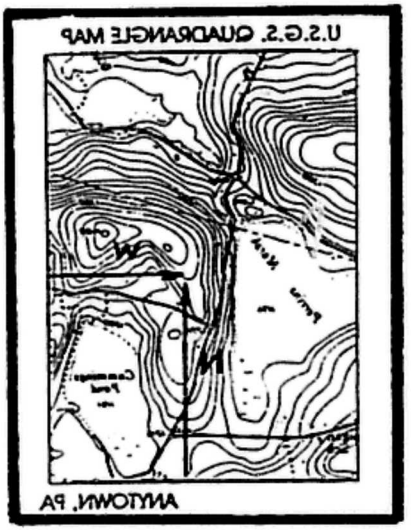

Latitude 41 ° 23 ' 29.2" Longitude 79 ° 15 ' 59 "

(OR) North (Up) _____ inches

West (to the left) _____ inches

- INDICATE BY LATITUDE AND LONGITUDE; -- OR --
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N149485

FOR OFFICIAL USE ONLY

SCREENING RESULTS - Follow the directions of the checked block.

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REGIONAL OFFICE

PNDI SEARCH POINTS

Point	Quadrangle	Latitude	Longitude	Search Results
1	Lucinda	41° 20' 31"N	79° 20' 45"W	
2	Lucinda	41° 21' 0.8"N	79° 20' 5.6"W	
3	Lucinda	41° 21' 28.3"N	79° 19' 28.6"W	
4	Tylersburg	41° 22' 47.2"N	79° 17' 9.5"W	
5	Tylersburg	41° 23' 21"N	79° 16' 32.8"W	
6	Tylersburg	41° 23' 29.2"N	79° 15' 59"W	

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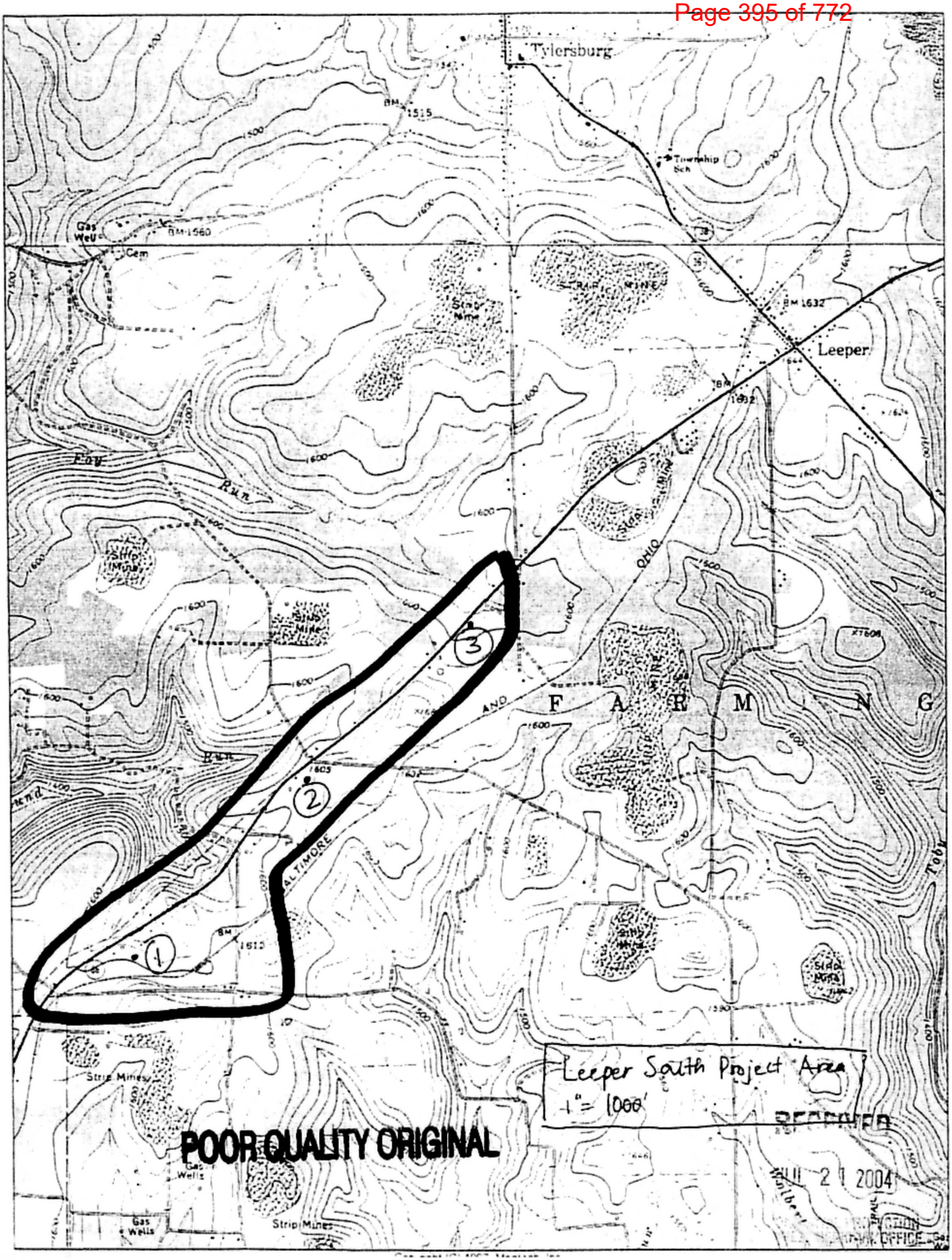

POOR QUALITY ORIGINAL

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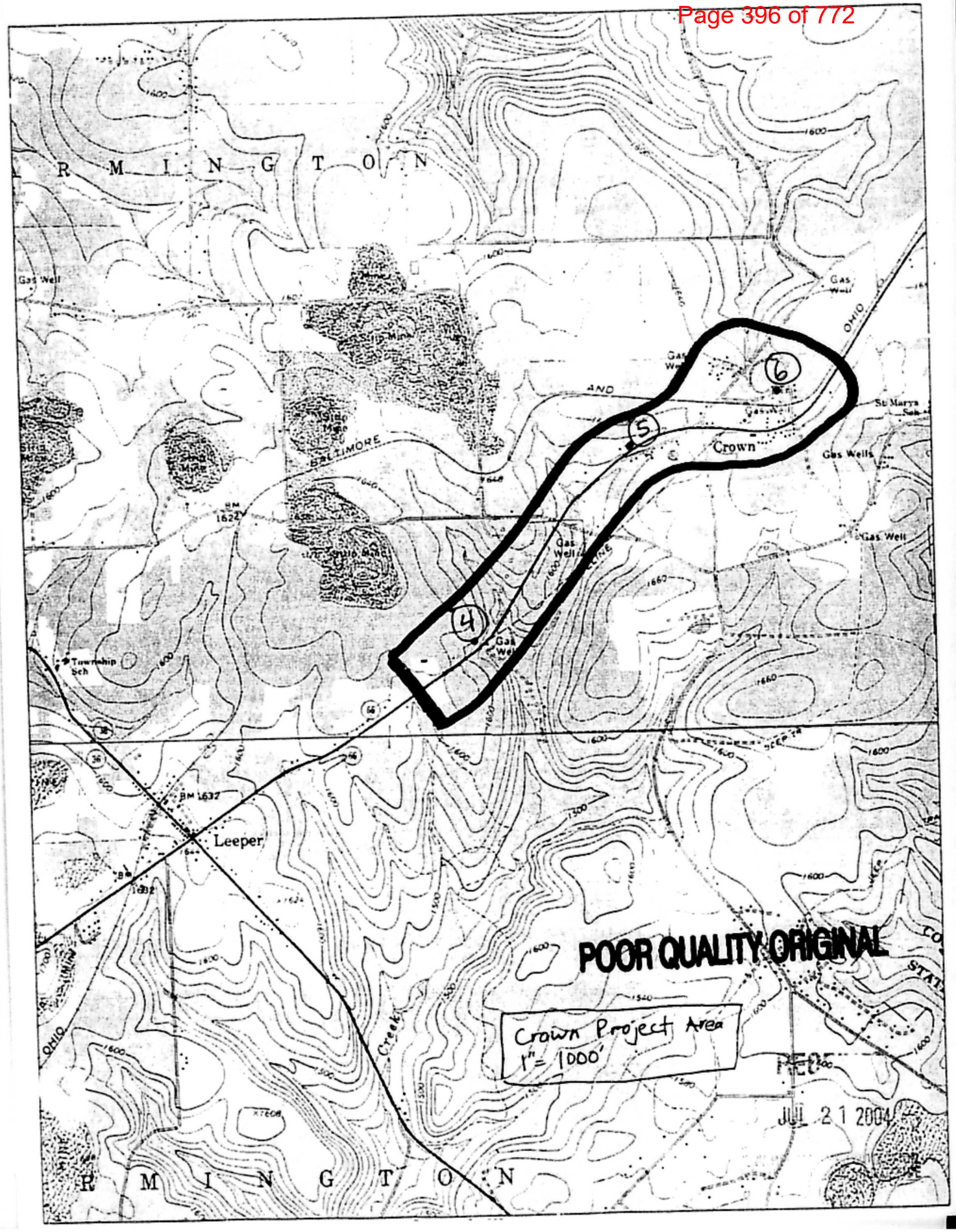
R M I N G T O N
Gas Well
Strip Mine
BALTIMORE
AND
OHIO
Crown
Gas Wells
St Marys Sch
Township Sch
Leeper
Creek
6
5
4
Crown Project Area
1" = 1000'
POOR QUALITY ORIGINAL
JUL 21 2004

PNDI Internet Database Search Results

PNDI Search Number: N149480
Search Results For estuart@state.pa.us
Search Performed By: Erin Stuart On 7/23/04 7:06:40 AM
Agency/Organization: PA Department of Environmental Protection
Phone Number: 814-332-6945
Search Parameters: Quad - 417933 - LUCINDA; Acres - 640
Project location center (Latitude): 41deg. 20min. 31sec.
Project location center (Longitude): 79deg. 20min. 45sec.
Project Type: Planning/Act 537 Plan

Print this page using your Internet browser's print function and keep it as a record of your search.

No conflicts with ecological resources of special concern are known to exist within the specified search area.

PNDI is a site specific information system, which describes significant natural resources of Pennsylvania. This system includes data descriptive of plant and animal species of special concern, exemplary natural communities and unique geological features. PNDI is a cooperative project of the Department of Conservation and Natural Resources, The Nature Conservancy and the Western Pennsylvania Conservancy. This response represents the most up-to-date summary of the PNDI data files and is valid for 1 year. An absence of recorded information does not necessarily imply actual conditions on-site. A field site survey may reveal previously unreported populations of rare species, their critical habitats, or other unique natural resources.

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New Search using inches on a Quad
New Search using Latitude and Longitude
PNDI Search Home
PNDI Search Welcome

PNDI Internet Database Search Results

PNDI Search Number: N149481
Search Results For estuart@state.pa.us
Search Performed By: Erin Stuart On 7/23/04 7:08:07 AM
Agency/Organization: PA Department of Environmental Protection
Phone Number: 814-332-6945
Search Parameters: Quad - 417933 - LUCINDA; Acres - 640
Project location center (Latitude): 41deg. 21min. .8sec.
Project location center (Longitude): 79deg. 20min. 5.sec.
Project Type: Planning/Act 537 Plan

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New Search using Inches on a Quad
New Search using Latitude and Longitude
PNDI Search Home
PNDI Search Welcome

PNDI Internet Database Search Results

PNDI Search Number: N149482
Search Results For estuart@state.pa.us
Search Performed By: Erin Stuart On 7/23/04 7:08:59 AM
Agency/Organization: PA Department of Environmental Protection
Phone Number: 814-332-6945
Search Parameters: Quad - 417933 - LUCINDA; Acres - 640
Project location center (Latitude): 41deg. 21min. 28sec.
Project location center (Longitude): 79deg. 19min. 28sec.
Project Type: Planning/Act 537 Plan

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New Search using inches on a Quad
New Search using Latitude and Longitude
PNDI Search Home
PNDI Search Welcome

PNDI Internet Database Search Results

PNDI Search Number: N149483
Search Results For estuart@state.pa.us
Search Performed By: Erin Stuart On 7/23/04 7:10:05 AM
Agency/Organization: PA Department of Environmental Protection
Phone Number: 814-332-6945
Search Parameters: Quad - 417943 - TYLERSBURG; Acres - 640
Project location center (Latitude): 41deg. 22min. 47sec.
Project location center (Longitude): 79deg. 17min. 9sec.
Project Type: Planning/Act 537 Plan

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PNDI Search Home
PNDI Search Welcome

PNDI Internet Database Search Results

PNDI Search Number: N149484
Search Results For estuart@state.pa.us
Search Performed By: Erin Stuart On 7/23/04 7:11:12 AM
Agency/Organization: PA Department of Environmental Protection
Phone Number: 814-332-6945
Search Parameters: Quad - 417943 - TYLERSBURG; Acres - 640
Project location center (Latitude): 41deg. 23min. 21sec.
Project location center (Longitude): 79deg. 16min. 32sec.
Project Type: Planning/Act 537 Plan

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When instructed to contact Justin Newell, they should do so.

DEP and Conservation Districts should follow the instructions below when potential conflicts are indicated.

When details are displayed as part of the search result, the element's Scientific Name, Common Name, State Status, Proposed State Status and Number of Occurrences within the Search Area are listed.

Due to the sensitive nature of certain endangered species, species names are not displayed for species under the jurisdiction of the Pennsylvania Fish & Boat Commission and the U.S. Fish & Wildlife Service.

PNDI records indicate the following potential conflicts with ecological resources of special concern within the specified search area:

1 potential conflicts

The Applicant should MAIL a copy of this entire PNDI Search Result (including the Search Number) and a cover letter including a project narrative, acreage to be impacted, how construction/maintenance activity is to be accomplished, township/municipality and county where project resides, USGS 7.5 minute quadrangle with project boundary marked, and quad name on the map to:

Natural Diversity Section
PA Fish and Boat Commission
Division of Environmental Services
450 Robinson Lane
Bellefonte, PA 16823

Please mail only one (1) copy of the project review request. Do not fax or email the project

information. Allow 30 days for completion of the project review from the date of PFBC receipt of the project review request. To inquire about the review status of projects previously mailed to PFBC, telephone (814) 359-5113 and provide name, company/agency, telephone number, the projects township/municipality and county location, the PNDI Search Number, and a brief project description.

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PNDI Internet Database Search Results

PNDI Search Number: N149485
Search Results For estuart@state.pa.us
Search Performed By: Erin Stuart On 7/23/04 7:12:08 AM
Agency/Organization: PA Department of Environmental Protection
Phone Number: 814-332-6945
Search Parameters: Quad - 417943 - TYLERSBURG; Acres - 640
Project location center (Latitude): 41deg. 23min. 29sec.
Project location center (Longitude): 79deg. 15min. 59sec.
Project Type: Planning/Act 537 Plan

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Northwest Engineering, Inc.
Consultants and Civil Engineers

July 30, 2004

Natural Diversity Section
PA Fish and Boat Commission
Division of Environmental Services
450 Robinson Lane
Bellefonte PA 16823

Subject: Sewer/Water Extension
Farmington Township, Clarion County
PNDI Results

Dear Mr. Arway:

Attached are two recent PNDI search results on the above referenced project. The last PNDI search done on this project was over one year ago, therefore, we had to complete a current search. At that time the Uniform Environmental Report was completed. I am also attaching your response letter from that time.

If you should have any questions or need additional information, please contact me.

Very truly yours,

NORTHWEST ENGINEERING, INC.

Dale W. Sorensen

Dale W. Sorensen, E.I.T.
Project Consultant

DWS/ckw

Enclosures

Cc: Farmington Township

O:\WINWORD\FARM-CLR\Crown Project\fish and boat 7-30-04.doc

R.D. #1, P.O. Box Q, Tidioute PA 16351 • Ph. 814-484-3504 or 1-800-652-0568 • Fax 814-484-7595
E-Mail Address: nwemail@nwengineering.com

41 Rev 1/2003

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATERSHED MANAGEMENT
BUREAU OF WATERWAYS ENGINEERING

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PROJECT DESCRIPTION AND SIZE (Briefly describe entire area relevant to your project, including acreage.)

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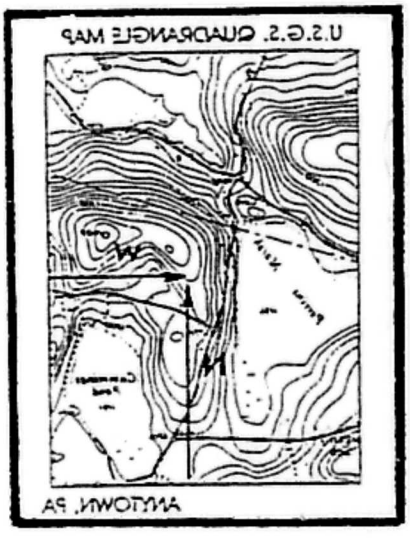


Latitude 41 ° 23 ' 29.2" Longitude 79 ° 15 ' 59 "

(OR) North (Up) _____ inches

West (to the left) _____ inches

- INDICATE BY LATITUDE AND LONGITUDE -- OR --
- INDICATE PROJECT LOCATION TO THE NEAREST ONE TENTH INCH MEASURING FROM THE EDGE OF THE MAP IMAGE FROM THE LOWER RIGHT CORNER.

N149485

FOR OFFICIAL USE ONLY

SCREENING RESULTS - Follow the directions of the checked block.

☐ No potential conflicts were encountered during the PNDI inquiry. Include this form and the PNDI receipt with your Chapter 105 environmental assessment or other DEP permit application submissions.

☒ Potential conflicts must be resolved by contacting the natural resource agencies listed on the PNDI receipt. Please provide a copy of this form and the PNDI receipt along with a brief description of your project to the listed agency for consultation and recommendations. Include this form, the printed PNDI search results and the natural resource agency's written recommendation with your Chapter 105 environmental assessment or other DEP permit application submissions.

EB 6402

RECEIVED

JUL 21 2004

PROTECTION
AREA OFFICE

PNDI Internet Database Search Results

PNDI Search Number: N149485
Search Results For estuart@state.pa.us
Search Performed By: Erin Stuart On 7/23/04 7:12:08 AM
Agency/Organization: PA Department of Environmental Protection
Phone Number: 814-332-6945
Search Parameters: Quad - 417943 - TYLERSBURG; Acres - 640
Project location center (Latitude): 41deg. 23min. 29sec.
Project location center (Longitude): 79deg. 15min. 59sec.
Project Type: Planning/Act 537 Plan

Print this page using your Internet browser's print function and keep it as a record of your search.

Instructions for DCNR Bureau of Forestry personnel only:
When instructed below to contact the PA Fish and Boat Commission, the US Fish and Wildlife Service or the PA Game Commission, Bureau of Forestry personnel should instead contact Merlin Benner for districts 9-16, 19, 20 or Aura Stauffer for districts 1-8, 17, 18, who will coordinate resolution with those agencies.
When instructed to contact Justin Newell, they should do so.

DEP and Conservation Districts should follow the instructions below when potential conflicts are indicated.

When details are displayed as part of the search result, the element's Scientific Name, Common Name, State Status, Proposed State Status and Number of Occurrences within the Search Area are listed.

Due to the sensitive nature of certain endangered species, species names are not displayed for species under the jurisdiction of the Pennsylvania Fish & Boat Commission and the U.S. Fish & Wildlife Service.

PNDI records indicate the following potential conflicts with ecological resources of special concern within the specified search area:

1 potential conflicts

The Applicant should MAIL a copy of this entire PNDI Search Result (including the Search Number) and a cover letter including a project narrative, acreage to be impacted, how construction/maintenance activity is to be accomplished, township/municipality and county where project resides, USGS 7.5 minute quadrangle with project boundary marked, and quad name on the map to:

Natural Diversity Section
PA Fish and Boat Commission
Division of Environmental Services
450 Robinson Lane
Bellefonte, PA 16823

Please mail only one (1) copy of the project review request. Do not fax or email the project

information. Allow 30 days for completion of the project review from the date of PFBC receipt of the project review request. To inquire about the review status of projects previously mailed to PFBC, telephone (814) 359-5113 and provide name, company/agency, telephone number, the projects township/municipality and county location, the PNDI Search Number, and a brief project description.

PNDI is a site specific information system, which describes significant natural resources of Pennsylvania. This system includes data descriptive of plant and animal species of special concern, exemplary natural communities and unique geological features. PNDI is a cooperative project of the Department of Conservation and Natural Resources, The Nature Conservancy and the Western Pennsylvania Conservancy. This response represents the most up-to-date summary of the PNDI data files and is valid for 1 year. An absence of recorded information does not necessarily imply actual conditions on-site. A field site survey may reveal previously unreported populations of rare species, their critical habitats, or other unique natural resources.

Legal authority for Pennsylvania's biological resources resides with three administrative agencies. The handout entitled Pennsylvania Biological Resource Management Agencies, outlines which species groups are managed by these agencies. Feel free to contact our office if you have questions concerning this response or the PNDI system, and please refer to the PNDI Search Number at the top of this page in future correspondence concerning this project.

New Search using inches on a Quad

New Search using Latitude and Longitude

PNDI Search Home

PNDI Search Welcome

41 Rev. 1/2003

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATERSHED MANAGEMENT
BUREAU OF WATERWAYS ENGINEERING

FOR OFFICIAL USE ONLY
PNDI Screening
Reviewer Erin Stuart
Date 7/23/04
Phone No. 814 332 6942

SUPPLEMENT NO. 1
PENNSYLVANIA NATURAL DIVERSITY INVENTORY SEARCH FORM

This form provides site information necessary to perform a computer screening for species of special concern listed under the Endangered Species Act of 1973, the Wild Resource Conservation Act, the Pennsylvania Fish and Boat Code or the PA Game and Wildlife Code. Records regarding species of special concern are maintained by PA DCNR in a computer database called the "Pennsylvania Natural Diversity Inventory" (PNDI). Results from this search are not intended to be a conclusive compilation of all potential special concern resources located within a proposed project site. On-site biological surveys may be recommended to provide a definitive statement on the presence or absence, or degree of natural integrity of any project site. Results of this PNDI search are valid for one year after the initial search or conclusion of coordination with the jurisdictional agency (whichever is later), then a new PNDI coordination process must be initiated, and a new PNDI search is required. The search area should include the entire area that presently or in the future requires a permit or authorization.

Please complete the information below, attach an 8½" x 11" photocopy (DO NOT REDUCE) of the portion of the U.S.G.S. Quadrangle Map that identifies the project location and outlines the approximate boundaries of the project and mail to the appropriate DEP regional office or delegated County Conservation District prior to completing a Chapter 105 environmental assessment or any other DEP permit application. (SEE REVERSE SIDE FOR LIST OF OFFICES AND ADDRESSES).

NAME: Dale Sorensen

ADDRESS: RD 1 PO Box Q

Tidioute, PA 16351

PHONE: (814)484-3504

COUNTY: Clarion

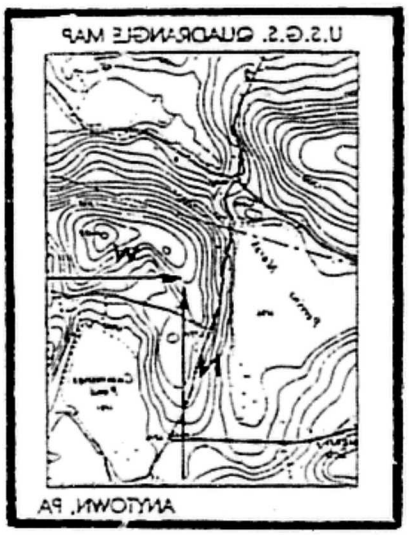
MUNICIPALITY: Farmington

U.S.G.S. 7½ Minute Quadrangle

Tylersburg

PROJECT DESCRIPTION AND SIZE (Briefly describe entire area relevant to your project, including acreage.)

Farmington Township is proposing to construct 30,000 L.F. of pressure sewer line and 6,000 LF of water line to serve areas north and south of Leeper.



Latitude 41 ° 22 ' 21 " Longitude 79 ° 16 ' 32.8"

(OR) North (Up) _____ inches

West (to the left) _____ inches

- INDICATE BY LATITUDE AND LONGITUDE, -- OR --
- INDICATE PROJECT LOCATION TO THE NEAREST ONE TENTH INCH MEASURING FROM THE EDGE OF THE MAP IMAGE FROM THE LOWER RIGHT CORNER

N149484

FOR OFFICIAL USE ONLY

SCREENING RESULTS - Follow the directions of the checked block

☐ No potential conflicts were encountered during the PNDI inquiry. Include this form and the PNDI receipt with your Chapter 105 environmental assessment or other DEP permit application submissions.

☒ Potential conflicts must be resolved by contacting the natural resource agencies listed on the PNDI receipt. Please provide a copy of this form and the PNDI receipt along with a brief description of your project to the listed agency for consultation and recommendations. Include this form, the printed PNDI search results and the natural resource agency's written recommendation with your Chapter 105 environmental assessment or other DEP permit application submissions.

CS § 640 oc

RECEIVED
JUL 21 2004
[illegible] OFFICE

PNDI Internet Database Search Results

PNDI Search Number: N149484
Search Results For estuart@state.pa.us
Search Performed By: Erin Stuart On 7/23/04 7:11:12 AM
Agency/Organization: PA Department of Environmental Protection
Phone Number: 814-332-6945
Search Parameters: Quad - 417943 - TYLERSBURG; Acres - 640
Project location center (Latitude): 41deg. 23min. 21sec.
Project location center (Longitude): 79deg. 16min. 32sec.
Project Type: Planning/Act 537 Plan

Print this page using your Internet browser's print function and keep it as a record of your search.

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PNDI records indicate the following potential conflicts with ecological resources of special concern within the specified search area:

1 potential conflicts

The Applicant should MAIL a copy of this entire PNDI Search Result (including the Search Number) and a cover letter including a project narrative, acreage to be impacted, how construction/maintenance activity is to be accomplished, township/municipality and county where project resides, USGS 7.5 minute quadrangle with project boundary marked, and quad name on the map to:

Natural Diversity Section
PA Fish and Boat Commission
Division of Environmental Services
450 Robinson Lane
Bellefonte, PA 16823

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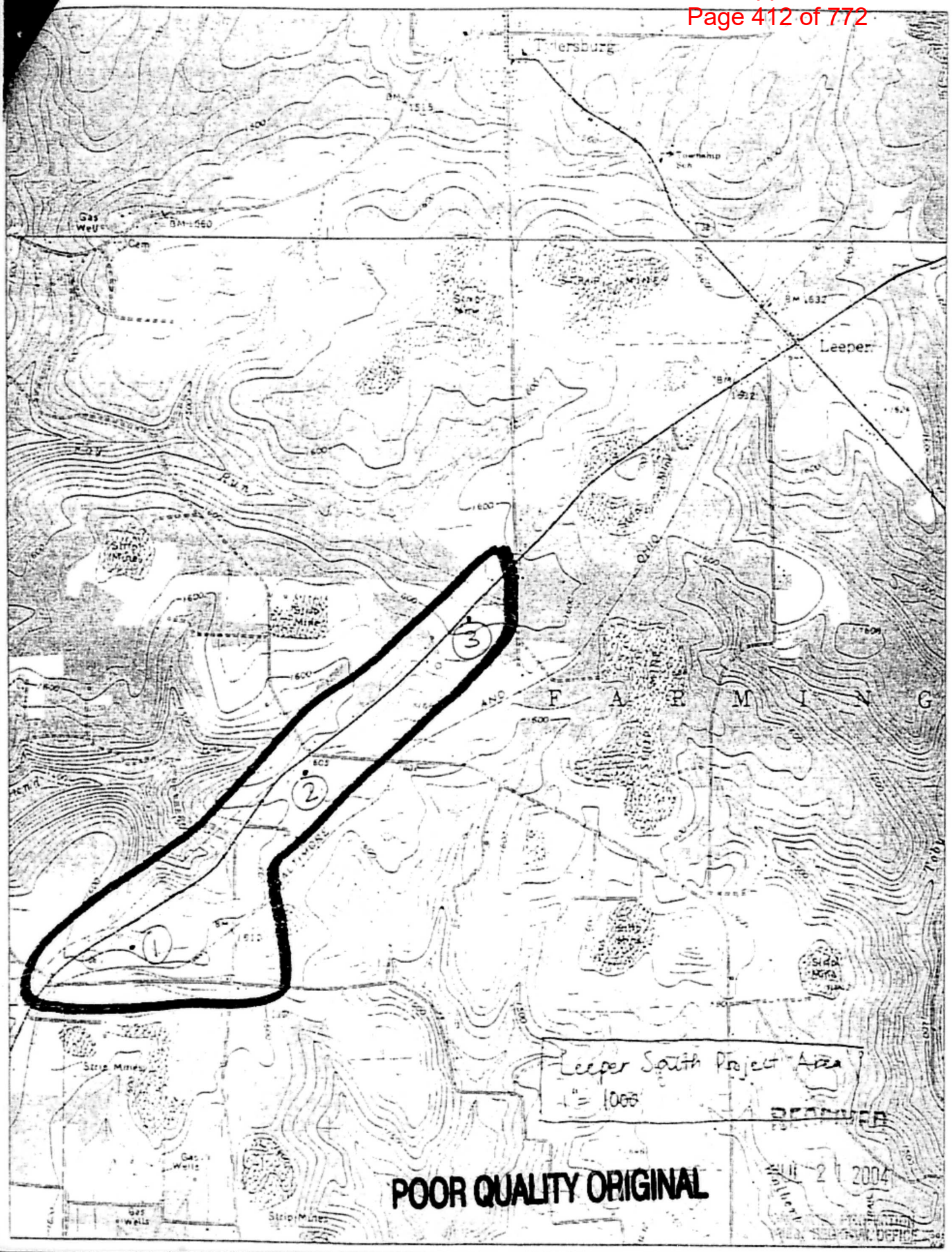
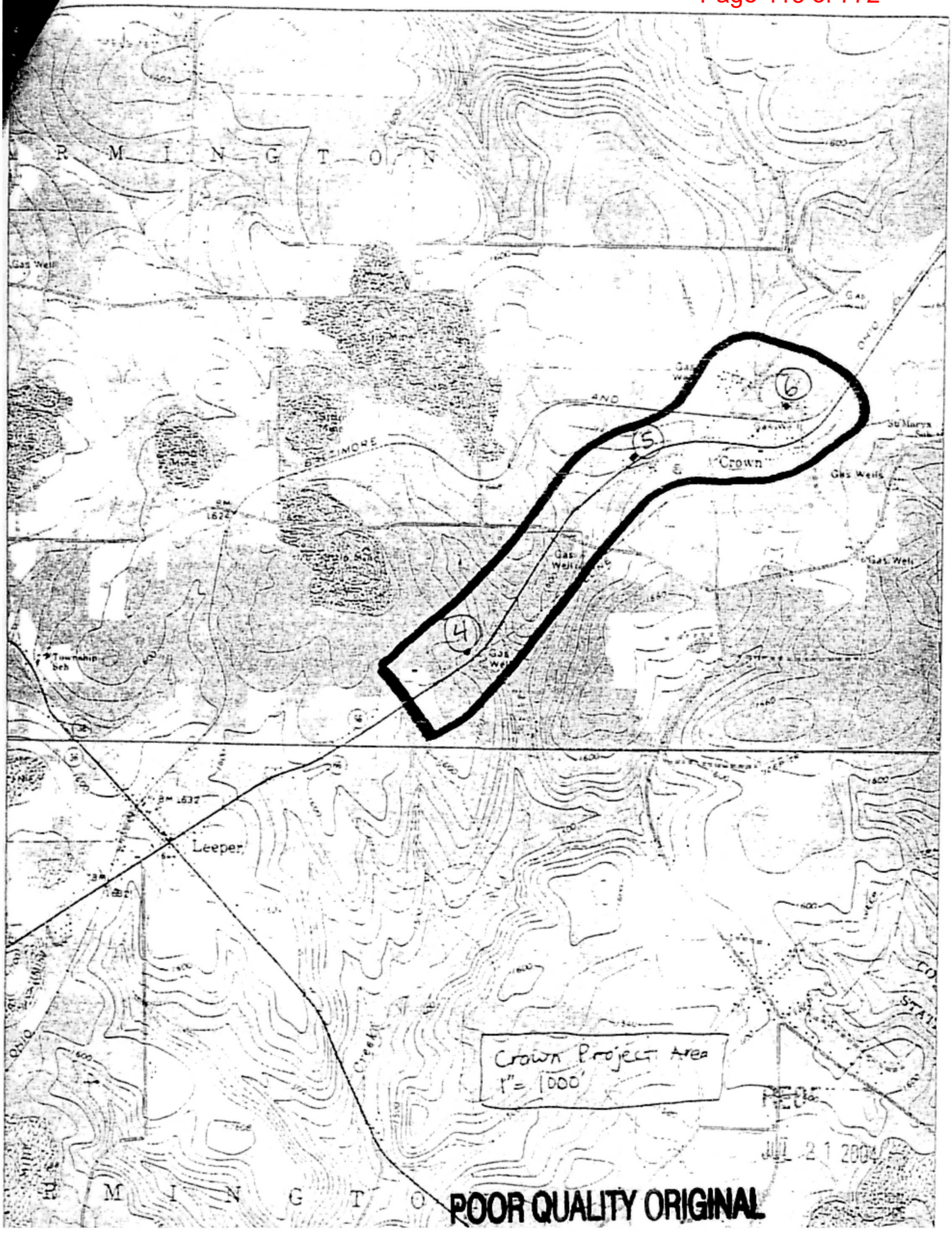
New Search using inches on a Quad

New Search using Latitude and Longitude

PNDI Search Home

PNDI Search Welcome


Tylersburg
Township Sch
Gas Well
Cem
Leeper
Strip Mine
Run
Strip Mines
Gas Wells
F A R M I N G
Leeper South Project Area
1" = 1000
POOR QUALITY ORIGINAL
JUL 2 1 2004



POOR QUALITY ORIGINAL

PNDI SEARCH POINTS

Point	Quadrangle	Latitude	Longitude	Search Results
1	Lucinda	41° 20' 31"N	79° 20' 45"W	
2	Lucinda	41° 21' 0.8"N	79° 20' 5.6"W	
3	Lucinda	41° 21' 28.3"N	79° 19' 28.6"W	
4	Tylersburg	41° 22' 47.2"N	79° 17' 9.5"W	
5	Tylersburg	41° 23' 21"N	79° 16' 32.8"W	
6	Tylersburg	41° 23' 29.2"N	79° 15' 59"W	

RECEIVED
JUL 21 2004
REGIONAL OFFICE

MAY 5 2003

Commonwealth of Pennsylvania
Pennsylvania Fish and Boat Commission
Division of Environmental Services
450 Robinson Lane
Bellefonte, PA 16823
814-359-5147

May 2, 2003

IN REPLY REFER TO
SIR #11792

Northwest Engineering, Inc.
Max Stanisch, E.I.T.
P.O. Box Q, R.D. #1
Tidioute, PA 16351

RE: Species Impact Review (SIR) – Rare, Candidate, Threatened and Endangered Species
PNDI Potential Conflict Number: N116151
State Route 66Water & Sewer Extension Project
Farmington Township, Clarion County, Pennsylvania

Dear Mr. Stanisch:

I have examined the map accompanying your recent correspondence which shows the location for the proposed above referenced project.

Presently, none of the fishes, amphibians or reptiles we list as endangered or threatened are known to occur at or in the immediate vicinity of this study area.

Please note that the Pennsylvania Fish & Boat Commission conducts Species Impact Reviews **only for reptiles, amphibians, fishes, and aquatic invertebrates**. Reviews concerning other natural resources must be submitted to other appropriate agencies. In any future correspondence with us regarding this specific project, please refer to the SIR number above.

Thank you in advance for your cooperation.

Sincerely,

John A. Arway, Chief
Division of Environmental Services

KLD:dmc

Pennsylvania Fish & Boat Commission

established 1866

Division of Environmental Services
Natural Diversity Section
450 Robinson Lane
Bellefonte, PA 16823-9620
(814) 359-5237 Fax: (814) 359-5175

August 6, 2004

IN REPLY REFER TO
SIR # 16234

NORTHWEST ENGINEERING
DALE SORENSEN
R.D. #1 P.O. BOX Q
TIDIOUTE, PA 16351

AUG - 9 2004

RE: **Species Impact Review (SIR) - Rare, Candidate, Threatened and Endangered Species**
SEWER/WATER EXTENSION
PNDI Search Number (if available): N149485, N149484
FARMINGTON Township/Borough, CLARION County, Pennsylvania

This responds to your inquiry about a Pennsylvania Natural Diversity Inventory (PNDI) Internet Database search "potential conflict" or a threatened and endangered species impact review. These projects are screened for potential conflicts with rare, candidate, threatened or endangered species under Pennsylvania Fish & Boat Commission jurisdiction (fish, reptiles, amphibians, aquatic invertebrates only) using the Pennsylvania Natural Diversity Inventory (PNDI) database and our own files. These species of special concern are listed under the Endangered Species Act of 1973, the Wild Resource Conservation Act, and the Pennsylvania Fish & Boat Code (Chapter 75), or the Wildlife Code. The absence of recorded information from our files does not necessarily imply actual conditions on site. Future field investigations could alter this determination. The information contained in our files is routinely updated. A Species Impact Review is valid for one year only.

_X_ ***NO ADVERSE IMPACTS EXPECTED FROM THE PROPOSED PROJECT***

_X_ Except for occasional transient species, rare, candidate, threatened or endangered species under our jurisdiction are not known to exist in the vicinity of the project area. Therefore, no biological assessment or further consultation regarding rare species is needed with the Commission. Should project plans change, or if additional information on listed or proposed species becomes available, this determination may be reconsidered.

___ An element occurrence of a rare, candidate, threatened, or endangered species under our jurisdiction is known from the vicinity of the proposed project. However, given the nature of the proposed project, the immediate location, or the current status of the nearby element occurrence(s), no adverse impacts are expected to the species of special concern.

If you have any questions regarding this review, please contact the biologist indicated below:

___ Jeff Schmid 814-359-5236
_X_ Kathy Derge 814-359-5186
___ J.R. Holtsmaster 814-359-5194

I am enclosing a copy of our "SIR Request Form", which is to be used for all future species impact review requests. Please make copies of the attached form and use with all future project reviews. Thank you in advance for your cooperation and attention to this important matter of species conservation and habitat protection.

SIGNATURE: _____ DATE: August 6, 2004
Christopher A. Urban
Chief, Natural Diversity Section

Our Mission:

To provide fishing and boating opportunities through the protection and management of aquatic resources.

COMMONWEALTH OF PENNSYLVANIA
FISH AND BOAT COMMISSION
NATURAL DIVERSITY SECTION

SPECIES IMPACT REVIEW (SIR) REQUEST FORM

A. This form provides the site information necessary to perform a computer database search for species of special concern listed under the Endangered Species Act of 1973, the Wild Resource Conservation Act, the Pennsylvania Fish and Boat Code or the Wildlife Code.

B. Use only *one form* for each proposed project or location. Complete the information below and mail form to:

Natural Diversity Section
Division of Environmental Services
PA Fish and Boat Commission
450 Robinson Lane
Bellefonte, PA 16823
Fax: (814) 359-5175

C. This form, a cover letter including a project narrative, and accompanying maps should be sent to the above address for environmental reviews that *only* concern *reptiles, amphibians, fishes and aquatic invertebrates.* Reviews for other natural resources must be submitted to other appropriate agencies.

D. The absence of recorded information from our databases and files does not necessarily imply actual conditions on site. Future field investigations could alter this determination. The information contained in our files is routinely updated. A review is valid for one year.

E. ***Please send us only one (1) copy of your request*** – either by fax or by mail – not both. Mail is preferred to improve legibility of maps. Facsimile submission will not improve our response turn-around time.

F. ***Allow 30 days for completion of the review from the date of PFBC receipt.*** Large projects and workload may extend this review timeframe.

G. ***In any future correspondence with us following your receipt of the SIR response, please refer to the assigned SIR number at the top left of our cover letter.***

H. **FORMS THAT ARE NOT COMPLETED IN FULL WILL NOT BE REVIEWED.**

PLEASE PRINT OR TYPE: If available, provide the potential conflict PNDI Search Number:_____

PFBC response should be sent to:

Company/Agency:_____ Form Preparer:_____

Address:_____

_____ Phone (8:00 AM to 4:00 PM):_____

Project Description:_____

_____

Indicate if the project is: Transportation ☐ or Non-transportation ☐ (check one)

Will the proposed project encroach directly or indirectly (e.g., runoff) upon wetlands or waterways? Circle one for each:

Wetlands: Yes No Unknown Waterways: Yes No Unknown

County:_____ Township/Municipality:_____

Name of the United States Geological Survey (U.S.G.S.) 7.5 Minute Quadrangle Map where project is located:

_____ Project size (in acres):_____

Attach an 8.5" by 11" photocopy (**DO NOT REDUCE**) of the section of the U.S.G.S. Quadrangle Map which identifies the project location. On this map, indicate the location of the project center (if linear, depict both ends) and outline the approximate boundaries of the project area.

Specify latitude/longitude of the project center. Latitude: _____°/_____'/_____" N

Indicate latitude/longitude in degrees-minutes-seconds format only. Longitude: _____°/_____'/_____" W

Three steps are needed to convert from decimal degrees to degrees-minutes-seconds: (1) Degrees will be the whole number. (2) To get minutes, multiply the decimal degree portion by 60. (3) Multiply the decimal minute portion by 60 to get seconds.
Example: (Latitude) 40.93748 = 40°; 0.93748 x 60 = 56.2488' = 56'; 0.2488 x 60 = 14.928 = 15" = 40°56'15" N
(Longitude) 75.94740 = 75°; 0.94740 x 60 = 56.844' = 56'; 0.844 x 60 = 50.64 = 51" = 75°56'51" W

FOR PFBC USE ONLY

SIR#	Quad Name	Data Source	Search Result-Potential Species Conflict	Action

POOR QUALITY ORIGINAL

Commonwealth of Pennsylvania
Pennsylvania Historical and Museum Commission
Bureau for Historic Preservation
Commonwealth Keystone Building, 2nd Floor
400 North Street
Harrisburg, PA 17120-0093

September 14, 2004

Dale W. Sorensen, E.I.T.
Northwest Engineering, Inc.
R.D. #1, P.O. Box Q
Tidioute, PA 16351

Re: File No. ER 04-2525-031-A
PV Planning Module 3M:
Crown/Leeper South Sewer & Water
Extension Projects, Farmington Twp.
Clarion Co.

Dear Mr. Sorensen:

The Bureau for Historic Preservation (the State Historic Preservation Office) has reviewed the above named project in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended in 1980 and 1992, and the regulations (36 CFR Part 800) of the Advisory Council on Historic Preservation. These requirements include consideration of the project's potential effect upon both historic and archaeological resources.

There may be historic buildings and/or structures eligible for the National Register of Historic Places located in the project area. However, due to the nature of the activity, it is our opinion that there will be no effect on these properties. Should the applicant become aware, from any source, that unidentified historic resources are located at the project site, or that the project activities will have an effect on these properties, the Bureau for Historic Preservation should be contacted immediately.

In our opinion no archaeological investigations are necessary in this project area.

If you need further information in this matter please consult Ann Safley at (717) 787-9121.

Sincerely,

K. W. Carr by

Kurt W. Carr, Chief
Division of Archaeology & Protection

Cc: DEP, Northwest Regional Office

KWC/tmw

Northwest Engineering, Inc.
Consultants and Civil Engineers

CERTIFIED MAIL 7002 2410 0000 0825 8476

July 16, 2004

PA Historical & Museum Commission
Bureau of Historic Preservation
Commonwealth Keystone Building
2nd Floor, 400 North Street
Harrisburg PA 17120

Subject: Farmington Township, Clarion County
Sewer and Water Extension Project

To Whom It May Concern:

Farmington Township is planning to extend existing public water and sewer facilities north and south of Leeper along State Route 66. The project(s) will involve installation of approximately 30,000 lineal feet of pressure sewer, and 30,000 lineal feet of water pipeline and appurtenances.

The total disturbed area will for these projects will be 7 acres for sewer and 5 acres for water. The actual number of buildings over forty years old located within the project area is unknown. However, there are no plans to modify or disturb any buildings as a result of this project. Therefore, this notice does not include any photographs of buildings.

Enclosed are a completed Cultural Resource Notice, a project narrative, and a 7.5 minute USGS map illustrating the project area. If you have any questions, please do not hesitate to contact our office.

Very truly yours,

NORTHWEST ENGINEERING, INC.

Dale W. Sorensen /ckw

Dale W. Sorensen, E.I.T.
Project Manager

DWS/ckw

Enclosures

O:\WINWORD\FARM-CLR\Crown Project\3M Module\PHMC letter 7-16-04.doc

R.D. #1, P.O. Box Q, Tidioute PA 16351 • Ph. 814-484-3504 or 1-800-652-0568 • Fax 814-484-7595
E-Mail Address: nwemail@nwengineering.com

0120-PM-PY0003 Rev. 6/2002

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

CULTURAL RESOURCE NOTICE

DEP USE ONLY
Date Received

Read the instructions before completing this form.

SECTION A. APPLICANT IDENTIFIER

Applicant Name	Farmington Township				
Street Address	PO Box 148				
City	Leeper	State	PA	Zip	16233
Telephone Number	814-744-8523				
Project Title	Crown/Leeper South Sewer and Water Extension Projects				

SECTION B. LOCATION OF PROJECT

Municipality	Farmington Township	County Name	Clarion	DEP County Code	16

SECTION C. PERMITS OR APPROVALS

Name of Specific DEP Permit or Approval Requested: Planning Module 3M

Anticipated federal permits:

- ☐ Surface Mining
- ☐ Army Corps of Engineers
- ☐ 401 Water Quality Certification
- ☐ 404 Water Quality Permit
- ☐ Federal Energy Regulatory Commission
- ☐ Other:

SECTION D. GOVERNMENT FUNDING SOURCES

- ☒ State: (Name) PENNVEST
- ☐ Federal: (Name)
- ☐ Local: (Name)
- ☐ Other: (Name)

SECTION E. RESPONSIBLE DEP REGIONAL, CENTRAL, DISTRICT MINING or OIL & GAS MGMT OFFICE

DEP Regional Office Responsible for Review of Permit Application

- ☐ Central Office (Harrisburg)
- ☐ Southeast Regional Office (Conshohocken)
- ☐ Northeast Regional Office (Wilkes-Barre)
- ☐ Southcentral Regional Office (Harrisburg)
- ☐ Northcentral Regional Office (Williamsport)
- ☐ Southwest Regional Office (Pittsburgh)
- ☒ Northwest Regional Office (Meadville)
- ☐ District Mining Office:
- ☐ Oil & Gas Office:

SECTION F. RESPONSIBLE COUNTY CONSERVATION DISTRICT, if applicable.

County Conservation District	Telephone Number, if known
Clarion	

SECTION G. CONSULTANT

Consultant, if applicable	Dale W. Sorensen				
Street Address	RD 1 PO Box Q				
City	Tidioute	State	PA	Zip	16351
Telephone Number	814-484-3504				

SECTION H. PROJECT BOUNDARIES AND DESCRIPTION

REQUIRED

Indicate the total acres in the property under review. Of this acreage, indicate the total acres of earth disturbance for the proposed activity.

Attach a 7.5' U.S.G.S. Map indicating the defined boundary of the proposed activity.

Attach photographs of any building over 50 years old. Indicate what is to be done to all buildings in the project area.

Attach a narrative description of the proposed activity.

Attach the return receipt of delivery of this notice to the Pennsylvania Historical and Museum Commission.

REQUESTED

Attach photographs of any building over 40 years old.

Attach site map, if available.

SECTION I. SIGNATURE BLOCK

Dale W. Sosen	7/16/04
Applicant's Signature	Date of Submission of Notice to PHMC

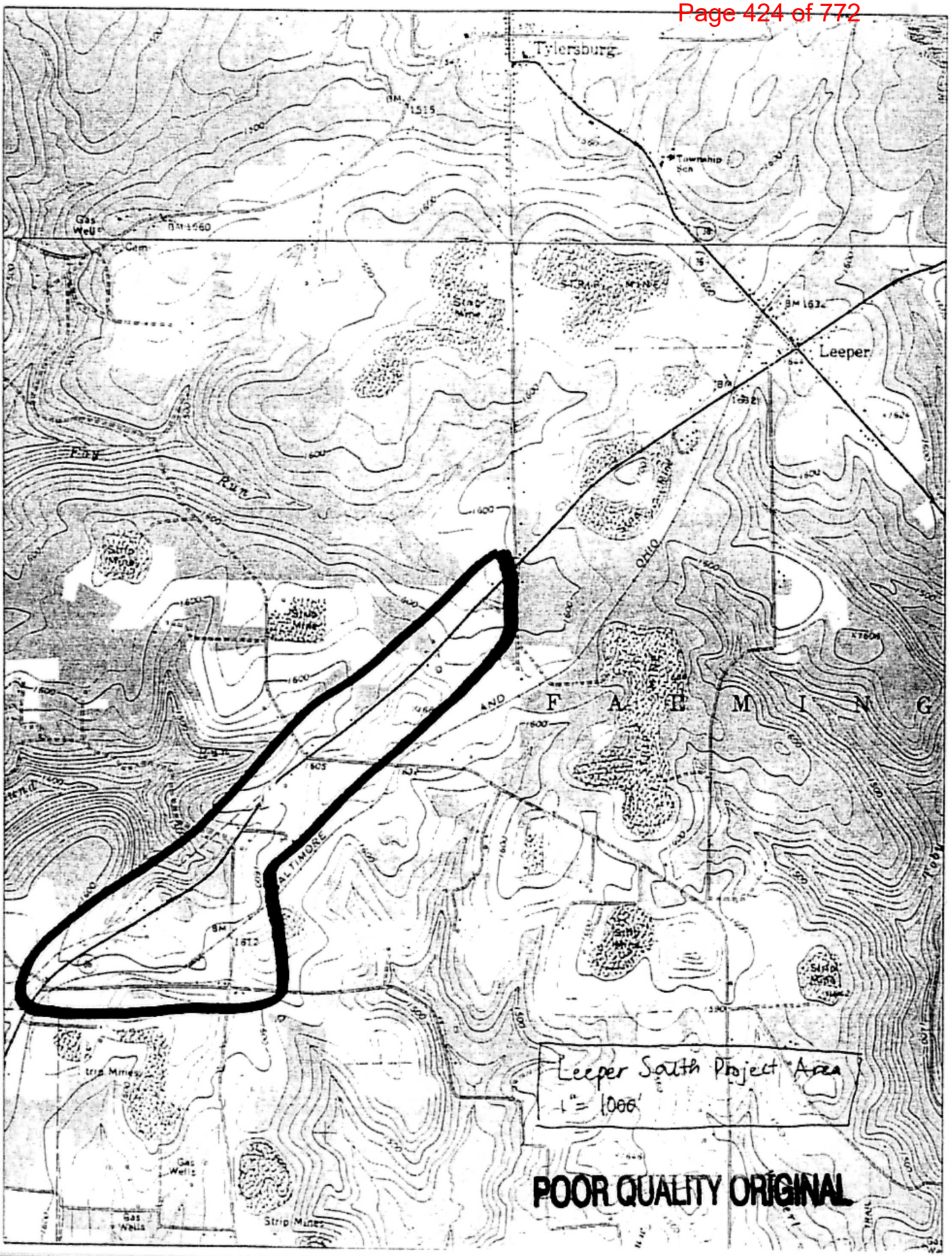
PROJECT NARRATIVE

Farmington Township, Clarion County
Crown/Leeper South Sewer Extension Project

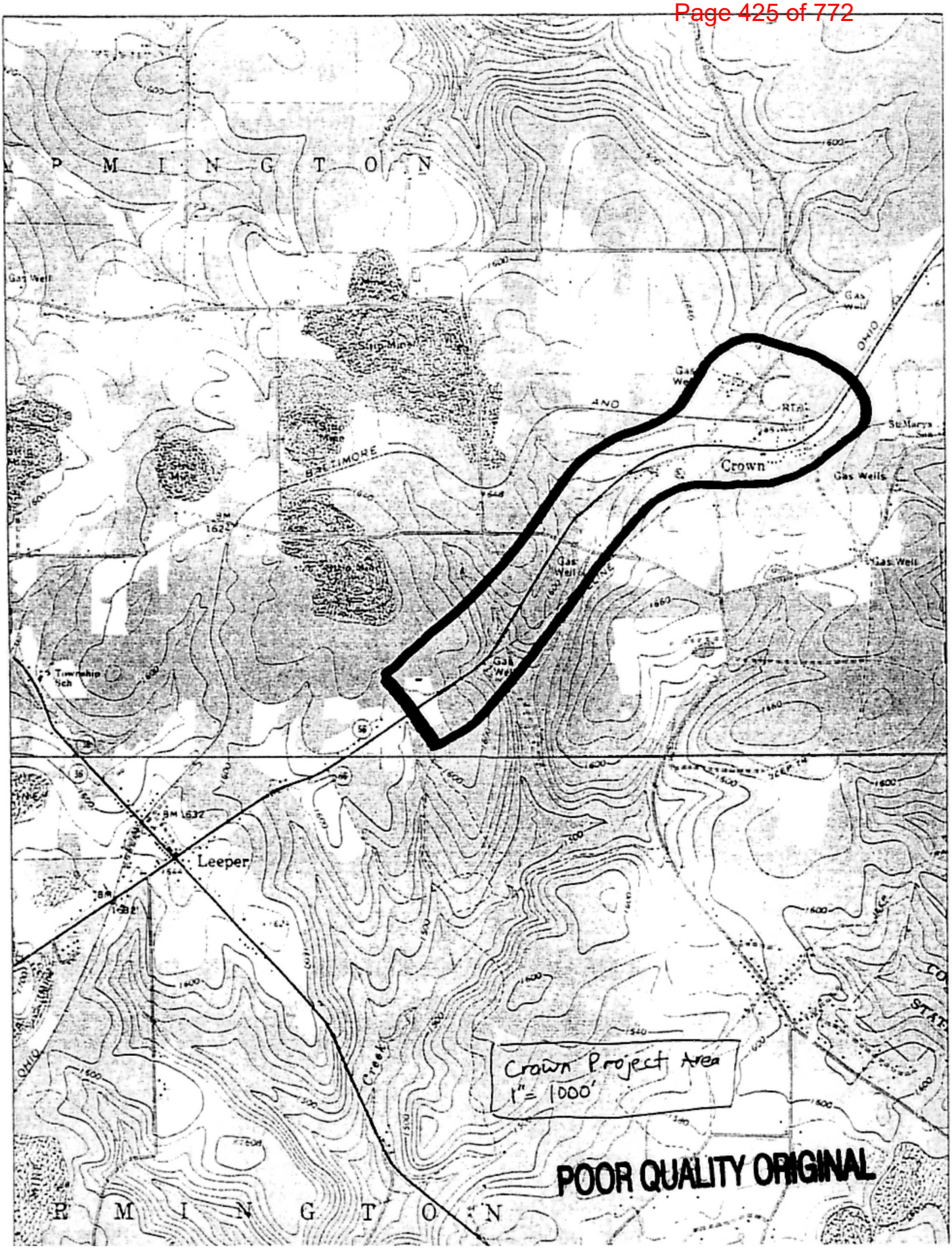
The proposed project is an extension of existing sewer facilities to serve 50 existing residential EDU's in the village of Crown, and 7 existing residential EDU's along Route 66 south of Leeper. The total number of EDU's is 57. There are no residential or commercial development projects currently being planned for either of these two areas. The proposed sewer facilities are low-pressure sewer pipelines, with each household having a grinder pump. The proposed sewer pipeline will be constructed adjacent to the highway right-of-way.

The connection to the existing system for the Crown area will take place 0.8 miles north of Leeper, along the highway right-of-way. The connection for the Leeper South area will take place along the highway right-of-way near Vince's Tavern, 1.2 miles south of Leeper.

Based on 400 GPD per EDU, the projected additional flows are 22,800 GPD, or 0.023 MGD.



POOR QUALITY ORIGINAL



POOR QUALITY ORIGINAL

POOR QUALITY ORIGINAL

Grow

SENDER *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PA Historical & Mus. Comm.
Bureau of Hist. Pres.
2nd Fl. 400 North St.
Commonwealth Keystone Bldg
Harrisburg PA 17120

2. Article Number (Transfer from se) 7002 2410 0000 0825 8476

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X R Batdorf ☐ Agent ☐ Addressee

B. Received by (Printed Name) JUL

C. Date of Delivery 2 2 2004

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-0835

POOR QUALITY ORIGINAL

FARMINGTON TOWNSHIP
CLARION COUNTY, PENNSYLVANIA

CHAPTER 94 ANNUAL REPORT

FOR THE YEAR 2003

Farmington Township's Chapter 94 Annual Report for the Year 2003 was prepared by:

Farmington Township Board of Supervisors
32691 State Route 66
P.O. Box 148
Leeper, PA 16233

By: Nancy A Miller
Secretary/Treasurer

William Hall
Plant Operator

Clyde E Hanley
Supervisor

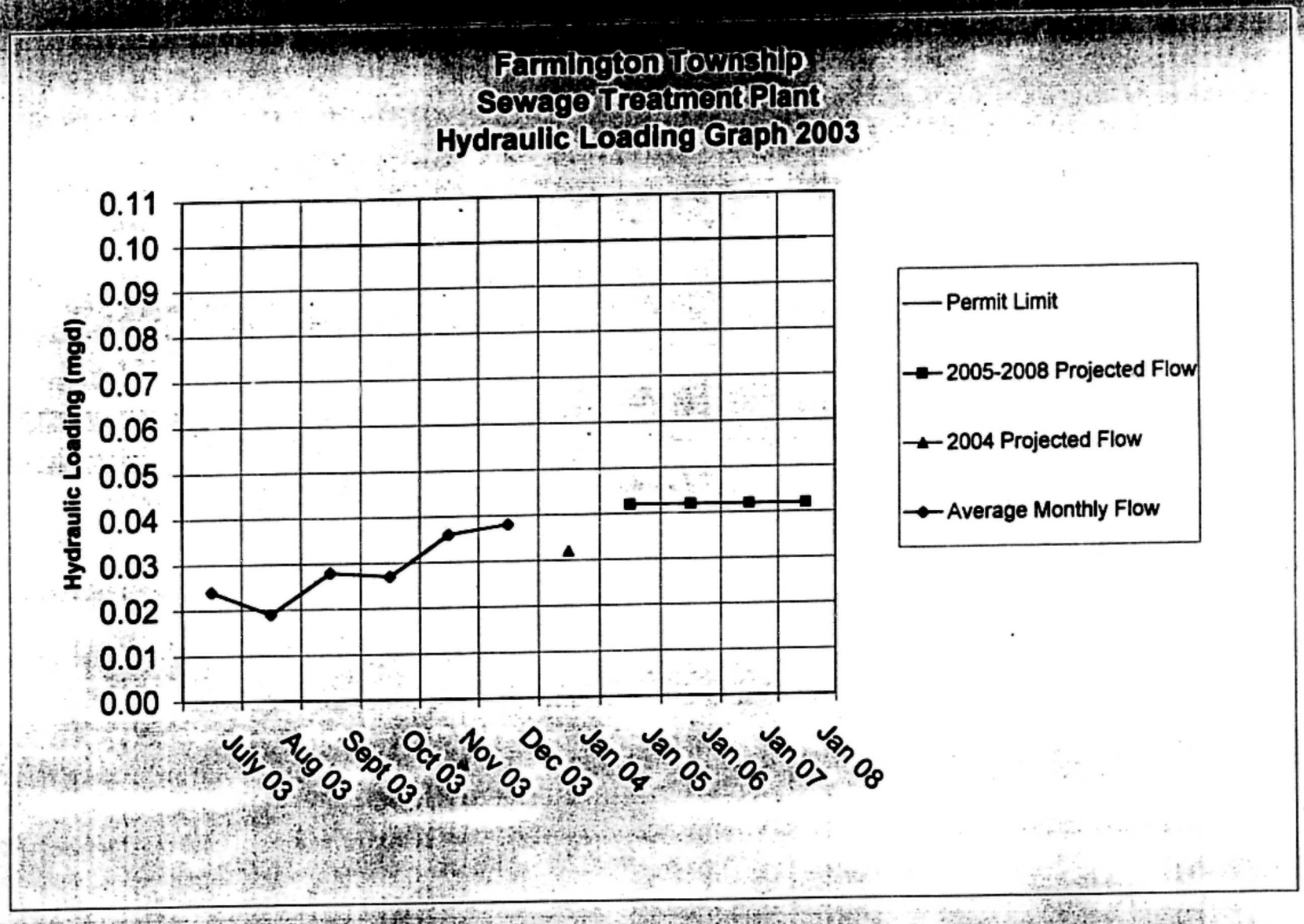
Farmington Township Annual Report
Page 1

SECTION 1: HYDRAULIC LOADING GRAPH

Farmington Township's newly-constructed sewage treatment plant became operational in 2003. Hydraulic and organic loading data is available from July 2003 through December 2003. The average daily flow for 2003 was 0.028 mgd. The plant is designed to handle 0.1 mgd. There are approximately 300 customers in the project area. Two hundred sixty of these are connected to the system with approximately forty yet to be connected. Future flows are expected to increase due to these additional connections. The projected flow for 2004 is anticipated to be 0.039 mgd.

TABLE 1

HYDRAULIC LOADING DATA (MGD)					
Month	2003 Actual	2004 Projected	2005-2008 Projected		
January		0.032	0.042		
February		0.032	0.042		
March		0.032	0.042		
April		0.032	0.042		
May		0.032	0.042		
June		0.032	0.042		
July	0.024	0.032	0.042		
August	0.019	0.032	0.042		
September	0.028	0.032	0.042		
October	0.027	0.032	0.042		
November	0.036	0.032	0.042		
December	0.038	0.032	0.042		
Annual Average Flow	0.028	0.032	0.042		
Maximum 3-month Average Daily Flow	0.034	0.039	0.051		
Ratio (Max. 3-month to Annual Average)	1.21				


Farmington Township
Sewage Treatment Plant
Hydraulic Loading Graph 2003
Hydraulic Loading (mgd)
0.11
0.10
0.09
0.08
0.07
0.06
0.05
0.04
0.03
0.02
0.01
0.00
July 03
Aug 03
Sept 03
Oct 03
Nov 03
Dec 03
Jan 04
Jan 05
Jan 06
Jan 07
Jan 08
Permit Limit
2005-2008 Projected Flow
2004 Projected Flow
Average Monthly Flow

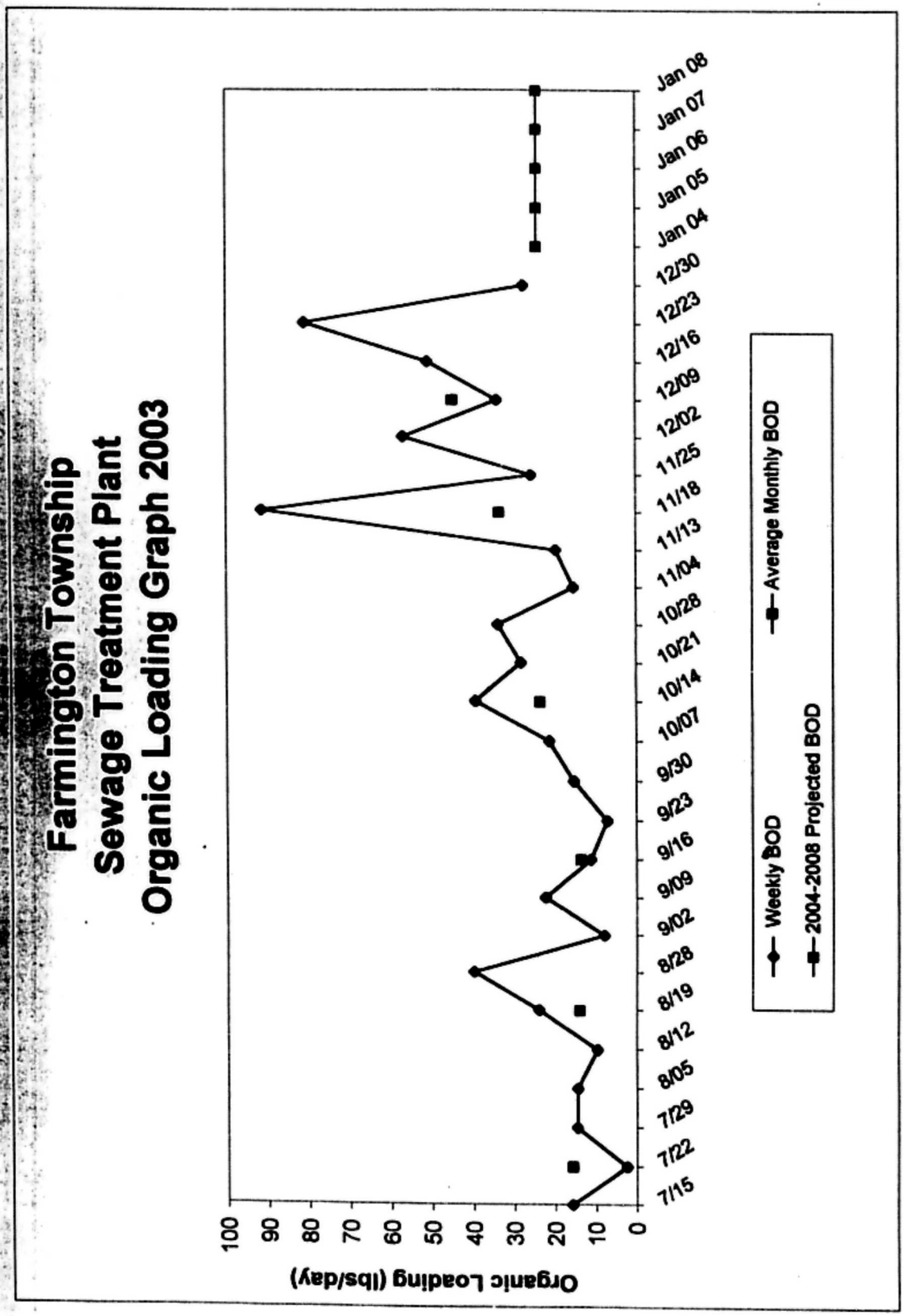
SECTION 2: ORGANIC LOADING GRAPH

The influent organic loadings on the Farmington Township Sewage Treatment plant for July 2003 through December 2003 are presented graphically on the following page. Data was taken from operational records supplied by the treatment plant operator. The organic load averaged 24.24 lbs/day for 2003.

TABLE 2

ORGANIC LOADING DATA (LBS/DAY)

Month	2003	2004-2008 Projected
January		24.24
February		24.24
March		24.24
April		24.24
May		24.24
June		24.24
July	15.81	24.24
August	14.02	24.24
September	13.73	24.24
October	23.64	24.24
November	33.45	24.24
December	44.81	24.24
Averages	24.24	24.24
Maximum Month	44.81	44.81
Ratio, Max month to Annual average	1.85	


Farmington Township
Sewage Treatment Plant
Organic Loading Graph 2003
Organic Loading (lbs/day)
100
90
80
70
60
50
40
30
20
10
0
7/15
7/22
7/29
8/05
8/12
8/19
8/28
9/02
9/09
9/16
9/23
9/30
10/07
10/14
10/21
10/28
11/04
11/13
11/18
11/25
12/02
12/09
12/16
12/23
12/30
Jan 04
Jan 05
Jan 06
Jan 07
Jan 08
Weekly BOD
Average Monthly BOD
2004-2008 Projected BOD

SECTION 3: DISCUSSION OF HYDRAULIC AND ORGANIC LOADING

The projected flow of 0.032 for 2004 was calculated using the average flow from 2003, the maximum 3-month multiplier, and the addition of 40 customers. Projected flows for 2005, 2006, 2007, and 2008 are based on the possible addition of 90 customers due to sewer extensions. The projected organic loading was based on the average loading for 2003.

SECTION 4: OVERLOAD CONDITIONS

Not applicable.

SECTION 5: INDUSTRIAL WASTE

Non-residential customers consist of one school, two factories, four restaurants, a medical center, a hair salon, a day care center, and two churches. In addition, a car wash is under construction. A copy of the Sewer System Rules and Regulations which addresses industrial waste is included in the Appendix to this report.

SECTION 6: SEWER EXTENSIONS

Being a new system, there were no extensions constructed in the past calendar year. Extensions of the system on State Route 66 north to Crown and south to the township line are being investigated at this time. The inclusion of both areas would add approximately 90 connections to the existing system.

SECTION 7: SEWER SYSTEM MONITORING & MAINTENANCE

The sewer system is monitored daily by checking main lines and laterals for possible leaks. This has intensified due to construction of a new water distribution system in the same general area which requires flagging of existing sewer lines.

The treatment plant operator is responsible for monitoring and maintenance of the wastewater treatment plant and conveyance lines leading to the plant. The plant is being monitored within the provisions of the NPDES permit.

Approximately half of the connections are gravity while the remaining 50% are serviced by individual grinder pumps. The grinder systems are owned by the township and serviced by the plant operator. The township road crew of three men and equipment are available to aid with maintenance as needed. Manholes on the gravity system are inspected periodically and approximately 75 seals have been installed to reduce infiltration.

A non-contact open channel flow meter was installed in January 2003. After experiencing problems with the meter, W. G. Malden, Inc. replaced, programmed, and calibrated the Partlow MRC 5000 recorder. New firmware was installed, programmed and calibrated on the Badger 2000. This work was performed on October 30, 2003. A copy of the service report is included in the Appendix.

SECTION 8: GENERAL CONDITION OF SYSTEM

The sewer system was newly constructed in 2003; therefore, the entire system is in excellent condition.

SECTION 9: PUMP STATIONS

There is one main pump station located on Sunny Road in Tylersburg. This wet well is 19' deep and 6' wide. The two horizontal, self-priming, centrifugal sewage pumps are designed to handle raw, unscreened, domestic sanitary sewage. These pumps perform under the following operating conditions:

Capacity (gpm)	240
Total Dynamic Head (ft)	50
Total Dynamic Suction Lift (ft)	19
Maximum Repriming Lift (ft)	18.5
Maximum Station Suction Lift (ft)	21
Total Discharge Static Head (ft)	20'

There is also one 14.5' deep by 6' wide gravity fed lift station on State Route 66 north of Leeper at a camper trailer park. This seasonal park contributes little in the way of sewage as it is vacant through the winter. In the summer, most of the units are designed to conserve water; therefore, they generate little outflow. The pumps at this station have a capacity of 100 gallons per minute at 40' TDH at 50% efficiency while pumping raw sewage with a specific gravity of 1.0 at a maximum rotational speed of 1,750 rpm.

The final pump station is located at the treatment plant. This wet well is 16.4' deep by 5' wide. Pumps at this station were selected to perform under the following operating conditions:

Capacity (gpm)	225
Total Dynamic Head (ft)	24.1
Total Dynamic Suction Lift (ft)	TBD
Maximum Repriming Lift (ft)	11.5
Maximum Static Suction Lift (ft)	12.0
Total Discharge Static Head (ft)	22.2
Minimum Submergence Depth (ft)	1.5

All pump stations are equipped with standby generators in case of power failure. Generators are tested weekly.

W.G. MALDEN, INC.
P.O. BOX 99, NARVON, PA 17555
PHONE: (717) 768-0800 FAX: (717) 768-0802

SERVICE REPORT

FARMINGTON TOWNSHIP WWTP
P.O. BOX 148
LEEPER, PA 19233

SERVICE DATE: 10/30/2003
METER#: 10008157 AA
LOCATION: FARMINGTON WWTP EFFLUENT
SERIAL #: 838130-0002/772914-0009
MANUFACTURER: BADGER/PARTLOW
RECORDER: MRC 5000
TRANSMITTER: 2200
PRIMARY: 90°
MAXIMUM CAPACITY: 100,000 GPD
SERVICE CONTRACT: ANNUAL

WORK PERFORMED

CLEANED EQUIPMENT: X **PRIMARY:** X

RECORDER CALIBRATION **CHECKED AT:** 0, 25, 50, 75 & 100%
ERROR: * **CORRECTED ACCURACY:** ± 1%

TOTALIZER CALIBRATION **CHECKED AT:** 0, 25, 50, 75 &100%
ERROR: 0% **CORRECTED ACCURACY:** ± 1/2%

TRANSMITTER CALIBRATION
SIMULATED HEAD RISES AND FLOW MEASUREMENTS
ERROR: 0% **CORRECTED ACCURACY:** ± 1%

COMMENTS: SERVICE REQUESTED--REPALCED PARTLOW MRC 5000 RECORDER. PROGRAMMED AND CALIBRATED. INSTALLED NEW FIRMWARE ON BADGER 2200. PROGRAMMED AND CALIBRATED.

SERVICE REPRESENTATIVE: Jerry Lawrey **PERSON SEEN:**
copies:

PUBLIC NOTIFICATION REQURIEMENT

PUBLIC NOTICE

CROWN/LEEPER-SOUTH SEWAGE EXTENSION PROJECT. The Township of Farmington, Clarion County is revising their Official Sewage Facilities Plan in conjunction with Pennsylvania Department of Environmental Protection's (DEP) "Component 3m Minor Act 537 Plan Update Revision." The recommendations within the Component 3m Planning Module include extensions of the Township's sanitary sewage collection system to serve the Village of Crown as well as the area along Route 66 between Leeper and the southern Farmington Township boundary. The estimated cost for the service will be approximately $38.00 per month, per household or Equivalent Dwelling Unit (EDU) with no tap-on fee proposed. A copy of this Planning Module will be available at the Farmington Township Building for public review by appointment, which can be made by contacting the Township Secretary at 814/744-8523. Farmington Township will receive written comments for 30 days from the date of this notice. Address written correspondence to: Farmington Township, 32691 Route 66, Leeper, PA 16233. All written comments will be addressed and incorporated into the Planning Module.

Gene Frederick, Chairman
Farmington Township

RESOLUTION ADOPTING PLAN REVISION

3800-FM-WSWM0353m Rev. 11/2002

M. PROJECT COST AND FUNDING ANALYSIS (See Section M of instruc ions)

☒ A detailed cost estimate and present worth analysis for the project is attach d. Provide a financing plan for the project, identifying the funding source(s) and identifying estimated tap es and user rates. For projects proposing the use of PENNVEST funds, see Section I. 9. **ADDITIONAL I EQUIREMENTS FOR PENNVEST PROJECTS**. Complete the following table:

Cost and Funding Information (Estimated)	
COST	
Construction cost	$ 471,100
Administrative, legal, engineering cost	$ 156,100
Total project cost	$ 627,200
Annual O/M cost	$ 11,714
FUNDING	
Tap-in fees ($ per EDU X no. EDUs)	$ 0
Proceeds from primary funding source	$ 627,700
Proceeds from other funding sources	$ 0
USER COSTS	
Initial user base	57 EDUs
Monthly debt service per EDU	$ 20
Monthly O/M cost per EDU	$ 17.13
Total estimated monthly user cost per EDU	$ 37.54

N. PROJECT IMPLEMENTATION SCHEDULE (See Section N of instruc ons)

☒ A project implementation schedule showing milestone dates for submissio of DEP permit applications, initiation and completion of construction and any other milestones significant to thi particular project is attached to this component

O. PUBLIC NOTIFICATION REQUIREMENT (See Section O of instructic s)

☐ Attached is a copy of the public notice. All comments received as a result the notice are attached.

☐ Municipal response to these comments is attached.

☒ No comments were received. A copy of the public notice is attached.

RECEIVED
DEC 27 2004
ENVIRONMENTAL PROTECTION
NORTHWEST REGION

ENVIRONMENTAL PROTECTION

P.O. BOX 669
KNOX, PENNSYLVANIA 16232-0669
TELEPHONE: 814-797-1191
FAX NUMBER: 814-797-2706

FACSIMILE COVER PAGE

DATE: 5-24-05

DESTINATION: _____

ATTENTION: Rick Kointz

FROM: Jerry Berg

NUMBER OF PAGES (INCLUDING COVER SHEET): 4

COMMENTS:

KNOX DISTRICT OFFICE

Proof of Publication in The Derrick
UNDER ACT NO. 587, APPROVED MAY 16, 1929

K6 04 219

STATE OF PENNSYLVANIA,
SS:
COUNTY OF VENANGO,

Edward B. Cowart, of Venango Newspapers, Inc., of the County and State aforesaid, being duly sworn, deposes and says that THE DERRICK, newspaper of general circulation published at Oil City, PA, County and State aforesaid, was established in 1871, since which time THE DERRICK has been regularly issued in said County, and that the printed notice or publication attached hereto is exactly the same as printed in the regular edition and issue of the said THE DERRICK on the following dates, viz:

15th of October, 2004

Affiant further deposes that he is authorized by VENANGO NEWSPAPERS, INC., agent for the said THE DERRICK, to verify the foregoing statement under oath, and affiant is not interested in the subject matter of the aforesaid notice or advertisement, and that all allegations in the foregoing statements as to time, place and character of publication are true.

COPY OF NOTICE OR PUBLICATION

PUBLIC NOTICE

CROWN/LEEPER-SOUTH SEWAGE EXTENSION PROJECT. Farmington Township, Clarion County, is revising their Official Sewage Facilities Plan in conjunction with Pennsylvania Department of Environmental Protection's "Component 3m Minor Act 537 Plan Update Revision." The recommendations within the Component 3m Planning Module include extensions of the Township's sanitary sewage collection system to serve the Village of Crown as well as the area along Route 68 between Leeper and the southern Farmington Township boundary.

The estimated cost for the service will be approximately $38.00 per month per household or Equivalent Dwelling Unit (EDU). A copy of this Planning Module [illegible] view at the municipal building during regular office [illegible] Farmington Township [illegible] receive written comments for 30 days from the date of this notice. Address written correspondence to: Farmington Township Supervisors, P.O. Box 148, Leeper, PA 16233. All written comments will be addressed and incorporated into the Planning Module.

Clyde Frederick, Chairman
Farmington Township

Sworn to and subscribed before me this 18th day of October, 2004.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Jena L. VanDyke, Notary Public
City Of Oil City, Venango County
My Commission Expires Oct. 21, 2007
Member, Pennsylvania Association Of Notaries

STATEMENT OF ADVERTISING COST

Farmington Township
P.O. Box 148
Leeper, PA 16233 #2309744

The VENANGO NEWSPAPERS, INC., Dr.
Agent for The Derrick

For publishing the notice or publication attached hereto on the above dates	$182.02
Probating same	$7.00
total	$189.02

Publisher's Receipt for Advertising Costs

VENANGO NEWSPAPERS, INC., agent for THE DERRICK, hereby acknowledges receipt of the aforesaid notice and publication costs, and certifies that the same have been duly paid.

By _____

POOR QUALITY ORIGINAL

PUBLIC NOTICE

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Clyde Frederick, Chairman
Farmington Township

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O. PUBLIC NOTIFICATION REQUIREMENT (See Section O of instructions)

☐ Attached is a copy of the public notice. All comments received as a result of the notice are attached.

☐ Municipal response to these comments is attached.

☒ No comments were received. A copy of the public notice is attached.

RECEIVED
DEC 27 2004

Insert Paragraphs

A. Project Information: The project description information requested in Section A of the module must be completed.

B. Municipal (client) Information: The municipality information requested in Section B of the module must be completed.

C. Project (site) Information: The site information requested in Section C of the module must be completed.

D. Consultant Information: The consultant information requested in Section D of the module must be completed.

E. Drinking Water: Section E must be completed. If an existing public water supply is to be used, attach documentation from the water company stating that it will serve the project.

F. Project Narrative: A narrative must be prepared in accordance with Section F of the module instructions.

G. Sewage Disposal Needs: Identify the sewage disposal needs in your project area by survey type information supplemented with other "documentation of need." Please refer to DEP's guidance titled ***Sewage Disposal Needs Identification Guidance*** for data collection procedures and needs analysis information.

H1. Collection System: Please provide the information requested in Section H1 of the module.

H2. Wastewater Treatment Facility: Please provide the information requested in Section H2 of the module.

I1. Immediate and Future Flows: An estimate of the immediate and five year projected flow from the proposed sewer extension must be provided. Please also provide an evaluation comparing this flow data to the most recent waste load management annual report.

I2. Plot Plan: A copy of the plot plan showing all of the information requested under Section G4 of the Module Instructions must be included.

I3a. Wetlands: Identify all wetlands located in the project area on the plot plan. Please refer to Section I3 of the module instructions for further information on the identification, mapping, and delineation of wetlands. If a disturbance to a wetland is anticipated, please contact the DEP Regional Office, Soils & Waterways Section, for permit assistance.

I3b. Wetland Permits: Please identify all construction activities proposed in, along, or through any wetlands, or any stream classified as High Quality or Exceptional Value. Indicate the type of encroachment permit that will be required and address the impacts of the permitting requirements for the encroachments on the project.

I4. Prime Ag: Please identify all disturbances to any prime agricultural lands and describe the alternatives that were considered to avoid these disturbances and the reasons that they were not deemed feasible. Please refer to Section I4 of the module instructions for more information.

I5. Storm Water Management: Include documentation showing that the project is consistent with the county storm water management plan. If conflicts are identified, include documentation indicating that the conflicts are resolved or that another "non-conflicting" alternative will be selected.

I6. PNDI: The Pennsylvania Natural Diversity Inventory has identified a protected plant or animal species in the vicinity of the project area. Please attach documentation from the appropriate agencies having jurisdiction over the rare, threatened, or endangered species of concern indicating that all potential conflicts have been resolved.

I7. Comprehensive Plan Consistency: Please document, through a narrative and mapping, that the proposed project is consistent with any comprehensive plans developed under the Pennsylvania Municipalities Planning Code (Act 247).

I8. Historic Preservation: A completed "Cultural Resource Notice" must be submitted to the Pennsylvania Historic and Museum Commission and any PHMC response must be attached. Please refer to Section G7 of the module instructions for additional information.

I9. Pennvest: Projects anticipating Pennvest funding must include an Environmental Impact Assessment prepared in accordance with the Clean Water State Revolving Fund's requirements for eligibility. Additional information is available from you local DEP office.

J. Alternative Analysis: An alternative analysis prepared in accordance with Section J of the module instructions must be included.

K. Chapter 94 Consistency:

K1. Project Flows: List the anticipated project flows under Section K1 of the module.

K2. Total Sewage Flows: The Total Sewage Flows Chart under Section K2 of the module must be completed.

K3a. Collection & Conveyance Overload: The authority, municipality, or agency responsible for preparing the Chapter 94 report for the collection and conveyance facilities have indicated that this project will create an overload on an existing collection or conveyance system. This module will not be accepted for review until appropriate documentation is received indicating that all inconsistencies with Pa Code Title 25, Chapter 94 are resolved. If there is an approved Corrective Action Plan (CAP) covering the collection or conveyance facility, please submit a copy of the letter granting allocations to this project under the CAP.

K3b,c,d: Collection and Conveyance No Overload: The authority, municipality, or person responsible for preparing the Chapter 94 report for the collection and conveyance facilities must complete Section K3 of the module.

K4a. Treatment Facility Overload: The facility permitee has indicated that this project will create an overload on the existing system. This module will not be accepted for review until appropriate documentation is received indicating that all inconsistencies with Pa Code Title 25, Chapter 94 are resolved. If there is an approved Corrective Action Plan (CAP) covering the treatment facility, please submit a copy of the letter granting allocations to this project under the CAP.

K4b,c. Treatment Facility No-Overload: The facility permitee must complete Section K4 of the module.

L. Institutional Evaluation: Please identify the entity that will design, obtain necessary permits, construct, own and operate the proposed facilities. Refer to Section L of the module instructions.

M. Project Costs and Funding Analysis: Provide a financing plan for the project that identifies the funding source(s), estimated tap fees, and user rates. If Pennvest funding is being sought, refer to Section M of the module instructions for additional information required.

N. Project Implementation Schedule: A project implementation schedule must be included that shows milestone dates for funding application, anticipated funding receipt, collection system design, submission of DEP applications, initiation and completion of construction, and other dates that are significant to the project.

O. Public Notification: This project requires public notification in accordance with Chapter 71 Section 71.53(d)6. All comments, the municipal response to each comment, and proof of publication must be included with the module. If no comments are received, attach a copy of the notice and check the appropriate box in Section P of the module. Please refer to Section P of the module instructions for additional information.

P. Additional Planning Items: The additional planning items described in Section P of the module must be completed.

Q1. Component 4a: A completed Component 4a- Municipal Planning Agency Review must be included.

Q2. Component 4b: A completed Component 4b- County Planning Agency Review must be included.

Q3. Component 4a: A completed Component 4c- Health Department Review must be included.

R. Adoption Resolution: A completed, signed and sealed Resolution for Plan Revision must be attached to indicate municipal adoption of the plan revision.

XX. Custom Paragraph: (See attachment from SPS.)

ENVIRONMENTAL REPORT
FOR
STATE ROUTE 66 WATER & SEWER EXTENSION PROJECT

FARMINGTON TOWNSHIP
Clarion County, Pennsylvania

PREPARED IN COMPLIANCE WITH THE GUIDELINES FOR THE UNIFORM ENVIRONMENTAL REVIEW PROCESS IN PENNSYLVANIA

PREPARED BY:

NORTHWEST ENGINEERING, INC.
Consultants and Civil Engineers
RD 1 - P.O. Box Q
Tidioute, Pennsylvania 16351
Telephone: 814/484-3504
Fax: 814/484-7595

MAY 2003

RECEIVED
KNOX DISTRICT OFFICE
05 MAY -3

(for RHS, CF and RBS under 1940-G
and for RUS and EZEC under 1794)

ENVIRONMENTAL FILE CHECKLIST
(REVISION 06-10-2003)*

POSITION ONE - ASSESSMENT (***Include Applicable Documents***)

_____ TAB 1 - Documentation of Mitigation Compliance;

_____ TAB 2 – Private Party Notification to Applicant and Lenders:
Flood Insurance Information;

_____ TAB 3 – Final Public Notices – Proof of Publication;
Cert. of Copies to Agencies and Individuals;
Public Comments Received by USDA;
USDA Response to Public Comments;

_____ TAB 4 – FONSI Statement Signed by Approval Official;
SEC's Approval Memo;
Evidence of Compliance with SEC's Conditions;

_____ TAB 5 – Environmental Assessment; (CATEX, Class I or Class II)
Environmental Report by Consultant (for 1794 only)

_____ TAB 6 – Preliminary Notices – Proof of Publication;
Cert. of Copies to Agencies and Individuals;
Public Comments Received by USDA;
USDA Response to Public Comments;

*File this sheet on top of Position One.
*Tab 1 refers to the top document.

Mitigating Measures Ordinance

Not Applicable

Private Party Notice

Flood Insurance

Not Applicable

Public Conversion of Prime Farmland Notice

Not Applicable

FONSI STATEMENT

By

RUS OFFICIAL

ENVIRONMENTAL ASSESSMENT

Farmington Township
Uniform Environmental Review

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FARMINGTON TOWNSHIP
Clarion County, Pennsylvania

STATE ROUTE 66 WATER & SEWER EXTENSION PROJECT

UNIFORM ENVIRONMENTAL REVIEW

1.0 PURPOSE AND NEED FOR PROJECT

The applicant is Farmington Township. The project is the State Route 66 (SR-66), water and sewer extension project. Construction of the water conveyance and distribution system extension along SR-66, west of the Village of Leeper, will be completed in 2003, with construction of the wastewater collection extension through the corridor to follow in 2004. Construction of the water distribution and wastewater collection system extensions, along SR-66 east of the Village of Leeper, will also be completed in 2004. The water and wastewater system extensions will serve portions of State Route 66 and the Village of Crown.

1.1 Project Description

Area Description:

The Project consists of two areas and scopes of work located within portions of Farmington Township:

- **Area 1 – SR-66 Water and Sewer**

  Area 1 of the project consists of a utility corridor located adjacent to SR-66 from the western limit of Farmington Township, east to the intersection of SR-66 and T-4033. The project scope consists of installing approximately 18,000 lineal feet of water supply line and 18,000 lineal feet of low pressure, sanitary sewer, collection line and required appurtenances. Throughout the entire project area, the proposed utility lines shall be constructed along roadways. Pennsylvania-American Water Company (PAWC) will supply water to the point of connection located at the western limit of the Township. The proposed water supply lines shall convey water to a recently designed and permitted distribution system serving portions of SR-66 and the villages of Leeper and Tylersburg. The proposed wastewater collection lines shall convey wastewater to the recently constructed Farmington Township wastewater treatment plant.

- **Area 2 – SR-66 and Crown Water and Sewer**

  Area 2 of the project consists of utility corridors located throughout the Village of Crown and adjacent to SR-66 from approximately 1.2 miles east of the Village of Leeper, extending east to the Village of Crown. The water distribution component of the project consists of installing approximately 15,000 lineal feet of water supply and distribution lines and required appurtenances. The wastewater portion of the project consists of installing approximately 15,000 lineal feet of low pressure, sanitary sewer collection lines and appurtenances. The proposed wastewater collection lines shall convey wastewater to the recently constructed Farmington Township wastewater treatment plant. Throughout

the entire project area, proposed pipelines will be constructed adjacent to existing roadways.

Projected construction costs are approximately $2,168,400 with the total project costs estimated to be approximately $2,788,776. Annual operation and maintenance (O&M) costs are expected to be $31,150. Funding for the project will be anticipated from USDA/Rural Utilities Service (RUS) in the form of a loan along with additional grant money from CDBG and other sources as available. If RUS is not available, the owner will pursue financing from PENNVEST.

1.2 Purpose and Need of Project

The water distribution and conveyance system proposed in Area 1, is required to convey water to the recently permitted water distribution system to be constructed in the villages of Leeper and Tylersburg. It will also extend a potable water supply to residents along the SR-66 corridor and throughout the Village of Crown (Area 2), where present groundwater resources are of poor quality and high mineral content requiring significant treatment prior to use. Installation of the proposed water distribution system would provide residents with high quality water and improved land development potential for renewed growth and fire protection.

An Act 537 Planning Study evaluates, describes and endorses a public sewerage solution to the existing problem of high malfunction rates for on-lot sewage disposal systems in Area 1 and in Area 2. The Act 537 Planning Study recommends an alternative using pressure sewers and individual sewage grinder pumps in both project areas. The chosen alternative represents the alternative most efficiently using the nation's resources while meeting the goals of the regional sewage collection and treatment concept while being financially affordable. Alternative No. 1 minimizes adverse environmental and social impacts while providing a cost-effective solution to the municipality and the individual users participating in this project. The need for a sewage collection system in the municipality stems from the numerous problems caused by malfunctioning on-lot disposal systems. These problems result from either inability of the soil to sustain conventional on-lot systems or presence of a high groundwater table. Certain systems may be of substandard design and within the project area, many lot sizes are too small to accommodate system replacements under today's standards. The inability of the soil to percolate has forced some property owners to resort to the use of direct discharges to the surrounding drainage areas and storm water collection systems causing potential impacts to cold water fisheries. The high water table makes potable water supplies susceptible to contamination. The need for the project is documented in the Act 537 plan. The plan will be adopted by the municipality involved and submitted to the Pennsylvania Department of Environmental Protection for approval.

1.3 Future Environment Without the Project

The consequences of not implementing the project include the following:

Health Issues

The study areas' population uses groundwater sources for its supply of domestic water. The potential impact of a "No Action" Alternative on drinking water is difficult to predict. To date, no reported cases of waterborne disease (associated with sewage) outbreaks have occurred in the study areas. However, the possibility of such an outbreak exists due to the numerous malfunctioning on-lot wastewater disposal systems discharging to surface and groundwater. The municipality does not wish to implement the "No Action" Alternative because the impact of the

chronic on-lot sewage disposal problems on ground and surface water resources must be corrected.

Economic Growth

Under present conditions, economic growth of the area appears improbable. A significant factor inhibiting land development is the present lack of a quality water supply. Extension of the municipality's water distribution system into Area 1 would provide the potable water supply necessary to stimulate development and provide fire protection through the remaining project area.

The inability of the soils in both project areas, to sustain on-lot sewage disposal systems, represents the limiting factor for new construction. Adequate sanitary sewage collection and treatment facilities can represent primary infrastructure assets upon which growth and development depend. The construction of sanitary facilities will improve upon the economic conditions within the study areas.

Aesthetics and Recreational Activities

The "No-Action" Alternative adversely affects present and future recreational uses of water resources. In addition to residents engaging in water related recreation, visitors and tourists use the area's water resources for hunting, fishing, camping and boating. Continued discharge of raw and semi-treated sewage to the surrounding streams represents a threat to continued use of the area's water resources for recreational activities.

2.0 SUMMARY OF REASONABLE ALTERNATIVES CONSIDERED

2.1 Alternatives Considered

Three water and sewer system alternatives were considered as part of the technical evaluation for this project. The water system alternatives include purchasing water from the Pennsylvania-American Water Company (PAWC) with new distribution facilities, construction for new water source development, treatment, storage and distribution facilities, and a "No Action" Alternative.

The sewer system alternatives were considered in the Act 537 Plan. The alternatives involve pump station quantity and different proportions of gravity sewer and pressure sewer in the service areas. The alternatives included the continued use of on-lot disposal systems in some service areas and a "No Action" Alternative for the entire study area.

The Pennsylvania Department of Environmental Protection (PaDEP) provides guidelines to regulate the construction of subsurface sewage disposal systems. A review of the PaDEP criteria for soil type and permeability for on-lot wastewater disposal systems and soils mapping for the study areas by the US Department of Agriculture, Natural Resource Conservation Service, indicates very little of the study areas can be developed using conventional subsurface sewage disposal systems (Position 3, Tab 1). This condition limits growth in the areas using subsurface sewage disposal systems. Little growth potential exists for the study area under a "No-Action" Alternative.

2.2 Comparison of Alternatives

With the exception of the "No Action" Alternative, most of the alternatives discussed in the Act 537 Plan are feasible. Some of the alternatives were considered to be too expensive. The "No Action" Alternative, and to varying degrees, the alternatives that continued the use of private wells and on-lot wastewater disposal in some service areas, have the least desirable environmental consequences. The "No Action" Alternative and continued use of private wells and on-lot wastewater disposal in some service areas, would result in continued lack of sufficient fire protection and contamination and degradation of ground and surface water resources. The most feasible alternative to provide potable water and sanitary sewer services to both areas of the project is to purchase water from the PAWC and to construct new pressure collection sewers with wastewater treatment at the recently constructed Farmington Township, WWTP (Alternative No. 1). Alternative No. 2 was considered to be too expensive. The alternative selected provides the greatest environmental benefit at the least cost to the municipality and its future customers.

2.3 Identification of Alternatives

Various system alternative arrangements were considered as part of the technical evaluation for the project. The alternatives considered are as follows:

Water Distribution Project

Alternative of Choice, Alternative No. 1, would initially service 40 EDU's in Area 1 and 50 EDU's in Area 2. The service areas are shown on the project site map located in Position 3, Tab 1A. This alternative would require approximately 33,000 LF of water distribution lines, and a chlorinating facility. This is the more desirable of the two options since potable water will be purchased from the PAWC, eliminating capital cost to provide a sufficient supply of treated water to the project area.

This Alternative of Choice allows for the owner to maximize the number of EDU's which can be serviced and still achieve a fundable project. This alternative provides the most economically effective, technically suitable solution for water distribution. To achieve funding for this Alternative of Choice, CDBG funds and funds from other sources will be required.

Alternative No. 2, with the same number of EDU's, consists of providing service to the same portion of the municipality as Alternative No. 1. This would include providing service to 90 EDU's, the construction of approximately 33,000 LF of water distribution lines, wells with mineral removal and treatment, a booster pump station and a water storage facility. The construction and O & M costs for this alternative are much greater than Alternative No. 1. Therefore, it is less desirable due to both feasibility and increased operational demands placed upon the municipality.

Wastewater Project

Alternative of Choice, Alternative No. 1, would initially service 40 EDU's in Area 1 and 50 EDU's in Area 2. The individual service areas are shown on the project, site map located in Position 3, Tab 1A and in Appendix A of the Act 537 Plan. This alternative would require approximately 33,000 LF of pressure sewer, and 90 grinder pumps to be

constructed within both areas. Wastewater will be conveyed to the recently constructed WWTP owned by Farmington Township.

This Alternative of Choice allows for the municipality to maximize the number of EDUs which can be serviced and still achieve a fundable project. This alternative provides the most economically effective, technically suitable solution for collection of wastewater. The collection system overall remains expensive due to the sparse nature of the service area. To achieve funding of this Alternative of Choice, CDBG funds and funds from other sources will be required.

Alternative No. 2, with the same number of EDU's, and a combination of gravity and pressure collection lines, consists of providing service to the same portion of the municipality as Alternative No. 2. This would include providing service to 40 EDU's in Area 1 and 50 EDU's in Area 2. Alternative No. 2 would require approximately 11,200 LF of gravity sewer, 1-pump station, 55 manholes, 13,800 LF of pressure sewer, and 10 grinder pumps to be constructed within Area 2. The construction and O & M costs for this alternative are much greater than Alternative No. 1. Therefore, it is less desirable due to both feasibility and increased operational demands placed upon the municipality.

3.0 ENVIRONMENTAL CONSEQUENCES OF THE PROJECT

3.1.1 Land Use in the Project Area

3.1.1.1 *Affected Environment*

Area 1 of the proposed project includes approximately 20 acres of which approximately 7 acres will be disturbed by construction and operation for both the water distribution and wastewater collection systems. Land use within Area 1 includes residential, commercial, agricultural, and forest applications.

Area 2 of the proposed project includes approximately 20 acres; of which construction and operation for both the water distribution and wastewater collection systems will disturb approximately 8 acres. Land use within Area 2 includes residential, nonresidential, commercial, agricultural, and forest applications. Residential use includes continuously occupied dwellings. Nonresidential use includes churches, restaurants, retail stores, and small businesses.

Clarion County has adopted a Comprehensive Plan and subdivision ordinance, which provides guidelines for lot size, setbacks, and other density requirements. The County Subdivision Ordinance applies to Farmington Township. General guidelines relative to occupancy in the floodplain and the floodway are also contained in the subdivision ordinance. The ordinance requires that subdivisions connect to public sewer and water systems, if feasible.

Clarion County has also enacted a Zoning Ordinance that applies to the municipality. A subdivision ordinance applies to all municipalities in Clarion County. Design standards for lot dimensions and areas are followed unless superceded by the zoning ordinance. There does not appear to be any inconsistency between the subdivision ordinance and the present sewage facility plan in terms of proposed land use. The subdivision ordinance essentially sets minimum design standards for land development without directing where

that development may occur. It relies on the zoning ordinance to provide such desired land use control. It does restrict or preclude land development in areas by reason of flooding, poor drainage, adverse earth or rock formations or any other condition likely to be harmful to the health, safety and welfare of future residents. The ordinance requires preparation and approval by appropriate regulatory agencies of both an erosion and sedimentation pollution control plan and a storm water management plan.

3.1.1.2 *Direct Impact*

The direct impact area in this environmental assessment is confined to approximately 200 feet on either side of the proposed sewer lines, which are included in the "project area," and shown on the project maps located in Position 3, Tab 1.

3.1.1.3 *Indirect Impact*

The indirect impact area is that area of projected growth, which is expected to result from the completion of this project within the foreseeable future (approximately 5 years). This selected alternative is the logical growth area, which complies with planning documents. It will encourage compact community development and meets the intent of State and Federal laws and Executive Orders.

3.1.1.4 *Environmental Consequences*

Completion of the proposed water distribution and wastewater collection project will probably result in the construction of additional single-family homes on property where soil conditions limit use of on-lot wastewater disposal systems or make construction of on-lot disposal systems expensive. This could result in conversion of property now used for agriculture, open space or timber production to home sites or residential development.

3.1.1.5 *Mitigation*

No mitigation measures are necessary.

3.1.2 Important Farmland

3.1.2.1 *Affected Environment*

Soil types indicating important farmland are shown on the soils maps located in Position 3, Tab 1. Letters received from contact agencies approving the project are located in Position 3, Tab 1.

3.1.2.2 *Direct Impact*

The direct impact area in this environmental assessment is confined to approximately 200 feet on either side of the proposed water and sewer lines, which are included in the "project area," and shown on the project maps located in Position 3, Tab 1.

The municipality's environmental consultant, RUS and the Natural Resources Conservation Service (NRCS) have reviewed the soil types in the study area. Many of

the soil types shown on the NRCS Soil Survey maps for the project area are categorized by NRCS as "important farmland.

The municipality's consultant studied the United States Geological Survey (USGS) maps (which show existing structures) and conducted a field inventory to add structures constructed since the mapping was completed. They determined, in accordance with the Federal Farmland Protection Policy Act (FPPA) and USDA Departmental Regulation 9500-3, that the area of direct environmental impact mainly consists of existing development and fill-in lots along roads. The density of the developed areas in the study area does not meet, or exceed 30 existing structures in 40 acres. Therefore, the areas do not qualify as "urban built-up". These areas are not exempt from the definition of "important farmland".

During construction, permanent direct impacts will be avoided by working along the roadway right-of-way, whenever possible. Trenches for water distribution and pressure sewer line installation will be of minimum width, at an approximate depth of only four feet and as close to the roadway right-of-way as practical. The exceptions are a few lines on the outer limits of the residential areas that convey wastewater from developed areas through undeveloped areas and farmland. No sewer line construction will negatively impact important farmland in a permanent manner since they will be buried and will allow farming practices to continue, following installation of the utility lines. Erosion and Sedimentation Pollution Control Plans will be followed to assure restoration and to minimize impacts.

No proposed permanent structures including one water supply chlorinating station will be constructed on important farmland. Since the project area does not qualify as urban built-up, a land evaluation site assessment (LESA), Form AD-1006, was completed by the appropriate agencies. Refer to the form, the project maps and letters (Position 3, Tab 1). The project area scored less than 150 points in the land evaluation corridor assessment. Therefore, further consideration for protection under FPPA is not required and no additional sites need to be evaluated.

3.1.2.3 *Indirect Impact*

The indirect impact area is that area of projected growth, which is expected to result from the completion of this project within the foreseeable future (approximately 5 years). There are isolated "important farmland" soils in the indirect impact area, which may be subject to conversion to other uses if the projected growth occurs. Other alternative growth areas were considered, but all included some "important farmland" soils. This selected alternative is the logical growth area, which complies with planning documents. It will encourage compact community development and meets the intent of State and Federal laws and Executive Orders.

Refer to the project maps and letters in Position 3, Tab 1, or correspondence and mapping regarding important farmland.

3.1.2.4 *Environmental Consequences*

Completion of the proposed water distribution and wastewater collection project will result in the construction of some additional single-family homes on property where soil conditions limit use of on-lot wastewater disposal systems or make construction of on-lot disposal systems expensive. This could result in conversion of property now used for agriculture, open space or wooded land to home sites or residential development. A significant portion of the direct impact and indirect impact area is noted as having important farmland soils. The project poses no adverse impacts to important farmland.

3.1.2.5 *Mitigation*

No mitigation measures are necessary.

3.1.3 Formally Classified Lands

3.1.3.1 *Affected Environment*

National and State parks, forests and trails are considered as Formally Classified Lands, along with areas that are registered or eligible national monuments and landmarks. Formally classified lands do not exist within one mile of the project area, nor are there potential impacts either directly or indirectly by the project.

3.1.3.2 *Environmental Consequences*

No determined effects are expected to result from direct or indirect impacts from this project.

3.1.3.3 *Mitigation*

No mitigation measures are necessary.

3.2 Floodplains

3.2.1 *Affected Environment*

The environmental assessment mapping attached to this report shows floodplain information from the Federal Emergency Management Agency (FEMA), Floodplain Insurance Rate Map (FIRM) combined with proposed water distribution and wastewater collection and conveyance facilities. The map is included in Position 3, Tab 2.

According to a letter from the USACOE dated April 22, 2003, there is no anticipated adverse impact to the floodplain. The USACOE recommended that proposed work be kept as far from the streams as possible and where stream crossing is necessary, conditions are maintained to meet pre-construction status. The study areas have been drawn on the FIRM documents to indicate where public water and sewer lines will cross flood hazard areas.

The project plan does not propose to install or build any structures (critical facilities) within the limits of the 100-year or 500-year floodplain. RD/RUS Bulletin 1794A-602 Version 1.0 defines "critical facilities" to include water treatment plants, wastewater treatment facilities, large pump stations, and centralized operations or communication

facilities. The project plan will not build water and sewer lines within the 100-year floodplain unless necessary to serve existing homes in the flood area or where the pipes pass through a flood hazard area to serve homes located outside a flood hazard area. Some stream crossings will occur within the area.

3.2.2 *Environmental Consequences*

Direct impacts to floodplains located within the area will be temporary and localized, and indirect impacts will be mitigated. After construction of the public water and sanitary sewer extensions, there will be pressure for some additional residential development in flood hazard areas. No permanent impacts will result from the project construction.

3.2.3 *Mitigation*

The Township will pass an ordinance prohibiting future connections for any new development or placement of fill within the 100-year floodplain as identified by the most recent FEMA Map. Placement of fill within the floodplain will also be prohibited.

3.3 Wetlands

3.3.1 *Affected Environment*

The mapping attached to this report shows wetlands noted on the United States Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) mapping, as well as hydric soils listed by the Natural Resources Conservation Service soils mapping. These features are illustrated with locations of the proposed water and sewer facilities (see Position 3, Tab 3). In general, identified wetlands are along the existing streams or where roadways penetrate swampy areas. Wetland areas exist within both Area 1 and Area 2 of the project.

3.3.2 *Direct Impact*

Direct impact of water and sewer line construction on wetland resources should be limited to wetlands adjacent to necessary stream crossings and immediately adjacent to roadways.

The Project Engineer will utilize qualified professionals to identify jurisdictional wetlands during the design phase. Jurisdictional wetlands include those that have the defined characteristics of wetlands (as per U.S. Army Corps of Engineers and U.S. Fish & Wildlife Service guidelines), but appear too small to be identified on the NWI mapping. The extensive use of pressure sewer construction techniques and directional boring allows greater design flexibility to reroute sewer construction to avoid jurisdictional wetlands. Where water or sewer lines must penetrate wetland areas permits will be obtained from the PADEP and the USACOE for the stream and wetland crossings. The conditions outlined in the permit will be adhered to. No permanent structures (treatment facility or pump station) will be constructed in a wetland.

The number of wetland crossings is minimized. Direct impacts will be temporary and localized since construction activities only involve placement of water and sewer utility lines (buried) and no other structures. The following paragraphs are taken directly from the E&S Control Plan, which is part of the contract documents for installation of the water and sewer lines.

1. If deemed necessary by the engineer, the contractor shall place a protective mat over the area where the excavation equipment will be setting in order to prevent sinking or other adverse affects to the wetland.

2. Trench plugs shall be installed as needed.

3. When removing soil from the trench, the contractor shall segregate the soils by stockpiling different soil types separately. All stockpiles shall be located away from the wetland area. When placing backfill into the trench, the contractor shall place each respective soil type back in its original position.

4. Permanent stabilization shall consist of applying Formula E (Annual Ryegrass).

5. In some cases, directional boring will be utilized for pipeline installation to avoid wetland impacts.

In these ways, wetlands of the project area will be either avoided or restored to their original condition. There are no foreseeable adverse permanent impacts to the environment as a result of this project.

3.3.3 *Indirect impact*

Indirect impact of water distribution and sanitary sewer construction on wetland resources should be limited to wetlands adjacent to necessary stream crossings and roadways. Wetlands in the service areas will be subjected to pressure for some additional development following completion of the project. The indirect impacts will be mitigated through municipal ordinance and State and Federal restrictions.

3.3.4 *Environmental Consequences*

Any wetland areas that are crossed will experience only localized and temporary impacts upon them. Most wetlands will not be impacted.

Completion of the sanitary sewer collection system may result in additional development pressure on wetlands close to the public sewer.

3.3.5 *Mitigation*

The Township will pass an ordinance to prohibit future development that could impact or is in close proximity to wetlands. Placement of fill in wetlands will also be prohibited. The contractor will be required by the contract documents to abide by the Erosion and Sedimentation Control Plan as approved by the Clarion County Conservation District.

3.4 Cultural Resources

3.4.1 *Affected Environment*

The project area has been reviewed by the Pennsylvania Historic and Museum Commission (PHMC), which also serves as the Federal State Historic Preservation Officer (SHPO).

3.4.2 *Environmental Consequences*

In the response letter from the PHMC dated March 18, 2003, the agency stated that the Farmington Township Sewer Extension Project (ER# 03-1197-031-A) should have no effect on prehistoric and historic archaeological resources. Should the scope of the project be amended to include additional ground disturbing activity, a Phase I Archaeological Survey may be necessary. Copies of correspondence with PHMC are located in Position 3, Tab 4.

3.4.3 *Mitigation*

No mitigation measures are needed.

3.5 Biological Resources

3.5.1 *Affected Environment*

Threatened and Endangered Species

The project was reviewed for potential impacts on threatened and endangered plant and animal species using the Pennsylvania Natural Diversity Inventory (PNDI).

The PNDI records indicate no aquatic animal species of special concern exist in close proximity to the project area. The Pennsylvania Fish and Boat Commission coordinates and evaluates potential impacts on aquatic animal species and has been consulted to ensure this project will not adversely impact aquatic species listed as threatened, endangered or of special concern.

Fish and Wildlife Resources

The streams, forest and fields within the project area support a wide variety of fish and wildlife resources. A significant portion of the area's economic activity results from the presence of fish and wildlife resources such as these.

Plant Resources

A large variety of plant species exist in the vicinity of the project. Construction of the water distribution and sanitary sewer systems will have temporary and localized effects upon existing vegetation.

3.5.2 *Environmental Consequences*

Responses from the DEP's PNDI Internet Database revealed one potential conflict with ecological resources of special concern in the project area, according to screening results received from that agency dated March 12, 2003. These responses recommended further review and comment by the PA Fish and Boat Commission (PFBC) and the Department of Conservation and Natural Resources (DCNR) as indicated on the search results documents in Position 3, Tab 5 of this report. Response letters received from The PA Fish and Boat Commission (dated May 2, 2003), The U.S. Fish & Wildlife Service (dated April 7, 2003) and The Pennsylvania Game Commission (dated May 21, 2003) concluded no long term impact by the project to biological resources. Response letters from the various agencies approving the project are included in Position 3, Tab 9

The project's impact on upland animal resources will be limited to temporary displacement during construction and losses of habitat that may occur from additional residential development following completion of the project.

3.5.3 *Mitigation*

The contractor will be required by the contract documents to abide by the Erosion and Sedimentation Control Plan as approved by the Clarion County Conservation District.

3.6 Water Quality

3.6.1 *Affected Environment*

The project areas lie in the vicinity of various types of water resources as illustrated by the maps in Position 3, Tab1. The resources include tributaries to Toby Creek and Foy Run, various ponds, and isolated springs. The project is not located within a sole-source aquifer recharge area.

3.6.2 *Environmental Consequences*

General Permits will be obtained for stream crossings. Stream crossings shall be constructed with encased pipelines or directionally bored to provide protection for the pipe and the water resource.

Erosion and Sedimentation Control Plan will be followed closely to prevent impacts from trench excavation to install pipelines that are not within a water resource but exist within its drainage area.

Water Quality Management Part II Permit is required prior to construction of the project. Wastewater will be collected, treated and discharged in accordance with an existing NPDES permit at Farmington Township wastewater treatment plant. All permit requirements and an E & S Control Plan will be integral parts of the construction contract and specifications.

Anticipated impacts to the project area will be positive direct impacts from proposed water and sewer systems including improved potable water supply and improved surface water quality from elimination of malfunctioning onlot, sewage disposal systems, respectively.

3.6.3 *Mitigation*

The contractor will be required by the contract documents to abide by the Erosion and Sedimentation Control Plan as approved by the Clarion County Conservation District.

3.7 Coastal Resource

3.7.1 *Affected Environment*

There are no coastal zones or coastal barrier resources in or near the proposed project area.

3.7.2 *Environmental Consequences*

No environmental consequences are anticipated.

3.7.3 *Mitigation*

No additional mitigation measures are proposed.

3.8 Socio-Economic /Environmental Justice Issues

3.8.1 *Affected Environment*

Within an area where water and sewage problems persist, it is typical that a general decay of the area intensifies over time. There is little incentive for individuals owning property within these areas to make improvements when an acute environmental problem persists. Aesthetically, problems associated with malfunctioning, on-lot systems create unsightly and malodorous environments. Properties within the project area typically require substantial investments where return on the investment is unlikely to occur. This present situation inhibits improvements to the area.

The location of the project will not have disproportionately adverse effects on minority or low-income communities as determined by completion of a Civil Rights Impact Analysis Certification (see Position 3, Tab 8, USDA-Form RECD 2006-38). Water and sewer utility service will be provided to all users located within the project areas with no discrimination or degrading impact.

3.8.2 *Environmental Consequences*

The proposed improvements will promote and protect private investment, aid in the sale of properties, and have an overall positive impact on the area. A slight increase in population may occur as a result of the project. However, it is not expected to have a significant impact on the public and should be easily absorbed into the existing schools, community facilities, and health care systems of the community.

The proposed project will serve all individuals within the project area and all will be treated equally. Individuals serviced by this project will not be discriminated against because of race, color, sex, national origin, religion, age, disability, or marital status

3.8.3 *Mitigation*

No mitigation measures are needed for socio-economic issues.

3.9 Air Quality

3.9.1 *Affected Environment*

The only air degradation resulting from this project will be localized and temporary emissions from construction equipment/vehicles and minor amounts of fugitive dust from excavating activities. The project area is not regulated through state air quality regulations.

3.9.2 *Environmental Consequences*

The construction period is expected to last less than one year and require minimal construction equipment. The anticipated construction time will be less than 6 months and that a minimal amount of construction implements will be operating at any one time. Construction equipment used will be relatively small in comparison with larger projects. The contractor will control dust and mud as required by local ordinances. No adverse impacts to air quality are anticipated.

3.9.3 *Mitigation Measures*

No mitigation measures are needed for air quality.

3.10 Transportation

3.10.1 *Affected Environment*

This project is expected to have no effect on transportation within or around the project area. Population growth created by this proposal is not expected to be significant. No new transportation patterns are planned.

Isolated shallow trenches will be excavated and immediately back-filled along roadsides during the construction phase. Vehicular traffic during this period may be temporarily delayed, but will be controlled in accordance with PennDOT regulations.

3.10.2 *Environmental Consequences*

A slight increase in short-term traffic patterns may occur as a result of construction. Traffic patterns should return to normal following completion of construction activities. The project should result in no effect on area transportation systems. There is a remote possibility for fuel spills occurring from operating equipment. Construction equipment refueling will be accomplished utilizing equipment with automatic shutoff controls to prevent an overflow. Absorbent material will be available on site in the event of a spill. Any material accumulated as a result of a spill will be disposed of according to DEP regulations. The project will not have permanent impacts on transportation.

3.10.3 *Mitigation Measures*

No mitigation measures are needed for transportation.

3.11 Noise

3.11.1 *Affected Environment*

The only noise resulting from this project will be during the actual construction. The noise generated by construction equipment will be controlled by the proper installation and fitting of mufflers on equipment.

Pumps to be installed on this project will be electrically operated. It is not anticipated that noise from pumps or any other installed equipment will be a nuisance.

Indirect impact of water distribution and sanitary sewer construction on noise levels will be limited to increases in noise levels caused by future land development created by utility installation.

3.11.2 *Environmental Consequences*

The project does include the construction of subsurface grinder pump units. Pumps will be electrically operated and installed within underground structures to eliminate noise impacts to the surrounding environment.

The operation of construction equipment will have a temporary impact during the short construction period. No effect is expected from the long-term system operation.

3.11.3 *Mitigation Measures*

No mitigation measures are necessary.

3.12 Wild and Scenic Rivers/American Heritage Rivers

3.12.1 *Affected Environment*

The project will have no effect upon any waters included in the National or State Wild & Scenic Rivers System, the Nationwide Rivers Inventory, or the American Heritage rivers.

A map and listing of Wild & Scenic River Systems is included in the Position 3, Tab 9.

3.12.2 *Environmental Consequences*

No environmental consequences are anticipated.

3.12.3 *Mitigation Measures*

No mitigation measures are necessary.

3.13 Miscellaneous Environmental Considerations

Solid Waste: Solid waste will be generated during the construction phase of the project. The waste will consist primarily of packaging and packing materials used to ship construction materials and components to the site. Additional waste may include waste oil, filters, parts and other components from equipment used during construction. Any solid waste generated during the construction process will be disposed of in accordance with PaDEP regulations. Impacts on local landfills, or Superfund/HSCA sites, are not anticipated.

Safety: Implementation of a safety program to protect employees and the public will be the responsibility of the construction contractor. OSHA provides safety regulations, and PennDOT's work zone safety regulations apply within the PennDOT highway rights-of-way.

Energy: Once implemented, the proposed project will have a modest impact on energy consumption. It is anticipated the existing electric power utility will provide service to operate the water distribution and wastewater collection systems. No new facilities should require construction as a result of implementing the project.

Intergovernmental Review: Local, Regional and State comments have been requested under the Intergovernmental Review requirements. All comments received were supportive by all jurisdictions. The local Planning Commission also supports the proposal as documented in a letter dated February 14, 2003 (see Position 3 , Tab 9).

4.0 SUMMARY OF MITIGATION

In order to reduce the adverse environmental impact due to the water and sewer system extensions and sewer replacement, the owner hereby agrees to the following requirements with respect to the construction:

1. The Township will pass an ordinance prohibiting future connections for any new development or placement of fill within the 100-year floodplain as identified by the most recent FEMA Map.
2. The contractor will be required by the contract documents to abide by the Erosion and Sedimentation Control Plan as approved by the Clarion County Conservation District.
3. The Township will pass an ordinance to prohibit future development that could impact or is in close proximity to wetlands. Placement of fill in wetlands will also be prohibited.

5.0 PUBLIC PARTICIPATION

As required by Pennsylvania's Act 537 sewage facilities planning process, all residents of Farmington Township are given an opportunity to review the Act 537 Plan associated with this project and provide written comments and/or verbal comments at a required public meeting prior to implementation of the Act 537 Plan.

Nine agencies and/or individuals have been afforded the opportunity to comment on this project:

Clarion County Conservation District
Clarion County Planning
PA Department of Agriculture, Bureau of Farmland Protection
PA Game Commission
PA Department of Conservation & Natural Resources
U. S. Department of Agriculture, Natural Resources Conservation Services
U. S. Department of Army, Corpse of Engineers
U. S. Fish & Wildlife Service
U. S. Department of the Interior, National Park Service

Copies of all notification letters sent together with one sample of the project description, estimated costs and a site map, follow the comment letters received (see Position 3, Tab 9).

PA AN No. 1174 (2033-A)
June 10, 2003
Exhibit A, Page 2 of 2
(for RHS, CF and RBS under 1940-G
and for RUS and EZEC under 1794)

ENVIRONMENTAL FILE CHECKLIST
(REVISION 06-10-2003)*

POSITION THREE – EXHIBITS (***Include applicable documents***)

_____ TAB 1A – USGS Map; Aerial Map; Site Survey; Photos of Sites for Proposed Structures;

_____ TAB 1 - NRCS Letter on Important Farmland Soils;
LESA Form AD-1006;
Soils Map; Formally Classified Land Documents;

_____ TAB 2 - Floodplain Map; Letters; FEMA Form 81-93;

_____ TAB 3 - Wetlands Letters; Maps; Delineation; USACE Jurisdictional Determination (if a structure is located in/near a wetland);

_____ TAB 4 - SHPO (PHMC) Letters; Studies, Agreements;
PA Historic Resource Survey Form; Photos of Old Structures;

_____ TAB 5 - USFWS Endangered Species Letter; PNDI Endangered Species Letter;

_____ TAB 6 - Water Quality Documents

_____ TAB 7 - Coastal Resources Letters

_____ TAB 8 - Environmental Justice Documentation;
Form RECD 2006-38 and Exhibits;

_____ TAB 9 - Intergovernmental Review Comments;

_____ TAB 10 - Other Resource Information or Studies:
Form 1940-20 Signed by Applicant with Attachments submitted by applicant.
Transaction Screen Questionnaire.

POSITION FOUR – MISC. CORRESPONDENCE

_____ TAB 1 - Misc. Correspondence Related to Environmental Compliance.

*File this sheet on top of Position Three.
*Tab 1 refers to the top document.

DRAWING FOUND HERE

USED FOR DOCUMENTS LARGER THAN 12" X 14"
USE **BLACK** FELT TIP PEN

FILL THIS TARGET OUT COMPLETELY, REPLACE DRAWING WITH IT

~~APERTURE CARD IN FILE~~

Maps at end of microfiche dk

REFER TO:

CO.	MUN.	PROG. CODE	PERMIT NUMBER	ER-EP-25 (8-81) DEPARTMENT OF ENVIRONMENTAL PROTECTION
1 2	3 4 5	6 7	8 9 10 11 12 13 14 15 16	
1 6	9 0 9	PL G	K 6 - 0 6 - 1 0 5	

CASE NAME

615778

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FOLIO	SHEET NO.	NO. OF SHEETS	REV NO.	SCALES	IDENTIFICATION CARD FOR MICROFILMING
41 42	43 44 45	46 47 48	49 50		
		0 0 1		05/03 - 02/08	

ATTACH COMPLETED ID CARD TO DRAWINGS, AND MOVE DRAWINGS TO BACK OF BOX.

PLEASE USE OTHER FORM ON DRAWINGS!

DEP Drawing found here Created on 11/3/1999 6:10 AM

USDA NRCS
Natural Resources Conservation Service
265 Holiday Inn Rd. Suite 2
CLARION, PA 16214
PHONE: (814) 226- 4070 ext. 113
FAX: (814) 226- 7893

June 20, 2003

To: Max Stanisch
Northwest Engineering, Inc.
R.D. #1, Box Q
Tidioute, PA 16351

Re: Uniform Environmental Review
Star Route 66 Water & Sewer Extension Project
Farmington Township, Clarion County, PA

At this time we have no comments.

Sincerely,

Bernard J. Spozio
Supervisory District Conservationist

RECEIVED
JUN 24 2003

Northwest Engineering, Inc.

Consultants and Civil Engineers

June 24, 2003

Mr. Bernard J. Spozio
Supervisory District Conservationist
Natural Resources Conservation Service
265 Holiday Inn Road, Suite 2
Clarion PA 16214

Subject: Form AD-1006
State Route 66 Water & Sewer Extension Project
Farmington Township, Clarion County, PA

Dear Mr. Spozio:

Farmington Township is in the process of performing an Environmental Review pursuant to the National Environmental Policy Act for USDA, Rural Utilities Service (RUS) in order to assess the environmental impacts of constructing extensions to their water distribution and wastewater collection systems. The total construction proposed for the project will consist of installing approximately 30,000 lineal feet of water distribution lines and 30,000 lineal feet of small diameter, low pressure sewer lines and appurtenances.

The project areas do not impact special protected lands. Local authorities have not received requests to include lands in the farmland protection program. Trench back-filling shall take place on land that is not in agricultural production where existing surface vegetation includes roadside grass mixtures, trees and shrubbery.

I have enclosed three copies of Form AD-1006 (with Parts I and III completed) and 7.5-minute, USGS maps illustrating the project areas. Please complete Parts II, IV and V of each form, retain one copy for your files and return two completed copies to this office within 45 days for inclusion in the Uniform Environmental Report. If you have any questions or require additional information, please do not hesitate to contact me at your convenience.

Very truly yours,

NORTHWEST ENGINEERING, INC.

Max Stanisch/ckw
Max Stanisch, E.I.T.
Project Manager

Enclosure

Cc Farmington Township

O:\WINWORD\FARM-CLR\UER\spozio 6-24-2003.doc

R.D. #1, P.O. Box Q, Tidioute PA 16351 • Ph. 814-484-3504 or 1-800-652-0568 • Fax 814-484-7595
E-Mail Address: nwemail@nwengineering.com

U.S. DEPARTMENT OF AGRICULTURE — Form AD-1006

FARMLAND CONVERSION IMPACT RATING

PART I *(To be completed by Federal Agency)*	1 Date of Land Evaluation Request June 24, 2003	2 Sheet 1 of 1
3 Name of Project Farmington Township Water & Sewer Extensions	4 Federal Agency Involved RUS-Rural Development	
5 Proposed Land Use Utility Line Corridor	6 County and State Clarion County, Pennsylvania	7 Type of Project Corridor ☐ X Other ☐
PART II *(To be completed by NRCS)*	1 Date Request Received by NRCS 7/1/03	2 Person Completing the NRCS parts of this form Bernie Yoder
3 Does the site or corridor contain prime, unique, statewide or local important farmland? Yes ☐ No ☑ (If no, the FPPA does not apply - Do not complete additional parts of this form)	4 Acres Irrigated	5 Average Farm Size
6 Major Crop(s)	7 Farmable Land in Government Jurisdiction Acres: %	8 Amount of Farmland As Defined in FPPA Acres: %
9 Name of Land Evaluation System Used	10 Name of Local Site Assessment System	11 Date Land Evaluation Returned by NRCS

PART III *(To be completed by Federal Agency)*	Alternative Site Rating Site A	Site B	Site C	Site D
A Total Acres To Be Converted Directly	0			
B Total Acres To Be Converted Indirectly, Or To Receive Services	0			
C Total Acres in Site	0			
PART IV *(To be completed by NRCS) Land Evaluation Information*				
A Total Acres Prime and Unique Farmland				
B Total Acres Statewide and Local Important Farmland				
C Percentage of Farmland in County or Local Govt. Unit to be Converted				
D Percentage of Farmland in Govt. Jurisdiction with Same or Higher Relative Value				
PART V *(To be completed by NRCS) Land Evaluation Criterion Relative Value of Farmland to be Serviced or Converted (Scale of 0 - 100 Points)*				
PART VI *(To be completed by Federal Agency) Corridor or Site Assessment Criteria (These criteria are explained in 7 CFR 658.5(b & c))* — Max. Points Corridor / Other				
1 Area in Nonurban Use — 15 / 15	15			
2 Perimeter in Nonurban Use — 10 / 10	10			
3 Percent of Site Being Farmed — 20 / 20	10			
4 Protection Provided by State and Local Government — 20 / 20	0			
5 Distance from Urban Built-up area — 0 / 15	10			
6 Distance to Urban Support Services — 0 / 15	0			
7 Size of Present Farm Unit Compared to Average — 10 / 10	5			
8 Creation of Non-Farmable Farmland — 25 / 10	0			
9 Availability of Farm Support Services — 5 / 5	5			
10 On-Farm Investments — 20 / 20	10			
11 Effects of Conversion on Farm Support Services — 25 / 10	0			
12 Compatibility with Existing Agricultural Use — 10 / 10	10			
TOTAL CORRIDOR OR SITE ASSESSMENT POINTS — 160	75			
PART VII *(To be completed by Federal Agency)*				
Relative Value of Farmland (from Part V above) — 100	0			
Total Corridor or Site Assessment (From Part VI above or a local site assessment) — 160	75			
TOTAL POINTS *(Total of above 2 lines)* — 260	75			

PART VIII *(To be completed by Federal Agency after final alternative is chosen)*

1 Corridor or Site Selected	2 Date of Selection	3 Was A Local Site Assessment Used?
SR-66 AND SR-66/CROWN	JULY 10, 2003	Yes ☐ No ■

4 Reason For Selection

THE CORRIDOR SELECTED IS THE MOST POPULATED AREA LOCATED ADJACENT TO THE RECENTLY CONSTRUCTED WATER AND SEWER SYSTEMS.

Signature of person completing the Federal Agency parts of this form	DATE
/s/ Bernard Yoder	JULY 10, 2003

Wisconsin substitute form AD-1006 6-9-97 Completion instructions http://www.wi.nrcs.usda.gov/soil/prime/prinotes.html

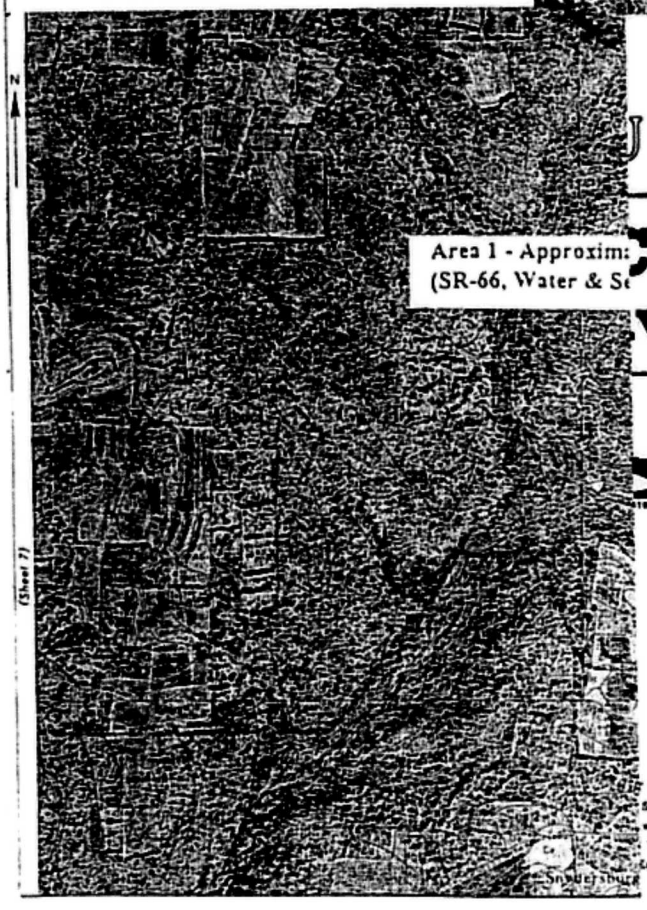
POOR QUALITY ORIGINAL

NOTES: 1. TOPOGRAPHY PROVIDED BY USGS, 7.5 MINUTE, TYLERSBURG, PA AND LUCINDA, PA QUADRANGLES.
2. SCALE: 1 INCH = 2000 FEET

FARMINGTON TOWNSHIP
CLARION COUNTY, PENNSYLVANIA
STATE ROUTE 66 & CROWN - WATER & SEWER EXTENSIONS

SITE LOCATION MAP

POOR QUALITY ORIGINAL



RVEY

Area 1 - Approxim: ounty
(SR-66, Water & S vania

(Sheet 7)

POOR QUALITY ORIGINAL

OF AGRICULTURE
Service
with
UNIVERSITY
Experiment Station

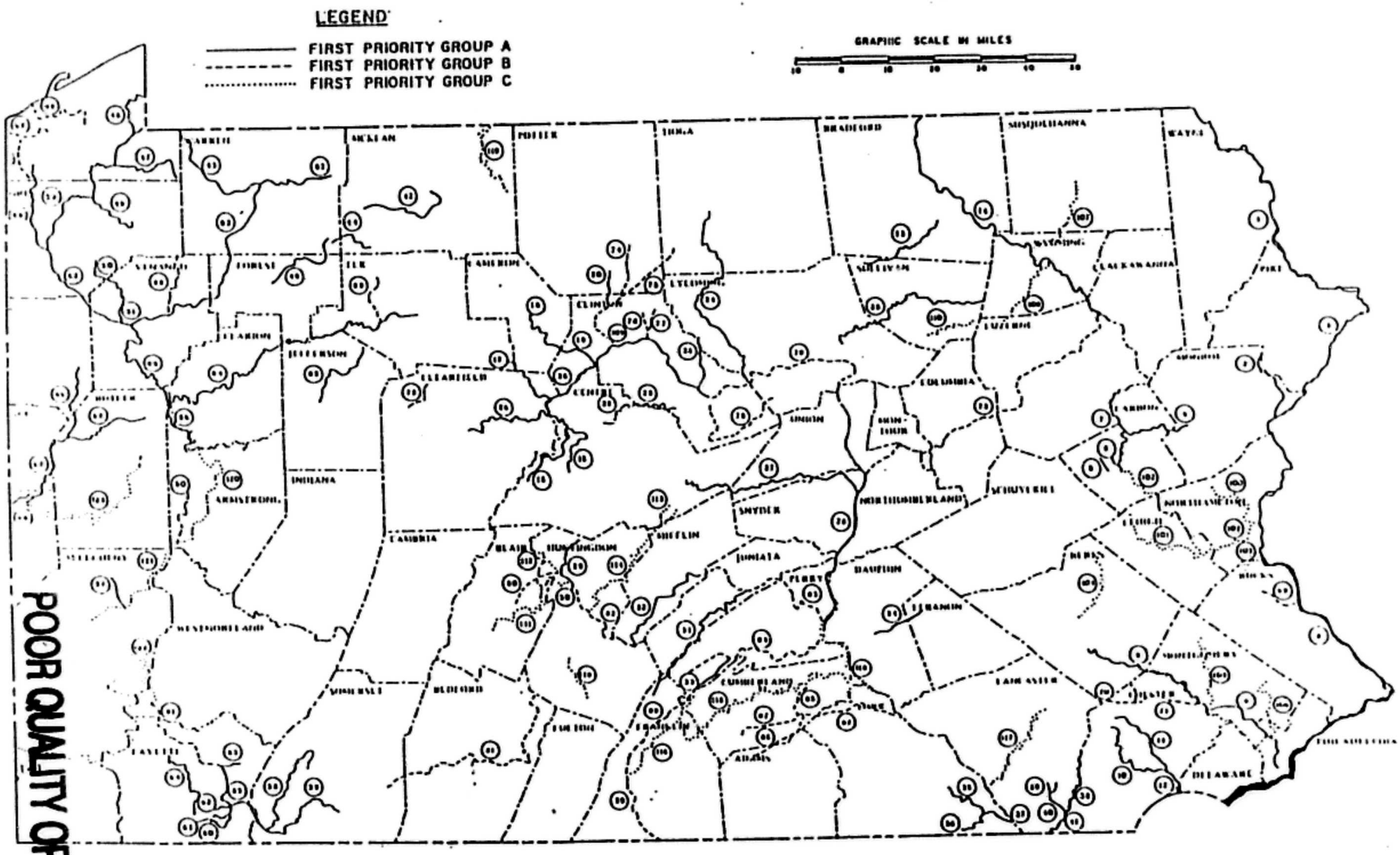


FIG. I. PENNSYLVANIA SCENIC RIVERS SYSTEM: FIRST PRIORITIES

POOR QUALITY ORIGINAL

PENNSYLVANIA SCENIC RIVERS SYSTEM: FIRST PRIORITIES

GROUP A

DELAWARE RIVER BASIN

LIST A
1. Delaware River

LIST C
2. Bush Kill
3. Delaware River

LIST D
4. Mud Run
5. Jeans Run
6. Glen Onoko Falls
7. Lehigh River

LIST E
8. Delaware River

LIST F
9. Schuylkill River

LIST G
10. West Branch Brandywine Creek
11. East Branch Brandywine Creek
12. Brandywine Creek

SUSQUEHANNA RIVER BASIN

LIST I
13. Schrader Creek
14. Susquehanna River

LIST L
15. Black Moshannon Creek
16. Moshannon Creek
17. Mosquito Creek
18. Driftwood Branch Sinnemahoning Creek
19. Sinnemahoning Creek
20. Hammersley Fork
21. Lick Run
22. North Fork Beech Creek
23. Beech Creek
24. Pine Creek
25. Loyalsock Creek
26. West Branch Susquehanna River

LIST M
27. Penn Creek
28. Susquehanna River

LIST N
29. Spruce Creek
30. Little Juniata River
31. Tuscarora Creek
32. Juniata River

LIST O
33. Laurel Run
34. Stony Creek
35. North Branch Muddy Creek
36. South Branch Muddy Creek
37. Muddy Creek
38. East Branch Octoraro Creek
39. Stewart Run
40. West Branch Octoraro Creek
41. Octoraro Creek

OHIO RIVER BASIN

LIST Q
42. Kinzua Creek
43. Brokenstraw Creek
44. East Branch Tionesta Creek
45. Tionesta Creek
46. West Branch French Creek
47. South Branch French Creek
48. Muddy Creek
49. Cussewago Creek
50. Lake Creek
51. Sugar Creek
52. French Creek
53. Allegheny River

LIST R
54. Clarion River

LIST S
55. North Fork
56. Allegheny River

LIST U
57. Squaw Run

LIST V
58. Laurel Hill Creek
59. Casselman River
60. Meadow Run
61. Cucumber Run
62. Jonathan Run
63. Indian Creek
64. Dunbar Creek
65. Youghiogheny River

LIST W
66. Wolf Creek
67. Slippery Rock Creek
68. Connoquenessing Creek

GROUP B

DELAWARE RIVER BASIN

LIST E
69. Tohickon Creek

LIST F
70 South Branch French Creek
71. French Creek

SUSQUEHANNA RIVER BASIN

LIST K
72. Susquehanna River

LIST L
73. South Branch Bennett Branch
74. Cross Fork
75. Kettle Creek
76. Left Branch Young Womans Creek
77. Young Womans Creek
78. Fishing Creek
79. West Branch Susquehanna River

LIST N
80. Sinking Run
81. Raystown Branch Juniata River
82. Juniata River
83. Juniata River

LIST O
84. Sherman Creek
85. Letort Spring Run
86. Mountain Creek
87. Yellow Breeches Creek

OHIO RIVER BASIN

LIST Q
88. Oil Creek

LIST R
89. Bear Creek

LIST U
90. Buffalo Creek

LIST V
91. Youghiogheny River

LIST W
92. Dutch Fork
93. Buffalo Creek
94. Enlow Fork
95. Dunkard Fork

LAKE ERIE BASIN

LIST X
96 Little Elk Creek
97. Elk Creek
98. Walnut Creek

POTOMAC RIVER BASIN

LIST Z
99. West Branch Conococheague Creek

GROUP C

DELAWARE RIVER BASIN

LIST C
100. Bushkill Creek

LIST D
101. Jordan Creek
102. Lehigh River

LIST E
103 Cooks Creek

LIST F
104. Maiden Creek
105. Perkiomen Creek
106 Wissahickon Creek

SUSQUEHANNA RIVER BASIN

LIST I
107. Meshoppen Creek
108. Mehoopany Creek

LIST L
109 Kettle Creek
110. Muncy Creek

LIST N
111. Frankstown Branch Juniata River
112 Little Juniata River
113. Detweiler Run
114. Standing Stone Creek
115 Great Trough Creek

LIST O
116 Conodoguinet Creek
117. Conestoga River
118. Susquehanna River

OHIO RIVER BASIN

LIST P
119 Allegheny River

LIST S
120. Allegheny River

LIST U
121. Allegheny River

LIST V
122. Youghiogheny River

LIST W
123. Connoquenessing Creek
124. North Fork Little Beaver Creek
125. Aunt Clara Fork Kings Creek

Appendix Q
Page 483 of 772

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USED FOR DOCUMENTS LARGER THAN 12" X 14"
USE **BLACK** FELT TIP PEN

FILL THIS TARGET OUT COMPLETELY, REPLACE DRAWING WITH IT

~~APERTURE CARD IN FILE~~

Maps at end of microfiche dk

REFER TO:

CO.	MUN.	PROG. CODE	PERMIT NUMBER	ER-EP-25 (8-81) DEPARTMENT OF ENVIRONMENTAL PROTECTION
1 2	3 4 5	6 7	8 9 10 11 12 13 14 15 16	
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CASE NAME

615778

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FOLIO	SHEET NO.	NO. OF SHEETS	REV NO.	SCALES	IDENTIFICATION CARD FOR MICROFILMING
41 42	43 44 45	46 47 48	49 50		
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ATTACH COMPLETED ID CARD TO DRAWINGS, AND MOVE DRAWINGS TO BACK OF BOX.

PLEASE USE OTHER FORM ON DRAWINGS!

DEP Drawing found here Created on 11/3/1999 6:10 AM

DEPARTMENT OF THE ARMY
PITTSBURGH DISTRICT, CORPS OF ENGINEERS
WILLIAM S. MOORHEAD FEDERAL BUILDING
1000 LIBERTY AVENUE
PITTSBURGH, PA 15222-4186

REPLY TO
ATTENTION OF

April 22, 2003

Natural & Cultural Resources Section

APR 25 2003

Mr. Max Stanisch
Project Manager
Northwest Engineering, Inc.
R.D. #1, P.O. Box Q
Tidioute, Pennsylvania 16351

Dear Mr. Stanisch:

This is in response to your letter dated March 26, 2003 requesting our review and comments to a proposed water and sewer extension project located within the Township of Farmington, Clarion County, Pennsylvania. As described in your request and shown on the map you furnished, the proposed project is located in two separate areas. Area 1 is a utility line corridor beginning at the southwestern limit of Farmington Township and extending east near the intersection of SR-66 and SR-4033. Area 2 is also a utility line corridor, adjacent to SR-66, beginning approximately one mile east of the Village of Leeper, Pennsylvania and extending east to the Village of Crown, Pennsylvania.

According to the enclosed Flood Insurance Rate Maps (FIRM's), Panels 15 and 20, published by the Federal Emergency Management Agency (FEMA) for the Township of Farmington in 1985, the proposed project areas are included in Zone C, areas determined to be outside the 500-year flood plain. However, there are small streams that flow parallel to and may intersect the proposed work areas. As work may occur in or near the flood plain, we recommend that all proposed work be kept as far from the streams as possible and where stream crossing is necessary, existing conditions be maintained.

Should you have any questions pertaining to the flood plain determinations provided, please contact Ms. Christine Cygnarowicz at (412) 395-7215.

Also, from the information you submitted, it appears that there are several stream crossings that may require authorization from our Regulatory Branch and the Pennsylvania Department of Environmental Protection (PADEP). Should you have any

questions pertaining to detailed permitting requirements, please contact Mr. Albert Rogalla of our Regulatory Branch at (412) 395-7155 and PADEP as follows:

PA Department of Environmental Protection
Northwest Regional Office
230 Chestnut Street
Meadville, PA 16335
(814) 332-6942

Sincerely,

Craig D. Cicconi

Craig D. Cicconi
Chief, Natural & Cultural Resources Section
Planning Branch

Enclosures

FEDERAL EMERGENCY MANAGEMENT AGENCY

STANDARD FLOOD HAZARD DETERMINATION

See The Attached Instructions

O.M.B. No. 3067-0264
Expires October 31, 2001

SECTION I - LOAN INFORMATION

1. LENDER NAME AND ADDRESS	2. COLLATERAL (*Building/Mobile Home/Personal Property*) PROPERTY ADDRESS *(Legal Description may be attached)*

3. LENDER ID. NO.	4. LOAN IDENTIFIER	5. AMOUNT OF FLOOD INSURANCE REQUIRED
		$

SECTION II

A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION

1. NFIP Community Name	2. County(ies)	3. State	4. NFIP Community Number

B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING/MOBILE HOME

1. NFIP Map Number or Community-Panel Number (Community name, if not the same as "A")	2. NFIP Map Panel Effective/ Revised Date	3. LOMA/LOMR	4. Flood Zone	5. No NFIP Map
		☐ yes Date		

C. FEDERAL FLOOD INSURANCE AVAILABILITY *(Check all that apply)*

1. ☐ Federal Flood insurance is available *(community participates in NFIP).* ☐ Regular Program ☐ Emergency Program of NFIP
2. ☐ Federal Flood insurance is not available because community is not participating in the NFIP.
3. ☐ Building/Mobile Home is in a Coastal Barrier Resources Area (CBRA) or Otherwise Protected Area (OPA), Federal Flood insurance may not be available.

CBRA/OPA designation date: _____

D. DETERMINATION

IS BUILDING/MOBILE HOME IN SPECIAL FLOOD HAZARD AREA (ZONES CONTAINING THE LETTERS "A" OR "V")? ☐ YES ☐ NO

If yes, flood insurance is required by the Flood Disaster Protection Act of 1973.
If no, flood insurance is not required by the Flood Disaster Protection Act of 1973.

E. COMMENTS *(Optional)*:

This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and any other information needed to locate the building/mobile home on the NFIP map.

F. PREPARER'S INFORMATION

NAME, ADDRESS, TELEPHONE NUMBER *(If other than Lender)*	DATE OF DETERMINATION
	/ /

This form may be locally reproduced.

DRAWING FOUND HERE

USED FOR DOCUMENTS LARGER THAN 12" X 14"
USE **BLACK** FELT TIP PEN

FILL THIS TARGET OUT COMPLETELY, REPLACE DRAWING WITH IT

~~APERTURE CARD IN FILE~~

Maps at end of microfiche dk

REFER TO:

CO.	MUN.	PROG. CODE	PERMIT NUMBER	ER-EP-25 (8-81) DEPARTMENT OF ENVIRONMENTAL PROTECTION
16	909	PLG	K6-06-105	

CASE NAME # 615778

17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
F	A	R	M	I	N	G	T	O	N		T	W	P		S	T	P		C	L	A	R	I

FOLIO	SHEET NO.	NO. OF SHEETS	REV NO.	SCALES	IDENTIFICATION CARD FOR MICROFILMING
		001		05/03 - 02/08	

ATTACH COMPLETED ID CARD TO DRAWINGS, AND MOVE DRAWINGS TO BACK OF BOX.

PLEASE USE OTHER FORM ON DRAWINGS!

DEP Drawing found here Created on 11/3/1999 6:10 AM

JURISDICTIONAL DETERMINATION

NOT APPLICABLE

NO STRUCTURE TO BE BUILT AS PART OF THIS PROJECT

Historical/Archeological Site Determination

Commonwealth of Pennsylvania
Pennsylvania Historical and Museum Commission
Bureau for Historic Preservation
Commonwealth Keystone Building, 2nd Floor
400 North Street
Harrisburg, PA 17120-0093
www.phmc.state.pa.us

June 18, 2003

Irvin Myers
USDA/RUS
14699 North Main Street
Meadville, PA 16335

Re: **ER# 2003-1197-031-B**
RUS: State Route 66 Water and Sewer Extension Project, Farmington, PA

Dear Mr. Myers:

The Bureau for Historic Preservation (the State Historic Preservation Office) has reviewed the above named project in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended in 1980 and 1992, and the regulations (36 CFR Part 800) of the Advisory Council on Historic Preservation. These requirements include consideration of the project's potential effect upon both historic and archaeological resources.

Based on the conversation between yourself and Chan Funk from our office today regarding a clarification of the Bureau's use of "cartway" in our original response to your submittal; we defer to the project description by Northwest Engineering, Inc. as being acceptable to avoid any adverse effects to potential historic properties in this project area:

> "The main lines shall be placed along PENNDOT or township rights-of-way located adjacent to the applicable roadways. Due to the proposed location of the utility main lines in areas that have previously been disturbed..."

If the project area changes to include areas outside previously disturbed rights-of-way, you may be required to identify potential historic properties. If you need further information in this matter please consult Ann Safely at (717) 787-9121.

Sincerely,

Kurt W. Carr, Chief
Division of Archaeology & Protection

KWC/PSF

Commonwealth of Pennsylvania
Pennsylvania Historical and Museum Commission
Bureau for Historic Preservation
Commonwealth Keystone Building, 2nd Floor
400 North Street
Harrisburg, PA 17120-0093
www.phmc.state.pa.us

MAR 2 1 2003

March 18, 2003

Max Stanisch
Northwest Engineering, Inc.
R.D. #1, P.O. Box Q
Tidioute, PA 16351

Re: File No. ER 03-1197-031-A
USDA Water Supply Permit:
State Route 66 Water & Sewer
Extension Project, Farmington
Twp., Clarion Co.

Dear Mr. Stanisch:

The Bureau for Historic Preservation (the State Historic Preservation Office) has reviewed the above named project in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended in 1980 and 1992, and the regulations (36 CFR Part 800) of the Advisory Council on Historic Preservation. These requirements include consideration of the project's potential effect upon both historic and archaeological resources.

There is a high probability that prehistoric and historic archaeological resources are located in this project area. In our opinion, the activity described in your proposal should have no effect on such resources. Should the scope of the project be amended to include additional ground disturbing activity this office should be contacted immediately and a Phase I Archaeological Survey may be necessary to locate all potentially significant archaeological resources.

This sewer line or water line project will have no effect on historic structures provided the activities associated with the project are kept within the cartway, no trees are removed, and no blasting is required. If any of these activities is necessary, you will need to provide a detailed project description and identify historic properties in and adjacent to the project area.

If you need further information regarding archaeological survey please contact Chan Funk at (717) 772-0924. If you need further information concerning historic structures please consult Susan Zacher at (717) 783-9920.

Sincerely,

Kurt W. Carr, Chief
Division of Archaeology & Protection

Cc: DEP, Northwest Regional Office

KWC/tmw

Northwest Engineering, Inc.
Consultants and Civil Engineers

CERTIFIED MAIL 7002 0460 0002 5709 2709

11-Mar-03

PA Historical & Museum Commission
Bureau of Historic Preservation
Commonwealth Keystone Building
2nd Floor, 400 North Street
Harrisburg, PA 17120-0093

Subject: **Uniform Environmental Review**
State Route 66 Water & Sewer Extension Project
Farmington Township, Clarion County, PA

To Whom It May Concern:

The Farmington Township Supervisors have submitted a Water Supply Permit Application to the Pennsylvania Department of Environmental Protection in order to extend a water distribution system. The Supervisors also plan to extend a recently constructed wastewater collection system in a later phase of this project. The total construction proposed for the project will consist of installing approximately 30,000 lineal feet of water distribution lines and 30,000 lineal feet of small diameter, low pressure sewer lines and appurtenances.

The total disturbed area for the project shall be approximately fifteen acres. The actual number of buildings over forty years old located within the project area is unknown. However, there are no plans to modify or disturb any buildings as a result of the project. Therefore, this notice does not include photographs of buildings over forty years old.

I have enclosed a completed Cultural Resource Notice, a project narrative and a 7.5-minute USGS map illustrating the project area. If you have any questions or require additional information, please do not hesitate to contact me at your convenience.

Very truly yours,

NORTHWEST ENGINEERING, INC.

Max Stanisch
Project Manager

MS/ceb
Enclosure
cc Farmington Township

\\NWESRV\OFFICES\WINWORD\FARM-CLR\water-98108\letters\2003\PHMC3-11-03.doc

R.D. #1, P.O. Box Q, Tidioute PA 16351 • Ph. 814-484-3504 or 1-800-652-0568 • Fax 814-484-7595
E-Mail Address: nwemail@nwengineering.com

0120-PM-PY0003 Rev. 6/2002

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

DEP USE ONLY
Date Received

CULTURAL RESOURCE NOTICE

Read the instructions before completing this form.

SECTION A. APPLICANT IDENTIFIER

Applicant Name	Farmington Township
Street Address	P. O. Box 148
City	Leeper State PA Zip 16233
Telephone Number	814-744-8523
Project Title	State Route 66 Water & Sewer Extensions Project

SECTION B. LOCATION OF PROJECT

Municipality Farmington Township County Name Clarion DEP County Code 16

SECTION C. PERMITS OR APPROVALS

Name of Specific DEP Permit or Approval Requested: Water Supply Permit (pending)

Anticipated federal permits:

- ☐ Surface Mining
- ☐ Army Corps of Engineers
- ☐ 401 Water Quality Certification
- ☐ 404 Water Quality Permit
- ☐ Federal Energy Regulatory Commission
- ☐ Other:

SECTION D. GOVERNMENT FUNDING SOURCES

- ☐ State: (Name)
- ☐ Local: (Name)
- ☒ Federal: (Name) RUS
- ☐ Other: (Name)

SECTION E. RESPONSIBLE DEP REGIONAL, CENTRAL, DISTRICT MINING or OIL & GAS MGMT OFFICE

DEP Regional Office Responsible for Review of Permit Application

- ☐ Central Office (Harrisburg)
- ☐ Southeast Regional Office (Conshohocken)
- ☐ Northeast Regional Office (Wilkes-Barre)
- ☐ Southcentral Regional Office (Harrisburg)
- ☐ Northcentral Regional Office (Williamsport)
- ☐ Southwest Regional Office (Pittsburgh)
- ☒ Northwest Regional Office (Meadville)
- ☐ District Mining Office:
- ☐ Oil & Gas Office:

SECTION F. RESPONSIBLE COUNTY CONSERVATION DISTRICT, if applicable.

County Conservation District: Clarion

Telephone Number, if known

SECTION G. CONSULTANT

Consultant, if applicable	Max Stanisch - Northwest Engineering Inc.
Street Address	RD #1, P. O. Box Q
City	Tidioute State PA Zip 16351
Telephone Number	814-484-3504

SECTION H. PROJECT BOUNDARIES AND DESCRIPTION

REQUIRED

Indicate the total acres in the property under review. Of this acreage, indicate the total acres of earth disturbance for the proposed activity.

Attach a 7.5' U.S.G.S. Map indicating the defined boundary of the proposed activity.

Attach photographs of any building over 50 years old. Indicate what is to be done to all buildings in the project area.

Attach a narrative description of the proposed activity.

Attach the return receipt of delivery of this notice to the Pennsylvania Historical and Museum Commission.

REQUESTED

Attach photographs of any building over 40 years old.

Attach site map, if available.

SECTION I. SIGNATURE BLOCK

	11 MARCH 2003
Applicant's Signature	Date of Submission of Notice to PHMC

FARMINGTON TOWNSHIP
CLARION COUNTY, PENNSYLVANIA

STATE ROUTE 66 WATER & SEWER EXTENSION PROJECT

PROJECT NARRATIVE

INTRODUCTION

The Farmington Township Supervisors have submitted a Water Supply Permit Application to the Pennsylvania Department of Environmental Protection in order to extend a water distribution system. The Supervisors also plan to extend a recently constructed wastewater collection system during a later phase of the project.

PROJECT DESCRIPTION

Pennsylvania-American Water Company shall supply water to the proposed water distribution system. The point of connection to the PAWC line will be adjacent to State Route 66 at the southwestern boundary of Farmington Township.

The proposed extension to the sanitary sewer collection system shall convey wastewater to the recently constructed Farmington Township Wastewater Treatment Plant located in the Village of Tylersburg, PA. The point of connection for the proposed extension is located adjacent to State Route 66 approximately one mile northeast of the Village of Leeper, PA.

The proposed utility line extensions involve installation of approximately 30,000 lineal feet of water distribution line, 30,000 lineal feet of small diameter, low pressure sewer line and required appurtenances. Construction procedures shall include trench excavation to design depth, placement of underbedding aggregate, pipe placement, backfilling and surface restoration. Additional work shall be completed to install service laterals. The main lines shall be placed along PENNDOT or Township rights-of-way located adjacent to the applicable roadways. Due to the proposed location of the utility main lines in areas that have previously been disturbed, and as a result of narrow trench requirements, the intent is to minimize potential impacts to archeological resources as much as possible.

PROJECT AREA DISTURBANCE

The total disturbed area for the project shall be approximately fifteen acres.

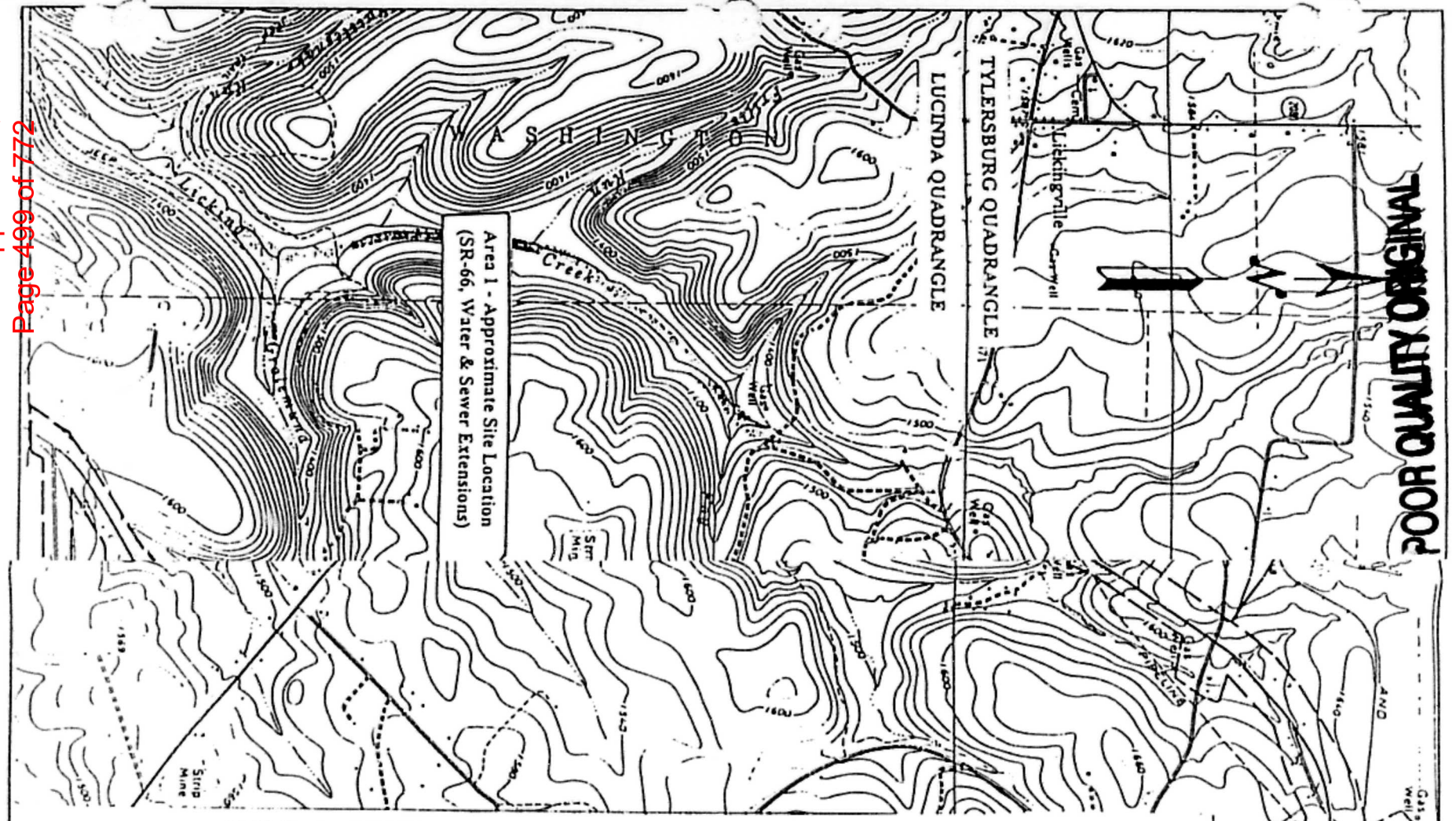
BUILDING DISTURBANCE

There are no plans to modify or disturb any buildings over forty years old as a result of the project.

FARMINGTON TOWNSHIP
CLARION COUNTY, PENNSYLVANIA

STATE ROUTE 66 WATER & SEWER EXTENSION PROJECT

SITE LOCATION MAP



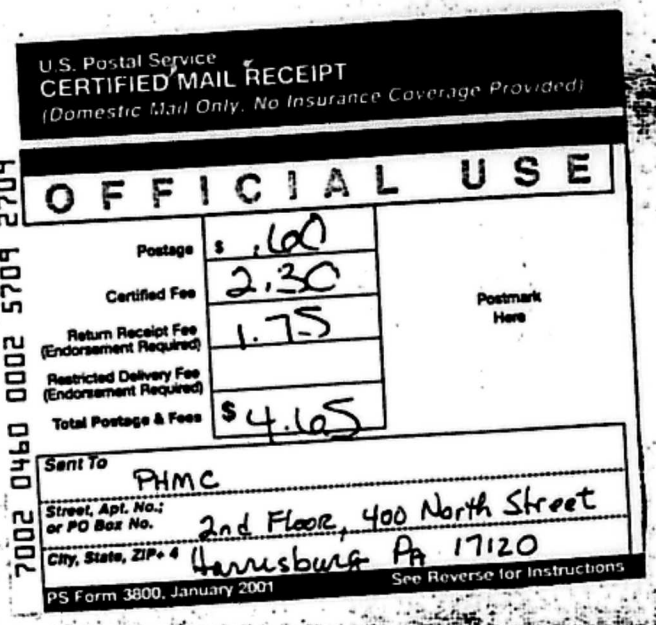
NOTES: 1. TOPOGRAPHY PROVIDED BY USGS, 7.5 MINUTE, TYLERSBURG, PA AND LUCINDA, PA QUADRANGLES.
2. SCALE: 1 INCH = 2000 FEET

FARMINGTON TOWNSHIP

CLARION COUNTY, PENNSYLVANIA

STATE ROUTE 66 & CROWN - WATER & SEWER EXTENSIONS

SITE LOCATION MAP



U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only. No Insurance Coverage Provided)

OFFICIAL USE

Postage	$ .60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 4.65

Postmark Here

Sent To PHMC
Street, Apt. No.; or PO Box No. 2nd Floor, 400 North Street
City, State, ZIP+4 Harrisburg PA 17120

PS Form 3800, January 2001 See Reverse for Instructions

7002 0460 0002 5709 2709

POOR QUALITY ORIGINAL

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PA Historical & Museum Comm.
Bureau of Historic Preservation
Commonwealth Keystone Bldg.
2nd Floor, 400 North Street
Harrisburg PA 17120-0093

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service label) 7002 0460 0002 5709 2709

PS Form 3811, July 1999 Domestic Return Receipt 102595-99-M-1789

Farmington Sewer UER

...rs
...all or Priority Mail.
...l mail.
...ertified Mail. For
...to provide proof of
...and attach a Return
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...the addressee or
...mailpiece with the
...se present the arti-
...the Certified Mail
...and mail.
...ing an Inquiry.
102595-M-02-0451

POOR QUALITY ORIGINAL

CERTIFIED MAIL

Northwest

R.D. 1, P.O. Box Q, 1

7002 0460 0002 5709 2709

7002 0460 0002 5709 2709

OFFICIAL USE

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Postage $ 1.60
Certified Fee 2.30
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required) 1.75
Total Postage & Fees $ 4.65

Postmark Here

Sent To PHMC
Street, Apt. No.; or PO Box No. 2nd Floor, 400 North Street
City, State, ZIP+4 Harrisburg PA 17120

PS Form 3800, January 2001 See Reverse for Instructions

TIDIOUTE MAR. 11 PA

ommission
ation
Building
3

POOR QUALITY ORIGINAL

DRAWING FOUND HERE

USED FOR DOCUMENTS LARGER THAN 12" X 14"
USE **BLACK** FELT TIP PEN

FILL THIS TARGET OUT COMPLETELY, REPLACE DRAWING WITH IT

~~APERTURE~~
~~CARD~~ IN FILE

Maps at end of microfiche dk

REFER TO:

CO.	MUN.	PROG. CODE	PERMIT NUMBER	ER-EP-25 (8-81) DEPARTMENT OF ENVIRONMENTAL PROTECTION
1 2	3 4 5	6 7	8 9 10 11 12 13 14 15 16	
1 6	9 0 9	PL 6	K 6 - 0 6 - 1 0 5	

CASE NAME # 615778

17 18	19 20 21	22 23	24 25 26	27	28 29 30	31	32 33 34	35	36 37 38 39 40
F A	R M I	N G	T O N		T W P		S T P		C L A R I

FOLIO	SHEET NO.	NO. OF SHEETS	REV NO.	SCALES	IDENTIFICATION CARD FOR MICROFILMING
41 42	43 44 45	46 47 48	49 50		
		0 0 1		05/03 - 02/08	

ATTACH COMPLETED ID CARD TO DRAWINGS, AND MOVE DRAWINGS TO BACK OF BOX.

PLEASE USE OTHER FORM ON DRAWINGS!

DEP Drawing found here Created on 11/3/1999 6:10 AM

PNDI Information

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA GAME COMMISSION
2001 ELMERTON AVENUE, HARRISBURG, PA 17110-9797

File
HCB
MS
RF

May 21, 2003

Mr. Max Stanisch
Northwest Engineering, Inc.
RD#1, PO Box Q
Tidioute, PA 16351

In re: State Route 66 Water & Sewer Extension Project
Farmington Township, Clarion County, PA

Dear Mr. Stanisch:

This is in response to your letter of March 26, 2003, requesting information concerning endangered and threatened species of birds and mammals and impacts to State Game Lands as related to the proposed project.

Our office review has determined that no state listed endangered or threatened species of birds or mammals are known to occur within the proposed project area. Except for occasional transient individuals, this project should not impact any endangered or threatened species of birds or mammals recognized by the Pennsylvania Game Commission. Also, no State Game Lands are located close enough that any impacts to them are anticipated by the proposed project. However, should project plans change or if additional information on endangered or threatened species or State Game Lands becomes available, this determination may be reconsidered.

The proposed project may impact wetlands which this agency considers as critical and unique habitat. You should be aware that any impacts to wetlands or other bodies of water will require permits from the Department of Environmental Protection under Chapter 105 and the U.S. Army Corps of Engineers under Section 404 of the Clean Water Act.

MAY 2 6 2003

If you have any questions, please contact me at (717) 783-5957.

Very truly yours,

James R. Leigey
Wildlife Impact Review Coordinator
Section Oil/Gas and Mineral Development
Bureau of Land Management

JRL/pfb

Cc: File

MAY 5 2003

Commonwealth of Pennsylvania
Pennsylvania Fish and Boat Commission
Division of Environmental Services
450 Robinson Lane
Bellefonte, PA 16823
814-359-5147

May 2, 2003

IN REPLY REFER TO
SIR #11792

Northwest Engineering, Inc.
Max Stanisch, E.I.T.
P.O. Box Q, R.D. #1
Tidioute, PA 16351

RE: Species Impact Review (SIR) – Rare, Candidate, Threatened and Endangered Species
PNDI Potential Conflict Number: N116151
State Route 66Water & Sewer Extension Project
Farmington Township, Clarion County, Pennsylvania

Dear Mr. Stanisch:

I have examined the map accompanying your recent correspondence which shows the location for the proposed above referenced project.

Presently, none of the fishes, amphibians or reptiles we list as endangered or threatened are known to occur at or in the immediate vicinity of this study area.

Please note that the Pennsylvania Fish & Boat Commission conducts Species Impact Reviews **only for reptiles, amphibians, fishes, and aquatic invertebrates.** Reviews concerning other natural resources must be submitted to other appropriate agencies. In any future correspondence with us regarding this specific project, please refer to the SIR number above.

Thank you in advance for your cooperation.

Sincerely,

John A. Arway, Chief
Division of Environmental Services

KLD:dmc

United States Department of the Interior

FISH AND WILDLIFE SERVICE

Pennsylvania Field Office
315 South Allen Street, Suite 322
State College, Pennsylvania 16801-4850

April 7, 2003

APR 11 2003

Max Stanisch
Project Manager
Northwest Engineering, Inc.
R.D. #1, P.O. Box Q
Tidioute, PA 16351

Dear Mr. Stanisch:

This responds to your letter of March 26, 2003, requesting information about natural resource areas of special concern, and federally listed and proposed species in the vicinity of the proposed water and sewer extension project (S.R. 66) located in Farmington Township, Clarion County, Pennsylvania. The following comments are provided pursuant to the Fish and Wildlife Coordination Act (48 Stat. 401, 16 U.S.C. 661 *et seq.*) and the Endangered Species Act of 1973 (87 Stat. 884, as amended; 16 U.S.C. 1531 *et seq.*).

Except for occasional transient species, no federally listed or proposed threatened or endangered species under our jurisdiction are known to occur within the project impact area. Therefore, no biological assessment nor further consultation under the Endangered Species Act are required with the Fish and Wildlife Service. This determination is valid for two years from the date of this letter. If the proposed project has not been fully implemented prior to this, an additional review by this office will be necessary. Should project plans change, or if additional information on listed or proposed species becomes available, this determination may be reconsidered. A compilation of certain federal status species in Pennsylvania is enclosed for your information.

Based on our office review of project information provided and map reconnaissance (i.e., County Soils maps and/or National Wetland Inventory maps), wetlands may occur within the boundaries of the proposed project. Work in wetlands requires permits from the Pennsylvania Department of Environmental Protection and/or the Army Corps of Engineers. We suggest you contact the DEP and the Corps at the addresses listed below for information on permit requirements.

Pennsylvania Department of
Environmental Protection
Division of Rivers and
Wetlands Conservation
P.O. Box 8554
Harrisburg, PA 17105-8554

District Engineer, Pittsburgh District
U.S. Army Corps of Engineers
Federal Building
1000 Liberty Avenue
Pittsburgh, PA 15222

By copy of this letter, we are informing these agencies of the proposed project.

This response relates only to endangered and threatened species under our jurisdiction and a preliminary review for wetlands, based on an office review of the proposed project's location. No field inspection of the project area has been conducted by this office. Therefore, we suggest contacting a qualified consultant to evaluate your site for potential wetland impacts.

For information regarding State resources of special concern, including State-listed endangered and threatened species, please contact the Pennsylvania Game Commission (birds and mammals; State Game Lands), the Pennsylvania Fish and Boat Commission (fish, reptiles, amphibians and aquatic invertebrates; trout streams), the Pennsylvania Department of Conservation and Natural Resources (PNDI; plants and plant sanctuaries; State Forests; State Parks: Natural Areas; State Wild and Scenic Rivers) and the Department of Environmental Protection (Special Protection Watersheds; Wetlands).

If we can be of further assistance, please contact Michael Schmaus of my staff at 814-234-4090.

Sincerely,

David Densmore
Supervisor

Enclosure

FEDERALLY LISTED, PROPOSED AND CANDIDATE SPECIES
(in Pennsylvania)

Common Name	Scientific Name	Status[1]	Distribution (by County and/or Watershed)
FISHES			
Shortnose sturgeon[2]	*Acipenser brevirostrum*	E	Delaware River & other Atlantic coastal waters
REPTILES			
Bog turtle	*Clemmys muhlenbergii*	T	Current - Adams, Berks, Bucks, Chester, Cumberland, Delaware, Franklin, Lancaster, Lebanon, Lehigh, Monroe, Montgomery, Northampton, Schuylkill, York. Historic - Crawford, Mercer, Philadelphia Co.
Eastern massasauga rattlesnake	*Sistrurus catenatus catenatus*	C	Current - Butler, Crawford, Mercer and Venango Co. Historic - Allegheny and Lawrence Co.
BIRDS			
Bald eagle	*Haliaeetus leucocephalus*	T	Suitable habitats across the state. Recent nesting in Butler, Cameron, Centre, Chester, Crawford, Dauphin, Erie, Forest, Huntingdon, Lancaster, Lebanon, Mercer, Northumberland, Pike, Tioga, Venango, Warren, Wayne and York Co. Wintering concentrations occur near ice-free sections of rivers, lakes and reservoirs, including the Delaware River.
Piping plover	*Charadrius melodus*	E	Migratory. No nesting in Pennsylvania since 1950s. Designated critical habitat on Presque Isle, Erie Co.
MAMMALS			
Indiana bat	*Myotis sodalis*	E	Winter hibernacula: Armstrong, Blair, Lawrence, Luzerne, Mifflin and Somerset Co.
MOLLUSKS			
Dwarf wedgemussel	*Alasmidonta heterodon*	E	Current - Delaware River (Wayne Co.). Historic - Delaware River watershed (Bucks, Carbon, Chester and Philadelphia Co.); Susquehanna River watershed (Lancaster Co.)
Clubshell mussel	*Pleurobema clava*	E	French Creek and Allegheny River watersheds (Clarion, Crawford, Erie, Forest, Mercer, Venango and Warren Co.); Shenango River (Ohio River watershed; Mercer and Crawford Co.)
Northern riffleshell	*Epioblasma torulosa rangiana*	E	French Creek and Allegheny River watersheds (Clarion, Crawford, Erie, Forest, Mercer, Venango and Warren Co.)
PLANTS			
Northeastern bulrush	*Scirpus ancistrochaetus*	E	Current - Adams, Bedford, Blair, Carbon, Centre, Clinton, Cumberland, Dauphin, Franklin, Huntingdon, Lackawanna, Lehigh, Lycoming, Mifflin, Monroe, Perry, Snyder and Union Co. Historic - Northampton Co.
Small-whorled pogonia	*Isotria medeoloides*	T	Current - Centre, Chester and Venango Co. Historic - Berks, Greene, Monroe, Montgomery and Philadelphia Co.

[1] *E = Endangered, T = Threatened, PE = Proposed Endangered, PT = Proposed Threatened, C = Candidate* *Revised 2/27/03*
[2] *Shortnose sturgeon is under the jurisdiction of the National Marine Fisheries Service*

U.S. FISH AND WILDLIFE SERVICE
315 SOUTH ALLEN ST., SUITE 322, STATE COLLEGE, PA 16801

FEDERALLY LISTED AND PROPOSED SPECIES THAT NO LONGER OCCUR IN PENNSYLVANIA

COMMON NAME	SCIENTIFIC NAME	STATUS**	FORMER DISTRIBUTION
MAMMALS			
Canada lynx	*Lynx canadensis*	PT	north-central PA (Tioga Co.)
Delmarva Peninsula fox squirrel	*Sciurus niger cinereus*	E	mature forests of southeastern PA (Delaware and Chester Co.)
Eastern cougar	*Felis concolor couguar*	E	state-wide
Grey wolf	*Canis lupus*	E	state-wide
MOLLUSKS			
Fanshell*	*Cyprogenia stegaria*	E	Ohio River drainage
Orange pimpleback*	*Plethobasus striatus*	E	Ohio River drainage
Pink mucket pearly mussel*	*Lampsilis abrupta*	E	Ohio River drainage
Ring pink mussel*	*Obovaria retusa*	E	Ohio River drainage
Rough pigtoe*	*Pleurobema plenum*	E	Ohio River drainage
INSECTS			
American burying beetle	*Nicrophorus americanus*	E	state-wide
Karner blue butterfly	*Lycaeides melissa samuelis*	E	pine barrens, oak savannas (wild lupine habitat) (Wayne Co.)
Northeastern beach tiger beetle	*Cicindela dorsalis dorsalis*	T	along large rivers in southeastern PA
PLANTS			
Eastern prairie fringed orchid	*Platanthera leucophaea*	T	wet prairies, bogs (Crawford Co.)
Sensitive joint-vetch	*Aeschynomene virginica*	T	freshwater tidal marshes of Delaware river (Delaware and Philadelphia Co.)
Virginia spiraea*	*Spiraea virginiana*	T	along Youghiogheny River (Fayette Co.)
Smooth coneflower	*Echinacea laevigata*	E	serpentine barrens (Lancaster Co.)

Revised 10/19/00

* *It is possible that remnant populations of some of these species (indicated with an *) may still occur in Pennsylvania, however, there have been no confirmed sightings of these species for over 70 years.*

** *E = Endangered, T = Threatened, PT = Proposed Threatened*

The following is a partial list of additional species that no longer occur in Pennsylvania: moose, bison, wolverine, passenger pigeon, Bachman's sparrow, greater prairie-chicken, olive-sided flycatcher, Bewick's wren, eastern tiger salamander, blue pike, butterfly mussel, Diana fritillary butterfly, precious underwing moth, deertoe mussel, marbled underwing moth, cobblestone tiger beetle, mountain clubmoss, crested yellow orchid, red milkweed, American barberry, small white lady's-slipper, etc. etc.

U.S. FISH AND WILDLIFE SERVICE
315 SOUTH ALLEN ST., SUITE 322, STATE COLLEGE, PA 16801

F

Pennsylvania Natural Diversity Inventory

Scientific information and expertise for the conservation of Pennsylvania's native biological diversity

April 3, 2003

Fax 717-772-0271
717-772-0258

APR - 9

Bureau of Forestry

Max Stanisch
Northwest Engineering, Inc.
RD #1, PO Box Q
Tidioute, PA 16351

Re: Pennsylvania Natural Diversity Inventory Review for the Proposed SR 66 Water and Sewer Extension Project, Farmington Township **PER NO: 14273**

Dear Mr. Stanisch:

In response to your request March 26, 2003 to review the above mentioned project, we have reviewed the area using the Pennsylvania Natural Diversity Inventory (PNDI) information system. PNDI records indicate that no occurrences of species of special concern are known to exist within the project area, therefore we do not anticipate any impact on endangered, threatened, or rare species at this location. PNDI attempts to be a complete information resource on species of special concern within the Commonwealth. However, it may not contain all location information for species within the jurisdiction of other agencies. Please contact the Fish and Boat Commission and US Fish and Wildlife Service for information on species within their purview.

PNDI is the environmental review function of the Pennsylvania Natural Heritage Program, and uses a site-specific information system that describes significant natural resources within the Commonwealth. This system includes data descriptive of plant and animal species of special concern, exemplary natural communities and unique geological features. PNDI is a cooperative project of the Department of Conservation and Natural Resources, The Nature Conservancy and the Western Pennsylvania Conservancy. This response represents the most up-to-date summary of the PNDI data files and is **good for one year**. An absence of recorded information does not necessarily imply actual conditions on-site. A field survey of any site may reveal previously unreported populations.

Feel free to phone our office if you have questions concerning this response or the PNDI system, and please refer to the P.E.R. Reference Number at the top of the letter in future correspondence concerning this project.

Sincerely,

Justin P. Newell
Environmental Review Specialist

Western Pennsylvania Conservancy
209 Fourth Ave
Pittsburgh, PA 15222
(412)288-2777
www.paconserve.org

Pennsylvania Dept. of Conservation and Natural Resources
Bureau of Forestry
P O Box 8552
Harrisburg, PA 17105-8552
(717)787-3444
www.dcnr.state.pa.us

The Nature Conservancy
208 Airport Drive
Middletown, PA 17057
(717)948-3962
www.tnc.org

3630-PM-WQ0041 Rev. 7/2000

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER QUALITY PROTECTION
BUREAU OF WATERWAYS ENGINEERING

FOR OFFICIAL USE ONLY
PNDI Screening
Reviewer
Date 03/14/03
Phone No.

MAR 17 2003

SUPPLEMENT NO. 1
PENNSYLVANIA NATURAL DIVERSITY INVENTORY SEARCH FORM

This form provides site information necessary to perform a computer screening for species of special concern listed under the Endangered Species Act of 1973, the Wild Resource Conservation Act, the Pennsylvania Fish and Boat Code or the PA Game and Wildlife Code. Records regarding species of special concern are maintained by PA DCNR in a computer data base called the "Pennsylvania Natural Diversity Inventory" (PNDI). Results from this search are not intended to be a conclusive compilation of all potential special concern resources located within a proposed project site. On-site biological surveys may be recommended to provide a definitive statement on the presence or absence, or degree of natural integrity of any project site. Results of this PNDI search are valid for one year.

Please complete the information below, attach an 8½" x 11" photocopy (DO NOT REDUCE) of the portion of the U.S.G.S. Quadrangle Map that identifies the project location and outlines the approximate boundaries of the project and mail to the appropriate DEP regional office or delegated County Conservation District prior to completing a Chapter 105 environmental assessment or any other DEP permit application. (SEE REVERSE SIDE FOR LIST OF OFFICES AND ADDRESSES).

NAME: Max Stanisch

ADDRESS: Northwest Engineering, Inc.

P.O. Box Q, R.D. #1

Tidioute, PA 16351

PHONE: (814) 484-3504

COUNTY: Clarion

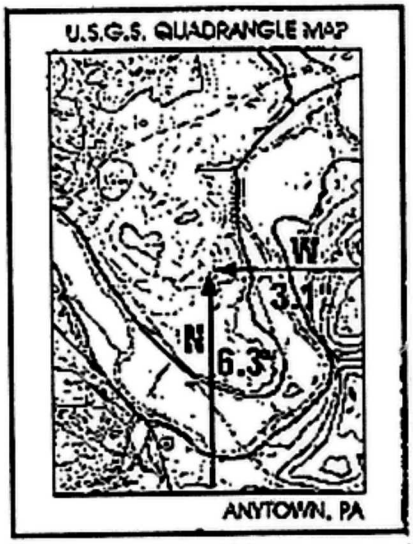
TWP./MUNICIPALITY: Farmington Township

U.S.G.S. 7½ Minute Quadrangle

Lucinda Quadrangle

PROJECT DESCRIPTION AND SIZE (Briefly describe entire area relevant to your project, including acreage.)

Construct approximately 30,000 lineal feet of water distribution and pressure sewer conveyance lines, lateral connections and appurtenances with one stream crossing. Anticipated area of disturbance is 15 acres.



North (Up) 16.3 inches

West (to the left) 13 inches

INDICATE PROJECT LOCATION TO THE NEAREST ONE TENTH INCH MEASURING FROM THE EDGE OF THE MAP IMAGE FROM THE LOWER RIGHT CORNER.

RECEIVED
MAR 12 2003
ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

FOR OFFICIAL USE ONLY

SCREENING RESULTS - Follow the directions of the checked block.

03/14/03 100 ACRES N11614Ci

☒ No potential conflicts were encountered during the PNDI inquiry. Include this form and the PNDI receipt with your Chapter 105 environmental assessment or other DEP permit application submissions.

☐ Potential conflicts must be resolved by contacting the natural resource agencies listed on the PNDI receipt. Please provide a copy of this form and the PNDI receipt along with a brief description of your project to the listed agency for consultation and recommendations. Include this form, the printed PNDI search results and the natural resource agency's written recommendation with your Chapter 105 environmental assessment or other DEP permit application submissions.

3630-PM-WQ0041 Rev. 7/2000

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER QUALITY PROTECTION
BUREAU OF WATERWAYS ENGINEERING

FOR OFFICIAL USE ONLY
PNDI Screening
Reviewer CAB
Date 03/14/03
Phone No.

SUPPLEMENT NO. 1
PENNSYLVANIA NATURAL DIVERSITY INVENTORY SEARCH FORM

This form provides site information necessary to perform a computer screening for species of special concern listed under the Endangered Species Act of 1973, the Wild Resource Conservation Act, the Pennsylvania Fish and Boat Code or the PA Game and Wildlife Code. Records regarding species of special concern are maintained by PA DCNR in a computer data base called the "Pennsylvania Natural Diversity Inventory" (PNDI). Results from this search are not intended to be a conclusive compilation of all potential special concern resources located within a proposed project site. On-site biological surveys may be recommended to provide a definitive statement on the presence or absence, or degree of natural integrity of any project site. Results of this PNDI search are valid for one year.

Please complete the information below, attach an 8½" x 11" photocopy (DO NOT REDUCE) of the portion of the U.S.G.S. Quadrangle Map that identifies the project location and outlines the approximate boundaries of the project and mail to the appropriate DEP regional office or delegated County Conservation District prior to completing a Chapter 105 environmental assessment or any other DEP permit application. (SEE REVERSE SIDE FOR LIST OF OFFICES AND ADDRESSES).

NAME: Max Stanisch

ADDRESS: Northwest Engineering, Inc.

P.O. Box Q, R.D. #1

Tidioute, PA 16351

PHONE: (814) 484-3504

COUNTY: Clarion

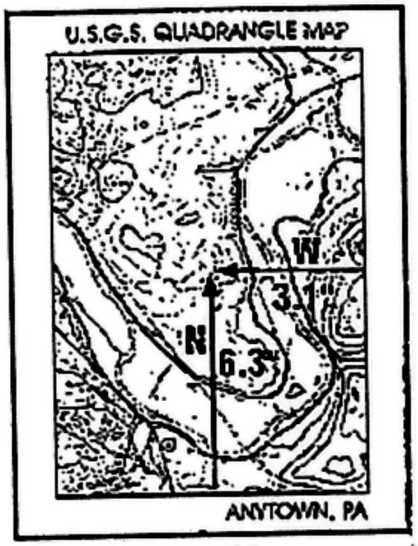
TWP./MUNICIPALITY: Farmington Township

U.S.G.S. 7½ Minute Quadrangle

Lucinda Quadrangle

PROJECT DESCRIPTION AND SIZE (Briefly describe entire area relevant to your project, including acreage.)

Construct approximately 30,000 lineal feet of water distribution and pressure sewer conveyance lines, lateral connections and appurtenances with one stream crossing. Anticipated area of disturbance is 15 acres.



North (Up) 17.7 inches

West (to the left) 12.2 inches

INDICATE PROJECT LOCATION TO THE NEAREST ONE TENTH INCH MEASURING FROM THE EDGE OF THE MAP IMAGE FROM THE LOWER RIGHT CORNER.

RECEIVED
MAR 12 2003
ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

FOR OFFICIAL USE ONLY

SCREENING RESULTS - Follow the directions of the checked block.

CAB N116147 100 ACRES

☒ No potential conflicts were encountered during the PNDI inquiry. Include this form and the PNDI receipt with your Chapter 105 environmental assessment or other DEP permit application submissions.

☐ Potential conflicts must be resolved by contacting the natural resource agencies listed on the PNDI receipt. Please provide a copy of this form and the PNDI receipt along with a brief description of your project to the listed agency for consultation and recommendations. Include this form, the printed PNDI search results and the natural resource agency's written recommendation with your Chapter 105 environmental assessment or other DEP permit application submissions.

3630-PM-WQ0041 Rev. 7/2000

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER QUALITY PROTECTION
BUREAU OF WATERWAYS ENGINEERING

FOR OFFICIAL USE ONLY
PNDI Screening
Reviewer
Date 03/14/03
Phone No.

SUPPLEMENT NO. 1
PENNSYLVANIA NATURAL DIVERSITY INVENTORY SEARCH FORM

This form provides site information necessary to perform a computer screening for species of special concern listed under the Endangered Species Act of 1973, the Wild Resource Conservation Act, the Pennsylvania Fish and Boat Code or the PA Game and Wildlife Code. Records regarding species of special concern are maintained by PA DCNR in a computer data base called the "Pennsylvania Natural Diversity Inventory" (PNDI). Results from this search are not intended to be a conclusive compilation of all potential special concern resources located within a proposed project site. On-site biological surveys may be recommended to provide a definitive statement on the presence or absence, or degree of natural integrity of any project site. Results of this PNDI search are valid for one year.

Please complete the information below, attach an 8½" x 11" photocopy (DO NOT REDUCE) of the portion of the U.S.G.S. Quadrangle Map that identifies the project location and outlines the approximate boundaries of the project and mail to the appropriate DEP regional office or delegated County Conservation District prior to completing a Chapter 105 environmental assessment or any other DEP permit application. (SEE REVERSE SIDE FOR LIST OF OFFICES AND ADDRESSES).

NAME: Max Stanisch

ADDRESS: Northwest Engineering, Inc.

P.O. Box Q, R.D. #1

Tidioute, PA 16351

PHONE: (814) 484-3504

COUNTY: Clarion

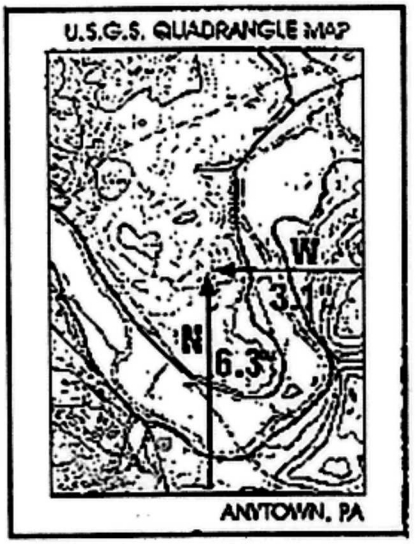
TWP./MUNICIPALITY: Farmington Township

U.S.G.S. 7½ Minute Quadrangle

Lucinda Quadrangle

PROJECT DESCRIPTION AND SIZE (Briefly describe entire area relevant to your project, including acreage.)

Construct approximately 30,000 lineal feet of water distribution and pressure sewer conveyance lines, lateral connections and appurtenances with one stream crossing. Anticipated area of disturbance is 15 acres.



North (Up) 18.9 inches

West (to the left) 11 inches

INDICATE PROJECT LOCATION TO THE NEAREST ONE TENTH INCH MEASURED FROM THE EDGE OF THE MAP IMAGE FROM THE LOWER RIGHT CORNER.

RECEIVED
MAR 12 2003
ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

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SCREENING RESULTS - Follow the directions of the checked block.

QB N116149 100 ACRES

☒ No potential conflicts were encountered during the PNDI inquiry. Include this form and the PNDI receipt with your Chapter 105 environmental assessment or other DEP permit application submissions.

☐ Potential conflicts must be resolved by contacting the natural resource agencies listed on the PNDI receipt. Please provide a copy of this form and the PNDI receipt along with a brief description of your project to the listed agency for consultation and recommendations. Include this form, the printed PNDI search results and the natural resource agency's written recommendation with your Chapter 105 environmental assessment or other DEP permit application submissions.

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COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER QUALITY PROTECTION
BUREAU OF WATERWAYS ENGINEERING

FOR OFFICIAL USE ONLY
PNDI Screening
Reviewer GRB
Date 03/14/03
Phone No.

SUPPLEMENT NO. 1
PENNSYLVANIA NATURAL DIVERSITY INVENTORY SEARCH FORM

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NAME: Max Stanisch

ADDRESS: Northwest Engineering, Inc.

P.O. Box Q, R.D. #1

Tidioute, PA 16351

PHONE: (814) 484-3504

COUNTY: Clarion

TWP./MUNICIPALITY: Farmington Township

U.S.G.S. 7½ Minute Quadrangle

Tylersburg Quadrangle

PROJECT DESCRIPTION AND SIZE (Briefly describe entire area relevant to your project, including acreage.)

Construct approximately 30,000 lineal feet of water distribution and pressure sewer conveyance lines, lateral connections and appurtenances with one stream crossing. Anticipated area of disturbance is 15 acres.

North (Up) 1.6 inches

West (to the left) 4.4 inches

INDICATE PROJECT LOCATION TO THE NEAREST ONE TENTH INCH MEASURING FROM THE EDGE OF THE MAP IMAGE FROM THE LOWER RIGHT CORNER.

RECEIVED
MAR 12 2003
ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

FOR OFFICIAL USE ONLY

SCREENING RESULTS - Follow the directions of the checked block.

☑ GRB N116150 100 METERS
No potential conflicts were encountered during the PNDI inquiry. Include this form and the PNDI receipt with your Chapter 105 environmental assessment or other DEP permit application submissions.

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3630-PM-WQ0041 Rev. 7/2000

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER QUALITY PROTECTION
BUREAU OF WATERWAYS ENGINEERING

FOR OFFICIAL USE ONLY
PNDI Screening
Reviewer CRB
Date 03/14/05
Phone No.

SUPPLEMENT NO. 1
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PHONE: (814) 484-3504

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TWP./MUNICIPALITY: Farmington Township

U.S.G.S. 7½ Minute Quadrangle

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PROJECT DESCRIPTION AND SIZE (Briefly describe entire area relevant to your project, including acreage.)

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North (Up) 2.8 inches

West (to the left) 1.9 inches

INDICATE PROJECT LOCATION TO THE NEAREST ONE TENTH INCH MEASURING FROM THE EDGE OF THE MAP IMAGE FROM THE LOWER RIGHT CORNER.

RECEIVED
MAR 12 2005
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NORTHWEST REGIONAL OFFICE

FOR OFFICIAL USE ONLY

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CRB NHGIST 100 ACRES
(1) PAFBC ENCOUNTER
SEE ATTACHMENT FOR INSTRUCTIONS

FARMINGTON TOWNSHIP
CLARION COUNTY, PENNSYLVANIA

STATE ROUTE 66 WATER & SEWER EXTENSION PROJECT

PNDI SEARCH POINTS

Point	Quadrangle	North	West	Search Results
1	Lucinda	16.3	13	NO ENCOUNTERS
2	Lucinda	17.7	12.2	
3	Lucinda	18.9	11	
4	Tylersburg	1.6	4.4	
5	Tylersburg	2.8	1.9	(1) PAEBC ENCOUNTER

PNDI Internet Database Search Results

PNDI Search Number: N116151
Search Results For gobuckley@state.pa.us
Search Performed By: Gordon Buckley On 3/14/03 11:24:15 AM
Agency/Organization: Department of Environemtal Protection
Phone Number: 814-332-6412
Search Parameters: Quad - 417943; North Offset - 2.8; West Offset - 1.9; Acres - 100
Project location center (Latitude): 41.39037
Project location center (Longitude): 79.26385
Project Type: DEP Permits/Obstructions/Encroachments

Print this page using your Internet browser's print function and keep it as a record of your search.

Instructions for DCNR Bureau of Forestry personnel only:
When instructed below to contact the PA Fish and Boat Commission, the US Fish and Wildlife Service or the PA Game Commission, Bureau of Forestry personnel should instead contact Merlin Benner, who will coordinate resolution with those agencies.
When instructed to contact Justin Newell, they should do so.

DEP and Conservation Districts should follow the instructions below when potential conflicts are indicated.

When details are displayed as part of the search result, the element's Scientific Name, Common Name, State Status, Proposed State Status and Number of Occurrences within the Search Area are listed.

Due to the sensitive nature of certain endangered species, species names are not displayed for species under the jurisdiction of the Pennsylvania Fish & Boat Commission and the U.S. Fish & Wildlife Service.

PNDI records indicate the following potential conflicts with ecological resources of special concern within the specified search area:

1 potential conflicts

The Applicant should MAIL (preferred) or FAX a cover letter including a project narrative, acreage to be impacted, how construction/maintenance activity is to be accomplished, township/municipality where project resides, USGS 7.5 minute quadrangle with project boundary marked, and quad name on the map to:

Non-Game and Endangered Species Unit
PA Fish and Boat Commission
450 Robinson Lane
Bellefonte, PA 16823
FAX number: (814) 359-5175

PNDI is a site specific information system, which describes significant natural resources of Pennsylvania. This system includes data descriptive of plant and animal species of special concern,

Appendix Q
Page 520 of 772

exemplary natural communities and unique geological features. PNDI is a cooperative project of the Department of Conservation and Natural Resources, The Nature Conservancy and the Western Pennsylvania Conservancy. This response represents the most up-to-date summary of the PNDI data files and is valid for 1 year. An absence of recorded information does not necessarily imply actual conditions on-site. A field site survey may reveal previously unreported populations.

Legal authority for Pennsylvania's biological resources resides with three administrative agencies. The handout entitled Pennsylvania Biological Resource Management Agencies, outlines which species groups are managed by these agencies. Feel free to contact our office if you have questions concerning this response or the PNDI system, and please refer to the PNDI Search Number at the top of this page in future correspondence concerning this project.

New Search using Inches or a Quad
New Search using Latitude and Longitude
PNDI Search Home
PNDI Search Welcome

Northwest Engineering, Inc.
Consultants and Civil Engineers

March 31, 2003

Mr. Andrew Shiels
PA Fish & Boat Commission
450 Robinson Lane
Bellefonte PA 16823-9620

Subject: Uniform Environmental Review
State Route 66 Water & Sewer Extension Project
Farmington Township, Clarion County, PA

Dear Mr. Shiels:

Farmington Township is in the process of performing an Environmental Review pursuant to the National Environmental Policy Act for USDA, Rural Utilities Service (RUS) in order to assess the environmental impacts of constructing extensions to their water distribution and wastewater collection systems. The Township Supervisors have submitted a Water Supply Permit Application to the Pennsylvania Department of Environmental Protection in order to extend the water distribution system. They plan to extend a recently constructed wastewater collection system in a later phase of this project. The total construction proposed for the project will consist of installing approximately 30,000 lineal feet of water distribution lines and 30,000 lineal feet of small diameter, low pressure sewer lines and appurtenances.

It is anticipated the project will be financed primarily by RUS. Following construction, all businesses and residences having access to the utilities will be required by ordinance to connect to the systems. The monthly user rates shall be approximately $40.00 for water and $37.00 for sewer. Required tap fees shall be approximately $700.00 for water and $800.00 for sewer.

I have enclosed a project narrative and a 7.5-minute, USGS map illustrating the project area. Please review the information and provide comments to this office within 30 days for inclusion in the Uniform Environmental Report. If you have any questions or require additional information, please do not hesitate to contact me at your convenience.

Very truly yours,

NORTHWEST ENGINEERING, INC.

Max Stanisch/ckw

Max Stanisch, E.I.T.
Project Manager

Enclosure

Cc Farmington Township

O:\WINWORD\FARM-CLR\UER\shiels 3-31-2003.doc

R.D. #1, P.O. Box Q, Tidioute PA 16351 • Ph. 814-484-3504 or 1-800-652-0568 • Fax 814-484-7595
E-Mail Address: nwemail@nwengineering.com

FARMINGTON TOWNSHIP
CLARION COUNTY, PENNSYLVANIA

STATE ROUTE 66 WATER & SEWER EXTENSION PROJECT

PROJECT NARRATIVE

FARMINGTON TOWNSHIP
CLARION COUNTY, PENNSYLVANIA

STATE ROUTE 66 WATER & SEWER EXTENSION PROJECT

PROJECT NARRATIVE

INTRODUCTION

The **Farmington Township Supervisors**, have submitted a Water Supply Permit Application to The Pennsylvania Department of Environmental Protection in order to extend a water distribution system to be constructed in 2003. The Supervisors also plan to extend a recently constructed wastewater collection system during a later phase of the project.

PROJECT DESCRIPTION

The project consists of two areas. Area 1 is a utility line corridor beginning at the southwestern limit of Farmington Township and extending east near the intersection of SR-66 and SR-4033. Area 2 is also a utility line corridor, adjacent to SR-66, beginning approximately one mile east of the Village of Leeper, PA and extending east to the Village of Crown, PA. Pennsylvania-American Water Company (PAWC) shall supply water to the proposed water distribution system from the point of connection located at the western limit of Area 1.

The proposed extensions to the sanitary sewer collection system shall convey wastewater to the recently constructed Farmington Township, Wastewater Treatment Plant located in the Village of Tylersburg, PA. The points of connection to Farmington Township existing utilities shall be located adjacent to SR-66, at the eastern limit of Area 1 and at the western limit of Area 2.

The proposed utility line extensions involve installation of approximately 30,000 lineal feet of water distribution line, 30,000 lineal feet of small diameter, low pressure, sewer line and required appurtenances. Construction procedures shall include trench excavation to design depth, placement of under-bedding aggregate, pipe placement, back-filling and surface restoration. Additional work shall be completed to install service laterals and one stream crossing. The main lines shall be placed along PA-DOT or township right-of-way located adjacent to the applicable roadways. Due to the proposed location of the utility main lines in areas that have previously been disturbed and as a result of narrow trench requirements, potential impacts shall be minimized as much as possible.

PROJECT AREA DISTURBANCE

The total disturbed area for the project shall be approximately fifteen acres.

PROJECT COSTS

The extension areas will provide utility services to approximately 90 Equivalent Dwelling Units (EDU's). The estimated cost for the water distribution system extension shall be approximately $1.0 million. The estimated cost for the wastewater collection and conveyance system extension shall be approximately $1.05 million. Estimated monthly operation & maintenance costs shall be approximately $25 for water and $15 for sewer.

PFBC-NESU-1 (5/14/01)

COMMONWEALTH OF PENNSYLVANIA
FISH AND BOAT COMMISSION
NONGAME AND ENDANGERED SPECIES UNIT (NESU)

SPECIES IMPACT REVIEW (SIR) REQUEST FORM

A. This form provides the site information necessary to perform a computer database search for species of special concern listed under the Endangered Species Act of 1973, the Wild Resource Conservation Act, the Pennsylvania Fish and Boat Code or the Wildlife Code.

B. Use only ***one form*** for each proposed project or location. Complete the information below and mail form to:

Nongame and Endangered Species Unit
PA Fish and Boat Commission
450 Robinson Lane
Bellefonte, PA 16823
Fax: (814) 359-5153

C. This form, a cover letter including a project narrative, and accompanying maps should be sent to the above address for environmental reviews that *only* concern ***reptiles, amphibians, fishes and aquatic invertebrates.*** Reviews for other natural resources must be submitted to other appropriate agencies.

D. The absence of recorded information from our databases and files does not necessarily imply actual conditions on site. Future field investigations could alter this determination. The information contained in our files is routinely updated. A review is valid for one year.

E. ***Please send us only one (1) copy of your request*** – either by fax or by mail – not both. Mail is preferred to improve legibility of maps. Facsimile submission will not improve our response turn-around time.

F. ***Allow 30 days for completion of the review from the date of PFBC-NESU receipt.*** Large projects and workload may extend this review timeframe.

G. ***In any future correspondence with us following your receipt of the SIR response, please refer to the assigned SIR number at the top left of our cover letter.***

H. **FORMS THAT ARE NOT COMPLETED IN FULL, WILL NOT BE REVIEWED.**

PLEASE PRINT OR TYPE: If available, provide the potential conflict **PNDI Search Number:** N116151

PFBC-NESU response should be sent to:

Company/Agency: Northwest Engineering, Inc. Form Preparer: Max Stanisch

Address: P.O. Box 0

Tidioute PA 16351 Phone (8:00 AM to 4:00 PM): 814-484-3504

Project Description: Construct approximately 30,000 LF of water distribution and pressure sewer, lateral connections. Appurtenances to disturb 15 acres.

Indicate if the project is: Transportation ☐ or Non-transportation ☒ (check one)

Will the proposed project encroach directly or indirectly (e.g., runoff) upon wetlands or waterways? Circle one for each:

Wetlands: Yes No (Unknown) Waterways: (Yes) No Unknown

County: Clarion Township/Municipality: Farmington Township

Name of the United States Geological Survey (U.S.G.S.) 7.5 Minute Quadrangle Map where project is located:

Lucinda and Tylersburg Quadrangles Project size (in acres): 20 acres

Attach an 8.5" by 11" photocopy (**DO NOT REDUCE**) of the section of the U.S.G.S. Quadrangle Map which identifies the project location. On this map, indicate the location of the project center (if linear, depict both ends) and outline the approximate boundaries of the project area.

Specify latitude/longitude of the project center.
Indicate latitude/longitude in degrees-minutes-seconds format only.

Latitude: 41 °/ 23 '/ 23 " N
Longitude: 79 °/ 15 '/ 47 " W

Three steps are needed to convert from decimal degrees to degrees-minutes-seconds: (1) Degrees will be the whole number. (2) To get minutes, multiply the decimal degree portion by 60. (3) Multiply the decimal minute portion by 60 to get seconds.
Example: (Latitude) 40.93748 = 40°; 0.93748 x 60 = 56.2488'= 56'; 0.2488 x 60 = 14.928 = 15" = 40°56'15" N
(Longitude) 75.94740 = 75°; 0.94740 x 60 = 56.844' = 56'; 0.844 x 60 = 50.64 = 51" = 75°56'51" W

FOR PFBC-NESU USE ONLY

SIR#	Quad Name	Data Source	Search Result-Potential Species Conflict	Action

3630-PM-WQ0041 Rev. 7/2000

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER QUALITY PROTECTION
BUREAU OF WATERWAYS ENGINEERING

FOR OFFICIAL USE ONLY
PNDI Screening
Reviewer CRB
Date 03/14/05
Phone No.

SUPPLEMENT NO. 1
PENNSYLVANIA NATURAL DIVERSITY INVENTORY SEARCH FORM

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NAME: Max Stanisch

ADDRESS: Northwest Engineering, Inc.

P.O. Box Q, R.D. #1

Tidioute, PA 16351

PHONE: (814) 484-3504

COUNTY: Clarion

TWP./MUNICIPALITY: Farmington Township

U.S.G.S. 7½ Minute Quadrangle

Tylersburg Quadrangle

PROJECT DESCRIPTION AND SIZE (Briefly describe entire area relevant to your project, including acreage.)

Construct approximately 30,000 lineal feet of water distribution and pressure sewer conveyance lines, lateral connections and appurtenances with one stream crossing. Anticipated area of disturbance is 15 acres.

North (Up) 2.8 inches

West (to the left) 1.9 inches

INDICATE PROJECT LOCATION TO THE NEAREST ONE TENTH INCH MEASURING FROM THE EDGE OF THE MAP IMAGE FROM THE LOWER RIGHT CORNER.

RECEIVED
MAR 12 2005
ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

FOR OFFICIAL USE ONLY

SCREENING RESULTS - Follow the directions of the checked block.

☐ No potential conflicts were encountered during the PNDI inquiry. Include this form and the PNDI receipt with your Chapter 105 environmental assessment or other DEP permit application submissions.

☒ CRB: NHGIS 100 ACRES
Potential conflicts must be resolved by contacting the natural resource agencies listed on the PNDI receipt. Please provide a copy of this form and the PNDI receipt along with a brief description of your project to the listed agency for consultation and recommendations. Include this form, the printed PNDI search results and the natural resource agency's written recommendation with your Chapter 105 environmental assessment or other DEP permit application submissions.

(1) PAFBC ENCOUNTER

Northwest Engineering, Inc.
Consultants and Civil Engineers

10-Mar-03

Mr. Gordon Buckley
PA-Department of Environmental Protection
230 Chestnut Street
Meadville PA 16335

Subject: **PNDI Search Forms**
Uniform Environmental Review
State Route 66 Water & Sewer Extension Project
Farmington Township, Clarion County, PA

Dear Mr. Buckley:

The Farmington Township Supervisors have submitted a Water Supply Permit Application to the Pennsylvania Department of Environmental Protection in order to extend a water distribution system. The Supervisors also plan to extend a recently constructed wastewater collection system in a later phase of this project. The total construction proposed for the project will consist of installing approximately 30,000 lineal feet of water distribution lines and 30,000 lineal feet of small diameter, low pressure sewer lines and appurtenances. The total disturbed area for the project shall be approximately fifteen acres.

Pennsylvania-American Water Company shall supply water to the proposed water distribution system. The point of connection to the PAWC line will be adjacent to State Route 66 at the southwestern boundary of Farmington Township.

The proposed extension to the sanitary sewer collection system shall convey wastewater to the recently constructed Farmington Township Wastewater Treatment Plant located in the Village of Tylersburg, PA. The point of connection for the proposed extension is located adjacent to State Route 66, approximately one mile northeast of the Village of Leeper, PA.

I have enclosed five PNDI Search Forms, one summary table and a 7.5-minute USGS map illustrating the project area. Each search area represents one square mile surrounding the point. If you have any questions or require additional information, please do not hesitate to contact me at your convenience.

Very truly yours,

NORTHWEST ENGINEERING, INC.

Max Stanisch
Project Manager

MS/ceb
Enclosures
cc Farmington Township

O:\WINWORD\FARM-CLR\water-98108\letters\2003\10Mar03-PNDI-Let.doc

R.D. #1, P.O. Box Q, Tidioute PA 16351 • Ph. 814-484-3504 or 1-800-652-0568 • Fax 814-484-7595
E-Mail Address: nwemail@nwengineering.com

FARMINGTON TOWNSHIP
CLARION COUNTY, PENNSYLVANIA

STATE ROUTE 66 WATER & SEWER EXTENSION PROJECT

PNDI SEARCH POINTS

Point	Quadrangle	North	West	Search Results
1	Lucinda	16.3	13	
2	Lucinda	17.7	12.2	
3	Lucinda	18.9	11	
4	Tylersburg	1.6	4.4	
5	Tylersburg	2.8	1.9	

3630-PM-WQ0041 Rev. 7/2000

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER QUALITY PROTECTION
BUREAU OF WATERWAYS ENGINEERING

FOR OFFICIAL USE ONLY

PNDI Screening
Reviewer _____
Date _____
Phone No. _____

SUPPLEMENT NO. 1
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NAME: Max Stanisch

ADDRESS: Northwest Engineering, Inc.

P.O. Box Q, R.D. #1

Tidioute, PA 16351

PHONE: (814) 484-3504

COUNTY: Clarion

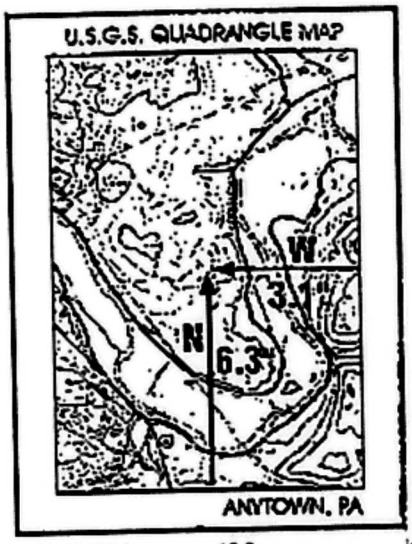
TWP./MUNICIPALITY: Farmington Township

U.S.G.S. 7½ Minute Quadrangle

Lucinda Quadrangle

PROJECT DESCRIPTION AND SIZE (Briefly describe entire area relevant to your project, including acreage.)

Construct approximately 30,000 lineal feet of water distribution and pressure sewer conveyance lines, lateral connections and appurtenances with one stream crossing. Anticipated area of disturbance is 15 acres.



North (Up) 16.3 inches

West (to the left) 13 inches

INDICATE PROJECT LOCATION TO THE NEAREST ONE TENTH INCH MEASURING FROM THE EDGE OF THE MAP IMAGE FROM THE LOWER RIGHT CORNER.

FOR OFFICIAL USE ONLY

SCREENING RESULTS - Follow the directions of the checked block.

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3630-PM-WQ0041 Rev. 7/2000

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER QUALITY PROTECTION
BUREAU OF WATERWAYS ENGINEERING

FOR OFFICIAL USE ONLY

PNDI Screening
Reviewer _____
Date _____
Phone No. _____

SUPPLEMENT NO. 1
PENNSYLVANIA NATURAL DIVERSITY INVENTORY SEARCH FORM

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NAME: Max Stanisch

ADDRESS: Northwest Engineering, Inc.

P.O. Box Q, R.D. #1

Tidioute, PA 16351

PHONE: (814) 484-3504

COUNTY: Clarion

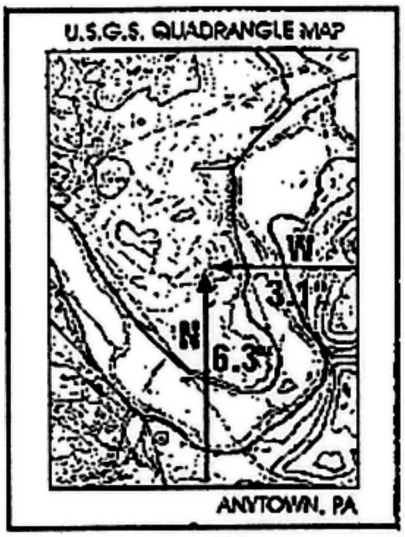
TWP./MUNICIPALITY: Farmington Township

U.S.G.S. 7½ Minute Quadrangle

Lucinda Quadrangle

PROJECT DESCRIPTION AND SIZE (Briefly describe entire area relevant to your project, including acreage.)

Construct approximately 30,000 lineal feet of water distribution and pressure sewer conveyance lines, lateral connections and appurtenances with one stream crossing. Anticipated area of disturbance is 15 acres.



North (Up) 17.7 inches

West (to the left) 12.2 inches

INDICATE PROJECT LOCATION TO THE NEAREST ONE TENTH INCH MEASURING FROM THE EDGE OF THE MAP IMAGE FROM THE LOWER RIGHT CORNER.

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Tidioute, PA 16351

HONE: (814) 484-3504

COUNTY: Clarion

TWP./MUNICIPALITY: Farmington Township

U.S.G.S. 7½ Minute Quadrangle

Lucinda Quadrangle

PROJECT DESCRIPTION AND SIZE (Briefly describe entire area relevant to your project, including acreage.)

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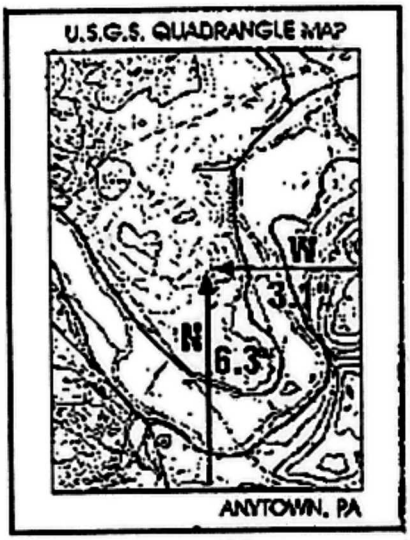

North (Up) 18.9 inches

West (to the left) 11 inches

INDICATE PROJECT LOCATION TO THE NEAREST ONE TENTH INCH MEASURING FROM THE EDGE OF THE MAP IMAGE FROM THE LOWER RIGHT CORNER.

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Reviewer _____
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Tidioute, PA 16351

PHONE: (814) 484-3504

COUNTY: Clarion

TWP./MUNICIPALITY: Farmington Township

U.S.G.S. 7½ Minute Quadrangle

Tylersburg Quadrangle

PROJECT DESCRIPTION AND SIZE (Briefly describe entire area relevant to your project, including acreage.)

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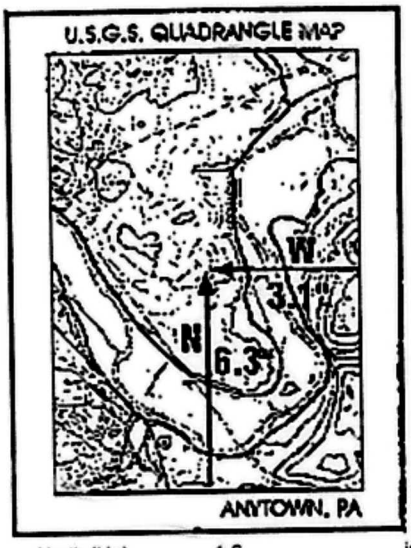

North (Up) 1.6 inches

West (to the left) 4.4 inches

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DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER QUALITY PROTECTION
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PNDI Screening
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Tidioute, PA 16351

PHONE: (814) 484-3504

COUNTY: Clarion

TWP./MUNICIPALITY: Farmington Township

U.S.G.S. 7½ Minute Quadrangle

Tylersburg Quadrangle

PROJECT DESCRIPTION AND SIZE (Briefly describe entire area relevant to your project, including acreage.)

Construct approximately 30,000 lineal feet of water distribution and pressure sewer conveyance lines, lateral connections and appurtenances with one stream crossing. Anticipated area of disturbance is 15 acres.

North (Up) 2.8 inches

West (to the left) 1.9 inches

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WATER QUALITY DOCUMENTS

NOT APPLICABLE

COASTAL ZONE LETTER

NOT APPLICABLE

ERD - we need!
Census data
USGS MAP

USDA-RECD
Form RECD 2006-38
(12/94)

Civil Rights Impact Analysis Certification

Loan Type : RUS

Appeal Date _____

1. Office and Division or Location.

   Crawford Area Office
   USDA/Rural Development Rural Utilities Service
   14699 N. Main Street Ext.
   Meadville, PA 16335-9441

2. Proposed Policy Action:

   Farmington Township, Clarion County, PA
   SR 66 Water & Sewer Extensions
   Rural Utilities Service Loan

3. **I certify I have reviewed and analyzed appropriate documentation and determined that:**

   (Check one) and provide the required information)

X See Attached Maps

a ___X___ **No major civil rights impact is likely to result** if the proposed action is implemented. Summarize your reasons for this conclusion. Identify supporting information and statistical data.

All persons within the direct impact area will hook up as a result of the mandatory connection ordinance. There are no known areas of disproportionately low income or minority population within the project area. See section IV (7) of the Environmental Assessment.

b. _____ **A major civil rights impact, as described below, is likely to result** if the proposed action is implemented.

Identify the group which may be adversely affected. Summarize your reasons for this conclusion. Identify supporting information and statistical data.

To minimize the potential for an adverse impact, the following alternatives or supplemental action(s) are recommended.

_____

Name and Title of Certifying Official — Date

PROJECT MANAGER — 17 July 2003

FARMINGTON TOWNSHIP
CLARION COUNTY, PENNSYLVANIA

STATE ROUTE 66 WATER & SEWER EXTENSION PROJECT

PROJECT NARRATIVE

INTRODUCTION

The **Farmington Township Supervisors**, have submitted a Water Supply Permit Application to The Pennsylvania Department of Environmental Protection in order to extend a water distribution system to be constructed in 2003. The Supervisors also plan to extend a recently constructed wastewater collection system during a later phase of the project.

PROJECT DESCRIPTION

The project consists of two areas. Area 1 is a utility line corridor beginning at the southwestern limit of Farmington Township and extending east near the intersection of SR-66 and SR-4033. Area 2 is also a utility line corridor, adjacent to SR-66, beginning approximately one mile east of the Village of Leeper, PA and extending east to the Village of Crown, PA. Pennsylvania-American Water Company (PAWC) shall supply water to the proposed water distribution system from the point of connection located at the western limit of Area 1.

The proposed extensions to the sanitary sewer collection system shall convey wastewater to the recently constructed Farmington Township, Wastewater Treatment Plant located in the Village of Tylersburg, PA. The points of connection to Farmington Township existing utilities shall be located adjacent to SR-66, at the eastern limit of Area 1 and at the western limit of Area 2.

The proposed utility line extensions involve installation of approximately 30,000 lineal feet of water distribution line, 30,000 lineal feet of small diameter, low pressure, sewer line and required appurtenances. Construction procedures shall include trench excavation to design depth, placement of under-bedding aggregate, pipe placement, back-filling and surface restoration. Additional work shall be completed to install service laterals and one stream crossing. The main lines shall be placed along PA-DOT or township right-of-way located adjacent to the applicable roadways. Due to the proposed location of the utility main lines in areas that have previously been disturbed and as a result of narrow trench requirements, potential impacts shall be minimized as much as possible.

PROJECT AREA DISTURBANCE

The total disturbed area for the project shall be approximately fifteen acres.

PROJECT COSTS

The extension areas will provide utility services to approximately 90 Equivalent Dwelling Units (EDU's). The estimated cost for the water distribution system extension shall be approximately $1.0 million. The estimated cost for the wastewater collection and conveyance system extension shall be approximately $1.05 million. Estimated monthly operation & maintenance costs shall be approximately $25 for water and $15 for sewer.

DRAWING FOUND HERE

USED FOR DOCUMENTS LARGER THAN 12" X 14"
USE **BLACK** FELT TIP PEN

FILL THIS TARGET OUT COMPLETELY, REPLACE DRAWING WITH IT

~~APERTURE CARD IN FILE~~

Maps at end of microfiche dk

REFER TO:

CO.	MUN.	PROG. CODE	PERMIT NUMBER	ER-EP-25 (8-81) DEPARTMENT OF ENVIRONMENTAL PROTECTION
1 2	3 4 5	6 7	8 9 10 11 12 13 14 15 16	
1 6	9 0 9	PL G	K 6 - 0 6 - 1 0 5	

CASE NAME

61578

17 18	19 20 21	22 23 24 25 26	27	28 29 30 31 32 33 34	35	36 37 38 39 40
F A	R M I	N G T O N		T W P		C L A R I

FOLIO	SHEET NO.	NO. OF SHEETS	REV NO.	SCALES	IDENTIFICATION CARD FOR MICROFILMING
41 42	43 44 45	46 47 48	49 50		
		0 0 1		05/03 - 02/08	

ATTACH COMPLETED ID CARD TO DRAWINGS, AND MOVE DRAWINGS TO BACK OF BOX.

PLEASE USE OTHER FORM ON DRAWINGS!

DEP Drawing found here Created on 11/3/1999 6:10 AM

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF AGRICULTURE
BUREAU OF FARMLAND PRESERVATION

April 17, 2003

Max Stanisch
Project Manager
Northwest Engineering, Inc.
P. O. Box Q
Tidioute, PA 16351

APR 2 1 2003

RE: Uniform Environmental Review
State Route 66 Water and Sewer Extension Project
Farmington Township, Clarion County, Pennsylvania

Dear Mr. Stanisch:

We appreciate your notifying the Pennsylvania Department of Agriculture regarding the above referenced project. The information submitted suggests the following.

1. The project will cause no direct or indirect impacts to agricultural lands.
2. The project is consistent with land use and comprehensive planning regulations.
3. In the case of installation of sewer/water lines, the project does not provide hookups beyond the present capacity that would affect agricultural land.
4. Sewerage/Water treatment, pumping and/or transfer stations will not be placed on agricultural lands.
5. The project will not pass through or adjacent to lands enrolled in an Agricultural Security Area (ASA).
6. The project will not pass through or adjacent to any lands that have been accepted into the Pennsylvania Agricultural Easement (ACE) Program.

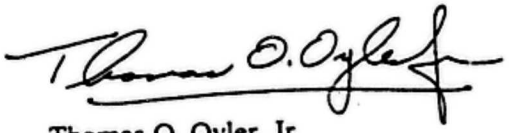
The Pennsylvania Department of Agriculture recognizes the importance of environmental stewardship during the construction phase of any project that involves the movement of soil. Therefore, we suggest the utilization of erosion and sedimentation control structures and the implementation of best management practices associated with soil conservation.

2301 NORTH CAMERON ST.
HARRISBURG, PA 17110-9408
717-783-3167
FAX: 717-772-8798

Upon project completion, we respectfully request the restoration of any preexisting soil conservation practices or structures that have been altered or disturbed during the construction process. This restoration process should ensure return to a condition that is consistent with contemporary erosion control methodologies.

We are grateful for the opportunity to review and comment on this project. Please advise us in writing immediately if these determinations are found to be in error. If you have further questions or need additional information, please do not hesitate to contact me at 717-705-7960.

Sincerely,



Thomas O. Oyler, Jr.
Project Review Specialist
toylerjr@state.pa.us

United States Department of the Interior

NATIONAL PARK SERVICE
Philadelphia Support Office
200 Chestnut Street
Philadelphia, PA 19106-2878

IN REPLY REFER TO:
D18(PHSO-S&P/NR&EQ)

APR 11 2003

APR 9 2003

Max Stanisch
Northwest Engineering Inc.
R.D.#1, P.O.Box Q,
Tidioute, PA 16351

Dear Mr. Stanisch:

In addition to its responsibilities for management of units of the National Park System, the National Park Service is responsible for Stewardship of natural and cultural resources protected under the following items of federal legislation:

① The Wild and Scenic Rivers Act of 1968 as amended
② The Land and Water Conservation Fund Act of 1965 as amended
③ The Urban Park and Recreation Recovery Act of 1978
④ The Historic Sites Act of 1935 (National Natural Landmarks)
⑤ The Historic Preservation Act of 1966

This office has reviewed the information you provided for the environmental review for the following projects:

- Uniform Environmental Review, State Route 66 Water &Sewer Extension Project, Farmington Township, Clarion County, PA.

It does not appear to be within one mile of a National Park nor any known resource protected under legislative items #1 through #4, and it does not appear to have an affect on any Scenic Rivers.

For information on your projects impact on resources protected under item #5, The Historic Preservation Act of 1966, please contact:

State Historic Preservation Officer
Pennsylvania Historical and Museum Commission
Commonwealth Keystone Building, Plaza Level
400 North Street
Harrisburg, PA 17120-0053

Should you have any further questions regarding this project, please contact me at (215) 597-7701.

Sincerely,

Derrick M. Cook

Derrick M. Cook
Park Ranger
Stewardship & Partnerships

Clarion Conservation District
265 Holiday Inn Road, Suite 2
Clarion, PA 16214
Phone: (814) 226-4070 ext. 113
Fax: (814) 226-7893

March 27, 2003

Northwest Engineering, Inc.
R.D. 1 PO Box Q
Tidioute, PA 16351

Subject: Uniform Environmental Review
State Route 66 Water & Sewage Project
Farmington Township, Clarion County

Dear Mr. Stanisch:

The Clarion Conservation District has no comment at this time.

Sincerely,

Susan Kribbs
District Manager

MAR 3 1 200

Northwest Engineering, Inc.
Consultants and Civil Engineers

CERTIFIED MAIL **7002 0460 0002 5709 3171**

March 26, 2003

Ms. Susan Kribbs, District Manager
Clarion County Soil Conservation
RR #3. Box 265
Mayfield Professional Building
Clarion PA 16214

Subject: Uniform Environmental Review
State Route 66 Water & Sewer Extension Project
Farmington Township, Clarion County, PA

Dear Ms. Kribbs:

Farmington Township is in the process of performing an Environmental Review pursuant to the National Environmental Policy Act for USDA, Rural Utilities Service (RUS) in order to assess the environmental impacts of constructing extensions to their water distribution and wastewater collection systems. The Township Supervisors have submitted a Water Supply Permit Application to the Pennsylvania Department of Environmental Protection in order to extend the water distribution system. They plan to extend a recently constructed wastewater collection system in a later phase of this project. The total construction proposed for the project will consist of installing approximately 30,000 lineal feet of water distribution lines and 30,000 lineal feet of small diameter, low pressure sewer lines and appurtenances.

It is anticipated the project will be financed primarily by RUS. Following construction, all businesses and residences having access to the utilities will be required by ordinance to connect to the systems. The monthly user rates shall be approximately $40.00 for water and $37.00 for sewer. Required tap fees shall be approximately $700.00 for water and $800.00 for sewer.

I have enclosed a project narrative and a 7.5-minute, USGS map illustrating the project area. Please review the information and provide comments to this office within 30 days for inclusion in the Uniform Environmental Report. If you have any questions or require additional information, please do not hesitate to contact me at your convenience.

Very truly yours,

NORTHWEST ENGINEERING, INC.

Max Stanisch
Project Manager

Enclosure
Cc Farmington Township

O:\WINWORD\FARM-CLR\UER\clarion soil 3-26-2003.doc

R.D. #1, P.O. Box Q, Tidioute PA 16351 • Ph. 814-484-3504 or 1-800-652-0568 • Fax 814-484-7595
E-Mail Address: nwemail@nwengineering.com

Northwest Engineering, Inc.
Consultants and Civil Engineers

CERTIFIED MAIL 7002 0460 0002 5709 3102

March 26, 2003

Mr. James R. Leigey
PA Game Commission
2001 Elmerton Avenue
Harrisburg PA 17120-9797

Subject: Uniform Environmental Review
State Route 66 Water & Sewer Extension Project
Farmington Township, Clarion County, PA

Dear Mr. Leigey:

Farmington Township is in the process of performing an Environmental Review pursuant to the National Environmental Policy Act for USDA, Rural Utilities Service (RUS) in order to assess the environmental impacts of constructing extensions to their water distribution and wastewater collection systems. The Township Supervisors have submitted a Water Supply Permit Application to the Pennsylvania Department of Environmental Protection in order to extend the water distribution system. They plan to extend a recently constructed wastewater collection system in a later phase of this project. The total construction proposed for the project will consist of installing approximately 30,000 lineal feet of water distribution lines and 30,000 lineal feet of small diameter, low pressure sewer lines and appurtenances.

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Very truly yours,

NORTHWEST ENGINEERING, INC.

Max Stanisch /ckw
Max Stanisch
Project Manager

Enclosure
Cc Farmington Township

O:\WINWORD\FARM-CLR\UER\leigey 3-26-2003.doc

Northwest Engineering, Inc.
Consultants and Civil Engineers

CERTIFIED MAIL 7002 0460 0002 5709 3119

March 26, 2003

Department of Conservation &
Natural Resources
Rachel Carson State Office Building
P.O. Box 8552
Harrisburg PA 17120-9797

Subject: Uniform Environmental Review
State Route 66 Water & Sewer Extension Project
Farmington Township, Clarion County, PA

To Whom It May Concern:

Farmington Township is in the process of performing an Environmental Review pursuant to the National Environmental Policy Act for USDA, Rural Utilities Service (RUS) in order to assess the environmental impacts of constructing extensions to their water distribution and wastewater collection systems. The Township Supervisors have submitted a Water Supply Permit Application to the Pennsylvania Department of Environmental Protection in order to extend the water distribution system. They plan to extend a recently constructed wastewater collection system in a later phase of this project. The total construction proposed for the project will consist of installing approximately 30,000 lineal feet of water distribution lines and 30,000 lineal feet of small diameter, low pressure sewer lines and appurtenances.

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Very truly yours,

NORTHWEST ENGINEERING, INC.

Max Stanisch/ckw

Max Stanisch
Project Manager

Enclosure
Cc Farmington Township

\\NWESRV\OFFICES\WINWORD\FARM-CLR\UER\dcnr3-26-2003.doc

Northwest Engineering, Inc.
Consultants and Civil Engineers

CERTIFIED MAIL 7002 0460 0002 5709 3126

March 26, 2003

US Department of Agriculture
Natural Resources Conservation Services
Suite 340
One Credit Union Place
Harrisburg PA 17120-9797

Subject: Uniform Environmental Review
State Route 66 Water & Sewer Extension Project
Farmington Township, Clarion County, PA

To Whom It May Concern:

Farmington Township is in the process of performing an Environmental Review pursuant to the National Environmental Policy Act for USDA, Rural Utilities Service (RUS) in order to assess the environmental impacts of constructing extensions to their water distribution and wastewater collection systems. The Township Supervisors have submitted a Water Supply Permit Application to the Pennsylvania Department of Environmental Protection in order to extend the water distribution system. They plan to extend a recently constructed wastewater collection system in a later phase of this project. The total construction proposed for the project will consist of installing approximately 30,000 lineal feet of water distribution lines and 30,000 lineal feet of small diameter, low pressure sewer lines and appurtenances.

It is anticipated the project will be financed primarily by RUS. Following construction, all businesses and residences having access to the utilities will be required by ordinance to connect to the systems. The monthly user rates shall be approximately $40.00 for water and $37.00 for sewer. Required tap fees shall be approximately $700.00 for water and $800.00 for sewer.

I have enclosed a project narrative and a 7.5-minute, USGS map illustrating the project area. Please review the information and provide comments to this office within 30 days for inclusion in the Uniform Environmental Report. If you have any questions or require additional information, please do not hesitate to contact me at your convenience.

Very truly yours,

NORTHWEST ENGINEERING, INC.

Max Stanisch/ckw

Max Stanisch
Project Manager

Enclosure
Cc Farmington Township

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R.D. #1, P.O. Box Q, Tidioute PA 16351 • Ph. 814-484-3504 or 1-800-652-0568 • Fax 814-484-7595
E-Mail Address: nwemail@nwengineering.com

Northwest Engineering, Inc.
Consultants and Civil Engineers

CERTIFIED MAIL 7002 0460 0002 5709 3133

March 26, 2003

Curtis Meeder
Department of Army
William S. Moorhead Federal Building
1000 Liberty Avenue
Pittsburgh PA 15222-4186

Subject: Uniform Environmental Review
State Route 66 Water & Sewer Extension Project
Farmington Township, Clarion County, PA

Dear Mr. Meeder:

Farmington Township is in the process of performing an Environmental Review pursuant to the National Environmental Policy Act for USDA, Rural Utilities Service (RUS) in order to assess the environmental impacts of constructing extensions to their water distribution and wastewater collection systems. The Township Supervisors have submitted a Water Supply Permit Application to the Pennsylvania Department of Environmental Protection in order to extend the water distribution system. They plan to extend a recently constructed wastewater collection system in a later phase of this project. The total construction proposed for the project will consist of installing approximately 30,000 lineal feet of water distribution lines and 30,000 lineal feet of small diameter, low pressure sewer lines and appurtenances.

It is anticipated the project will be financed primarily by RUS. Following construction, all businesses and residences having access to the utilities will be required by ordinance to connect to the systems. The monthly user rates shall be approximately $40.00 for water and $37.00 for sewer. Required tap fees shall be approximately $700.00 for water and $800.00 for sewer.

I have enclosed a project narrative and a 7.5-minute, USGS map illustrating the project area. Please review the information and provide comments to this office within 30 days for inclusion in the Uniform Environmental Report. If you have any questions or require additional information, please do not hesitate to contact me at your convenience.

Very truly yours,

NORTHWEST ENGINEERING, INC.

Max Stanisch/ckw

Max Stanisch
Project Manager

Enclosure
Cc Farmington Township

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E-Mail Address: nwemail@nwengineering.com

Northwest Engineering, Inc.
Consultants and Civil Engineers

CERTIFIED MAIL 7002 0460 0002 5709 3140

March 26, 2003

David Densmore, Supervisor
US Fish & Wildlife Service
315 South Allen Street
Suite 322
State College PA 16801

Subject: Uniform Environmental Review
State Route 66 Water & Sewer Extension Project
Farmington Township, Clarion County, PA

Dear Mr. Densmore:

Farmington Township is in the process of performing an Environmental Review pursuant to the National Environmental Policy Act for USDA, Rural Utilities Service (RUS) in order to assess the environmental impacts of constructing extensions to their water distribution and wastewater collection systems. The Township Supervisors have submitted a Water Supply Permit Application to the Pennsylvania Department of Environmental Protection in order to extend the water distribution system. They plan to extend a recently constructed wastewater collection system in a later phase of this project. The total construction proposed for the project will consist of installing approximately 30,000 lineal feet of water distribution lines and 30,000 lineal feet of small diameter, low pressure sewer lines and appurtenances.

It is anticipated the project will be financed primarily by RUS. Following construction, all businesses and residences having access to the utilities will be required by ordinance to connect to the systems. The monthly user rates shall be approximately $40.00 for water and $37.00 for sewer. Required tap fees shall be approximately $700.00 for water and $800.00 for sewer.

I have enclosed a project narrative and a 7.5-minute, USGS map illustrating the project area. Please review the information and provide comments to this office within 30 days for inclusion in the Uniform Environmental Report. If you have any questions or require additional information, please do not hesitate to contact me at your convenience.

Very truly yours,

NORTHWEST ENGINEERING, INC.

Max Stanisch/ckw
Max Stanisch
Project Manager

Enclosure
Cc Farmington Township

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R.D. #1, P.O. Box Q, Tidioute PA 16351 • Ph. 814-484-3504 or 1-800-652-0568 • Fax 814-484-7595
E-Mail Address: nwemail@nwengineering.com

Northwest Engineering, Inc.
Consultants and Civil Engineers

CERTIFIED MAIL 7002 0460 0002 5709 3157

March 26, 2003

Derrick Cook
US Department of the Interior
National Park Service
200 Chestnut Street
Philadelphia PA 19106-2878

Subject: Uniform Environmental Review
State Route 66 Water & Sewer Extension Project
Farmington Township, Clarion County, PA

Dear Mr. Cook:

Farmington Township is in the process of performing an Environmental Review pursuant to the National Environmental Policy Act for USDA, Rural Utilities Service (RUS) in order to assess the environmental impacts of constructing extensions to their water distribution and wastewater collection systems. The Township Supervisors have submitted a Water Supply Permit Application to the Pennsylvania Department of Environmental Protection in order to extend the water distribution system. They plan to extend a recently constructed wastewater collection system in a later phase of this project. The total construction proposed for the project will consist of installing approximately 30,000 lineal feet of water distribution lines and 30,000 lineal feet of small diameter, low pressure sewer lines and appurtenances.

It is anticipated the project will be financed primarily by RUS. Following construction, all businesses and residences having access to the utilities will be required by ordinance to connect to the systems. The monthly user rates shall be approximately $40.00 for water and $37.00 for sewer. Required tap fees shall be approximately $700.00 for water and $800.00 for sewer.

I have enclosed a project narrative and a 7.5-minute, USGS map illustrating the project area. Please review the information and provide comments to this office within 30 days for inclusion in the Uniform Environmental Report. If you have any questions or require additional information, please do not hesitate to contact me at your convenience.

Very truly yours,

NORTHWEST ENGINEERING, INC.

Max Stanisch

Max Stanisch
Project Manager

Enclosure
Cc Farmington Township

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R.D. #1, P.O. Box Q, Tidioute PA 16351 • Ph. 814-484-3504 or 1-800-652-0568 • Fax 814-484-7595
E-Mail Address: nwemail@nwengineering.com

Northwest Engineering, Inc.
Consultants and Civil Engineers

CERTIFIED MAIL 7002 0460 0002 5709 3164

March 26, 2003

Thomas O. Oyler, Jr.
Department of Agriculture
Bureau of Farmland Preservation
2301 N. Cameron Street
Harrisburg PA 17110-9408

Subject: Uniform Environmental Review
State Route 66 Water & Sewer Extension Project
Farmington Township, Clarion County, PA

Dear Mr. Oyler:

Farmington Township is in the process of performing an Environmental Review pursuant to the National Environmental Policy Act for USDA, Rural Utilities Service (RUS) in order to assess the environmental impacts of constructing extensions to their water distribution and wastewater collection systems. The Township Supervisors have submitted a Water Supply Permit Application to the Pennsylvania Department of Environmental Protection in order to extend the water distribution system. They plan to extend a recently constructed wastewater collection system in a later phase of this project. The total construction proposed for the project will consist of installing approximately 30,000 lineal feet of water distribution lines and 30,000 lineal feet of small diameter, low pressure sewer lines and appurtenances.

It is anticipated the project will be financed primarily by RUS. Following construction, all businesses and residences having access to the utilities will be required by ordinance to connect to the systems. The monthly user rates shall be approximately $40.00 for water and $37.00 for sewer. Required tap fees shall be approximately $700.00 for water and $800.00 for sewer.

I have enclosed a project narrative and a 7.5-minute, USGS map illustrating the project area. Please review the information and provide comments to this office within 30 days for inclusion in the Uniform Environmental Report. If you have any questions or require additional information, please do not hesitate to contact me at your convenience.

Very truly yours,

NORTHWEST ENGINEERING, INC.

Max Stanisch

Max Stanisch
Project Manager

Enclosure
Cc Farmington Township

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E-Mail Address: nwemail@nwengineering.com

Northwest Engineering, Inc.
Consultants and Civil Engineers

CERTIFIED MAIL **7002 0460 0002 5709 3188**

March 26, 2003

Clarion County Planning
Courthouse
Clarion PA 16214

Subject: Uniform Environmental Review
State Route 66 Water & Sewer Extension Project
Farmington Township, Clarion County, PA

To Whom It May Concern:

Farmington Township is in the process of performing an Environmental Review pursuant to the National Environmental Policy Act for USDA, Rural Utilities Service (RUS) in order to assess the environmental impacts of constructing extensions to their water distribution and wastewater collection systems. The Township Supervisors have submitted a Water Supply Permit Application to the Pennsylvania Department of Environmental Protection in order to extend the water distribution system. They plan to extend a recently constructed wastewater collection system in a later phase of this project. The total construction proposed for the project will consist of installing approximately 30,000 lineal feet of water distribution lines and 30,000 lineal feet of small diameter, low pressure sewer lines and appurtenances.

It is anticipated the project will be financed primarily by RUS. Following construction, all businesses and residences having access to the utilities will be required by ordinance to connect to the systems. The monthly user rates shall be approximately $40.00 for water and $37.00 for sewer. Required tap fees shall be approximately $700.00 for water and $800.00 for sewer.

I have enclosed a project narrative and a 7.5-minute, USGS map illustrating the project area. Please review the information and provide comments to this office within 30 days for inclusion in the Uniform Environmental Report. If you have any questions or require additional information, please do not hesitate to contact me at your convenience.

Very truly yours,

NORTHWEST ENGINEERING, INC.

Max Stanisch
Project Manager

Enclosure
Cc Farmington Township

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DEPARTMENT OF ENVIRONMENTAL PROTECTION

ENVIRONMENTAL PROTECTION

START FILE

BUREAU/PROGRAM: Clean Water

DIVISION:

COUNTY/MUNICIPALITY: 16909

PROGRAM: CW-PLG 05/03 - 02/08

CASE NAME: FARMINGTON TWP STP CLARION

FILE: Comp 3M

PERMIT #: K6-06-105

K6-06-105.

RECEIVED
FEB 21 2007
ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

Farmington Township
Clarion County, Pennsylvania

Crown
Sanitary Sewer Extension

SEWAGE FACILITIES PLANNING MODULE
FOR
MINOR ACT 537 UPDATE REVISION

Component 3m

December 2006

RECEIVED
AUG 31 2007
ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

Prepared by.

NORTHWEST ENGINEERING, INC.
Consultants and Civil Engineers

P.O. Box Q, Tidioute PA 16351
(814) 484-3504 TEL (814) 484-7595 FAX

K 6 - 0 6 - 1 0 5

SEWAGE FACILITIES PLANNING MODULE FOR MINOR ACT 537 UPDATE REVISION

Component 3m

FARMINGTOWN TC NSHIP
CLARION COUNTY, PA

PROPOSED CROWN SEWER EXTENSION PROJECT

The following Sections letters correspond to the Sections set forth in DEP Form 3800-FM-WSWM0353m, Rev. 11/2002.

A. PROJECT INFORMATION

See DEP form.

B. CLIENT (MUNICIPALITY) INFORMATION

See DEP form.

C. SITE INFORMATION

See DEP form.

D. PROJECT CONSULTANT INFORMATION

See DEP form.

RECEIVED
AUG 3 1 2007
ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

E. AVAILABILITY OF DRINKING WATER SUPPLY

See DEP form.

F. PROJECT NARRATIVE

The proposed project is an extension of sewer facilities to serve 10 residential EDUs in the village of Crown and 10 seasonal/residential EDUs between the villages of Crown and Leeper. The total number of EDUs is 20. The proposed project will connect to the proposed facilities that were approved in an April 2006 3M Module for the Crown and Leeper South Sanitary Sewer Extension Project. Construction bids for the Crown and Leeper South Sanitary Sewer Extension Project will be opened in December of 2006. There are no commercial development projects currently being planned for either of these two areas. The proposed sewer facilities are low-pressure sewer pipelines, with each household

K6-06-105.

having a grinder pump. The proposed sewer pipeline will be constructed adjacent to the highway right-of-way whenever possible.

The connection to the system for the Crown area will take place at the intersection of McCloskey Drive and Lencer Drive. The connection to the system for the area between Crown and Leeper will take place at the intersection of SR 66 and Hollow Lane approximately 1.2 miles northeast of the village of Leeper.

Based on 200 GPD per EDU (due to the fact that approximately 40% of the EDUs are seasonal), the projected additional flows are 4,000 GPD, or 0.004 MGD.

G. SEWAGE DISPOSAL NEEDS IDENTIFICATION

Township sewage enforcement personnel have completed a survey of the two areas and have found numerous malfunctioning on-lot systems. See attached Sanitary Survey and related correspondence.

H. EXISTING WASTEWATER FACILITIES

See DEP form.

I. PROPOSED WASTEWATER FACILITIES

1. The immediate projected flow from the proposed extension is estimated to be 0.004 MGD. The 5-year projected flow from the extension area is estimated to be 0.005 MGD, based on a growth factor of 1.2.

2. *Plot Plan*: See map with pertinent features shown.

3. *Wetland Protection*:

The mapping attached to this report shows wetlands noted on the United States Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) mapping, as well as hydric soils listed by the Natural Resources Conservation Service soils mapping combined with sketches of the proposed wastewater collection and treatment facilities (see Appendix). In general, identified wetlands are along the existing streams or where roadways penetrate swampy areas. Wetland areas exist within both areas of the project.

Direct impact of utility line construction on wetland resources should be limited to wetlands adjacent to necessary stream crossings and immediately adjacent to roadways.

The Project Engineer will utilize qualified professionals to identify and permit encroachment of jurisdictional wetlands during the design phase. Jurisdictional wetlands include those that have the defined characteristics of wetlands (as per U.S. Army Corps of Engineers and U.S. Fish & Wildlife Service guidelines), but appear too small to be identified on the NWI mapping. The Project Owners and Designers desire to avoid construction

K6-06-105

activity in jurisdictional wetlands. The extensive use of pressure sewer construction techniques and directional boring allows greater design flexibility to reroute sewer construction to avoid jurisdictional wetlands. Where water or sewer lines must penetrate wetland areas permits will be obtained from the PADEP and the USACOE for the stream and wetland crossings. The conditions outlined in the permit will be adhered to.

The number of wetland crossings is minimized. However, the encroachment of some wetland area may be unavoidable due to topography and locations of highways and structures, etc. Direct impacts will be temporary and localized since construction activities only involve the placement of sewer utility lines (buried) and no other structures. The following paragraphs are taken directly from the E&S Control Plan, which is to be strictly adhered to by the contractor responsible for installation of the sewer line.

1. If deemed necessary by the engineer, the contractor shall place a protective mat over the area where the excavation equipment will be setting in order to prevent sinking or other adverse affects to the wetland.

2. Trench plugs shall be installed as needed.

3. When removing soil from the trench, the contractor shall segregate the soils by stockpiling different soil types separately. All stockpiles shall be located away from the wetland area. When placing backfill into the trench, the contractor shall place each respective soil type back in its original position.

4. Permanent stabilization shall consist of applying Formula E (Annual Ryegrass).

5. In some cases, directional boring will be utilized for pipeline installation to avoid wetland impacts.

In these ways, wetlands of the project area will be either avoided or restored to their original condition. There are no foreseeable adverse permanent impacts to the environment as a result of this project.

4. *Primary Agricultural Land Protection*:

Prime Agricultural Lands will be disturbed during this project. However, upon completion of this project, any prime agricultural lands that were disturbed during construction will be returned to their original condition. The proposed sewage collection facilities will be located underground and will have no adverse impact on the land's ability to sustain farming.

K6-06-105

5. *Stormwater Management Impacts*:

It is not believed that the project is in an area addressed by a stormwater management plan. However, this project will increase neither the flow rate nor the flow volume leaving any particular site. Whether pervious or impervious, all disturbed areas will be returned to their original conditions.

6. *PNDI Consistency*:

Documentation is attached relative to PNDI requirements. No potential conflicts were identified.

7. *Comprehensive Plan Consistency*:

To the Township's knowledge, this project is consistent with the Clarion County Comprehensive Plan. This module is subject to review by the County Planning Department.

8. *PHMC Coordination*:

The Cultural Resource Notice and response letter from PHMC is attached. No adverse impacts are anticipated on historical or archeological resources as a result of this project.

9. *Additional Requirements for Penn vest Projects*:

See Uniform Environmental Review (UER).

J. ALTERNATIVE SEWAGE FACILITIES ANALYSIS

The chosen method for sewage disposal for this project is a low-pressure collection system with each EDU having a grinder pump. The project will serve approximately 20 EDUs. The primary land use in the project areas is residential. The present method of sewage disposal is primarily on-lot systems that consist of septic tanks and drain fields. There are also several wildcat sewers. The land adjacent to the project areas is primarily agricultural or forested land with very few homes.

Other sewage collection technologies that were considered include an all gravity sewer system and a combination gravity-pressure system. These options were ruled out quickly for several reasons. A gravity system would require multiple centralized pumping stations due to the topography of the areas. It would also likely require using backyards for the main line. The proposed low-pressure system will use the more direct route along the highway right-of-way and cause less disturbance. And while a combination collection system would work in these areas, is not economically feasible due to the need for large centralized pumping stations. The low-pressure sewage collection system was chosen because it has the lowest up-front capital cost and lowest environmental impact. Both the gravity

and combination systems would be very expensive to construct given the small EDU base and the need for multiple centralized pump stations.

Low-pressure systems are being commonly used in applications such as these. They are adequate for both short and long term. The Township will be the owner of the system and will be responsible for operation and maintenance of the system. A key component of low-pressure systems is grinder pumps. The Township, not the homeowner, will be responsible for maintenance on the grinder pumps.

K. CHAPTER 94 CONSISTENCY DETERMINATION

See DEP form.

L. INSTITUTIONAL EVALUATION

Farmington Township will be the entity which will be responsible for design, permitting, constructing, owning, and operating the proposed facilities. As part of this system, they will be responsible for operation and maintenance of the individual grinder pumps. This is the option that makes the most sense. The Township is already the owner of the collection and treatment system that serves the Tylersburg and Leeper areas of the Township. This project is an extension of that system.

M. PROJECT COST AND FUNDING ANALYSIS

See next several pages. Also refer to DEP 3m form for the Cost and Funding Information table.

The proposed sewage extension project will be funded in combination with a project which extends potable water service to the same areas. The funding agency is most likely RUS. The water and sewer extension project is to be funded as one project as proposed by RUS. The assumed RUS offer would include 50% grant, 44% loan and 6% local share. Assumptions are based on the most recent RUS funding offer for the current water and sewer extension project in Farmington Township. The current project has a 52% grant, 44% loan, 6% local share funding breakdown. The loan/grant breakdown is as follows based on a sewer equivalent dwelling unit (EDU) number of 20:

Grant	$117,000 (50%)
Loan	101,000 (44%)
Local Share ($800 Tap Fee)	16,000 (6%)
Total	$234,000

Northwest Engineering, Inc.
Consultants and Civil Engineers
RD #1, P.O. Box Q
Tidioute PA 16351
Tel (814) 484-3504 Fax (814) 484-7595

FAX TRANSMITTAL

DATE: 20-Aug-07

TO: Gerald Berg / DEP

SUBJECT: Crown Water & Sewer Extension
Farmington Township, Clarion County

FAX NO. 814-797-2706

FROM: Harold C. Bloomgren, Jr.

Number of pages including cover sheet: 2

Message:

As per your request, attached is a revised Project Implementation Schedule. If you have any questions or comments, please feel free to contact me.

☒ **NO HARD COPY WILL FOLLOW.** If enclosures are not as noted, kindly notify us at once or notify us if you want a hard copy.

☐ **HARD COPY WILL FOLLOW BY:**

☐ U.S. Postal Service
☐ Federal Express
☐ United Parcel Service
☐ Personal Delivery
☐ Other

Anticipated Sewer Rate

Rural Utility Service

Monthly Debt Service	$23.00
Monthly O & M	$17.00
Monthly User Fee	$40.00

PENNVEST (See Attached Financial Assistance Simulator Printout)

Monthly User Fee	$49.00

N. PROJECT IMPLEMENTATION SCHEDULE

DESCRIPTION	DATE
Approval of 3m Module	August 2007
Submit DEP permit application	January 2008
Secure DEP permits	May 2008
Receive Construction Bids	July 2008
Begin Construction	October 2008
Complete Construction	December 2009
System Operational	January 2010

O. PUBLIC NOTIFICATION REQUIREMENT

See attachments.

P. ADDITIONAL CHAPTER 71 PLANNING ELEMENTS

N/A.

Q. PLANNING AGENCY REVIEW

See attachments.

R. RESOLUTION OF ADOPTION

See attachments.

K6-06-105.

Anticipated Sewer Rate

Rural Utility Service

Monthly Debt Service	$23.00
Monthly O & M	$17.00
Monthly User Fee	$40.00

PENNVEST (See Attached Financial Assistance Simulator Printout)

Monthly User Fee	$49.00

N. PROJECT IMPLEMENTATION SCHEDULE

DESCRIPTION	DATE
Approval of 3m Module	February 2007
Submit DEP permit application	March 2007
Secure DEP permits	June 2007
Receive Construction Bids	July 2007
Begin Construction	October 2007
Complete Construction	December 2008
System Operational	January 2008

O. PUBLIC NOTIFICATION REQUIREMENT

See attachments.

P. ADDITIONAL CHAPTER 71 PLANNING ELEMENTS

N/A.

Q. PLANNING AGENCY REVIEW

See attachments.

R. RESOLUTION OF ADOPTION

See attachments.

Financial Assistance Simulator (FAS)

K6-06-105

Project Options

County: Clarion County

Municipality: Farmington township

Ownership: Public

Sub-Type: Sewer/Storm

Parameters

Total Project Cost: 234000

Contributions: 0

Equity: 0

TAP Fees: 16000

Previous Advance Funding: 0

O & M Cost: 4080

Debt Cost: 0

Percent Residential: 100

No. of HouseHolds Served: 20

Current User Rate: 0

Debt Cost:

Please enter the amount of existing annual debt service associated with the system. (in accordance with most current financial statement)

Recalculate Reset

Results

Loan Amount	$124,203.23
Grant Amount	$93,796.77
Interest Rate (First Period) (%)	1.000
Interest Rate (Second Period) (%)	1.000
Loan Term Period (Months)	240
Resulting Rate	$580.19

FARMINGTON TOWNSHIP, CLARION COUNTY
CROWN SEWER LINE EXTENSION - PHASE II
Cost Estimate - November 14, 2006

K6-06-105.

SOUTH McCLOSKEY DRIVE AREA

SEWER

No.	Item Description	Unit	Est. Quan.	Unit Price	Total Price
1	Pressure Service Connections	EA	10	900.00	9,000
2	2" Shutoff Valves	EA	3	800.00	2,400
3	2" Check Valves	EA	3	700.00	2,100
4	2" Double Cleanout w/Containment	EA	2	2,300.00	4,600
5	2" Terminal Cleanout w/Air Release Valve and Vacuum Release w/Containment	EA	1	2,200.00	2,200
6	2" HDPE Pressure Sewer Pipe	LF	2,500	21.00	52,500
7	Grinder Pumps	EA	10	1,800.00	18,000
	SUBTOTAL SEWER				**$90,800**

$90,800/10 = $9,080/EDU

SR 66 CAMP AREA

SEWER

No.	Item Description	Unit	Est. Quan.	Unit Price	Total Price
1	Pressure Service Connections	EA	10	900.00	9,000
2	2" Shutoff Valves	EA	1	800.00	800
3	2" Check Valves	EA	1	700.00	700
4	2" Double Cleanout w/Containment	EA	2	2,300.00	4,600
5	2" Terminal Cleanout w/Air Release Valve and Vacuum Release w/Containment	EA	1	2,200.00	2,200
6	2" HDPE Pressure Sewer Pipe	LF	2,700	21.00	56,700
7	Grinder Pumps	EA	10	1,800.00	18,000
	SUBTOTAL SEWER				**$92,000**

$92,000/10 = $9,200/EDU

TOTAL CONSTRUCTION COSTS	**$182,800**
PER EDU CONSTRUCTION COSTS (20 EDUs)	**$9,140**
Contingency (10%)	**$18,200**
Delivery Costs (18%)	**$33,000**
TOTAL PROJECT COSTS (20 EDUs)	**$234,000**
	$11,700/EDU

3800-FM-WSWM0353m Rev. 11/2002

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

Code No.
NS-06-105

SEWAGE FACILITIES PLANNING MODULE FOR MINOR ACT 537 UPDATE REVISION

Component 3m. Municipal or Authority Sponsored Minor Sewage Collection Project

(Return completed module package to appropriate municipality)

DEP USE ONLY				
DEP CODE #	CLIENT ID #	SITE ID #	APS ID #	AUTH ID #
NS-06-105	116000	532057	607816	671580

This document provides a simplified planning format for municipalities and municipal authorities proposing the construction of a sewer extension primarily serving existing development. Typically, this format would be used for projects involving the extension of sewer service to no more than 100 equivalent dwelling units (EDUs) and where the majority of the project serves existing development. For projects where more than 50 percent of the proposed customers will result from new land development, a Component 3 Sewage Facilities Planning Module would typically be used. For larger projects or if the project would involve the construction or modification of a wastewater treatment facility, then a general Act 537 Update Revision, meeting all of the requirements of Title 25 Pennsylvania Code, Chapter 71 § 72.21, is appropriate.

DEP staff will make a final determination as to the appropriate type of planning for a given project based on the review of a plan of study. Eligibility for a grant to offset the cost of planning will be determined by DEP staff based upon review of a *Task/Activity Report* (3800-FM-WSWM0005). The project sponsor submits both documents. **DO NOT** use this form without coordinating with your local DEP staff. Refer to the instructions.

This planning document, along with any other documents specified in the cover letter, must be completed and submitted to the municipality with jurisdiction over the project site for review and approval. All required documentation must be attached for the Sewage Facilities Planning Module to be complete. Refer to the instructions for help in completing this component.

A. PROJECT INFORMATION (See Section A of instructions)

1. Project Name

   Crown Sewage Extension Project

2. Brief Project Description

   Extend sewer lines to serve 20 existing EDU's in the Crown area and between Crown and Leeper in Farmington Twp.

B. CLIENT (MUNICIPALITY) INFORMATION (See Section B of instructions)

Municipality Name	County	City	Boro	Twp
Farmington Township	Clarion	☐	☐	☒

Municipality Contact - Last Name	First Name	MI	Suffix	Title
Mellon	Nancy			Secretary

Additional Individual - Last Name	First Name	MI	Suffix	Title
Frederick	Gene			Chairman

RECEIVED
AUG 31 2007
ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

Municipality Mailing Address Line 1	Mailing Address Line 2		
PO Box 148	32691 Route 66		
Address Last Line - City		**State**	**ZIP+4**
Leeper		PA	16233

Phone + Ext.	FAX (optional)	Email (optional)
814-744-8523	814-744-8523	

56-06-105.

C. SITE INFORMATION (See Section C of instructions)

Site Name Crown				
Site Location Line 1		Site Location Line 2		
Site Location Last Line - City	State	ZIP+4	Latitude	Longitude
Detailed Written Directions to Site Crown is north of Leeper along SR 66				
Description of Site				

Site Contact - Last Name Mellon	First Name Nancy	MI	Suffix	Phone 814-744-8523	Ext.
Site Contact Title Township Secretary		Site Contact Firm (if none, leave blank)			
FAX 814-744-8523		Email			
Mailing Address Line 1 PO Box 148		Mailing Address Line 2 32691 Route 66			
Mailing Address Last Line – City Leeper		State PA		ZIP+4 16233	

D. PROJECT CONSULTANT INFORMATION (See Section D of instructions)

Last Name Fiscus	First Name Jed	MI A	Suffix EIT	
Title Project Manager	Consulting Firm Name Northwest Engineering, Inc.			
Mailing Address Line 1 RD 1 PO Box Q		Mailing Address Line 2		
Address Last Line - City Tidioute	State PA	ZIP+4 16351	Country USA	
Email jfiscus@nwengineering.com	Phone 814-484-3504	Ext.	FAX 814-484-7595	

E. AVAILABILITY OF DRINKING WATER SUPPLY (See Section E of instructions)

The project will be provided with drinking water from the following source: (Check appropriate box)

- ☐ Individual wells or cisterns.
- ☒ A proposed public water supply.
- ☐ An existing public water supply.

If existing public water supply is to be used, provide the name of the water company and attach documentation from the water company stating that it will serve the project.

Name of water company: Farmington Township

F. PROJECT NARRATIVE (See Section F of instructions)

☒ A narrative has been prepared as described in Section E of the instructions and is attached.

The applicant may choose to include additional information beyond that required by Section E of the instructions.

☒ G. SEWAGE DISPOSAL NEEDS IDENTIFICATION (See Section G of instructions)

Conduct sanitary and water supply surveys per DEP's publication entitled *Sewage Disposal Needs Identification*. This is highly recommended for all projects. It is required if PENNVEST funding is to be sought for the project, or if required by DEP as indicated by the checked box opposite this item.

H. EXISTING WASTEWATER FACILITIES (See Section H of instructions)

1. COLLECTION SYSTEM

Provide requested information concerning the existing treatment facility.

a. Name of existing collection system Farmington Township Wastewater Collection System

Clean Streams Law Permit Number 1600408

b. Name of interceptor LPS C3 (McCloskey Rd.), FM-B (Rt. 66)

Clean Streams Law Permit Number 1600408

2. WASTEWATER TREATMENT FACILITY

Provide requested information concerning the existing treatment facility.

Name of existing facility Farmington Township WWTP

NPDES Permit Number for existing facility PA0223042

PROPOSED WASTEWATER FACILITIES (See Section I of instructions)

1. Provide an estimate of the immediate and five year projected flow from the proposed sewer extension. Address the capacity for this flow in the existing conveyance and treatment facilities in terms of the most recent wasteload management annual report for these facilities.

2. **PLOT PLAN**

The following information is to be submitted on a plot plan or map of the proposed project that clearly reflects the relationship between the proposed facilities and the identified features.

a. Existing and proposed buildings.

b. Lot lines and lot sizes.

c. Adjacent lots.

d. Existing and proposed sewerage facilities.

e. Show tap-in or sewer extension to the point of connection to existing collection system.

f. Existing and proposed water supplies and surface water (wells, springs, ponds, streams, etc.)

g. Existing and proposed rights-of-way.

h. Existing and proposed streets, roadways, access roads, etc.

i. Any designated recreational or open space area

j. Wetlands - from National Wetland Inventory Mapping and USGS Hydric Soils Mapping.

k. Flood plains or Floodprone area soils, floodways, watercourses, water bodies (from Federal Flood Insurance Mapping)

l. Prime Agricultural Land.

m. Any other facilities (pipelines, power lines, etc.)

n. Orientation to north.

I. PROPOSED WASTEWATER FACILITIES (continued)

3. WETLAND PROTECTION

YES NO

a. ☒ ☐ Are there wetlands in the project area? If yes, indicate these areas on the plot plan as shown in the mapping or through on-site delineation.

b. ☒ ☐ Are there any construction activities (encroachments, or obstructions) proposed in, along, or through the wetlands? If yes, Identify any proposed encroachments on wetlands and identify whether a General Permit or a full encroachment permit will be required. If a full permit is required, address time and cost impacts on the project. Note that wetland encroachments should be avoided where feasible. Also note that a feasible alternative **MUST BE SELECTED** to an identified encroachment on an exceptional value wetland as defined in Chapter 105. Identify any project impacts on HQ or EV streams and address impacts of the permitting requirements of said encroachments on the project.

4. PRIMARY AGRICULTURAL LAND PROTECTION

a. ☒ ☐ Will your project involve the disturbance of any prime agricultural lands? If "yes" indicate any alternatives to this disturbance that were considered and the reasons they were not deemed feasible. Identify any primary or secondary impacts of the project on the Commonwealth's prime agricultural lands. Evaluate alternatives to avoid or mitigate undesirable impacts. The selected sewage facilities plan must be consistent with local measures in place to protect prime agricultural lands.

5. STORMWATER MANAGEMENT IMPACTS:

a. ☐ ☒ Will the project impact an area covered by a DEP approved County Stormwater Management Plan? If yes show that the proposed facilities are consistent with that plan.

6. PENNSYLVANIA NATURAL DIVERSITY INDEX (PNDI) CONSISTENCY:

☒

If the box is checked, then contact the agency with jurisdiction over the identified rare, endangered or threatened species and document that the agency has concurred with measures to protect said species. If the box is not checked, then include documentation that a PNDI search was requested and a response received.

☒ The required PNDI material is attached.

7. COMPREHENSIVE PLAN CONSISTENCY:

☒ A narrative and mapping to show that the proposed project is consistent with any comprehensive plan developed under the Pennsylvania Municipalities Planning Code (Act 247) is attached. Document that the proposed project is consistent with land use and all other requirements stated in the comprehensive plan.

8. COOPERATION WITH PA. HISTORICAL AND MUSEUM COMMISSION (PHMC):

☒ A copy of DEP's "Cultural Resource Notice" and map which were sent to the Commission and a copy of the Commission's response are attached. Note that the Commission may require archeological surveys if federal funds, including PENNVEST, will be used in the project. If PENNVEST funds are to be used, DEP cannot recommend the project to PENNVEST for consideration until any required surveys have been done and the project has been "cleared" by the Commission.

9. ADDITIONAL REQUIREMENTS FOR PENNVEST PROJECTS:

☒ A copy of the additional information is attached. If PENNVEST funding is to be sought for the project, address these additional items in terms of any project impacts and measures to avoid or mitigate same.

- Cost Effectiveness
- Air quality
- Floodplains
- Wild and scenic rivers
- Coastal zone management
- Socio-economic impacts

- Water supplies
- Other environmentally sensitive areas

J. ALTERNATIVE SEWAGE FACILITIES ANALYSIS (See Section J of instructions)

☒ An alternative sewage facilities analysis has been prepared as described in Section J of the instructions and is attached.

The applicant may choose to include additional information beyond that required by Section J of the instructions.

K. CHAPTER 94 CONSISTENCY DETERMINATION (See Section K of instructions)

☒ Projects that propose the use of existing municipal collection, conveyance or wastewater treatment facilities, or the construction of collection and conveyance facilities to be served by existing municipal wastewater treatment facilities must be consistent with the requirements of Chapter 94 of DEP's rules and regulations (relating to Municipal Wasteload Management). If more than one municipality or authority will be affected by the project, please obtain the information required in this section for each. Additional sheets may be attached for this purpose.

1. Project Flows 4,000 gpd

2. Total Sewage Flows to Facilities

   a. Enter average and peak sewage flows for each proposed or existing facility as designed or permitted.

   b. Enter the present average and peak sewage flows for the critical sections of existing facilities.

   c. Enter the average and peak sewage flows projected for 5 years through the critical sections of existing facilities which includes existing, proposed, or future projects.

   To complete the table, refer to Section K of instructions.

	a. Design and/or Permitted Capacity (gpd)		b. Present Flows (gpd)		c. Projected Flows in 5 years (gpd)	
	Average	Peak	Average	Peak	Average	Peak
Collection	43200	43200	6000	9000	31000	34000
Conveyance	100000	345600	28000	34000	47000	56000
Treatment	100000	100000	28000	34000	47000	56000

3. Collection and Conveyance Facilities

   The questions below are to be answered by the sewer authority, municipality, or agency responsible for completing the Chapter 94 report for the collection and conveyance facilities. These questions should be answered in coordination with the latest Chapter 94 annual report and the above table.

   This project proposes sewer extensions or tap-ins. Will these actions create a hydraulic overload within five years on any existing collection or conveyance facilities that are part of the system? ☐ Yes ☒ No

   a. If yes, this sewage facilities planning module will not be accepted for review by the municipality, delegated local agency and/or DEP until all inconsistencies with Chapter 94 are resolved or unless there is an approved plan and schedule granting an allocation for this project. A letter granting allocations to this project under the plan and schedule must be attached to the module package.

   b. If no, the sewer authority, municipality, or agency responsible for completing the Chapter 94 report for the collection and conveyance facilities must sign below to indicate that the collection and conveyance facilities have adequate capacity and are able to provide service to the proposed development in accordance with Chapter 94 requirements and that this proposal will not affect this status.

   c. Collection System

   Name of Agency, Authority, Municipality Farmington Township

   Name of Responsible Agent Gene Frederick

   Agent Signature _____

   Date 7/7/07

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d. Conveyance System

K6-06-105

Name of Agency, Authority, Municipality Farmington Township

Name of Responsible Agent Gene Frederick

Agent Signature

Date 2/7/07

K. CHAPTER 94 CONSISTENCY DETERMINATION (continued)

4. Treatment Facility

The questions below are to be answered by the facility permittee in coordination with the information in the table and the latest Chapter 94 report.

This project proposes the use of an existing wastewater treatment plant for the disposal of sewage. Will this action create a hydraulic or organic overload within 5 years at that facility? ☐ Yes ☒ No

a. If yes, this planning module for sewage facilities will not be reviewed by the municipality, delegated local agency and/or DEP until this inconsistency with Chapter 94 is resolved or unless there is an approved plan and schedule granting an allocation for this project. A letter granting allocations to this project under the plan and schedule must be attached to the planning module.

b. If no, the treatment facility permittee must sign below to indicate that this facility has adequate treatment capacity and is able to provide wastewater treatment services for the proposed development in accordance with Chapter 94 requirements and that this proposal will not impact this status.

c. Name of Agency, Authority, Municipality Farmington Township

Name of Responsible Agent Gene Frederick

Agent Signature

Date 2/7/07

L. INSTITUTIONAL EVALUATION (See Section L of instructions)

☒ An institutional evaluation is attached. Identify the entity which will design, obtain necessary permits, construct, own and operate the proposed facilities. If a low pressure vacuum or effluent sewer are proposed, discuss purchase, installation, operation and maintenance responsibilities for the individual pumping, valves, tanks, etc.

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M. PROJECT COST AND FUNDING ANALYSIS (See Section M of instructions)

☒ A detailed cost estimate and present worth analysis for the project is attached. Provide a financing plan for the project, identifying the funding source(s) and identifying estimated tap fees and user rates. For projects proposing the use of PENNVEST funds, see Section I. 9. **ADDITIONAL REQUIREMENTS FOR PENNVEST PROJECTS**. Complete the following table:

Cost and Funding Information (Estimated)	
COST	
Construction cost	$ 182,800
Administrative, legal, engineering cost	$ 51,200
Total project cost	$ 234,000
Annual O/M cost	$ 4,080
FUNDING	
Tap-in fees ($ per EDU X no. EDUs)	$ 16,000
Proceeds from primary funding source	$ 218,000
Proceeds from other funding sources	$ 0
USER COSTS	
Initial user base	20 EDUs
Monthly debt service per EDU	$ 23.00
Monthly O/M cost per EDU	$ 17.00
Total estimated monthly user cost per EDU	$ 40.00

N. PROJECT IMPLEMENTATION SCHEDULE (See Section N of instructions)

☒ A project implementation schedule showing milestone dates for submission of DEP permit applications, initiation and completion of construction and any other milestones significant to this particular project is attached to this component

O. PUBLIC NOTIFICATION REQUIREMENT (See Section O of instructions)

☐ Attached is a copy of the public notice. All comments received as a result of the notice are attached.

☐ Municipal response to these comments is attached.

☐ No comments were received. A copy of the public notice is attached.

NB-05-105

☐ P. ADDITIONAL CHAPTER 71 PLANNING ELEMENTS (See Section P of instructions)

a. Additional planning elements are required by DEP.

- N/A
- _____
- _____
- _____
- _____

Q. PLANNING AGENCY REVIEW (See Section Q of instructions)

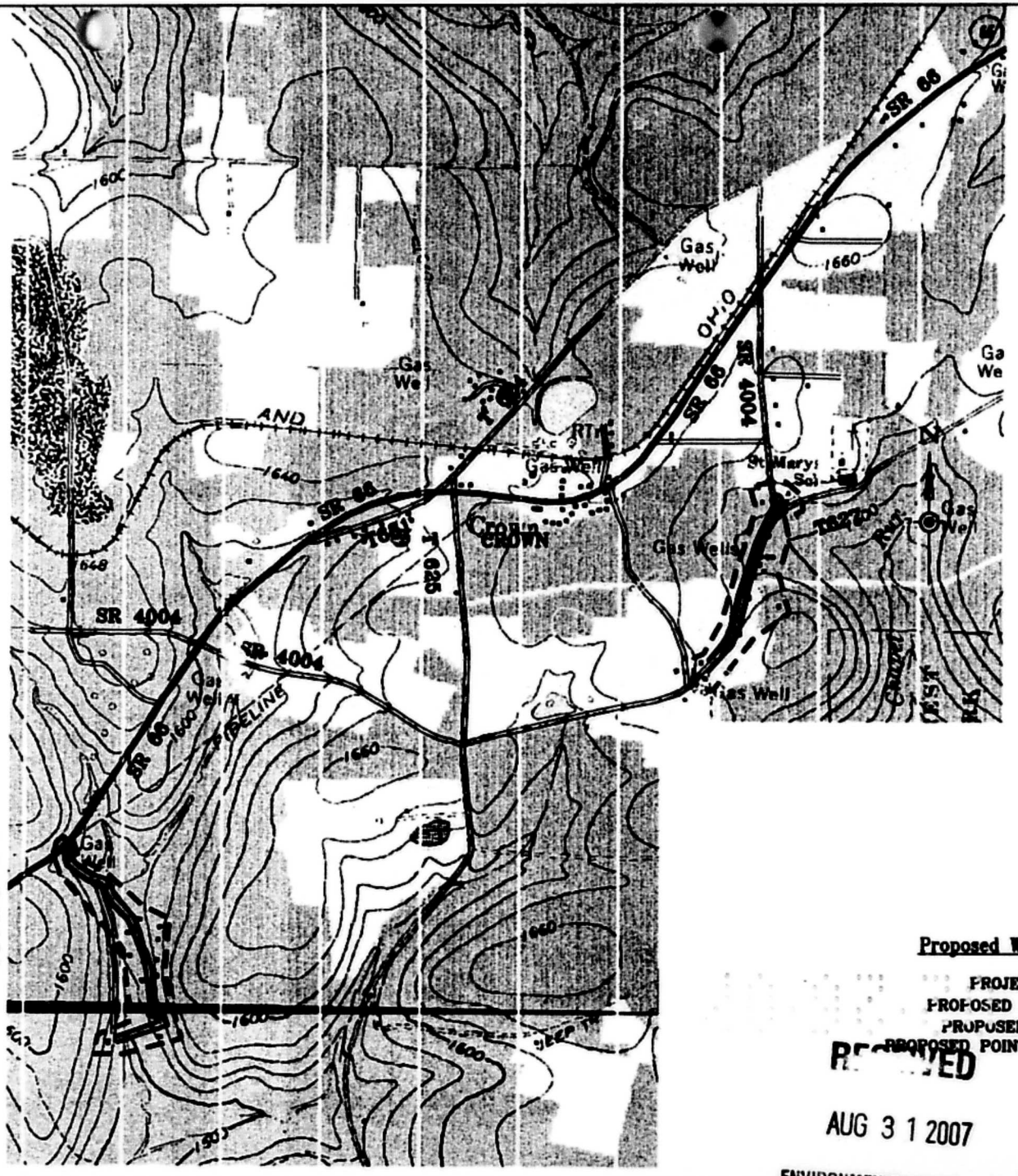
☐ Local Planning Commission comments or Component 4a are attached.

☒ County, Area, Or Region Planning Commission comments or Component 4b are attached.

☐ County or Joint County Health Department comments (if appropriate) or Component 4c are attached.

R. RESOLUTION OF ADOPTION (See Section R of instructions)

☒ An **original**, **signed**, and **sealed** Resolution of Adoption is attached.



NOTE:
1. PROJECT AREA REPRESENTS SERVICE AREA FOR PROPOSED SEWER AND WATER SYSTEM TO BE CONSTRUCTED BY FARMINGTON TWP, CLARION CO.
2. THE ENVIRONMENTAL REVIEW INCLUDES ONLY THOSE AREAS IDENTIFIED AS "PROJECT AREA".
3. TOPOGRAPHY PROVIDED BY U.S.G.S. QUADRANGLES FOR TYLERSBURG, PA. AND LUCINDA, PA.

1500' 0' 1500'

Scale: 1" = 1500'-0"

Farmington Township
Clarion County, Pennsylvania
3M Module Map for

Proposed Water Distribution and Wastewater Collection

PROJECT AREA
PROPOSED PRESSURE SEWER
PROPOSED POTABLE WATER
PROPOSED POINT OF CONNECTION

TOPOGRAPHY MAPPING

Northwest Engineering, Inc.
Consultants and Civil Engineers
Titusville, Pennsylvania
(814) 484-8884

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POOR QUALITY ORIGINAL

K6-06-105.

K6-06-105

Survey Narrative

This sewage needs survey was conducted by Robert J Wynkoop of the Clarion County Sewage Association, which was contracted by Farmington Township for Northwest Engineering. The fieldwork was conducted on November 20th, 2006.

There are seasonal and permanent residential lots intermixed throughout the survey area, The Chapel Drive area is developed with 11 permanent residential lots, and 2 seasonal camp lots in the survey area. The Ochs Hollow area is developed with 10 seasonal camp lots and 1 permanent residential lot.

Weather Information

The weather at the time of the survey was cool (45 degrees) and cloudy with wet soil conditions from recent heavy rains.

System Status Criteria

Confirmed

Sites that observed with visible violations, piped discharges of wastewater and violations/malfunctions reported by residents during the interviews.

Suspected

Sites that exhibited characteristics such as privies, lots with wells that were too small to have sufficient isolation distances to absorbtion areas,

Potential

Sites that were developed prior to system permitting requirements, small lots not exhibiting visible malfunctions, and lots developed on soil types not conducive to in ground systems.

Soils Information

The Chapel drive area is mapped primarily Cookport (Cy) and (Clc) and Dekalb (Dh) and (Dk), north of the Lencer drive intersection, and Ernest stony silt loam south of Lencer.
Typical limiting zones range from 21" to 36" on the lots that have been permitted in the last 15 years.

The Ochs Hollow area is mapped primarily Ernest stony silt loam, and Brinkerton stony silt loam. The characteristics are generally rocky to bouldery and poorly drained, Lot 02.1-9 was recently tested resulting in a denial for on lot. This camp owner intends to make this a permanent residence. A small flow treatment plant is his only olds option

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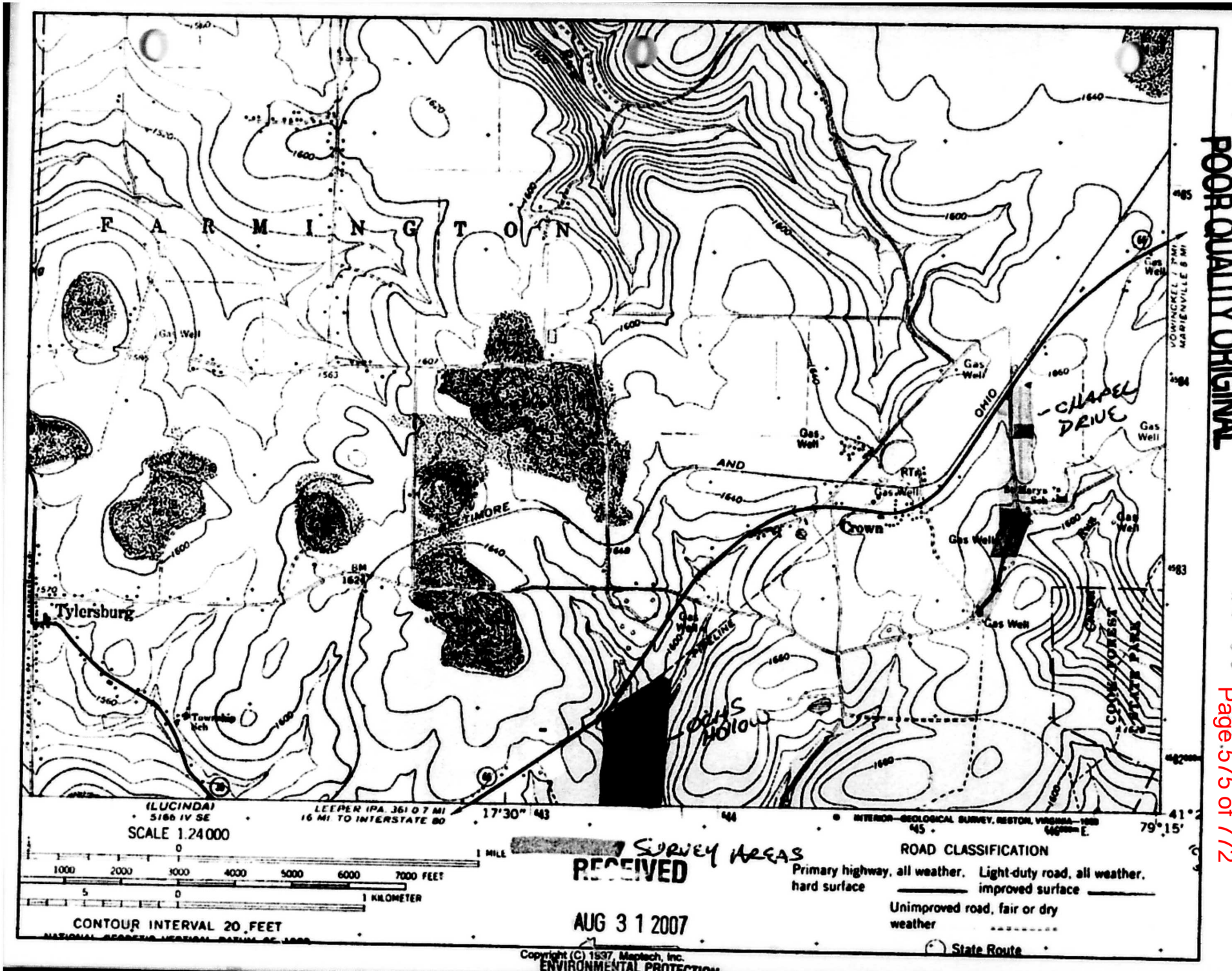
Stream Information

The Chapel Drive area has no perennial or intermittent streams except for an intermittent unnamed tributary to Chapel run south of the Lencer Drive intersection. Lots 03.6-4-1 thru 03.6-10, have the potential to discharge to this tributary.

The Ochs Hollow area surrounds little toby creek which flows north to south. All of these lots potentially drain to this stream.



SURVEY AREAS

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Appendix Q
Page 575 of 772

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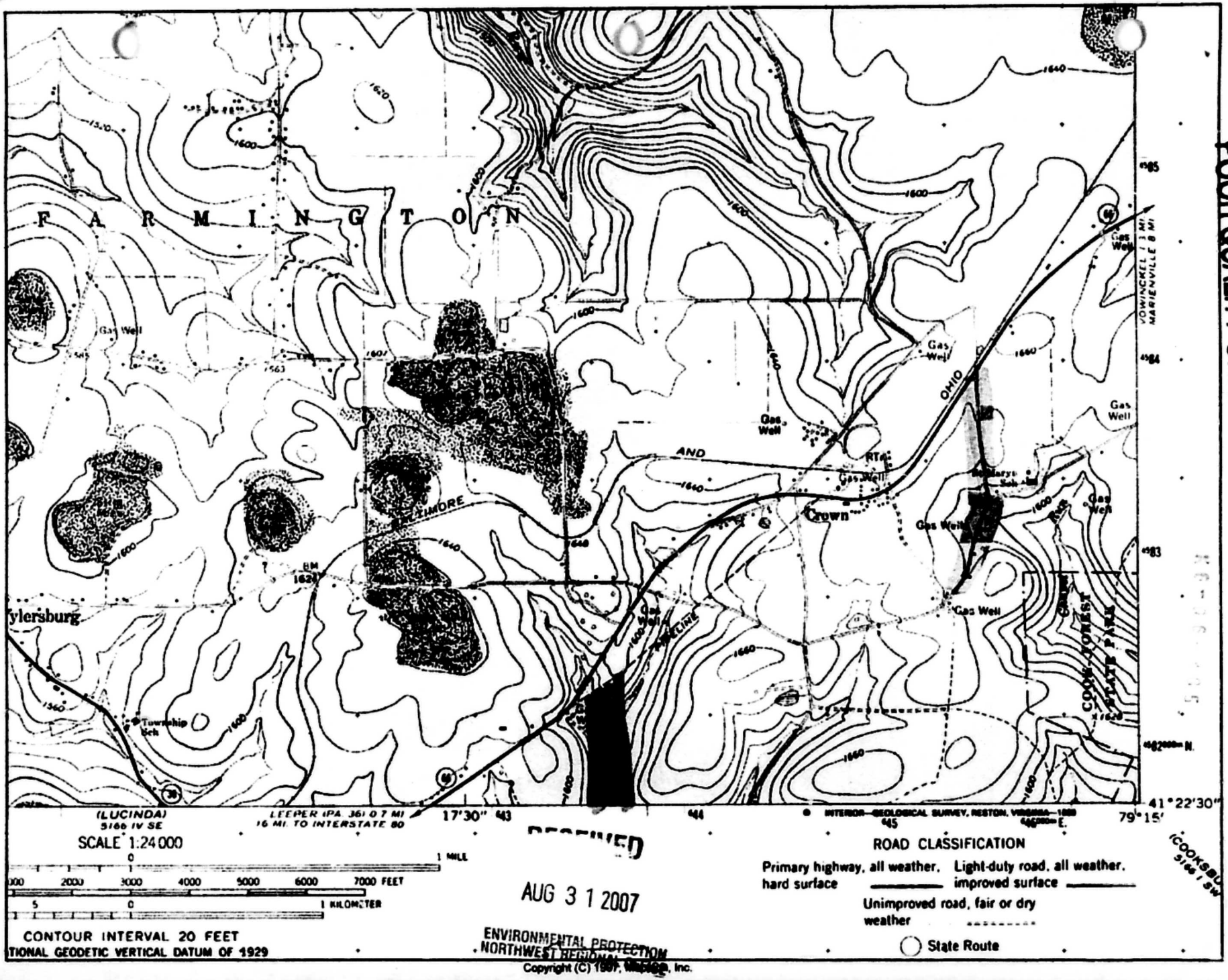
FARMINGTON TOWNSHIP **SURVEY SUMMARY**
20-Nov-06

AREA	Number of developed lots in survey area	Surveyed Interviews Conducted	Number of lots apparently functioning properly	%	Malfunctions / Violations					
					Total Confirmed		Total Suspected		Total Potential	
					#	%	#	%	#	%
CHAPEL DRIVE	14	14 / 10	6	42	2	14	3	21	3	21
OCHS HOLLOW	11	11 / 3	0	0	6	0.54	2	0.18	3	0.27

K6-06-105


F A R M I N G T O N
Gas Well
Crown
OHIO
AND
KIMORE
Tylersburg
Township
Gas Well
Gas Well
Gas Well

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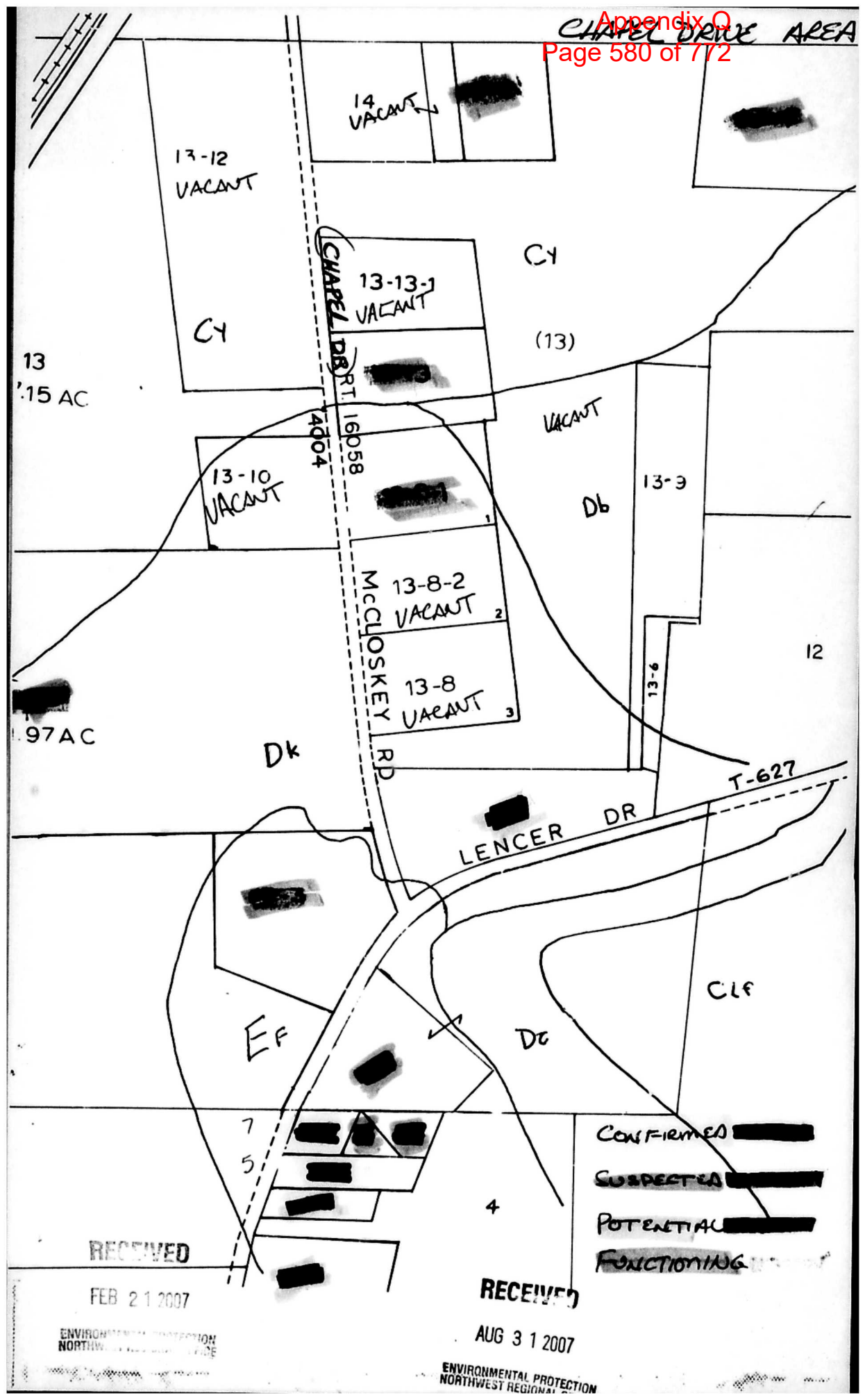
07 FEB 26


CHAPEL DRIVE AREA
14
VACANT
13-12
VACANT
CY
13-13-1
VACANT
CY
(13)
13
.15 AC
CHAPEL DR
RT. 16058
4004
VACANT
13-10
VACANT
Db
13-9
1
McCLOSKEY RD
13-8-2
VACANT
2
13-8
VACANT
3
13-6
12
.97AC
Dk
T-627
LENCER DR
CLF
EF
Dc
7
5
4
CONFIRMED
SUSPECTED
POTENTIAL
FUNCTIONING
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NORTHWEST REGIONAL

DRAWING FOUND HERE

USED FOR DOCUMENTS LARGER THAN 12" X 14"
USE **BLACK** FELT TIP PEN

FILL THIS TARGET OUT COMPLETELY, REPLACE DRAWING WITH IT

~~APERTURE~~
~~CARD IN FILE~~

maps at end of microfiche dk

REFER TO:

CO.	MUN.	PROG. CODE	PERMIT NUMBER	ER-EP-25 (8-81) DEPARTMENT OF ENVIRONMENTAL PROTECTION
1 2	3 4 5	6 7	8 9 10 11 12 13 14 15 16	
1 6	9 0 9	PL G	K 6 - 0 6 - 1 0 5	

CASE NAME

615778

17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40
F A R M I N G T O N T W P S T P C L A R I

FOLIO	SHEET NO.	NO. OF SHEETS	REV NO.	SCALES	IDENTIFICATION CARD FOR MICROFILMING
41 42	43 44 45	46 47 48	49 50		
		0 0 1		05/03 . 02/08	

ATTACH COMPLETED ID CARD TO DRAWINGS, AND MOVE DRAWINGS TO BACK OF BOX.

PLEASE USE OTHER FORM ON DRAWINGS!

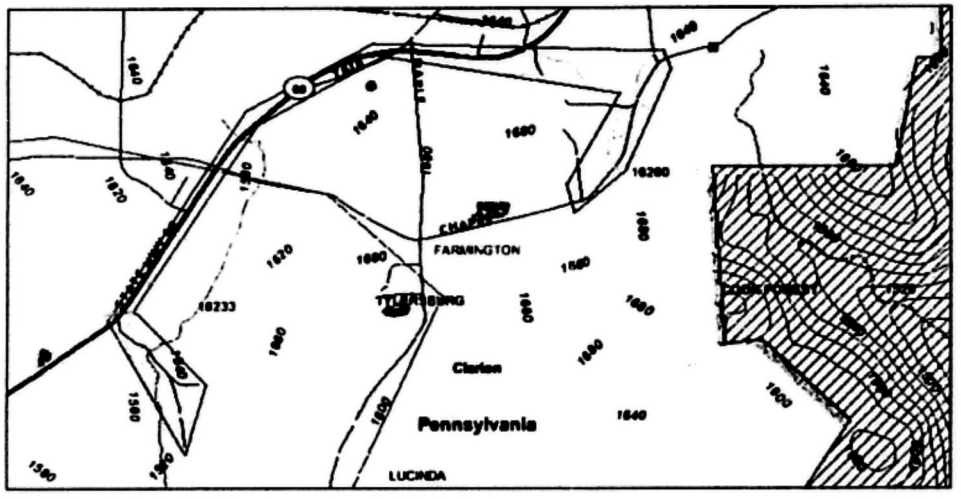
DEP Drawing found here Created on 11/3/1999 6:10 AM

K6-06-105.

PNDI Project Environmental Review Receipt

Project Search ID: 20061114064451
Project Name: Crown Additional Sewer Extension Phase II
Date: 11/14/2006 11:05:38 AM

Project Location



Location Accuracy

Project locations are assumed to be both precise and accurate for the purposes of environmental review. The creator/owner of the Project Review Receipt is solely responsible for the project location and thus the correctness of the Project Review Receipt content.

0 Known Impacts

Under the Following Agencies' Jurisdiction:
None

Project Name: Crown Additional Sewer Extension Phase II
On Behalf Of: Self
Project Search ID: 20061114064451
Date: 11/14/2006 11:05:29 AM
# of Potential Impacts: 0
Jurisdictional Agency:
Project Category: Waste Transfer, Treatment, and Disposal,Liquid waste/Effluent,Sewer line (new - construction in new location)
Project Location
Decimal Degrees: 41.37965 N, -79.28411 W
Degrees Minutes Seconds: 41° 22' 46.8" N, 79° 17' 2.8" W
Lambert: -348903.58077427, 871469.40811509 ft
ZIP Code: 16233,16260
County: Clarion
Township/Municipality: FARMINGTON
USGS 7.5 Minute Quadrangle ID: 407
Quadrangle Name: TYLERSBURG
Project Area: 106.3 acres

APPLICANT INITIALS: JAF

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PNDI Project Environmental Review Receipt

Project Search ID: 20061114064451
Project Name: Crown Additional Sewer Extension Phase II
Date: 11/14/2006 11:05:38 AM

Pennsylvania Natural Diversity Inventory (PNDI) records do **NOT** indicate any known impacts on special concern species and resources within the project area. DEP requires a signed copy of this receipt with permit applications being submitted as indication that an environmental review has been conducted and completed. See DEP PNDI policy at www.naturalheritage.state.pa.us for more information.

Based on the information you provided, no further coordination is required by the Pennsylvania Game Commission, the Pennsylvania Fish and Boat Commission, or the Pennsylvania Department of Conservation and Natural Resources with regard to special concern species, natural communities, or outstanding geologic features. This response does not reflect potential agency concerns regarding impacts to other ecological resources, such as wetlands.

Based on the project-specific information you provided, no impacts to federally listed, proposed, or candidate species are anticipated. Therefore, no further consultation under the Endangered Species Act (87 Stat. 884, as amended; 16 U.S.C. 1531 *et seq.* is required with the U.S. Fish and Wildlife Service. Because no take of federally listed species is anticipated, none is authorized. For a list of species that could occur in your project area (but have not been documented in PNDI), please see the county lists of threatened, endangered, and candidate species. A field visit or survey may reveal previously undocumented populations of one or more threatened or endangered species with a project area. If it is determined that any federally listed species occur in your project area, the U.S. Fish and Wildlife Service requires that you initiate consultation to identify and resolve any conflicts. This response does not reflect potential Fish and Wildlife Service concerns under the Fish and Wildlife Coordination Act or other authorities.

These determinations were based on the project-specific information you provided, including the exact project location; the project type, description, and features; and any responses to questions that were generated during this search. If any of the information you provided does not accurately reflect this project, or if project plans change, DEP and the jurisdictional agencies require that another PNDI review be conducted.

This response represents the most up-to-date summary of the PNDI data files and is good for one(1) year from the date of this PNDI Project Environmental Review Receipt.

DISCLAIMER

The PNDI environmental review website is a preliminary environmental screening tool. It is not a substitute for information obtained from a field survey of the project area conducted by a biologist. Such surveys may reveal previously undocumented populations of species of special concern. In addition, the PNDI only contains information about species occurrences that have actually been reported to the Pennsylvania Natural Heritage Program.

Pennsylvania State Programmatic General Permit (PASPGP)

Please note that regardless of PNDI search results, projects requiring a Chapter 105 DEP individual permit or GP 5, 6, 7, 8, 9 or 11 in certain counties (Adams, Berks, Bucks, Chester, Cumberland, Delaware, Franklin, Lancaster, Lebanon, Lehigh, Monroe, Montgomery, Northampton, Schuylkill and York) are required by DEP to comply with the bog turtle habitat screening requirements of the PASPGP.

TERMS OF USE

Upon signing into the PNDI environmental review website, and as a condition of using it, you agreed to certain terms of use. These are as follows:

APPLICANT INITIALS: JAF

PNDI Project Environmental Review Receipt

Project Search ID: 20061114064451
Project Name: Crown Additional Sewer Extension Phase II
Date: 11/14/2006 11:05:38 AM

The web site is intended solely for the purpose of screening projects for potential impacts on resources of special concern in accordance with the instructions provided on the web site. Use of the web site for any other purpose or in any other way is prohibited and subject to criminal prosecution under federal and state law, including but not limited to the following: Computer Fraud and Abuse Act of 1986, as amended, 18 U.S.C. § 1030; Pennsylvania Crimes Code, § 4911 (tampering with public records or information), § 7611 (unlawful use of computer and other computer crimes), § 7612 (disruption of service), § 7613 (computer theft), § 7614 (unlawful duplication), and § 7615 (computer trespass).

The PNHP reserves the right at any time and without notice to modify or suspend the web site and to terminate or restrict access to it.

The terms of use may be revised from time to time. By continuing to use the web site after changes to the terms have been posted, the user has agreed to accept such changes.

This review is based on the project information that was entered. The jurisdictional agencies and DEP require that the review be redone if the project area, location, or the type of project changes. If additional information on species of special concern becomes available, this review may be reconsidered by the jurisdictional agency.

PRIVACY and SECURITY

This web site operates on a Commonwealth of Pennsylvania computer system. It maintains a record of each environmental review search result as well as contact information for the project applicant. These records are maintained for internal tracking purposes. Information collected in this application will be made available only to the jurisdictional agencies and to the Department of Environmental Protection, except if required for law enforcement purposes—see paragraph below.

This system is monitored to ensure proper operation, to verify the functioning of applicable security features, and for other like purposes. Anyone using this system consents to such monitoring and is advised that if such monitoring reveals evidence of possible criminal activity, system personnel may provide the evidence to law enforcement officials. See Terms of Use.
Print this Project Review Receipt using your Internet browser's print function and keep it as a record of your search.

Signature: Jed A. Fiscus

Date: 11/17/06

Project applicant on whose behalf this search was conducted:

APPLICANT

Contact Name:

Address: P.O. Box 148, 32691 Route 66

City, State, Zip: Leeper, PA 16233

Phone: 814-744-8523

Email:

PERSON CONDUCTING SEARCH (if not applicant)

Contact Name: Jed A. Fiscus

Address: P.O. Box Q

City, State, Zip: Tidioute, PA 16351

K6-06-105

APPLICANT INITIALS: JAF

PNDI Project Environmental Review Receipt

Project Search ID: 20061114064451
Project Name: Crown Additional Sewer Extension Phase II
Date: 11/14/2006 11:05:38 AM

Phone: 814-484-3504

Email: jfiscus@nwengineering.com

The following contact information is for the agencies involved in this Pennsylvania Natural Diversity Inventory environmental review process. Please read this entire receipt carefully as it contains instructions for how to contact these agencies for further review of this particular project.

APPLICANT INITIALS: JAF

Appendix Q
Page 586 of 772

K6-06-105.

Commonwealth of Pennsylvania
Pennsylvania Historical and Museum Commission
Bureau for Historic Preservation
Commonwealth Keystone Building, 2nd Floor
400 North Street
Harrisburg, PA 17120-0093
www.phmc.state.pa.us

K6-06-1051

DEC 18 2006

December 13, 2006

RECEIVED

AUG 31 2007

ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

Jed A. Fiscus, E.I.T.
Northwest Engineering, Inc.
R.D. #1, P.O. Box Q
Tidioute, PA 16351

TO EXPEDITE REVIEW USE
BHP REFERENCE NUMBER

Re: File No. ER 04-2525-031-C
USDA Planning Module 3M:
Crown Additional Sewer & Water
Extension Project, Farmington Twp.
Clarion Co.

Dear Mr. Fiscus:

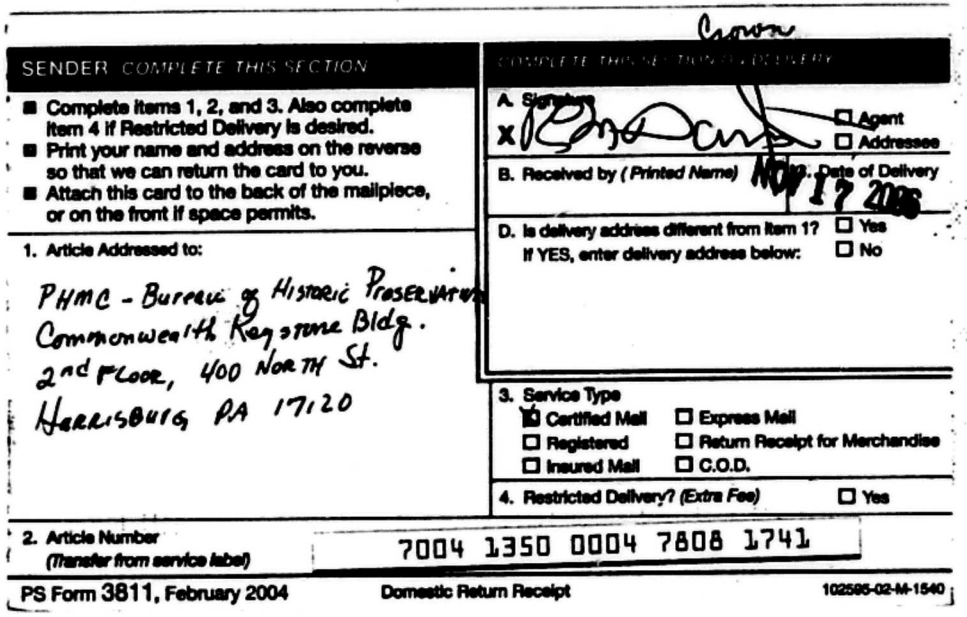
The Bureau for Historic Preservation (the State Historic Preservation Office) has reviewed the above named project in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended in 1980 and 1992, and the regulations (36 CFR Part 800) of the Advisory Council on Historic Preservation. These requirements include consideration of the project's potential effect upon both historic and archaeological resources.

Based on our survey files, which include both archaeological sites and standing structures, there are no National Register eligible or listed historic or archaeological properties in the area of this proposed project. Therefore, your responsibility for consultation with the State Historic Preservation Office for this project is complete. Should you become aware, from any source, that historic or archaeological properties are located at or near the project site, please notify the Bureau for Historic Preservation at (717) 783-8946.

Sincerely,

Douglas C. McLearen, Chief
Division of Archaeology &
Protection

DCM/tmw



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PHMC - Bureau of Historic Preservation
Commonwealth Keystone Bldg.
2nd Floor, 400 North St.
Harrisburg, PA 17120

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) NOV 17 2006 C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7004 1350 0004 7808 1741

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

POOR QUALITY ORIGINAL

K6-06-105

Northwest Engineering, Inc.

Consultants and Civil Engineers

CERTIFIED MAIL 7004 1350 0004 7808 1741

November 16, 2006

PA Historical & Museum Commission
Bureau of Historic Preservation
Commonwealth Keystone Building
2nd Floor, 400 North Street
Harrisburg PA 17120

Subject: Farmington Township, Clarion County
Sewer and Water Extension Project

To Whom It May Concern:

In July of 2004, your office reviewed a plan for an extension to the existing public water and sewer facilities in Farmington Township. Farmington Township is now planning an additional water and sewer extension in Crown at the South McCloskey Drive area and between Crown and Leeper at the State Route 66 camp area. The project(s) will involve installation of approximately 5,200 lineal feet of pressure sewer, and 6,000 lineal feet of water pipeline and appurtenances.

The total disturbed area will for these projects will be 2.5 acres for sewer and 3 acres for water. The actual number of buildings over forty years old located within the project area is unknown. However, there are no plans to modify or disturb any buildings as a result of this project. Therefore, this notice does not include any photographs of buildings.

Enclosed are a completed Cultural Resource Notice, a project narrative, and a 7.5 minute USGS map illustrating the project area. If you have any questions, please do not hesitate to contact our office.

Very truly yours,

NORTHWEST ENGINEERING, INC.

Jed A. Fiscus, E.I.T.
Project Manager

JAF/ceb
Enclosures

O:\WINWORD\FARM-CLR\Crown Phase II Project\3m Phase 4 Additional Areas\PHMC Letter 11-16-06.Doc

R.D. #1, P.O. Box Q, Tidioute PA 16351 • Ph. 814-484-3504 or 1-800-652-0568 • Fax 814-484-7595
E-Mail Address: nwemail@nwengineering.com

K6-06-105

0120-PM-PY0002 Rev. 6/2002

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

CULTURAL RESOURCE NOTICE

DEP USE ONLY
Date Received

Read the instructions before completing this form.

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NORTHWEST REGIONAL OFFICE

SECTION A. APPLICANT IDENTIFIER

Applicant Name	Farmington Township
Street Address	PO Box 148
City	Leeper
State	PA
Zip	16233
Telephone Number	(814) 744-8523
Project Title	Crown Additional Sewer and Water Extension Project

SECTION B. LOCATION OF PROJECT

Municipality: Farmington Townhip | County Name: Clarion | DEP County Code: 16

SECTION C. PERMITS OR APPROVALS

Name of Specific DEP Permit or Approval Requested: Planning Module 3M

Anticipated federal permits:

- ☐ Surface Mining
- ☐ Army Corps of Engineers
- ☐ 401 Water Quality Certification
- ☐ 404 Water Quality Permit
- ☐ Federal Energy Regulatory Commission
- ☐ Other:

SECTION D. GOVERNMENT FUNDING SOURCES

- ☐ State: (Name)
- ☒ Federal: (Name) Rural Utilities Services
- ☐ Local: (Name)
- ☐ Other: (Name)

SECTION E. RESPONSIBLE DEP REGIONAL, CENTRAL, DISTRICT MINING or OIL & GAS MGMT OFFICE

DEP Regional Office Responsible for Review of Permit Application

- ☐ Southeast Regional Office (Conshohocken)
- ☐ Southcentral Regional Office (Harrisburg)
- ☐ Southwest Regional Office (Pittsburgh)
- ☐ District Mining Office:
- ☐ Central Office (Harrisburg)
- ☐ Northeast Regional Office (Wilkes-Barre)
- ☐ Northcentral Regional Office (Williamsport)
- ☒ Northwest Regional Office (Meadville)
- ☐ Oil & Gas Office:

SECTION F. RESPONSIBLE COUNTY CONSERVATION DISTRICT, if applicable.

County Conservation District	Telephone Number, if known
Clarion County Conservation District	(814) 226-4070

SECTION G. CONSULTANT

Consultant, if applicable	Northwest Engineering, Inc.
Street Address	P.O. Box Q
City	Tidioute
State	PA
Zip	16351
Telephone Number	(814) 484-3504

K6-06-105

SECTION H. PROJECT BOUNDARIES AND DESCRIPTION

REQUIRED

Indicate the total acres in the property under review. Of this acreage, indicate the total acres of earth disturbance for the proposed activity.

Attach a 7.5' U.S.G.S. Map indicating the defined boundary of the proposed activity.

Attach photographs of any building over 50 years old. Indicate what is to be done to all buildings in the project area.

Attach a narrative description of the proposed activity.

Attach the return receipt of delivery of this notice to the Pennsylvania Historical and Museum Commission.

REQUESTED

Attach photographs of any building over 40 years old.

Attach site map, if available.

SECTION I. SIGNATURE BLOCK

Applicant's Signature

11/16/06

Date of Submission of Notice to PHMC

K6-06-105

PROJECT NARRATIVE

Farmington Township, Clarion County
Crown Sewer Extension Project

The proposed project is an extension of sewer facilities to serve 10 residential EDUs in the village of Crown and 10 seasonal/residential EDUs between the villages of Crown and Leeper. The total number of EDUs is 20. The proposed project will connect to the proposed facilities that were approved in an April 2006 3M Module for the Crown and Leeper South Sanitary Sewer Extension Project. Construction bids for the Crown and Leeper South Sanitary Sewer Extension Project will be opened in December of 2006. There are no commercial development projects currently being planned for either of these two areas. The proposed sewer facilities are low-pressure sewer pipelines, with each household having a grinder pump. The proposed sewer pipeline will be constructed adjacent to the highway right-of-way whenever possible.

The connection to the system for the Crown area will take place at the intersection of McCloskey Drive and Lencer Drive. The connection to the system for the area between Crown and Leeper will take place at the intersection of SR 66 and Hollow Lane approximately 1.2 miles northeast of the village of Leeper.

Based on 200 GPD per EDU (due to the fact that approximately 40% of the EDUs are seasonal), the projected additional flows are 4,000 GPD, or 0.004 MGD.

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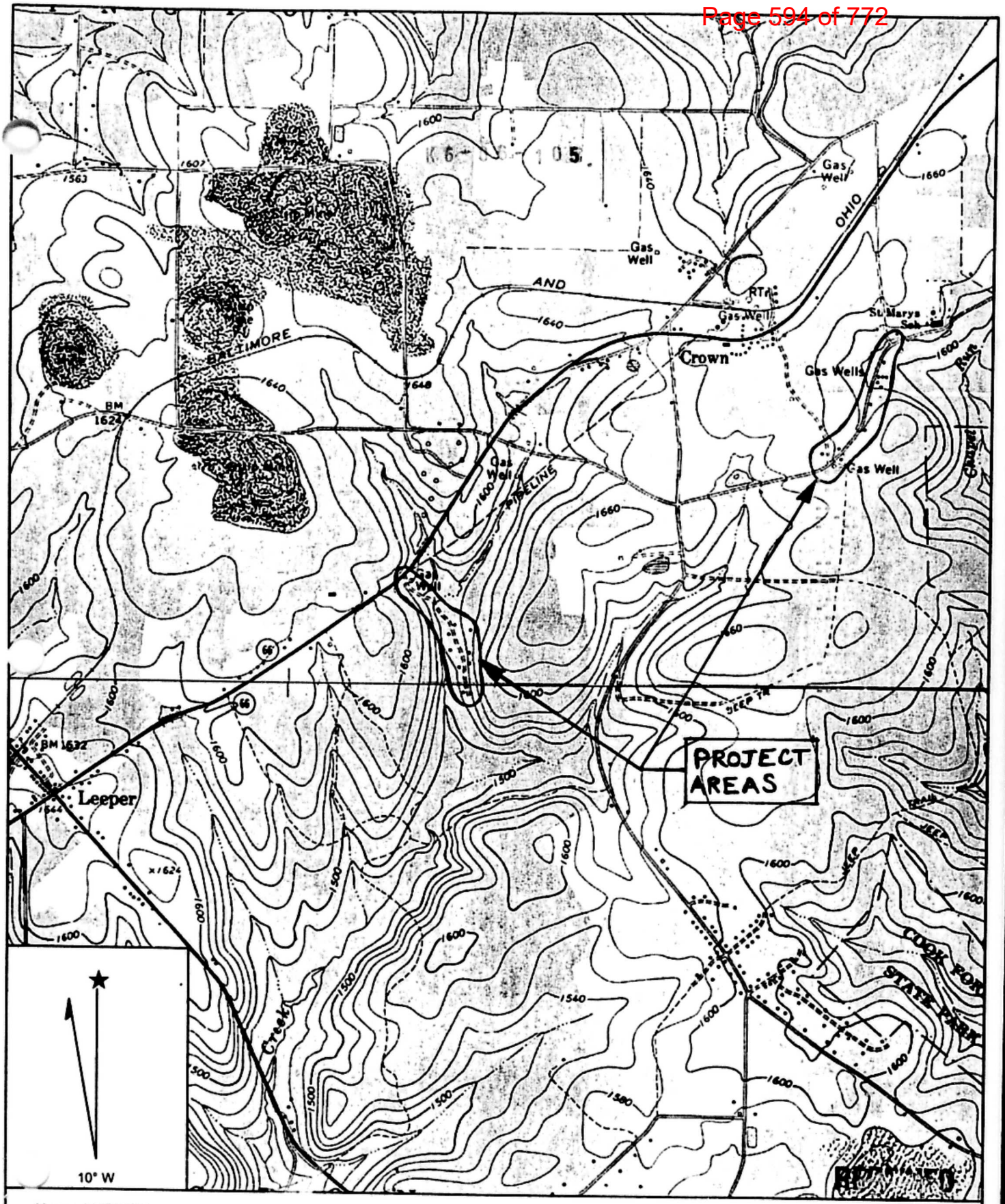
NORTHWEST REGIONAL OFFICE



Name: LUCINDA
Date: 11/14/2006
Scale: 1 inch equals 1818 feet

POOR QUALITY ORIGINAL

location: 41° 22' 41.4" N 079° 16' 48.4" W

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NORTHWEST REGIONAL OFFICE

KC-06-105

COMPONENT 4B – COUNTY PLANNING REVIEW

3800-FM-WSWM0362B Rev. 9/2002

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

DEP Code # K6-06-105

SEWAGE FACILITIES PLANNING MODULE
COMPONENT 4B - COUNTY PLANNING AGENCY REVIEW
(or Planning Agency with Areawide Jurisdiction)

Note to Project Sponsor: To expedite the review of your proposal, one copy of your completed planning package and one copy of this ***Planning Agency Review Component*** should be sent to the existing county planning agency or planning agency with areawide jurisdiction for their comments.

SECTION A. PROJECT NAME (See Section A of instructions)

Project Name

Crown Additional Sewage Extension Project

SECTION B. REVIEW SCHEDULE (See Section B of instructions)

1. Date plan received by county planning agency. 12-08-2006
2. Date plan received by planning agency with areawide jurisdiction _____
   Agency name _____
3. Date review completed by agency 12-08-2006

SECTION C. AGENCY REVIEW (See Section C of instructions)

Yes	No		
☒	☐	1.	Is there a county or areawide comprehensive plan adopted under the Municipalities Planning Code (53 P.S. 10101 *et seq.*)?
☒	☐	2.	Is this proposal consistent with the comprehensive plan for land use?
☒	☐	3.	Does this proposal meet the goals and objectives of the plan? If no, describe goals and objectives that are not met _____
☒	☐	4.	Is this proposal consistent with the use, development, and protection of water resources? If no, describe inconsistency _____
☒	☐	5.	Is this proposal consistent with the county or areawide comprehensive land use planning relative to Prime Agricultural Land Preservation? If no, describe inconsistencies: _____
☒	☐	6.	Does this project propose encroachments, obstructions, or dams that will affect wetlands? If yes, describe impact ENCROACHMENTS - PROTECTIVE MEASURES ARE PROPOSED
☐	☒	7.	Will any known historical or archeological resources be impacted by this project? If yes, describe impacts _____
☐	☒	8.	Will any known endangered or threatened species of plant or animal be impacted by the development project?
☒	☐	9.	Is there a county or areawide zoning ordinance? CLARION COUNTY AIRPORT ZONING
☒	☐	10.	Does this proposal meet the zoning requirements of the ordinance? If no, describe inconsistencies _____

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ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

3800-FM-WSWM0362B Rev. 9/2002

K6-06-105

Yes	No	SECTION C. AGENCY REVIEW (continued)	
☒	☐	11.	Have all applicable zoning approvals been obtained?
☒	☐	12.	Is there a county or areawide subdivision and land development ordinance?
☒	☐	13.	Does this proposal meet the requirements of the ordinance?
			If no, describe which requirements are not met _____
☒	☐	14.	Is this proposal consistent with the municipal Act 537 Official Sewage Facilities Plan?
			If no, describe inconsistency _____
☐	☒	15.	Are there any wastewater disposal needs in the area adjacent to this proposal that should be considered by the municipality?
			If yes, describe _____
☐	☒	16.	Has a waiver of the sewage facilities planning requirements been requested for the residual tract of this subdivision?
☐	☐		If yes, is the proposed waiver consistent with applicable ordinances.
			If no, describe the inconsistencies N/A
☐	☒	17.	Does the county have a stormwater management plan as required by the Stormwater Management Act?
☐	☐		If yes, will this project plan require the implementation of storm water management measures? N/A
		18.	Name, Title and signature of person completing this section:
			Name: Kevin L. Reichard
			Title: County Engineer Signature: [signature]
			Date: 12-12-2006
			Name of County or Areawide Planning Agency: Clarion County Dept. of Planning & Development
			Address: Courthouse, 421 Main Street, Clarion, PA. 16214
			Telephone Number: 814-226-4000

SECTION D. ADDITIONAL COMMENTS (See Section D of instructions)

This Component does not limit county planning agencies from making additional comments concerning the relevancy of the proposed plan to other plans or ordinances. If additional comments are needed, attach additional sheets.

The county planning agency must complete this Component within 60 days.

This Component and any additional comments are to be returned to the applicant.

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AUG 31 2007

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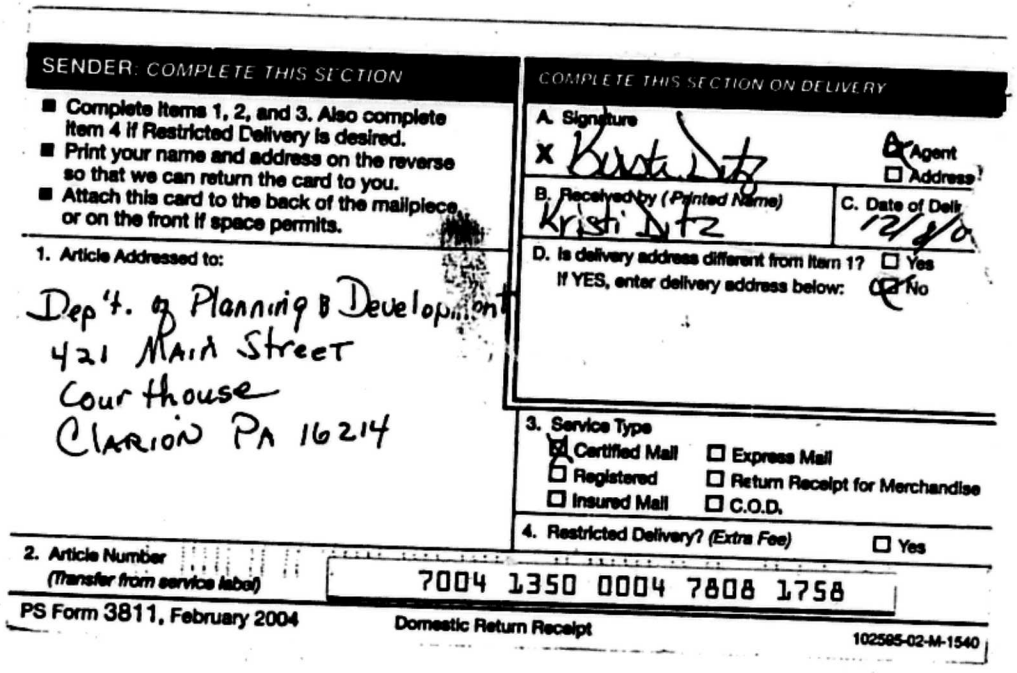
NORTHWEST REGIONAL OFFICE



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Dep't. of Planning & Development
421 Main Street
Courthouse
Clarion PA 16214

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Kristi Lutz
☒ Agent
☐ Address

B. Received by (Printed Name)
Kristi Lutz

C. Date of Deli
12/9/0

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
(Transfer from service label) 7004 1350 0004 7808 1758

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

POOR QUALITY ORIGINAL

K6-00-105.

K6-06-105

K6-06-105.

FARMINGTON TOWNSHIP
CLARION COUNTY, PENNSYLVANIA

NPDES PERMIT NO. PA0223042

CHAPTER 94 ANNUAL REPORT

FOR THE YEAR 2005

K6-06-105

Farmington Township's Chapter 94 Annual Report for the Year 2005 was prepared by:

Farmington Township Board of Supervisors
32691 State Route 66
P.O. Box 148
Leeper, PA 16233
Phone/Fax: (814) 744-8523

By: Nancy D Miller
Secretary/Treasurer

William Hall
Plant Operator

Supervisor

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ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

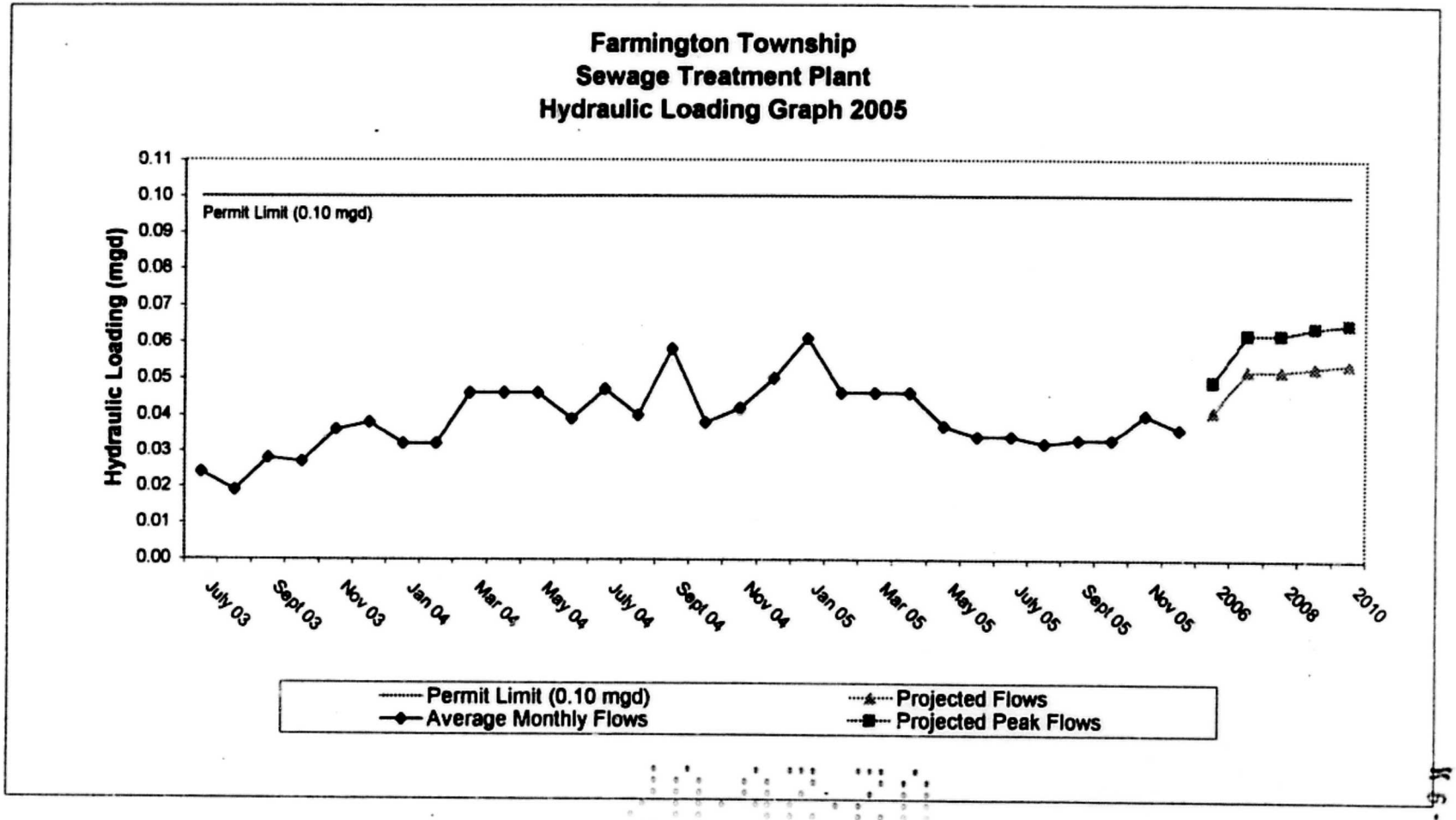
K 6-06-105.

SECTION 1: HYDRAULIC LOADING GRAPH

Farmington Township's sewage treatment plant became operational in 2003. Hydraulic and organic loading data is available from July 2003 through December 2005. The average daily flow for 2003 was 0.028 mgd, the average daily flow for 2004 was 0.043 mgd, and the average daily flow for 2005 was .040 mgd. The plant is designed to handle 0.100 mgd. There are 295 customers in the project area. Two hundred fifty of these were connected to the system in 2003, nineteen additional customers were connected in 2004, and six were connected in 2005. Future flows are expected to increase due to an expansion project scheduled to begin in 2006.

TABLE 1

HYDRAULIC LOADING DATA (MGD)					
Month	2003 Actual	2004 Actual	2005 Actual	2006 Actual	2007 Actual
January					
February		0.032	0.061*		
March		0.032	0.046*		
April		0.046	0.046*		
May		0.046	0.046		
June		0.046	0.037		
July		0.039	0.034		
August	0.024	0.047*	0.034		
September	0.019	0.040*	0.032		
October	0.026	0.058*	0.033		
November	0.027*	0.038	0.033		
December	0.036*	0.042	0.040		
	0.038*	0.050	0.036		
Annual Average Flow	0.028	0.043	0.040		
*Max. 3-month Avg. Daily Flow	0.034	0.048	0.051		
Ratio (Max. 3-mo to Annual Avg.)	1.21	1.12	1.27		



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SECTION 2: ORGANIC LOADING GRAPH

The influent organic loadings on the Farmington Township Sewage Treatment plant for July 2003 through December 2005 are presented graphically on the following page. Data was taken from operational records supplied by the treatment plant operator. The organic load averaged 24.24 lbs/day in 2003, 39.19 lbs/day in 2004, and 65.29 lbs/day in 2005. The plant is designed to handle 187.0 lbs/day.

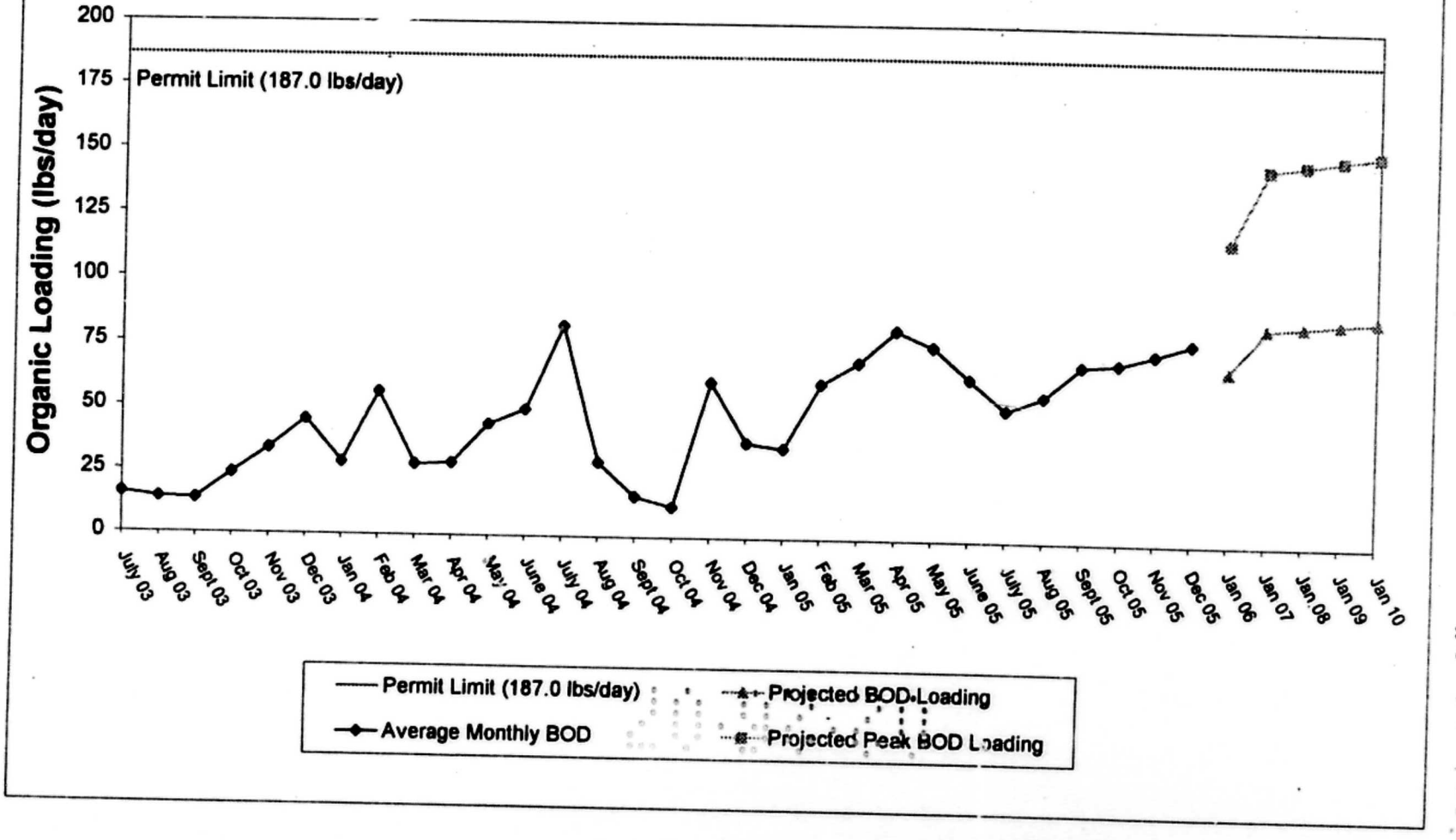
TABLE 2

ORGANIC LOADING DATA (LBS/DAY)

Month	2003 Actual	2004 Actual	2005 Actual	2006 Actual	2007 Actual
January		28.24	35.20*		
February		55.99	60.69*		
March		27.74	69.06*		
April		28.27	81.52		
May		43.50	75.29		
June		49.44	63.32		
July	15.81	81.92	51.47		
August	14.02	29.02	56.71		
September	13.73	15.96	68.81		
October	23.64	12.01	69.85		
November	33.45	60.95*	73.66		
December	44.81	37.24*	77.94		
Annual Average	24.24	39.19	65.29		
Maximum Month	44.81	81.92	81.52		
Ratio (Max. month to Annual Avg.)	1.85	2.09	1.25		

* Nov, Dec 2004 and Jan, Feb, Mar 2005 data was calculated using CBOD instead of BOD

Farmington Township
Sewage Treatment Plant
Organic Loading Graph 2005



K6-06-105

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SECTION 3: DISCUSSION OF HYDRAULIC AND ORGANIC LOADING

The projected flow of 0.041 for 2006 was calculated using the average flow from 2005 and the addition of 10 customers. Projected flows for 2007, 2008, 2009, and 2010 were based on the addition of 70, 5, 5, and 5 customers each year respectively. The projected organic loading was based on the average loading for 2005 and the addition of customers as above. The projected maximums for hydraulic and organic loading were based on the average maximums from 2003, 2004, and 2005.

TABLE 3

HYDRAULIC AND ORGANIC LOADING PROJECTIONS

HYDRAULIC PROJECTIONS	Year 2006	2007	2008	2009	2010
Projected additional customers	10	70	5	5	5
Projected yearly avg. flow (MGD)	0.041	0.052	0.052	0.053	0.054
Maximum 3-month multiplier	1.20	1.20	1.20	1.20	1.20
Projected 3-mo. maximum flow (MGD)	0.049	0.062	0.062	0.064	0.065

ORGANIC LOADING PROJECTIONS	Year 2006	2007	2008	2009	2010
Projected yearly average BOD load (lbs/day)	67.66	84.28	85.47	86.66	87.84
Maximum month multiplier	1.73	1.73	1.73	1.73	1.73
Projected monthly max. BOD load (lbs/day)	117.05	145.80	147.86	149.92	151.96

K6-06-105.

SECTION 4: OVERLOAD CONDITIONS

Not applicable.

SECTION 5: INDUSTRIAL WASTE

Non-residential customers consist of one school, two factories, four restaurants, a medical center, a hair salon, a day care center, and two churches. In addition, a car wash is under construction. Waste from these businesses is primarily from toilet facilities and no problems have been noted at the plant specifically related to these non-residential customers.

SECTION 6: SEWER EXTENSIONS

There were no extensions constructed in the past calendar year. An extension of the system along State Route 66 north to Crown and south to the township line is being designed with construction anticipated to begin in 2006. The inclusion of both areas would add approximately 70 connections to the existing system.

SECTION 7: SEWER SYSTEM MONITORING & MAINTENANCE

The treatment plant operator is responsible for monitoring and maintenance of the wastewater treatment plant and conveyance lines leading to the plant. The water distribution system operator is being trained as a backup wastewater treatment plant operator and the township road crew of three men and equipment are available to aid with maintenance as needed. The plant is being monitored within the provisions of the NPDES permit.

Approximately half of the connections are gravity while the remaining 50% are serviced by individual grinder pumps. The grinder systems are owned by the township and serviced by the plant operator. Due to a manufacturing defect, the ball check valves were replaced on all grinder pump stations (160) in 2005. During this process, all pumps, floats, and wiring were inspected and repairs were made as needed.

Traps were installed in three gravity laterals, including the Leeper Post Office, by property owners because odor from sewer gas was a recurring problem. All three structures were located near manholes where the pressure sewer emptied into gravity lines. Two sump pump flows that were connected to the sewer system were removed.

A 30' x 34' building was constructed over the blowers and chemical dosing tanks in 2004. Doors and electric service were added in 2005. Fencing was modified and driveway was widened to provide easier accessibility for trucks. Driveway was also extended to new building.

An on/off control switch was installed on the Muffin Monster. This control allows the unit to shut down unless the lift station is pumping sewage to the plant. The Muffin Monster is now running approximately 5 hours per day as opposed to 24 hours per day.

A non-contact open channel flow meter was installed in January 2003. W. G. Malden, Inc. serviced and checked calibration on this equipment on September 19, 2005. A copy of the service report is included with this report.

SECTION 8: GENERAL CONDITION OF SYSTEM

The sewer system was newly constructed in 2003; therefore, the entire system is in excellent condition.

SECTION 9: PUMP STATIONS

There is one main pump station located on Sunny Road in Tylersburg. This wet well is 19' deep and 6' wide. The two horizontal, self-priming, centrifugal sewage pumps are designed to handle raw, unscreened, domestic sanitary sewage. These pumps perform under the following operating conditions:

Capacity (gpm)	240
Total Dynamic Head (ft)	50
Total Dynamic Suction Lift (ft)	19
Maximum Repriming Lift (ft)	18.5
Maximum Station Suction Lift (ft)	21
Total Discharge Static Head (ft)	20'

There is also one 14.5' deep by 6' wide gravity fed lift station on State Route 66 north of Leeper at a camper trailer park. This seasonal park contributes little in the way of sewage as it is vacant through the winter. In the summer, most of the units are designed to conserve water; therefore, they generate little outflow. The pumps at this station have a capacity of 100 gallons per minute at 40' TDH at 50% efficiency while pumping raw sewage with a specific gravity of 1.0 at a maximum rotational speed of 1,750 rpm.

K 6 - 0 6 - 1 0 5

The final pump station is located at the treatment plant. This wet well is 16.4' deep by 5' wide. Pumps at this station were selected to perform under the following operating conditions:

Capacity (gpm)	225
Total Dynamic Head (ft)	24.1
Total Dynamic Suction Lift (ft)	TBD
Maximum Repriming Lift (ft)	11.5
Maximum Static Suction Lift (ft)	12.0
Total Discharge Static Head (ft)	22.2
Minimum Submergence Depth (ft)	1.5

All pump stations are equipped with standby generators in case of power failure. The generator at the seasonal trailer park is designed to automatically run weekly for testing purposes. The other generators are manually started periodically to ensure they are functioning properly.

W.G. MALDEN, INC.
P.O. BOX 99, NARVON, PA 17555
PHONE: (717) 768-0800 FAX: (717) 768-0802

K6-06-105

SERVICE REPORT

WILLIAM HALL
FARMINGTON TOWNSHIP WWTP
P.O. BOX 148
LEEPER, PA 19233

SERVICE DATE: 9/19/2005
METER#: 10008157 AA
LOCATION: FARMINGTON WWTP EFFLUENT
SERIAL #: 838130-0002/772914-0009
MANUFACTURER: BADGER/PARTLOW
RECORDER: MRC 5000
TRANSMITTER: 2200
PRIMARY: 90°
MAXIMUM CAPACITY: 100,000 GPD
SERVICE CONTRACT: ANNUAL

WORK PERFORMED

CLEANED EQUIPMENT: X **PRIMARY:** X

RECORDER CALIBRATION **CHECKED AT:** 0, 25, 50, 75 & 100%
ERROR: 0% **CORRECTED ACCURACY:** ± 1%

TOTALIZER CALIBRATION **CHECKED AT:** 0, 25, 50, 75 &100%
ERROR: 0% **CORRECTED ACCURACY:** ± 1/2%

TRANSMITTER CALIBRATION
SIMULATED HEAD RISES AND FLOW MEASUREMENTS
ERROR: 0% **CORRECTED ACCURACY:** ± 1%

COMMENTS: LEFT EQUIPMENT OPERATING PROPERLY.

SERVICE REPRESENTATIVE: Jerry Lawrey **PERSON SEEN:** BILL
copies:

'K6-00-105.

PUBLIC NOTIFICATION REQUIREMENT

No..... Term, 20.....

K6-06-105

Proof of Publication in The Derrick
UNDER ACT NO. 587, APPROVED MAY 16, 1929

STATE OF PENNSYLVANIA,

SS:

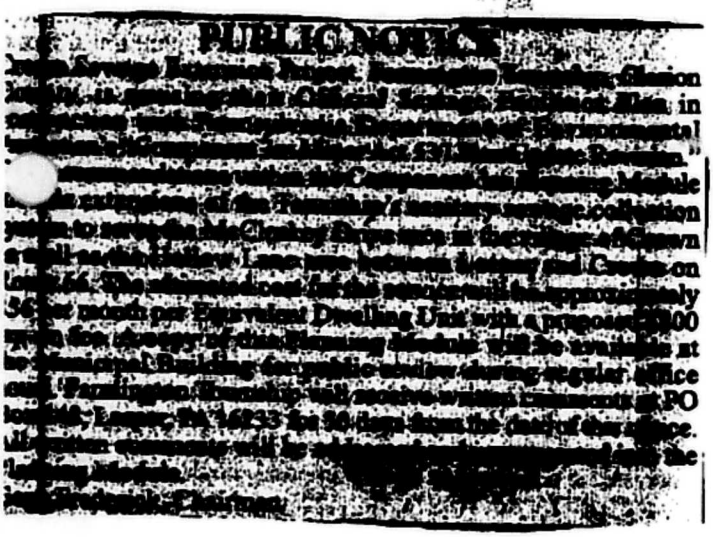
COUNTY OF VENANGO

Edward B. Cowart, of Venango Newspapers, of the County and State aforesaid, being duly sworn, deposes and says that THE DERRICK, newspaper of general circulation published at Oil City, Pa., County and State aforesaid, was established in 1871, since which time THE DERRICK has been regularly issued in said county, and that the printed notice or publication attached hereto is exactly the same as printed in the regular edition and issue of the said THE DERRICK on the following dates., viz:

15th of January, 2007

Affiant further deposes that he is authorized by VENANGO NEWSPAPERS, agent for said THE DERRICK, to verify the foregoing statement under oath, and affiant is not interested in the subject matter of the aforesaid notice or advertisement, and that all allegations in the foregoing statements as to time, place and character or publication are true.

COPY OF NOTICE OF PUBLICATION


PUBLIC NOTICE

Sworn to and subscribed before me this 16th day of Jan., 2007

Barbara J. Moffatt

NOTARIAL SEAL
Barbara J. Moffatt, Notary Public
Oil City, Venango County, Pennsylvania
My Commission Expires April 29, 2008

STATEMENT OF ADVERTISING COST

Farmington Township Supervisors
PO Box 148
Leeper PA 16233

The VENANGO NEWSPAPERS, Dr.
Agent for The Derrick
For publishing the notice or publication attached hereto on the above dates

Probating same

Total

Publisher's Receipt for Advertising Costs

VENANGO NEWSPAPERS, agent for THE DERRICK, hereby acknowledges receipt of the aforesaid notice and publication costs, and certifies that the same have been duly paid.

By _____

POOR QUALITY ORIGINAL

RECEIVED
AUG 31 2007
ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

PUBLIC NOTICE

K6-96-105.

CROWN SEWAGE EXTENSION PROJECT. The Township of Farmington, Clarion County is revising their Official Sewage Facilities Plan in conjunction with Pennsylvania Department of Environmental Protection's (DEP) "Component 3m Minor Act 537 Plan Update Revision." The recommendations within the Component 3m Planning Module include extensions of the Township's sanitary sewage collection system to serve the McCloskey Drive area in the Village of Crown as well as the Hollow Lane area just south of Route 66 between Leeper and Crown. The estimated cost for the service will be approximately $40.00 per month, per household or Equivalent Dwelling Unit (EDU) with an $800 tap-on fee proposed. A copy of this Planning Module will be available at the Farmington Township Building for public review by appointment, which can be made by contacting the Township Secretary at 814/744-8523. Farmington Township will receive written comments for 30 days from the date of this notice. Address written correspondence to: Farmington Township, 32691 Route 66, Leeper, PA 16233. All written comments will be addressed and incorporated into the Planning Module.

Gene Frederick, Chairman
Farmington Township

96-06-105.

No Public Comments Received

K 6-06-105.

RESOLUTION ADOPTING PLAN REVISION

RESOLUTION FOR PLAN REVISION #2007-01

RESOLUTION OF THE SUPERVISORS OF FARMINGTON TOWNSHIP, CLARION COUNTY, PENNSYLVANIA (hereinafter "the municipality").

WHEREAS, Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act," as amended, and the Rules and Regulations of the Department of Environmental Protection (Department) adopted there under, Chapter 71 of Title 25 of the Pennsylvania Code, requires the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters and/or environmental health hazards with sewage wastes, and to revise said plan whenever it is necessary to meet the sewage disposal needs of the municipality, and

WHEREAS, Farmington Township has prepared a Component 3m Sewage Facilities Planning Module which provides sewage facilities in a portion of Farmington Township and the alternative of choice to be implemented is the construction of a sewage collection system to serve the McCloskey Drive area in the Village of Crown area as well as the Hollow Lane area just south of Route 66 between Leeper and Crown. The key implementation activities include submission of permit applications to DEP, application for funding to RUS, and commencement of construction of the system in 2007.

WHEREAS, Farmington Township finds that the Facility Plan described above conforms to applicable zoning, subdivision, other municipal ordinances and plans and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the Supervisors of the Township of Farmington hereby adopt and submit to the Department of Environmental Protection for its approval as a revision to the "Official Plan" of the municipality, the above referenced Facility Plan. The municipality hereby assures the Department of the complete and timely implementation of the said plan as required by law. (Section 5, Pennsylvania Sewage Facilities Act as amended).

I, Nancy S. Mellon, Secretary, Farmington Township Board of Supervisors hereby certify that the foregoing is a true copy of Resolution No. 2007-01, adopted February 7, 20 07.

AUTHORIZED SIGNATURE

Nancy S Mellon

MUNICIPAL SEAL

RECEIVED
AUG 31 2007
ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

Pennsylvania Department of Environmental Protection

230 Chestnut Street
Meadville, PA 16335-3481

FEB 25 2008

Northwest Regional Office

814-332-6942
Fax: 814-332-6121

Ms. Nancy Mellon
Secretary
Farmington Township
P.O. Box 148
Leeper, PA 16233

Re: Planning Module for Crown Sewer Extension
DEP Code No. K6-06-105
Farmington Township, Clarion County

Dear Ms. Mellon:

The Department of Environmental Protection (Department) has reviewed and hereby approves the Sewage Facilities Planning Module Component 3M for the above-captioned sewer project as a revision to Farmington Township's Official Plan.

This project will extend sanitary sewers to approximately 20 EDU located in Crown and also between the Villages of Crown and Leeper, with ultimate connection to the Crown and Leeper Sanitary Sewer Extension Project approved in April 2006. The additional Crown area will connect at the intersection of McCloskey Drive and Lencer Drive. The area between Crown and Leeper will connect at the intersection of SR66 and Hollow Lane.

The approved project will require a Clean Streams Law (CSL) permit for the construction and operation of the proposed sewerage facilities. The permit application must be submitted in the name of the Farmington Township. Approval of this planning module is only approval of the preliminary concept of the proposed project and does not assure that a permit application will be acted upon favorably by the Department. Issuance of a CSL permit will be based upon a technical evaluation of the permit application and supporting information. Starting construction prior to obtaining a permit is a violation of The Clean Streams Law. A CSL permit application is enclosed with the Township's copy of this letter.

Please be advised that the Department has determined that the project may contain wetlands classified as "Exceptional Value" in the area of Toby Creek. Wetlands are classified as Exceptional Value if they are located along the floodplain reach of a "naturally reproducing wild trout stream" as identified by the Pennsylvania Fish and Boat Commission (PFBC). A list of wild trout streams can be found on the PFBC website www.fish.state.pa.us. Exceptional Value wetlands receive special protection and general permits do not apply if encroachments are proposed. Information regarding the requirements for such permits or approvals can be obtained from the Department's Soils and Waterways Section, Meadville Regional Office, at the letterhead address, or by calling 814-332-6984.

With this approval you are encouraged to request a reimbursement planning grant of up to 50% of the eligible costs to prepare this planning module package as an Update to the Official Sewage Plan of Farmington Township. An application is enclosed for your use

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. Section 7514, and the Administrative Agency Law, 2 Pa.C.S. Chapter 5A, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, P.O. Box 8457, Harrisburg, PA 17105-8457, 717-787-3483. TDD users may contact the Board through the Pennsylvania Relay Service, 800-654-5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action unless the appropriate statute provides a different time period. Copies of the appeal form and the Board's rules of practice and procedure may be obtained from the Board. The appeal form and the Board's rules of practice and procedure are also available in braille or on audiotape from the Secretary to the Board at 717-787-3483. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.

IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD (717-787-3483) FOR MORE INFORMATION.

If you have any questions, please contact Gerald Berg at the Knox District Office at 814-797-1191.

PROGRAM WQ CONF. Y/N MICROFICHE Y/N
FILE NAME Farmington Township, Clarion
BREAKDOWN Planning
TYPE Act 537
COUNTY Clarion MUNICIPALITY Farmington Twp
COMMENTS Enclosure

Sincerely,

Ricardo F. Gilson
Regional Manager
Water Management

cc: Harold Bloomgren, Jr., Northwest Engineering, Inc.
Kevin L. Reichard, Clarion County Department of Planning and Development
Ms. Brenda Silvis, Clarion County Sewage Association
Robert Wynkoop, SEO
Mr. Berg
Mr. Patrick Williams
Mr. Zimmerman/Ms. Selby/File/Planning/Correspondence

RFG:CS:ll

Pennsylvania Department of Environmental Protection

230 Chestnut Street
Meadville, PA 16335-3481

FEB 25 2008

Northwest Regional Office

814-332-6942
Fax: 814-332-6121

Ms. Nancy Mellon
Secretary
Farmington Township
P.O. Box 148
Leeper, PA 16233

Re: Planning Module for Crown Sewer Extension
DEP Code No. K6-06-105
Farmington Township, Clarion County

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If you have any questions, please contact Gerald Berg at the Knox District Office at 814-797-1191.

Sincerely,

Ricardo F. Gilson
Regional Manager
Water Management

Enclosure

cc: Harold Bloomgren, Jr., Northwest Engineering, Inc.
Kevin L. Reichard, Clarion County Department of Planning and Development
Ms. Brenda Silvis, Clarion County Sewage Association
Robert Wynkoop, SEO
Mr. Berg
Mr. Patrick Williams
Mr. Zimmerman/Ms. Selby/File/Planning/Correspondence

RFG:CS:ll

COMMONWEALTH OF PENNSYLVANIA
Department of Environmental Protection
Northwest Regional Office
February 12, 2008
Tel: 814-332-6942
Fax: 814-332-6121

SUBJECT: Official Sewage Plan Update
Component 3M
Crown Sanitary Sewer Extension
Farmington Township, Clarion County

TO: Ricardo F. Gilson RFG
Regional Manager
Water Management

FROM: Cynthia A. Selby
Sewage Planning Supervisor
Water Management

and

Gerald A. Berg
Sewage Planning Specialist
Water Management

THROUGH: Michael K. Zimmerman, P.E. MZ
Planning and Finance Chief
Water Management

Attached for your consideration and approval is a Sewage Facilities Planning Module Component 3M proposing to update the Official Sewage Plan of Farmington Township, Clarion County. This Official Sewage Plan Update (Plan) was prepared by Northwest Engineering, Inc., on behalf of the Farmington Township Supervisors.

The Plan proposes to serve 20 EDUs, 10 residential EDU in Crown and an additional 10 seasonal/residential EDU between the villages of Crown and Leeper. The flow estimates of 0.004MGD for this project is based on 200 gpd due to the use of pressure sewers and also includes a growth factor of 20%. Although more than 20 residences were evaluated as part of this project, it is predicted that some of the more dilapidated structures will be removed rather than pay a tap in and monthly sewer bill. In the area of Ochs Hollow, there appears to be an additional 10 lots that have the potential to develop once this project is installed. An immediate build out of this area is not anticipated. This project will connect to the Crown and Leeper Sanitary Sewer Extension Project approved in April 2006. The Crown

area will connect at the intersection of McCloskey Drive and Lencer Drive. The area between Crown and Leeper will connect at the intersection of SR 66 and Hollow Lane.

Approximately 5,200 lineal feet of small diameter-low pressure collection sewers utilizing individual grinder pumps will be installed to replace on-lot systems and wild cat sewers in the area. Farmington Township will be the owner of the new collection system and will be assuming responsibility for maintenance on the proposed system and the grinder pumps. Because Farmington Township currently manages a sewerage system, no additional institutional arrangements will be necessary at this time. Other alternatives considered include gravity sewers and combination gravity-pressure sewers, both of which would require multiple pump stations due to the rolling terrain in the area.

The projected cost of this proposal as presented in the planning document was estimated at $234,000.00, with a projected monthly user rate of $40.00. Financing breakdown assumed a 50% grant ($117.000.00). 44% loan ($101.000.00) and 6% local share ($16,000.00) to cover the cost of the project. The local share consists of an $800 tap fee for each of the 20 homes. This project has been funded by RUS. Linda Thomas of RUS advises that the project was awarded loan money only and was not able to secure grant money. The monthly user rate for the sewage portion of the project is $47.00. The tap fees did not change.

A sanitary survey of the area was conducted by the Clarion County Sewage Association Sewage Enforcement Officer. Two separate areas were evaluated for a total of 25 homes. Of the 25 homes surveyed, the following results were reported with a combined 32% confirmed malfunction rate:

OCHS HOLLOW	**11 EDU**
6 Confirmed	55%
2 Suspected	18%
3 Potential	27%

CHAPPEL DRIVE	**14 EDU**
2 Confirmed	14.2%
3 Suspect	21.4%
3 Potential	21.4%
6 No Problem Noted	43%

Consistency issues for this project appear to be adequately addressed. PNDI results are included which document no potential impacts. Because the search was over a year old, a current search conducted by the Department is also included which indicates no potential impacts by this project. The project will not affect any historic buildings and/or structures, and will not require any archaeological investigations at this time. The US Fish and Wildlife Service also provided comment and will not require any additional information. A UER is included with this submission. At the time the planning module was prepared, PennVEST was being considered as a funding source.

There will be jurisdictional wetland encroachments during construction, but they will be minimized. Encroachment is proposed within areas immediately adjacent to streams and also areas adjacent to roadways crossing swampy areas. In addition, the small diameter piping will require less land disturbance and the use of directional drilling will also reduce impacts. Unavoidable wetland encroachments will be definitively identified during the design phase, permitted by PADEP/USACOE prior to any encroachment, with only temporary and localized impacts projected. Stream crossings will also need to be addressed and permitted. Prime Agricultural lands will be temporarily impacted. Once the lines are installed in the Prime Ag soils, the lands disturbed during construction will be returned to their original condition, thus allowing the land to sustain farming activities. The Pennsylvania Historical and Museum Commission did respond and anticipates no impacts to archeological sites or historic structures by this project.

The project was advertised to allow for public comment; however, no comments were received. Clarion County Department of Planning provided favorable comment in response to the planning module package. Farmington Township does not have a planning commission.

The planning module package also includes a signed, sealed adoption resolution dated February 7, 2007. The implementation schedule has since been updated but a new resolution was not prepared. Thus, the anticipated date of construction referenced in the Adoption Resolution is 12 months out of sync with the projected implementation schedule containing the following milestones:

Permit Application Submission	January 2008
Secure Permits	May 2008
Begin Construction	October 2008
Complete Construction	December 2009
System Operational	January 2010

Toby Creek, a Wild Trout Stream with potential EV Wetlands in flood plains, flows within the Ochs Hollow portion of this project. The information has been shared with Watershed Management. Because of the nature of the project proposing small diameter pressure sewers, construction impacts will be minimal should any EV Wetlands be encountered.

I recommend approval of this Sewage Facilities Plan Update Planning Module Component 3m, and have attached an approval letter for your signature.

Attachment

CS:jb:ll

Northwest Engineering, Inc.
Consultants and Civil Engineers

11-Oct-07

Cynthia A. Selby
Sewage Planning Supervisor
Water Management
Department of Environmental Protection
230 Chestnut Street
Meadville PA 16335

RECEIVED
OCT 15 2007
ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

Subject: Crown Sanitary Sewer Extension
Planning Module Component 3m
Farmington Township, Clarion County
No. K6-06-105

Dear Ms. Selby:

We write you in response to your letter dated September 27, 2007 and our telephone conversation of October 5, 2007 concerning the letter. At your suggestion, we have incorporated various of your comments into a single response.

We will attempt to explain certain of the developments which have occurred in the construction of both sanitary sewer and public water projects in Farmington Township. Several years ago, the Township constructed their first public sewer project (Project No. 1) in an around the Villages of Tylersburg and Leeper. Shortly thereafter, this same area was provided public water service (Project No. 2). During the planning of the first sewer project, certain residents located south of the Village of Leeper requested sanitary service due to sewage problems within that corridor. A sewage complaint was also made to the Township by a large property owner in the Village of Crown, which is located north of Leeper along Route 66. With anticipation of financing (Project No. 3) with RUS funds, the Township began the UER preparation process for the area south of Leeper and the Crown area north of Leeper. During the preparation of the UER for Project No. 3, paid for with residual funds from Project No. 2, additional individuals adjacent the Crown area requested sanitary service. The Township then began the 3m planning process to include the area within the UER, or Project No. 3, plus the additional areas where individuals requested service.

The Township is currently constructing sewers with the Project No. 3 area, with RUS funds. This is the area approved under the UER for Project No. 3 and a portion of the area approved under the 3m module, however, the entire DEP sewage planning area could not be constructed as it was not included in the UER. The Township is anticipating the remaining portion of the Project No. 3 approved planning area will be funded by RUS during Federal Fiscal 2007-08 and constructed in 2008 along with the area within the 3m module you are reviewing, which we call Project No. 4. RUS has approved the UER for Project No. 4.

Again, the UER and the sewage planning areas do not mirror one another. We are providing copies of a map of the areas covered under both UERs and both 3m planning modules.
With the above in mind, we address your questions as follows:

1a. Your statement is correct, as explained above.

b. The planning module referred to in Position 1, Tab 5, page 2 is for a planning module dated October 2004; the UER included both EDUs from the 2004 and 2006 planning modules. Position 1, Tab 5, page 2 should have indicated that the planning module for two of the areas containing 21 EDUs was in the process of being prepared.

c. c. d. and e. explained above.

2. Attached map, UER Area Project No. 3 is under construction, UER Area Project No. 4 is proposed and financing anticipated in 2008 with construction begun the same year.

3. The use of pressure sewers on entire systems or major portions of systems generates waste volumes averaging approximately 120 gallons per EDU. The 200 gpd assigned per EDU should be more than sufficient capacity to accommodate growth and seasonal locations which may experience larger volumes during holidays or peak vacation seasons. Should a seasonal unit become full-time, the 200 gpd should more than accommodate full-time usage.

4.5.6.7. The number of dwelling units within the Ochs Hollow area is declining and it is anticipated that once public sewers are constructed and assessments made, some of the more dilapidated structures will be demolished. In most northwestern Pennsylvania communities, population has decreased over the past 30 years. DEP and RUS have both accepted use of a 20% growth factor when sizing wastewater facilities. This has been a generally accepted practice for at least the past 10 years due to population decline.

It is not known what structures may be eliminated as a result of users paying a monthly user fee and tap fee. Other projects we have implemented have had seasonal residents remove dwellings rather than pay the required user fees. A review of the project area would indicate this is likely the case within the two areas planned for under the current 3m module.

The 3 EDUs shown immediate adjacent to Ochs Hollow are either dilapidated and not habitable or are other than residential structures. There are (10) habitable dwellings in Ochs Hollow today and, according to the Township Administrator, the residual acreage would accommodate (10) additional lots.

The sanitary survey map completed by Mr. Koop in the McCloskey Drive area includes seven homes which are not included in this 3m planning module, rather in the area included in planning module dated October 2004. The number of actual EDUs within the planning area of McCloskey Drive is 11.

8. When the project is approved for design, a wetland delineation will be completed once the location of sewer lines has been determined. Avoidance will be practiced wherever practical and reasonable. A meeting will be held with DEP and County Conservation officials prior to the permitting process being initiated to determine the extent of the permits required.

9. See evaluation attached.

10. Answered above.

11. There is no Farmington Township Planning Commission.

12. No comment required.

13. The Township will likely adopt a revised Implementation Schedule at their meeting scheduled for November 7, 2007. The Resolution will be forwarded to your office.

After your review of this information and the receipt of the Resolution, should you have questions please contact me and we can schedule a meeting.

Very truly yours,

NORTHWEST ENGINEERING, INC.

Harold C. Bloomgren, Jr.
President

HCB/ceb
Enclosures

Cc: Farmington Township, w/enc.

and combination systems would be very expensive to construct given the small EDU base and the need for multiple centralized pump stations.

Low-pressure systems are being commonly used in applications such as these. They are adequate for both short and long term. The Township will be the owner of the system and will be responsible for operation and maintenance of the system. A key component of low-pressure systems is grinder pumps. The Township, not the homeowner, will be responsible for maintenance on the grinder pumps.

K. CHAPTER 94 CONSISTENCY DETERMINATION

See DEP form.

L. INSTITUTIONAL EVALUATION

Farmington Township will be the entity which will be responsible for design, permitting, constructing, owning, and operating the proposed facilities. As part of this system, they will be responsible for operation and maintenance of the individual grinder pumps. This is the option that makes the most sense. The Township is already the owner of the collection and treatment system that serves the Tylersburg and Leeper areas of the Township. This project is an extension of that system.

M. PROJECT COST AND FUNDING ANALYSIS

See next several pages. Also refer to DEP 3m form for the Cost and Funding Information table.

The proposed sewage extension project will be funded in combination with a project which extends potable water service to the same areas. The funding agency is most likely RUS. The water and sewer extension project is to be funded as one project as proposed by RUS. The assumed RUS offer is 93.2% loan and 6.8% local share. The loan/local share breakdown is as follows based on a sewer equivalent dwelling unit (EDU) number of 20:

Loan	$218,000 (93.2%)
Local Share ($800 Tap Fee)	16,000 (6.8%)
Total	$234,000

Anticipated Sewer Rate

Rural Utility Service

Monthly Debt Service	$50.25
Monthly O & M	$17.00
Monthly User Fee	$67.25

PENNVEST (See Attached Financial Assistance Simulator Printout)

Monthly User Fee	$49.00

N. PROJECT IMPLEMENTATION SCHEDULE

DESCRIPTION	DATE
Approval of 3m Module	November 2007
Submit DEP permit application	March 2008
Secure DEP permits	July 2008
Receive Construction Bids	August 2008
Begin Construction	November 2008
Complete Construction	June 2009
System Operational	July 2010

O. PUBLIC NOTIFICATION REQUIREMENT

See attachments.

P. ADDITIONAL CHAPTER 71 PLANNING ELEMENTS

N/A.

Q. PLANNING AGENCY REVIEW

See attachments.

R. RESOLUTION OF ADOPTION

See attachments.

Pennsylvania Department of Environmental Protection

230 Chestnut Street
Meadville, PA 16335-3481
September 27, 2007

Northwest Regional Office

814-332-6942
Fax: 814-332-6121

Ms. Nancy Mellon, Secretary
Farmington Township
P.O. Box 148
Leeper, PA 16233

Re: Crown Sanitary Sewer Extension
Planning Module Component 3m
Farmington Township, Clarion County
No. K6-06-105

Dear Ms. Mellon:

The Department of Environmental Protection is in the process of reviewing the Planning Module Component 3m (PMC), Crown Sanitary Sewer Extension, for Farmington Township, Clarion County. In order for us to complete our review of this project, the following items must be addressed.

1. Information contained in the Environmental Report (ER) submitted with the PMC is not consistent with information found within the PMC.

   a. The proposed project area in the ER is significantly larger that that proposed in the current phase. The ER references 54 EDU with 54 grinder pumps and 17,000 lineal feet of pressure sewer. The PMC indicates 20 EDU in the project area and 5,200 lineal feet of pressure sewer.

   b. Position 1, Tab 5, p.2 indicates this PMC has been adopted by the municipality. The ER is dated October 2006 and the municipal adoption is dated February 7, 2007.

   c. The PMC advises that all sewer construction will be in or immediately adjacent to the road right-of-way, thus minimizing wetland and prime agricultural soil impacts. The ER indicated that some construction might take place in back yards.

   d. The project locations differ on the PNDI Project Environmental Review Receipts found in the PMC and the ER.

   e. The ER refers to a PHMC letter dated July 16, 2006. The letter from PHMC found in the PMC package is dated December 13, 2006.

2. As this project is a phased project, it should be clear throughout the PMC package, any supplemental documents, and also the ER, both in graphic information and text, what facilities are proposed, what facilities are existing, and what facilities are planned and not yet installed.

3. The PMC uses 200 gallons per day (GPD) per equivalent dwelling unit (EDU) with the rationale of seasonal dwellings comprising 40% of the project. What is the basis for 200 GPD and how will facilities be impacted during any Holiday or peak vacation flows? What provisions have been made for any dwellings to become permanent residences once sewage and water become available?

4. The plot plans attached, especially in the Ochs Hollow area, show multiple lots, possibly an additional 50 EDU that are currently vacant but appear to be potential development lots. These should be addressed for future flows and also to assure that there is adequate capacity in the proposed facilities.

5. A growth factor of 1.2 is used. How was this number derived and how does it correlate to area growth trends and/or population data?

6. The number of EDU involved in this project is unclear. The ER states 54. The plot plan, survey area and narrative contain conflicting information about the number of EDU's. Supplemental correspondence mentions the possibility of some structures being removed, however, it is not clear where those are.

	Narrative	Survey	Plot Plan Study Area
Chapel Dr & McCluskey Rd	10	14	9
Ochs Hollow	10	11	11

7. Three EDU's are shown immediately adjacent to the Ochs Hollow portion of the project, but are not part of the study area. They were not surveyed but the status of their existing sewage facilities should be addressed. Likewise, the McCloskey Drive area shows 7 EDU outside the study area and 2 EDU within the study area adjacent to a force main, but it is not clearly stated if they are already connected. They appear to have been included as part of the sanitary survey.

8. The PMC notes that wetlands exist within both project areas. The digitized composite map of wetlands and flood plains does not indicate potential areas of impact. Under Section (I)(3)(b) of the PMC, identify the method to address encroachments, either as a general or a full encroachment permit. If a full permit is required, address the time and cost impacts to the project.

9. Both proposed funding scenarios, RUS and PENNVEST, assume grant money is available. RUS assumes a 50% grant and PENNVEST assumes a 40% grant. What impact would the inability to secure grant funds from either source have on this project?

10. The scope of the project area as indicated by the topographic map for the McCloskey Drive portion of the project appears to include additional area with EDU's that are now not included in the study area. What was the reason for truncating the original scope of the project?

11. There were no planning commission comments included from Farmington Township. If there is not a municipal planning commission, please clearly state that in the PMC package.

12. General housekeeping: Section M on page 5 outlines the percent of funding for grant, loan and local share. The total package adds up to 102 percent.

13. Although an updated schedule for the project has been submitted, this most recent schedule needs to be adopted by Farmington Township with updated schedule date(s) reflected within the adoption. Once all of the above items have been addressed, any additional adjustments to the schedule should be made and then the package should be re-adopted and forwarded to the Department for their review.

Should you have any questions on this matter, please do not hesitate to contact me at the above listed number.

Sincerely

Cynthia A. Selby
Sewage Planning Supervisor
Water Management

cc: Northwest Engineering, Inc.
Mr. Kevin L. Reichard
Mr. Jerry Berg
Mr. Zimmerman/Ms. Selby/File

CAS:jb

PROGRAM _____ CONF. Y/N MICROFICHE Y/N
FILE NAME _____
BREAKDOWN _____
TYPE _____
COUNTY _____ MUNICIPALITY _____
COMMENTS _____

Pennsylvania Department of Environmental Protection

P.O. Box 669
Knox, PA 16232-0669
July 19, 2007

Knox District Office

814-797-1191
Fax: 814-797-2706

Nancy S. Mellon, Secretary
Farmington Township
P.O. Box 148
Leeper, PA 16233

Re: Crown Water & Sewer Extension
Ref. No. K6-06-105
Farmington Township, Clarion County

Dear Ms. Mellon:

The Department has reviewed the above referenced planning module and is returning it to you because it is incomplete. The Department's review of this proposal will not commence until a complete submittal has been received. The module is considered incomplete for the following reasons:

Submit a plot plan of the proposed planning area that contains the information listed below:

- The scale of the plot plan should be sufficient to show the development and adjacent areas and allow the municipality and approving agency to easily identify the required information.
- A good plot plan should show lots in the study area and the proposed and existing sewage facilities. All proposed collection lines must be shown to the point of connection to the existing system.
- Show any wetland areas on the plot plan as they are identified by hydric soils.
- Show prime agricultural land listed by the USDA Natural Resources Conservation Service as "Pennsylvania Prime Farmland Soils," or soils listed as Capability Classification I, II, or III in the USDA Natural Resources Conservation Service Soil Survey.

Please reference all correspondence with the appropriate DEP identification number.

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Please contact me if you have any questions on this matter.

Sincerely,

Gerald A. Berg
Sewage Planning Specialist
Water Management

Enclosure

cc: Northwest Engineering, Inc.
Clarion County Sewage Association
Cyndi Selby
File

Record # _____ Logged and 2-26-07

PMC 3m Sewage Facilities Planning Module- Administrative/Technical Review

To: Ricardo F. Gilson
Regional Manager
Water Management

AUG 3 1 2007

From: Jerry Berg
Sewage Planning Specialist

Date: 8-29-07

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Through: Cyndi Selby
Sewage Planning Supervisor

and Mike Zimmerman
Planning Chief

m.3. 2/21/08

eFACTS Input

Client (Municipality): Farmington Twp. 116000

Site (Project Name): Crown Water & Sewer Extension 532057 SEW

County: Clarion

PMC Code: K6-06-105

mdvl APS: ~~607816~~ 607816

mdvl AUTH: ~~671580~~ 713334

Entered By: Rhonda

Date: 3-1-07

Final Disposed (issued) Date on Authorization Page: _____

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eFACTS Review

Specialist Review	Administrative (task/sub)	Technical (task/sub)	Incomplete (task/sub)
Berg	3-15-07 ADMRV/AC	5-16-07 TECH 1/WQR	7-19-07 ADMRV/CL Rec 8-20-07

Supervisor Review	Technical (task/sub)	Section Chief Review	Decision (task/sub)
Selby 2-7-08	Tech1/MR	m3 M. Zimmerman	2-21-08 DCREV/EVR

Project Tracking

Date Postcard Received 11-21-06

Date PMC Returned Incomplete _____

Date Modules Received 2-26-07

Date Determined Complete 3-15-07

Are coordinates and acreage reasonably consistent between PC and Module?

coordinates ___yes ___no
acreage ___yes ___no

PNDI is enclosed with Ø hits

Project Description

X Phase 4 Sewer Extension _____GPD X Existing EDUs 20 _____ New EDUs

Total Project Cost: $234,000 User Fees: $49.00 or 40. /mon. $800 tap-in

Funding Agency: Rus or Pennvest

Chapter 94 Consistency? X Yes ___ No ___ N/A

32% Confirmed malfunction rate.

RECOMMENDATION X **APPROVE** ___ **DISAPPROVE**

Comments/~~Reasons for disapproval~~ (cite appropriate sections of Chapter 71)

1) During the Phase 3 study it became apparent that these
2) 20 homes/camps should be served with public sewage.
3) A UER is included but not required.
4.) Jurisdictional impacts

ADDRESSES

Municipality
Farmington Township
Gene Frederick, Chm
P.O. Box 148
32691 Route 66
Leeper, PA 16233
(814) 744-8523

Developer
Farmington Township
Nancy Mellon, Sec.
P.O. Box 148
32691 Route 66
Leeper, PA 16233
(814) 744-8523

Authority
Farmington Township
Gene Frederick
Farmington Twp. WWTP
NPDES Number PA 0223042

Consultant
Dale W. Sorensen, EIT
Northwest Engineering, Inc.
R.D.#1, P.O. Box Q
Tidioute, PA 16351
(814) 484-3504
Jed Fiscus EIT

County Planning Commission
Clarion Co. Dept of Planning + Dev.
Kevin L. Reichard, Eng.
Courthouse
421 Main St.
Clarion, PA 16214
(814) 226-4000, EXT. 2803

ECDH ~~Erie County Dept. of Health~~
~~606 West 2nd~~
~~Erie PA 16507~~

Local Agency

Other

Administrative Review

✓ PMC Complete

added info - OK

____ Send PMC 3 Return Letter

Incomplete	OK		
____	✓	A. Project Information	
____	✓	B. Municipal (Client) Info	
____	✓	C. Project (Site) Info	
____	✓	D. Consultant Info	
____	Public	E. Drinking Water	(PROPOSED) OK
____	✓	F. Project Narrative	✓ 1) Type of Project; 20 2) Number of Lots/EDUs; ✓ 3) Proposed Sewage Method; ✓ 4) Population Estimates/Flows; ✓ 5) Location of Connection; ___ 6) Total Acres
____	32% confirmed	G. Sewage Disposal Needs Identification	Chapel Dr - 14% conf. - 21% suspect
		H. Existing Wastewater Facilities	Ochs Hollow - 54% conf. - 18% suspect
____	✓	H1. Collection System	
____	✓	H2. Wastewater Treatment Facility	
		I. Proposed Wastewater Facilities	
____	✓	I1. Immediate & Future Flows- Accurately Projected? Adequate Capacity?	See p. 2 I
____	✓	I2. Plot Plan	___a) Bldgs; ___b) Lots; ___c) Adj. Lots; ___d) Existing Facilities; ___e) Pt. of Connection; ___f) Water Supplies; ___g) R.O.W.s; ___h) Roads; ___i) Open Spaces; ___j) Wetlands; ___k) Floodplains; ___l) Prime Ag; ___m) Utilities; ___n) North
____	See I 3 p 2	I3a. Wetland- Are existing wetlands plotted on map or delineated?	Anticipate jurisdictional wetlands.
____	See I 3 p 2	I3b. Wetland Permits- Are encroachments addressed?	
____	See I 4 p 3	I4. Prime Ag	Any disturbance will be returned to original condition
____	✓	I5. Storm Water Management	No impact / GP or full not identified
____	X hits	I6. PNDI	
____	OK	I7. Comprehensive Plan Consistency- Documentation provided?	
____	✓	I8. PHMC	No archaeological sites, No historic sites
____	Pus Funding	I9. Pennvest- Is EIS attached is Pennvest funding is being sought?	
____	✓	J. Alternative Analysis	✓ 1) Sewage Method; ✓ 2) Adj. Land; ✓ 3) Adj. Needs; ✓ 4) Alt. Considered; ✓ 5) Chosen Method; ✓ 6) Responsibility; ___ 7) Add'l Info
____	✓	K. Chapter 94 Consistency	
____	✓	K1. Project Flows	10 residential + 10 Seasonal Camps

___	✓	K3a. Collection & Conveyance Overload- If overload projected is CAP letter attached?
___	✓	K3b,c, d. Collection & Conveyance No Overload- Certification of adequate capacity?
___	✓	K4a. Treatment Facility Overload- If overload projected is CAP letter attached?
___	✓	K4b,c. Treatment Facility No Overload- Certification of adequate capacity?
___	✓	L. Institutional Evaluation- Attached?
___	✓	M. Project Costs & Funding Analysis
___	✓	N. Project Implementation Schedule
___	✓	O. Public Notification- Copy of notice, public comments, & municipal responses attached?
___	✓	P. Additional Planning Items addressed?
___	None	Q1. Component 4a- Municipal Planning
___	✓	Q2. Component 4b- County Planning
___	NA	Q3. Component 4c- Health Dept.
___	✓	R. Resolution of Adoption
___		XX. Custom Paragraph (see attachment from SPS)

Notes: Total cost = $734,000 Monthly user fee $49.00 or $40.00
5,200 lineal feet of pressure sewer pipe.

Technical Review

	Technically OK? Yes	No
A. Project Information	✓	
E. Drinking Water	✓	
F. Project Narrative	✓	
G. Sewage Disposal Needs Identification	✓	

Comments: Concurrent with this plan the township is planning to serve the area with a public water supply.

	Technically OK? Yes	No
H. Existing Wastewater Facilities	✓	
I. Proposed Wastewater Facilities		
1) Flows		
i) Projected flows accurately estimated?	✓	
ii) Compared and consistent with most recent Ch. 94 report?	✓	
2) Plot Plan	✓	
3) Wetland Protection See Berg NWI Maps		
(i) Plot plan consistent with NWI Maps? No impacts for project area.	✓	
ii) Were obvious wetlands observed on site? ✓yes ___no along stream		
iii) Have wetlands concerns been raised by others? ___yes ✓no		
iv) If needed, has S/W documentation been provided? N/A ✓ (ca. wetlands)		
v) Is project consistent with Wetlands Protection?	✓	
4) Prime Ag Land Protection	✓	
5) Storm Water Management	✓	
6) PNDI 0 hits N/A___	✓	
7) Comp. Plan Consistency- Consistent?	✓	
8) PHMC		
i) PHMC concerns raised by others? ___yes ✓no	✓	
ii) Is project consistent with PHMC?	✓	

No historic or archaeological sites

PNL indicates jurisdictional impacts

9) Pennvest Funding hasn't been determined

		Technically OK? Yes	No
i)	Is Pennvest funding sought? ___yes X no		
ii)	If yes, Is EIS attached and adequate? N/A X		

Comments: The funding agency is most likely RUS.

funded by RUS

	Technically OK? Yes	No
J. Alternative Analysis	✓	
K. Chapter 94 Consistency N/A____		
1) Project Flows 4,000 gpd	✓	
2) Total Sewage Flow Chart	✓	
3) Collection/Conveyance- permitee input?	✓	
4) Treatment- permitee input?	✓	
CAP in place-consistency established? N/A X		
Chapter 94 exception N/A X		

Describe &Comment on Ch94 problems: None

	Technically OK? Yes	No
L. Institutional Evaluation- Attached & Adequate?	✓	

i) Name the Responsible Entity: Farmington Township

		Technically OK? Yes	No
M. Project Cost and Funding Analysis			
i) Costs reasonable?		✓	
ii) Can Project be Implemented?		✓	
P.6 **N. Project Implementation Schedule-** Dates reasonable?		✓	

Discuss any potential implementation problems: _____

O. Public Notification	N/A____			
1) **Copy of publication?**			✓	
2) **Copy of comments and responses?**		No responses	✓	
P. Additional Ch. 71 Planning Elements	N/A____	None	✓	
Q. Planning Agency Review				
1) **4a-Local Planning Commission comments?**		N/A X		
2) **4b-County Planning Commission comments?**			✓	
3) **4c-County Health Department Comments?**		N/A X		
R Resolution of Adoption				
1)**Transmittal Letter**			✓	
2)**Adoption Resolution**			✓	

Describe & Discuss UnfavorableComments: _____

General Comments:

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ENVIRONMENTAL REPORT
FOR
CROWN WATER & SEWER EXTENSION PROJECT-PHASE 4

FARMINGTON TOWNSHIP
Clarion County, Pennsylvania

PREPARED IN COMPLIANCE WITH THE GUIDELINES FOR THE UNIFORM ENVIRONMENTAL REVIEW PROCESS IN PENNSYLVANIA

PREPARED BY:

NORTHWEST ENGINEERING, INC.
Consultants and Civil Engineers
RD 1 - P.O. Box Q
Tidioute, Pennsylvania 16351
Telephone: 814/484-3504
Fax: 814/484-7595

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OCTOBER 2006

PA AN No. 1174 (2033-A)
June 10, 2003
Exhibit A, Page 1 of 2

(for RHS, CF and RBS under 1940-G
and for RUS and EZEC under 1794)

ENVIRONMENTAL FILE CHECKLIST
(REVISION 06-10-2003)

POSITION ONE – ASSESSMENT (Include Applicable Documents)

____ TAB 1 - Documentation Of Mitigation Compliance;

____ TAB 2 - Private Party Notice to Applicant and Lenders;
Flood Insurance Information;

____ TAB 3 - Final Public Notices — Proof of Publication;
Cert. of Copies to Agencies & Individuals;
Public Comments Received by USDA;
USDA Response to Public Comments;

____ TAB 4 - FONSI Statement Signed by Approval Official;
SEC's Approval Memo;
Evidence of Compliance with SEC's Conditions;

____ TAB 5 - Environmental Assessment; (CATEX, Class I or Class II)
Environmental Report by Consultant (for 1794 only);

____ TAB 6 - Preliminary Notices — Proof of Publication;
Cert. of Copies to Agencies & Individuals;
Public Comments Received by USDA;
USDA Response to Public Comments;

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* File this sheet on top of Position One
* Tab 1 refers to the top document

Mitigating Measures Ordinance

Not Applicable

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Private Party Notice
Flood Insurance

Not Applicable

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Public Conversion of Prime Farmland Notice

Not Applicable

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40-40-40

FONSI Statement

by

RUS Official

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FARMINGTON TOWNSHIP
Clarion County, Pennsylvania

CROWN WATER & SEWER EXTENSION PROJECT-PHASE IV

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UNIFORM ENVIRONMENTAL REPORT

1.0 PURPOSE AND NEED FOR PROJECT

The applicant is Farmington Township, Clarion County, Pennsylvania. This project is an extension to the current Crown Water and Sewer Extension project, Phase III. Throughout the letters that were sent for comment, the project was referred to as Phase II. Due to recent conversations with Rural Development Rural Utilities Program (RUP), the project is now called Phase IV. However, the comment letters are still pertinent to the Phase IV Uniformed Environmental Report (UER).

1.1 Project Description

The project consists of an extension of the current public water distribution system and sanitary sewer collection system. The project will include State Route 66 (SR-66) from McCloskey Road north to Slater Drive, northern McCloskey Road, western Lencer Drive, eastern Arnold Avenue and a group of dwellings located on a private drive near Toby Creek off of SR 66. The extension consists of approximately 54 water Equivalent Dwelling Units (EDU's) and 54 sewer EDU's. Total project costs are estimated at approximately $1,500,000. The water distribution component of the project consists of installing approximately 17,000 lineal feet of water supply and distribution lines and required appurtenances. The wastewater portion of the project consists of installing approximately 17,000 lineal feet of small diameter, low pressure, sanitary sewer collection lines, and appurtenances along with the supply of 54 grinder pump units. The water will be supplied through the existing Farmington Township system that purchases water from the Pennsylvania-American Water Company (PAWC). The proposed wastewater collection lines shall convey wastewater to an existing wastewater treatment plant in Farmington Township.

The project involves approximately 100 acres, of which approximately 7 acres are anticipated to be disturbed. The water and sewer pipelines will be constructed adjacent to existing roadways, however in certain areas pipeline will be constructed in backyards. The project is located on the Tylersburg USGS Quadrangle.

1.2 Purpose and Need of Project

The water distribution and conveyance system proposed in Phase IV is required to extend a potable water supply to residents along the SR-66 corridor and throughout the Village of Crown, where present groundwater resources are of poor quality and high mineral content requiring significant treatment prior to use. Installation of the proposed water distribution system would provide residents with high quality water and improved land development potential for renewed growth and fire protection.

The Act 537 Planning Study 3M Module recommends an alternative using pressure sewers and individual sewage grinder pumps. The chosen alternative represents the alternative most efficiently using the nation's resources while meeting the goals of the regional sewage collection and treatment concept while being financially affordable. The chosen alternative minimizes adverse environmental and social impacts while providing a cost-effective solution to the municipality and the individual users participating in this project. The need for a sewage collection system in the municipality stems from the numerous problems caused by malfunctioning on-lot disposal systems. These problems result from either inability of the soil to sustain conventional on-lot systems or presence of a high groundwater table. Certain systems may be of substandard design and within the project area, many lot sizes are too small to accommodate system replacements under today's standards. The inability of the soil to percolate has forced some property owners to resort to the use of direct discharges to the surrounding drainage areas and storm water collection systems causing potential impacts to cold water fisheries. The high water table makes potable water supplies susceptible to contamination. The Act 537 Plan 3M Module has been adopted by the municipality involved and submitted to the Pennsylvania Department of Environmental Protection (PaDEP) for approval.

1.3 No-Action

The potential impact of a "No Action" Alternative on drinking water is difficult to predict. To date, no reported cases of waterborne disease (associated with sewage) outbreaks have occurred in the study areas. However, the possibility of such an outbreak exists due to the numerous malfunctioning on-lot wastewater disposal systems discharging to surface and groundwater. The municipality does not wish to implement the "No Action" Alternative because the impact of the chronic on-lot sewage disposal problems on ground and surface water resources must be corrected.

Under present conditions, economic growth of the area appears improbable. A significant factor inhibiting land development is the present lack of a quality water supply. Extension of the municipality's water distribution system into Phase IV would provide the potable water supply necessary to stimulate development and provide fire protection through the remaining project area. The inability of the soils in Phase IV project areas, to sustain on-lot sewage disposal systems, represents the limiting factor for new construction. Adequate sanitary sewage collection and treatment facilities can represent primary infrastructure assets upon which growth and development depend. The construction of sanitary facilities will improve upon the economic conditions within the study areas.

The "No-Action" Alternative adversely affects present and future recreational uses of water resources. In addition to residents engaging in water related recreation, visitors and tourists use the area's water resources for hunting, fishing, camping and boating. Continued discharge of raw and semi-treated sewage to the surrounding streams represents a threat to continued use of the area's water resources for recreational activities.

2.0 SUMMARY OF REASONABLE ALTERNATIVES CONSIDERED

2.1 Alternatives Considered

Two water system alternatives were considered as part of the technical evaluation for this project. The alternatives include extending the existing township water system which is supplied with water by the PAWC, or a "No Action" Alternative.

The sewer system alternatives were considered in the Act 537 Plan 3M Module. The alternatives involve pump stations, different proportions of gravity sewer and pressure sewer in the service areas, and the use of vacuum sewers. The last alternative was a "No Action" Alternative for the entire study area.

The PaDEP provides guidelines to regulate the construction of subsurface sewage disposal systems. A review of the PaDEP criteria for soil type and permeability for on-lot wastewater disposal systems and soils mapping for the study areas by the US Department of Agriculture and the Natural Resource Conservation Service, indicate very little of the study areas can be developed by using conventional subsurface sewage disposal systems, position 3, tab '. This condition limits growth in the areas using subsurface sewage disposal systems. Little growth potential exists for the study area under a "No-Action" Alternative.

2.2 Comparison of Alternatives

With the exception of the "No Action" Alternative, most of the alternatives discussed in the Act 537 Plan 3M Module are feasible. Some of the alternatives such as pump station(s), gravity sewer, and vacuum sewer were considered to be too expensive. The "No Action" Alternative, would have the least desirable environmental consequences. The "No Action" Alternative and continued use of private wells and on-lot wastewater disposal in some service areas, would result in continued lack of sufficient fire protection and contamination and degradation of ground and surface water resources. The most feasible alternative to provide potable water and sanitary sewer services to all areas of the project is to extend the public water system and to extend the public sewer system, wastewater treatment to be at the Farmington Township WWTP. The alternative selected provides the greatest environmental benefit at the least cost to the municipality and its future customers.

3.0 ENVIRONMENTAL CONSEQUENCES OF THE PROJECT

3.1.1 Land Use in the Project Area

3.1.1.1 *Affected Environment*

Phase IV of the proposed project includes approximately 100 acres; of which construction and operation for both the water distribution and wastewater collection systems will disturb approximately 7 acres. Residential use includes continuously occupied dwellings. Nonresidential use includes churches, restaurants, retail stores, and small businesses.

Clarion County has adopted a Comprehensive Plan and subdivision ordinance, which provides guidelines for lot size, setbacks, and other density requirements. The County

Subdivision Ordinance applies to Farmington Township. The ordinance requires that subdivisions connect to public sewer and water systems, if feasible.

Clarion County has also enacted a Zoning Ordinance that applies to all municipalities in the County. Design standards for lot dimensions and areas are followed unless superceded by the zoning ordinance. There does not appear to be any inconsistency between the subdivision ordinance and the present sewage facility plan in terms of proposed land use. The subdivision ordinance essentially sets minimum design standards for land development without directing where that development may occur. It relies on the zoning ordinance to provide such desired land use control. It does restrict or preclude land development in areas by reason of flooding, poor drainage, adverse earth or rock formations or any other condition likely to be harmful to the health, safety and welfare of future residents. The ordinance requires preparation and approval by appropriate regulatory agencies of both an erosion and sedimentation pollution control plan and a storm water management plan.

The direct impact area is confined to approximately 200_feet on either side of the proposed water and sewer lines, which are included in the "project area," and shown on the project maps, position 3, tab 1.

3.1.1.2 *Environmental Consequences*

Completion of the proposed water distribution and wastewater collection project will promote limited and scattered growth. This could result in conversion of property now used for agriculture, open space or wooded land to home sites or residential development. This selected alternative is the logical growth area, which complies with planning documents. It will encourage compact community development and meets the intent of State and Federal laws and Executive Orders.

3.1.1.3 *Mitigation*

No mitigation measures are necessary.

3.1.2 Important Farmland

3.1.2.1 *Affected Environment*

Soil types indicating important farmland are shown on the soils maps and indicated in responses letters from contact agencies, position 3, tab 1.

The direct impact area in this environmental assessment is confined to approximately 200 feet on either side of the proposed water and sewer lines, which are included in the "project area," position 3, tab 1.

The municipality's environmental consultant and the Natural Resources Conservation Service (NRCS) have reviewed the soil types in the study area. Many of the soil types shown on the NRCS Soil Survey maps for the project area are categorized by NRCS as "important farmland.

The municipality ; consultant studied the United States Geological Survey (USGS) maps (which show existing structures) and conducted a field inventory to add structures constructed since the mapping was completed. They determined, in accordance with the Federal Farmland Protection Policy Act (FPPA) and USDA Departmental Regulation 9500-3, that the area of direct environmental impact mainly consists of existing development and fill-in lots along roads. The density of the developed areas in the study area does not meet, or exceed 30 existing structures in 40 acres. Therefore, the areas do not qualify as "urban built-up". These areas are not exempt from the definition of "important farmland".

No proposed permanent structures will be constructed on important farmland. In a letter dated June 16, 2006, the USDA – NRCS Technical office had no comments regarding this project, however a LESA form was completed indicating that due to previous disturbance, there is no agricultural value of the land, see position 3, tab 1.

During construction, permanent direct impacts will be avoided by working along the roadway right-of-way, whenever possible. Trenches for water distribution and pressure sewer line installation will be of minimum width, at an approximate depth of only four feet and as close to the roadway right-of-way as practical. The pressure sewer line may also be installed by horizontal directional drilling methods, which will greatly decrease any impacts. The exceptions are a few lines on the outer limits of the residential areas that convey wastewater from developed areas through undeveloped areas and farmland. No sewer line construction will negatively impact important farmland in a permanent manner since they will be buried and will allow farming practices to continue. Erosion and Sedimentation (E&S) Pollution Control Plans will be followed to assure restoration and to minimize impacts.

3.1.2.2 *Environmental Consequences*

The proposed project area does not contain any "important farmland" areas. Refer to the project maps and letters in position 3, tab 1, or correspondence and mapping regarding important farmland.

Completion of the proposed water distribution and wastewater collection project will result in an impact only by lines that tie into existing lines. The project poses no adverse impacts to important farmland.

3.1.2.3 *Mitigation*

Applicant agrees to comply with the provisions of the Agricultural Land Preservation Program to protect farmlands within and adjacent to the project area that are protected under the Agricultural Land Preservation Program. Any land designated as an Agricultural Security Area will also be protected and not adversely impacted.

3.1.3 Formally Classified Lands

3.1.3.1 *Affected Environment*

National and State parks, forests and trails are considered as Formally Classified Lands, along with areas that are registered or eligible national monuments and landmarks. Cook Forest

State Park is located within one mile of the project. However, there will be no direct or indirect impacts as a result of the project. No construction will be in close proximity to a State Park.

3.1.3.2 *Environmental Consequences*

No determined effects are expected to result from direct or indirect impacts from this project.

3.1.3.3 *Mitigation*

No mitigation measures are necessary.

3.2 Floodplains

3.2.1 *Affected Environment*

The environmental assessment mapping attached to this report shows floodplain information from the Federal Emergency Management Agency (FEMA), Floodplain Insurance Rate Map (FIRM) combined with proposed water distribution and wastewater collection and conveyance facilities. See position 3, tab 2.

According to a letter from the United States Army Corp of Engineers (USACOE) dated May 19, 2006, there is no anticipated adverse impact to the floodplain. The USACOE recommended that proposed work be kept as far from the streams as possible and where a stream crossing is necessary; conditions are maintained to meet pre-construction status. The study areas have been drawn on the FIRM documents to indicate where public water and sewer lines will cross flood hazard areas.

The project plan does not propose to install or build any structures (critical facilities) within the limits of the 100-year or 500-year floodplain. RD/RUP Bulletin 1794A-602_Version 1.0 defines "critical facilities" to include water treatment plants, wastewater treatment facilities, large pump stations, and centralized operations or communication facilities. The project plan will not build water and sewer lines within the 100-year floodplain unless necessary to serve existing homes in the flood area or where the pipes pass through a flood hazard area to serve homes located outside a flood hazard area. Some stream crossings will occur within the area.

3.2.2 *Environmental Consequences*

Direct impacts to floodplains located within the area will be temporary.

3.2.3 *Mitigation*

The Township will pass an ordinance prohibiting future connections for any new development or placement of fill within the 100-year floodplain as identified by the most recent FEMA Map.

3.3 Wetlands

3.3.1 *Affected Environment*

The mapping attached to this report shows wetlands noted on the United States Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) mapping, as well as hydric soils listed by the Natural Resources Conservation Service soils mapping for the proposed project area. Identified wetlands are along the existing streams or where roadways penetrate swampy areas. See position 3, tab 3.

Direct impact of water and sewer line construction on wetland resources will be limited to wetlands adjacent to stream crossings and immediately adjacent to roadways.

The Project Engineer will utilize qualified professionals to identify jurisdictional wetlands during the design phase. Jurisdictional wetlands include those that have the defined characteristics of wetlands (as per U.S. Army Corps of Engineers and U.S. Fish & Wildlife Service guidelines), but appear too small to be identified on the NWI mapping. The extensive use of pressure sewer construction techniques and directional boring allows greater design flexibility to reroute sewer construction to avoid jurisdictional wetlands. Where water or sewer lines will be constructed within wetland areas, permits will be obtained from the PADEP and the USACOE. The conditions outlined in the permit will be adhered to. No permanent structures (treatment facility or pump station) will be constructed in a wetland. Direct impacts will be temporary and localized since construction activities only involve placement of water and sewer utility lines (buried) and no other structures. The following paragraphs are taken directly from the E&S Control Plan, which is part of the contract documents for installation of the water and sewer lines.

1. If deemed necessary by the engineer, the contractor shall place a protective mat over the area where the excavation equipment will be setting in order to prevent sinking or other adverse affects to the wetland.
2. Trench plugs shall be installed as needed.
3. When removing soil from the trench, the contractor shall segregate the soils by stockpiling different soil types separately. All stockpiles shall be located away from the wetland area. When placing backfill into the trench, the contractor shall place each respective soil type back in its original position.
4. Permanent stabilization shall consist of applying Formula E (Annual Ryegrass).
5. In some cases, directional boring will be utilized for pipeline installation to avoid wetland impacts.

In these ways, wetlands of the project area will be either avoided or restored to their original condition. There are no foreseeable adverse permanent impacts to the environment as a result of this project.

3.3.2 *Environmental Consequences*

Indirect impact of water distribution and sanitary sewer construction on wetland resources will be limited to wetlands adjacent to necessary stream crossings and roadways. The indirect impacts will be mitigated through municipal ordinance.

Any wetland areas impacted will experience only localized and temporary disturbance.

Completion of the water distribution and sanitary sewer collection systems may result in additional development pressure on wetlands close to the public water and sewer lines.

3.3.3 *Mitigation*

The Township will pass an ordinance to prohibit future development that could impact or is in close proximity to wetlands. Placement of fill in wetlands will also be prohibited. The contractor will be required by the contract documents to abide by the Erosion and Sedimentation Control Plan as approved by the Clarion County Conservation District.

3.4 Cultural Resources

3.4.1 *Affected Environment*

The project area has been reviewed by the Pennsylvania Historic and Museum Commission (PHMC).

3.4.2 *Environmental Consequences*

Dec 13, 2006

In the response letter from the PHMC dated July 17, 2006, the agency stated that the Farmington Township Water and Sewer Extension Project (ER# 04-2525-031-B) may have historic buildings and/or structures eligible for the National Register of Historic Places. However, due to the nature of the activity, it is their opinion that there will be no effect on these properties. Should Farmington Township become aware that unidentified historic resources are located at the project site, or that the project activities will have an effect on these properties, the Bureau should be contacted immediately. It is the opinion of PHMC that no archaeological investigations are necessary in this project area. Copies of correspondence with PHMC are located in position 3, tab 4.

3.4.3 *Mitigation*

No mitigation measures are needed.

3.5 Biological Resources

3.5.1 *Affected Environment*

The project was reviewed for potential impacts on threatened and endangered plant and animal species using the Pennsylvania Natural Diversity Inventory (PNDI) review and ER Tool online.

Threatened and Endangered Species
The PNDI records indicate no listed, proposed and candidate species under the state endangered species act in close proximity to the project area. The U.S. Fish and Wildlife Service coordinates and evaluates potential impacts on endangered species.

Fish and Wildlife Resources
The streams, forest and fields within the project area support a wide variety of fish and wildlife resources. The PNDI records indicate no PA state listed birds, mammals, fish, reptiles, amphibians, or aquatic organisms exist in close proximity to the project area. The PA Fish and Boat Commission coordinates and evaluates potential impacts on state-listed fish, reptiles, amphibians, and aquatic organisms.

Plant and Geological Resources
Construction of the water distribution and sanitary sewer systems will have temporary and localized effects upon existing vegetation. The PDNI records indicate no PA state-listed plants, natural communities, terrestrial invertebrates or geological features in close proximity to the project area.

3.5.2 *Environmental Consequences*

The responses from the PNDI Internet Database revealed zero potential conflicts with ecological resources of special concern in the project area; the search was dated May 9, 2006. See position 3, tab 5.

3.5.3 *Mitigation*

No mitigation measures are needed.

3.6 Water Quality

3.6.1 *Affected Environment*

The project areas lie in the vicinity of various types of water resources as illustrated by the maps in, position 3, tab 1. The resources include tributaries to Toby Creek, Foy Run, Licking Creek, Grolemund Run, Walley Run, Chapel Run, various ponds, and isolated springs. The project is not located within a sole-source aquifer recharge area.

3.6.2 *Environmental Consequences*

Required permits will be obtained for all stream crossings. Stream crossings shall be constructed with encased pipelines or directionally bored to provide protection for the pipe and the water resource.

Erosion and Sedimentation Control Plan will be followed closely to prevent impacts from trench excavation that may occur within a water resource drainage area.

Water Quality Management Part II Permit is required prior to construction of the project. Wastewater will be collected, treated and discharged in accordance with an existing NPDES permit at Farmington Township wastewater treatment plant. All permit requirements and an E&S Control Plan will be integral parts of the construction contracts and specifications.

Positive direct impacts from proposed water and sewer system including improved potable water supply and improved surface water quality from elimination of malfunctioning onlot sewage disposal systems, respectively.

3.6.3 *Mitigation*

The contractor will be required by the contract documents to abide by the Erosion and Sedimentation Control Plan as approved by the Clarion County Conservation District.

3.7 Coastal Resource

3.7.1 *Affected Environment*

There are no coastal zones or coastal barrier resources in or near the proposed project area.

3.7.2 *Environmental Consequences*

No environmental consequences are anticipated.

3.7.3 *Mitigation*

No mitigation measures are needed.

3.8 Socio-Economic /Environmental Justice Issues

3.8.1 *Affected Environment*

Within an area where water and sewage problems persist, it is typical that a general decay of the area intensifies over time. There is little incentive for individuals owning property within these areas to make improvements when an acute environmental problem persists. Aesthetically, problems associated with malfunctioning, on-lot systems create unsightly and malodorous environments. Properties within the project area typically require substantial investments where return on the investment is unlikely to occur. This present situation inhibits improvements to the area.

The location of the project will not have disproportionately adverse effects on minority or low-income communities as determined by completion of a USDA Form RECD 2006-38, Civil Rights Impact Analysis Certification, position 3, tab 8. Water and sewer utility service will be provided to all users located within the project area with no discrimination or degrading impact.

3.8.2 *Environmental Consequences*

The proposed improvements will promote and protect private investment, aid in the sale of properties, and have an overall positive impact on the area. A slight increase in population may occur as a result of the project. However, it is not expected to have a significant impact on the public and should be easily absorbed into the existing schools, community facilities, utilities, roads and health care systems of the community.

The proposed project will provide service to all individuals within the project area.. Individuals serviced by this project will not be discriminated against because of race, color, sex, national origin, religion, age, disability, or marital status.

3.8.3 *Mitigation*

No mitigation measures are needed.

3.9 Air Quality

3.9.1 *Affected Environment*

Construction vehicles and equipment will be the main source of air emissions. This will be a temporary, localized situation occurring during construction. Dust will be controlled in accordance with Specifications for the project. These emissions will cease with the completion of the sewer project and completion of permanent seeding and roadway restoration. The project should have no significant adverse impact on the air quality.

3.9.2 *Environmental Consequences*

The anticipated construction time will be less than 6 months and that a minimal amount of construction implements will be operating at any one time. Construction equipment used will be relatively small and maintained. The contractor will control dust and mud as required by local ordinances. No adverse impacts to air quality are anticipated.

3.9.3 *Mitigation Measures*

No mitigation measures are needed.

3.10 Transportation

3.10.1 *Affected Environment*

This project is expected to have no effect on transportation within or around the project area. Population growth created by this proposal is not expected to be significant. No new transportation patterns are planned.

Isolated shallow trenches will be excavated and immediately back-filled along roadsides during the construction phase. Vehicular traffic during this period may be temporarily delayed, but will be controlled in accordance with PennDOT regulations.

3.10.2 *Environmental Consequences*

A slight increase in short-term traffic patterns may occur as a result of construction. Traffic patterns will return to normal following completion of construction activities. The project will have no effect on area transportation systems. There is a remote possibility for fuel spills occurring from operating equipment. Construction equipment refueling will be accomplished utilizing equipment with automatic shut-off controls to prevent an overflow. Absorbent material

will be available on site in the event of a spill. Any material accumulated as a result of a spill will be disposed of according to DEP regulations. The project will not have adverse permanent impacts on transportation.

3.10.3 *Mitigation Measures*

No mitigation measures are needed.

3.11 Noise Abatement and Control

3.11.1 *Affected Environment*

The only noise resulting from this project will be during the actual construction. The noise generated by construction equipment will be controlled by the proper installation and fitting of mufflers on equipment.

3.11.2 *Environmental Consequences*

The project does include the installation of subsurface grinder pump units by the individual homeowners. Pumps will be electrically operated and installed within underground structures to eliminate noise impacts to the surrounding environment.

The operation of construction equipment will have a temporary impact during the short construction period. No effect is expected from the long-term operation of the water distribution and wastewater collection systems.

3.11.3 *Mitigation Measures*

No mitigation measures are necessary.

3.12 Wild and Scenic Rivers/American Heritage Rivers

3.12.1 *Affected Environment*

The project will have no effect upon any waters included in the National or State Wild & Scenic Rivers System, the Nationwide Rivers Inventory, or the American Heritage rivers as reviewed through the National Resources Management Guide. See position 3, tab 1.

3.12.2 *Environmental Consequences*

No environmental consequences are anticipated.

3.12.3 *Mitigation Measures*

No mitigation measures are necessary.

3.13 Miscellaneous Environmental Considerations

Solid Waste: Solid waste will be generated during the construction phase of the project. The waste will consist primarily of packaging and packing materials used to ship construction materials and components to the site. Additional waste may include waste oil, filters, parts and other components from equipment used during construction. Any solid waste generated during the construction process will be disposed of in accordance with PaDEP regulations. Impacts on local landfills, or Superfund/HSCA sites, are not anticipated.

Safety: Implementation of a safety program to protect employees and the public will be the responsibility of the construction contractor. OSHA provides safety regulations, and PennDOT's work zone safety regulations apply within the PennDOT highway rights-of-way.

Energy: Once implemented, the proposed project will have a modest impact on energy consumption. The existing electric power utility can provide service to any future users. No new facilities will be required as a result of implementing the project.

Intergovernmental Review: Local, Regional and State comments have been requested under the Intergovernmental Review requirements. All comments received were supportive by all jurisdictions. The local Planning Commission also supports the proposal as documented in a letter dated August 1, 2006, position 3, tab 9.

4.0 SUMMARY OF MITIGATION

In order to reduce the adverse environmental impact due to the water and sewer system extensions and sewer replacement, the owner hereby agrees to the following requirements with respect to the construction:

1. The Township will pass an ordinance prohibiting future connections for any new development or placement of fill within the 100-year floodplain as identified by the most recent FEMA Map. No fill will be placed in any floodplain area.

2. The Township will require, as well as the contract documents, that the contractor(s) abide by the Soil Erosion and Sedimentation Control Plan as approved by the Clarion County Conservation District.

3. The Township will pass an ordinance to prohibit future development that could impact or is in close proximity to wetlands, unless the developer/landowner provides a copy of a U.S. Army Corps of Engineers Section 404 Permit. Placement of fill in wetlands will be prohibited.

4. The Township agrees to comply with the provisions of the Agricultural Land Preservation Program to protect farmlands within and adjacent to the project area that are protected under the Agricultural Land Preservation Program.

5.0 PUBLIC PARTICIPATION

As required by Pennsylvania's Act 537 sewage facilities planning process, all residents of Farmington Township are given an opportunity to review the Act 537 Plan associated with this project and provide written comments and/or verbal comments at a required public meeting prior to implementation of the Act 537 Plan.

Several agencies and/or individuals have been afforded the opportunity to comment on this project:

Clarion County Conservation District
Clarion County Planning
PA Department of Agriculture, Bureau of Farmland Protection
U. S. Department of Agriculture, Natural Resources Conservation Services
U. S. Department of Army, Corps of Engineers
U. S. Department of the Interior, National Park Service

Copies of all notification letters sent together with one sample of the project description, estimated costs and a site map, follow the comment letters received, position 3, tab 9.

No..... Term, 20.....

Proof of Publication in The Derrick
UNDER ACT NO. 587, APPROVED MAY 16, 1929

STATE OF PENNSYLVANIA,

SS:

COUNTY OF VENANGO

Edward B. Cowart, of Venango Newspapers, of the County and State aforesaid, being duly sworn, deposes and says that THE DERRICK, newspaper of general circulation published at Oil City, Pa., County and State aforesaid, was established in 1871, since which time THE DERRICK has been regularly issued in said county, and that the printed notice or publication attached hereto is exactly the same as printed in the regular edition and issue of the said THE DERRICK on the following dates., viz:

15th of January, 2007

Affiant further deposes that he is authorized by VENANGO NEWSPAPERS, agent for said THE DERRICK, to verify the foregoing statement under oath, and affiant is not interested in the subject matter of the aforesaid notice or advertisement, and that all allegations in the foregoing statements as to time, place and character or publication are true.

COPY OF NOTICE OF PUBLICATION

reliminary Notice of Potential Conversion of Prime Farmland

he USDA Rural Utilities Service has received an application for nancial assistance from Farmington Township, Clarion County, e proposed project consists of constructing approximately lineal feet of gravity sewer and 11,000 lineal feet of ressure sewer in the Crown area of Farmington Township. If plemented, the proposed project will convert approximately 45 res of prime farmland and 28 acres of additional farmlands of ate importance to developable real estate. The purpose of this tice is to inform the public of this proposed conversion and quest comments concerning the proposed project, alternative ns or actions that would avoid these impacts, and methods that uld be used to minimize these impacts. A general location map this proposal is available at the Township office for viewing.

he environmental documentation regarding this proposed project available for review at Farmington Township, 32691 Route 66, eeper, PA 16233 and USDA Rural Utilities Service, 14699 North lem Street, Ext., Meadville, PA 16335. For questions regarding is proposal, contact Linda Thomas at 814-336-6151. Any person terested in commenting on this proposal may submit comments to the USDA address within 30 days of this publication.

Sworn to and subscribed before me this
16th day of Jan, 2007

Barbara J. Moffatt

NOTARIAL SEAL
Barbara J. Moffatt, Notary Public
Oil City, Venango County, Pennsylvania
My Commission Expires April 29, 2009

STATEMENT OF ADVERTISING COST

Farmington Township Supervisors
PO Box 148
Leeper PA 16233

The VENANGO NEWSPAPERS, Dr.
Agent for The Derrick
For publishing the notice or publication attached hereto on the above dates

Probating same

Total

Publisher's Receipt for Advertising Costs

VENANGO NEWSPAPERS, agent for THE DERRICK, hereby acknowledges receipt of the aforesaid notice and publication costs, and certifies that the same have been duly paid.

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OFFICE

POOR QUALITY ORIGINAL

PA AN No. 1174 (2033-A)
June 10, 2003
Exhibit A, Page 2 of 2

(for RHS, CF and RBS under 1940-G
and for RUS and EZEC under 1794)

ENVIRONMENTAL FILE CHECKLIST
*(REVISION 06-10-2003)**

POSITION THREE - EXHIBITS

____ TAB 1A - USGS Map; Aerial Map; Site Survey; Photos of Sites for Proposed Structures;

____ TAB 1 - NRCS Letter on Important Farmland Soils; LESA Form AD-1006; Soils Map; Formally Classified Lands Documents;

____ TAB 2 - Floodplain Map; Letters; FEMA Form 81-93;

____ TAB 3 - Wetlands Letters; Maps; Delineations; USACE Jurisdictional Determination (if a structure is located in/near a wetland);

____ TAB 4 - SHPO (PHMC) Letters; Studies; Agreements; PA Historic Resource Survey Form; Photos of Old Structures;

____ TAB 5 - USFWS Endangered Species Letter; PNDI Endangered Species Letter;

____ TAB 6 – Water Quality Documents;

____ TAB 7 – Coastal Resources Letters;

____ TAB 8 – Environmental Justice Documentation; Form RECD 2006-38 and Exhibits;

____ TAB 9 - Intergovernmental Review Comments;

____ TAB 10 - Other Resource Information or Studies; Form 1940-20 Signed by Applicant with Attachments submitted by applicant. Transaction Screen Questionnaire

POSITION FOUR – MISC. CORRESPONDENCE

____ TAB 1 - Misc. Correspondence Related to Environmental Compliance

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MAY 17 2007
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NORTHWEST REGIONAL OFFICE

File this sheet on top of Position Three
Tab 1 refers to the top document

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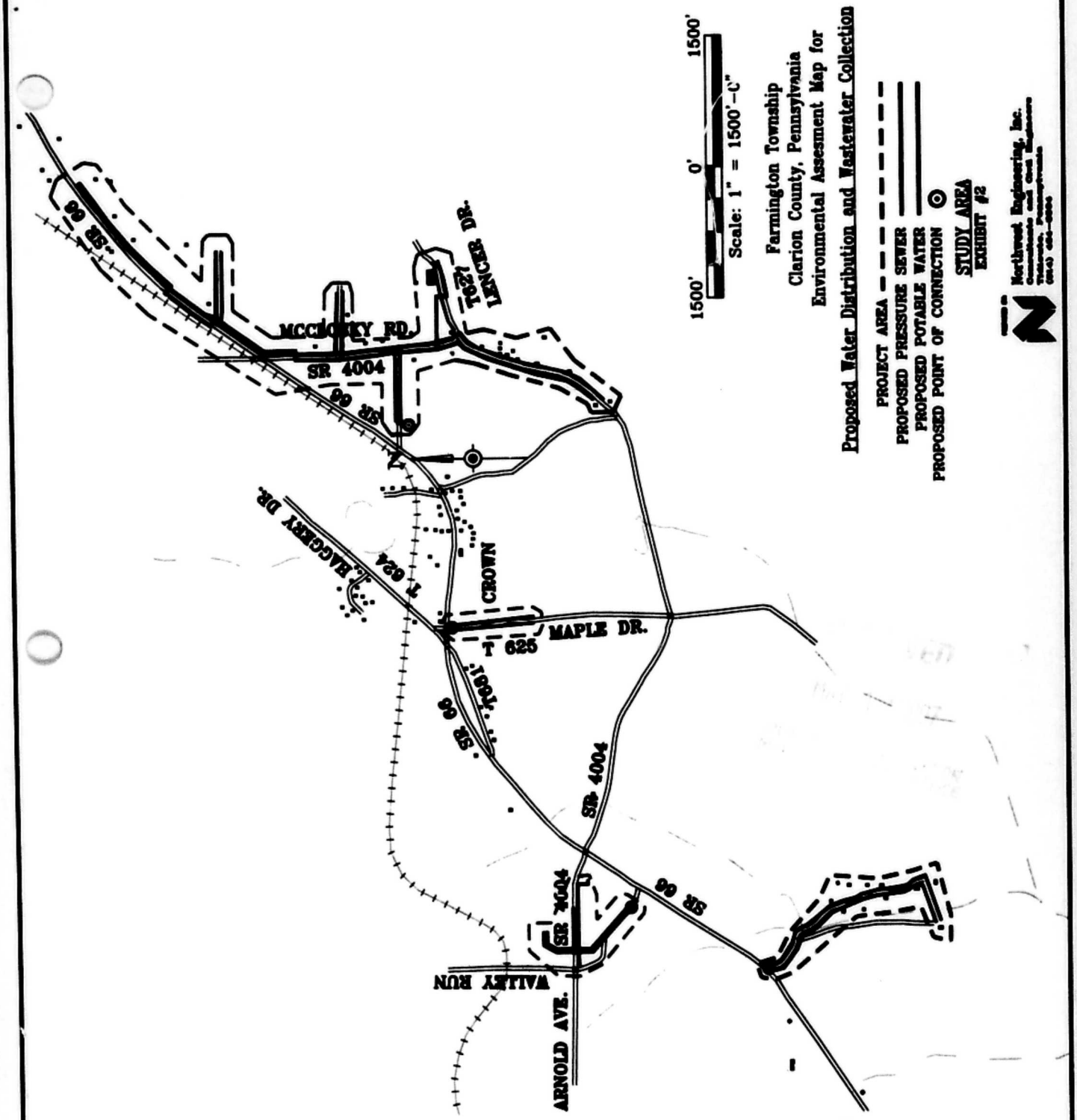
NORTHWEST REGIONAL OFFICE



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NORTHWEST REGIONAL OFFICE

U.S. DEPARTMENT OF AGRICULTURE

Form AD-1006

FARMLAND CONVERSION IMPACT RATING

PART I (To be completed by Federal Agency)	1. Date of Land Evaluation Request January 9, 2007	2. Sheet 1 of 1
3. Name of Project Crown Water & Sewer Extension – Phase 4	4. Federal Agency Involved RUS-Rural Development	
5. Proposed Land Use Utility Line Corridor	6. County and State Clinton County, Pennsylvania	7. Type of Project Corridor ☒ Other ☐
PART II (To be completed by NRCS)	1. Date Request Received by NRCS 1/9/06	2. Person Completing the NRCS parts of this form BERNARD SPOZIO
3. Does the site or corridor remain prime, unique, statewide or local important farmland? Yes ☐ No ☒ (If no, the FPPA does not apply - Do not complete additional parts of this form)		4. Acres Irrigated / 5. Average Farm Size
6. Major Crop(s)	7. Farmable Land in Government Jurisdiction Acres: %	8. Amount of Farmland As Defined in FPPA Acres: %
9. Name of Land Evaluation System Used	10. Name of Local Site Assessment System	11. Date Land Evaluation Returned by NRCS

PART III (To be completed by Federal Agency)	Alternative Site Rating: Site A	Site B	Site C	Site D
A. Total Acres To Be Converted Directly	0			
B. Total Acres To Be Converted Indirectly, Or To Receive Services	0			
C. Total Acres In Site	0			
PART IV (To be completed by NRCS) Land Evaluation Information				
A. Total Acres Prime and Unique Farmland	0			
B. Total Acres Statewide and Local Important Farmland	0			
C. Percentage of Farmland in County or Local Govt. Unit to be Converted	0			
D. Percentage of Farmland in Govt. Jurisdiction with Same or Higher Relative Value	0			
PART V (To be completed by NRCS) Land Evaluation Criterion Relative Value of Farmland to be Serviced or Converted (Scale of 0 - 100 Points)				

PART VI (To be completed by Federal Agency) Corridor or Site Assessment Criteria (These criteria are explained in 7 CFR 658.5(b & c))	Max. Points Corridor	Other	Site A	Site B	Site C	Site D
1. Area in Nonurban Use	15	15				
2. Perimeter in Nonurban Use	10	10				
3. Percent of Site Being Farmed	20	20				
4. Protection Provided by State and Local Government	20	20				
5. Distance from Urban Built-up area	0	15				
6. Distance to Urban Support Services	0	15				
7. Size of Present Farm Unit Compared to Average	10	10				
8. Creation of Non-Farmable Farmland	25	10				
9. Availability of Farm Support Services	5	5				
10. On-Farm Investments	20	20				
11. Effects of Conversion on Farm Support Services	25	10				
12. Compatibility with Existing Agricultural Use	10	10				
TOTAL CORRIDOR OR SITE ASSESSMENT POINTS	160					
PART VII (To be completed by Federal Agency)						
Relative Value of Farmland (from Part V above)	100					
Total Corridor or Site Assessment (From Part VI above or a local site assessment)	160					
TOTAL POINTS (Total of above 2 lines)	260					

PART VIII (To be completed by Federal Agency after final alternative is chosen)

1. Corridor or Site Selected:	2. Date of Selection:	3. Was A Local Site Assessment Used? Yes ☐ No ☐

4. Reason For Selection:

Signature of person completing the Federal Agency parts of this form: Bernard J. Spozio

DATE 1/9/07

Wisconsin substitute form AD-1006 5/9/97 Completion instructions: http://www.wi.nrcs.usda.gov/soc/prime/primates.html

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ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

CF.
RF

USDA NRCS

Natural Resources Conservation Service

USDA - NRCS Technical Office
265 Holiday Inn Road, Suite 2
Clarion, PA 16214

Fax: (814) 226-4521 Phone: (814) 226-6116 (extension 113)

June 16, 2006

To: Jed A. Fiscus
Northwest Engineering, Inc.
R.D. # 1 Box Q
Tidioute, PA 16351

Re: Uniform Environmental Review
Crown Water & Sewer Extension Project-Phase 2
Farmington Township

At this time we have no comments.

Sincerely,

Bernard J. Spozio (pm)

Bernard J. Spozio
Supervisory District Conservationist

JUN 2 1 2006

USDA is an equal opportunity provider and employer.

Northwest Engineering, Inc.
Consultants and Civil Engineers

CERTIFIED MAIL 7002 2410 0000 0825 9428

12-May-06

Supervisory District Conservationist
Natural Resources Conservation Service
265 Holiday Inn Road, Suite 2
Clarion PA 16214

Subject: Uniform Environmental Review
Crown Water & Sewer Extension Project-Phase 2
Farmington Township, Clarion County, PA

To Whom It May Concern:

Farmington Township is in the process of performing an Environmental Review pursuant to the National Environmental Policy Act for USDA, Rural Utilities Service (RUS) in order to assess the environmental impacts of constructing extensions to their water distribution and wastewater collection systems. The total construction proposed for the project will consist of installing approximately 13,000 lineal feet of water distribution lines and 13,000 lineal feet of small diameter, low pressure sewer lines and appurtenances.

It is anticipated the project may be financed primarily by RUS. Following construction, all businesses and residents having access to the utilities will be required by ordinance to connect to he systems. Total construction costs are estimated at approximately $1,000,000.

We have enclosed a project narrative, three copies of Form AD-1006 (with Parts I and III completed) and 7.5-minute, USGS maps illustrating the project areas. Please complete Parts II, IV and V of each form, retain one copy for your files and return two completed copies to this office within 20 days for inclusion in the Uniform Environmental Report. If you have any questions or require additional information, please do not hesitate to contact us at your convenience.

Very truly yours,

NORTHWEST ENGINEERING, INC.

Jed A. Fiscus

Jed A Fiscus, E.I.T.
Project Manager

JAF/ceb
Enclosures
Cc: Farmington Township
O:\WINWORD\FARM-CLR\Crown Phase II Project\UER\letters\NRCS 5-12-06.doc

R.D. #1, P.O. Box Q, Tidioute PA 16351 • Ph. 814-484-3504 or 1-800-652-0568 • Fax 814-484-7595
E-Mail Address: nwemail@nwengineering.com

U.S. DEPARTMENT OF AGRICULTURE — Form AD-1006

FARMLAND CONVERSION IMPACT RATING

PART I *(To be completed by Federal Agency)*	1. Date of Land Evaluation Request May 11, 2006	2. Sheet __1__ of __1__
3. Name of Project Crown Water & Sewer Extension – Phase II	4. Federal Agency Involved RUS-Rural Development	
5. Proposed Land Use Utility Line Corridor	6. County and State Clarion County, Pennsylvania	7. Type of Project: Corridor ☒ Other ☐
PART II *(To be completed by NRCS)*	1. Date Request Received by NRCS	2. Person Completing the NRCS parts of this form
3. Does the site or corridor contain prime, unique ,statewide or local important farmland? Yes ☐ No ☐ (If no, the FPPA does not apply - Do not complete additional parts of this form)		4. Acres Irrigated / 5. Average Farm Size
6. Major Crop(s)	7. Farmable Land in Government Jurisdiction Acres: %	8. Amount of Farmland As Defined in FPPA Acres: %
9. Name of Land Evaluation System Used	10. Name of Local Site Assessment System	11. Date Land Evaluation Returned by NRCS

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B. Total Acres To Be Converted Indirectly, Or To Receive Services	0			
C. Total Acres in Site	0			
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A. Total Acres Prime and Unique Farmland				
B. Total Acres Statewide and Local Important Farmland				
C. Percentage of Farmland in County or Local Govt. Unit to be Converted				
D. Percentage of Farmland in Govt. Jurisdiction with Same or Higher Relative Value				
PART V *(To be completed by NRCS) Land Evaluation Criterion Relative Value of Farmland to be Serviced or Converted (Scale of 0 - 100 Points)*				

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PART VII *(To be completed by Federal Agency)*						
Relative Value of Farmland (from Part V above)	100					
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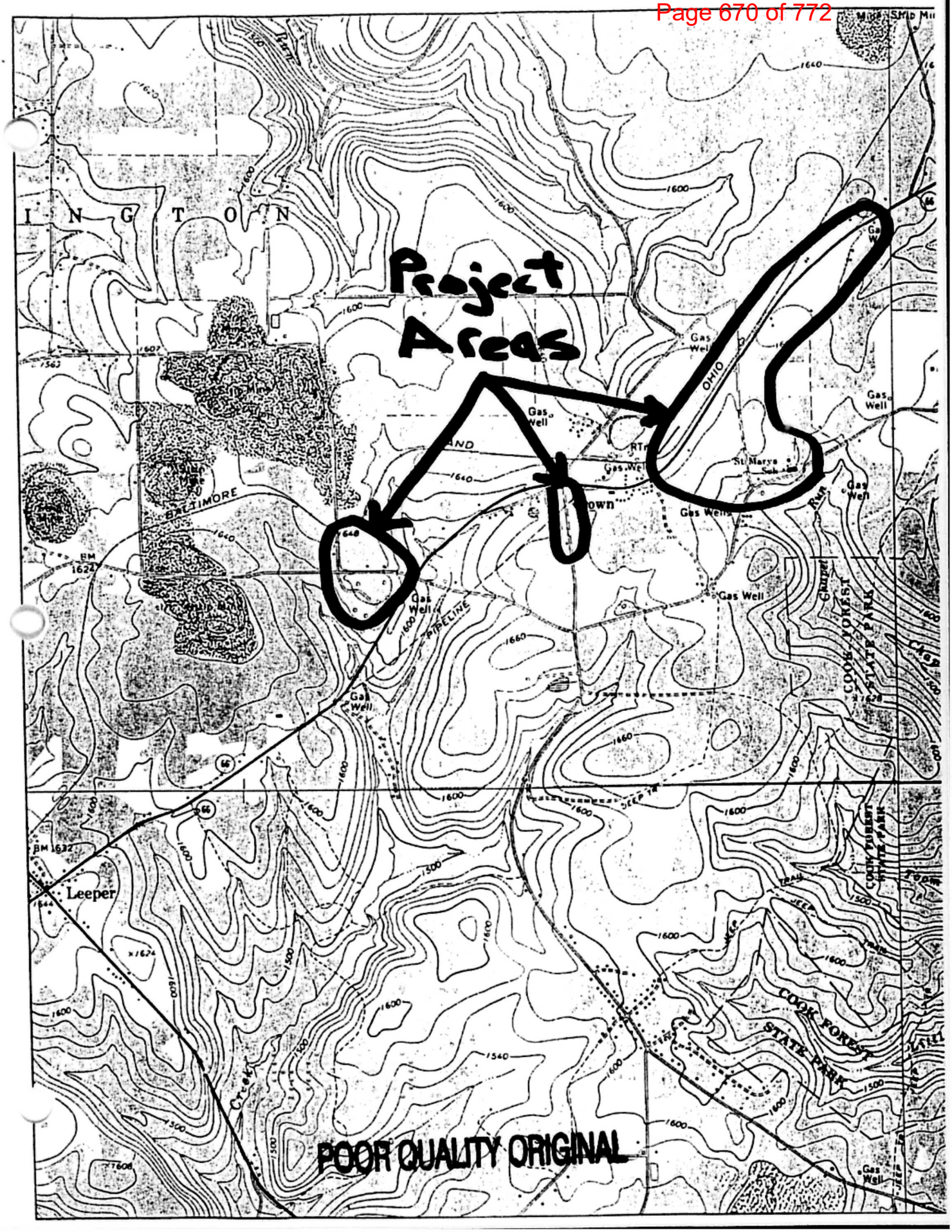
PART VIII *(To be completed by Federal Agency after final alternative is chosen)*

1. Corridor or Site Selected:	2. Date of Selection:	3. Was A Local Site Assessment Used? Yes ☐ No ☐

4. Reason For Selection:

Signature of person completing the Federal Agency parts of this form	DATE

Wisconsin substitute form AD-1006 6-9-97 Completion instructions http://www.wi.nrcs.usda.gov/soil/prime/prinotes.html



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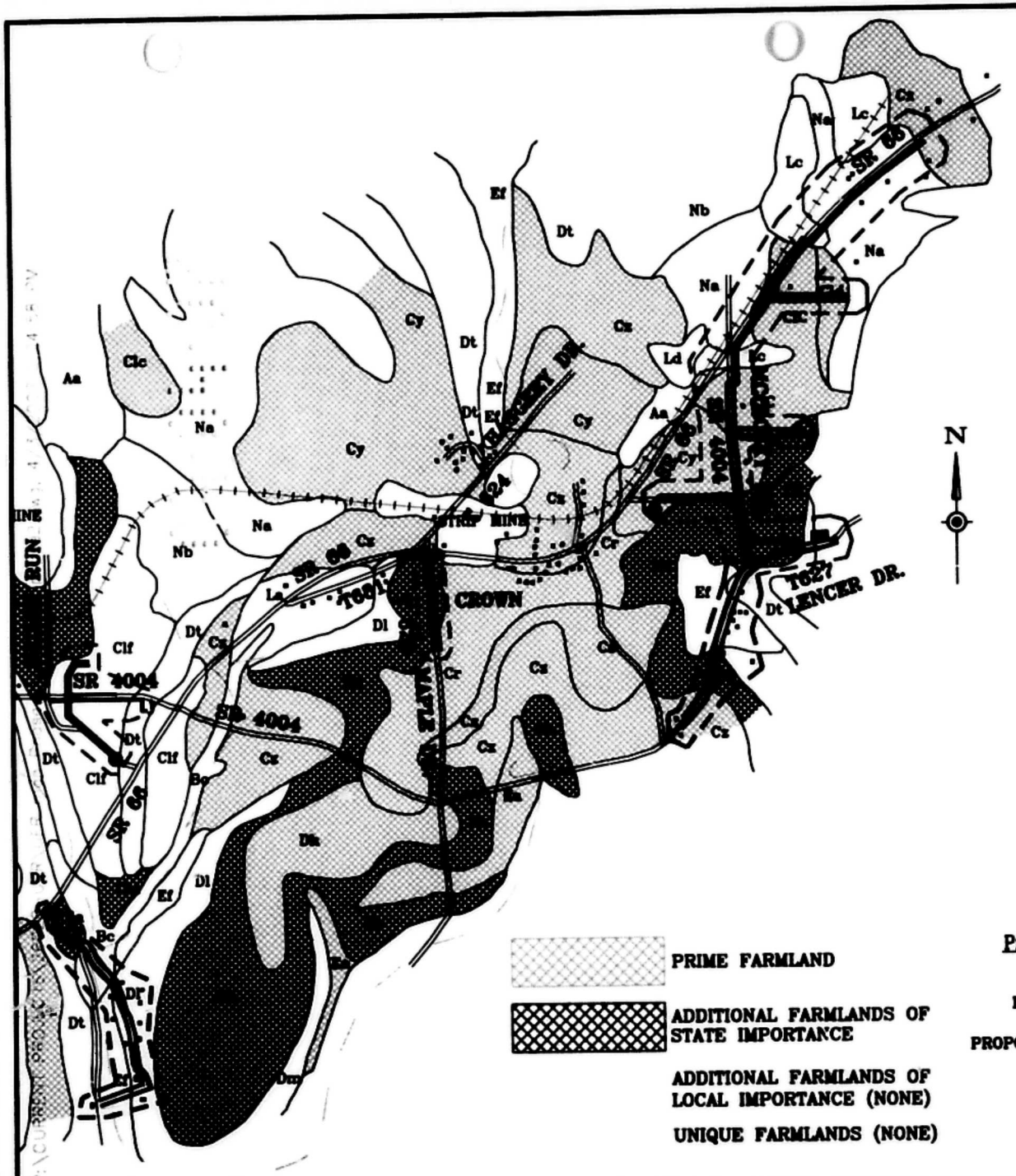


SOILS MAPPING

P – PRIME FARMLANDS

MAP SYMBOL	SOIL NAME
ClC	Cookport silt loam
Cld	Cookport sandy loam
Cr	Clymer channery loam
Cs	Clymer channery loam
Cy	Cookport channery silt loam
Cz	Cookport channery silt loam
Dh	Dekalb channery sandy loam
Ea	Ernest silt loam

US – ADDITIONAL FARMLANDS OF STATE IMPORTANCE

MAP SYMBOL	SOIL NAME
Ce	Cavode silt loam
Cla	Cookport channery silt loam
Db	Dekalb channery loam
Dk	Dekalb channery sandy loam

NOTE:
1. PROJECT AREA REPRESENTS SERVICE AREA FOR PROPOSED SEWER AND WATER SYSTEM TO BE CONSTRUCTED BY FARMINGTON TWP, CLARION CO.
2. THE ENVIRONMENTAL REVIEW INCLUDES ONLY THOSE AREAS IDENTIFIED AS "PROJECT AREA".
3. SOILS INFORMATION PROVIDED BY MAPS ON THE SOILMAP.PSU.EDU WEBSITE (FARMINGTON TOWNSHIP, CLARION COUNTY, PA.).

1500' 0' 1500'

Scale: 1" = 1500'-0"

PRIME FARMLAND

ADDITIONAL FARMLANDS OF STATE IMPORTANCE

ADDITIONAL FARMLANDS OF LOCAL IMPORTANCE (NONE)

UNIQUE FARMLANDS (NONE)

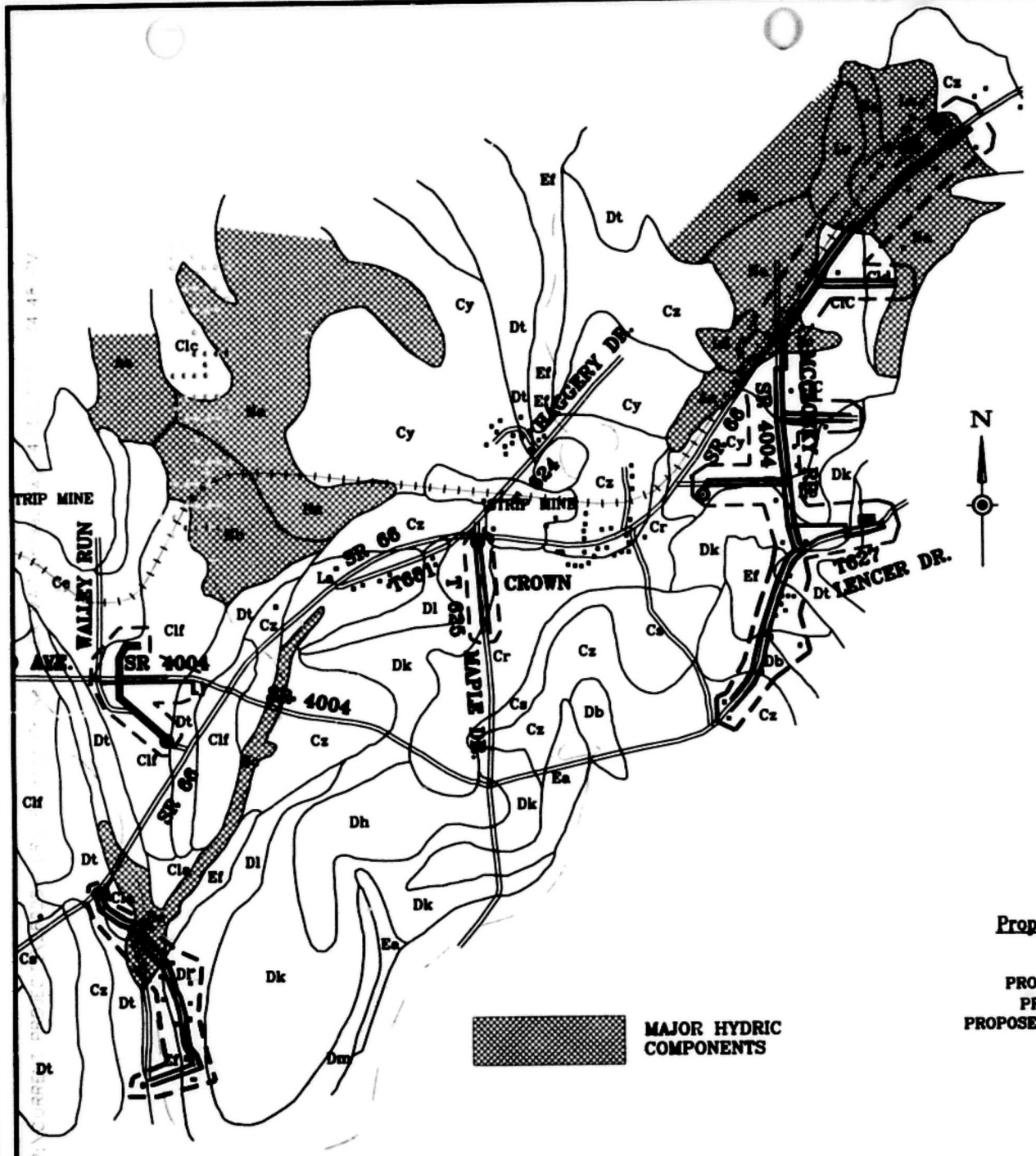
Farmington Township
Clarion County, Pennsylvania
Environmental Assesment Map for

Proposed Water Distribution and Wastewater Collection

PROJECT AREA
PROPOSED PRESSURE SEWER
PROPOSED POTABLE WATER
PROPOSED POINT OF CONNECTION

PRIME FARMLAND MAPPING
EXHIBIT #4

Northwest Engineering, Inc.
Consultants and Civil Engineers
Titusville, Pennsylvania
(814) 484-0804



SOILS MAPPING

H – MAJOR HYDRIC COMPONENTS

MAP SYMBOL	SOIL NAME
Aa	Armagh silt loam
Bc	Brinkerton stoney silt loam
Lc	Kickdale stoney loam
Ld	Lickdale silt loam
Na	Nolo sandy loam
Nb	Nolo silt loam

NOTE:

1. PROJECT AREA REPRESENTS SERVICE AREA FOR PROPOSED SEWER AND WATER SYSTEM TO BE CONSTRUCTED BY FARMINGTON TWP, CLARION CO.
2. THE ENVIRONMENTAL REVIEW INCLUDES ONLY THOSE AREAS IDENTIFIED AS "PROJECT AREA".
3. SOILS INFORMATION PROVIDED BY MAPS ON THE SOILMAP.PSU.EDU WEBSITE (FARMINGTON TOWNSHIP, CLARION COUNTY, PA.).

1500' 0' 1500'

Scale: 1" = 1500'-0"

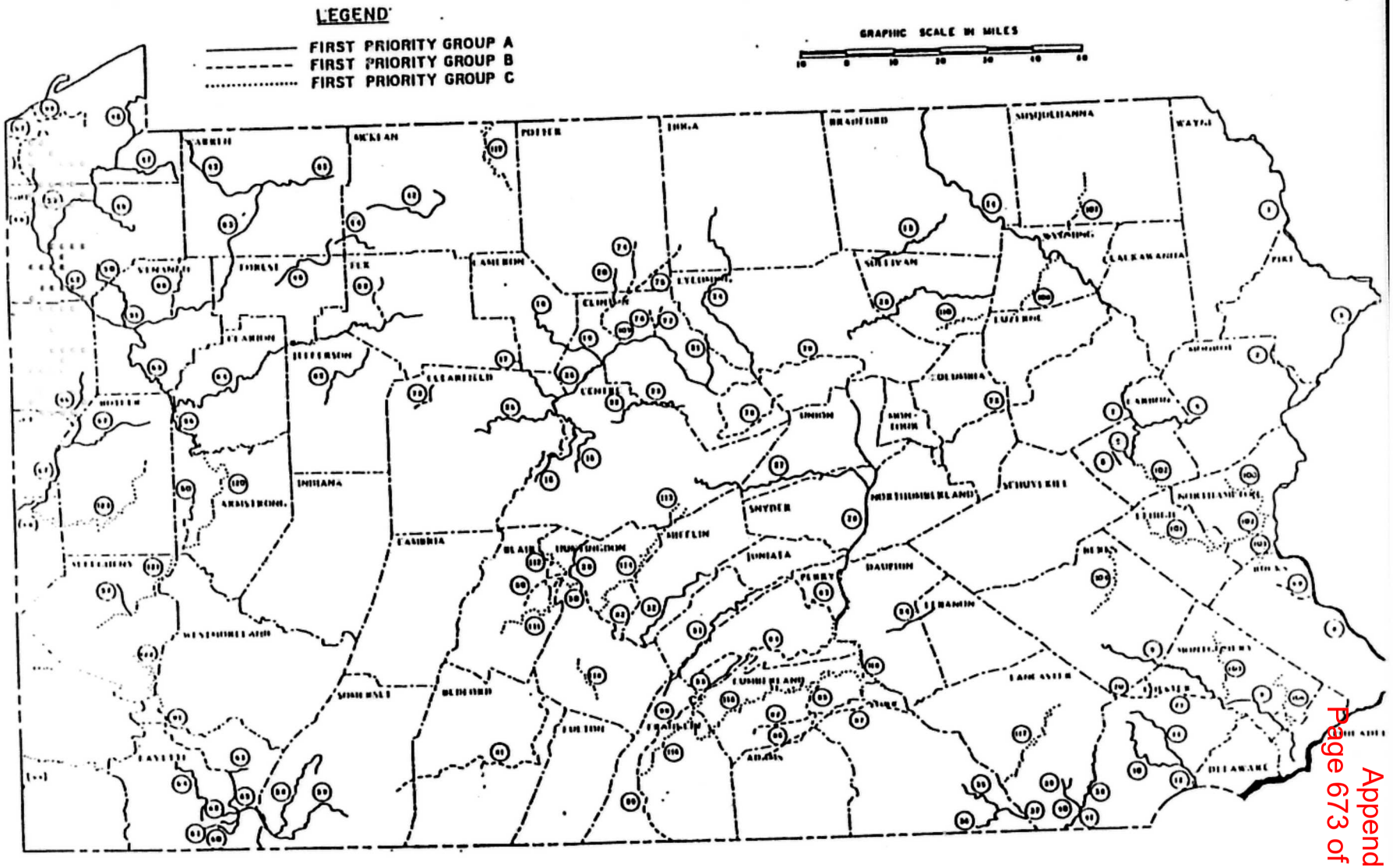
Farmington Township
Clarion County, Pennsylvania
Environmental Assesment Map for

Proposed Water Distribution and Wastewater Collection

PROJECT AREA
PROPOSED PRESSURE SEWER
PROPOSED POTABLE WATER
PROPOSED POINT OF CONNECTION

HYDRIC SOILS MAPPING
EXHIBIT #5

Northwest Engineering, Inc.
Consultants and Civil Engineers
Tidioute, Pennsylvania
(814) 484-8804



JRE 1. PENNSYLVANIA SCENIC RIVERS SYSTEM: FIRST PRIORITIES

POOR QUALITY ORIGINAL

PENNSYLVANIA SCENIC RIVERS SYSTEM: FIRST PRIORITIES

GROUP A

DELAWARE RIVER BASIN

LIST A
1. Delaware River

LIST C
2. Bush Kill
3. Delaware River

LIST D
4. Mud Run
5. Jeans Run
6. Glen Onoko Falls
7. Lehigh River

LIST E
8. Delaware River

LIST F
9. Schuylkill River

LIST G
10. West Branch Brandywine Creek
11. East Branch Brandywine Creek
12. Brandywine Creek

SUSQUEHANNA RIVER BASIN

LIST I
13. Schrader Creek
14. Susquehanna River

LIST L
15. Black Moshannon Creek
16. Moshannon Creek
17. Mosquito Creek
18. Driftwood Branch Sinnemahoning Creek
19. Sinnemahoning Creek
20. Hammersley Fork
21. Lick Run
22. North Fork Beech Creek
23. Beech Creek
24. Pine Creek
25. Loyalsock Creek
26. West Branch Susquehanna River

LIST M
27. Penn Creek
28. Susquehanna River

LIST N
29. Spruce Creek
30. Little Juniata River
31. Tuscarora Creek
32. Juniata River

LIST O
33. Laurel Run
34. Stony Creek
35. North Branch Muddy Creek
36. South Branch Muddy Creek
37. Muddy Creek
38. East Branch Octoraro Creek
39. Stewart Run
40. West Branch Octoraro Creek
41. Octoraro Creek

OHIO RIVER BASIN

LIST Q
42. Kinzua Creek
43. Brokenstraw Creek
44. East Branch Tionesta Creek
45. Tionesta Creek
46. West Branch French Creek
47. South Branch French Creek
48. Muddy Creek
49. Cussewago Creek
50. Lake Creek
51. Sugar Creek
52. French Creek
53. Allegheny River

LIST R
54. Clarion River

LIST S
55. North Fork
56. Allegheny River

LIST U
57. Squaw Run

LIST V
58. Laurel Hill Creek
59. Casselman River
60. Meadow Run
61. Cucumber Run
62. Jonathan Run
63. Indian Creek
64. Dunbar Creek
65. Youghiogheny River

LIST W
66. Wolf Creek
67. Slippery Rock Creek
68. Connoquenessing Creek

GROUP B

DELAWARE RIVER BASIN

LIST E
69. Tohickon Creek

LIST F
70 South Branch French Creek
71. French Creek

SUSQUEHANNA RIVER BASIN

LIST K
72. Susquehanna River

LIST L
73. South Branch Bennett Branch
74. Cross Fork
75. Kettle Creek
76. Left Branch Young Womans Creek
77. Young Womans Creek
78. Fishing Creek
79. West Branch Susquehanna River

LIST N
80. Sinking Run
81. Raystown Branch Juniata River
82. Juniata River
83. Juniata River

LIST O
84. Sherman Creek
85. Letort Spring Run
86. Mountain Creek
87. Yellow Breeches Creek

OHIO RIVER BASIN

LIST Q
88. Oil Creek

LIST R
89. Bear Creek

LIST U
90. Buffalo Creek

LIST V
91. Youghiogheny River

LIST W
92. Dutch Fork
93. Buffalo Creek
94. Enlow Fork
95. Dunkard Fork

LAKE ERIE BASIN

LIST X
96 Little Elk Creek
97. Elk Creek
98. Walnut Creek

POTOMAC RIVER BASIN

LIST Z
99. West Branch Conococheague Creek

GROUP C

DELAWARE RIVER BASIN

LIST C
100. Bushkill Creek

LIST D
101. Jordan Creek
102. Lehigh River

LIST E
103 Cooks Creek

LIST F
104. Malden Creek
105. Perkiomen Creek
106 Wissahickon Creek

SUSQUEHANNA RIVER BASIN

LIST I
107. Meshoppen Creek
108. Mehoopany Creek

LIST L
109 Kettle Creek
110. Muncy Creek

LIST N
111. Frankstown Branch Juniata River
112 Little Juniata River
113. Dutweiler Run
114. Standing Stone Creek
116 Great Trough Creek

LIST O
116 Conodoguinet Creek
117. Conestoga River
118. Susquehanna River

OHIO RIVER BASIN

LIST P
119 Allegheny River

LIST S
120. Allegheny River

LIST U
121. Allegheny River

LIST V
122. Youghiogheny River

LIST W
123. Connoquenessing Creek
124. North Fork Little Beaver Creek
125. Aunt Clara Fork Kings Creek

Appendix Q
Page 674 of 772

DEPARTMENT OF THE ARMY
PITTSBURGH DISTRICT, CORPS OF ENGINEERS
WILLIAM S. MOORHEAD FEDERAL BUILDING
1000 LIBERTY AVENUE
PITTSBURGH, PA 15222-4186

REPLY TO
ATTENTION OF:

May 19, 2006

Operations Division
Regulatory Branch
200600963

MAY 2 4 2006

RECEIVED
AUG 3 1 2007
ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

Mr. Jed A. Fiscus
Northwest Engineering, Inc.
R.D. #1, P.O. Box Q
Tidioute, Pennsylvania 16351

Dear Mr. Fiscus:

I am referring to your letter received in this office on May 15, 2006, regarding Farmington Township's proposal to extend a public water distribution system and sanitary sewer collection system in Farmington Township, Clarion County, Pennsylvania. The project will include State Route 66 from McCloskey Road north to Slater Drive, northern McCloskey Road, and eastern Arnold Avenue.

Based on the information that was submitted and the National Wetland Inventory map, it appears the project will not impact any wetlands. This should be field verified. It also appears the project could impact stream. Fills or earth disturbances within streams and/or wetlands would require authorization from this office under Section 404 of the Clean Water Act.

You may apply for both Federal and state authorizations through the Pennsylvania Department of Environmental Protection (PA DEP) at:

Department of Environmental Resources
Northwest Regional Office
230 Chestnut Street
Meadville, PA 16335
(814) 332-6942

In planning future development every effort should be made to avoid and minimize wetland impacts to the fullest extent practicable. If wetlands are found and would be impacted by the project, they should be accurately delineated and this office again contacted to determine permit requirements. Development of the upland areas would not require authorization from this office.

We will continue to work with you in your development plans in order to protect the aquatic resources. If you have any questions, please contact Nancy Mullen at (412) 395-7170.

Sincerely,

Michael J. Cummings, Jr.
Chief, Regulatory Branch

Copy Furnished:

PaDEP Northwest

Northwest Engineering, Inc.
Consultants and Civil Engineers

CERTIFIED MAIL **7004 1350 0005 7658 4854**

12-May-06

Department of Army
William S. Moorhead Federal Building
1000 Liberty Avenue
Pittsburgh PA 15222-4186

Subject: Uniform Environmental Review
Crown Water & Sewer Extension Project-Phase 2
Farmington Township, Clarion County, PA

To Whom It May Concern:

Farmington Township is in the process of performing an Environmental Review pursuant to the National Environmental Policy Act for USDA, Rural Utilities Service (RUS) in order to assess the environmental impacts of constructing extensions to their water distribution and wastewater collection systems. The total construction proposed for the project will consist of installing approximately 13,000 lineal feet of water distribution lines and 13,000 lineal feet of small diameter, low pressure sewer lines and appurtenances.

It is anticipated the project may be financed primarily by RUS. Following construction, all businesses and residences having access to the utilities will be required by ordinance to connect to the systems. Total construction costs are estimated at approximately $1,000,000.

We have enclosed a project narrative and a 7.5-minute, USGS map illustrating the project area. Please review the information and provide comments to this office within 30 days for inclusion in the Uniform Environmental Report. If you have any questions or require additional information, please do not hesitate to contact us at your convenience.

Very truly yours,

NORTHWEST ENGINEERING, INC.

Jed A. Fiscus, E.I.T.
Project Manager

Enclosures
Cc: Farmington Township

O:\WINWORD\FARM-CLR\Crown Phase II Project\UER\letters\USACE 5-12-06.doc

R.D. #1, P.O. Box Q, Tidioute PA 16351 • Ph. 814-484-3504 or 1-800-652-0568 • Fax 814-484-7595
E-Mail Address: nwemail@nwengineering.com

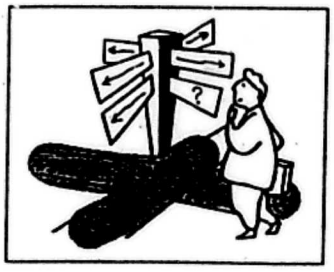
DRAWING FOUND HERE

USED FOR DOCUMENTS LARGER THAN 12" X 14"
USE **BLACK** FELT TIP PEN

FILL THIS TARGET OUT COMPLETELY, REPLACE DRAWING WITH IT

~~APERTURE CARD IN FILE~~

Maps at end of microfiche dk



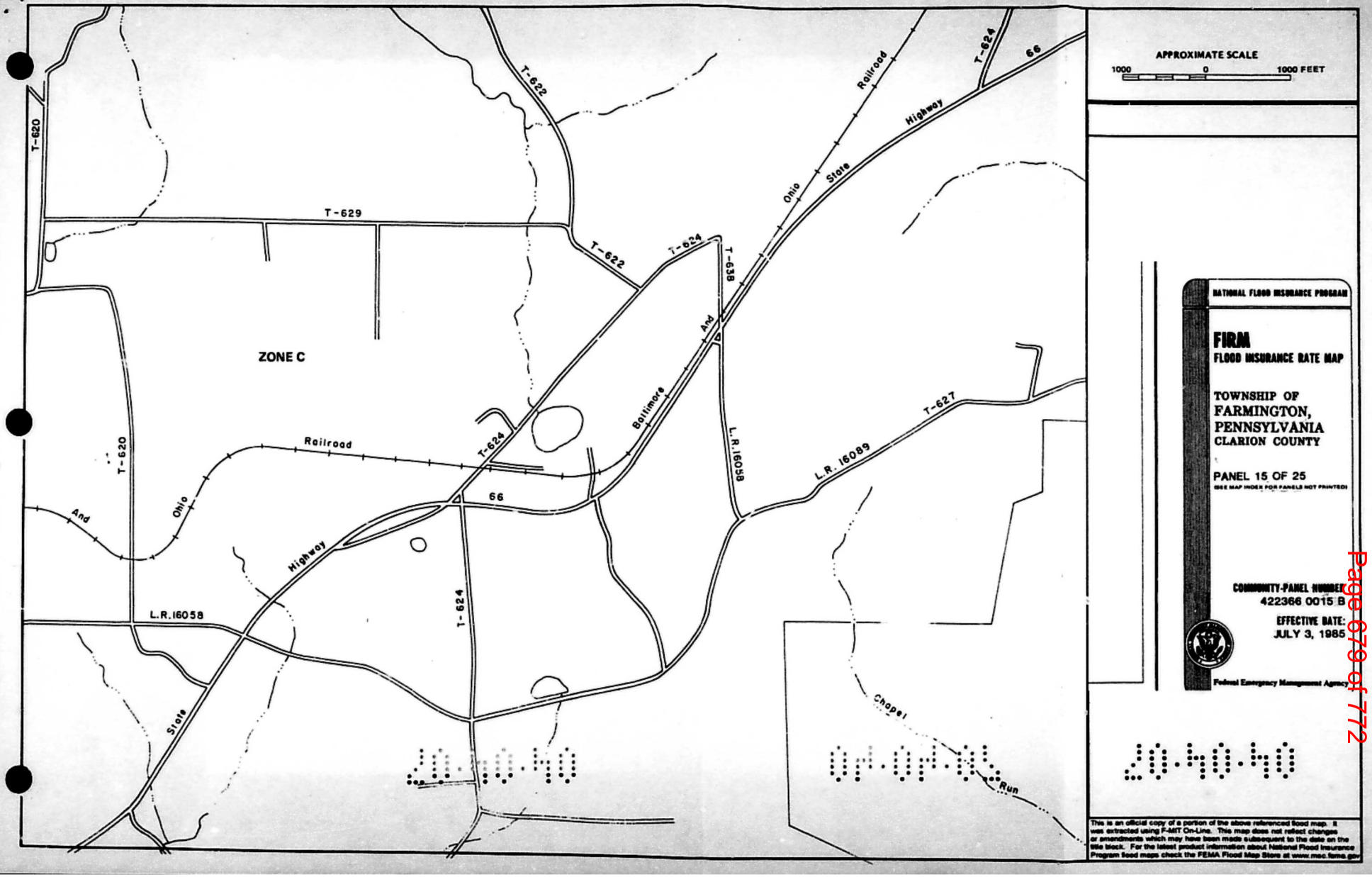
REFER TO:

CO.		MUN.			PROG. CODE		PERMIT NUMBER									ER-EP-25 (8-81) DEPARTMENT OF ENVIRONMENTAL PROTECTION
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
CASE NAME																
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
FOLIO		SHEET NO.			NO. OF SHEETS			REV NO.		SCALES								IDENTIFICATION CARD FOR MICROFILMING					
41	42	43	44	45	46	47	48	49	50														

ATTACH COMPLETED ID CARD TO DRAWINGS, AND MOVE DRAWINGS TO BACK OF BOX.

PLEASE USE OTHER FORM ON DRAWINGS!

DEP Drawing found here Created on 11/3/1999 6:10 AM



Appendix Q
Page 679 of 772

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
STANDARD FLOOD HAZARD DETERMINATION

See The Attached Instructions

O.M.B. No. 1660-0040 Expires October 31, 2008

SECTION I - LOAN INFORMATION

1. LENDER NAME AND ADDRESS	2. COLLATERAL *(Building/Mobile Home/Personal Property)* PROPERTY ADDRESS *(Legal Description may be attached)*
USDA/Rural Development 14699 North Main Street Ext. Meadville PA 16335	Farmington Township Water Distribution System and Wastewater Collection, Conveyance and Treatment System.

3. LENDER ID. NO.	4. LOAN IDENTIFIER	5. AMOUNT OF FLOOD INSURANCE REQUIRED $

SECTION II

A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION

1. NFIP Community Name	2. County(ies)	3. State	4. NFIP Community Number
Farmington Township	Clarion	PA	422366

B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING/MOBILE HOME

1. NFIP Map Number or Community-Panel Number (Community name, if not the same as "A")	2. NFIP Map Panel Effective/ Revised Date	3. LOMA/LOMR	4. Flood Zone	5. No NFIP Map
		☐ yes Date		

C. FEDERAL FLOOD INSURANCE AVAILABILITY *(Check all that apply)*

1. ☒ Federal Flood insurance is available *(community participates in NFIP).* ☐ Regular Program ☐ Emergency Program of NFIP
2. ☐ Federal Flood insurance is not available because community is not participating in the NFIP.
3. ☐ Building/Mobile Home is in a Coastal Barrier Resources Area (CBRA) or Otherwise Protected Area (OPA). Federal Flood insurance may not be available.

CBRA/OPA designation date: _____

D. DETERMINATION

IS BUILDING/MOBILE HOME IN SPECIAL FLOOD HAZARD AREA (ZONES CONTAINING THE LETTERS "A" OR "V")? ☐ YES ☒ NO

If yes, flood insurance is required by the Flood Disaster Protection Act of 1973.
If no, flood insurance is not required by the Flood Disaster Protection Act of 1973.

E. COMMENTS *(Optional)*:

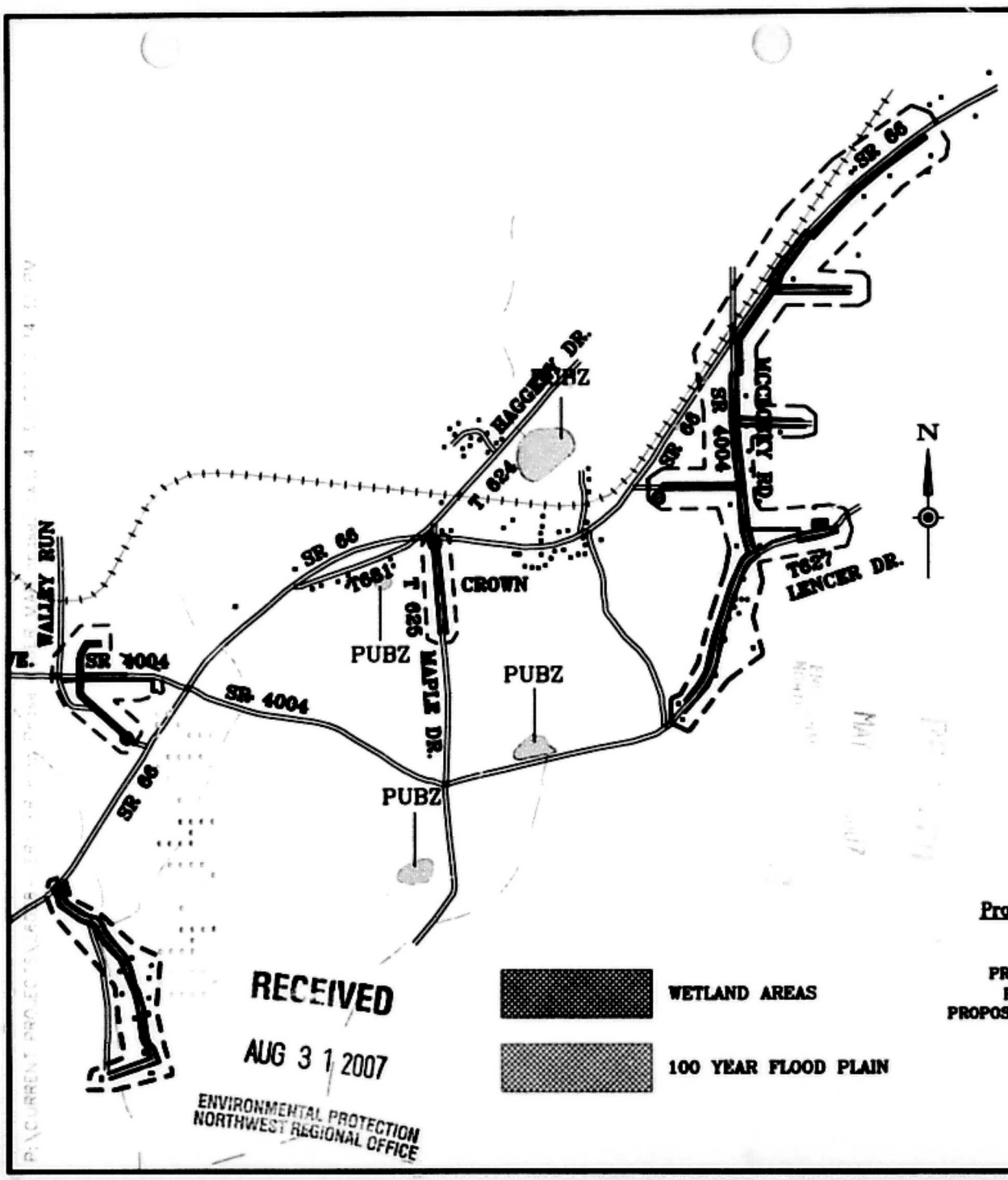
This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and any other information needed to locate the building/mobile home on the NFIP map.

F. PREPARER'S INFORMATION

NAME, ADDRESS, TELEPHONE NUMBER *(If other than Lender)*	DATE OF DETERMINATION
Northwest Engineering, Inc. P.O. Box Q Tidioute PA 16351 814-484-3504	1/9/2007

FEMA Form 81-93, DEC 05

This form may be locally reproduced.



NOTES:

1. FLOOD PLAINS WERE DIGITIZED FROM MAPS BY THE SOILMAP.PSU.EDU WEBSITE (FARMINGTON TOWNSHIP, CLARION COUNTY, PA.).
2. WETLANDS WERE DIGITIZED FROM MAPS BY THE SOILMAP.PSU.EDU WEBSITE (FARMINGTON TOWNSHIP, CLARION COUNTY, PA.). WETLANDS IDENTIFIED BY THE UNITED STATES FISH AND WILDLIFE SERVICE FROM HIGH ALTITUDE PHOTOGRAPHY. THESE MAPS WERE PRODUCED FOR WILDLIFE PURPOSES AND DO NOT INDICATE THE EXTENT OF REGULATORY JURISDICTIONAL WETLANDS PURSUANT TO THE CLEAN WATER ACT. STATE AND FEDERAL AGENCIES REQUIRE A WETLAND DELINEATION BE PERFORMED IN ACCORDANCE WITH THE FEDERAL MANUAL FOR IDENTIFYING AND DELINEATING JURISDICTIONAL WETLANDS FOR IDENTIFYING WETLAND BOUNDARIES.
3. PROJECT AREA REPRESENTS SERVICE AREA FOR PROPOSED SEWER AND WATER SYSTEM TO BE CONSTRUCTED BY FARMINGTON TWP., CLARION CO.
4. THE ENVIRONMENTAL REVIEW INCLUDES ONLY THOSE AREAS IDENTIFIED AS "PROJECT AREA".

1500' 0' 1500'

Scale: 1" = 1500'-0"

Farmington Township
Clarion County, Pennsylvania
Environmental Assesment Map for

Proposed Water Distribution and Wastewater Collection

PROJECT AREA
PROPOSED PRESSURE SEWER
PROPOSED POTABLE WATER
PROPOSED POINT OF CONNECTION

WETLANDS AND 100 YEAR FLOOD PLAIN MAPPING
EXHIBIT #3

Northwest Engineering, Inc.
Consultants and Civil Engineers
Tidioute, Pennsylvania
(814) 484-2004

RECEIVED
AUG 3 1 2007
ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

JURISDICTIONAL DETERMINATION

NOT APPLICABLE

NO STRUCTURE TO BE BUILT AS PART OF THIS PROJECT

Commonwealth of Pennsylvania
Pennsylvania Historical and Museum Commission
Bureau for Historic Preservation
Commonwealth Keystone Building, 2nd Floor
400 North Street
Harrisburg, PA 17120-0093
www.phmc.state.pa.us

JUL 2 1 2006

July 17, 2006

Jed A. Fiscus, E.I.T.
Northwest Engineering, Inc.
R.D. #1, P.O. Box Q
Tidioute, PA 16351

TO EXPEDITE REVIEW USE
SHP REFERENCE NUMBER

Re: File No. ER 04-2525-031-B
USDA Uniform Environmental Review:
Crown Water & Sewer Extension
Project-Phase 2, Farmington Twp.
Clarion Co.

Dear Mr. Fiscus:

The Bureau for Historic Preservation (the State Historic Preservation Office) has reviewed the above named project in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended in 1980 and 1992, and the regulations (36 CFR Part 800) of the Advisory Council on Historic Preservation. These requirements include consideration of the project's potential effect upon both historic and archaeological resources.

There may be historic buildings and/or structures eligible for the National Register of Historic Places located in the project area. However, due to the nature of the activity, it is our opinion that there will be no effect on these properties. Should the applicant become aware, from any source, that unidentified historic resources are located at the project site, or that the project activities will have an effect on these properties, the Bureau for Historic Preservation should be contacted immediately.

In our opinion no archaeological investigations are necessary in this project area.

If you need further information in this matter please consult Ann Safley at (717) 787-9121.

Sincerely,

Douglas C. McLearen, Chief
Division of Archaeology &
Protection

RECEIVED
AUG 3 1 2007
ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

Cc: DEP, Northwest Regional Office

DCM/tmw

Northwest Engineering, Inc.
Consultants and Civil Engineers

CERTIFIED MAIL 7004 1350 0005 7658 4823

12-May-06

Douglas C. McLearen
PHMC - Bureau of Historic Preservation
Commonwealth Keystone Building
2nd Floor, 400 North Street
Harrisburg, PA 17120-0093

Subject: Uniform Environmental Review
Crown Water & Sewer Extension Project-Phase 2
Farmington Township, Clarion County, PA

Dear Mr. McLearen:

Farmington Township is in the process of performing an Environmental Review pursuant to the National Environmental Policy Act for USDA, Rural Utilities Service (RUS) in order to assess the environmental impacts of constructing extensions to their water distribution and wastewater collection systems. The total construction proposed for the project will consist of installing approximately 13,000 lineal feet of water distribution lines and 13,000 lineal feet of small diameter, low pressure sewer lines and appurtenances.

The total disturbed area for the project shall be approximately 7 acres. The actual number of buildings over forty years old located within the project area is unknown. However, there are no plans to modify or disturb any buildings as a result of the project. Therefore, this notice does not include photographs of buildings over forty years old.

It is anticipated the project may be financed primarily by RUS. Following construction, all businesses and residents having access to the utilities will be required by ordinance to connect to the systems. Total construction costs are estimated at approximately $1,000,000.

We have enclosed a completed Cultural Resource Notice, a project narrative and a 7.5-minute USGS map (Tylersburg Quadrangle) illustrating the project area. Please review the information and provide comments to this office within 30 days for inclusion in the Uniform Environmental Report. If you have any questions or require additional information, please do not hesitate to contact us at your convenience.

Very truly yours,

NORTHWEST ENGINEERING, INC.

Jed A. Fiscus, E.I.T.
Project Manager

JAF/ceb
Enclosures
Cc: Farmington Township
O:\WINWORD\FARM-CLR\Crown Phase II Project\UER\letters\PHMC 5-12-06.doc

R.D. #1, P.O. Box Q, Tidioute PA 16351 • Ph. 814-484-3504 or 1-800-652-0568 • Fax 814-484-7595
E-Mail Address: nwemail@nwengineering.com

0120-PM-PY0003 Rev. 6/2002

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

DEP USE ONLY
Date Received

CULTURAL RESOURCE NOTICE

Read the instructions before completing this form.

SECTION A. APPLICANT IDENTIFIER

Applicant Name	Farmington Township
Street Address	P. O. Box 148
City	Leeper
State	PA
Zip	16233
Telephone Number	814-744-8523
Project Title	Crown Water & Sewer Extension Project - Phase II

SECTION B. LOCATION OF PROJECT

Municipality: Farmington Township | County Name: Clarion | DEP County Code: 16

SECTION C. PERMITS OR APPROVALS

Name of Specific DEP Permit or Approval Requested: Uniform Environmental Report Review

Anticipated federal permits:

- ☐ Surface Mining
- ☐ Army Corps of Engineers
- ☐ 401 Water Quality Certification
- ☐ 404 Water Quality Permit
- ☐ Federal Energy Regulatory Commission
- ☐ Other:

SECTION D. GOVERNMENT FUNDING SOURCES

- ☒ State: (Name) PennVest
- ☐ Local: (Name)
- ☒ Federal: (Name) RUS
- ☐ Other: (Name)

SECTION E. RESPONSIBLE DEP REGIONAL, CENTRAL, DISTRICT MINING or OIL & GAS MGMT OFFICE

DEP Regional Office Responsible for Review of Permit Application

- ☐ Central Office (Harrisburg)
- ☐ Southeast Regional Office (Conshohocken)
- ☐ Northeast Regional Office (Wilkes-Barre)
- ☐ Southcentral Regional Office (Harrisburg)
- ☐ Northcentral Regional Office (Williamsport)
- ☐ Southwest Regional Office (Pittsburgh)
- ☒ Northwest Regional Office (Meadville)
- ☐ District Mining Office:
- ☐ Oil & Gas Office:

SECTION F. RESPONSIBLE COUNTY CONSERVATION DISTRICT, if applicable.

County Conservation District	Telephone Number, if known
Clarion	

SECTION G. CONSULTANT

Consultant, if applicable	Jed A. Fiscus, E.I.T. - Northwest Engineering Inc.
Street Address	RD #1, P. O. Box Q
City	Tidioute
State	PA
Zip	16351
Telephone Number	814-484-3504

SECTION H. PROJECT BOUNDARIES AND DESCRIPTION

REQUIRED

Indicate the total acres in the property under review. Of this acreage, indicate the total acres of earth disturbance for the proposed activity.

Attach a 7.5' U.S.G.S. Map indicating the defined boundary of the proposed activity.

Attach photographs of any building over 50 years old. Indicate what is to be done to all buildings in the project area.

Attach a narrative description of the proposed activity.

Attach the return receipt of delivery of this notice to the Pennsylvania Historical and Museum Commission.

REQUESTED

Attach photographs of any building over 40 years old.

Attach site map, if available.

SECTION I. SIGNATURE BLOCK

Jed A. Sisevo	5/11/06
Applicant's Signature	Date of Submission of Notice to PHMC

E
HB
EF

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Pennsylvania Field Office
315 South Allen Street, Suite 322
State College, Pennsylvania 16801-4850

February 7, 2007

FEB 12 2007
RECEIVED
MAY 17 2007
AUG 31 2007
ENVIRONMENTAL PROTECTIO
NORTHWEST REGIONAL OFFI

Jed Fiscus
Northwest Engineering, Inc.
P O Box Q
Tidioute, PA 16351

RE: USFWS Project #2007-0689

Dear Mr. Fiscus:

This responds to your letter of January 4, 2007, requesting information about federally listed and proposed endangered and threatened species within the area affected by the proposed Crown Water and Sewer Extension Phase II project located in Clarion County, Pennsylvania. The following comments are provided pursuant to the Endangered Species Act of 1973 (87 Stat. 884, as amended; 16 U.S.C. 1531 *et seq.*) to ensure the protection of endangered and threatened species.

Except for occasional transient species, no federally listed or proposed threatened or endangered species under our jurisdiction are known to occur within the project impact area. Therefore, no biological assessment nor further consultation under the Endangered Species Act are required with the Fish and Wildlife Service. This determination is valid for two years from the date of this letter. If the proposed project has not been fully implemented prior to this, an additional review by this office will be necessary. Also, should project plans change, or if additional information on listed or proposed species becomes available, this determination may be reconsidered. A compilation of certain federal status species in Pennsylvania is enclosed for your information.

This response relates only to endangered or threatened species under our jurisdiction, based on an office review of the proposed project's location. No field inspection of the project area has been conducted by this office. Consequently, this letter is not to be construed as addressing potential Service concerns under the Fish and Wildlife Coordination Act or other authorities.

Requests for information regarding State-listed endangered or threatened species should be directed to the Pennsylvania Game Commission (birds and mammals), the Pennsylvania Fish and Boat Commission (fish, reptiles, amphibians and aquatic invertebrates), and the Pennsylvania Department of Conservation and Natural Resources (plants).

To avoid potential delays in reviewing your project, please use the above-referenced USFWS project tracking number in any future correspondence regarding this project.

Please contact Pamela Shellenberger of my staff at 814-234-4090 if you have any questions or require further assistance.

Sincerely,

David Densmore
Supervisor

Enclosure

Northwest Engineering, Inc.
Consultants and Civil Engineers
P.O. Box Q
Tidioute PA 16351
Tel (814) 484-3504 Fax (814) 484-7595

FAX TRANSMITTAL

DATE: January 4, 2007 | 2/7/07

TO: US Fish & Wildlife Attn: Pam

SUBJECT: Farmington Township, Clarion County

FAX NO. 814-234-0748

FROM: Jed Fiscus, E.I.T.

Number of pages including cover sheet: 8

Message:

Attached are the following:

- PNDI search results
- Letter from USDA/Rural Development office that requires we have a response from your office.
- Project narrative and map.

If you would please review and respond at your earliest convenience. As you can see from the USDA letter, we have submitted an Environmental Report for approval. You may fax your response to 814-484-7595.

If you have any questions, please contact me at 814-484-3504.

☒ **NO HARD COPY WILL FOLLOW.** If enclosures are not as noted, kindly notify us at once or **notify us if you want a hard copy.**

☐ **HARD COPY WILL FOLLOW BY:**

☐ U.S. Postal Service
☐ Federal Express
☐ United Parcel Service
☐ Personal Delivery
☐ Other

PNDI Environmental Review
UER Response Narrative

Project: Farmington Township: Crown Water and Sewer Extension – Phase II

It was brought to our attention during work on our latest UER (April 2006 for a water extension project in Conneautville Borough) that the PNDI online search is sufficient for the required reviews by:

1. Pennsylvania Game Commission
2. Pennsylvania Fish and Boat Commission
3. U.S. Fish and Wildlife Service
4. Pennsylvania Department of Conservation and Natural Resources

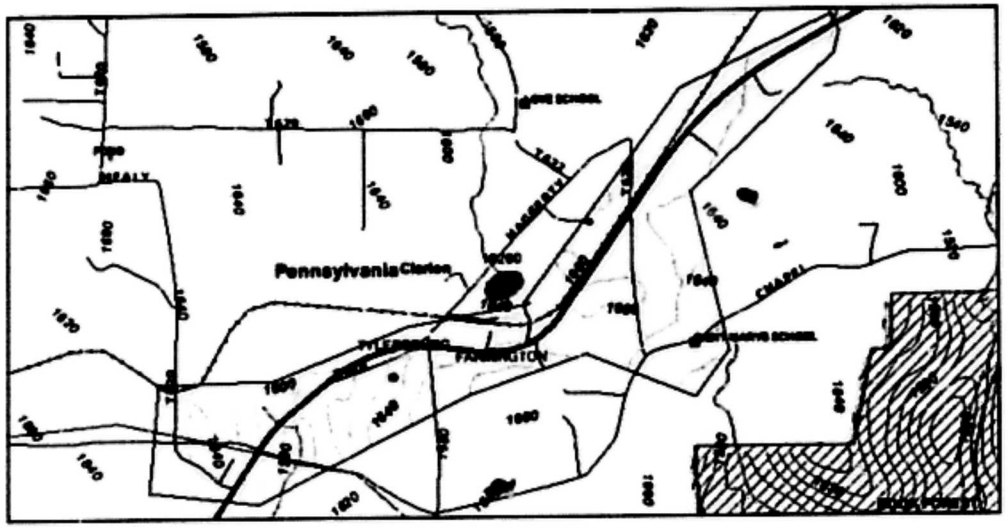
If the search results in no impacts then further correspondence is not required. Project impacts require further correspondence with the agencies affected by the impact.

The above mentioned project returned zero impacts.

PNDI Project Environmental Review Receipt

Project Search ID: 20060509033195
Project Name: Crown Water and Sewer Extension Phase II
Date: 5/9/2006 2:29:24 PM

Project Location



Location Accuracy

Project locations are assumed to be both precise and accurate for the purposes of environmental review. The creator/owner of the Project Review Receipt is solely responsible for the project location and thus the correctness of the Project Review Receipt content.

0 Known Impacts

Under the Following Agencies' Jurisdiction:
None

Project Name: Crown Water and Sewer Extension Phase II
On Behalf Of: Self
Project Search ID: 20060509033195
Date: 5/9/2006 2:29:06 PM
# of Potential Impacts: 0
Jurisdictional Agency:
Project Category: Waste Transfer, Treatment, and Disposal,Liquid waste/Effluent,Sewer line (new - construction in new location)
Project Location
Decimal Degrees: 41.40286 N, -79.24817 W
Degrees Minutes Seconds: 41° 24' 10.3" N, 79° 14' 53.4" W
Lambert: -347509.14703816, 873627.71136781 ft
ZIP Code: 16260,16233
County: Clarion
Township/Municipality: FARMINGTON
USGS 7.5 Minute Quadrangle ID: 407
Quadrangle Name: TYLERSBURG
Project Area: 449.1 acres

APPLICANT INITIALS: JAF

Appendix Q
Page 691 of 772

PNDI Project Environmental Review Receipt

Project Search ID: 20060509033195
Project Name: Crown Water and Sewer Extension Phase II
Date: 5/9/2006 2:29:24 PM

Pennsylvania Natural Diversity Inventory (PNDI) records do **NOT** indicate any known impacts on special concern species and resources within the project area. DEP requires a signed copy of this receipt with permit applications being submitted as indication that an environmental review has been conducted and completed. See DEP PNDI policy at www.naturalheritage.state.pa.us for more information.

Based on the information you provided, no further coordination is required by the Pennsylvania Game Commission, the Pennsylvania Fish and Boat Commission, or the Pennsylvania Department of Conservation and Natural Resources with regard to special concern species, natural communities, or outstanding geologic features. This response does not reflect potential agency concerns regarding impacts to other ecological resources, such as wetlands.

Based on the project-specific information you provided, no impacts to federally listed, proposed, or candidate species are anticipated. Therefore, no further consultation under the Endangered Species Act (87 Stat. 884, as amended; 16 U.S.C. 1531 *et seq.* is required with the U.S. Fish and Wildlife Service. Because no take of federally listed species is anticipated, none is authorized. For a list of species that could occur in your project area (but have not been documented in PNDI), please see the county lists of threatened, endangered, and candidate species. A field visit or survey may reveal previously undocumented populations of one or more threatened or endangered species with a project area. If it is determined that any federally listed species occur in your project area, the U.S. Fish and Wildlife Service requires that you initiate consultation to identify and resolve any conflicts. This response does not reflect potential Fish and Wildlife Service concerns under the Fish and Wildlife Coordination Act or other authorities.

These determinations were based on the project-specific information you provided, including the exact project location; the project type, description, and features; and any responses to questions that were generated during this search. If any of the information you provided does not accurately reflect this project, or if project plans change, DEP and the jurisdictional agencies require that another PNDI review be conducted.

This response represents the most up-to-date summary of the PNDI data files and is good for one(1) year from the date of this PNDI Project Environmental Review Receipt.

DISCLAIMER

The PNDI environmental review website is a preliminary environmental screening tool. It is not a substitute for information obtained from a field survey of the project area conducted by a biologist. Such surveys may reveal previously undocumented populations of species of special concern. In addition, the PNDI only contains information about species occurrences that have actually been reported to the Pennsylvania Natural Heritage Program.

Pennsylvania State Programmatic General Permit (PASPGP)

Please note that regardless of PNDI search results, projects requiring a Chapter 105 DEP individual permit or GP 5, 6, 7, 8, 9 or 11 in certain counties (Adams, Berks, Bucks, Chester, Cumberland, Delaware, Franklin, Lancaster, Lebanon, Lehigh, Monroe, Montgomery, Northampton, Schuylkill and York) are required by DEP to comply with the bog turtle habitat screening requirements of the PASPGP.

TERMS OF USE

Upon signing into the PNDI environmental review website, and as a condition of using it, you agreed to certain terms of use. These are as follows:

APPLICANT INITIALS: JAF

Appendix Q
Page 692 of 772

PNDI Project Environmental Review Receipt

Project Search ID: 20060509033195
Project Name: Crown Water and Sewer Extension Phase II
Date: 5/9/2006 2:29:24 PM

The web site is intended solely for the purpose of screening projects for potential impacts on resources of special concern in accordance with the instructions provided on the web site. Use of the web site for any other purpose or in any other way is prohibited and subject to criminal prosecution under federal and state law, including but not limited to the following: Computer Fraud and Abuse Act of 1986, as amended, 18 U.S.C. § 1030; Pennsylvania Crimes Code, § 4911 (tampering with public records or information), § 7611 (unlawful use of computer and other computer crimes), § 7612 (disruption of service), § 7613 (computer theft), § 7614 (unlawful duplication), and § 7615 (computer trespass).

The PNHP reserves the right at any time and without notice to modify or suspend the web site and to terminate or restrict access to it.

The terms of use may be revised from time to time. By continuing to use the web site after changes to the terms have been posted, the user has agreed to accept such changes.

This review is based on the project information that was entered. The jurisdictional agencies and DEP require that the review be redone if the project area, location, or the type of project changes. If additional information on species of special concern becomes available, this review may be reconsidered by the jurisdictional agency.

PRIVACY and SECURITY

This web site operates on a Commonwealth of Pennsylvania computer system. It maintains a record of each environmental review search result as well as contact information for the project applicant. These records are maintained for internal tracking purposes. Information collected in this application will be made available only to the jurisdictional agencies and to the Department of Environmental Protection, except if required for law enforcement purposes—see paragraph below.

This system is monitored to ensure proper operation, to verify the functioning of applicable security features, and for other like purposes. Anyone using this system consents to such monitoring and is advised that if such monitoring reveals evidence of possible criminal activity, system personnel may provide the evidence to law enforcement officials. See Terms of Use.

Print this Project Review Receipt using your Internet browser's print function and keep it as a record of your search.

Signature: Jed A. Fiscus

Date: 5/9/06

Project applicant on whose behalf this search was conducted:

APPLICANT

Contact Name: Jed A. Fiscus

Address: P.O. Box Q

City, State, Zip: Tidioute, PA 16351

Phone: 814-484-3504

Email: jfiscus@nwengineering.com

PERSON CONDUCTING SEARCH (if not applicant)

Contact Name:

Address:

City, State, Zip:

APPLICANT INITIALS: JAF

Appendix Q
Page 693 of 772

PNDI Project Environmental Review Receipt

Project Search ID: 20060509033195
Project Name: Crown Water and Sewer Extension Phase II
Date: 5/9/2006 2:29:24 PM

Phone: _____

Email: _____

The following contact information is for the agencies involved in this Pennsylvania Natural Diversity Inventory environmental review process. Please read this entire receipt carefully as it contains instructions for how to contact these agencies for further review of this particular project.

 APPLICANT INITIALS: JAF

Appendix Q
Page 694 of 772

Water Quality Documents

Not Applicable

RECEIVED
AUG 31 2007
ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

Coastal Zone Letter

Not Applicable

RECEIVED
AUG 3 1 2007
ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

F
HB
RF

northwest COMMISSION
NORTHWEST PENNSYLVANIA REGIONAL PLANNING AND DEVELOPMENT COMMISSION
A Pennsylvania Local Development District

FEB - 1 2007

E.O. 12372 PROJECT REVIEW

January 31, 2007

RE: Project: Farmington Township Water & Sewer Ext.
Applicant: Farmington Twp.

Mr. Jed Fiscus
Northwest Engineering, Inc.
Consultants and Civil Engineers
P.O. Box Q
Tidioute, PA 16351

Dear ~~Mr. Fiscus~~ Jed,

RECEIVED
AUG 31 2007
ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

The Northwest Pennsylvania Regional Planning and Development Commission has reviewed the above-referenced project.

All comments received regarding this project are enclosed. The Northwest Commission endorses this project.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Edwin H. Goucher
Senior Director, Organizational Development

EHG/ksm

Enclosures

JAN 22 2007

PROJECT SUMMARY NOTIFICATION REVIEW

PROJECT: Farmington Township Water & Sewer Ext.
APPLICANT: Farmington Twp.

CHECK ONE:

THIS AGENCY REVIEWED THE ABOVE PROJECT AND HAS DETERMINED THAT:

1. The project is consistent with this agency's plans, programs, or objectives. (If desired, comments may be attached with this recommendation.) ✓
2. Additional information is required before this agency can complete its review. Information desired is attached. _____
3. The project is not consistent with this agency's plans, programs, or objectives for the reasons indicated on attachment. _____
4. No comment. _____

Signature: David H Gephart
Title: Commissioner
Agency: Clarion County
Address: Courthouse 421 Main St
Clarion Pa 16214

Please send this completed form to:

Mr. Ned Goucher
Northwest Pennsylvania Regional Planning &
Development Commission
395 Seneca Street
P.O. Box 1127
Oil City PA 16301

JAN 25 2007

PROJECT SUMMARY NOTIFICATION REVIEW

PROJECT: Farmington Township Water & Sewer Ext.
APPLICANT: Farmington Twp.

CHECK ONE:

THIS AGENCY REVIEWED THE ABOVE PROJECT AND HAS DETERMINED THAT:

1. The project is consistent with this agency's plans, programs, or objectives. (If desired, comments may be attached with this recommendation.) ✓
2. Additional information is required before this agency can complete its review. Information desired is attached. _____
3. The project is not consistent with this agency's plans, programs, or objectives for the reasons indicated on attachment. _____
4. No comment. _____

Signature: Donna R. Hartle
Title: Commissioner
Agency: Clarion County
Address: 421 Main Street,
Courthouse,
Clarion, Pa. 16214

Please send this completed form to:

Mr. Ned Goucher
Northwest Pennsylvania Regional Planning &
Development Commission
395 Seneca Street
P.O. Box 1127
Oil City PA 16301

JAN 29 2007

PROJECT SUMMARY NOTIFICATION REVIEW

PROJECT: Farmington Township Water & Sewer Ext.
APPLICANT: Farmington Twp.

CHECK ONE:

THIS AGENCY REVIEWED THE ABOVE PROJECT AND HAS DETERMINED THAT:

1. The project is consistent with this agency's plans, programs, or objectives. (If desired, comments may be attached with this recommendation.) ✓
2. Additional information is required before this agency can complete its review. Information desired is attached. _____
3. The project is not consistent with this agency's plans, programs, or objectives for the reasons indicated on attachment. _____
4. No comment. _____

Signature: Donna Oberlander
Title: Commissioner
Agency: Clarion County
Address: 421 Main St.
Clarion, Pa 16214

Please send this completed form to:

Mr. Ned Goucher
Northwest Pennsylvania Regional Planning &
Development Commission
395 Seneca Street
P.O. Box 1127
Oil City PA 16301

U.S. Department of the Interior National Park Service
UER Response Narrative

Project: Farmington Township: Crown Water and Sewer Extension – Phase II

Due to the large number of requests that are received by the National Park Service Northeast Regional Office individual responses are no longer given (see attached letter dated March 20, 2006). We conducted the required research regarding our proposed project. Our research, through web site searches as given to us in the letter, has found that there will be no impacts to any of the Department of the Interiors resources by our proposed project. Specifically, the following resources were investigated to ensure there would be no interference by our proposed project.

- There are no National Parks in the project area,
- There are no Historical Landmarks in the project area,
- There are no Natural Landmarks in the project area,
- There are no National Heritage Areas in the project area,
- There are no National Trails in the project area,
- There are no Land and Water Conservation Funds being used in the project area,
- There are no Urban Park and Recovery Programs in the project area,
- There are no Wild and Scenic Rivers in the project area, and
- There are no Wilderness Areas in the project area.

Since there are no impacts to the Department of the Interiors resources by our proposed project, we will continue to proceed with our intended project. If any changes occur to our project we will ensure that they do not interfere with the Departments resources. Also, should any conflict with the departments resources caused by our project arise in the future, we will do all that we can to correct the situation.

United States Department of the Interior

NATIONAL PARK SERVICE
Northeast Region
United States Custom House
200 Chestnut Street
Philadelphia, PA 19106

IN REPLY REFER TO
L7619 (NER-RSS/RP&C)

Jed A. Fiscis, E.I.T.
Project Engineer
Northwest Engineering, Inc.
R.D. #1, P.O. Box Q
Tidioute, PA 16351

MAR 20 2006

Dear Mr. Fiscus:

The National Park Service Northeast Regional Office has received your request for information. Due to the large number of requests received in this office, we regret that we are unable to provide an individual response to each requestor. Following is a list of the resources of interest to the National Park Service. It is your responsibility to determine if your proposed project is located in the vicinity of, and may potentially affect, any of the listed resources and contact the manager of the specific resource for more information.

National Parks
The National Park System is comprised of over 380 areas throughout the U.S. and its territories. Management responsibility for each National Park unit lies with the Superintendent of that unit. Units of the National Park System can be located by commonly available materials such as highway and county road maps, or USGS topographic maps. Information about specific National Park units and contact information can be found at www.nps.gov .

National Historic Landmarks
National Historic Landmarks (NHLs) are nationally significant historic resources that possess exceptional value or quality in illustrating or interpreting the heritage of the United States Information on NHLs can be found at http://www.cr.nps.gov/nhl/INDEX.htm. The primary contact regarding potential effects of your proposed project on NHLs is the State Historic Preservation Officer (SHPO). Contact information for SHPOs by state can be found at http://www.ncshpo.org/stateinfolist/fulllist.htm. If your project could have an effect on a NHL you should include our Preservation Assistance Office/NHL Program Manager as an interested party and provide information regarding the issues that may affect NHLs. In the event that the SHPO determines your project will have an adverse effect on a NHL under the Historic Preservation Act's Section 106 review process, you must then contact the NHL Program Manager and offer the NPS an opportunity to formally consult with your agency. Information on the 106 process should be sent to Bill Bolger at the National Park Service, 200 Chestnut Street, Philadelphia, PA 10106 or by e-mail to bill_bolger@nps.gov.

National Natural Landmarks
The National Natural Landmarks Program recognizes and encourages the conservation of outstanding examples of our country's natural history in both public and private ownership. The National Park Service administers the National Natural Landmark Program and, if requested, assists National Natural Landmark owners and managers with the conservation of these important sites. A guide to National Natural Landmarks by state and contact information for National Natural Landmarks can be found at http://www.nature.nps.gov/nnl/.

National Heritage Areas
National Heritage Areas are places where natural, cultural, historic and recreational resources combine to form a cohesive, nationally distinctive landscape arising from patterns of human activity shaped by geography. National Heritage Areas may managed by a State or local agency, a commission, or a private nonprofit corporation. The National Park Service provides technical and financial assistance for a limited time (usually 10-15 years) following designation. A list of National Heritage Areas and contact information can be found at http://www.cr.nps.gov/heritageareas/CNTC/INDEX.HTM.

National Trails System
The National Trails System is the network of scenic, historic, and recreation trails created by the National Trails System Act of 1968. These trails provide for outdoor recreation needs, promote the enjoyment, appreciation, and preservation of open-air, outdoor areas and historic resources, and encourage public access and citizen involvement. The National Trails System Act made it Federal policy to recognize and promote trails by providing financial assistance, support of volunteers, coordination with States, and other authorities. As a result, 8 National Scenic Trails and 15 National Historic Trails have been established by act of Congress, and are administered by the National Park Service, the USDA Forest Service, and the Bureau of Land Management, depending on the trail, and over 800 national recreation trails have been designated through recognition by the Secretaries of Agriculture and Interior; and 2 side-and-connecting trails have also been certified. More detail and contact information for these trails can be found at http://www.nps.gov/nts/nts_trails.html. A state-by-state list of National Recreational Trails with contact information can be found at http://www.americantrails.org/nationalrecreationtrails.

Land and Water Conservation Fund
The Land and Water Conservation Fund program provides matching grants to States and local governments for the acquisition and development of public outdoor recreation areas and facilities. The Land and Water Conservation Fund is administered for the NPS through the state. Contact the State Liaison Officer directly for information regarding potential effects of your project. Contact information for State Liaison Officers can be found at http://www.nps.gov/ncrc/programs/lwcf/contact_list.html.

Urban Park and Recreation Recovery Program
The Urban Park and Recreation Recovery Program provides direct Federal assistance to urban localities for rehabilitation of critically needed recreation facilities. The Urban Park and

Recreation Recovery Program is administered by the National Park Service. A list of funded cities and contact information for the Urban Park and Recreation Recovery Program can be found at http://www.ncrc.nps.gov/uparr/. If your project occurs in one of the funded or eligible cities, contact the Urban Park and Recreation Recovery Program directly for more information regarding potential effects of your project.

Wild and Scenic Rivers

The National Wild and Scenic Rivers System preserves certain rivers with outstanding scenic, recreational, geologic, fish and wildlife, historic, cultural or other similar values in a free-flowing condition for the enjoyment of present and future generations. There are four primary federal agencies charged with protecting and managing wild and scenic rivers: the Bureau of Land Management, the US Forest Service, the US Fish and Wildlife Service, and the National Park Service. A list of designated rivers and contact information can be found at http://www.nps.gov/rivers/wildriverslist.html#pa. This website also contains information about the Nationwide Rivers Inventory (NRI), which is an additional list of river segments with significant natural and/or cultural values that should be considered in the planning process.

Wilderness Areas

The Wilderness Act of 1964 originated out of a national concern over trends affecting roadless areas on the national forests. But it was also applied to lands in the National Park System because of concerns about the erosion of roadless blocks within units of the National Park System. The Wilderness Act supplements the NPS's basic statutory authority. It serves as a permanent zoning device, with national legal sanction, determining where roads and structures will not intrude. A list of National Park Service Wilderness Areas and contact information can be found at http://wilderness.nps.gov/maplocator.cfm.

Thank you for your interest in the National Park Service and its programs.

Sincerely,

Resource Planning and Compliance Program
National Park Service, Northeast Regional Office
200 Chestnut Street
Philadelphia, PA 19106

FJFRF CW

County of Clarion
DEPARTMENT OF PLANNING AND DEVELOPMENT
Court House, 421 Main Street, Clarion, Pennsylvania 16214
www.co.clarion.pa.us
(814) 226-4000, Ext. 2801
FAX (814) 226-5275

Twila L. Rifenberrick, Director
trifenberrick@co.clarion.pa.us

Kristi Ditz, Assistant Planner
kditz@co.clarion.pa.us

Kevin L. Reichard, County Engineer
kreichard@co.clarion.pa.us

August 01, 2006
Jed A. Fiscus, EIT
Northwest Engineering, Inc.
P.O. Box Q

Re: Uniform Environmental Review
Crown Water & Sewer Extension Project – Phase 2
Farmington Township, Clarion County, PA.

Dear Mr. Fiscus:

I have reviewed the information that you sent our department concerning the above referenced project. The information sent does not show any specific details of the construction to be performed, but the project as a whole is a benefit to the subject area and we have no concerns or problems with the project as shown. Thank you.

Sincerely,

Kevin L. Reichard
County Engineer

AUG - 2 2006

Northwest Engineering, Inc.
Consultants and Civil Engineers

CERTIFIED MAIL: 7004 1350 0005 7658 4847

12-May-06

Clarion County Planning
Courthouse
Clarion PA 16214

Subject: Uniform Environmental Review
Crown Water & Sewer Extension Project-Phase 2
Farmington Township, Clarion County, PA

To Whom It May Concern:

Farmington Township is in the process of performing an Environmental Review pursuant to the National Environmental Policy Act for USDA, Rural Utilities Service (RUS) in order to assess the environmental impacts of constructing extensions to their water distribution and wastewater collection systems. The total construction proposed for the project will consist of installing approximately 13,000 lineal feet of water distribution lines and 13,000 lineal feet of small diameter, low pressure sewer lines and appurtenances.

It is anticipated the project may be financed primarily by RUS. Following construction, all businesses and residences having access to the utilities will be required by ordinance to connect to the systems. Total construction costs are estimated at approximately $1,000,000.

We have enclosed a project narrative and a 7.5-minute, USGS map illustrating the project area. Please review the information and provide comments to this office within 30 days for inclusion in the Uniform Environmental Report. If you have any questions or require additional information, please do not hesitate to contact us at your convenience.

Very truly yours,

NORTHWEST ENGINEERING, INC.

Jed A. Fiscus, E.I.T.
Project Manager

JAF/ceb
Enclosures
Cc: Farmington Township

O:\WINWORD\FARM-CLR\Crown Phase II Project\UER\letters\clarion county 5-12-06.doc

R.D. #1, P.O. Box Q, Tidioute PA 16351 • Ph. 814-484-3504 or 1-800-652-0568 • Fax 814-484-7595
E-Mail Address: nwemail@nwengineering.com

August 11, 2006

Farmington Township, Crown Phase II

Ned Goucher telephoned. The Northwest PA Regional Planning does not do review's for UER. When the project files an application for funding, that office will review and respond at that time.

Northwest Engineering, Inc.
Consultants and Civil Engineers

CERTIFIED MAIL 7002 2410 0000 0825 9411

12-May-06

Northwest PA Regional Planning
and Development Commission
395 Seneca Street
P.O. Box 1127
Oil City PA 16301

Subject: Uniform Environmental Review
Crown Water & Sewer Extension Project-Phase 2
Farmington Township, Clarion County, PA

To Whom It May Concern:

Farmington Township is in the process of performing an Environmental Review pursuant to the National Environmental Policy Act for USDA, Rural Utilities Service (RUS) in order to assess the environmental impacts of constructing extensions to their water distribution and wastewater collection systems. The total construction proposed for the project will consist of installing approximately 13,000 lineal feet of water distribution lines and 13,000 lineal feet of small diameter, low pressure sewer lines and appurtenances.

It is anticipated the project may be financed primarily by RUS. Following construction, all businesses and residences having access to the utilities will be required by ordinance to connect to the systems. Total construction costs are estimated at approximately $1,000,000.

We have enclosed a project narrative and a 7.5-minute, USGS map illustrating the project area. Please review the information and provide comments to this office within 30 days for inclusion in the Uniform Environmental Report. If you have any questions or require additional information, please do not hesitate to contact us at your convenience.

Very truly yours,

NORTHWEST ENGINEERING, INC.

Jed A. Fiscus, E.I.T.
Project Manager

JAF/ceb
Enclosures
Cc: Farmington Township

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Northwest Engineering, Inc.
Consultants and Civil Engineers

CERTIFIED MAIL 7002 2410 0000 0825 9435

May 12, 2006

United States EPA
Water Protection Division Region III
Mailcode 3WP21
1650 Arch Street
Philadelphia, PA 19103-2029

Subject: Uniform Environmental Review
Crown Water & Sewer Extension Project-Phase 2
Farmington Township, Clarion County, PA

To Whom It May Concern:

Farmington Township is in the process of performing an Environmental Review pursuant to the National Environmental Policy Act for USDA, Rural Utilities Service (RUS) in order to assess the environmental impacts of constructing extensions to their water distribution and wastewater collection systems. The total construction proposed for the project will consist of installing approximately 13,000 lineal feet of water distribution lines and 13,000 lineal feet of small diameter, low pressure sewer lines and appurtenances.

It is anticipated the project may be financed primarily by RUS. Following construction, all businesses and residences having access to the utilities will be required by ordinance to connect to the systems. Total construction costs are estimated at approximately $1,000,000.

We have enclosed a project narrative and a 7.5-minute, USGS map illustrating the project area. Please review the information and provide comments to this office within 30 days for inclusion in the Uniform Environmental Report. If you have any questions or require additional information, please do not hesitate to contact us at your convenience.

Very truly yours,

NORTHWEST ENGINEERING, INC.

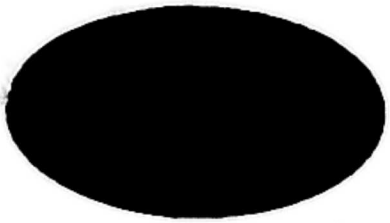
Jed A. Fiscus, E.I.T.
Project Manager

JAF/ceb
Enclosures
cc: Farmington Township

O:\WINWORD\FARM-CLR\Crown Phase II Project\UER\letters\US EPA 5-12-06.doc

R.D. #1, P.O. Box Q, Tidioute PA 16351 • Ph. 814-484-3504 or 1-800-652-0568 • Fax 814-484-7595
E-Mail Address: nwemail@nwengineering.com

F
JF
RF



CLARION CONSERVATION DISTRICT
265 Holiday Inn Rd. Suite 2
Clarion, PA 16214
814-226-4070 ext. 113
trudy.alexander@pa.nacdnet.net

Northwest Engineering, Inc.
Consultants and Civil Engineers
P.O. Box Q
Tidioute, PA 16351

January 5, 2007

RE: Farmington Township

Dear Mr. Fiscus,

Upon review of the project area located in Farmington Township, Clarion County, the Clarion Conservation District concludes that construction of a public water distribution system and sanitary sewer collection system will not affect agriculture or soil resources in this area.

If you need additional assistance please feel free to contact me.

Sincerely,

Trudy Alexander
District Manager

JAN - 5 2007

Northwest Engineering, Inc.
Consultants and Civil Engineers

CERTIFIED MAIL **7004 1350 0005 7658 4830**

12-May-06

Clarion County Soil Conservation
RR #3. Box 265
Mayfield Professional Building
Clarion PA 16214

Subject: Uniform Environmental Review
Crown Water & Sewer Extension Project-Phase 2
Farmington Township, Clarion County, PA

To Whom It May Concern:

Farmington Township is in the process of performing an Environmental Review pursuant to the National Environmental Policy Act for USDA, Rural Utilities Service (RUS) in order to assess the environmental impacts of constructing extensions to their water distribution and wastewater collection systems. The total construction proposed for the project will consist of installing approximately 13,000 lineal feet of water distribution lines and 13,000 lineal feet of small diameter, low pressure sewer lines and appurtenances.

It is anticipated the project may be financed primarily by RUS. Following construction, all businesses and residences having access to the utilities will be required by ordinance to connect to the systems. Total construction costs are estimated at approximately $1,000,000.

We have enclosed a project narrative and a 7.5-minute, USGS map illustrating the project area. Please review the information and provide comments to this office within 30 days for inclusion in the Uniform Environmental Report. If you have any questions or require additional information, please do not hesitate to contact us at your convenience.

Very truly yours,

NORTHWEST ENGINEERING, INC.

Jed A. Fiscus, E.I.T.
Project Manager

Enclosures
Cc: Farmington Township

O:\WINWORD\FARM-CLR\Crown Phase II Project\UER\letters\clarion soil 5-12-06.doc

R.D. #1, P.O. Box Q, Tidioute PA 16351 • Ph. 814-484-3504 or 1-800-652-0568 • Fax 814-484-7595
E-Mail Address: nwemail@nwengineering.com

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

NW PA Regional Planning & Dev. Commission
P.O. Box 1127
Oil City PA 16301

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Robyn Kenerson ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

OIL CITY PA 16301 JUL 12 2006 USPS

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7002 2410 0000 0825 9411

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

7002 2410 0000 0825 9411

U.S. Postal Service™
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For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$ .39
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 4.64

Postmark Here JUL 12 2006 USPS

Sent To NW PA Regional Planning & Dev. Comm.
Street, Apt. No.; or PO Box No. P.O. Box 1127
City, State, ZIP+4 Oil City PA 16301

PS Form 3800 June 2002 See Reverse for Instructions

FARM UER

U.S. Postal Service
CERTIFIED MAIL... RECEIPT
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For delivery information visit our website at www.usps.com.

OFFICIAL USE

Postage $ .39
Certified Fee 2.40
Return Receipt Fee (Endorsement Required) 1.85
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees $ 4.64

Postmark Here
MAY 12 2006

Sent To Clarion County Planning
Street, Apt. No.; or PO Box No. Courthouse
City, State, ZIP+4 Clarion PA 16214

PS Form 3800, June 2002 — See Reverse for Instructions

7004 1350 0005 7658 4847

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Clarion County Planning
Courthouse
Clarion PA 16214

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Address

B. Received by (Printed Name) C. Date of Delivery 5/15/06

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7004 1350 0005 7658 4847

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1

FARM UER

U.S. Postal Service
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OFFICIAL USE

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Certified Fee 2.40
Return Receipt Fee (Endorsement Required) 1.85
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees $ 4.64

Postmark Here
MAY 12 2006

Sent To Dep't. of Army
Street, Apt. No.; or PO Box No. 1000 Liberty Ave.
City, State, ZIP+4 Pittsburgh PA 15222

PS Form 3800, June 2002 — See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Dep't. of Army
Wm S. Moorhead Fed. Bldg.
1000 Liberty Ave.
Pittsburgh PA 15222

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) JAMES O'TOOLE C. Date of Delivery 5/15/0

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7004 1350 0005 7658 4854

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M

FARM UER

U.S. Postal Service
CERTIFIED MAIL... RECEIPT
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For delivery information visit our website at www.usps.com.

OFFICIAL USE

Postage $ .39
Certified Fee 2.40
Return Receipt Fee (Endorsement Required) 1.85
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees $ 4.64

Postmark Here
MAY 12 2006

Sent To Clarion Co. Soil Conservation
Street, Apt. No.; or PO Box No. RR#3, Box 265
City, State, ZIP+4 Clarion PA 16214

PS Form 3800, June 2002 — See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CLARION County Soil
Conservation
RR#3, Box 265
Mayfield Prof. Bldg.
Clarion PA 16214

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) Lisa Lynch C. Date of Delivery 5/15/06

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7004 1350 0005 7658 4830

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-

POOR QUALITY ORIGINAL

FORM VER

CERTIFIED MAIL RECEIPT
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For delivery information visit our website at www.usps.com
OFFICIAL USE
Postage $ .39
Certified Fee 2.40
Return Receipt Fee (Endorsement Required) 1.85
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees $ 4.64
Postmark Here MAY 12 2003
Sent To U.S. EPA - Water Protection Div.
Street, Apt. No.; or PO Box No. 1650 ARCH ST.
City, State, ZIP+4 Philadelphia PA 19103 - 2029
PS Form 3800, June 2002 See Reverse for Instructions

7002 2410 0000 0825 9435

SENDER: COMPLETE THIS SECTION
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
United States EPA
Water Protection Division - III
Mailcode 3WP21
1650 ARCH St.
Philadelphia PA 19103

COMPLETE THIS SECTION ON DELIVERY
A. Signature
ENVIRONMENTAL PROTECTION AGENCY
1650 Arch Street
Philadelphia, PA 19103-2029
☐ Agent ☐ Addres
B. Received by (Printed Name) C. Date of Deli
MAY 19 2003
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchanx
☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service labe) 7002 2410 0000 0825 9435

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-

FORM VER

CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com
OFFICIAL USE
Postage $ .39
Certified Fee 2.40
Return Receipt Fee (Endorsement Required) 1.85
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees $ 4.64
Postmark MAY 12 2003
Sent To PHMC - Bureau of Historic Pres.
Street, Apt. No.; or PO Box No. 2nd Floor - 400 North St.
City, State, ZIP+4 Harrisburg PA 17120
PS Form 3800, June 2002 See Reverse for Instructions

7004 1350 0005 7658 4823

SENDER: COMPLETE THIS SECTION
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
PA-HMC-Bureau of Historic Preservation
2nd Floor, 400 North St.
Harrisburg PA 17120

COMPLETE THIS SECTION ON DELIVERY
A. Signature
X
☐ Agent ☐ Addre
B. Received by (Printed Name) MAY 15 2003 C. Da
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchan
☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7004 1350 0005 7658 4823

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M

FORM VER

CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com
OFFICIAL USE
Postage $ .63
Certified Fee 2.40
Return Receipt Fee (Endorsement Required) 1.85
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees $ 4.88
Postmark MAY 12 2003
Sent To Supervisory Distr. Conservationist - NRCS
Street, Apt. No.; or PO Box No. 265 Holiday Inn Rd. Suite 2
City, State, ZIP+4 Clarion Pa 16214
PS Form 3800, June 2002 See Reverse for instructions

7002 2410 0000 0825 9428

SENDER: COMPLETE THIS SECTION
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Supervisory Dist. Conservationist
Natural Resources Conservation Service
265 Holiday Inn Rd. Suite 2
Clarion PA 16214

COMPLETE THIS SECTION ON DELIVERY
A. Signature
X Judith Mellott ☐ Agent ☐ Addre
B. Received by (Printed Name) Judith Mellott C. Date of Del 5-15-0
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchar
☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

POOR QUALITY ORIGINAL

JUL 26 2006

Farmington Township

32691 State Route 66
P.O. Box 148
Leeper, PA 16233-0148
Telephone/Fax (814) 744-8523
Email: farmtwp@penn.com

July 26, 2006

Celene Watson
Northwest Engineering, Inc.
P.O. Box Q
Tidioute, PA 16351

RE: Agricultural Security Area

Dear Celene:

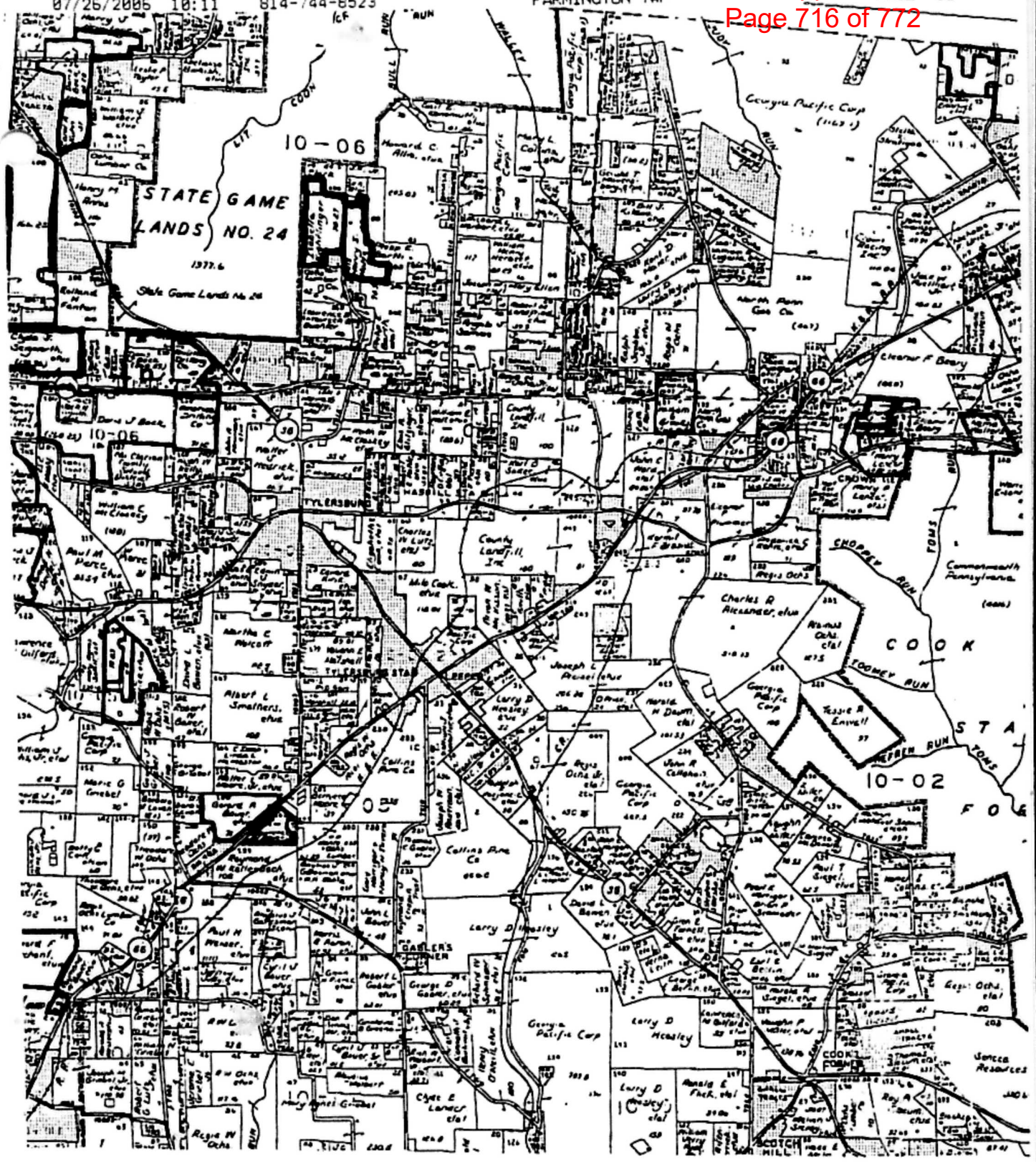
In response to your fax dated July 24, 2006, an Agricultural Security Area does exist in Farmington Township. The original properties were recorded at the Clarion County Recorder's Office on September 19, 1995, Book 442, Page 220 and additions were recorded January 10, 2003, Book 598, Page 986. The Agricultural Security Area currently consists of 1,657.37 acres of property and thirteen landowners. None of the properties are within the proposed sewer area for the Uniform Environmental Report. A map showing the properties is enclosed for your reference. Should you have any questions or need further information, please don't hesitate to contact me.

Sincerely,

FARMINGTON TOWNSHIP BOARD OF SUPERVISORS

Nancy S. Mellon
Secretary/Treasurer

In accordance with federal law and USDA policy, Farmington Township is prohibited from discrimination on the basis of race, color, national origin, sex, religion, age, disability (not all prohibited bases apply to all programs). To file a complaint of discrimination, write USDA Director, Office of Civil Rights, Washington DC 20250-9410 or call 202/720-5064 (voice or TDD). USDA is an equal opportunity provider and employer.



RED - PRESENT

BLUE - PROPOSED

POOR QUALITY ORIGINAL

Northwest Engineering, Inc.
Consultants and Civil Engineers
P.O. Box Q
Tidioute PA 16351
Tel (814) 484-3504 Fax (814) 484-7595

FAX TRANSMITTAL

DATE: July 24, 2006

TO: Clarion County Tax Assessment Office

SUBJECT: Farmington Township

FAX NO. 814-226-

FROM: Celene Watson

Number of pages including cover sheet: 2

Message:

Attached is a project area map depicting the proposed sewer area for the Uniform Environmental Report (UER) for the referenced Township. The Township has yet to decide whether they will proceed with this project. However, we are preparing the UER and must have agency comments. Once we receive your comments regarding the below information we must send to the Department of Agriculture for them to review and respond.

1. Are there any properties within the proposed sewer area that receive preferential tax status? No, Clean & Green, KOZ, or LERTA properties in the proposed area.

Your comments regarding this matter can be faxed to our office at the above number. Thank you for your assistance and please call Jed Fiscus of our office if you have any questions.

☒ **NO HARD COPY WILL FOLLOW.** If enclosures are not as noted, kindly notify us at once or notify us if you want a hard copy.

☐ **HARD COPY WILL FOLLOW BY:**
- ☐ U.S. Postal Service
- ☐ Federal Express
- ☐ United Parcel Service
- ☐ Personal Delivery
- ☐ Other

7-24-06
Rebecca L. Reed, CE
Director of Assessment - Clarion County

Northwest Engineering, Inc.
Consultants and Civil Engineers

Certified Mail **7002 2410 0000 0825 9763**

July 26, 2006

Department of Agriculture
Bureau of Farmland Preservation
2301 North Cameron Street
Harrisburg PA 17110-9408

Subject: Farmington Township, Clarion County
Public Sewerage Project

To Whom It May Concern:

On behalf of Farmington Township, we are preparing an Uniform Environmental Report (UER).

Enclosed is the following information:

- Project summary
- Location map
- Response from Clarion County Tax Assessment office regarding that there are no properties within the proposed project area that receive preferential tax status.
- Response from Farmington Township regarding that there are no ASA areas in the proposed project area.

Your review of this would be greatly appreciated. Comments should be sent to this office within 30 days for inclusion in the UER.

If you need additional information, please contact me at this office.

Very truly yours,

NORTHWEST ENGINEERING, INC.

Jed A. Fiscus, E.I.T.

JAF/ckw

Enclosures

cc: Farmington Township

O:\WINWORD\FARM-CLR\Crown Phase II Project\UER\letters\agriculture 07-26-06.doc

R.D. #1, P.O. Box Q, Tidioute PA 16351 • Ph. 814-484-3504 or 1-800-652-0568 • Fax 814-484-7595
E-Mail Address: nwemail@nwengineering.com

U.S. Postal Service
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Postage $ .63
Certified Fee 2.40
Return Receipt Fee (Endorsement Required) 1.85
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees $
Postmark Here
JUL 26 2006
Sent To
Dept. of Agriculture
Street, Apt. No.; or PO Box No.
2301 N. Cameron St
City, State, ZIP+4
Harrisburg PA 17110
PS Form 3800, June 2002

POOR QUALITY ORIGINAL

Farmington UGR II

SENDER COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Dept. of Agriculture
2301 N. Cameron St
Harrisburg PA
17110-9408

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) Rebecca JUL 28 2006

C. Date of Delivery

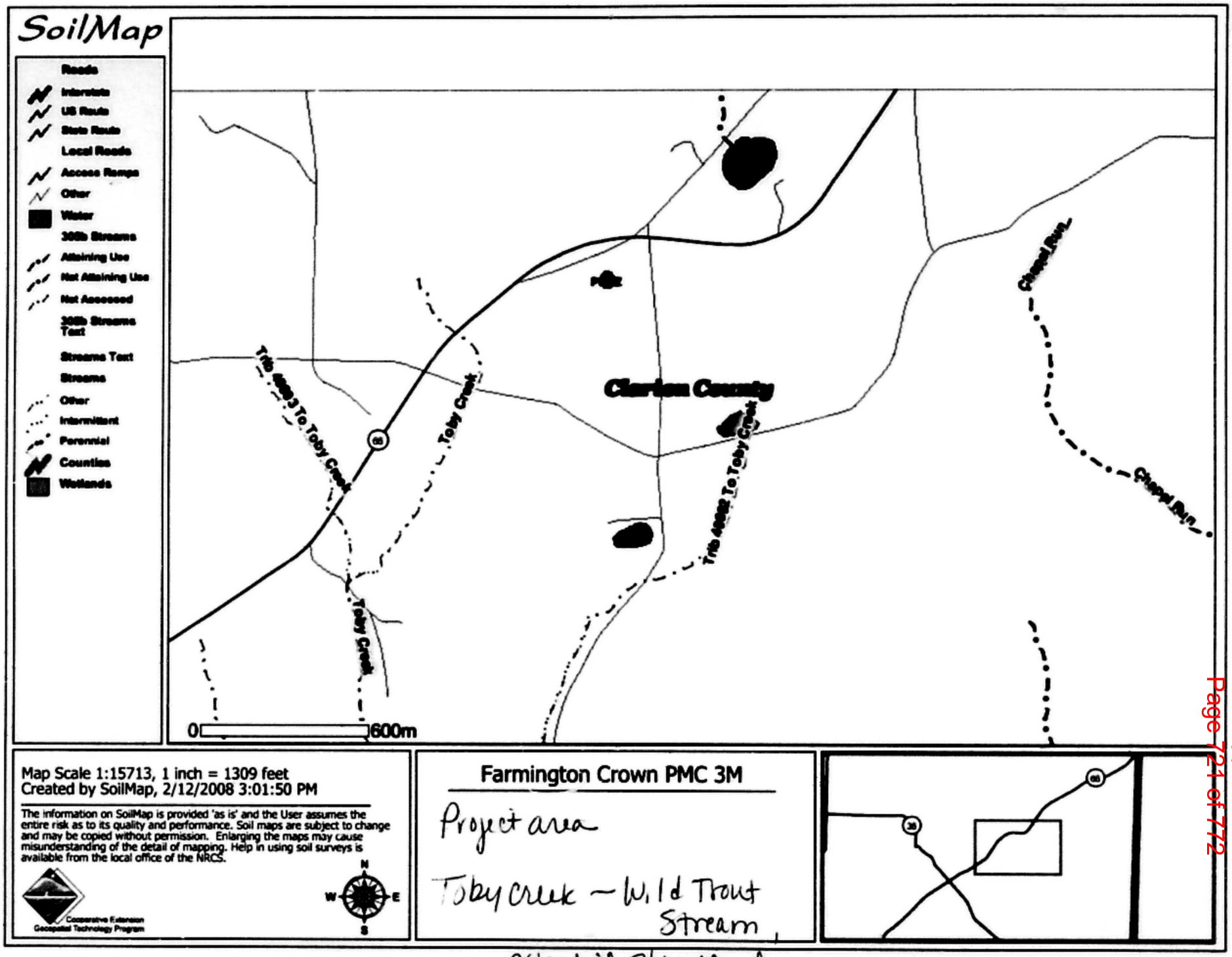
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. 7002 2410 0000 0825 9763

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540


SoilMap
Roads
Interstate
US Route
State Route
Local Roads
Access Ramps
Other
Water
303b Streams
Attaining Use
Not Attaining Use
Not Assessed
303b Streams Text
Streams Text
Streams
Other
Intermittent
Perennial
Counties
Wetlands
Clarion County
Trib 46983 To Toby Creek
Toby Creek
Trib 46982 To Toby Creek
Chapel Run
0
600m
Map Scale 1:15713, 1 inch = 1309 feet
Created by SoilMap, 2/12/2008 3:01:50 PM
The information on SoilMap is provided 'as is' and the User assumes the entire risk as to its quality and performance. Soil maps are subject to change and may be copied without permission. Enlarging the maps may cause misunderstanding of the detail of mapping. Help in using soil surveys is available from the local office of the NRCS.
Cooperative Extension
Geospatial Technology Program
N
W
E
S
Farmington Crown PMC 3M
Project area
Toby creek – Wild Trout Stream,
Potential EV wetland.

NRWO List of Wild Trout Streams (EV Wetlands in Floodplain of)

6/7/07

County	Stream Name	Tributary to	Section Limits	Miles	Mouth Lat/Long		Nearest town
Buter	Unnamed Trib	Silver Ck	Headwaters dnst to mouth	4.05	410347	794706	Hilliards
Butler	Silver Ck	Bear Ck	Headwaters dnst to mouth	7.4	410206	794444	Parker
Butler	Stony Run	Connoquenessing Ck	Headwaters dnst to mouth	51.49	405515	795247	Mount Chestnut
Clarion	Beaver Ck	Clarion R	Mehrten Rd Bdge dnst to Rt 338 Bdge at Blair's Crn's	18.73	410937	793251	Knox
Clarion	Blyson Run	Clarion R	Headwaters dnst to mouth	40.32	411607	791810	Lucinda
Clarion	Boyd Run	Deer Ck	Headwaters dnst to mouth	2.10	411141	792811	Clarion
Clarion	Browns Run	Toms Run	Headwaters dnst to mouth	2.72	412139	791403	Cooksburg
Clarion	Bull Run	Coon Ck	Headwaters dnst to mouth	5.44	412546	791845	Tylersburg
Clarion	Canoe Ck	Clarion R	Headwaters dnst to mouth				
Clarion	Cathers Run	Clarion R	Headwaters dnst to mouth	47.1	411900	791402	Cooksburg
Clarion	Chapel Run	Toms Run	Headwaters dnst to mouth	4.24	412240	791434	Marienville West
Clarion	Cherry Run	Licking Ck	Headwaters dnst to mouth				
Clarion	Hefren Run	Toms Run	Headwaters dnst to mouth	1.78	412103	791334	Cooksburg
Clarion	Mahles Run	Paint Ck	Headwaters dnst to mouth				
Clarion	Maxwell Run	Clarion R	Headwaters dnst to mouth	43.58	411730	791609	Lucinda
Clarion	McCanna Run	Pendleton Run	Headwaters dnst to mouth	0.9	411449	791409	Corsica
Clarion	Mill Ck	Clarion R	Headwaters dnst to Conf Ltl Mill Ck	37.36	411408	791917	Strattanville
Clarion	Pendleton Run	Mill Ck	Headwaters dnst to mouth	7.52	411406	791406	Corsica
Clarion	Spangler Run	Pendleton Run	Headwaters dnst to mouth	0.9	411449	791409	Corsica
Clarion	Stroup Run	Mill Ck	Headwaters dnst to mouth	3.04	411416	791714	Strattanville
Clarion	Toby Ck	Clarion R	Headwaters dnst to conf Henry Rn	32.28	411335	792325	Clarion
Clarion	Toomey Run	Toms Run	Headwaters dnst to mouth	3.46	412205	791430	Cooksburg
Clarion	Woods Run	Mill Ck	Headwaters dnst to mouth	5.42	411313	791549	Strattanville
Crawford	Caldwell Ck	Pine Ck	Headwaters dnst to mouth	3.08	413800	793655	Grand Valley
Crawford	Church Run	Oil Ck	Headwaters dnst to mouth	18.18	413726	793941	Titusville South
Crawford	Deckard Run	Little Sugar Ck	Headwaters dnst to mouth	3.16	413212	800037	Cochranton
Crawford	Dolly Run	Shirley Run	Headwaters dnst to mouth	2.22	414229	793946	Titusville North
Crawford	Dry Run	Sugar Ck	Headwaters dnst to mouth	18.64	413725	795123	Dempseytown
Crawford	East Branch	Sugar Ck Sugar Ck	Headwaters dnst to mouth	17	413614	795107	Dempseytown
Crawford	Federal Run	Muddy Ck	Headwaters dnst to mouth				
Crawford	Five Mile Ck	East Branch Oil Ck	Headwaters dnst to mouth				
Crawford	Henderson Run	Pine Ck	Headwaters dnst to mouth	2.7	413750	793713	Grand Valley
Crawford	Hummer Ck	Thompson Ck	Headwaters dnst to mouth	5 41	4110	793948	Titusville North
Crawford	Kelly Run	French Ck	Headwaters dnst to mouth				
Crawford	Little Conneauttee Ck	Conneauttee Ck	Headwaters dnst to mouth	0.38	414845	800432	Cambridge Springs
Crawford	Mackey Run	Muddy Ck	Headwaters dnst to mouth				
Crawford	McLaughlin Ck	Thompson Ck	Headwaters dnst to mouth	1.46	413931	794251	Titusville North
Crawford	Muddy Ck	French Ck	Headwaters dnst to T-794 Dewey Road Bridge				
Crawford	Pine Ck	Oil Ck	Headwaters dnst to mouth	17.5	413705	793911	Titusville South
Crawford	Porky Run	Caldwell Ck	Headwaters dnst to mouth	0.82	413832	793705	Grand Valley

DRAWING FOUND HERE

USED FOR DOCUMENTS LARGER THAN 12" X 14"
USE **BLACK** FELT TIP PEN

FILL THIS TARGET OUT COMPLETELY, REPLACE DRAWING WITH IT

~~APERTURE CARD IN FILE~~

Maps at end of microfiche dk

REFER TO:

CO.		MUN.			PROG. CODE		PERMIT NUMBER								ER-EP-25 (8-81) DEPARTMENT OF ENVIRONMENTAL PROTECTION
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1	6	9	0	9	2	6	K	6	-	0	6	-	1	0	5

CASE NAME

615778

17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
F	A	R	M	I	N	G	T	O	N		T	W	P		S	T	P		C	L	A	R	I

FOLIO		SHEET NO.			NO. OF SHEETS			REV NO.		SCALES	IDENTIFICATION CARD FOR MICROFILMING
41	42	43	44	45	46	47	48	49	50		
					0	0	1			05/03 - 02/08	

ATTACH COMPLETED ID CARD TO DRAWINGS, AND MOVE DRAWINGS TO BACK OF BOX.

PLEASE USE OTHER FORM ON DRAWINGS!

DEP Drawing found here Created on 11/3/1999 6:10 AM

Northwest Engineering, Inc.
Consultants and Civil Engineers

April 3, 2007

Mr. Gerald Berg
Department of Environmental Protection
310 Best Avenue
White Memorial Building
Knox PA 16232

RECEIVED
AUG 3 1 2007
ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

Subject: Farmington Township, Clarion County
Minor Act 537 Update Revision
Component 3m dated December 2006

Dear Jerry:

Attached are two copies of wetland and hydric soils maps to be attached to the 3m Module. We have also enclosed for your review two copies of the Uniform of Environmental Report which has been submitted to and is under review by USDA/Rural Utilities Service. It is not certain how this project will be financed and the UER should satisfy the requirements of both RUS and PennVest.

At a meeting several weeks ago, Mike Zimmerman mentioned a discrepancy between what we refer to in the 3m Module as approximately 20 EDUs as compared to the sanitary survey which shows 25 EDUs. Two areas are studied in the 3m Module namely Chapel Drive and Ochs Hollow. The Ochs Hollow area contains 11 residential EDUs which appear to be principally seasonal in nature. We anticipate once sanitary sewer service is constructed and these residential units are required to connect to the system, pay tap fee and monthly user fee, there is a reasonable chance that five of the units could be demolished or abandoned. Any reduction in EDUs available to pay fees is significant to the economics of a project and we attempt to anticipate potential problems during the planning phase.

Should you need additional information to continue the processing of the module, please contact me.

Very truly yours,

NORTHWEST ENGINEERING, INC.

Harold C. Bloomgren, Jr.
President

HCB/ckw

Enclosures

O:\WINWORD\FARM-CLR\Crown Phase II Project\3m phase 4 additional areas\berg 4-4-07.doc

R.D. #1, P.O. Box Q, Tidioute PA 16351 • Ph. 814-484-3504 or 1-800-652-0568 • Fax 814-484-7595
E-Mail Address: nwemail@nwengineering.com

Northwest Engineering, Inc.
Consultants and Civil Engineers

June 25, 2007

Mr. Jerry Berg
Department of Environmental Protection
P.O. Box 669
Knox PA 16232

Subject: Farmington Township, Clarion County
3m Module Phase IV Sewer Project

Dear Jerry:

We attach two copies each of drawings identified as Study Area Exhibit #2 and Hydric Soils Mapping Exhibit #6. Please note two areas are included under the Phase IV project. The connection points are along State Route 66 and at the intersection of State Route 4004 and T-627. The pipeline these areas will connect into are also proposed for construction under an RUS project currently under review by that agency.

Should you have any questions, please feel free to contact me.

Very truly yours,

NORTHWEST ENGINEERING, INC.

Harold C. Bloomgren, Jr.
President

HCB/ckw

Enclosures

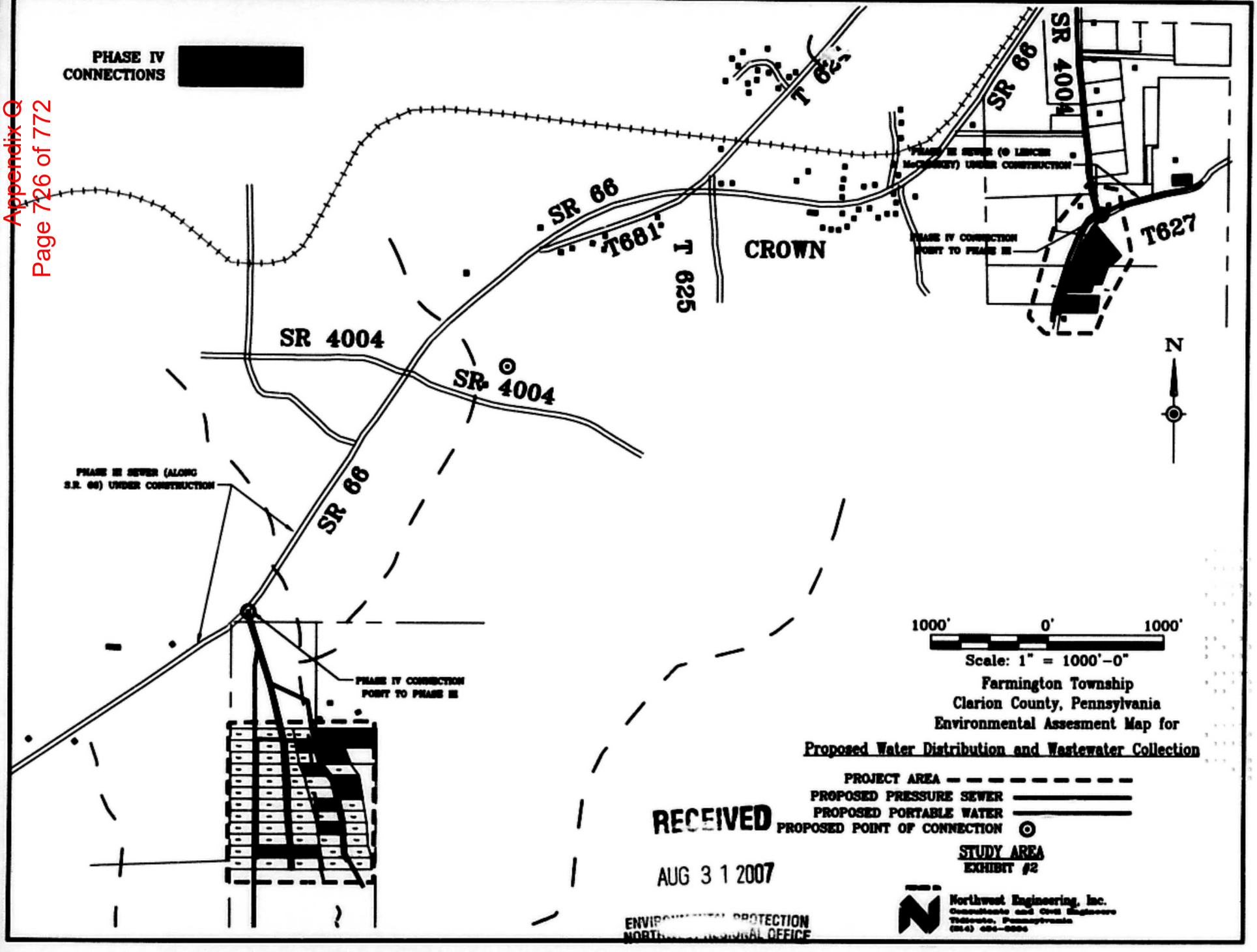
Cc: Farmington Township, w/enc.

RECEIVED

AUG 3 1 2007

ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

R.D. #1, P.O. Box Q, Titusville PA 16354 • Ph. 814-484-3504 or 1-800-652-0568 • Fax 814-484-7595
E-Mail Address: nwemail@nwengineering.com



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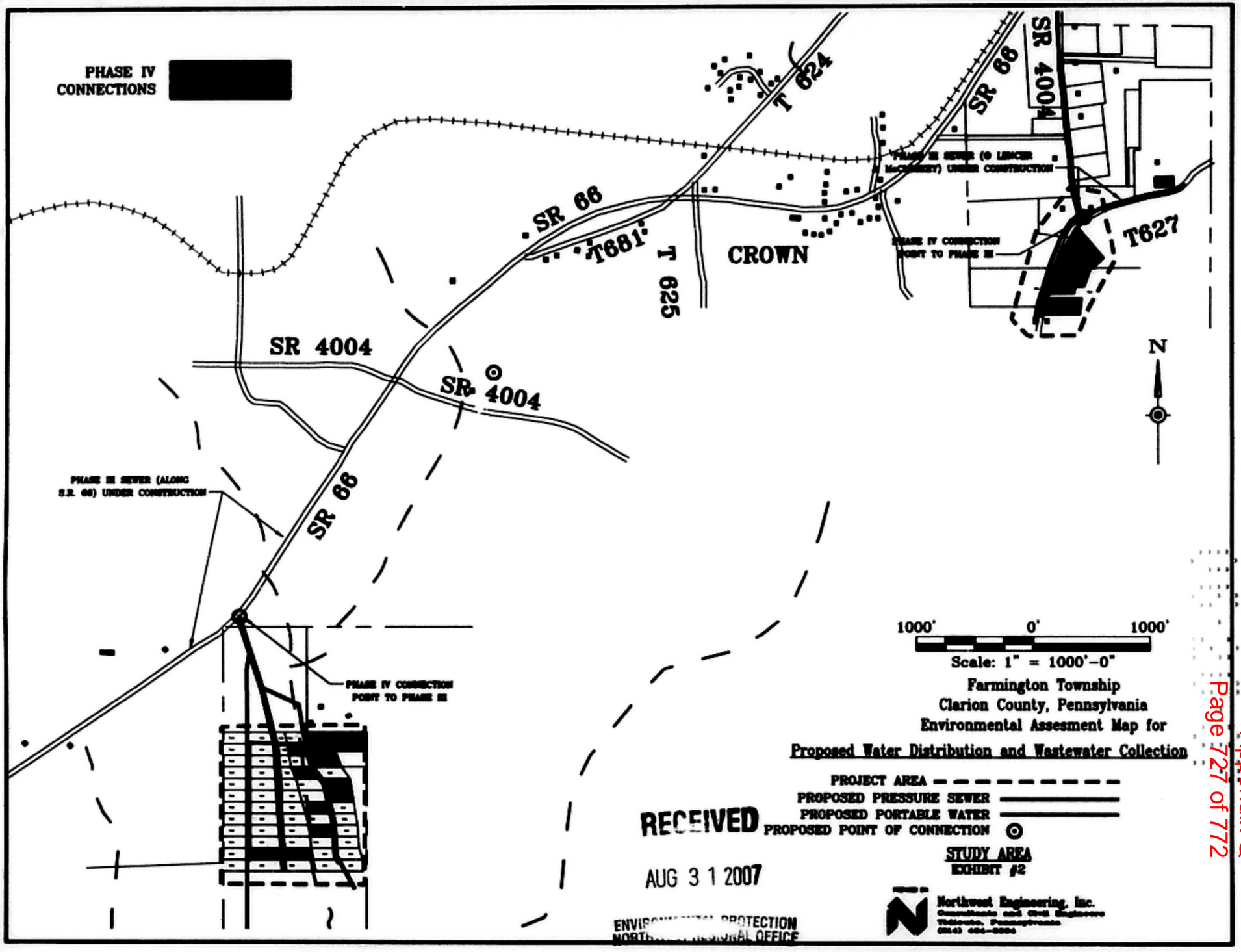
REGIONAL OFFICE



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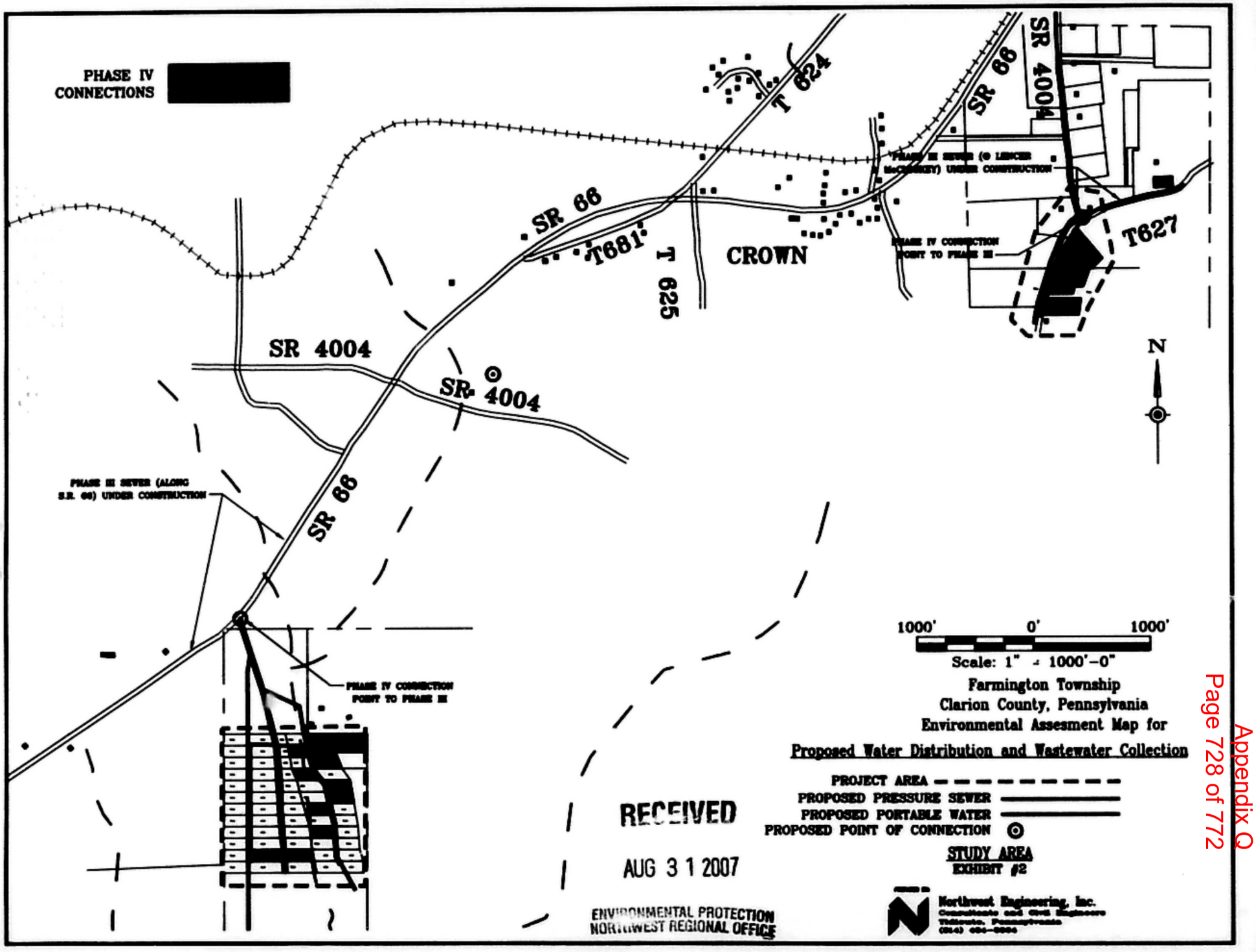

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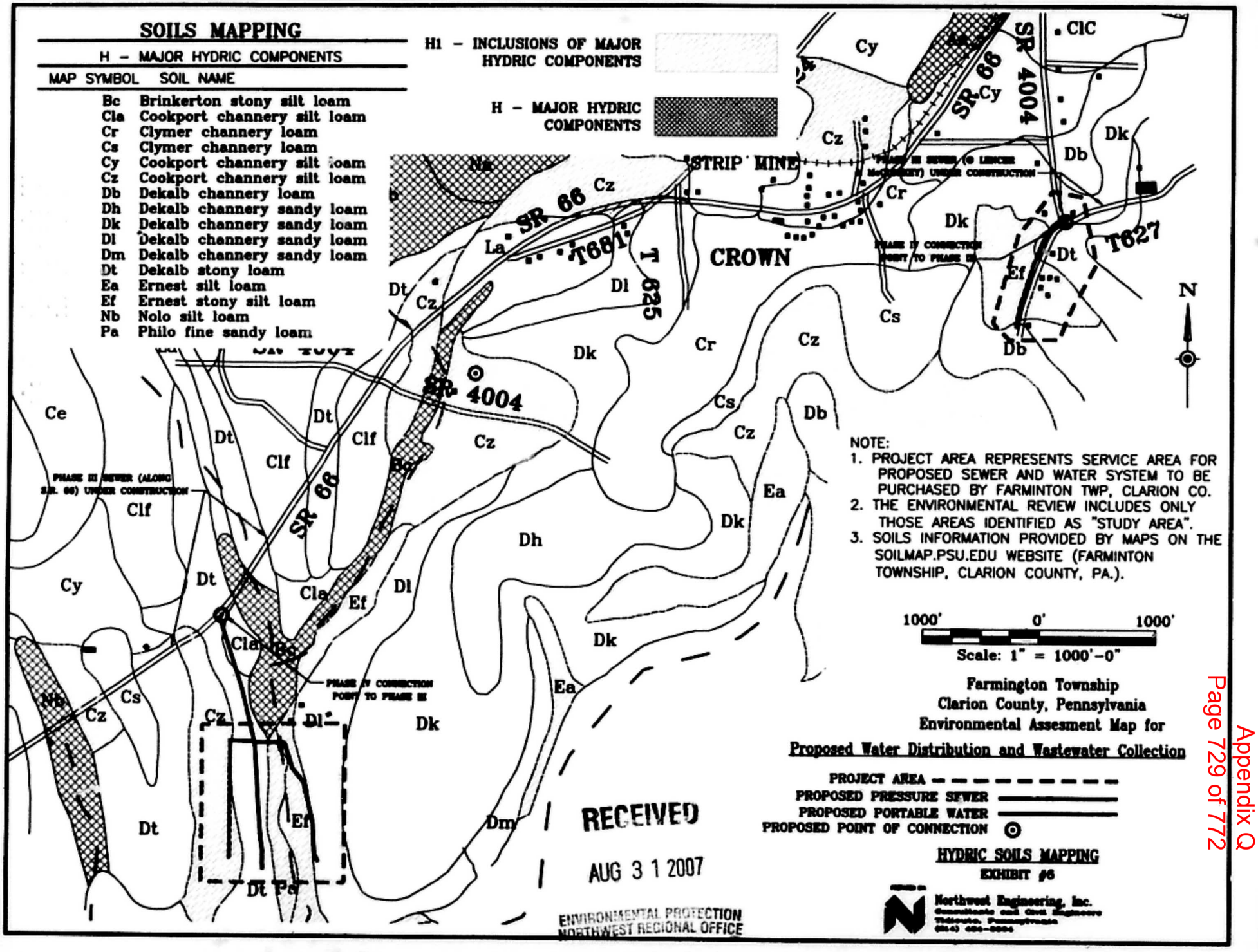

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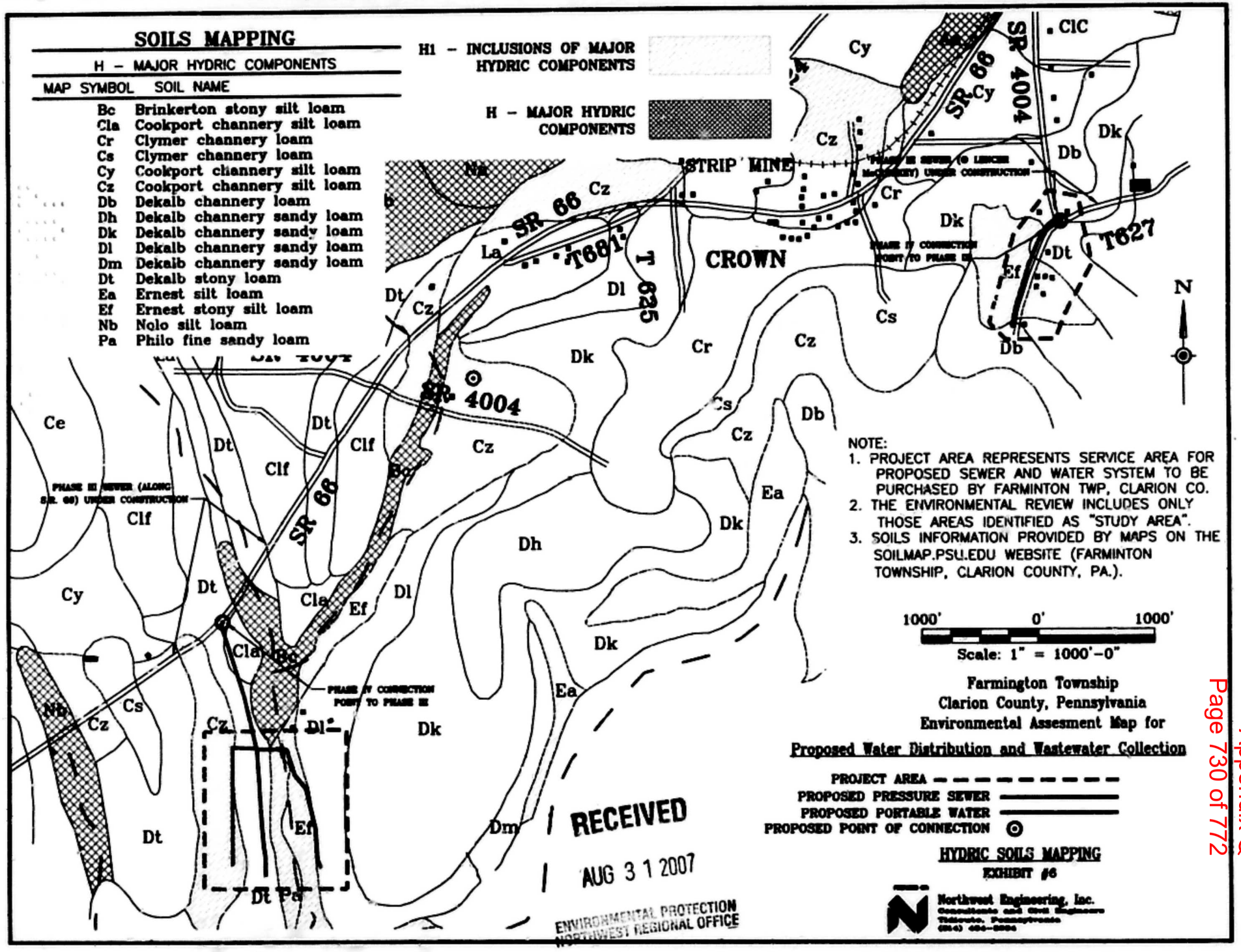
NORTHWEST REGIONAL OFFICE


SOILS MAPPING
H – MAJOR HYDRIC COMPONENTS
MAP SYMBOL SOIL NAME
Bc Brinkerton stony silt loam
Cla Cookport channery silt loam
Cr Clymer channery loam
Cs Clymer channery loam
Cy Cookport channery silt loam
Cz Cookport channery silt loam
Db Dekalb channery loam
Dh Dekalb channery sandy loam
Dk Dekalb channery sandy loam
Dl Dekalb channery sandy loam
Dm Dekalb channery sandy loam
Dt Dekalb stony loam
Ea Ernest silt loam
Ef Ernest stony silt loam
Nb Nolo silt loam
Pa Philo fine sandy loam
H1 – INCLUSIONS OF MAJOR HYDRIC COMPONENTS
H – MAJOR HYDRIC COMPONENTS
SR 66
SR 4004
T681
T 625
T627
CROWN
STRIP MINE
PHASE III SEWER (ALONG SR. 66) UNDER CONSTRUCTION
PHASE IV CONNECTION POINT TO PHASE III
NOTE:
1. PROJECT AREA REPRESENTS SERVICE AREA FOR PROPOSED SEWER AND WATER SYSTEM TO BE PURCHASED BY FARMINTON TWP, CLARION CO.
2. THE ENVIRONMENTAL REVIEW INCLUDES ONLY THOSE AREAS IDENTIFIED AS "STUDY AREA".
3. SOILS INFORMATION PROVIDED BY MAPS ON THE SOILMAP.PSU.EDU WEBSITE (FARMINTON TOWNSHIP, CLARION COUNTY, PA.).
1000' 0' 1000'
Scale: 1" = 1000'-0"
Farmington Township
Clarion County, Pennsylvania
Environmental Assesment Map for
Proposed Water Distribution and Wastewater Collection
PROJECT AREA
PROPOSED PRESSURE SEWER
PROPOSED PORTABLE WATER
PROPOSED POINT OF CONNECTION
HYDRIC SOILS MAPPING
EXHIBIT #6
Northwest Engineering, Inc.
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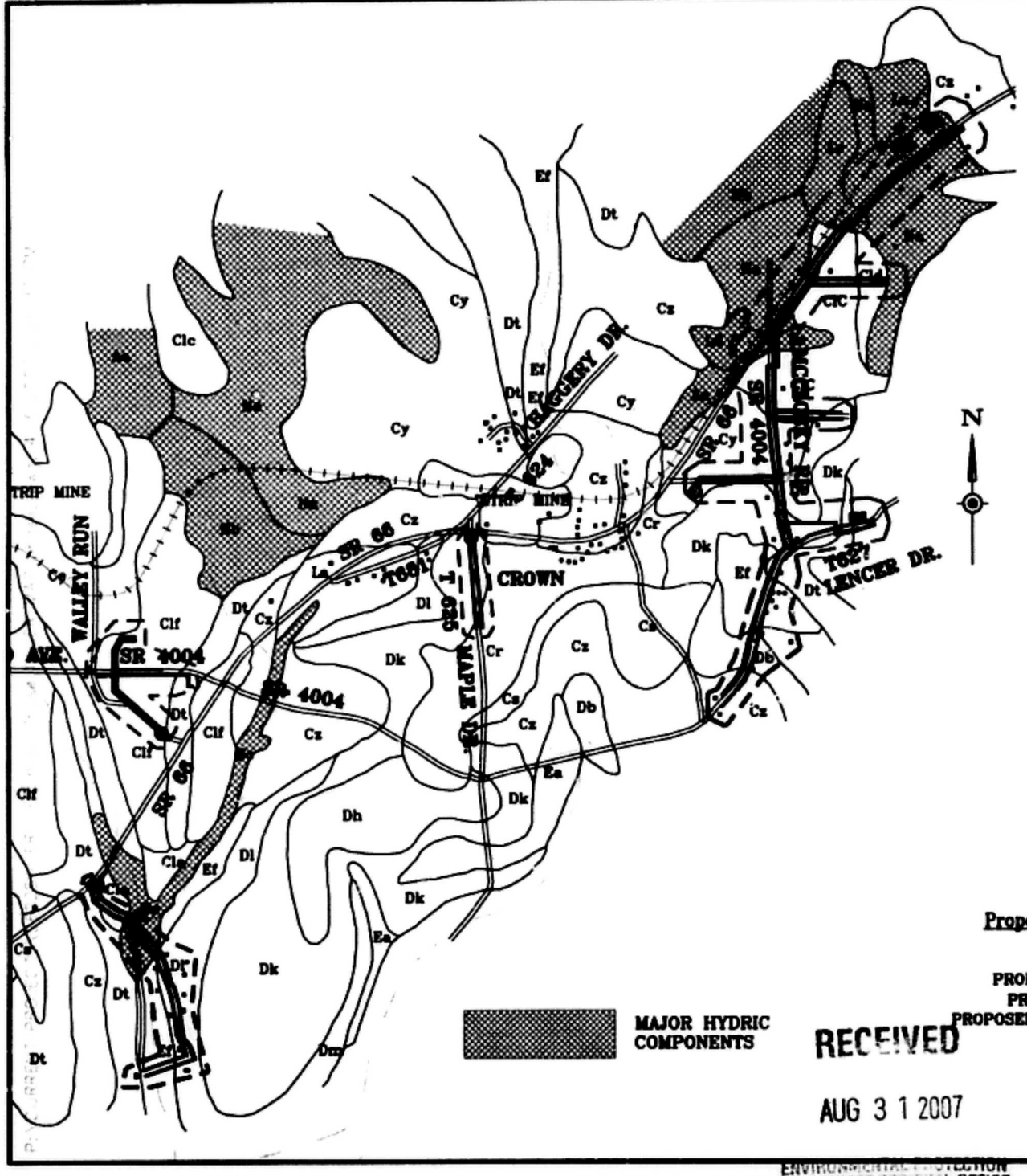
AUG 31 2007
ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE


Cz
Ef
Dt
Cy
Clc
Aa
Bc
Lc
Cy
Dt
Ef
Cz
CrC
BRUCERY DR.
SR 66
T624
TRIP MINE
Cz
Cr
Dk
Ef
Dt
LENCER DR.
T627
Cy
SR 4004
Dk
Cz
Ca
Db
Cz
Cy
Dt
Cz
Ca
Cr
Dk
Cz
Db
Ea
Dk
Dh
Dl
Dk
Ea
Dk
Dm
Dt
Cz
Dt
Dt
Clf
Cz
Dt
Clf
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Dl
Cz
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Ea
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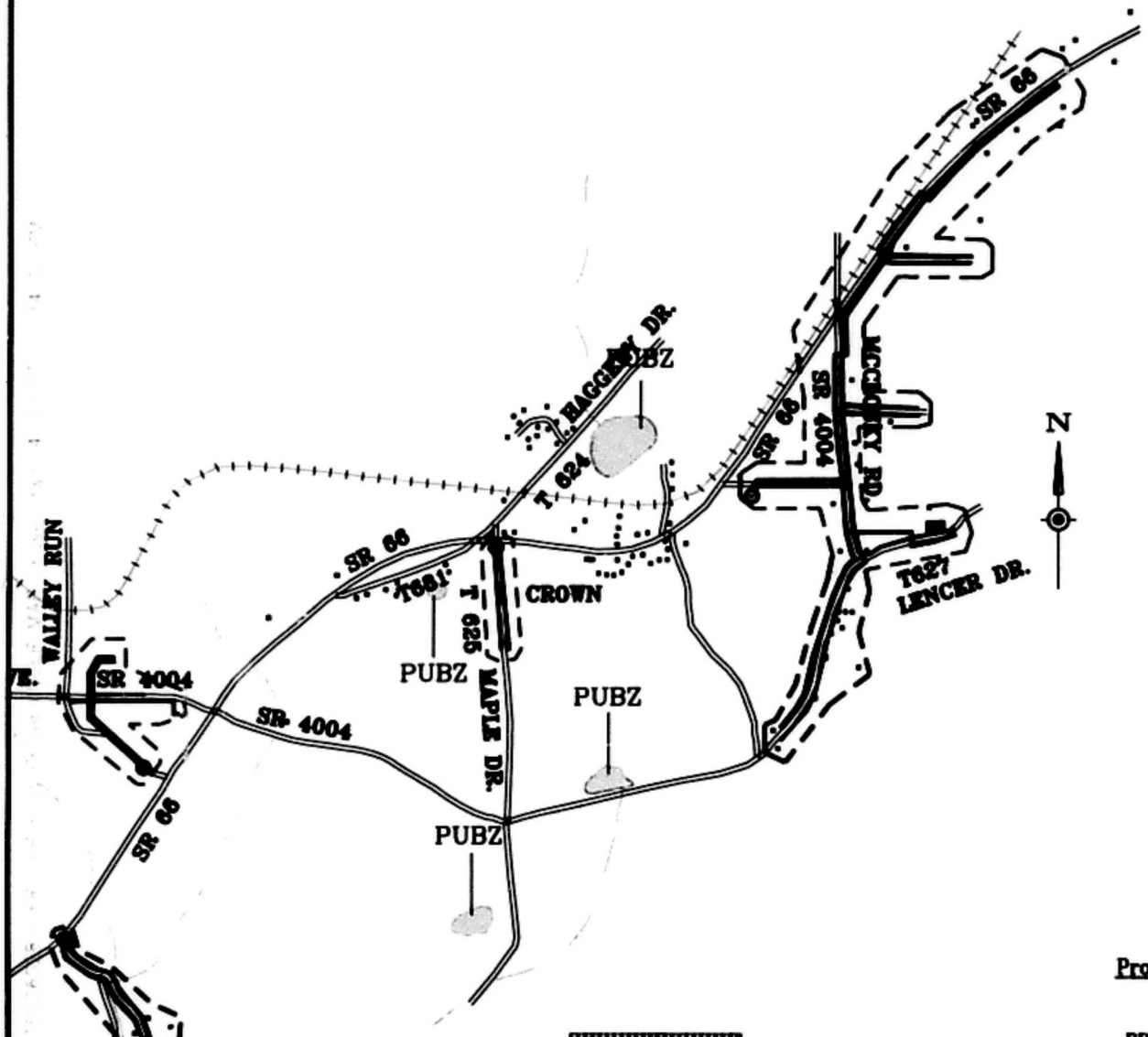
Dm



NOTES:

1. FLOOD PLAINS WERE DIGITIZED FROM MAPS BY THE SOILMAP.PSU.EDU WEBSITE (FARMINGTON TOWNSHIP, CLARION COUNTY, PA.).
2. WETLANDS WERE DIGITIZED FROM MAPS BY THE SOILMAP.PSU.EDU WEBSITE (FARMINGTON TOWNSHIP, CLARION COUNTY, PA.). WETLANDS IDENTIFIED BY THE UNITED STATES FISH AND WILDLIFE SERVICE FROM HIGH ALTITUDE PHOTOGRAPHY. THESE MAPS WERE PRODUCED FOR WILDLIFE PURPOSES AND DO NOT INDICATE THE EXTENT OF REGULATORY JURISDICTIONAL WETLANDS PURSUANT TO THE CLEAN WATER ACT. STATE AND FEDERAL AGENCIES REQUIRE A WETLAND DELINEATION BE PERFORMED IN ACCORDANCE WITH THE FEDERAL MANUAL FOR IDENTIFYING AND DELINEATING JURISDICTIONAL WETLANDS FOR IDENTIFYING WETLAND BOUNDARIES.
3. PROJECT AREA REPRESENTS SERVICE AREA FOR PROPOSED SEWER AND WATER SYSTEM TO BE CONSTRUCTED BY FARMINGTON TWP., CLARION CO.
4. THE ENVIRONMENTAL REVIEW INCLUDES ONLY THOSE AREAS IDENTIFIED AS "PROJECT AREA".

1500' 0' 1500'

Scale: 1" = 1500'-0"

Farmington Township
Clarion County, Pennsylvania
Environmental Assesment Map for

Proposed Water Distribution and Wastewater Collection

PROJECT AREA
PROPOSED PRESSURE SEWER
PROPOSED POTABLE WATER
PROPOSED POINT OF CONNECTION

WETLAND AREAS

100 YEAR FLOOD PLAIN

WETLANDS AND 100 YEAR FLOOD PLAIN MAPPING
EXHIBIT #3

Northwest Engineering, Inc.
Consultants and Civil Engineers
Tidioute, Pennsylvania
(814) 484-8804

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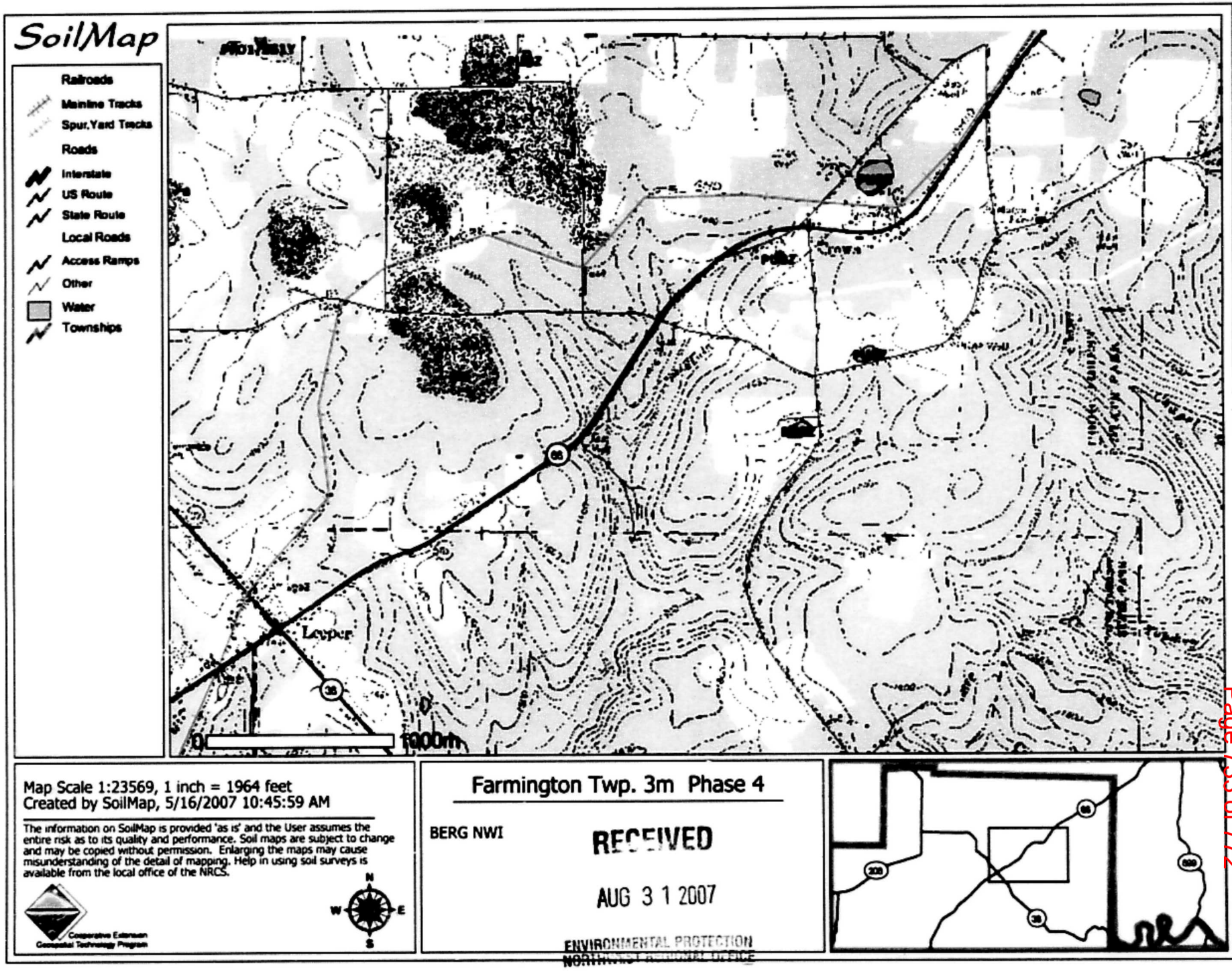
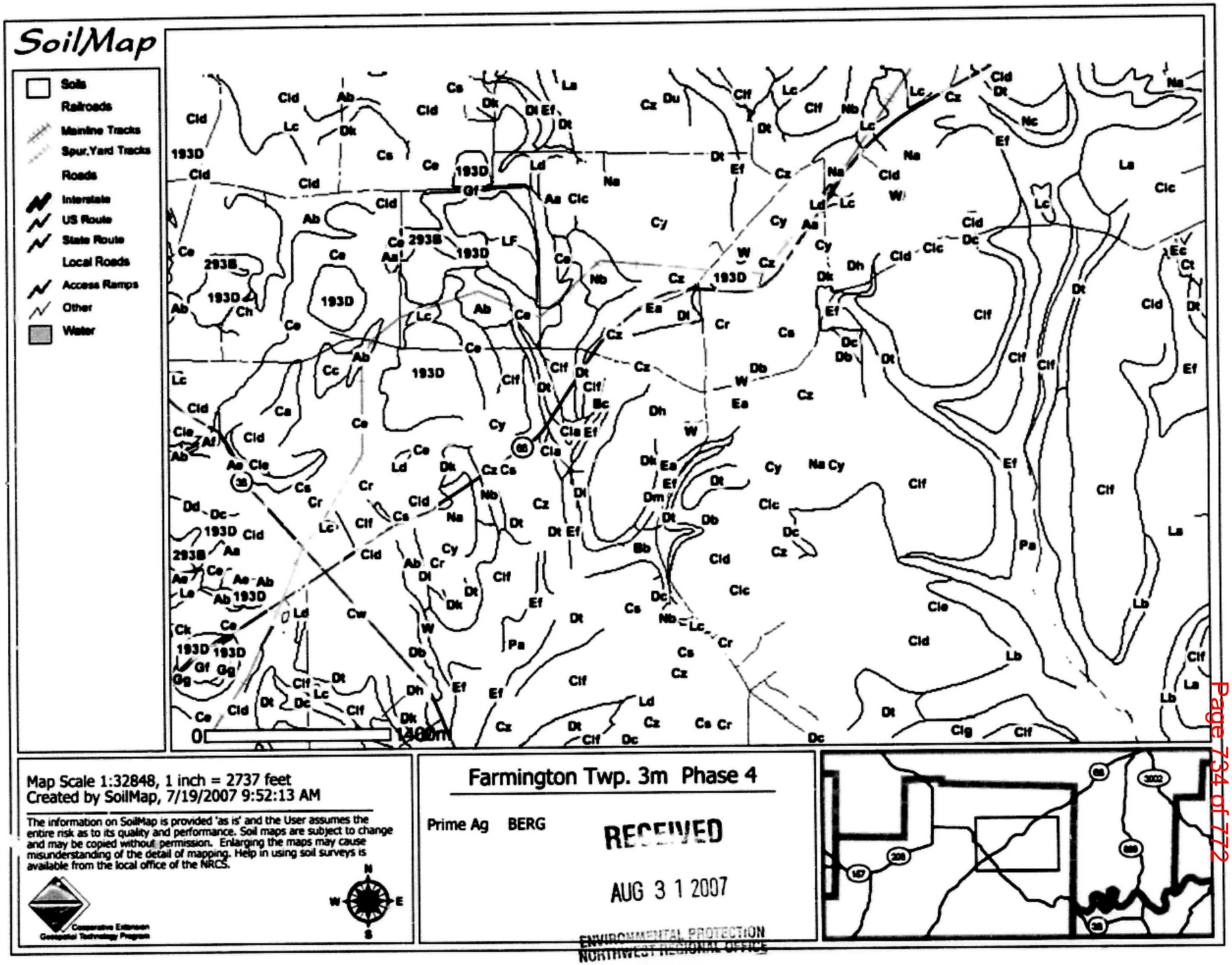
ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE


SoilMap
Railroads
Mainline Tracks
Spur,Yard Tracks
Roads
Interstate
US Route
State Route
Local Roads
Access Ramps
Other
Water
Townships
Leeper
0
1000m
Map Scale 1:23569, 1 inch = 1964 feet
Created by SoilMap, 5/16/2007 10:45:59 AM
The information on SoilMap is provided 'as is' and the User assumes the entire risk as to its quality and performance. Soil maps are subject to change and may be copied without permission. Enlarging the maps may cause misunderstanding of the detail of mapping. Help in using soil surveys is available from the local office of the NRCS.
Cooperative Extension
Geospatial Technology Program
N
W
E
S
Farmington Twp. 3m Phase 4
BERG NWI
RECEIVED
AUG 3 1 2007
ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE



Map Scale 1:32848, 1 inch = 2737 feet
Created by SoilMap, 7/19/2007 9:52:13 AM

The information on SoilMap is provided 'as is' and the User assumes the entire risk as to its quality and performance. Soil maps are subject to change and may be copied without permission. Enlarging the maps may cause misunderstanding of the detail of mapping. Help in using soil surveys is available from the local office of the NRCS.

Cooperative Extension
Geospatial Technology Program

N
W E
S

Farmington Twp. 3m Phase 4

Prime Ag BERG

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ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

K6-06-105

RECEIVED
FEB 23 2007
ENVIRONMENTAL PROTECTION
NEW CASTLE OFFICE

LETTER OF TRANSMITTAL

Northwest Engineering, Inc.
Consultants and Civil Engineers

P.O. Box Q, Tidioute, PA 16351
Telephone: (814) 484-3504
Fax: (814) 484-7595
350 cell

DATE	February 19, 2007	JOB NO.
ATTENTION	Eric Kicher	
RE	Farmington Township, Clarion County	

RECEIVED
FEB 21 2007
ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

TO DEP
230 Chestnut Street
Meadville PA 16335

GENTLEMEN:

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:

☐ Shop Drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications

☐ Copy of letter ☐ Change Order ☐ _____

COPIES	DATE	NO.	DESCRIPTION
1			3m Module – Original
2			3m Module - Copies

THESE ARE TRANSMITTED as checked below:

☒ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____ 20 ___ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS _____

If you should have any questions concerning the enclosure, please contact me at the above number.

RECEIVED
AUG 31 2007
ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

COPY TO _____

SIGNED: Harold C. Bloomgren, Jr.

Pennsylvania Department of Environmental Protection

P.O. Box 669
Knox, PA 16232-0669
December 13, 2006

Knox District Office

814-797-1191

Nancy Mellon, Secretary
Farmington Township
P.O. Box 148
Leeper, PA 16233

K6-06-105

Re: **Official Sewage Plan – K6-06-105**
Task Activity Report Approval
Farmington Township, Clarion County

Dear Ms. Mellon:

The Department of Environmental Protection (Department) has reviewed and hereby approves the November 2006, Task Activity Report (TAR) submitted by your firm on behalf of Farmington Township. The TAR proposes that an Official Sewage Plan Update be prepared to evaluate the sewage needs for the portions of Farmington Township shown on a map of the proposed planning area.

The TAR, which projects the Plan to cost $3800, adequately addresses Plan content outlined in the Department's A Guide for Preparing Act 537 Plan Update Revisions, as revised January 7, 2003. An Act 537 Plan Content and Environmental Assessment Checklist (Appendix I) will need to be completed and submitted with the Plan. The cost incurred in the preparation of the Plan, as proposed in the TAR, is expected to be eligible for 50% reimbursement under Act 537.

In response to your Postcard Application for Sewage Facilities Planning Modules, the following module components and supporting documents are enclosed:

1. Planning Module Component 3m will be printed by your consultant from the DEP website in electronic form.
2. Transmittal Letter.
3. Resolution for Plan Revision for New Land Development.
4. PNDI (Pennsylvania Natural Diversity Inventory) Internet Database – Search Results and Instructions are enclosed if the PNDI database shows threatened or endangered species in the area of your project.
5. PHMC Cultural Resource Notice.

RECEIVED
AUG 31 2007
ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

6. Planning Module Components 4a and 4b.

Please read and follow the detailed instructions attached to the module component. At the end of the instructions you will find a checklist to assist both you and the municipality in the completion of the submittal. Also you should:

- Contact the Department to assist in your completion of component Section P.
- Include a completed Component 3m with each Component 4 sent to the local planning commission and county planning office.
- Submit two complete sets of planning modules and attachments to DEP.
- When notifying the Pennsylvania Historical and Museum Commission (PHMC), advise them of the estimated total acreage of earth **disturbance**.

Incomplete submittals **cannot** be accepted by the Department and will be returned.

Following adoption of the planning modules by the municipality, the planning modules are to be submitted to me at this office.

If you, your consultant, or municipal officials have any sewage facility planning questions, please contact me at the above listed number.

Sincerely,

Gerald A. Berg

Gerald A. Berg
Sewage Planning Specialist
Water Management

Enclosures

cc: Northwest Engineering, Inc.
Mike Zimmerman
Gerald Berg
File – Act 537 Plan

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AUG 3 1 2007
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NORTHWEST REGIONAL OFFICE

K6-06-105.

LETTER OF TRANSMITTAL

Northwest Engineering, Inc.
Consultants and Civil Engineers

R.D. 1, P.O. Box Q, Tidioute, PA 16351
Telephone: (814) 484-3504
Fax: (814) 484-7595

DATE 13-Nov-06	JOB NO.
ATTENTION Mike Zimmerman	
RE Farmington Township, Clarion County TAR	

TO Department of Environmental Protection
230 Chestnut Street
Meadville PA 16335

GENTLEMEN:

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:

☐ Shop Drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications

☐ Copy of letter ☐ Change Order ☐ Check

COPIES	DATE	NO.	DESCRIPTION
1			Task/Activity Report
1			Postcard

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval

☐ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution

☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints

☐ For review and comment ☐ _____

☐ FOR BIDS DUE _____ 20 ___ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS _____

RECEIVED
AUG 31 2007

COPY TO _____

SIGNED: Jed Fiscus, E.I.T.

RECEIVED
NOV 14 2006
ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

Record # _____ CC5A Revised 06/7/06

Planning Module Mailer Route Slip

From: Bhowda Date received: 11-21-06 Date entered in eFACTS: —

To: ____Grandinetti ____Selby ____Schmeider ✓ Berg ____Hoover ____Kicher

Project Name Crown Water and Sewer Extension PMC Code K6-06-105

Municipality Farmington Twp. County Clarion

APS # _____ AUTH # — SITE # — CLIENT # —

PNDI	___N/A	___Hit	___No Hit
Ch. 93 Status	___HQ	___EV	___Not HQ/EV
Ch. 94 Status	___N/A	___Overload	___No Overload
Act 537 Plan Status	___Approved	___Not Approved	
Exemption Requested	__YES	✓NO	

3m/R

# of Lots: 20 # of EDU's: 20 Flow: 5000gpd Dev. Acreage: — Remaining Acreage: 0

SEND

___ Exemption Approved ___ Onlot ___ PNDI (CC developer w/enclosure)

___ Exemption Denied ___ HQ ___ O/L ___ Permit

___ Exemption Returned ___ Sewer ___ On-lot ___ 8a1 PNDI No information given ___ 8a2 PNDI Hit

___ 8b Missing Plot Plan ___ 8c1 (sigs) ___ 8c2 (7.5 quad) ___ 8d1 (public sig) ___ 8d2 (capacity ltr missing)

___ 3s Postcard returned for additional information

___ Send PMC 1

___ Send PMC 2 Check: ___ Section J Protection of Species
___ Section K Permeability Testing
___ Section L Preliminary Hydro Study
___ Section M Detailed Hydro Study

___ Send PMC 3 Check: ___ Section I Protection of Species
___ Section J Chapter 94 Consistency
___ Section K Treatment & Disposal Options
___ Section L Permeability Testing
___ Section M Preliminary Hydro Study
___ Section N Detailed Hydro Study

___ Send PMC 3s Check: ___ Section H1 Land Application
___ Section H2 Non-Perennial Stream
___ Section H3 Perennial Stream
___ Section J Protection of Species
___ Section K Permeability Testing
___ Section L Preliminary Hydro Study
___ Section M Detailed Hydro Study
___ Include HQ/EV Watershed Paragraph and Attachment

X Send PMC 3m Check: ___ Section P Additional Chapter 71 Planning Elements

X Include PMC ___4a ___4b ___4c (Erie Co. only) *OPTIONAL*

Remarks:

___ Send Modules to: _____. Include notice.

___ cc SEO: _____

3800-CD-WSFR0359 9/2005

1. **Development Information**

Name of Development Crown Water and Sewer Extension
Developer Name Farmington Township
Address P.O. Box 148 32691 Route 66
Leeper, PA 16233
Telephone # 814-744-8523

2. **Location of Development**

a. County Clarion
b. Municipality Farmington Township
c. Address or Coordinates SR 66 and McCloskey Road in Crown
d. USGS Quad Name Tylersburg and Lucinda
inches up _____ over _____
from bottom right corner of map.

3. **Type of Development Proposed**
(check appropriate box)

☒ Residential ☐ Multi-Residential
Describe Water and Sewer Extension to approximately 20 equivalent dwelling units
☐ Commercial ☐ Institutional
Describe _____
☐ Brownfield Site Redevelopment
☐ Other (specify) _____

4. **Size**

a. # of lots 20# of EDUs 20
b. # of lots since 5/15/72 _____
c. Development Acreage _____
d. Remaining Acreage 0

5. **Sewage Flows** 5000 gpd

6. **Proposed Sewage Disposal Method**
(check appropriate boxes)

a. ☐ Sewerage System
☐ Existing (connection only) ☒ New (extension)
☒ Public ☐ Private
☒ Pump Station(s)/Force Main ☐ Gravity
Name of existing system being extended
Farmington Township
Interceptor Name Farmington Township collection system
Treatment Facility Name Farmington Twp. WWTP

b. ☐ Construction of Treatment Facility
☐ With Stream Discharge
☐ With Land Application (not including IRSIS)
☐ Other
☐ Repair?
Name of waterbody where point of discharge is proposed (if stream discharge)

c. ☐ Onlot Sewage Disposal System 6-06-105.
(check appropriate box)
☐ Individual onlot system(s) (including IRSIS)
☐ Community onlot system
☐ Large-Volume onlot system

d. ☐ Retaining tanks
Number of Holding Tanks _____
Number of Privies _____

7. ☒ **Request Sewage Facilities Planning Module forms in electronic format**

8. **Request for Planning Exemption**

a. Protection of rare, endangered or threatened species
Check one:
☐ The "PNDI Project Environmental Review Receipt" is attached.
or
☐ A completed "PNDI Project Planning & Environmental Review Form," (PNDI Form) is attached. I request DEP staff to complete the required PNDI search for my project. I realize that my planning exemption will be considered incomplete and that the DEP processing of my planning exemption request will be delayed, until a "PNDI Project Environmental Review Receipt" and all supporting documentation from jurisdictional agencies (when necessary) is/are received by DEP.

Applicant or Consultant Initials_____

b. ☐ Plot Plan Attached

c. Onlot Disposal Systems

(1) I certify that the Official Plan shows this area as an onlot service area.

_____ / _____
(Signature of Municipal Official) Date
_____ / _____
Name (Print) Title
_____
Municipality (must be same as in 2.b.)
Telephone # _____

(2) I certify that each lot in this subdivision has been tested and is suitable for both a primary and replacement sewage disposal system.

_____ / _____
(Signature of SEO) Date
_____ / _____
Name (Print) Certification #
Telephone # _____

(3) I certify that each lot in this subdivision is at least 1 acre in size

_____ / _____
(Signature of Project Applicant/Agent) Date

d. Public Sewerage Service (i.e., ownership by municipality or authority)

Based upon written documentation, I certify that the facilities proposed for use have capacity and that no overload exists or is projected within 5 years. (Attach documents.)

_____ / _____
(Signature of Municipal Official) Date
_____ / _____
Name (Print) Title
_____
Municipality (must be same as in 2.b.)
Telephone # _____

3800-FM-WSWM0005 11/2002

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

K6-06-105

TASK/ACTIVITY REPORT

Farmington Township (Municipality) | Clarion (County) | USGA Quads: Lucinda and Tylersburg (Proposed Planning Area (Attach Map)) | November 2006 (Date of Report)

Date Completed plan will be submitted to DEP December 2006 | Estimated Cost of Plan $3,800.00

Column Headings May Be Changed To Suit The Needs of the Planning Effort | Use Additional Sheets if Necessary | Sheet 1 of 1

TASK ACTIVITY NUMBER FROM APPENDIX I	PRINCIPAL		PROJECT ENG.		SR. ENG.		Biologist		SEO		DRAFTSMAN		CLERICAL		LEGAL		SUB TOTAL
	HR/ RATE		HR/ RATE		HR/ RATE		HR/ RATE		HR/ RATE		HR/ RATE		HR/ RATE		HR/ RATE		
	HRS.	COST	HRS.	COST	HRS.	COST	HRS.	COST	HRS.	COST	HRS.	COST	HRS.	COST	HRS.	COST	
I.			1/80	80.00									1/41	41.00			121.00
II.			2/80	160.00									1/41	41.00			201.00
III.			4/80	320.00									2/41	82.00			402.00
Sanitary Survey																	1,000.00
IV.			3/80	240.00									3/41	123.00			363.00
V.			2/80	160.00									3/41	123.00			283.00
VI.			4/80	320.00									5/41	205.00			525.00
VII.	3/100	300.00	3/80	240.00									4/41	164.00			704.00
VIII.			2/80	160.00									1/41	41.00			201.00
Total																	3,800.00

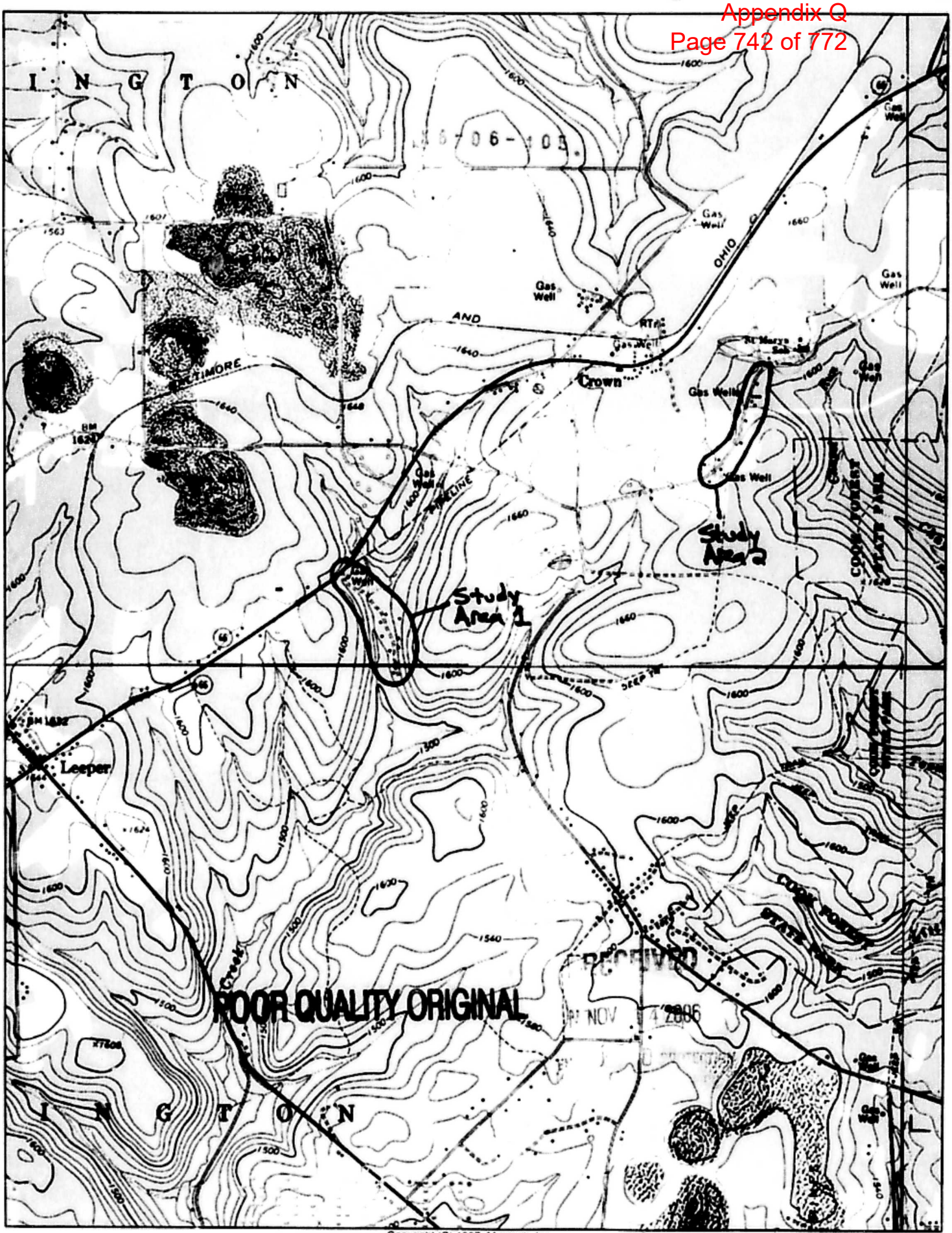
*No Water Samples

Gene Frederick
Name of Person Completing Report

Signature

Chairman
Title

Nancy L Miller 11/6/06
Municipal Secretary Signature



POOR QUALITY ORIGINAL

RECEIVED
NOV 4 2006

Copyright (C) 1997, Maptech, Inc

Farmington Township

1" = 2000'

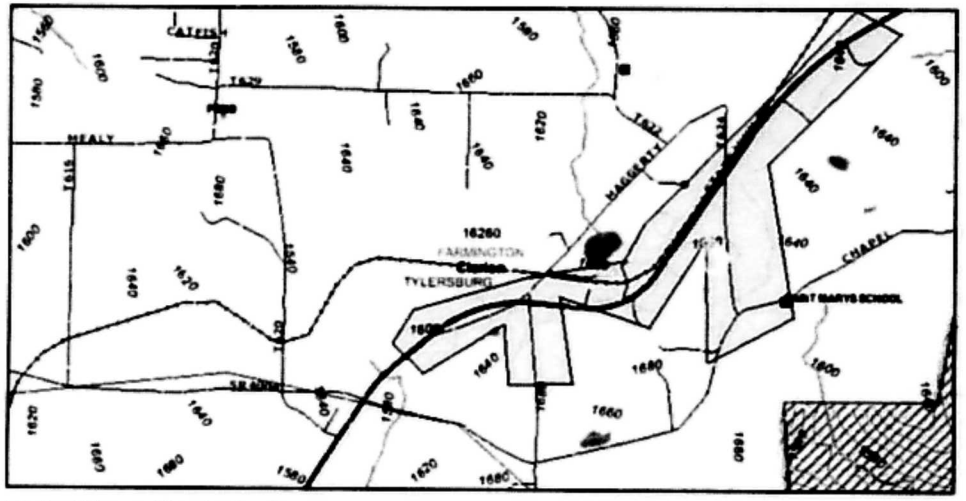
RECEIVED
AUG 3 1 2007
ENVIRONMENTAL PROTECTION
REGIONAL OFFICE

08-05-11

PNDI Project Environmental Review Receipt

Project Search ID: 20080212128029
Project Name: Farmington Crown
Date: 2/12/2008 10:52:28 AM

Project Location



Location Accuracy

Project locations are assumed to be both precise and accurate for the purposes of environmental review. The creator/owner of the Project Review Receipt is solely responsible for the project location and thus the correctness of the Project Review Receipt content.

0 Known Impacts

Under the Following Agencies' Jurisdiction:
None

Project Name: Farmington Crown
On Behalf Of: State Agency
Project Search ID: 20080212128029
Date: 2/12/2008 10:52:21 AM
# of Potential Impacts: 0
Jurisdictional Agency:
Project Category: Waste Transfer, Treatment, and Disposal,Liquid waste/Effluent,Sewer line (new - construction in new location)
Project Location
Decimal Degrees: 41.38763 N, -79.2788 W
Degrees Minutes Seconds: 41° 23' 15.5" N, 79° 16' 43.7" W
Lambert: -346505.65795091, 874054.08728790 ft
ZIP Code: 16260
County: Clarion
Township/Municipality: FARMINGTON
USGS 7.5 Minute Quadrangle ID: 409
Quadrangle Name: MARIENVILLE WEST
Project Area: 259.7 acres

 APPLICANT INITIALS: _____

PNDI Project Environmental Review Receipt

Project Search ID: 20080212128029
Project Name: Farmington Crown
Date: 2/12/2008 10:52:28 AM

Pennsylvania Natural Diversity Inventory (PNDI) records do **NOT** indicate any known impacts on special concern species and resources within the project area. DEP requires a signed copy of this receipt with permit applications being submitted as indication that an environmental review has been conducted and completed. See DEP PNDI policy at www.naturalheritage.state.pa.us for more information.

Based on the information you provided, no further coordination is required by the Pennsylvania Game Commission, the Pennsylvania Fish and Boat Commission, or the Pennsylvania Department of Conservation and Natural Resources with regard to special concern species, natural communities, or outstanding geologic features. This response does not reflect potential agency concerns regarding impacts to other ecological resources, such as wetlands.

Based on the project-specific information you provided, no impacts to federally listed, proposed, or candidate species are anticipated. Therefore, no further consultation under the Endangered Species Act (87 Stat. 884, as amended; 16 U.S.C. 1531 *et seq.* is required with the U.S. Fish and Wildlife Service. Because no take of federally listed species is anticipated, none is authorized. For a list of species that could occur in your project area (but have not been documented in PNDI), please see the county lists of threatened, endangered, and candidate species. A field visit or survey may reveal previously undocumented populations of one or more threatened or endangered species with a project area. If it is determined that any federally listed species occur in your project area, the U.S. Fish and Wildlife Service requires that you initiate consultation to identify and resolve any conflicts. This response does not reflect potential Fish and Wildlife Service concerns under the Fish and Wildlife Coordination Act or other authorities.

These determinations were based on the project-specific information you provided, including the exact project location; the project type, description, and features; and any responses to questions that were generated during this search. If any of the information you provided does not accurately reflect this project, or if project plans change, DEP and the jurisdictional agencies require that another PNDI review be conducted.

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TERMS OF USE

Upon signing into the PNDI environmental review website, and as a condition of using it, you agreed to certain terms of use. These are as follows:

The web site is intended solely for the purpose of screening projects for potential impacts on resources of special concern in accordance with the instructions provided on the web site. Use of the web site for any other purpose or in any other way is prohibited and subject to criminal prosecution under federal and state law, including but not limited to the following: Computer Fraud and Abuse Act of 1986, as amended, 18 U.S.C. Â§ 1030; Pennsylvania Crimes Code, Â§ 4911 (tampering with public records or information), Â§ 7611 (unlawful use of computer and other computer crimes), Â§ 7612 (disruption of service), Â§ 7613 (computer theft), Â§ 7614 (unlawful duplication), and Â§ 7615 (computer trespass).

 APPLICANT INITIALS: _____

PNDI Project Environmental Review Receipt

Project Search ID: 20080212128029
Project Name: Farmington Crown
Date: 2/12/2008 10:52:28 AM

The PNHP reserves the right at any time and without notice to modify or suspend the web site and to terminate or restrict access to it.

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PRIVACY and SECURITY

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Print this Project Review Receipt using your Internet browser's print function and keep it as a record of your search.

Signature: _____

Date: _____

Project applicant on whose behalf this search was conducted:

APPLICANT

Contact Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

PERSON CONDUCTING SEARCH (if not applicant)

Contact Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

The following contact information is for the agencies involved in this Pennsylvania Natural Diversity Inventory environmental review process. Please read this entire receipt carefully as it contains instructions for how to contact these agencies for further review of this particular project.

APPLICANT INITIALS: _____

PNDI Project Environmental Review Receipt
Project Search ID: 20080212128029
Project Name: Farmington Crown
Date: 2/12/2008 10:52:28 AM

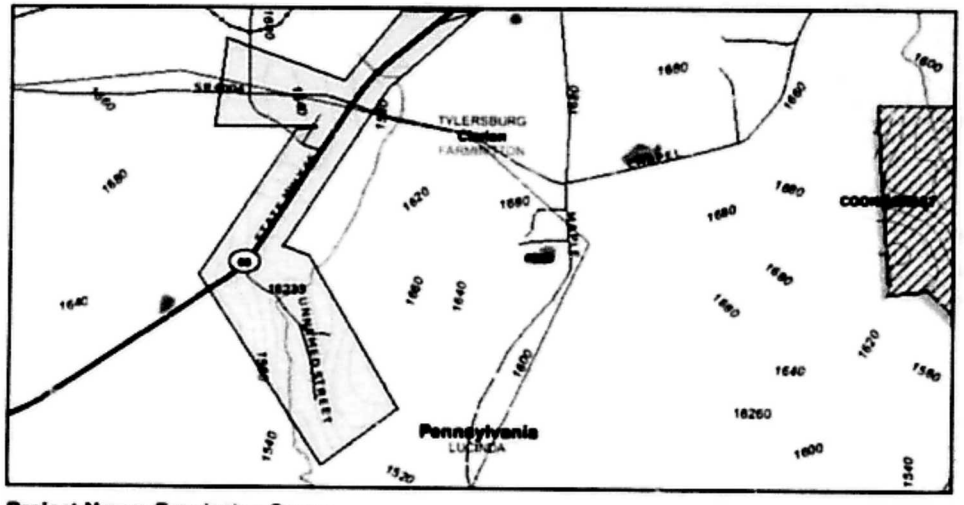
 APPLICANT INITIALS: _____

Appendix Q
Page 747 of 772

PNDI Project Environmental Review Receipt

Project Search ID: 20080212128026
Project Name: Farmington Crown
Date: 2/12/2008 10:43:42 AM

Project Location



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0 Known Impacts

Under the Following Agencies' Jurisdiction:
None

Project Name: Farmington Crown
On Behalf Of: State Agency
Project Search ID: 20080212128026
Date: 2/12/2008 10:43:34 AM
# of Potential Impacts: 0
Jurisdictional Agency:
Project Category: Waste Transfer, Treatment, and Disposal,Liquid waste/Effluent,Sewer line (new - construction in new location)
Project Location
Decimal Degrees: 41.38423 N, -79.28292 W
Degrees Minutes Seconds: 41° 23' 3.2" N, 79° 16' 58.6" W
Lambert: -351898.22587259, 869970.04323638 ft
ZIP Code: 16233,16260
County: Clarion
Township/Municipality: FARMINGTON
USGS 7.5 Minute Quadrangle ID: 455
Quadrangle Name: LUCINDA
Project Area: 162.6 acres

APPLICANT INITIALS: _____

Appendix Q
Page 748 of 772

PNDI Project Environmental Review Receipt

Project Search ID: 20080212128026
Project Name: Farmington Crown
Date: 2/12/2008 10:43:42 AM

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PNDI Project Environmental Review Receipt

Project Search ID: 20080212128026
Project Name: Farmington Crown
Date: 2/12/2008 10:43:42 AM

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Signature: _____

Date: _____

Project applicant on whose behalf this search was conducted:

APPLICANT

Contact Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

PERSON CONDUCTING SEARCH (if not applicant)

Contact Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

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APPLICANT INITIALS: _____

PNDI Project Environmental Review Receipt
Project Search ID: 20080212128026
Project Name: Farmington Crown
Date: 2/12/2008 10:43:42 AM

 APPLICANT INITIALS: _____

cc: Jenny Berg

Northwest Engineering, Inc.
Consultants and Civil Engineers
P.O. Box Q
Tidioute PA 16351
Tel (814) 484-3504 Fax (814) 484-7595

FAX TRANSMITTAL

DATE: November 19, 2007

TO: Cynthia Selby

SUBJECT: Farmington Township, Clarion County
No. K6-06-105

FAX NO. 814-797-2706

FROM: Celene Watson

Number of pages including cover sheet: 1

Message:

Harold Bloomgren asked me to advise you that the above referenced Phase IV Sewer project has been funded by USDA/RUS.

RECEIVED
NOV 21 2007
ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

☒ **NO HARD COPY WILL FOLLOW.** If enclosures are not as noted, kindly notify us at once or notify us if you want a hard copy.

☐ **HARD COPY WILL FOLLOW BY:**
☐ U.S. Postal Service
☐ Federal Express
☐ United Parcel Service
☐ Personal Delivery
☐ Other

DRAWING FOUND HERE

USED FOR DOCUMENTS LARGER THAN 12" X 14"
USE **BLACK** FELT TIP PEN

FILL THIS TARGET OUT COMPLETELY, REPLACE DRAWING WITH IT

~~APERTURE CARD~~ IN FILE

maps at end of microfiche dk

REFER TO:

CO.	MUN.	PROG. CODE	PERMIT NUMBER	ER-EP-25 (8-81) DEPARTMENT OF ENVIRONMENTAL PROTECTION
1 2	3 4 5	6 7	8 9 10 11 12 13 14 15 16	
1 6	9 0 9	PL G	K 6 - 0 6 - 1 0 5	

CASE NAME # 615778

17 18	19 20 21	22 23	24 25 26	27	28 29 30	31	32 33 34	35	36 37 38 39 40
F A	R M I	N G	T O N		T W P		S T P		C L A R I

FOLIO	SHEET NO.	NO. OF SHEETS	REV NO.	SCALES	IDENTIFICATION CARD FOR MICROFILMING
41 42	43 44 45	46 47 48	49 50		
		0 0 2		05/03 - 02/08	

ATTACH COMPLETED ID CARD TO DRAWINGS, AND MOVE DRAWINGS TO BACK OF BOX.

PLEASE USE OTHER FORM ON DRAWINGS!

DEP Drawing found here Created on 11/3/1999 6:10 AM

CO.	MUN.	PROG. CODE	PERMIT NUMBER	ER-EP-25 (8-81) DEPARTMENT OF ENVIRONMENTAL PROTECTION
16	909	PLG	K6-06-105	

CASE NAME # 615778

FARMINGTON TWP STP CLARI

FOLIO	SHEET NO.	NO. OF SHEETS	REV NO.	SCALES	IDENTIFICATION CARD FOR MICROFILMING
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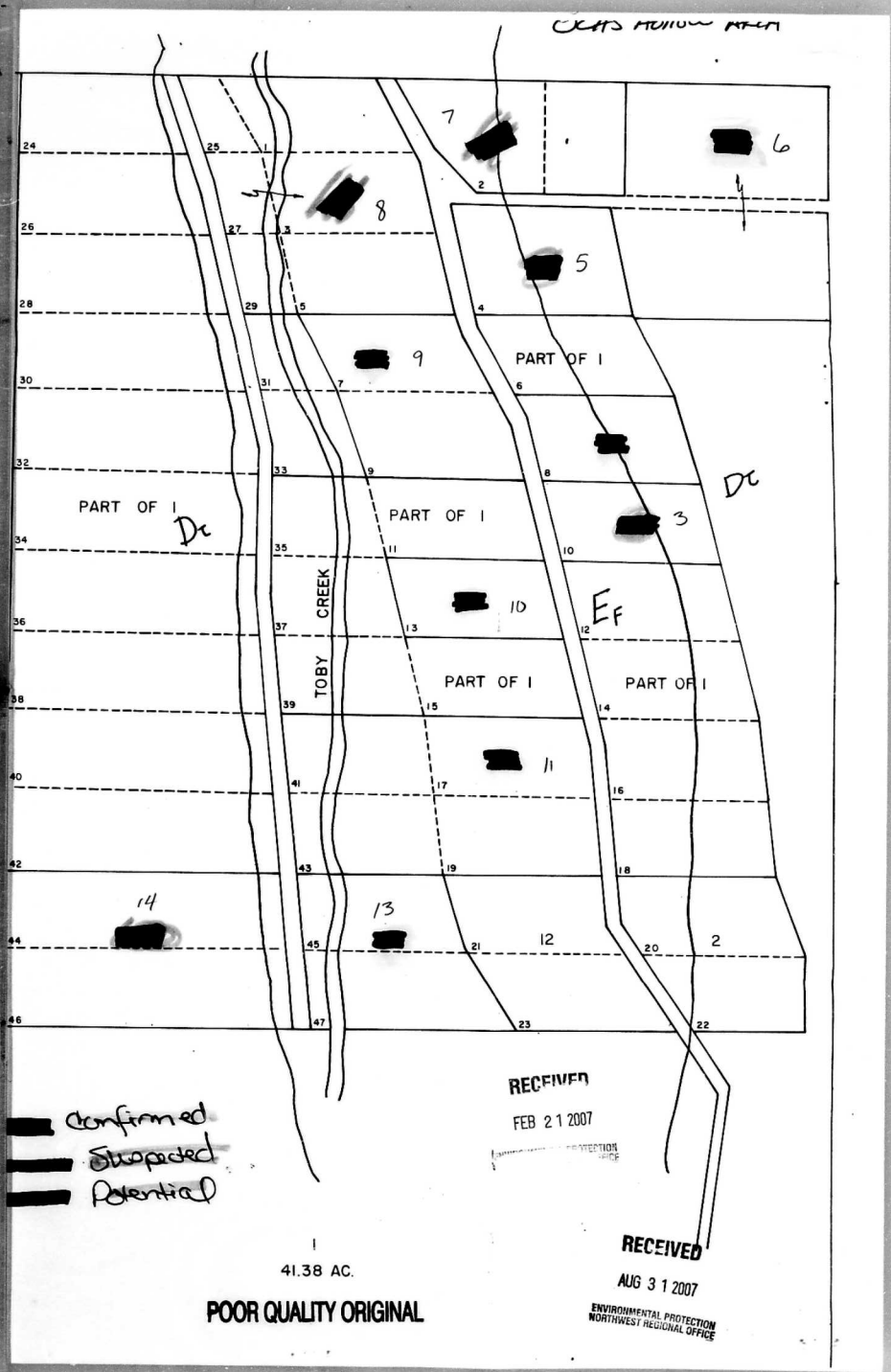
PART OF I
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TOBY CREEK
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confirmed
Suspected
Potential
41.38 AC.
POOR QUALITY ORIGINAL
RECEIVED
FEB 21 2007
RECEIVED
AUG 31 2007
ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

CUT HERE

CO.	MUN.	PROG. CODE	PERMIT NUMBER	ER-EP-25 (8-81) DEPARTMENT OF ENVIRONMENTAL PROTECTION
1 2	3 4 5	6 7	8 9 10 11 12 13 14 15 16	
1 6	9 0 9	PL G	K 6 - 0 6 - 1 0 5	

CASE NAME # 615778

17 18	19 20 21	22 23 24 25 26	27	28 29 30 31	32 33 34	35	36 37 38 39 40
F A	R M I	N G T O N		T W P	S T P		C L A R I

FOLIO	SHEET NO.	NO. OF SHEETS	REV NO.	SCALES	IDENTIFICATION CARD FOR MICROFILMING
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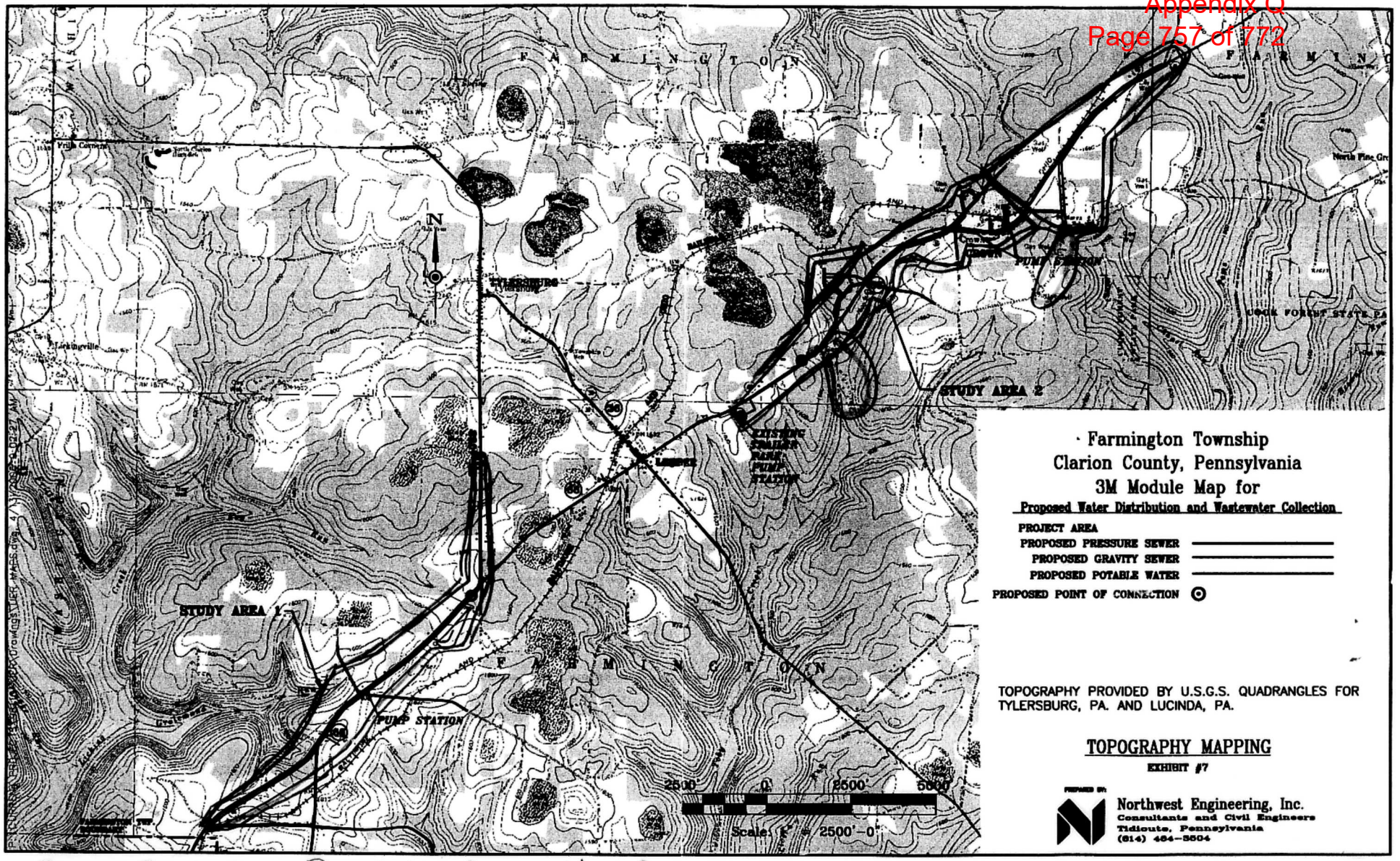


· Farmington Township
Clarion County, Pennsylvania
3M Module Map for
Proposed Water Distribution and Wastewater Collection

PROJECT AREA
PROPOSED PRESSURE SEWER
PROPOSED GRAVITY SEWER
PROPOSED POTABLE WATER
PROPOSED POINT OF CONNECTION

TOPOGRAPHY PROVIDED BY U.S.G.S. QUADRANGLES FOR TYLERSBURG, PA. AND LUCINDA, PA.

TOPOGRAPHY MAPPING
EXHIBIT #7

PREPARED BY:
Northwest Engineering, Inc.
Consultants and Civil Engineers
Tidioute, Pennsylvania
(814) 484-3504

- Sewage Study Area - Project No 3 / Portion No 4 Project
- UER Area Project No 3

- Sewage Study Area - Project No. 4
- UER Area - Project No 4

CO.	MUN.	PROG. CODE	PERMIT NUMBER	ER-EP-25 (8-81) DEPARTMENT OF ENVIRONMENTAL PROTECTION
1 2	3 4 5	6 7	8 9 10 11 12 13 14 15 16	
1 6	0 9	P G	K 6 - 0 6 - 1 0 5	

CASE NAME * 615778

17 18 19 20 21 22 23 24 25 26	27 28 29 30 31 32 33 34	35 36 37 38 39 40
F A R M I N G T O N	T W P S T P	C L A R I

FOLIO	SHEET NO.	NO. OF SHEETS	REV NO.	SCALES	IDENTIFICATION CARD FOR MICROFILMING
41 42	43 44 45	46 47 48	49 50		
		0 0 2		05/03 - 02/08	

CUT HERE

Proposed Sanitary Sewer Study Area Farmland Mapping

500' 250' 0' 500'
Scale: 1" = 500'-0"

P - PRIME FARMLANDS

MAP SYMBOL	SOIL NAME
CfC	Cookport silt loam
Cld	Cookport sandy loam
Cy	Clymer channery loam
Cy	Clymer channery loam
Cy	Cookport channery silt loam
Cs	Cookport channery silt loam
Dk	Dekalb channery sandy loam
Ra	Ernest silt loam

US - ADDITIONAL FARMLANDS OF STATE IMPORTANCE

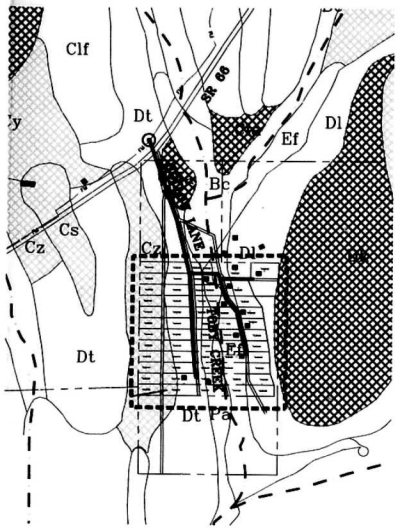
MAP SYMBOL	SOIL NAME
Cs	Cavode silt loam
Cs	Cookport channery silt loam
Pb	Dekalb channery loam
Dk	Dekalb channery sandy loam

P - PRIME FARMLAND

S - ADDITIONAL FARMLANDS OF STATE IMPORTANCE

L - ADDITIONAL FARMLANDS OF LOCAL IMPORTANCE (NONE)

U - UNIQUE FARMLANDS (NONE)



Proposed Sanitary Sewer Study Area Soils Mapping

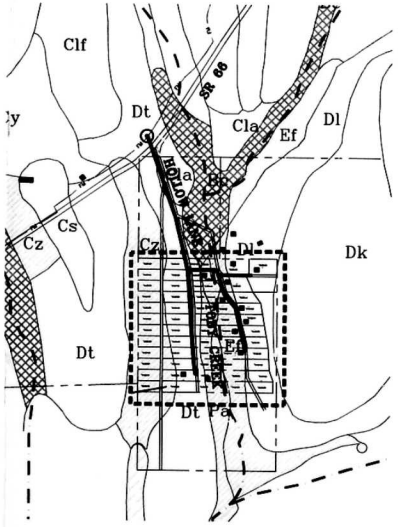
500' 250' 0' 500'
Scale: 1" = 500'-0"

H - MAJOR HYDRIC COMPONENTS

MAP SYMBOL	SOIL NAME
Br	Braketon stony silt loam
Cm	Cookport channery silt loam
Cy	Clymer channery loam
Cy	Clymer channery loam
Cy	Cookport channery silt loam
Cs	Cookport channery silt loam
Dk	Dekalb channery loam
Dk	Dekalb channery sandy loam
Dk	Dekalb channery sandy loam
Dl	Dekalb channery sandy loam
Dm	Dekalb channery sandy loam
Dt	Dekalb stony loam
Ra	Ernest silt loam
Rf	Ernest stony silt loam
Nb	Nolo silt loam
Pa	Philo fine sandy loam

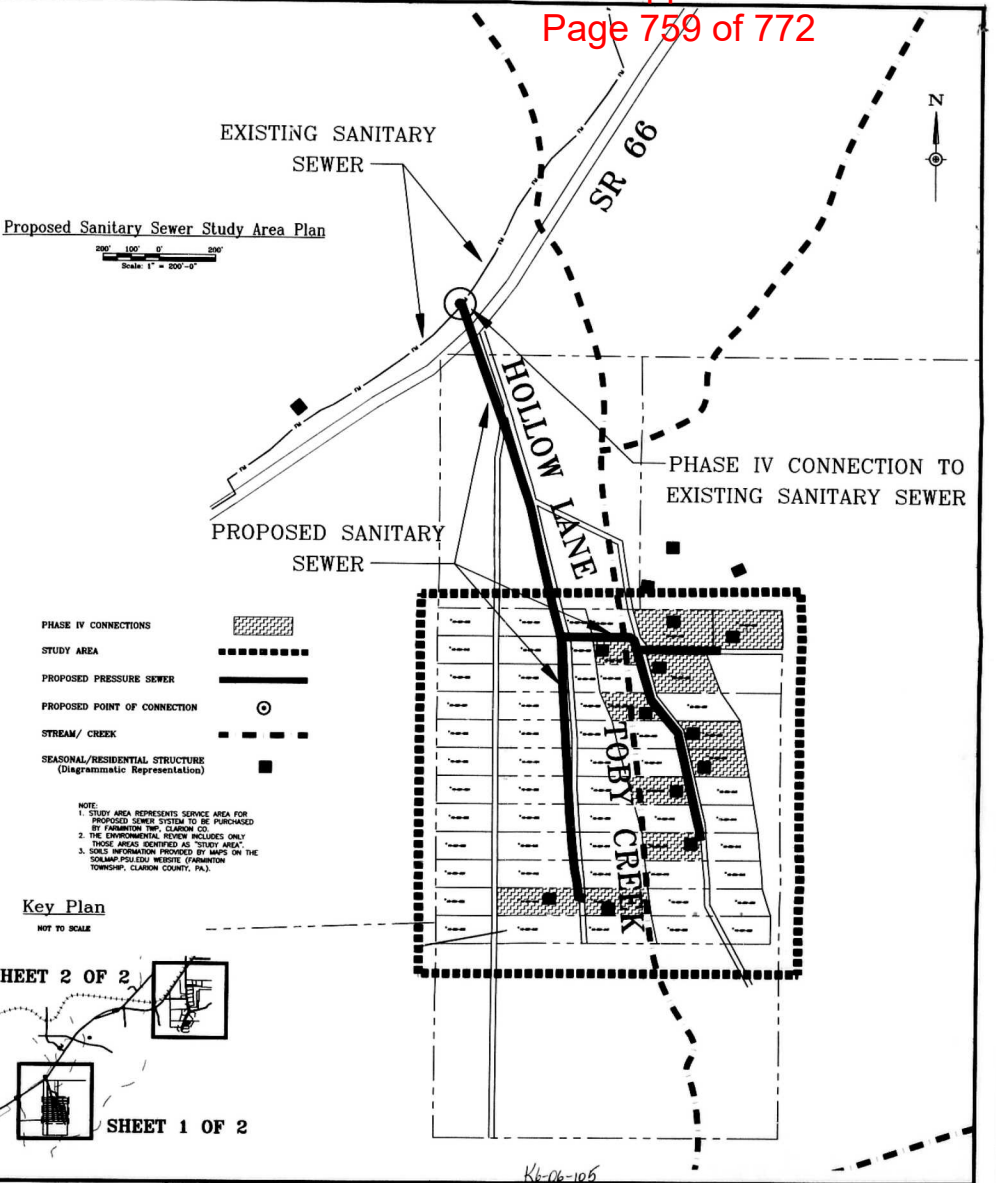
H1 - INCLUSIONS OF MAJOR HYDRIC COMPONENTS

H - MAJOR HYDRIC COMPONENTS



Proposed Sanitary Sewer Study Area Plan

200' 100' 0' 200'
Scale: 1" = 200'-0"



PHASE IV CONNECTIONS

STUDY AREA

PROPOSED PRESSURE SEWER

PROPOSED POINT OF CONNECTION

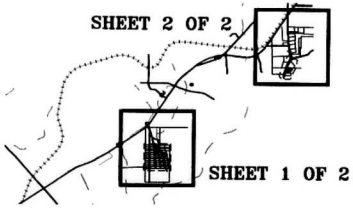
STREAM/ CREEK

SEASONAL/RESIDENTIAL STRUCTURE (Diagrammatic Representation)

NOTE:
1. STUDY AREA REPRESENTS SERVICE AREA FOR PROPOSED SEWER SYSTEM TO BE PURCHASED BY FARMINGTON TWP., CLARION CO.
2. THE ENVIRONMENTAL REVIEW INCLUDES ONLY THOSE AREAS IDENTIFIED AS "STUDY AREA".
3. SOILS INFORMATION PROVIDED BY MAPS ON THE SOILMAP.PSU.EDU WEBSITE (FARMINGTON TOWNSHIP, CLARION COUNTY, PA.).

Key Plan

NOT TO SCALE



Kb-06-105

REVISIONS			DESIGN BY:	CHECKED BY:	SEAL
NO.	DATE	DESCRIPTION	TJS		
			DRAWING FILE NAME: 26063UERMAP-REVISED		
			PROJECT DIRECTORY: 26063		

Northwest Engineering, Inc.
Consultants and Civil Engineers
Tidioute, Pennsylvania 16351
(814) 484-3504

FARMINGTON TOWNSHIP
SANITARY SEWER PROJECT - PHASE IV
CLARION COUNTY, PENNSYLVANIA
STUDY AREA PLAN W/ SOILS AND FARMLAND MAPPING

DRAWING SCALE:

RECEIVED
AUG 31 2007
PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION
OIL AND GAS MANAGEMENT
OFFICE

PROJECT NO: 26063
DATE: AUG. 2007
SHEET NO. 1 OF 2

Proposed Sanitary Sewer Study Area Farmland Mapping

500' 250' 0' 500'
Scale: 1" = 500'-0"

P – PRIME FARMLANDS

MAP SYMBOL	SOIL NAME
CkC	Cookport silt loam
CkD	Cookport sandy loam
CyC	Clymer channery loam
CyD	Clymer channery loam
CrC	Cookport channery silt loam
CrD	Cookport channery silt loam
DkB	Dekalb channery sandy loam
EkB	Ernest silt loam

US – ADDITIONAL FARMLANDS OF STATE IMPORTANCE

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Cs	Cavode silt loam
Ck	Cookport channery silt loam
Db	Dekalb channery loam
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P – PRIME FARMLAND

S – ADDITIONAL FARMLANDS OF STATE IMPORTANCE

L – ADDITIONAL FARMLANDS OF LOCAL IMPORTANCE (NONE)

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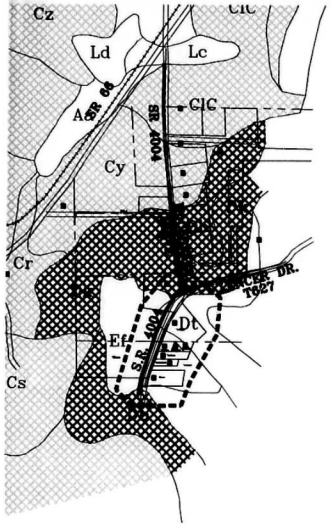


Proposed Sanitary Sewer Study Area Soils Mapping

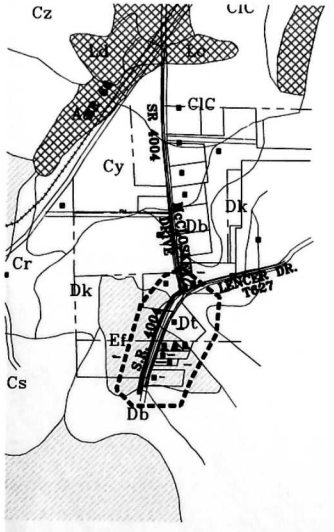
500' 250' 0' 500'
Scale: 1" = 500'-0"

H – MAJOR HYDRIC COMPONENTS

MAP SYMBOL	SOIL NAME
Bc	Brinkerton stony silt loam
Ck	Cookport channery silt loam
CyC	Clymer channery loam
CyD	Clymer channery loam
CrC	Cookport channery silt loam
CrD	Cookport channery silt loam
DkB	Dekalb channery loam
DkB	Dekalb channery sandy loam
DkD	Dekalb channery sandy loam
DkE	Dekalb channery sandy loam
DmC	Dekalb channery sandy loam
DtE	Dekalb stony loam
Ek	Ernest silt loam
EtC	Ernest stony silt loam
Ho	Holo silt loam
Fa	Philo fine sandy loam

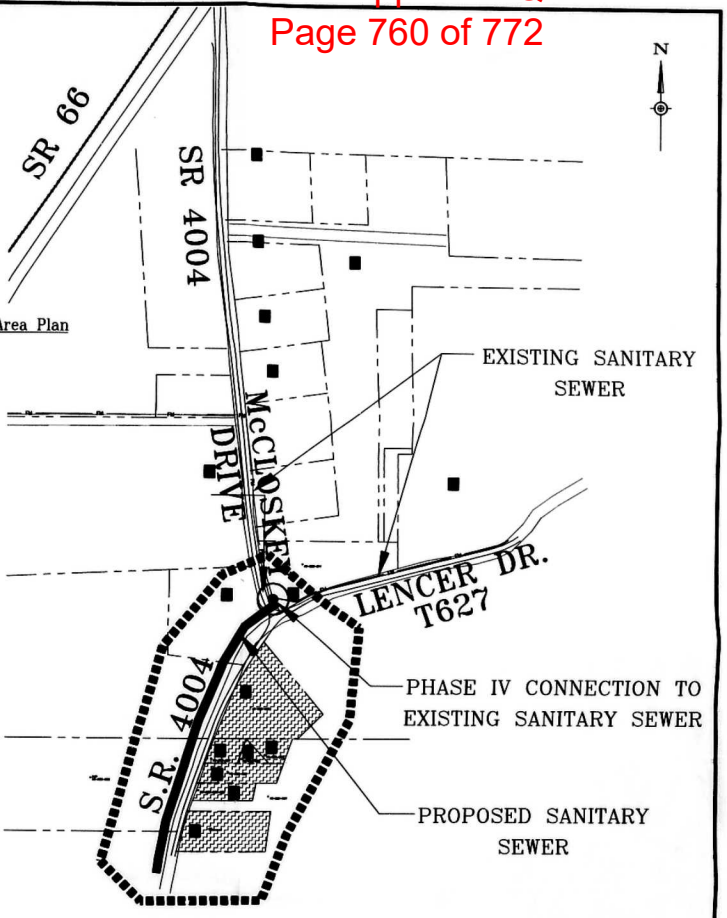
HI – INCLUSIONS OF MAJOR HYDRIC COMPONENTS

H – MAJOR HYDRIC COMPONENTS



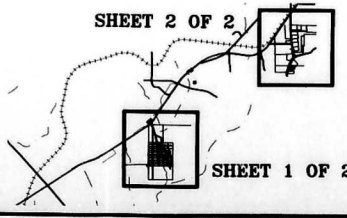
Proposed Sanitary Sewer Study Area Plan

200' 100' 0' 200'
Scale: 1" = 200'-0"



Key Plan

NOT TO SCALE



PHASE IV CONNECTIONS
STUDY AREA
PROPOSED PRESSURE SEWER
PROPOSED POINT OF CONNECTION
STREAM/ CREEK
SEASONAL/RESIDENTIAL STRUCTURE (Diagrammatic Representation)

NOTE:
1. STUDY AREA REPRESENTS SERVICE AREA FOR PROPOSED SEWER SYSTEM TO BE PURCHASED BY FARMINGTON TWP, CLARION CO.
2. THE ENVIRONMENTAL REVIEW INCLUDES ONLY THOSE AREAS IDENTIFIED AS "STUDY AREA".
3. SOILS INFORMATION PROVIDED BY MAPS ON THE SOILMAP.PSU.EDU WEBSITE (FARMINGTON TOWNSHIP, CLARION COUNTY, PA.).

REVISIONS			DESIGN BY:	CHECKED BY:	SEAL		DRAWING SCALE:	PROJECT NO:
NO.	DATE	DESCRIPTION	TJS			Northwest Engineering, Inc. Consultants and Civil Engineers Tidioute, Pennsylvania 16351 (814) 484-3504		26063
			DRAWING FILE NAME: 26063UERMAP-REVISED			FARMINGTON TOWNSHIP SANITARY SEWER PROJECT – PHASE IV CLARION COUNTY, PENNSYLVANIA STUDY AREA PLAN W/ SOILS AND FARMLAND MAPPING		DATE: AUG 2007
			PROJECT DIRECTORY: 26063					SHEET NO: 2 OF 2

CUT HERE

CO.	MUN.	PROG. CODE	PERMIT NUMBER	ER-EP-25 (8-81) DEPARTMENT OF ENVIRONMENTAL PROTECTION
1 2	3 4 5	6 7	8 9 10 11 12 13 14 15 16	
1 6	9 0 9	PL G	K 6 - 0 6 - 1 0 5	

CASE NAME

#615778

17 18	19 20 21	22 23 24	25 26	27	28 29 30	31	32 33 34	35	36 37 38 39 40
F A	R M I	N G T	O N		T W P		S T P		C L A R I

FOLIO	SHEET NO.	NO. OF SHEETS	REV NO.	SCALES	IDENTIFICATION CARD FOR MICROFILMING
41 42	43 44 45	46 47 48	49 50		
		0 0 1		05/03 - 02/08	

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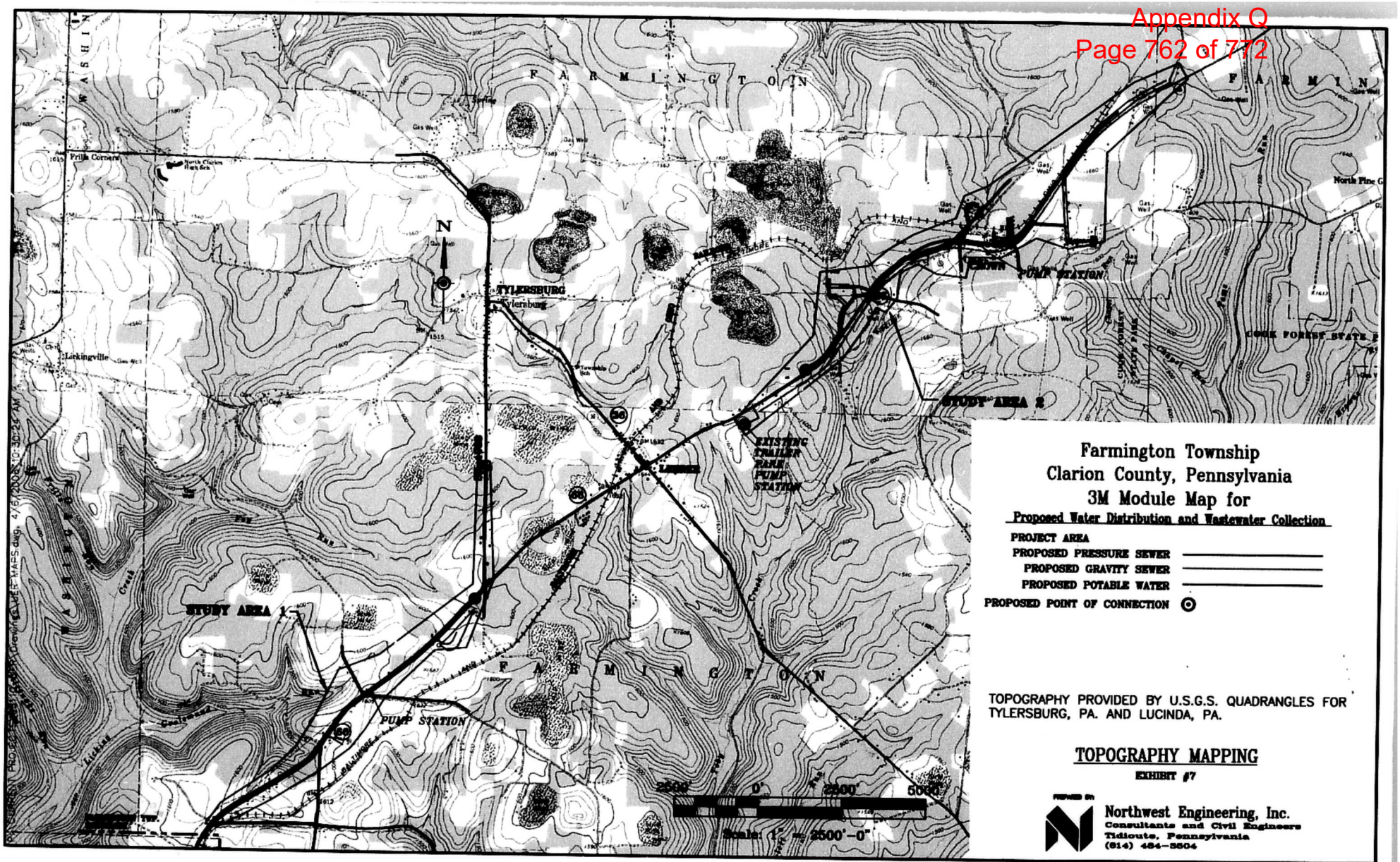


Farmington Township
Clarion County, Pennsylvania
3M Module Map for
Proposed Water Distribution and Wastewater Collection

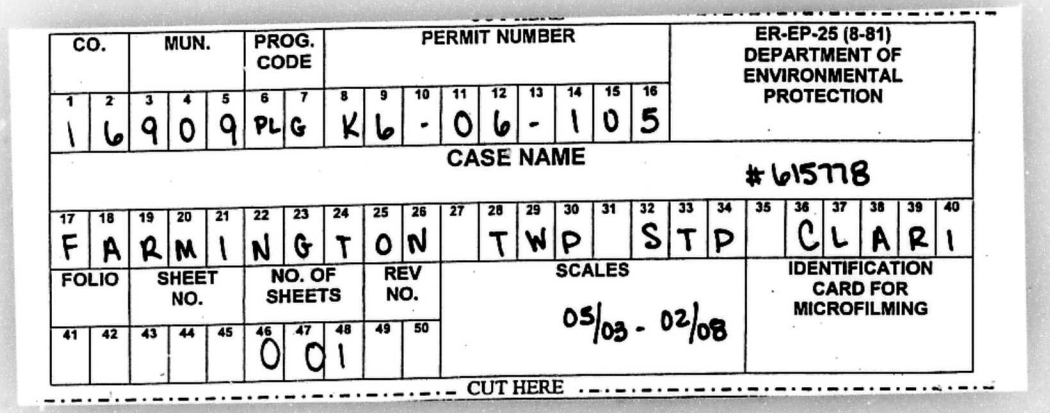
PROJECT AREA
PROPOSED PRESSURE SEWER
PROPOSED GRAVITY SEWER
PROPOSED POTABLE WATER
PROPOSED POINT OF CONNECTION

TOPOGRAPHY PROVIDED BY U.S.G.S. QUADRANGLES FOR TYLERSBURG, PA. AND LUCINDA, PA.

TOPOGRAPHY MAPPING

EXHIBIT #7

PREPARED BY
Northwest Engineering, Inc.
Consultants and Civil Engineers
Tidioute, Pennsylvania
(814) 484-5604



CO.	MUN.	PROG. CODE	PERMIT NUMBER	ER-EP-25 (8-81) DEPARTMENT OF ENVIRONMENTAL PROTECTION
1 2	3 4 5	6 7	8 9 10 11 12 13 14 15 16	
1 6	9 0 9	PL G	K 6 - 0 6 - 1 0 5	

CASE NAME #615778

17 18	19 20 21	22 23	24 25 26	27	28 29 30	31	32 33 34	35	36 37 38 39 40
F A	R M I	N G	T O N		T W P		S T P		C L A R I

FOLIO	SHEET NO.	NO. OF SHEETS	REV NO.	SCALES	IDENTIFICATION CARD FOR MICROFILMING
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		0 0 1		05/03 - 02/08	

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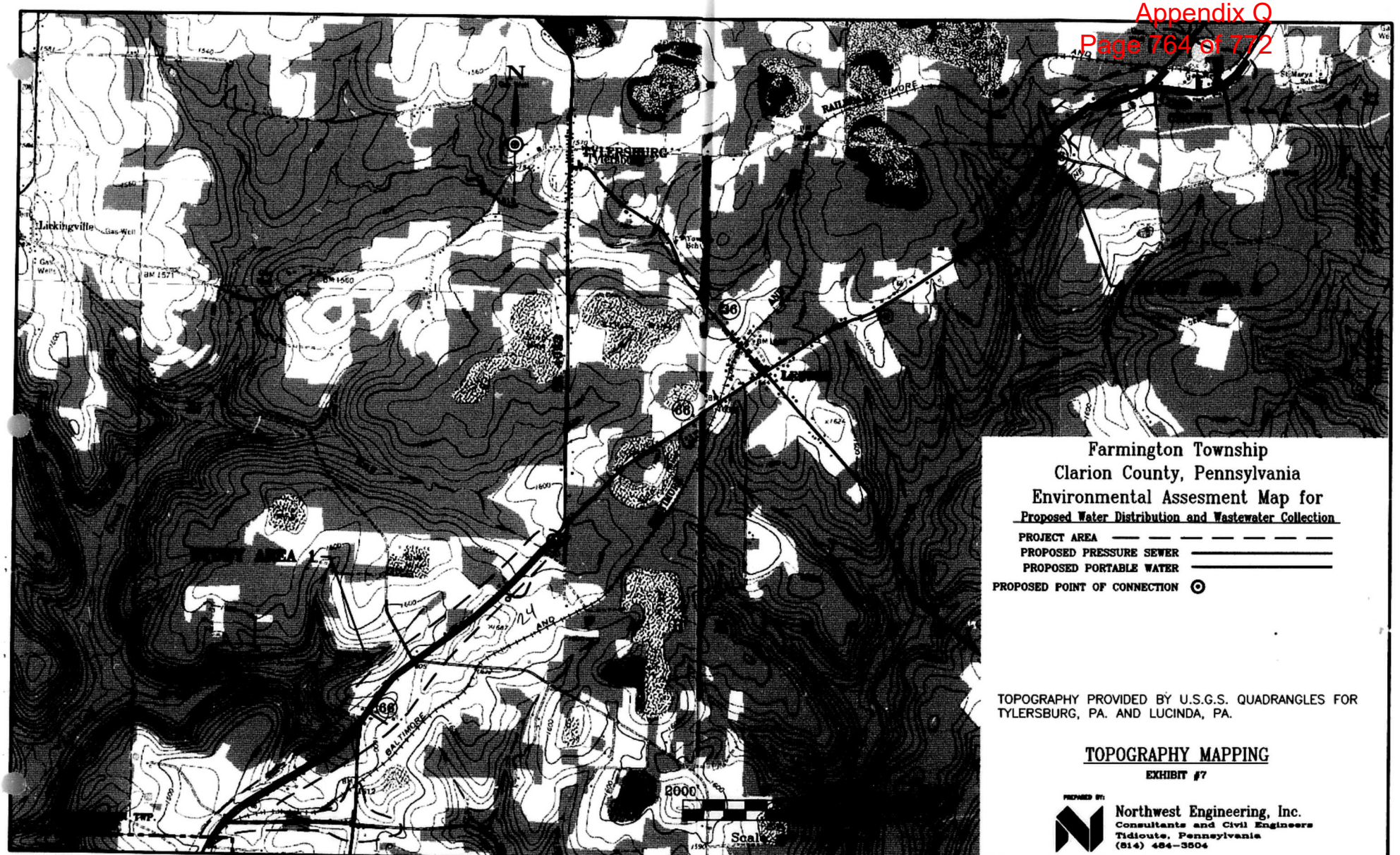


Farmington Township
Clarion County, Pennsylvania
Environmental Assesment Map for
Proposed Water Distribution and Wastewater Collection

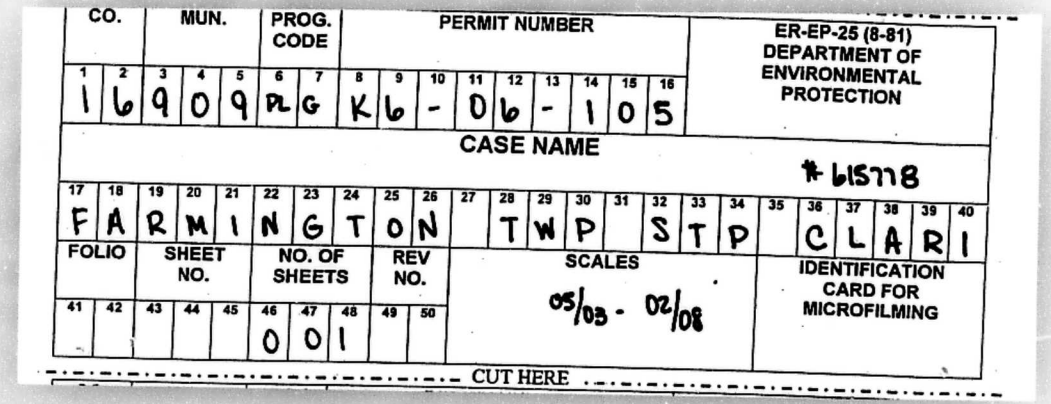
PROJECT AREA
PROPOSED PRESSURE SEWER
PROPOSED PORTABLE WATER
PROPOSED POINT OF CONNECTION

TOPOGRAPHY PROVIDED BY U.S.G.S. QUADRANGLES FOR TYLERSBURG, PA. AND LUCINDA, PA.

TOPOGRAPHY MAPPING

EXHIBIT #7

PREPARED BY:
Northwest Engineering, Inc.
Consultants and Civil Engineers
Tidioute, Pennsylvania
(814) 484-3504



CO.	MUN.	PROG. CODE	PERMIT NUMBER	ER-EP-25 (8-81) DEPARTMENT OF ENVIRONMENTAL PROTECTION
16	909	PG	K6-06-105	

CASE NAME #61578

FARMINGTON TWP STP CLARI

FOLIO	SHEET NO.	NO. OF SHEETS	REV NO.	SCALES	IDENTIFICATION CARD FOR MICROFILMING
		001		05/03 - 02/08	

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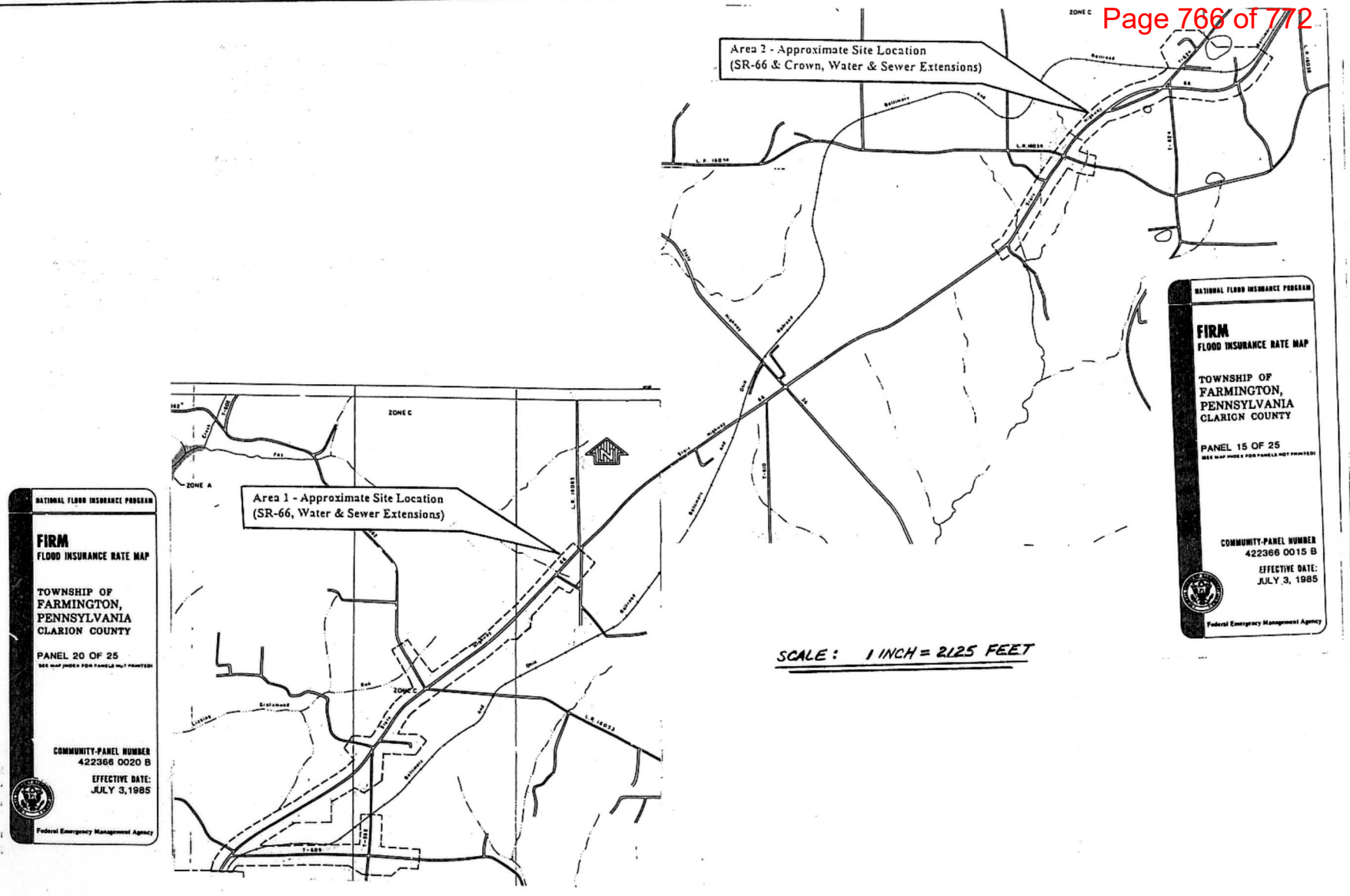
Area 2 - Approximate Site Location
(SR-66 & Crown, Water & Sewer Extensions)
Area 1 - Approximate Site Location
(SR-66, Water & Sewer Extensions)
ZONE C
ZONE A
NATIONAL FLOOD INSURANCE PROGRAM
FIRM
FLOOD INSURANCE RATE MAP
TOWNSHIP OF FARMINGTON, PENNSYLVANIA CLARION COUNTY
PANEL 20 OF 25
COMMUNITY-PANEL NUMBER 422366 0020 B
EFFECTIVE DATE: JULY 3,1985
Federal Emergency Management Agency
NATIONAL FLOOD INSURANCE PROGRAM
FIRM
FLOOD INSURANCE RATE MAP
TOWNSHIP OF FARMINGTON, PENNSYLVANIA CLARION COUNTY
PANEL 15 OF 25
COMMUNITY-PANEL NUMBER 422366 0015 B
EFFECTIVE DATE: JULY 3, 1985
Federal Emergency Management Agency
SCALE: 1 INCH = 2125 FEET

CO.	MUN.	PROG. CODE	PERMIT NUMBER	ER-EP-25 (8-81) DEPARTMENT OF ENVIRONMENTAL PROTECTION
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1 6	9 0 9	PL G	K 6 - 0 6 - 1 0 5	

CASE NAME #615778

17 18	19 20 21	22 23 24	25 26	27	28 29 30	31	32 33 34	35	36 37 38 39 40
F A	R M I	N G T	O N		T W P		S T P		C L A R I

FOLIO	SHEET NO.	NO. OF SHEETS	REV NO.	SCALES	IDENTIFICATION CARD FOR MICROFILMING
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		0 0 1		05/03 - 02/06	

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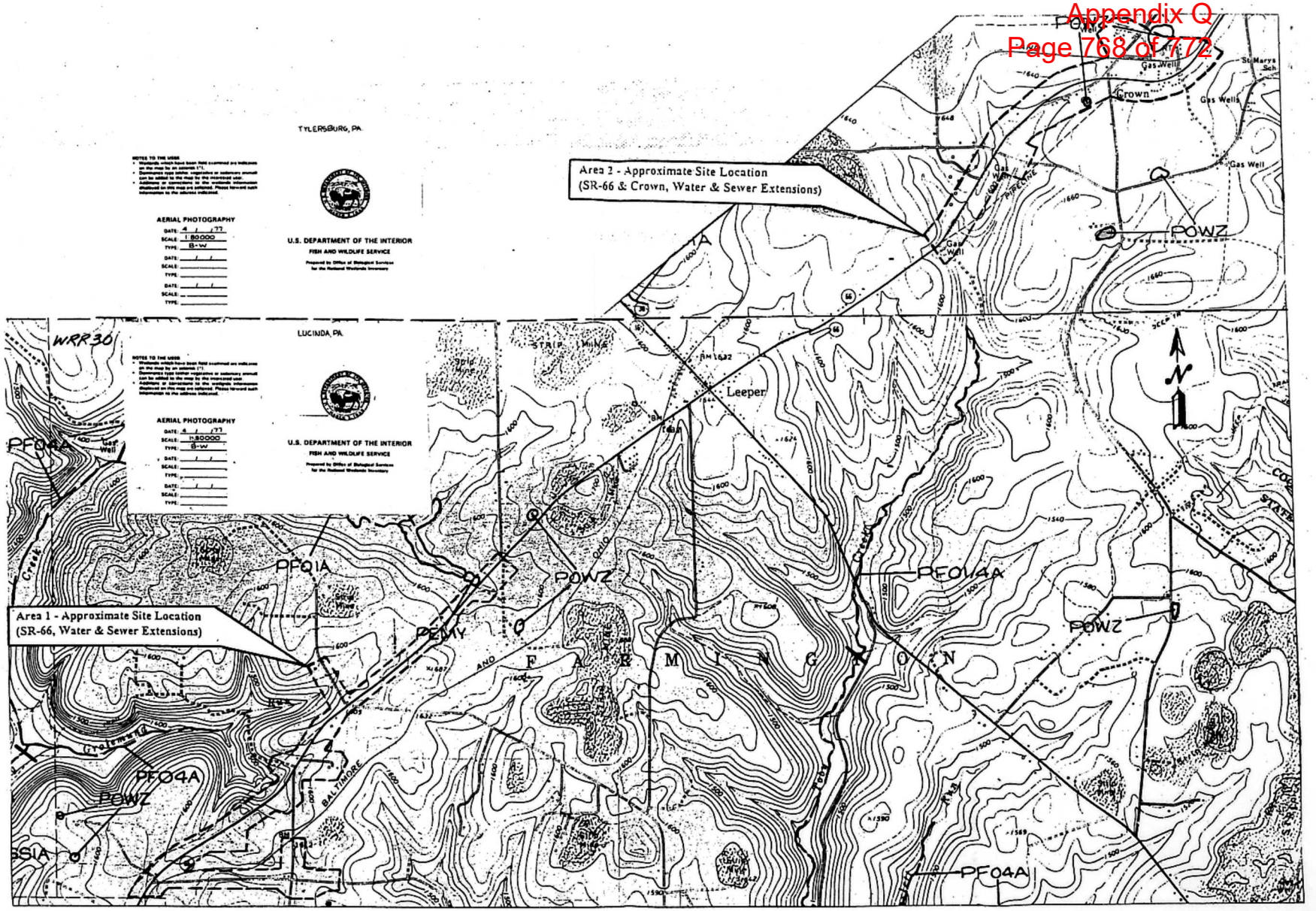
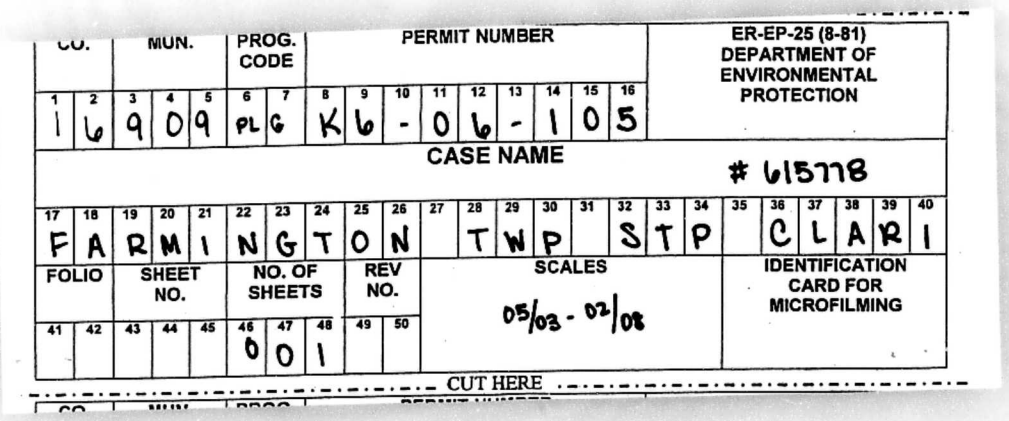

TYLERSBURG, PA.
AERIAL PHOTOGRAPHY
DATE: 4 / /77
SCALE: 1:80000
TYPE: B-W
U.S. DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
LUCINDA, PA.
AERIAL PHOTOGRAPHY
DATE: 4 / /77
SCALE: 1:80000
TYPE: B-W
U.S. DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
Area 2 - Approximate Site Location
(SR-66 & Crown, Water & Sewer Extensions)
Area 1 - Approximate Site Location
(SR-66, Water & Sewer Extensions)
WRR30
PFO4A
PFO1A
PEMY
POWZ
PFO1/4A
PFO4A
POWZ
PFO4A
POWZ
Leeper
Crown
Gas Well
Gas Wells
St Marys Sch
F A R M I N G T O N
BALTIMORE
AND
OHIO
PIPELINE
STRIP MINE
Creek
Grafemund
N



CO.	MUN.	PROG. CODE	PERMIT NUMBER	ER-EP-25 (8-81) DEPARTMENT OF ENVIRONMENTAL PROTECTION
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1 6	9 0 9	PL G	K 6 - 0 6 - 1 0 5	

CASE NAME # 615778

17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40
F A R M I N G T O N T W P S T P C L A R I

FOLIO	SHEET NO.	NO. OF SHEETS	REV NO.	SCALES	IDENTIFICATION CARD FOR MICROFILMING
41 42	43 44 45	46 47 48	49 50		
		0 0 1		05/03 - 02/08	

CUT HERE

Area 2 - Approximate Site Location
(SR-66 & Crown, Water & Sewer Extensions)
Area 1 - Approximate Site Location
(SR-66, Water & Sewer Extensions)
TYLERSBURG QUADRANGLE
LUCINDA QUADRANGLE
Tylersburg
Licking ville
Leeper
Crown
FARMINGTON TOWNSHIP
CLARION COUNTY, PENNSYLVANIA
STATE ROUTE 66 & CROWN - WATER & SEWER EXTENSIONS
SITE LOCATION MAP
NOTES: 1. TOPOGRAPHY PROVIDED BY USGS, 7.5 MINUTE, TYLERSBURG, PA AND LUCINDA, PA QUADRANGLES.
2. SCALE: 1 INCH = 2000 FEET

CO.	MUN.	PROG. CODE	PERMIT NUMBER	ER-EP-25 (8-81) DEPARTMENT OF ENVIRONMENTAL PROTECTION
1 2	3 4 5	6 7	8 9 10 11 12 13 14 15 16	
1 6	9 0 9	PL G	K 6 - 0 6 - 1 0 5	

CASE NAME #615778

17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40
F A R M I N G T O N T W P S T P C L A R I

FOLIO	SHEET NO.	NO. OF SHEETS	REV NO.	SCALES	IDENTIFICATION CARD FOR MICROFILMING
41 42	43 44 45	46 47 48	49 50		
		0 0 1		05/03 - 02/08	

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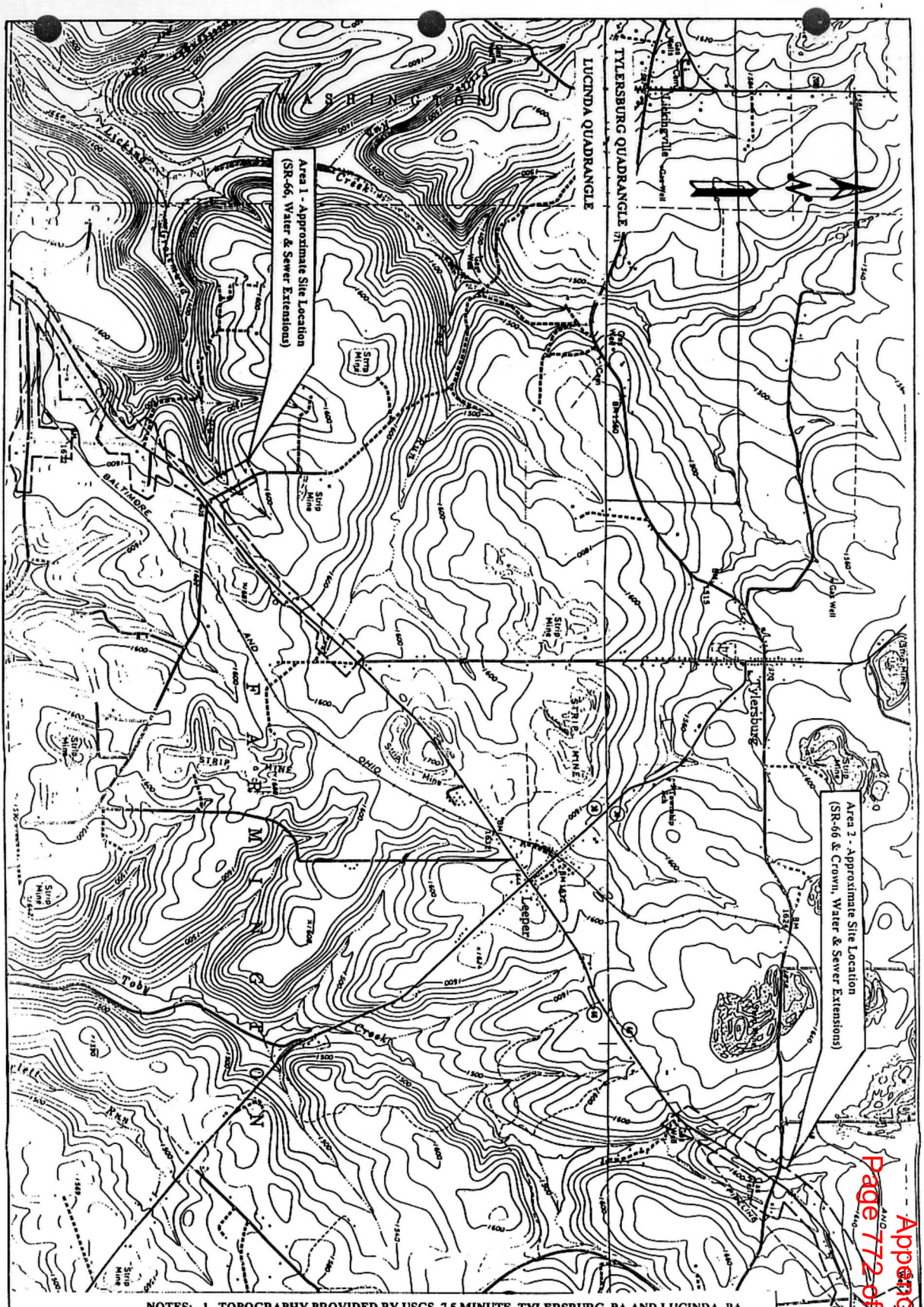

NOTES: 1. TOPOGRAPHY PROVIDED BY USGS, 7.5 MINUTE, TYLERSBURG, PA AND LUCINDA, PA QUADRANGLES.
2. SCALE: 1 INCH = 2000 FEET

FARMINGTON TOWNSHIP
CLARION COUNTY, PENNSYLVANIA
STATE ROUTE 66 & CROWN - WATER & SEWER EXTENSIONS

SITE LOCATION MAP

Appendix E
Page 772 of 772

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of the transfer, by sale, of substantially all of the Township of Farmington's assets, properties and rights related to its drinking water distribution and wastewater collection and treatment systems; and the right of Pennsylvania-American Water Company to begin to offer and furnish water service to the public in an additional portion and wastewater service to the public in a portion of the Township of Farmington, Clarion County, Pennsylvania

Appendix R

Wastewater and Water Permits Referenced in APA Schedule 4.12

SCHEDULE 4.12
AUTHORIZATIONS AND PERMITS

WASTEWATER

05/07/2001	N/A	1600408	WQM Part II	Original sewer system/plant construction
07/26/2006	N/A	WQG028301	WQM	Sewer system extension
07/28/2008	N/A	WQG028315	WQM	Sewer system extension
05/01/2023	04/30/2028	PA0223042	NPDES	Plant discharge permit
DEP ACT 537 PLAN				

WATER

~~03/28/2003~~	~~03/31/2022~~	~~WA 16-1002A~~	~~Water Allocation~~	~~Purchase from Pennsylvania-American Water Company - Clarion~~
03/28/2003	N/A	1602502	Construction	Farmington potable water system
09/01/2005	N/A	1602502	Operation	Farmington potable water system
06/22/2009	N/A	1602502-MA1	Modification	Repair of water storage tank
09/03/2009	N/A	1602502-MA1	Operation	Repair of water storage tank
03/17/2016	N/A	1602502-MA2	Operation (1)	Grid Bee GS-12 submersible tank mixer

Pennsylvania Department of Environmental Protection

230 Chestnut Street
Meadville, PA 16335-3481

Northwest Regional Office

814-332-6942
Fax: 814-332-6121

MAY 0 7 2001

Mr. Gene Fredericks, Chairman
Farmington Township Board of Supervisors
Villages of Leeper and Tylersburg
P.O. Box 148
Leeper, PA 16233

Re: Sewage
Farmington Township WWTP
WQM Part II Permit No. 1600408
APS ID No. 319158
Farmington Township, Clarion County

Dear Mr. Fredericks:

Your permit is enclosed.

You must comply with all Standard and Special Conditions attached to this Permit. Construction must be done in accordance to the permit application and all supporting documentation. Please review the permit conditions and the supporting documentation submitted with your application before starting construction.

Please take the time to complete the enclosed questionnaire and return it in the enclosed postage-paid return envelope.

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. Section 7514, and the Administrative Agency Law, 2 Pa. C.S. Chapter 5A, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, PO Box 8457, Harrisburg, PA 17105-8457, 717-787-3483. TDD users may contact the Board through the Pennsylvania Relay Service, 800-654-5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action unless the appropriate statute provides a different time period. Copies of the appeal form and the Board's rules of practice and procedure may be obtained from the Board. The appeal form and the Board's rules of practice and procedure are also available in braille or on audiotape from the Secretary to the Board at 717-787-3483. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

If you have any questions, please call William H. Mentzer at 814-332-6942.

Sincerely,

David E. Milhous, P.E.
Regional Manager
Water Management

Enclosures

cc: William D. DelGrande, P.E.
Water Management
Monitoring & Compliance Section
File

DEM:WHM:lsl

3600-PM-WQ0015 Rev. 8/94

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
WATER MANAGEMENT PROGRAM

PERMIT NO. 1600408

AMENDMENT NO. _____

WATER QUALITY MANAGEMENT PERMIT

A. PERMITTEE (Name & Address):
Farmington Township
Villages of Leeper and Tylersburg
P.O. Box 148
Leeper, PA 16233

B. PROJECT (Name, County, Municipality)
Farmington Township (Leeper and Tylersburg) Collection and Waste Water Treatment System
Clarion County, Farmington Township

C. THIS: X **Permit** _____ **Permit Amendment**

APPROVES:

X	**The construction/operation of:**	_____	**Modification(s) to the construction/operation of:**
X	Sewage Treatment Facilities	_____	Industrial Waste Treatment Facilities
_____	Land Application Facilities	_____	Other: _____

Average Design Flow of **0.10000** MGD consisting of: **pressure and gravity sanitary sewer collection system with two pump stations and related appurtances with an extended aeration activated sludge wastewater treatment system consisting of equalization, aeration, chemical addition, settling, disinfection, dechlorination, post aeration, aerated sludge digestion, and (reed) bed sludge drying.**

X	Sewers and Appurtenances	X	Pump Station(s)
_____	Impoundment(s)	_____	Injection Well(s)
X	Soil Erosion & Sedimentation Control Plan		
_____	Stream Crossing(s)	_____	Outfall & Headwall(s)

D. APPROVAL GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. a. All construction, operations, and procedures shall be in accordance with the Water Quality Management Permit/Permit Amendment Application dated **10/18/00**, its supporting documentation, and addendums dated **03/05/01, 03/11/01 and 04/16/01**. 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 **1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 16, 20, 21, and 22** of the **Sewerage** standard conditions dated **1996** and conditions numbered **All** of the erosion control standard conditions dated **1991** are attached and made part of this permit.

3. Special conditions numbered **1.** are attached and made part of this permit.

E. THIS 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 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.

PERMIT ISSUED:

DATE MAY 0 7 2001

AMENDMENT ISSUED:

DATE _____

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY: David E. Milhous, P.E.

TITLE: Regional Manager - Water Management
Northwest Regional Office

Farmington Township Board of Supervisors
Farmington Township, Clarion County
Application ID No. 1600408

SPECIAL CONDITION

1. 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 William D. DelGrande, #PE-044256, 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.

ER-BWQ43 REV. 7/76 9/8/1997 WHM

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

Aps Id 319198
Clt Id 116000 Auth Id 343998
Fac Id 556318 Subfac Id 517292

For Department Use Only

INTERNAL REVIEW

NAME OF APPLICANT: Farmington Township

LOCATION Farmington Township
Clarion County

APPLICATION NUMBER WQM# 1600408
NPDES

BRIEF DISCRIPTION OF PROJECT AND DISCUSSION (Use additional sheets if necessary)

In accordance with the local official sewerage plan the applicant has proposed sanitary sewer service to Leeper and Tylersburg.

Proposed is a gravity and pressure sewer system with two collection system pump stations. The primary pump station is in Tylersburg and conveys wastewater from the collection system to the treatment facilities west of Tylersburg. Waste water treatment is activated sludge with alkalinity addition for nitrogen control and sludge digestion .

An acceptable soil erosion and sedimentation control plan has been submitted.

With proper construction, operation, and maintenance this facility should protect the public health and achieve the Department's requirements.

Site

Farmington Township
Villages of Leeper and Tylersburg

Leeper, Pa 16233

Applicant Information

Mailing Address

Farmington Township

PO Box 148
Leeper, Pa 16233

Responsible Officials

Mr Gene Fredericks, Chairman, Board of Supervisors
Telephone 814/744-8523
Faxsimile 814/744-8523

(For Industrial Wastes only) Facility Start-up Date:

RECOMMENDATION AND ACTION

APPROVE - Issue By Region	APPROVE - Issue By Central Office	Refuse	Signature	Date
☑	☐	☐	William H. Mentzer, PE REVIEWING ENGINEER	4 May 2001
☑	☐	☐	Patrick G. Williams, PE PERMITS CHIEF	5/7/01
☑	☐	☐	David E. Milhous, PE WATER MANAGEMENT PROGRAM MANAGER	5/7/01

Permit Conditions

1. Standard

WQM Sewerage: 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 16, 20, 21, and 22 Dated 1996
Soil Erosion and Sedimentation Control: All dated 1991

2. Special : (Use additional sheets if necessary)

Design responsibility is on: William D. Del Grande, PE-044256.

Facility
Farmington Township
Farmington Township (Leeper and Tylersville) STP&S
Farmington Township, Clarion County

WQM Permit:
1600408
343998

APS Id:	319158
Clnt Id:	116000
Site Id:	532057
Facility ID:	556318

Run-off factors:
24.0 **Hours** 24.0 **Hours**
Design **NPDES**
☐ **TKN Design**

Design Load

	Organic Load		In-organic Load		Hydraulic Load	
BOD	265 **mg/L**	220 **PPD**	**TSS**	265 **mg/L** 220 **PPD**	**Average**	0.082 500 **MGD**
CBOD	**mg/L**	**PPD**	**Alkalinity**	150 **mg/L** 125.2 **PPD**	**Design**	0.100 000 **MGD**
Phosphorus	**mg/L**	**PPD**			**Maximum**	0.100 000 **MGD**
Ammonia	30 **mg/L**	25 **PPD**			**Peak**	0.250 000 **MGD**
					Instant	0.350 000 **MGD**

Planning: 3 December 1999
Design Year: 2038
Design Population: 1 100

NPDES Design: 0.100 000 **MGD**
WQM Design: 0.100 000 **MGD**
Population Based Flow: 0.082 500 **MGD**
(at 75 gallons per capita per day)

Design Comments
NPDES: For 307 EDUs consisting of 137 gravity, 150 pressure and 20 school.

Wastes

municipal sanitary sewage

Permit Authorization

Pressure and gravity sanitary sewer collection system with two pump stations and related appurtances along with an extended aeration activated sludge wastewater treatment system consisting of equalization, aeration, chemical addition, settling, disinfection, dechlorination, post aeration, aerated sludge digestion, and (reed) bed sludge drying.

Air	diffused
Diffusion Type	Coarse Bubble
Air Supply (30 scfm/1000 cubic feet @6 psi)	200
Air Requirements (1.25 scfm/1000 gallon capacity)	43

Secondary Treatment

Aeration	Unit #1	Unit #2	Total
Width (feet)	12	12	24
Length (feet)	44	44	44
Side Water Depth (feet)	14.5	14.5	14.5
Capacity (cubic feet)	7 656	7 656	15 312
Capacity (gallons)	57 266.88	57 266.88	114 533.76
Side Water Depth (feet)	15.25	15.25	15.25
Capacity (gallons)			114 534 effective
Required (BOD/1000 cubic feet)			12.21 <15
Capacity (gallons)	57 000	57 000	114 000
Detention (Hours)			
Return Sludge	150%	150%	
Air	diffused	diffused	
Diffuser	Fine Bubble	Fine Bubble	

General Air

	Sludge Tank			Flow Equaliz.			Aeration Tank			Reserve
Blowers	1	2	Total	1	2	Total	1	2	Total	1
Specified Capacity (scfm) at 7 psi	200		200	300*		300	440		440	440
Mixing Air (30 scfm/1000 cft)	200		200	96		96	400		400	
Biological Required Air (scfm)						300			300	
3" Air lifts							1	2		
Air (SCFM)										
2/3" Air Skimmer							1	2		
Air (SCFM)										
2" Air Lift Supernatant Return							1			
Total (SCFM)									40	
Required Air									736	
Supplied Air (SCFM)									940	
Back-up (SCFM)									440[A]	

* 1 aeration back-up blower with equalization blower able to back-up the sludge treatment blower.

Chemical Addition

Chemical feed for Nitrogen control through alkalinity	
Chemical:	Sodium hydroxide (Caustic soda solution)
Feed rate: (GPD)	25

Clarification

Settling	Unit #1	Unit #2	Total
Forward flow(MGD)	0.055	0.055	0.110
Recirculation flow (MGD)	0.083	0.083	0.165##
Total Flow (MGD)	0.138	0.138	0.275##
Length (feet)#	12	12	12
Width (feet)#	12	12	24
Surface (square feet)#	144	144	288
Weir Type	Double	Double	
Weir length (feet)	20	20	40
Capacity (gallons)	10 000	10 000	20 000
Capacity (gallons)			20 224 effective
Capacity (gallons)			22 378 total
F/M Ration			
MLSS (mg/L)	3 000	3 000	3 000
Average MLTSS Load (pounds/Square foot)			21.7
Maximum MLTSS Load (pounds/Square foot)			32.6
Average Detention (hours)	4.4	4.4	
Minimum Detention (hours)	5.8	5.8	
Average Surface settling rate (gal/d/Sq ft)	290	290	290
Maximum Surface settling rate (gal/d/Sq ft)	350	350	380
Average Weir over flow rate (gal/d/ft)	1 720	1 720	1 720
Maximum Weir overflow rate (gal/d/ft)	2 000	2 000	2 000
Sludge pumps (gpm)	100		

Disinfection

Type	Liquid chlorine
Contact Tank (gallons)	2 700
Dechlorination	Sodium metabisulfite @1.34:1
Mixing Tank (gallons)	739 effective
Mixing Tank (gallons)	1 016 total

Advanced Treatment

Post Aeration

Mixing Tank (gallons)	692 effective
Mixing Tank (gallons)	1 016 total

Polishing Clarifier

Submersible Pump	1
Capacity (gallons)	1 933 effective
Capacity (gallons)	2 865 total

Discharges to aerated sludge tank via air lift

Sludge Treatment:

Designed to accept septage

Farmington Township (Leeper and Tylersville)
1600408

COLLECTION SYSTEM:
Gravity and Pressure Sanitary Sewers with two pump stations. Pump Station #1 is in Tylersburg and conveys waste from the collection system to the waste treatment works. Pump Station #2 is east of Leeper and serves a two street area not marked on the USGS map.

Gravity Sewers:
The gravity sewer system consists of approximately 3700 feet of 8 inch diameter SDR-35 PVC mostly serving the immediate Tylersburg area and a short two street area northeast of Leeper.

Pressure Sewers:
The pressure sewer system consists of 1½, 2, 2½, and 3 inch diameter SDR-21 PVC sewers arranged into 8 branched 'Force Mains'. Double clean-out are specified to allow adequate cleaning with greater than 600 feet spacing.

Force Main #1 (SR 36 and Dehner Drive from near township border) is 1038 feet long and varies from 2 to 3 inches in diameter with 275/280 feet long 1½ inch diameter (FM-1A Good Shepherd United Church), 400 feet long 1½ inch diameter (FM-1B), and 270/315 feet long 2 inch diameter (FM-1C Dehner Drive) branches. It discharges to MH 1-11-5-11 near Salsgiver Drive, T-612 north of Tylersburg.

Force Main #2 (SR 66 Northeast of Leeper) is 5520 feet long and varies from 2 to 2½ inch diameter with 166/165 feet 1½ inch diameter (FM-2B), 182/180 foot long 1½ inch diameter (FM-2C), 466/470 foot long 2 inch diameter (FM-2A) branches. The 2 inch diameter branch has a duplex grinder pump system and gravity sewers. It discharges to MH 1-10-3-17-10 near The Sawmill.

Force Main #3 (SR 66 southeast of Leeper) is 7305 feet long and varies from 2 to 2½ inch diameter with 160/215 foot long 1½ diameter (FM-3A), 600/615 feet long 2 inch diameter (FM-3B), 416 feet long 2 inch diameter, 190/225 feet long 2 inch diameter (FM-3C), 382/365 feet long 2 inch diameter (FM-3E), 975 feet long 2 inch diameter (FM-3D), 120 feet long 3 inch diameter (FM-3F) branches. It discharges to MH 1-10-03-26 (near Farm.Twp Vol Fire Co).

Force Main #4 (SR 66 southwest of Leeper) is 1425 feet long and varies from 2 to 2½ inches in diameter with 132/105 feet 1½ inch diameter (FM-4C), 445/420 feet long 2 inch diameter (FM-4A), and 210/410 feet 2 inch diameter (FM-4B) branches. It discharges to MH 1-10-3-45 (near Farm.Twp Vol Fire Co).

Force Main #5 (SR 4033 south of Tylersburg to SR 66) is 7275 feet long 2 inches in diameter with 212 feet 1½ inch diameter (FM-5B), 400 feet 1½ inch diameter (FM-5C), and 600 feet 2 inch diameter (FM-5A) branches. It discharges to MH 1-8-14.

Force Main $6 (Putnam Drive, gravity along SR 4004 to Manhole 1-1 and force main to STP) is an un-branched 902 feet long 2 inch diameter pressure sewer with a discharge through MH 3-2.

Force Main #7 (west along Arnold Avenue, SR 4004, in east Tylersburg) is 2000 feet long and varies fron 1½ to 2 inches in diameter with a 250 feet long 1½ inch diameter (FM-7A) branch. It discharges to MH 1-11-15.

Force Main #8 (SR 36) is an un-branched 500 foot 2 inch diameter line with a discharge through MH 1-18 along SR 36 south east of Tylersburg. This line has a 340 foot long 2 inch diameter pressure connection.

Pump Stations
Two planned for the collection system. The third pump station is for the waste treatment process water system.

Pump Station	#2	#1	Process	Grinder
Location	Trailer Court STP	Head-End Tylersburg	Water at STP	Pumps Various
Latitude	41°22'33.39"	41°22'57.83"	41°22'59.98"	
Longitude	79°17'25.05"	79°19'40.13"	79°20' 5.38"	
Design Population (now)	51	1 013		NA
Design Population (planned)	65	1 100		NA
Design Year	2038	2038	2038	2038
Design Flow (MGD)	0.011 500	0.231 000	0.144 000	
Specified Pump Capacity (GPM)	25	220	100	15-25
Specified Pump Capacity (MGD)	0.036 000	0.316 800	0.144 000	
Power (Hp)	3	5		2
Type	Suction Lift Grinder	Suction Lift		Grinder
Auxiliary	240v Alternator	240v Alternator		

Auxiliary Equipment:
1300 scfm portable ventilator
140 gpm 3 Hp (gasoline fueled) portable trash pump

TREATMENT:
Primary Treatment:

Cominution with coarse bar screen bypass	#1
Capacity (MGD)	0.576

Equalization	#1
Width (feet)	24.833
Length (feet)	12
Surface (square feet)	297.9996
Depth (feet)	15.5#
Capacity (cubic feet)	4619
Capacity (gallons)	24 000 (design)
Operating day (hours)	16
Design Runoff (hours)	24
Average Detention (hours)	5.6
Maximum Detention (hours)	13.8
Design Flow (MGD)	0.1
Control	pump
Pumps	1 2
Pump type	submersible submersible
Pump Capacity (gpm)	70 70
Pump Capacity (MGD)	0.100 800 0.100 800
Flow Control	Splitter Box

Aerobic Treatment

	Unit #1				
Capacity (gallons)	50 000				
Width (feet)#	24.833				
Length (feet)#	30				
Surface (square feet)	744.990				
Side Water Depth	14.355#				
Waste volume (Gallons per Day)	4 800				
Solids (Percent) in	0.5				
Waste volume (Gallons per Day)	1 845				
Solids (Percent) out	1.3				
Detention (days)	20				
VSS Load (pounds/day/1000 cubic feet)	10				
Air	diffused				
Diffusion Type	Coarse Bubble				
Blowers	1				
Capacity (scfm @7psi)	200				
Required Air (30 scfm/1000 cubic feet)	200				
Decants via grinder pump station to equalization basin					
Drying					
Reed Bed	1				
Capacity (square feet)	9 600 based on 8.7 square feet per person				
Design is standard system without reduction for reed uptake					
Sections	#1	#2	#3	#4	Total
Length (feet)	96.5	96.5	96.5	96.5	193
Width (feet) Nominal	30	30	30	30	60

Pennsylvania Department of Environmental Protection

230 Chestnut Street
Meadville, PA 16335-3481

JUL 26 2006

Northwest Regional Office

814-332-6942
Fax: 814-332-6121

Mr. Gene Fredericks
Chairman Supervisor
Farmington Township
32691 Rte 66
P.O. Box 148
Leeper, PA 16233

Re: Sewage
Pump Stations, Sanitary Sewers and Appurtances
WQM Permit No. WQG028301
APS ID No. 319158
Farmington Township, Clarion County

Dear Mr. Fredericks:

Your permit is enclosed.

You must comply with all Standard and Special Conditions attached to this Permit. Construction must be done in accordance to the permit application and all supporting documentation. Please review the permit conditions and the supporting documentation submitted with your application before starting construction.

Please take the time to complete the enclosed questionnaire and return it in the enclosed postage-paid return envelope.

Enclosed is the "Sewage and Industrial Wastewater Facilities Construction Certification" form. A Pennsylvania-registered Professional Engineer must sign and complete this form prior to startup of the facilities (see Special Conditions). You or your authorized representative must also sign the form.

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. Section 7514, and the Administrative Agency Law, 2 Pa. C.S. Chapter 5A, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, P.O. Box 8457, Harrisburg, PA 17105-8457, 717-787-3483. TDD users may contact the Board through the Pennsylvania Relay Service, 800-654-5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action unless the appropriate statute provides a different time period. Copies of the appeal form and the Board's rules of practice and procedure may be obtained from the Board. The appeal form and the Board's rules of practice and procedure are also available in braille or on audiotape from the Secretary to the Board at 717-787-3483. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.

IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD (717-787-3483) FOR MORE INFORMATION.

If you have any questions, please call William H. Mentzer at 814-332-6942.

Sincerely,

Ricardo F. Gilson
Regional Manager
Water Management

Enclosures

cc: James P. Hunter, P.E.
Wastewater Management
Monitoring & Compliance Section thru Permits Chief
William H. Mentzer, P.E. through Permits Chief
File

DGB:WHM:lsl

Pennsylvania Department of Environmental Protection

230 Chestnut Street
Meadville, PA 16335-3481
July 26, 2006

Northwest Regional Office

814-332-6816
Fax: 814-332-6125

Mr. Gene Fredericks
Chairman
Farmington Township
P. O. Box 148
32691 Route 66
Leeper, PA 16233

Re: Farmington Township
Farmington Township, Clarion County
APS No. 319158

Dear Mr. Fredericks:

Enclosed are the following permits issued by the Department of Environmental Protection:

1. Watershed Management Water Obstruction & Encroachment Permit No. E16-131 to construct and maintain extensions to existing sanitary sewer and potable water lines including seven stream crossings and three wetland crossings by sewer and water lines,

2. Watershed Management Individual NPDES Permit No. PAI-0616-06-001 to discharge storm water from construction activities, and,

3. Water Quality Management Permit No. WQG028301 to construct a pump station, sanitary sewer lines and appurtances in Farmington Township, Clarion County.

The above permits are covered under the Department's Money Back Guarantee Program and have been issued within the timeframe set by the Department.

In addition, please ensure that any regulated storage tanks are upgraded, installed, or removed by a certified tank installer. These tanks must be registered prior to being filled with a regulated substance. A storage tank permit from the Department will be required in the future for existing tanks and new

installations. Any questions you may have regarding this matter should be directed to the Northwest Region's Storage Tank Program at 814-332-6648 at the above address. You should also contact the Department of Labor and Industry at 717-787-2929 regarding any additional requirements concerning their regulations.

Sincerely,

James D. Rozakis
Assistant Regional Director

Enclosures

cc: COE, Pittsburgh (w/copy of permit)
Northwest Region PA FBC (w/copy of permit)
Watershed Mgt. File
P. Williams/K. Gross
Clarion Conservation District (w/copy of permit cover sheet)
J. Fiscus, Northwest Engineering, Inc., Consultant (w/copy of permit cover sheet)
P. Williams/K.Gross (w/copy of permit cover sheet)
S.Taylor (w/copy of permit cover sheet & NOI)
Watershed Mgt. Permit File
James P. Hunter, P.E.
Wastewater Management
Monitoring & Compliance Section thru Permits Chief
William H. Mentzer, P.E. thru Permits Chief
WQ File
ARD File

JDR:KEB:lsl

3800-PM-WSFR0045f 6/2005

Permit No. WQG028301

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER STANDARDS AND FACILITY REGULATION

WQG-02
WATER QUALITY MANAGEMENT
GENERAL PERMIT FOR SEWER EXTENSIONS AND PUMP STATIONS
PERMIT NUMBER WQG028301

A. PERMITTEE (Name and Address):

Farmington Township
32691 Rt 66 PO Box 148
Leeper, PA 16233

CLIENT ID#: 116000

B. PROJECT/FACILITY (Name):
Pump Stations, Sanitary Sewers and Appurtances

C. LOCATION (County, Municipality):
Farmington Township, Clarion County

D. This General Permit approves the construction and operation of:

☒ **SEWER EXTENSION**

☒ **PUMP STATION**

E. APPROVAL GRANTED BY THIS GENERAL PERMIT IS SUBJECT TO THE FOLLOWING:

1. All construction, operations and procedures shall be in accordance with the *Domestic Wastewater Facilities Manual.*

   Transfers: 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.

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

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 *et seq.* Issuance of this General Permit shall not relieve the permittee of any responsibility under any other law.

PERMIT ISSUED: JUL 26 2006

BY: Ricardo F. Gilson

TITLE: Regional Manager - Water Management
Northwest Regional Office

Permit No. WQG028301

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER STANDARDS AND FACILITY REGULATION

PERMIT CONDITIONS

General

1. Consistent with DEP's technical guidance document *Conducting Technical Reviews of Water Quality Management Permit Wastewater Treatment Facilities*, DEP ID: 362-2000-007, available on DEP's website, 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'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. 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.
5. 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.
6. No discharge is authorized from these facilities unless approved by an NPDES Permit.

Construction

7. An Erosion and Sedimentation (E&S) Control Plan must be developed prior to construction of the permitted facility, pursuant to Title 25 Pa. Code Chapter 102, and implemented during and after the earth disturbance activity.

   If the activity involves 5 or more acres of earth disturbance, or from 1 to 5 acres of earth disturbance with a point source discharge to surface waters of the Commonwealth, an NPDES Permit is required.

   In addition to the state NPDES permitting requirements, some municipalities, through local ordinances, require the E&S Control Plan to be reviewed and approved by the local county conservation district office prior to construction. For specific information regarding E&S control planning approval and NPDES permitting requirements please contact your local county conservation district office.
8. 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). The notification shall not be less than three nor more than 10 working days in advance of beginning the construction or excavation.
9. 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.
10. 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.
11. The facilities shall be constructed under the supervision of a Pennsylvania registered Professional Engineer in accordance with the approved reports, plans and specifications.

12. A Pennsylvania registered 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-WSWM0179a). 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

13. 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.

14. Stormwater from roofs, foundation drains, basement drains or other sources shall not be admitted directly to the sewer extension or pump station.

15. 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.

16. 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.

17. The sewer extension and/or pump station shall be properly operated and maintained so that the facility will perform as designed.

18. 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.

19. 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.

20. 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.

Permit No. WQG028301

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER STANDARDS AND FACILITY REGULATION

PERMIT CONDITIONS

General

1. Consistent with DEP's technical guidance document *Conducting Technical Reviews of Water Quality Management Permit Wastewater Treatment Facilities*, DEP ID: 362-2000-007, available on DEP's website, 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'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. 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.
5. 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.
6. No discharge is authorized from these facilities unless approved by an NPDES Permit.

Construction

7. An Erosion and Sedimentation (E&S) Control Plan must be developed prior to construction of the permitted facility, pursuant to Title 25 Pa. Code Chapter 102, and implemented during and after the earth disturbance activity.

   If the activity involves 5 or more acres of earth disturbance, or from 1 to 5 acres of earth disturbance with a point source discharge to surface waters of the Commonwealth, an NPDES Permit is required.

   In addition to the state NPDES permitting requirements, some municipalities, through local ordinances, require the E&S Control Plan to be reviewed and approved by the local county conservation district office prior to construction. For specific information regarding E&S control planning approval and NPDES permitting requirements please contact your local county conservation district office.
8. 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). The notification shall not be less than three nor more than 10 working days in advance of beginning the construction or excavation.
9. 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.
10. 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.
11. The facilities shall be constructed under the supervision of a Pennsylvania registered Professional Engineer in accordance with the approved reports, plans and specifications.

Farmington TWP SIP Clarion 1620 Sewl Perm

Pennsylvania Department of Environmental Protection

230 Chestnut Street
Meadville, PA 16335-3481

JUL 2 8 2008

Northwest Regional Office

814-332-6942
Fax: 814-332-6121

Mr. Clyde Frederick
Chairman
Farmington Township
P.O. Box 148
32691 Route 66
Leeper, PA 16233

Re: Sewerage
Farmington Township Sewer Extension
Phase IV – Crown Service Area
WQM Permit No. WQG028315
APS ID No. 642740
Farmington Township, Clarion County

rick:

rmit 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 application-supporting documents before starting construction.

Please take the time to complete the enclosed questionnaire and return it in the enclosed return envelope.

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. Section 7514, and the Administrative Agency Law, 2 Pa. C.S. Chapter 5A, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, PO Box 8457, Harrisburg, PA 17105-8457, 717-787-3483. TDD users may contact the Board through the Pennsylvania Relay Service, 800-654-5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action unless the appropriate statute provides a different time period. Copies of the appeal form and the Board's rules of practice and procedure may be obtained from the Board. The appeal form and the Board's rules of practice and procedure are also available in braille or on audiotape from the Secretary to the Board at 717-787-3483. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.

IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD 717-787-3483 FOR MORE INFORMATION.

If you have any questions, please call Robert Hutchinson at 814-332-6679.

Sincerely,

Ricardo F. Gilson
Regional Manager
Water Management

Enclosures

cc: Dale Sorensen, P.E., Northwest Engineering Inc.
Wastewater Management
Monitoring & Compliance Section
Robert Hutchinson thru Permits Chief
File

RFG:RPH:lsl

3800-PM-WSFR0045f 6/2005
Permit

Permit No. WQG028315

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER STANDARDS AND FACILITY REGULATION

WQG-02
WATER QUALITY MANAGEMENT
GENERAL PERMIT FOR SEWER EXTENSIONS AND PUMP STATIONS
PERMIT NUMBER WQG028315

A. PERMITTEE (Name and Address):	B. PROJECT/FACILITY (Name):
Farmington Township Clarion County P.O. Box 148 32691 Route 66 Leeper, PA 16233 CLIENT ID#: 116000	Farmington Township Sewer Extension, Phase IV – Crown Service Area C. LOCATION (County, Municipality): Farmington Township, Clarion County

D. This General Permit approves the construction and operation of:

☒ SEWER EXTENSION

☐ PUMP STATION

E. APPROVAL GRANTED BY THIS GENERAL PERMIT IS SUBJECT TO THE FOLLOWING:

1. All construction, operations and procedures shall be in accordance with the *Domestic Wastewater Facilities Manual*.

   Transfers: 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.

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

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 *et seq*. Issuance of this General Permit shall not relieve the permittee of any responsibility under any other law.

PERMIT ISSUED: JUL 28 2008

Ricardo F. Gilson

BY: Ricardo F. Gilson

TITLE: Water Management Program Manager

Northwest Regional Office

3800-PM-WSWM0020e Rev. 4/2004
Post Construction Certification

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

WATER QUALITY MANAGEMENT
POST CONSTRUCTION CERTIFICATION

PERMITTEE IDENTIFIER	
Permittee	
Address	
Municipality	
County	

CERTIFICATION

The following information must be completed and returned to the permits section of the DEP 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 that the _____ approved under Water Quality Management Permit No. _____ has been inspected and constructed in accordance with the plans and specifications approved by DEP.

Construction Completion Date (MM/DD/YYYY): _____

Engineer's Seal	**Professional Engineer**
	Name _____ (Please Print or Type)
	Signature
	Date
	Title
	Firm or Agency
	Telephone
	Permittee or Authorized Representative
	Name _____ (Please Print or Type)
	Signature
	Title
	Telephone

3800-PM-WSFR0045f 6/2005
Permit

Permit No. WQG028315

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER STANDARDS AND FACILITY REGULATION

PERMIT CONDITIONS

General

1. Consistent with DEP's technical guidance document *Conducting Technical Reviews of Water Quality Management Permit Wastewater Treatment Facilities*, DEP ID: 362-2000-007, available on DEP's Web site, 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'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. 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.
5. 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.
6. No discharge is authorized from these facilities unless approved by an NPDES Permit.

Construction

7. An Erosion and Sedimentation (E&S) Control Plan must be developed prior to construction of the permitted facility, pursuant to Title 25 Pa. Code Chapter 102, and implemented during and after the earth disturbance activity.

   If the activity involves 5 or more acres of earth disturbance, or from 1 to 5 acres of earth disturbance with a point source discharge to surface waters of the Commonwealth, an NPDES Permit is required.

   In addition to the state NPDES permitting requirements, some municipalities, through local ordinances, require the E&S Control Plan to be reviewed and approved by the local county conservation district office prior to construction. For specific information regarding E&S control planning approval and NPDES permitting requirements please contact your local county conservation district office.
8. 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). The notification shall not be less than three nor more than 10 working days in advance of beginning the construction or excavation.
9. 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.
10. 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.
11. The facilities shall be constructed under the supervision of a Pennsylvania registered Professional Engineer in accordance with the approved reports, plans and specifications.

12. A Pennsylvania registered 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

13. 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.

14. Stormwater from roofs, foundation drains, basement drains or other sources shall not be admitted directly to the sewer extension or pump station.

15. 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.

16. 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.

17. The sewer extension and/or pump station shall be properly operated and maintained so that the facility will perform as designed.

18. 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.

19. 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.

20. 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.

This form replaces ER-BWQ-43

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
WATER MANAGEMENT

APS ID No. 642740
Auth. ID: 720234
Site ID: 532057
Client ID: 116000
For Department Use Only

INTERNAL REVIEW AND RECOMMENDATION

NAME OF APPLICANT	Farmington Township Clarion County	PROJECT LOCATION	Farmington Township, Clarion County	APPLICATION NUMBER	WQG028315

This permit approves the construction/operation of sewerage facilities.

The name and mailing address are:

Farmington Township Clarion County
P.O. Box 148
32691 Route 66
Leeper, PA 16233

The name and site address are:

Farmington Township Sewer Extension, Phase IV -- Crown Service Area

The responsible official is: Mr. Clyde Frederick, Chairman

Telephone No.: 814-744-8523

Pump Stations:
Description N/A
Design capacity --- gpm

STP:
Annual Average Flow --- mgd
Design hydraulic capacity --- mgd
Design organic capacity --- lb/BOD_5/day

RECOMMENDATION AND ACTION

Approve-Issue by Region	Refuse	Signature	Date
X		REVIEWING ENGINEER — Robert P. Hutchinson	6/18/08
X		PERMITS SECTION CHIEF — David J. Balog	7/25/08
X		REGIONAL PROGRAM MANAGER — Ricardo F. Nelson	7/25/08

PERMIT CONDITIONS:

1. STANDARD – 6/2005 WQG02: All

3. SPECIAL (Use additional sheets if necessary) – N/A

The applicant proposes to extend sanitary sewers in the Crown area to serve an additional 36 EDU's. The project includes the construction of approx. 10,000 LF of small diameter, low pressure sewers. Each home will be served by a grinder pump. The flow generated from this extension is estimated to be 25,000 GPD.

The wastewater will be conveyed to the Farmington Township STP (PA0223042). Two separate connection points will be made into an existing sewer line (designated as Force Main B) to ultimately convey the wastewater to the Trailer Park Pump Station. 24 of the 36 EDU's will access Force Main B from the Crown Pump Station. This pump station was permitted under WQG028301. The application contains calculations to show both of these pump stations have adequate capacity to handle the increased flow from this sewer extension.

Planning was approved for this project on 2/25/08.

The consultant indicated a highway occupancy permit was obtained, from Penndot, for the state road crossings. Since the sewer is being installed using directional drilling, Penndot does not require the line to be encased underneath the road.

The Watershed Program will be issuing the general permit for the various stream crossings. They also reviewed and approved the E&S plan for the project.

Although the drawings included water distribution lines they were not reviewed. The Water Supply program independently determined they did not need to permit that portion of the project.

This project generally meets the design criteria outlined in the Department's Domestic Wastewater Facilities Manual. If the project is properly constructed, operated, and maintained it should protect the public health. It is recommended this permit be issued.

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

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

NPDES PERMIT NO: PA0223042

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

Farmington Township
P.O. Box 148, 32691 Route 66
Leeper, PA 16233-0148

is authorized to discharge from a facility known as **Farmington Township STP Clarion**, located at **191 Fickenworth Lane, Leeper, PA 15233**, located in **Farmington Township, Clarion County**, to **Licking Creek (CWF)** in Watershed(s) **17-B** in accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts A, B and C hereof.

THIS PERMIT SHALL BECOME EFFECTIVE ON MAY 1, 2023

THIS PERMIT SHALL EXPIRE AT MIDNIGHT ON APRIL 30, 2028

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

1. If there is a conflict between the application, its supporting documents and/or amendments and the terms and conditions of this permit, the terms and conditions shall apply.

2. Failure to comply with the terms, conditions or effluent limitations of this permit is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application. (40 CFR 122.41(a))

3. A complete application for renewal of this permit, or notice of intent to cease discharging by the expiration date, must be submitted to DEP at least 180 days prior to the above expiration date (unless permission has been granted by DEP for submission at a later date), using the appropriate NPDES permit application form. (40 CFR 122.41(b), 122.21(d))

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

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

DATE PERMIT ISSUED April 27, 2023 **ISSUED BY** Justin C. Dickey

Justin C. Dickey, P.E.
Environmental Program Manager
Northwest Regional Office

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

I. A. For Outfall 001 , **Latitude** 41º 22' 58.00" , **Longitude** 79º 20' 6.86" , **River Mile Index** 7.0 , **Stream Code** 49465

Receiving Waters: Licking Creek (CWF)

Type of Effluent: Sewage Effluent

1. The permittee is authorized to discharge during the period from **Permit Effective Date** through **Permit Expiration Date**.

2. Based on the anticipated wastewater characteristics and flows described in the permit application and its supporting documents and/or amendments, the following effluent limitations and monitoring requirements apply (see also Additional Requirements and Footnotes).

Parameter	Effluent Limitations						Monitoring Requirements	
	Mass Units (lbs/day) (1)		Concentrations (mg/L)				Minimum (2) Measurement Frequency	Required Sample Type
	Average Monthly	Weekly Average	Minimum	Average Monthly	Weekly Average	Instant. Maximum		
Flow (MGD)	Report	Report	XXX	XXX	XXX	XXX	Continuous	Measured
pH (S.U.)	XXX	XXX	6.0 Daily Min	XXX	9.0 Daily Max	XXX	5/week	Grab
Dissolved Oxygen	XXX	XXX	4.0 Daily Min	XXX	XXX	XXX	5/week	Grab
Total Residual Chlorine (TRC)	XXX	XXX	XXX	0.5	XXX	1.6	5/week	Grab
Carbonaceous Biochemical Oxygen Demand (CBOD5)	21	33	XXX	25	40	50	1/week	24-Hr Composite
Biochemical Oxygen Demand (BOD5) Raw Sewage Influent	Report	Report Daily Max	XXX	Report	XXX	XXX	1/week	Grab
Total Suspended Solids	25	38	XXX	30	45	60	1/week	24-Hr Composite
Total Suspended Solids Raw Sewage Influent	Report	Report Daily Max	XXX	Report	XXX	XXX	1/week	Grab
Fecal Coliform (No./100 ml) Oct 1 - Apr 30	XXX	XXX	XXX	2000 Geo Mean	XXX	10000	2/month	Grab
Fecal Coliform (No./100 ml) May 1 - Sep 30	XXX	XXX	XXX	200 Geo Mean	XXX	1000	2/month	Grab
E. Coli (No./100 ml)	XXX	XXX	XXX	XXX	XXX	Report	1/quarter	Grab

Outfall 001 , Continued (from Permit Effective Date through Permit Expiration Date)

Parameter	Effluent Limitations						Monitoring Requirements	
	Mass Units (lbs/day) (1)		Concentrations (mg/L)				Minimum (2) Measurement Frequency	Required Sample Type
	Average Monthly	Weekly Average	Minimum	Average Monthly	Weekly Average	Instant. Maximum		
Total Nitrogen	Report Avg Qrtly	XXX	XXX	Report Avg Qrtly	XXX	XXX	1/quarter	24-Hr Composite
Ammonia-Nitrogen	Report	XXX	XXX	Report	XXX	XXX	2/month	24-Hr Composite
Total Phosphorus	Report Avg Qrtly	XXX	XXX	Report Avg Qrtly	XXX	XXX	1/quarter	24-Hr Composite

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

at Outfall 001 (after disinfection)

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

Additional Requirements

1. The permittee may not discharge:

   a. Floating solids, scum, sheen or substances that result in observed deposits in the receiving water. (25 Pa Code § 92a.41(c))

   b. Oil and grease in amounts that cause a film or sheen upon or discoloration of the waters of this Commonwealth or adjoining shoreline, or that exceed 15 mg/l as a daily average or 30 mg/l at any time (or lesser amounts if specified in this permit). (25 Pa. Code § 92a.47(a)(7), § 95.2(2))

   c. Substances in concentration or amounts sufficient to be inimical or harmful to the water uses to be protected or to human, animal, plant or aquatic life. (25 Pa Code § 93.6(a))

   d. Foam or substances that produce an observed change in the color, taste, odor or turbidity of the receiving water, unless those conditions are otherwise controlled through effluent limitations or other requirements in this permit. For the purpose of determining compliance with this condition, DEP will compare conditions in the receiving water upstream of the discharge to conditions in the receiving water approximately 100 feet downstream of the discharge to determine if there is an observable change in the receiving water. (25 Pa Code § 92a.41(c))

2. The monthly average percent removal of BOD_5 or $CBOD_5$ and TSS must be at least 85% for POTW facilities on a concentration basis except where 25 Pa. Code 92a.47(g) and (h) are applicable to facilities with combined sewer overflows (CSOs) or as otherwise specified in this permit. (25 Pa. Code § 92a.47(a)(3))

3. If the permit requires the reporting of average weekly statistical results, the maximum weekly average concentration and maximum weekly average mass loading shall be reported, regardless of whether the results are obtained for the same or different weeks.

4. The permittee shall monitor the sewage effluent discharge(s) for the effluent parameters identified in the Part A limitations table(s) during all bypass events at the facility, using the sample types that are specified in the limitations table(s). Where the required sample type is “composite”, the permittee must commence sample collection within one hour of the start of the bypass, wherever possible. The results shall be reported on the Daily Effluent Monitoring supplemental form (3800-FM-BCW0435) and be incorporated into the calculations used to report self-monitoring data on Discharge Monitoring Reports (DMRs).

Footnotes

(1) When sampling to determine compliance with mass effluent limitations, the discharge flow at the time of sampling must be measured and recorded.

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

Supplemental Information

(1) The hydraulic design capacity of 0.1 million gallons per day for the treatment facility is used to prepare the annual Municipal Wasteload Management Report to help determine whether a "hydraulic overload" situation exists, as defined in Title 25 Pa. Code Chapter 94.

(2) The effluent limitations for Outfall 001 were determined using an effluent discharge rate of 0.1 MGD.

(3) The organic design capacity of 220 lbs BOD_5 per day for the treatment facility is used to prepare the annual Municipal Wasteload Management Report to determine whether an “organic overload” condition exists, as defined in 25 Pa. Code Chapter 94.

(4) Total Nitrogen is the sum of Total Kjeldahl-N (TKN) plus Nitrite-Nitrate as N (NO_2+NO_3-N), where TKN and NO_2+NO_3-N are measured in the same sample.

II. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. SELF-MONITORING, REPORTING AND RECORDKEEPING

A. Representative Sampling

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

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

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

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

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

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

4. Test Procedures

   a. Facilities that test or analyze environmental samples used to demonstrate compliance with this permit shall be in compliance with laboratory accreditation requirements of Act 90 of 2002 (27 Pa. C.S. §§ 4101-4113) and 25 Pa. Code Chapter 252, relating to environmental laboratory accreditation.

   b. Test procedures (methods) for the analysis of pollutants or pollutant parameters shall be those approved under 40 CFR Part 136 or required under 40 CFR Chapter I, Subchapters N or O, unless the method is specified in this permit or has been otherwise approved in writing by DEP. (40 CFR 122.41(j)(4), 122.44(i)(1)(iv))

   c. Test procedures (methods) for the analysis of pollutants or pollutant parameters shall be sufficiently sensitive. A method is sufficiently sensitive when 1) the method minimum level is at or below the level of the effluent limit established in the permit for the measured pollutant or pollutant parameter; or 2) the method has the lowest minimum level of the analytical methods approved under 40 CFR Part 136 or required under 40 CFR Chapter I, Subchapters N or O, for the measured pollutant or pollutant parameter; or 3) the method is specified in this permit or has been otherwise approved in writing by DEP for the measured pollutant or pollutant parameter. Permittees have the option of providing matrix or sample-specific minimum levels rather than the published levels. (40 CFR 122.44(i)(1)(iv))

5. Quality/Assurance/Control

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

a. The permittee, or its designated laboratory, shall participate in the periodic scheduled quality assurance inspections conducted by DEP and EPA. (40 CFR 122.41(e), 122.41(i)(3))

b. The permittee, or its designated laboratory, shall develop and implement a program to assure the quality and accurateness of the analyses performed to satisfy the requirements of this permit, in accordance with 40 CFR Part 136. (40 CFR 122.41(j)(4))

B. Reporting of Monitoring Results

1. The permittee shall effectively monitor the operation and efficiency of all wastewater treatment and control facilities, and the quantity and quality of the discharge(s) as specified in this permit. (25 Pa. Code §§ 92a.3(c), 92a.41(a), 92a.44, 92a.61(i) and 40 CFR §§ 122.41(e), 122.44(i)(1))

2. The permittee shall use DEP's electronic Discharge Monitoring Report (eDMR) system to report the results of compliance monitoring under this permit (see www.dep.pa.gov/edmr). Permittees that are not using the eDMR system as of the effective date of this permit shall submit the necessary registration and trading partner agreement forms to DEP's Bureau of Clean Water (BCW) within 30 days of the effective date of this permit and begin using the eDMR system when notified by DEP BCW to do so. (25 Pa. Code §§ 92a.3(c), 92a.41(a), 92a.61(g) and 40 CFR § 122.41(l)(4))

3. Submission of a physical (paper) copy of a Discharge Monitoring Report (DMR) is acceptable under the following circumstances:

   a. For a permittee that is not yet using the eDMR system, the permittee shall submit a physical copy of a DMR to the DEP regional office that issued the permit during the interim period between the submission of registration and trading partner agreement forms to DEP and DEP's notification to begin using the eDMR system.

   b. For any permittee, as a contingency a physical DMR may be mailed to the DEP regional office that issued the permit if there are technological malfunction(s) that prevent the successful submission of a DMR through the eDMR system. In such situations, the permittee shall submit the DMR through the eDMR system within 5 days following remedy of the malfunction(s).

4. DMRs must be completed in accordance with DEP's published DMR instructions (3800-FM-BCW0463). DMRs must be received by DEP no later than 28 days following the end of the monitoring period. DMRs are based on calendar reporting periods and must be received by DEP in accordance with the following schedule:

   - Monthly DMRs must be received within 28 days following the end of each calendar month.
   - Quarterly DMRs must be received within 28 days following the end of each calendar quarter, i.e., January 28, April 28, July 28, and October 28.
   - Semiannual DMRs must be received within 28 days following the end of each calendar semiannual period, i.e., January 28 and July 28.
   - Annual DMRs must be received by January 28, unless Part C of this permit requires otherwise.

5. The permittee shall complete all Supplemental Reporting forms (Supplemental DMRs) attached to this permit, or an approved equivalent, and submit the signed, completed forms as attachments to the DMR, through DEP's eDMR system. DEP's Supplemental Laboratory Accreditation Form (3800-FM-BCW0189) must be completed and submitted to DEP with the first DMR following issuance of this permit, and anytime thereafter when changes to laboratories or methods occur. (25 Pa. Code §§ 92a.3(c), 92a.41(a), 92a.61(g) and 40 CFR § 122.41(l)(4))

6. The completed DMR Form shall be signed and certified by either of the following applicable persons, as defined in 25 Pa. Code § 92a.22:

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

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

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

C. Reporting and Notification Requirements

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

   Notice is required when:

   a. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in 40 CFR 122.29(b). (40 CFR 122.41(l)(1)(i))

   b. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are not subject to effluent limitations in this permit. (40 CFR 122.41(l)(1)(ii))

   c. The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan. (40 CFR 122.41(l)(1)(iii))

   d. The planned change may result in noncompliance with permit requirements. (40 CFR 122.41(l)(2))

2. Planned Changes to Waste Stream – Under the authority of 25 Pa. Code § 92a.24(a) and 40 CFR 122.42(b), the permittee shall provide notice to DEP and EPA as soon as possible but no later than 45 days prior to any planned changes in the volume or pollutant concentration of its influent waste stream as a result of indirect discharges or hauled-in wastes, as specified in paragraphs 2.a. and 2.b., below. Notice shall be provided on the “Planned Changes to Waste Stream” Supplemental Report (3800-FM-BCW0482), available on DEP’s website. The permittee shall provide information on the quality and quantity of waste introduced into the POTW, and any anticipated impact of the change on the quantity or quality of effluent to be discharged from the POTW (40 CFR 122.42(b)(3)). The Report shall be sent via Certified Mail or other means to confirm DEP’s receipt of the notification. DEP will determine if the submission of a new application and receipt of a new or amended permit is required.

   a. Introduction of New Pollutants (25 Pa. Code § 92a.24(a), 40 CFR 122.42(b)(1))

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

(i) Any pollutants that were not detected in the facilities' influent waste stream as reported in the permit application; and have not been approved to be included in the permittee's influent waste stream by DEP in writing.

(ii) Any new introduction of pollutants into the POTW from an indirect discharger which would be subject to Sections 301 or 306 of the Clean Water Act if it were directly discharging those pollutants (40 CFR 122.42(b)(1)).

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

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

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

(i) Were detected in the facilities' influent waste stream as reported in the permittee's permit application; or have been previously approved to be included in the permittee's influent waste stream by DEP in writing.

(ii) Have an effluent limitation or monitoring requirement in this permit.

The permittee shall provide notification of the introduction of increased influent loading (lbs/day) of approved pollutants in accordance with paragraph 2 above when (1) the cumulative increase in influent loading (lbs/day) exceeds 20% of the maximum loading reported in the permit application, or a loading previously approved by DEP and/or EPA, or (2) may cause an exceedance in the effluent of Effluent Limitation Guidelines (ELGs) or limitations in Part A of this permit, or (3) may cause interference or pass through at the POTW (as defined at 40 CFR 403.3), or (4) may cause exceedances of the applicable water quality standards in the receiving stream. Unless specified otherwise in this permit, if DEP does not respond to the notification within 30 days of its receipt, the permittee may proceed with the increase in loading. The acceptance of increased loading of approved pollutants may not result in an exceedance of ELGs or effluent limitations, may not result in a hydraulic or organic overload condition as defined in 25 Pa. Code § 94.1, and may not cause exceedances of the applicable water quality standards in the receiving stream.

3. Reporting Requirements for Hauled-In Wastes

a. Receipt of Residual Waste

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

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

(1) The dates that residual wastes were received.

(2) The volume (gallons) of wastes received.

(3) The license plate number of the vehicle transporting the waste to the treatment facility.

(4) The permit number(s) of the well(s) where residual wastes were generated, if applicable.

(5) The name and address of the generator of the residual wastes.

(6) The type of wastewater.

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

(ii) In accordance with 40 CFR Part 435, Subpart C, the permittee shall not accept wastewater pollutants associated with production, field exploration, drilling, well completion, or well treatment for unconventional oil and gas extraction (including, but not limited to, drilling muds, drill cuttings, produced sand, produced water). Unconventional oil and gas means crude oil and natural gas produced by a well drilled into a shale and/or tight formation (including, but not limited to, shale gas, shale oil, tight gas, and tight oil). This prohibition does not apply to wastewater generated from stripper wells as defined at 40 CFR Part 435, Subpart F.

(iii) If the generator is required to complete a chemical analysis of residual wastes in accordance with 25 Pa. Code § 287.51, the permittee must receive and maintain on file a chemical analysis of the residual wastes it receives. The chemical analysis must conform to the Bureau of Waste Management's Form 26R. Each load of residual waste received must be covered by a chemical analysis if the generator is required to complete it.

b. Receipt of Municipal Waste

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

The following information is required by the Supplemental Report:

(1) The dates that municipal wastes were received.

(2) The volume (gallons) of wastes received.

(3) The BOD_5 concentration (mg/l) and load (lbs) for the wastes received.

(4) The location(s) where wastes were disposed of within the treatment facility.

(ii) Sampling and analysis of hauled-in municipal wastes must be completed to characterize the organic strength of the wastes, unless composite sampling of influent wastewater is performed at a location downstream of the point of entry for the wastes. The influent BOD_5 characterization for the treatment facility, as reported in the annual Municipal Wasteload Management Report per 25 Pa. Code Chapter 94, must be representative of the hauled-in municipal wastes received.

4. Unanticipated Noncompliance or Potential Pollution Reporting

a. Immediate Reporting - The permittee shall immediately report any incident causing or threatening pollution in accordance with the requirements of 25 Pa. Code §§ 91.33 and 92a.41(b).

(i) If, because of an accident, other activity or incident a toxic substance or another substance which would endanger users downstream from the discharge, or would otherwise result in pollution or create a danger of pollution or would damage property, the permittee shall immediately notify DEP by telephone of the location and nature of the danger. Oral notification to the Department is required as soon as possible, but no later than 4 hours after the permittee becomes aware of the incident causing or threatening pollution.

(ii) If reasonably possible to do so, the permittee shall immediately notify downstream users of the waters of the Commonwealth to which the substance was discharged. Such notice shall include the location and nature of the danger.

(iii) The permittee shall immediately take or cause to be taken steps necessary to prevent injury to property and downstream users of the waters from pollution or a danger of pollution and, in addition, within 15 days from the incident, shall remove the residual substances contained thereon or therein from the ground and from the affected waters of this Commonwealth to the extent required by applicable law.

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

(i) 24 Hour Reporting - The permittee shall orally report any noncompliance with this permit which may endanger health or the environment within 24 hours from the time the permittee becomes aware of the circumstances. The following shall be included as information which must be reported within 24 hours under this paragraph (40 CFR 122.41(l)(6)(ii)):

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

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

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

(ii) Written Report - A written submission shall also be provided within 5 days of the time the permittee becomes aware of any noncompliance which may endanger health or the environment. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

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

5. Other Noncompliance

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

D. Annual Fee (25 Pa. Code § 92a.62)

Permittees shall pay an annual fee in accordance with 25 Pa. Code § 92a.62. As of the effective date of this permit, the facility covered by the permit is classified in the **Minor Sewage Facility >=0.05 and <1 MGD** fee category, which has an annual fee of **$1,000.**

Invoices for annual fees will be mailed to permittees approximately three months prior to the due date. In the event that an invoice is not received, the permittee is nonetheless responsible for payment. Permittees may contact the DEP at 717-787-6744 with questions related to annual fees. The fee identified above is subject to change if DEP publishes changes to 25 Pa. Code § 92a.62.

Payment for annual fees shall be remitted to DEP at the address below or through DEP's electronic payment system (www.depgreenport.state.pa.us/NPDESpay) by the due date specified on the invoice. Checks, if used for payment, should be made payable to the Commonwealth of Pennsylvania.

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

PART B

I. MANAGEMENT REQUIREMENTS

A. Compliance

1. The permittee shall comply with all conditions of this permit. If a compliance schedule has been established in this permit, the permittee shall achieve compliance with the terms and conditions of this permit within the time frames specified in this permit. (40 CFR 122.41(a)(1))

2. The permittee shall submit reports of compliance or noncompliance, or progress reports as applicable, for any interim and final requirements contained in this permit. Such reports shall be submitted no later than 14 days following the applicable schedule date or compliance deadline. (25 Pa. Code § 92a.51(c), 40 CFR 122.47(a)(4))

B. Permit Modification, Termination, or Revocation and Reissuance

1. This permit may be modified, terminated, or revoked and reissued during its term in accordance with 25 Pa. Code § 92a.72 and 40 CFR 122.41(f).

2. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition. (40 CFR 122.41(f))

3. In the absence of DEP action to modify or revoke and reissue this permit, the permittee shall comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time specified in the regulations that establish those standards or prohibitions. (40 CFR 122.41(a)(1))

C. Duty to Provide Information

1. The permittee shall furnish to DEP, within a reasonable time, any information which DEP may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. (40 CFR 122.41(h))

2. The permittee shall furnish to DEP, upon request, copies of records required to be kept by this permit. (40 CFR 122.41(h))

3. Other Information - Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to DEP, it shall promptly submit the correct and complete facts or information. (40 CFR 122.41(l)(8))

4. The permittee shall provide the following information in the annual Municipal Wasteload Management Report, required under the provisions of Title 25 Pa. Code Chapter 94:

   a. The requirements identified in 25 Pa. Code § 94.12.

   b. The identity of any indirect discharger(s) served by the POTW which are subject to pretreatment standards adopted under Section 307(b) of the Clean Water Act; the POTW shall also specify the total volume of discharge and estimated concentration of each pollutant discharged into the POTW by the indirect discharger.

   c. A “Solids Management Inventory” if specified in Part C of this permit.

   d. The total volume of hauled-in residual and municipal wastes received during the year, by source.

   e. The Annual Report requirements for permittees required to implement an industrial pretreatment program listed in Part C, as applicable.

D. General Pretreatment Requirements

1. Any POTW (or combination of POTWs operated by the same authority) with a total design flow greater than 5 million gallons per day (MGD) and receiving from industrial users pollutants which pass through or interfere with the operation of the POTW or are otherwise subject to Pretreatment Standards will be required to establish a POTW Pretreatment Program unless specifically exempted by the Approval Authority. A POTW with a design flow of 5 MGD or less may be required to develop a POTW Pretreatment Program if the Approval Authority finds that the nature or volume of the industrial influent, treatment process upsets, violations of effluent limitations, contamination of sludge, or other circumstances warrant in order to prevent interference or pass through. (40 CFR 403.8)

2. Each POTW with an approved Pretreatment Program pursuant to 40 CFR 403.8 shall develop and enforce specific limits to implement the prohibitions listed in 40 CFR 403.5(a)(1) and (b), and shall continue to develop these limits as necessary and effectively enforce such limits. This condition applies, for example, when there are planned changes to the waste stream as identified in Part A III.C.2. If the permittee is required to develop or continue implementation of a Pretreatment Program, detailed requirements will be contained in Part C of this permit.

3. For all POTWs, where pollutants contributed by indirect dischargers result in interference or pass through, and a violation is likely to recur, the permittee shall develop and enforce specific limits for indirect dischargers and other users, as appropriate, that together with appropriate facility or operational changes, are necessary to ensure renewed or continued compliance with this permit or sludge use or disposal practices. Where POTWs do not have an approved Pretreatment Program, the permittee shall submit a copy of such limits to DEP when developed. (25 Pa. Code § 92a.47(d))

E. Proper Operation and Maintenance

1. The permittee shall employ operators certified in compliance with the Water and Wastewater Systems Operators Certification Act (63 P.S. §§ 1001-1015.1).

2. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance includes, but is not limited to, adequate laboratory controls including appropriate quality assurance procedures. This provision also includes the operation of backup or auxiliary facilities or similar systems that are installed by the permittee, only when necessary to achieve compliance with the terms and conditions of this permit. (40 CFR 122.41(e))

F. Duty to Mitigate

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

G. Bypassing

1. Bypassing Not Exceeding Permit Limitations - The permittee may allow a bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions in paragraphs two, three and four of this section. (40 CFR 122.41(m)(2))

2. Other Bypassing - In all other situations, bypassing is prohibited and DEP may take enforcement action against the permittee for bypass unless:

   a. A bypass is unavoidable to prevent loss of life, personal injury or "severe property damage." (40 CFR 122.41(m)(4)(i)(A))

   b. There are no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This

condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance. (40 CFR 122.41(m)(4)(i)(B))

c. The permittee submitted the necessary notice required in paragraph G.4 below. (40 CFR 122.41(m)(4)(i)(C))

3. DEP may approve an anticipated bypass, after considering its adverse effects, if DEP determines that it will meet the conditions listed in paragraph G.2 above. (40 CFR 122.41(m)(4)(ii))

4. Notice

a. Anticipated Bypass – If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible, at least 10 days before the bypass. (40 CFR 122.41(m)(3)(i))

b. Unanticipated Bypass – The permittee shall submit oral notice of any other unanticipated bypass within 24 hours, regardless of whether the bypass may endanger health or the environment or whether the bypass exceeds effluent limitations. The notice shall be in accordance with Part A III.C.4.b.

H. Sanitary Sewer Overflows (SSOs)

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

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

1. Notice of Termination (NOT) – If the permittee plans to cease operations or will otherwise no longer require coverage under this permit, the permittee shall submit DEP's NPDES Notice of Termination (NOT) for Permits Issued Under Chapter 92a (3800-BCW-0410), signed in accordance with Part A III.B.6 of this permit, at least 30 days prior to cessation of operations or the date by which coverage is no longer required.

2. Where the permittee plans to cease operations, NOTs must be accompanied with an operation closure plan that identifies how tankage and equipment will be decommissioned and how pollutants will be managed.

3. The permittee shall submit the NOT to the DEP regional office with jurisdiction over the county in which the operation is located.

II. PENALTIES AND LIABILITY

A. Violations of Permit Conditions

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

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

B. Falsifying Information

Any person who does any of the following:

- Falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit, or

- Knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit (including monitoring reports or reports of compliance or noncompliance)

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

C. Liability

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

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

D. Need to Halt or Reduce Activity Not a Defense

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

III. OTHER RESPONSIBILITIES

A. Right of Entry

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

1. To enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit; (40 CFR 122.41(i)(1))

2. To have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit; (40 CFR 122.41(i)(2))

3. To inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required under this permit; and (40 CFR 122.41(i)(3))

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

B. Transfer of Permits

1. Transfers by modification. Except as provided in paragraph 2 of this section, a permit may be transferred by the permittee to a new owner or operator only if this permit has been modified or revoked and reissued, or a minor modification made to identify the new permittee and incorporate such other requirements as may be necessary under the Clean Water Act. (40 CFR 122.61(a))

2. Automatic transfers. As an alternative to transfers under paragraph 1 of this section, any NPDES permit may be automatically transferred to a new permittee if:

   a. The current permittee notifies DEP at least 30 days in advance of the proposed transfer date in paragraph 2.b. of this section; (40 CFR 122.61(b)(1))

b. The notice includes the appropriate DEP transfer form signed by the existing and new permittees containing a specific date for transfer of permit responsibility, coverage and liability between them; and (40 CFR 122.61(b)(2))

c. DEP does not notify the existing permittee and the proposed new permittee of its intent to modify or revoke and reissue this permit, the transfer is effective on the date specified in the agreement mentioned in paragraph 2.b. of this section. (40 CFR 122.61(b)(3))

d. The new permittee is in compliance with existing DEP issued permits, regulations, orders and schedules of compliance, or has demonstrated that any noncompliance with the existing permits has been resolved by an appropriate compliance action or by the terms and conditions of the permit (including compliance schedules set forth in the permit), consistent with 25 Pa. Code § 92a.51 (relating to schedules of compliance) and other appropriate Department regulations. (25 Pa. Code § 92a.71)

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

C. Property Rights

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

D. Duty to Reapply

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

E. Other Laws

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

PART C

I. OTHER REQUIREMENTS

A. No storm water from pavements, area ways, roofs, foundation drains or other sources shall be directly admitted to the sanitary sewers associated with the herein approved discharge.

B. The approval herein given is specifically made contingent upon the permittee acquiring all necessary property rights by easement or otherwise, providing for the satisfactory construction, operation, maintenance or replacement of all sewers or sewerage structures associated with the herein approved discharge in, along, or across private property, with full rights of ingress, egress and regress.

C. Collected screenings, slurries, sludges, and other solids shall be handled and disposed of in compliance with 25 Pa. Code, Chapters 271, 273, 275, 283, and 285 (related to permits and requirements for landfilling, land application, incineration, and storage of sewage sludge), Federal Regulation 40 CFR 257, Pennsylvania Clean Streams Law, Pennsylvania Solid Waste Management Act of 1980, and the Federal Clean Water Act and its amendments. The permittee is responsible to obtain or assure that contracted agents have all necessary permits and approvals for the handling, storage, transport, and disposal of solid waste materials generated as a result of wastewater treatment.

D. The permittee shall optimize chlorine dosages used for disinfection or other purposes to minimize the concentration of Total Residual Chlorine (TRC) in the effluent, meet applicable effluent limitations, and reduce the possibility of adversely affecting the receiving waters. Optimization efforts may include an evaluation of wastewater characteristics, mixing characteristics, and contact times, adjustments to process controls, and maintenance of the disinfection facilities. If DEP determines that effluent TRC is causing adverse water quality impacts, DEP may reopen this permit to apply new or more stringent effluent limitations and/or require implementation of control measures or operational practices to eliminate such impacts.

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

II. SOLIDS MANAGEMENT

A. The permittee shall manage and properly dispose of sewage sludge and/or biosolids by performing sludge wasting that maintains an appropriate mass balance of solids within the treatment system. The wasting rate must be developed and implemented considering the specific treatment process type, system loadings, and seasonal variation while maintaining compliance with effluent limitations. Holding excess sludge within clarifiers or in the disinfection process is not permissible.

B. The permittee shall submit the Supplemental Reports entitled, "Supplemental Report – Sewage Sludge/Biosolids Production and Disposal" (Form No. 3800-FM-BCW0438) and "Supplemental Report – Influent & Process Control" (Form No. 3800-FM-BCW0436), as attachments to the DMR on a monthly basis. When applicable, the permittee shall submit the Supplemental Reports entitled, "Supplemental Report – Hauled In Municipal Wastes" (Form No. 3800-FM-BCW0437) and "Supplemental Report – Hauled In Residual Wastes" (Form No. 3800-FM-BCW0450), as attachments to the DMR.

C. By March 31 of each year, the permittee shall submit a "Sewage Sludge Management Inventory" that summarizes the amount of sewage sludge and/or biosolids produced and wasted during the calendar year from the system. The "Sewage Sludge Management Inventory" may be submitted with the Municipal Wasteload Management Report required by Chapter 94. This summary shall include the expected sewage sludge production (estimated using the methodology described in the U.S. EPA handbook, "Improving POTW Performance Using the Composite Correction Approach" (EPA-625/6-84-008)), compared with the actual amount disposed during the year. Sludge quantities shall be expressed as dry weight in addition to gallons or other appropriate units.

Pennsylvania Department of Environmental Protection

230 Chestnut Street
Meadville, PA 16335-3481

September 1, 2005

Northwest Regional Office

814-332-6899
Fax: 814-332-6117

Mr. Gene Fredericks
Chairman
Farmington Township
P.O. Box 148
Leeper, PA 16233

RECEIVED
05 SEP 15
KNOX DISTRICT OFFICE

Re: Public Water Supply Operation Permit No. 1602502
Farmington Township, Clarion County
APS ID No. 461262
Authorization ID No. 598614
Farmington Township, Clarion County

Dear Public Water Supplier:

We are pleased to enclose Water Supply Permit No. 1602502 for the operation of Farmington Township finished water distribution facilities. This permit is issued in response to operation inspections conducted by Department of Environmental Protection personnel on July 27, 2005 and August 29, 2005.

Any person aggrieved by this action may appeal, 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, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, P.O. Box 8457, Harrisburg, PA 17105-8457, 717-787-3483. TDD users may contact the Board through the Pennsylvania Relay Service, 800-654-5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action unless the appropriate statute provides a different time period. Copies of the appeal form and the Board's rules of practice and procedure may be obtained from the Board. The appeal form and the Board's rules of practice and procedure are also available in braille or on audiotape from the Secretary to the Board at 717-787-3483. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.

IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD (717-787-3483) FOR MORE INFORMATION.

If you have any questions concerning this matter, please contact Lucy Moussa at the above telephone number or address.

Sincerely,

Brad E. Vanderhoof, P.E.
Regional Manager
Water Supply Management

cc: Harold Bloomgren, P.E.
L. Moussa
Sandy Lutz through Supervisor
File

BEV:LHM:lsl

3800-PM-WSWM0043 Rev. 6/2004

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

PUBLIC WATER SUPPLY PERMIT

NO. 1602502

A. PERMITTEE: (Name and Address)
Farmington Township
P.O. Box 148
Leeper, PA 16233

B. PROJECT/PLANT LOCATION
Municipality Farmington Township
County Clarion

C. THIS PERMIT APPROVES FOR: 1. ☐ CONSTRUCTION 2. ☒ OPERATION OF FACILITIES
AS INDICATED BELOW:
Approved Under Construction Permit No. 1602502

Source	Facilities		BVRB
☐ Well(s)	☐ Impoundment	☐ General Corrosion Control	☐ Bottled Water System
☐ Spring(s)	☐ Settling	☐ Corrosion Control for lead/copper	☐ Bulk Water Hauling System
☐ Surface Water	☐ Filtration	☒ Disinfection	☐ Vended Water System
☒ Finished Water	☐ Iron and Manganese Treatment	☐ Pump Station(s)	☐ Retail Water Facility
	☐ Softening	☐ Transmission Lines	
	☐ Fluoridation	☒ Finished Water Storage	
	☒ Distribution Facility	☐ Other	

KNOWN AS

LIMIT OF AUTHORIZATION

YOU ARE HEREBY AUTHORIZED TO CONSTRUCT OR OPERATE, AS INDICATED ABOVE, PROVIDED THAT FAILURE TO COMPLY WITH CHAPTER 109, OF THE RULES AND REGULATIONS OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OR THE TERMS OR CONDITIONS OF THIS PERMIT SHALL VOID THE AUTHORITY GIVEN TO THE PERMITTEE BY THE ISSUANCE OF THE PERMIT.

THE PLANS, SPECIFICATIONS, REPORTS AND SUPPORTING DOCUMENTS SUBMITTED AS PART OF THE PERMIT APPLICATION BECOME PART OF THE PERMIT.

NO DEVIATIONS FROM APPROVED PLANS OR SPECIFICATIONS AFFECTING THE TREATMENT PROCESS OR QUALITY OF WATERS SHALL BE MADE WITHOUT WRITTEN APPROVAL FROM THE DEPARTMENT.

THIS PERMIT IS ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION UNDER THE AUTHORITY OF THE PENNSYLVANIA SAFE DRINKING WATER ACT, THE ACT OF MAY 1, 1984 (P.L. 206, NO. 43). OPERATION SHALL COMPLY WITH THE PROVISIONS OF CHAPTER 109 ADOPTED UNDER THE AUTHORITY IN SECTIONS 4 AND 6(e) OF THE PENNSYLVANIA SAFE DRINKING WATER ACT.

THIS PERMIT IS SUBJECT TO THE ATTACHED SPECIAL CONDITIONS None.

PERMIT ISSUED

Date SEPTEMBER 1, 2005

DEPARTMENT OF ENVIRONMENTAL PROTECTION

By _____
Brad E. Vanderhoof, P.E.
Regional Manager
Water Supply Management

Title

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
WATER SUPPLY MANAGEMENT

For Department Use Only

INTERNAL REVIEW AND RECOMMENDATIONS

NAME OF APPLICANT: Farmington Township | PROJECT LOCATION: Farmington Township, Clarion County | APPLICATION NUMBER: 1602502

BRIEF DESCRIPTION OF PROJECT AND DISCUSSION (Use additional sheets if necessary)

The Department received the Construction Completion Certificate and bacteriological test from the Township project consultant on July 19, 2005. During the first preoperational inspection, which was conducted on July 27, 2005 by Sandra Lutz and Lucy Moussa, some problems were revealed that prevented the Department from issuing the operation permit. Notice to correct these problems was given to the Township and the consultant. A second inspection conducted on August 29, 2005 by Lucy Moussa found the system to be satisfactory and ready to operate.

It should be noted that the second chlorine analyzer is installed in the Ammonia feeding room and will be used to control the amount of Ammonia dosage that should be proportionally fed in the system. The chlorine analyzer in the gas chlorine room will read the residual of the main connecting line from PA-American.

Service lines will be installed to serve 916 residential populations within Farmington Township and North Clarion High School. PENNVEST funded the interconnection with PA-American Water Company – Clarion District portion along Route 66, which includes main transmission line to Knox / Farmington townships border line at Whitney Lane and a booster pump station. RUS grant was awarded to Farmington Township for this project, which includes interconnection with PA-American main transmission line, distribution system, 36 fire hydrants, finished water storage tank, chemical feeding facilities and appurtenances.

Farmington Township is a consecutive water supply system to PA- American Water Company – Clarion District. Gary Clark will serve as a Farmington Township Water operator. His e-FACT client number is 195841.

CURRENT ESTIMATE OF COMPLETION DATE OF PROJECT

RECOMMENDATION AND ACTION

Approve	Return	Refuse	Signature	Date
✓			LUCY MOUSSA REVIEWING ENGINEER	9/1/05
✓			ANTHONY TALAK, JR., P.E. CHIEF OF TECHNICAL SERVICES	9/1/05
✓			BRAD E. VANDERHOOF, P.E. REGIONAL MANAGER	9/2/05

PERMIT CONDITIONS:

1. STANDARD --

2. SPECIAL (Use additional sheets if necessary) --

3800-FM-WSWM0062 8/2004

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

CLIENT [illegible]
SITE 664776
APS 461262
AUTH 598614

CERTIFICATE OF CONSTRUCTION/MODIFICATION COMPLETION

Permittee: Farmington Township

Address: P.O. Box 178, Leeper PA 16233

Municipality: Farmington Township County: Clarion

Date: June 30, 2005

Certification

I hereby certify that:

- The public drinking water facilities approved under Construction Permit No. 1602502, issued on March 28, 2003, have been completed in accordance with the plans and specifications approved by DEP. **
- Adequate operation and maintenance information for the new or modified facilities is available on-site for use by the public water system's personnel.
- Certified operator, Yet to be decided, Certificate No. _____, who has the proper certification as required by Title 25 Pa. Code Chapter 109, Section 109.704, has been retained to operate the public water supply system.

Herman J. Rossi
(Signature of Supervising Professional Engineer or Permittee's Authorized Representative)

Name: Herman J. Rossi
(Please Print or Type)

Title: Professional Engineer

Firm or Agency: Northwest Engineering, Inc.

JUL 19 2005

Address: P.O. Box Q, Tidioute PA 16351

Telephone Number: 814-484-3504

This certification must be completed and returned to the Technical Services Section of the Water Supply Management Program within the DEP regional office that issued the public water supply permit.

** Exceptions: Telemetry is installed, however, phone connections must be made.

Pennsylvania Department of Environmental Protection

230 Chestnut Street
Meadville, PA 16335-3481

September 3, 2009

Northwest Regional Office

814-332-6899
Fax: 814-332-6121

Mr. Gene Frederick
Chairman
Farmington Township
P.O. Box 148
32691 Route 66
Leeper, PA 16233

Re: Public Water Supply Operation Permit No. 1602502-MA1
Farmington Township, Clarion County
APS ID No. 461262
Authorization ID No. 802683
Farmington Township, Clarion County

Dear Public Water Supplier:

We are pleased to enclose Water Supply Permit No. 1602502-MA1 for the operation of the operation of the Farmington Township 122,000-gallon water storage tank.

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. §7514, and the Administrative Agency Law, 2 Pa.C.S.A. Chapter 5A, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, P.O. Box 8457, Harrisburg, PA 17105-8457, 717-787-3483. TDD users may contact the Board through the Pennsylvania Relay Service, 800-654-5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action unless the appropriate statute provides a different time period. Copies of the appeal form and the Board's rules of practice and procedure may be obtained from the Board. The appeal form and the Board's rules of practice and procedure are also available in braille or on audiotape from the Secretary to the Board at 717-787-3483. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.

IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD 717-787-3483 FOR MORE INFORMATION.

If you have any questions concerning this matter, please contact Lucy H. Moussa at the above telephone number or address.

Sincerely,

Brad E. Vanderhoof, P.E.
Regional Manager
Water Supply Management

cc: L. Moussa
M. Mumford through Supervisor
File

LHM:lsl

3800-PM-WSFR0043 Rev. 7/2006

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER STANDARDS AND FACILITY REGULATION

PUBLIC WATER SUPPLY PERMIT

NO. 1602502-MA1

A. PERMITTEE: (Name and Address)

Farmington Township – Clarion County
P.O. Box 148
Leeper, PA 16233

B. PROJECT/PLANT LOCATION

Municipality **Farmington Township**

County **Clarion County**

C. THIS PERMIT APPROVES FOR: AS INDICATED BELOW:

1. ☐ CONSTRUCTION
2. ☒ OPERATION OF FACILITIES

Approved Under Construction Permit No. 1602502-MA1

Source

- ☐ Well(s)
- ☐ Spring(s)
- ☐ Surface Water
- ☐ Finished Water

Facilities

- ☐ Impoundment
- ☐ Settling
- ☐ Filtration
- ☐ Iron and Manganese Treatment
- ☐ Softening
- ☐ Fluoridation
- ☐ Distribution Facility
- ☐ General Corrosion Control
- ☐ Corrosion Control for lead/copper
- ☐ Disinfection
- ☐ Pump Station(s)
- ☐ Transmission Lines
- ☐ Finished Water Storage
- ☒ Other *

BVRB

- ☐ Bottled Water System
- ☐ Bulk Water Hauling System
- ☐ Vended Water System
- ☐ Retail Water Facility

KNOWN AS ***Repair of the 122,000 gallon water storage tank**

LIMIT OF AUTHORIZATION

YOU ARE HEREBY AUTHORIZED TO CONSTRUCT OR OPERATE, AS INDICATED ABOVE, PROVIDED THAT FAILURE TO COMPLY WITH CHAPTER 109, OF THE RULES AND REGULATIONS OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OR THE TERMS OR CONDITIONS OF THIS PERMIT SHALL VOID THE AUTHORITY GIVEN TO THE PERMITTEE BY THE ISSUANCE OF THE PERMIT.

THE PLANS, SPECIFICATIONS, REPORTS AND SUPPORTING DOCUMENTS SUBMITTED AS PART OF THE PERMIT APPLICATION BECOME PART OF THE PERMIT.

NO DEVIATIONS FROM APPROVED PLANS OR SPECIFICATIONS AFFECTING THE TREATMENT PROCESS OR QUALITY OF WATERS SHALL BE MADE WITHOUT WRITTEN APPROVAL FROM THE DEPARTMENT.

THIS PERMIT IS ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION UNDER THE AUTHORITY OF THE PENNSYLVANIA SAFE DRINKING WATER ACT, THE ACT OF MAY 1, 1984 (P.L. 206, NO. 43). OPERATION SHALL COMPLY WITH THE PROVISIONS OF CHAPTER 109 ADOPTED UNDER THE AUTHORITY IN SECTIONS 4 AND 6(e) OF THE PENNSYLVANIA SAFE DRINKING WATER ACT.

THIS PERMIT IS SUBJECT TO THE ATTACHED SPECIAL CONDITIONS _____.

PERMIT ISSUED

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Date **SEPTEMBER 3, 2009**

By _____
Brad E. Vanderhoof, P.E.
Regional Manager
Water Supply Management

Title

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
WATER SUPPLY MANAGEMENT

For Department Use Only

INTERNAL REVIEW AND RECOMMENDATIONS

NAME OF APPLICANT	Farmington Township	PROJECT LOCATION	Farmington Township, Clarion County	APPLICATION NUMBER	1602502-MA1

BRIEF DESCRIPTION OF PROJECT AND DISCUSSION (Use additional sheets if necessary)

The Construction Completion Certificate was received on August 10, 2009, indicating that repair of the 122,000 gallon finished water tank panels was completed according to the manufacture recommendations. The tank was chlorinated after repair and was put back in service. All required VOCs and Bacteriological samples which were collected from the tank after repair found to be satisfactory. On July 7, 2009, Miranda Mumford conducted a full inspection at Farmington Township and confirmed the completion of the tank repair. Refer to the construction permit for additional information about this project.

The operation permit is recommended.

CURRENT ESTIMATE OF COMPLETION DATE OF PROJECT

RECOMMENDATION AND ACTION

Approve	Return	Refuse	Signature	Date
✓			LUCY MOUSSA, REVIEWING ENGINEER	9-2-09
✓			BRAD C. SCHOTT, P.E. CHIEF OF TECHNICAL SERVICES	9-2-09
✓			BRAD E. VANDERHOOF, P.E. REGIONAL MANAGER	9-3-09

PERMIT CONDITIONS:

1. STANDARD --

2. SPECIAL (Use additional sheets if necessary) --

3800-FM-WSWM0062 8/2004

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

CERTIFICATE OF CONSTRUCTION/MODIFICATION COMPLETION

Permittee: Farmington Township - Clarion County

Address: PO Box 148 Leeper, PA 16233

Municipality: Farmington Township County: Clarion

Date: 7/27/09

Certification

I hereby certify that:

- The public drinking water facilities approved under Construction Permit No. 1602502-MA1, issued on 6/22/09, have been completed in accordance with the plans and specifications approved by DEP.
- Adequate operation and maintenance information for the new or modified facilities is available on-site for use by the public water system's personnel.
- Certified operator, Richard Davis, Certificate No. W15300, who has the proper certification as required by Title 25 Pa. Code Chapter 109, Section 109.704, has been retained to operate the public water supply system.

(Signature of Supervising Professional Engineer or Permittee's Authorized Representative)

Name: Clyde E. Frederick
(Please Print or Type)

Title: Chairman

Firm or Agency: Farmington Township Board of Supervisors

Address: PO Box 148 Leeper, PA 16233

Telephone Number: (814) 744-8523

This certification must be completed and returned to the Technical Services Section of the Water Supply Management Program within the DEP regional office that issued the public water supply permit.

RECEIVED
AUG 10 2009
ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

March 17, 2016

RECEIVED
KNOX DISTRICT OFFICE
16 MAR 21

Ms. Donna Rathfon
Farmington Township
32691 Route 66
P.O. Box 148
Leeper, PA 16233

Re: Public Water Supply Operation Permit No. 1602502-MA2
Farmington Township
APS ID No. 886023
Authorization ID No. 1099388
Farmington Township, Clarion County

Dear Ms. Rathfon:

We are pleased to enclose Water Supply Permit No. 1602502-MA2 for the operation of the GridBee – GS-12 submersible tank mixer which was installed inside the 120,000 gallons storage tank.

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. §7514, and the Administrative Agency Law, 2 Pa.C.S.A. Chapter 5A, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, P.O. Box 8457, Harrisburg, PA 17105-8457, 717-787-3483. TDD users may contact the Board through the Pennsylvania Relay Service, 800-654-5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action unless the appropriate statute provides a different time period. Copies of the appeal form and the Board's rules of practice and procedure may be obtained from the Board. The appeal form and the Board's rules of practice and procedure are also available in braille or on audiotape from the Secretary to the Board at 717-787-3483. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.

IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD 717-787-3483 FOR MORE INFORMATION.

If you have any questions concerning this matter, please contact Lucy H. Moussa at the above telephone number or address.

Sincerely,

Brad E. Vanderhoof, P.E.
Regional Manager
Safe Drinking Water Program

cc: Brian S. Sekula, P.E.
L. Moussa (pdf)
M. Mumford thru Supervisor
SDW-Hrsbg-Facilities Permitting
File

3900-PM-BSDW0043 Rev. 7/2014

pennsylvania DEPARTMENT OF ENVIRONMENTAL PROTECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF SAFE DRINKING WATER

PUBLIC WATER SUPPLY PERMIT

NO. 1602502-MA2

A. PERMITTEE: (Name and Address)	B. PROJECT/PLANT LOCATION
Farmington Township 32691 Route 66 P.O. Box 148 Leeper, PA 16233	Address Leeper, PA 16233 Municipality Farmington Township County Clarion

C. THIS PERMIT APPROVES FOR: 1. ☐ CONSTRUCTION 2. ☒ OPERATION OF FACILITIES

AS INDICATED BELOW: Approved Under Construction Permit No. _____

Source	Facilities		BVRB
☐ Well(s)	☐ Impoundment	☐ General Corrosion Control	☐ Bottled Water System
☐ Spring(s)	☐ Settling	☐ Corrosion Control for lead/copper	☐ Bulk Water Hauling System
☐ Surface Water	☐ Filtration	☐ Disinfection	☐ Vended Water System
☐ Finished Water	☐ Iron and Manganese Treatment	☐ Pump Station(s)	☐ Retail Water Facility
	☐ Softening	☐ Transmission Lines	
	☐ Fluoridation	☐ Finished Water Storage	
	☐ Distribution Facility	☒ Other Internal tank mixer	

KNOWN AS GridBee GS-12 submersible electric mixer system inside the 120,000-gallon storage tank

LIMIT OF AUTHORIZATION

YOU ARE HEREBY AUTHORIZED TO CONSTRUCT OR OPERATE, AS INDICATED ABOVE, PROVIDED THAT FAILURE TO COMPLY WITH CHAPTER 109, OF THE RULES AND REGULATIONS OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OR THE TERMS OR CONDITIONS OF THIS PERMIT SHALL VOID THE AUTHORITY GIVEN TO THE PERMITTEE BY THE ISSUANCE OF THE PERMIT.

THE PLANS, SPECIFICATIONS, REPORTS AND SUPPORTING DOCUMENTS SUBMITTED AS PART OF THE PERMIT APPLICATION BECOME PART OF THE PERMIT.

NO DEVIATIONS FROM APPROVED PLANS OR SPECIFICATIONS AFFECTING THE TREATMENT PROCESS OR QUALITY OF WATERS SHALL BE MADE WITHOUT WRITTEN APPROVAL FROM THE DEPARTMENT.

THIS PERMIT IS ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION UNDER THE AUTHORITY OF THE PENNSYLVANIA SAFE DRINKING WATER ACT, THE ACT OF MAY 1, 1984 (P.L. 206, NO. 43). OPERATION SHALL COMPLY WITH THE PROVISIONS OF CHAPTER 109 ADOPTED UNDER THE AUTHORITY IN SECTIONS 4 AND 6(e) OF THE PENNSYLVANIA SAFE DRINKING WATER ACT.

THIS PERMIT IS SUBJECT TO THE ATTACHED SPECIAL CONDITIONS None

PERMIT ISSUED

Date March 17, 2016

DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Brad E. Vanderhoof, P.E.
Regional Manager
Title Safe Drinking Water Program

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
SAFE DRINKING WATER PROGRAM

INTERNAL REVIEW AND RECOMMENDATIONS

Applicant Farmington Township | Municipality Farmington Township | Permit No. 1602502-MA2
County Clarion

BRIEF DESCRIPTION OF PROJECT AND DISCUSSION (Use additional sheets if necessary)

Background: On December 9, 2015, the Department accepted a Public Water Supply permit application from Farmington Township pursuant to the Permit Review Process and Permit Decision Guarantee Policy. The application was submitted to authorize the already installed GridBee GS-12 submersible electric mixer system in the Farmington Township ("Farmington") water storage tank (120,000-gallon). Farmington Township is a consecutive water supplier to PAWC – Clarion District.

Tank Mixer: The GridBee GS-12 submersible electric mixer system is NSF approved for potable water use. The intended purpose of this tank mixing system is to reduce the issues of icing, as this tank has been susceptible to ice damage over the past few years. In addition to deicing functions, the tank mixing system will enhance water quality by reducing HAA5/TTHM DBP potential formation and improving tank turnover and mixing. The tank mixing system was installed through a hatch at the top of the tank and lowered down to the floor of the tank. A pull chain and electric cable are attached from the roof of the tank down to the tank mixer system. A power/ control box is mounted outside at ground level. The tank mixing system is designed to circulate water by bringing water from along the tank floor and sending it upward and out across the water surface in layers causing direct and induced mixing effects. During operation, a flow should be visible at the surface above the tank mixing system. The tank mixing system is designed to operate at full speed and full flow continuously.

Note that on September 23, 2015, Sanitarian Miranda Mumford and representatives of Farmington discussed storage tank maintenance. During the discussion, Farmington representatives indicated that a tank mixer would be installed. Ms. Mumford advised Farmington that prior to installing a tank mixer, Farmington must obtain a construction permit in accordance with 25 Pa Code § 109.501.

It should also be noted that, during the application review process, Mr. Richard M. Davis of Farmington indicated that disinfection of the tank was completed in compliance with AWWA standard C652 and bacteriological samples were already collected and analyzed. These samples were provided for inclusion with the application.

PNDI: A PNDI search was not necessary for this project since no earthwork occurred.

CURRENT ESTIMATE OF COMPLETION DATE OF PROJECT

RECOMMENDATION AND ACTION

Approve	Return	Refuse	Signature	Date
✓			LUCY H. MOUSSA, REVIEWING ENGINEER	3-17-2016
✓			BRAD C. SCHOTT, P.E., ENVIRONMENTAL ENGINEER MANAGER	3-17-2016
✓			BRAD E. VANDERHOOF, P.E., REGIONAL MANAGER	3-17-2016

HYDRO GEOLOGIST REVIEW INCLUDED: ☐ YES ☐ NO ☒ N/A

PERMIT CONDITIONS:

1. STANDARD --

2. SPECIAL (Use additional sheets if necessary) -- None

Recommendation and Special Conditions: Because the facility is already constructed, samples have already been provided which indicate the construction activities had no detrimental impact to water quality, and the facility has already been returned to service, it is recommended that the Department authorize use of the GridBee GS-12 submersible electric mixer system. The authorization of the mixing system will be via Operation Permit. Note that Farmington has provided samples showing satisfactory bacteriological results (samples were dated October 13, 2015.

It should be noted that Farmington is in violation for installing the mixer without a permit, and also in violation for operation of said mixer without Department authorization. However, issuance of this permit as an Operation Permit will at least provide the proper authorization to use the equipment.

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of the transfer, by sale, of substantially all of the Township of Farmington's assets, properties and rights related to its drinking water distribution and wastewater collection and treatment systems; and the right of Pennsylvania-American Water Company to begin to offer and furnish water service to the public in an additional portion and wastewater service to the public in a portion of the Township of Farmington, Clarion County, Pennsylvania

Appendix S

Estimated Annual Revenues and Expenses of
Pennsylvania-American Water Company in Connection with Serving
Farmington's Water (**Appendix "S.1"**) and Wastewater (**Appendix "S.2"**) Customers

Appendix S.1

Pennsylvania-American Water Company
Estimated Annual Revenues and Expenses of New Service Area
Year 1
(Dollars in thousands)

Operating Revenues	$	427
Operating Expenses		
Operation and Maintenance		118
Depreciation and Amortization		51
General Taxes and Other		2
Total Operating Expenses		171
Operating income		256
Other Income/(Expenses)		
Other Income/(Expense), Net		-
Interest Expense, Net		(121)
Total Other Expenses		(121)
Income Before Income Taxes		135
Provision for Income Taxes		25
Net Income	$	110

Appendix S.2

Pennsylvania-American Water Company
Estimated Annual Revenues and Expenses of New Service Area
Year 1
(Dollars in thousands)

Operating Revenues	$	318
Operating Expenses		
Operation and Maintenance		150
Depreciation and Amortization		88
General Taxes and Other		2
Total Operating Expenses		240
Operating income		78
Other Income/(Expenses)		
Other Income/(Expense), Net		-
Interest Expense, Net		(175)
Total Other Expenses		(175)
Income Before Income Taxes		(97)
Provision for Income Taxes		(18)
Net Income	$	(79)

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of the transfer, by sale, of substantially all of the Township of Farmington's assets, properties and rights related to its drinking water distribution and wastewater collection and treatment systems; and the right of Pennsylvania-American Water Company to begin to offer and furnish water service to the public in an additional portion and wastewater service to the public in a portion of the Township of Farmington, Clarion County, Pennsylvania

Appendix T

Pennsylvania-American Water Company EDU Schedule
For Farmington Township

PENNSYLVANIA-AMERICAN WATER COMPANY

Related to Section A, Rule 26. Equivalent Dwelling Units or EDU (Wastewater)
Related to Definitions, Equivalent Dwelling Units or EDU (Water)

Unit Schedule for the area previously served by Farmington Township	
Category	**Units**
Residential (each having its own kitchen)	1 EDU
Industries*	No. of employees X 35 GPD each ÷ 350 gal/EDU or metered water usage: 5,000 gallons/month or portion thereof = 1 EDU
Commercial	No. of employees X 35 GPD each ÷ 350 gal/EDU
Restaurants	No. of seats. X 10 GPD/seat ÷ 350 GPD x 3 turnovers/day or metered water usage: 5,000 gallons/month or portion thereof = 1 EDU
Warehouse	No. of employees X 35 GPD each ÷ 350 gal/EDU
Office	No. of employees X 10 GPD each ÷ 350 gal/EDU
Church	No. of seats X 3 GPD/seat ÷ 350 gal/EDU
Beauty Salon/Barber Shop	No. of employees X 35 GPD each ÷ 350 gal/EDU
Car Wash	No. of bays x 1,250 GPD ÷ 350 gal/EDU or metered water usage: 5,000 gallons/month or portion thereof = 1 EDU
Stores (including grocery)	No. of employees X 35 GPD each ÷ 350 gal/EDU
Schools (no cafeteria or showers	No. of employees + No. of students x 10 GPD ÷ 350 GPD
Schools (with showers and cafeteria)	No. of employees + No. of students x 13 GPD ÷ 350 GPD
Laundries	No. of washing machines x 400 GPD ÷ 350 GPD
Hospitals & Rest Homes	No. of beds x 250 GPD ÷ 350 GPD
Hotels/Motels	No. of rooms x 50 GPD ÷ 350 GPD
Theatres	No. of seats x 5 GPD ÷ 350 GPD
Seasonal Trailer Parks	No. of trailers x 10,000 gallons per year ÷ 60,000 gal. or metered water usage: 5,000 gallons/month or portion thereof = 1 EDU

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of the transfer, by sale, of substantially all of the Township of Farmington's assets, properties and rights related to its drinking water distribution and wastewater collection and treatment systems; and the right of Pennsylvania-American Water Company to begin to offer and furnish water service to the public in an additional portion and wastewater services to the public in a portion of the Township of Farmington, Clarion County, Pennsylvania

VERIFICATION

I, JODY WATTS, hereby state that the facts set forth in Pennsylvania-American Water Company's Application, referenced above, are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

Dated: August 28, 2023

Jody Watts
Manager – Business Development

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

In re: Application of Pennsylvania-American Water Company under Section 1102(a) of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1102(a), for approval of (1) the transfer, by sale, of substantially all of the Township of Farmington's assets, properties and rights related to its drinking water distribution system to Pennsylvania-American Water Company, (2) the transfer, by sale, of substantially all of the Township of Farmington's assets, properties and rights related to its wastewater collection and treatment system to Pennsylvania-American Water Company; and (3) the right of Pennsylvania-American Water Company to begin to offer and furnish water service to the public in an additional portion and wastewater service to the public in a portion of the Township of Farmington, Clarion County, Pennsylvania	:	Docket No. A-2023-_____
In re: Filing by Pennsylvania-American Water Company under Section 507 of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 507, of (i) the Asset Purchase Agreement By and Between Farmington Township, Clarion County and Pennsylvania-American Water Company	:	Docket No. U-2023-_____

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the above-referenced Application upon the persons and in the manner indicated below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

Service in the manner listed below addressed as follows:

Patrick Cicero
Consumer Advocate
PA Office of Consumer Advocate
555 Walnut Street, 5th Floor, Forum Place
Harrisburg, PA 17101-1923
(via electronic mail - ra-oca@paoca.org)

NazAarah Sabree
Small Business Advocate
PA Office of Small Business Advocate
555 Walnut Street, 1st Floor, Forum Place
Harrisburg, PA 17101
(via electronic mail – ra-sba@pa.gov)

Richard A. Kanaskie
Director and Chief Prosecutor
PA Public Utility Commission
Bureau of Investigation and Enforcement
Commonwealth Keystone Building
400 North Street, 2nd Floor, West
Harrisburg, PA 17120
(via electronic mail – rkanaskie@pa.gov)

PA Department of Environmental Protection
Northwest Regional Office
Erin Wells, Regional Director
230 Chestnut Street
Meadville, PA 16335
(via UPS overnight delivery)

PA Department of Environmental Protection
Rachel Carson State Office Building
400 Market Street
Harrisburg, PA 17101
(via UPS overnight delivery)

Dated: August 28, 2023

Teresa K. Harrold
Director, Corporate Counsel
Pennsylvania-American Water Company
852 Wesley Drive, Mechanicsburg, PA 17055
Office: 717.550.1562
Teresa.Harrold@amwater.com