



**Erin K. Fure**  
Director, Corporate Counsel  
852 Wesley Drive | Mechanicsburg, PA 17055  
Phone: 717-550-1556 | Fax: 717-550-1255  
[erin.fure@amwater.com](mailto:erin.fure@amwater.com)

December 19, 2024

**VIA ELECTRONIC FILING**

Ms. Rosemary Chiavetta, Secretary  
Commonwealth of Pennsylvania  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

**In re: Request for Approval of an Assumption and Extension of  
Transfer of Capacity Rights Agreement between  
Pennsylvania-American Water Company, Pottstown  
Borough Authority and the Borough of Pottstown**

Dear Secretary Chiavetta:

On behalf of Pennsylvania-American Water Company, please find the attached Agreement for filing under Section 507.

Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "EK Fure".

Erin K. Fure

cc: All Parties on the attached Certificate of Service (*via electronic mail*)  
Vince Pompo, Esquire (*via electronic mail*)

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<b>In re: Request for Approval of an Assumption and Extension of Transfer of Capacity Rights Agreement between Pennsylvania-American Water Company, Pottstown Borough Authority and the Borough of Pottstown</b>	: : <b>Docket No. U-2024-</b> : : : : : :
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**CERTIFICATE OF SERVICE**

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I hereby certify that I am this day serving the above-referenced Agreement upon the persons and in the manner indicated below, which service satisfies the requirements of 52 Pa. Code §1.54 (relating to service by a party).

**SERVICE VIA ELECTRONIC MAIL ON DECEMBER 19, 2024**

Patrick Cicero, Consumer Advocate  
Office of Consumer Advocate  
555 Walnut Street  
5<sup>th</sup> Floor, Forum Place  
Harrisburg, PA 17101-1923

NazAarah Sabree, Small Business Advocate  
Office of Small Business Advocate  
555 Walnut Street  
1<sup>st</sup> Floor, Forum Place  
Harrisburg, PA 17101

Alison Kaster, Director  
Pennsylvania Public Utility Commission  
Bureau of Investigation and Enforcement  
400 North Street  
PO Box 3265  
Harrisburg, PA 17105

Respectfully Submitted,



Erin K. Fure, Esquire (PA ID #312245)  
Pennsylvania-American Water Company  
852 Wesley Drive  
Mechanicsburg, PA 17055  
Phone: (717) 550-1574  
Email: [erin.fure@amwater.com](mailto:erin.fure@amwater.com)

**Attorney for Pennsylvania-American  
Water Company**

**POTTSTOWN BOROUGH AUTHORITY  
BOROUGH OF POTTSTOWN  
AND  
PENNSYLVANIA-AMERICAN WATER COMPANY**

**ASSUMPTION AND EXTENSION OF TRANSFER OF CAPACITY RIGHTS  
AGREEMENT**

**THIS ASSUMPTION AND EXTENSION OF TRANSFER OF CAPACITY RIGHTS AGREEMENT** (the "Agreement") is made this 19th day of December, 2024, by and between **POTTSTOWN BOROUGH AUTHORITY**, the **BOROUGH OF POTTSTOWN** (collectively the "Borough") and **PENNSYLVANIA-AMERICAN WATER COMPANY** ("PAWC").

**BACKGROUND**

**A.** On or about March 26, 2009, the Borough and Upper Pottsgrove Township (the "Township") entered into a certain Transfer of Capacity Rights Agreement (the "TCR Agreement") wherein the Borough agreed to make up to 238,000 gpd of Additional Treatment Capacity available to the Township for purchase in accordance with its terms. A copy of the TCR Agreement is attached hereto as Exhibit A.

**B.** By a Side Letter dated April 6, 2009 and Extension Agreements dated March 26, 2015 and October 21, 2019 (collectively, "Extension Agreements"), the Borough and the Township agreed to extend the time period for the Township's ability to purchase Additional Treatment Capacity until April 6, 2022. Copies of the Extension Agreements are attached hereto as Exhibit B.

**C.** The Borough and Township entered into transactions for the Township to purchase additional capacity pursuant to the TCR Agreement in June of 2010 and May of 2011, both memorialized by invoices and payments, and entered into subsequent agreements for the Township to purchase additional capacity pursuant to the TCR Agreement on July 2, 2013, May 21, 2018, June 10, 2020, and October 13, 2020 (collectively, "Purchase Agreements"). Copies of the Purchase Agreements are attached hereto as Exhibit C.

**D.** On June 30, 2022 PAWC acquired the Township's sewage collection system. At that time, the Township had purchased 131,700 gpd of Capacity under the TCR Agreement, with 106,300 gpd of Additional Treatment Capacity remaining.

**E.** PAWC has requested and the Borough has agreed to allow PAWC to assume the TCR Agreement and Purchase Agreements and to extend the TCR Agreement for the purchase of the Additional Treatment Capacity for an additional period of sixty (60) months from April 6, 2022.

**F.** The aforementioned parties are desirous to enter into this Agreement to memorialize the assumption of the TCR Agreement and Purchase Agreements by PAWC and the extension of the time for purchase of the Additional Treatment Capacity for said additional sixty (60) months.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, it being further understood and agreed that the within Agreement is and shall incorporate and be subject to the laws of the Commonwealth of Pennsylvania, and intending to be legally bound hereby, it is agreed as follows:

**Section 1. Background Paragraphs.** Background Paragraphs A through F, as set forth above, are incorporated herein as if more fully set forth below.

**Section 2. Assumption of TCR Agreement and Purchase Agreements by PAWC.** PAWC hereby assumes, effective as of the Effective Date, all of the Township's rights, title, interest, duties, liabilities and obligations in and to the TCR Agreement, and Purchase Agreements (excluding liabilities occurring prior to the Effective Date), as amended and modified by the terms and conditions of this Agreement, which accrue or arise on or after the occurrence of the Effective Date.

**Section 3. Extension of Purchase of Additional Treatment Capacity.** The TCR Agreement is hereby extended for an additional sixty (60) months. The Borough agrees to make up to 106,300 gpd available to PAWC for purchase on an "as-needed" basis until April 6, 2027.

**Section 4. Miscellaneous.** Except as expressly set forth herein, all other terms and conditions of the TCR Agreement, and Purchase Agreements shall remain in full force and effect.

**Section 5. Effective Date.** The Parties acknowledge and agree that this Agreement must be approved by the Pennsylvania Public Utility Commission (the "PUC") and shall not become effective until PUC approval. For purposes of this Agreement, the Effective Date shall be the date of approval of this Agreement by the PUC.

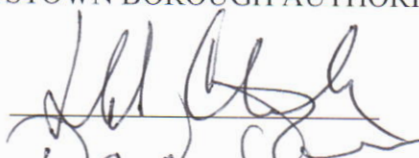
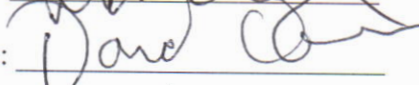
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and attested by their respective duly authorized officers this 19 day of December, 2024.

POTTSTOWN BOROUGH AUTHORITY

By:

Attest:

Date:


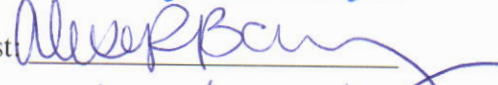
  
  
12/17/2024

POTTSTOWN BOROUGH

By:

Attest:

Date:

  
  
12/09/2024

PENNSYLVANIA-AMERICAN WATER  
COMPANY

By: Joseph Wardman  
Attest: Paul J. Fauth  
Date: 12-19-24

EXHIBIT A

[Transfer of Capacity Rights Agreement]

## TRANSFER OF CAPACITY RIGHTS AGREEMENT

THIS TRANSFER OF CAPACITY RIGHTS AGREEMENT, effective as provided herein, by and between the **BOROUGH OF POTTSTOWN and THE POTTSTOWN BOROUGH AUTHORITY** (collectively referred to as "Borough") and **UPPER POTTS GROVE TOWNSHIP ("UPT")** on the other hand.

WITNESSETH:

WHEREAS, capitalized terms and phrases used in this Agreement shall have the respective meanings set forth in Section 1.01 hereof, unless a different meaning clearly appears from the context; and,

WHEREAS, there is a finite Capacity in the Treatment Plant; and,

WHEREAS, pursuant to the terms of the Sewage Treatment Service Agreement (the "Service Agreement"), the Requested Capacity in the Treatment Plant allocated to the borough and UPT, respectively, is 9.3616 mgd, and .5384 mgd; and,

WHEREAS, pursuant to the provisions of Section 4.02 of the Service Agreement, UPT has requested to purchase from the Borough 238,000 gpd (maximum three month flow MTMF) of its Requested Capacity, which equals 238,000 gpd of Annual Average Capacity; and,

WHEREAS, following the purchase from the Borough, as set forth herein, the Capacity of UPT in the Treatment Plant will be 776,400 gpd of Requested Capacity, which equals 776,400 gpd of Annual Average Capacity, as noted on the Schedule attached hereto, made a part hereof and marked as Attachment "A"; and,

WHEREAS, pursuant to the terms of this Agreement, the Borough is willing to assign, sell and transfer to UPT 238,000 gpd of its Requested Capacity in the Treatment Plant.

### ARTICLE I – DEFINITIONS

SECTION 1.01 – Defined Terms. The terms defined in this Section 1.01, whenever used or referred to in this Agreement, shall have the respective meanings indicated (including the singular, plural or possessive thereof, if applicable or appropriate) unless a different meaning clearly appears from the context.

- (a) "**CAPACITY**" shall mean the daily quantity of sewage flow measured in the manner described in the Service Agreement.
- (b) "**DEP**" shall mean the Pennsylvania Department of Environmental Protection.
- (c) "**REQUESTED CAPACITY**" shall mean Capacity in the Treatment Plant in the quantities described in the Service Agreement.
- (d) "**SEWAGE TREATMENT SERVICE AGREEMENT**" (referred to herein as the "Service Agreement") shall mean the Agreement entered into between the Borough of Pottstown, Pottstown Borough Authority and the Township of Upper Pottsgrove, dated September 13, 2004, which served to amend a prior

- Agreement between the same parties dated February 28, 1989.
- (e) **"TREATMENT PLANT"** shall mean the sewage transportation, treatment and disposal facilities owned by the Pottstown Borough Authority and operated by the Borough.
  - (f) **"EQUIVALENT DWELLING UNIT (EDU)"** shall mean 300 gallons per day (maximum three month flow – MTMF) for a typical residential dwelling. The gallonage for an age restricted dwelling may be less provided that the process for rating set forth in the Service Agreement is followed.

## ARTICLE II – TRANSFER OF REQUESTED CAPACITY

SECTION 2.01 – Consideration. Upon written request from UPT, the Borough shall transfer and assign to UPT the amount of capacity requested. The consideration shall be calculated based on the amount of capacity purchased on a per gallon basis as of the date the Borough approves a Planning Module associated with the purchase of the capacity.

SECTION 2.02 – Warranty of Borough. The Borough represents and warrants that it has unused Requested Capacity to the extent of the Requested Capacity being transferred and assigned to UPT.

SECTION 2.03 – Settlement. Upon execution of the Planning Module by the Borough, Settlement on the transfer of Capacity shall be held within sixty (60) days subject to extension if mutually agreed to by the parties.

## ARTICLE III – AMENDMENT TO SERVICE AGREEMENT

SECTION 3.01 – Amendment to Service Agreement. The parties acknowledge that the Borough, by this Agreement, is relinquishing a portion of its Requested Capacity as allocated under the Service Agreement so that UPT can obtain additional Requested Capacity in the Treatment Plant. The parties agree that, in accordance with the provisions of Section 4.02 of the Service Agreement, Exhibit "A" of the Service Agreement shall be amended to reflect the changes in the allocation of Requested Capacity.

SECTION 3.02 – Township Flow Limits. The Township shall maintain the Township Sewage Collection System Upgrades to limit the Instantaneous Flow usage at the Farmington Avenue meter so as not to exceed a flow of 2,237 GPM, or such other amount as shall be set in the future as the limit for the Township's Instantaneous Flow. The term "Instantaneous Flow" expressed in gallons per minute ("GPM") shall mean the total flow during any one (1) hour period divided by sixty (60) minutes. Should the meter calculating the flow not be in working order, the flow will be estimated based on Section 4.03 (Measurement of Flow) of the New Sewer Service Agreement. In the event an Instantaneous Flow in the Farmington Avenue meter shall exceed the Township's Instantaneous Flow limit, the Authority shall notify the Township within forty-five (45) days at the time when such Instantaneous Flow in excess of the then applicable limit is recorded. For the Authority to have the right to impose the monetary penalties set forth herein for violations of the Instantaneous flow limitations, the written notice must have been given within the preceding time limits. From the time the Township is notified, the Township shall have thirty (30) days to investigate the matter and to develop a plan, with an

implementation schedule, which is reasonably expected to prevent further events of Instantaneous Flows in excess of the then applicable limits. At the end of the thirty (30) days, the plan is to be submitted to the Authority for review, and the Authority shall provide comments to the Township within thirty (30) days thereafter. Unless such plan is rejected by the Authority, the Township shall diligently proceed to implement such a plan. If the Township does not present a plan or does not diligently proceed to implement any approved plan, then the Authority shall have the right to impose a penalty on the Township. The penalty shall be in the amount of Five Thousand Dollars (\$5,000.00) per day for each day the flow exceeds the Instantaneous Flow limit. During the period that the Corrective Action Plan, pursuant to this paragraph, is being developed and is being diligently implemented, further penalties for Instantaneous Flows shall not accrue or be collected.

The present Instantaneous Flow limit of 2,237 GPM shall be increased whenever a planning module is accepted by Pottstown.

An increase in the permitted Instantaneous Flow limit shall be calculated as follows: for every 100 GPD increase in the Township Treatment Capacity under the MTMF, the Instantaneous Flow limits shall increase by 0.3472 GPM. (This amount represents the conversion of the increase in the average daily flow as measured by the maximum three (3) month average method, divided by 1,440 (representing the number of minutes in a day), multiplied by 5 (representing a peaking factor as to the permitted ratio between the peak known flow and the maximum three (3) month average flow rate that would occur if the flow was completely uniform throughout the day).

#### ARTICLE IV – DEP APPROVAL

SECTION 4.01 – Approval. The transfer of Capacity herein is under and subject to the approval of the DEP. UPT shall make application for approval from DEP within ten (10) working days from the date of execution of this Agreement by the Borough.

#### ARTICLE V – MISCELLANEOUS

SECTION 5.01 – Recitals. The recitals herein are acknowledged to be true and correct and are a part of this Agreement.

SECTION 5.02 – Time of The Essence. Time is of the essence in the performance of the obligations under this Agreement.

SECTION 5.03 – Headings. The headings of this Agreement are solely for convenience, and shall have no effect in the legal interpretation of any provision hereof.

SECTION 5.04 – Modification. This Agreement may not be modified or amended except in writing signed by the affected parties hereto.

SECTION 5.05 – Recording. This Agreement shall not be recorded by any part hereunder.

SECTION 5.06 – Effective Date. The effective date of this Agreement shall be the date signed by the last party.

IN WITNESS WHEREOF, The parties have caused this Agreement to be executed and attested by their respective duly authorized officers, and their respective seals to be hereunto affixed.

BOROUGH:

BOROUGH OF POTTSTOWN  
BY: [Signature] (SEAL)  
ATTEST: Virginia L. Tolson (SEAL)  
Date: March 26, 2009

POTTSTOWN BOROUGH AUTHORITY  
BY: [Signature] (SEAL)  
ATTEST: [Signature] (SEAL)  
DATE: 3-26-09

UPT:

UPPER POTTS GROVE TOWNSHIP  
BY: [Signature] (SEAL)  
ATTEST: [Signature] (SEAL)  
Date: 3-23-2009

PENNSYLVANIA-AMERICAN WATER  
COMPANY

By: Joseph Wardman  
Attest: Paul J. Fauth  
Date: 12-19-24

**REVISED ALLOCATED CAPACITY**  
**Based on Sewage Transfer Agreement**  
**with Upper Pottsgrove Township**

	Borough of Pottstown		Lower Pottsgrove		Upper Pottsgrove		West Pottsgrove		Total System	
	Existing (mgd)	Transfer (mgd)	Existing (mgd)	Transfer (mgd)	Existing (mgd)	Transfer (mgd)	Existing (mgd)	Transfer (mgd)	Existing (mgd)	Transfer (mgd)
<b>2005 Act 537 <sup>(1)</sup></b>										
Average Annual	7.8366		3.0750		0.5384		1.4000		12.8500	
Maximum Month	9.3616		4.1000		0.5384		1.6000		15.6000	
Factor	1.194600		1.333333		1.000000		1.142857		1.214008	
<b>2009 Act 537 <sup>(2)</sup></b>										
Average Annual	7.5986	-0.2380	3.0750	0.0000	0.7764	0.2380	1.4000	0.0000	12.8500	
Max. Three Month	9.1236	-0.2380	4.1000	0.0000	0.7764	0.2380	1.6000	0.0000	15.6000	
Factor	1.200695		1.333333		1.000000		1.142857		1.214008	

- (1) Allocation from Table 5-1 of the Pottstown Borough Act 537 Official Plan Revision, dated September 2005.  
(2) Revised Allocation based on Transfer Agreement & 2005 Ratio of Annual Average to Maximum Month.

EXHIBIT B

[Extension Agreements]

DAVID G. GARNER

7<sup>th</sup> Ward Councilor

339 Grandview Rd.  
Pottstown, PA 19464

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Home Phone-610-970-7560 Work Phone-484-945-0777  
E-mail-dggarner1@comcast.net

May 13, 2009

Charles D. Garner, Jr., Esquire  
2050 E. High Street  
Pottstown, PA 19464

**Pottstown Borough Authority – Upper Pottsgrove Township  
Side Letter – Transfer of Capacity Agreement**

Dear Chuck:

Enclosed please find an original fully executed “Side Letter” as had been discussed and agreed upon between PBA and UPT concerning the 238,000 gallons of treatment capacity. The Additional Treatment Capacity Agreement had been previously signed and this document clarifies certain aspects that were not necessarily appropriate to include in the body of the other agreement.

With the delivery of this document, I believe that all items are now in place to address this situation. Obviously, there are matters that will need to be addressed as the circumstances unfold. PBA looks forward to working with UPT on those matters.

Very truly yours,

David G. Garner

DGG/kes

Enclosure

CC: Ray Lopez, PBA Manager (e-mail only)  
Tom Weld, BCM Engineers (e-mail only)  
Brent Wagner, PBA, Utilities Coordinator (e-mail only)

LAW OFFICES  
**GARNER & BAUER**

2050 EAST HIGH STREET  
POTTSTOWN, PA 19464

CHARLES D. GARNER, JR.  
PAUL A. BAUER, III

(610) 970-4961  
FAX (610) 970-4965

MOLLY B. McNAB\*  
\*OF COUNSEL

April 6, 2009

David G. Garner, Esquire  
1954 East High Street  
Suite 3  
Pottstown, PA 19464

**RE: Side Letter - Transfer of Capacity Agreement**

Dear Dave:

This letter will serve as a Side Letter/Letter of Explanation concerning the Transfer of Capacity Agreement dated March 23, 2009, between the Borough of Pottstown, the Pottstown Borough Authority, and Upper Pottsgrove Township. The Borough and Authority agree to make up to 238,000 Gallons Per Day available to Upper Pottsgrove for purchase (hereinafter referred to as "Additional Treatment Capacity"). As we had previously discussed and agreed to, Upper Pottsgrove may purchase the Additional Treatment Capacity on an "as needed" basis over the next 60 months.

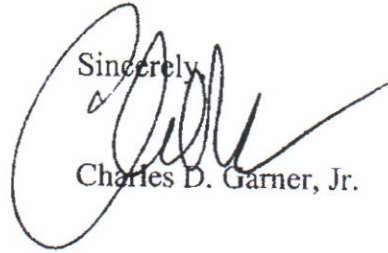
During that time frame, on occasions that Upper Pottsgrove purchases less than the full amount of the Additional Treatment Capacity, the cost on a per gallon basis will be calculated by the Authority as of the date the Borough approves the Planning Module associated with that particular purchase. Payment for any portion of the Additional Treatment Capacity will be made by Upper Pottsgrove within 60 days, as set forth in Section 2.03 of the Agreement.

At the conclusion of the 60 months, the Township understands the Authority has no obligation to continue to make available any portion of the Additional Treatment Capacity that has not yet been purchased. The parties, of course, would be free to negotiate another purchase agreement, if necessary, and if capacity were available.

In addition, in the event the Additional Treatment Capacity was not completely purchased by the Township, both the Township and the Borough/Authority would work cooperatively to revise the Act 537 Plan to reflect any unpurchased portion of the Additional Treatment Capacity to the Borough.

David G. Garner, Esquire  
April 6, 2009  
Page 2

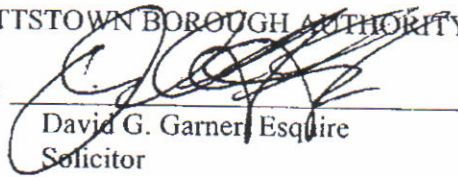
Please feel free to review with your client and please evidence your client's agreement by counter-signing the letter. I have obtained appropriate authority from Upper Pottsgrove to execute this letter agreeing to the terms and conditions of this Side Letter. Thank you very much.

Sincerely  
  
Charles D. Garner, Jr.

CDG,jr/ds

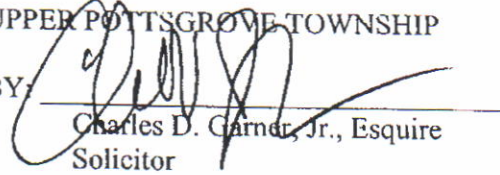
POTTSTOWN BOROUGH AUTHORITY

BY:

  
David G. Garner, Esquire  
Solicitor

UPPER POTTSGROVE TOWNSHIP

BY:

  
Charles D. Garner, Jr., Esquire  
Solicitor

POTTSTOWN BOROUGH AUTHORITY  
BOROUGH OF POTTSTOWN  
AND  
UPPER POTTS GROVE TOWNSHIP

EXTENSION OF TRANSFER OF CAPACITY RIGHTS AGREEMENT

THIS AGREEMENT (the "Agreement") is made this 26<sup>th</sup> day of March, 2015, by and between POTTSTOWN BOROUGH AUTHORITY, the BOROUGH OF POTTSTOWN (collectively the "Borough") and UPPER POTTS GROVE TOWNSHIP, (the "Township").

BACKGROUND

A. On or about March 26, 2009, the Borough and the Township entered into a certain Transfer of Rights Agreement wherein the Borough agreed to make up to 238,000 gpd of Additional Treatment Capacity available to the Township for purchase in accordance with its terms.

B. By Side Letter dated April 6, 2009, the Borough and Township agreed to keep the Additional Treatment Capacity available for purchase by the Township for a period of sixty (60) months.

C. Pursuant to the Transfer of Rights Agreement and the Side Letter, the Township has purchased 64,200 gpd of Capacity, with 173,800 gpd of Additional Treatment Capacity remaining.

D. Township has requested and the Borough has agreed to extend the sixty (60) month period under the Side Letter for the purchase of the Additional Treatment Capacity for an additional period of sixty (60) months.

E. By motion duly adopted by the Pottstown Borough Authority on December 16, 2014 said Authority authorized the extension of the Side Letter as set forth in this Agreement.

F. The aforementioned parties are desirous to enter into this Agreement to memorialize the extension of the time for purchase of the Additional Treatment Capacity for an additional sixty (60) months.

**NOW, THEREFORE**, for and in consideration of the mutual promises herein contained, it being further understood and agreed that the within Agreement is and shall incorporate and be subject to the laws of the Commonwealth of Pennsylvania, and intending to be legally bound hereby it is agreed and covenanted as follows:

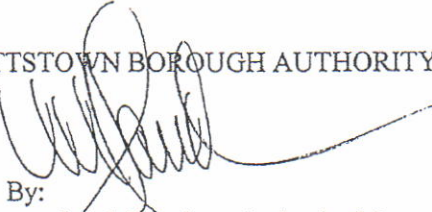
**Section 1.** Background Paragraphs. Background Paragraphs A through F, as set forth above, are incorporated herein as if more fully set forth below.

**Section 2. Extension of Purchase of Additional Treatment Capacity.** The Side Letter is hereby extended for an additional sixty (60) months. The Borough agrees to make up to 173,800 gpd available to the Township for purchase on an "as-needed" basis until April 6, 2019.

**Section 3. Miscellaneous.** Except as expressly set forth herein, all other terms and conditions of the Side Letter and the Transfer of Rights Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals this 26<sup>th</sup> day of March, 2015.

POTTSTOWN BOROUGH AUTHORITY



By: Mark Flanders, Authority Manager

ATTEST:

Virginia L Takach  
POTTSTOWN BOROUGH

By:  
Name: VIRGINIA L TAKACH  
Title: BOROUGH SECRETARY

ATTEST:

Elwood Taylor  
UPPER POTTS GROVE TOWNSHIP

By:  
Name: ELWOOD TAYLOR  
Title: PRESIDENT - BOC.

ATTEST:

Cynthia D. Saylor 3/26/2015  
Secretary 2

**POTTSTOWN BOROUGH AUTHORITY  
BOROUGH OF POTTSTOWN  
AND  
UPPER POTTS GROVE TOWNSHIP**

**EXTENSION OF TRANSFER OF CAPACITY RIGHTS AGREEMENT**

**THIS AGREEMENT** (the "Agreement") is made this 21<sup>st</sup> day of October, 2019, by and between **POTTSTOWN BOROUGH AUTHORITY**, the **BOROUGH OF POTTSTOWN** (collectively the "Borough") and **UPPER POTTS GROVE TOWNSHIP**, (the "Township").

**BACKGROUND**

- A. On or about March 26, 2009, the Borough and the Township entered into a certain Transfer of Rights Agreement wherein the Borough agreed to make up to 238,000 gpd of Additional Treatment Capacity available to the Township for purchase in accordance with its terms.
- B. By Side Letter dated April 6, 2009, the Borough and Township agreed to keep the Additional Treatment Capacity available for purchase by the Township for a period of sixty (60) months.
- C. Pursuant to the Transfer of Rights Agreement and the Side Letter, the Township has purchased 70,200 gpd of Capacity, with 167,800 gpd of Additional Treatment Capacity remaining.
- D. Township and Borough subsequently entered into an Agreement on March 26, 2015, to extend Township's ability to purchase Additional Treatment Capacity until April, 2019.
- E. Township has since requested and Borough has agreed to extend Township's ability to purchase Additional Treatment Capacity for an additional thirty-six (36) months.
- F. The aforementioned parties are desirous to enter into this Agreement to memorialize the extension of the time for purchase of the Additional Treatment Capacity for an additional thirty-six (36) months.

**NOW, THEREFORE**, for and in consideration of the mutual promises herein contained, it being further understood and agreed that the within Agreement is and shall incorporate and be subject to the laws of the Commonwealth of Pennsylvania, and intending to be legally bound hereby it is agreed and covenanted as follows:

**SECTION 1. Background Paragraphs**. Background paragraphs A through F, as set forth above, are incorporated herein as if more fully set forth below.

**SECTION 2. Extension of the Purchase of Additional Treatment Capacity.** The Side Letter is hereby extended for an additional thirty-six (36) months. The Borough agrees to make up to 167,800 gpd available to the Township for purchase on an "as-needed" basis until April 6, 2022.

**SECTION 3. Miscellaneous.** Except as expressly set forth herein, all other terms and conditions of the Extension of Transfer of Capacity Rights Agreement, the Side Letter and the Transfer of Rights Agreement shall remain in full force and effect.

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

**POTTSTOWN BOROUGH AUTHORITY**

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**POTTSTOWN BOROUGH**

BY: \_\_\_\_\_

Dan Weand, President

ATTEST: \_\_\_\_\_

**UPPER POTTS GROVE TOWNSHIP**

BY: \_\_\_\_\_

Trace Slinkerd, President

ATTEST: Jaume DiSante

EXHIBIT C

[Purchase Agreements]

**PURCHASE OF ADDITIONAL CAPACITY AGREEMENT  
PURSUANT TO TRANSFER OF CAPACITY RIGHTS AGREEMENT-MARCH 26, 2009**

THIS PURCHASE OF ADDITIONAL CAPACITY AGREEMENT PURSUANT TO TRANSFER OF CAPACITY RIGHTS AGREEMENT-MARCH 26, 2009, effective as provided herein, by and between the **BOROUGH OF POTTSTOWN** and **THE POTTSTOWN BOROUGH AUTHORITY** (collectively referred to as "Borough") and **UPPER POTTS GROVE TOWNSHIP** ("UPT").

WHEREAS, the parties entered into a Transfer of Capacity Rights Agreement dated March 26, 2009 ("Transfer Agreement").

WHEREAS, consistent with the provisions of the Transfer Agreement, UPT has purchased Additional Capacity on two different dates.

WHEREAS, in accordance with the Sewage Treatment Service Agreement between the parties, dated September 13, 2004, as amended ("Service Agreement"), UPT adopted a Corrective Action Plan ("CAP") dated October 17, 2011, which was subsequently accepted by the Borough on October 18, 2011 ("2011 CAP").

WHEREAS, UPT has requested to purchase the Additional Capacity which is available under the Transfer Agreement.

WHEREAS, under the terms of the Service Agreement, because of the 2011 CAP, UPT would have to purchase sewer capacity far in excess of the Additional Capacity available under the Transfer Agreement.

WHEREAS, the Borough has determined that based on specific circumstances that the Borough will allow UPT to purchase just the amount of Additional Capacity desired by UPT as a one-time exception to the limitations otherwise applicable under the terms of the Service Agreement.

WHEREAS, the parties agree that this Purchase Agreement shall reflect the agreement of the parties on the issues herein.

1. The Transfer Agreement and the Service Agreement are incorporated herein by reference. Definitions of terms as used in the Service Agreement shall control unless superseded or redefined in the Transfer Agreement or in this Purchase Agreement.
2. UPT purchased 188,400 gallons per day Max Three Month Capacity in April 2005.
3. Pursuant to the provisions of the Transfer Agreement, UPT has the right to purchase up to 238,000 gallons per day of Max Three Month Capacity for 60 months from the date of the Transfer Agreement which was March 26, 2009 ("Additional Capacity").

4. As of the date of this Purchase Agreement, UPT has purchased a total of 58,200 gallons per day of Max Three Month Capacity under the Transfer Agreement by purchasing 53,700 gallons per day in June 2010 (First Purchase”) and 4,500 gallons per day in May 2011 (“Second Purchase”).

5. As of the date of this Purchase Agreement, UPT has 179,800 gallons per day of Additional Capacity available for purchase under the Transfer Agreement.

6. Because of sewer flows generated in Upper Pottsgrove Township (“Township”), in accordance with the provisions of the Service Agreement, UPT approved a CAP on October 17, 2011, which was reviewed and accepted by the Borough on October 18, 2011. The Borough has determined that the Flow of Record from UPT is 781,000 gallons per day.

7. UPT has followed the provisions of the 2011 CAP and has provided the Borough with documentation concerning these efforts.

8. The Borough has determined that UPT is making a good-faith effort to fulfill all of its obligations under the 2011 CAP.

9. UPT has requested to purchase 6,000 gallons per day of Max Three Month Capacity from the Additional Capacity available for purchase under the Transfer Agreement (“Third Purchase”). The record of all sewer capacity purchased by UPT since 1990, including the amount of the Third Purchase, is shown on Exhibit A which is attached to and incorporated herein.

10. Both parties agree that pursuant to the terms of the Service Agreement, UPT would first have to purchase sewer capacity sufficient to handle the Flow of Record of 781,000 gallons per day. This would require UPT to purchase 184,400 gallons of Max Three Month Capacity before it could exercise the Third Purchase.

11. Because of the efforts made by UPT under the 2011 CAP the sewer flows since the adoption of the 2011 CAP, the Borough agrees to grant a one-time exemption to UPT so it is not required to purchase 184,400 gallons of Max Three Month Capacity before exercising the Third Purchase. This exemption is based on the circumstances which exist at the time of this agreement and is solely within the province of the Borough to grant. No precedent is created, no requirements are waived and no rights are vested beyond the specific exemption granted herein.

12. The price for the Third Purchase is based on \$4.71 / gallon and totals \$28,267. The calculations to support the price are shown on Exhibit B which is attached to and incorporated herein. UPT shall pay this full amount to the Borough within 30 days of the date of this Purchase Agreement. Failure to make full payment shall result in the forfeiture of the right to proceed with the Third Purchase on the terms set forth herein without any further action required on the part of the Borough.

13. The 20 EDU obtained by UPT in the Third Purchase are subject to the following conditions: 1) UPT shall disclose to the Borough in advance all properties and/or projects presently known which could seek to tie into the public sewer, which has occurred; 2) UPT will disclose to the Borough in writing the address of each property, the date of connection and the number of EDU allocated to each property as properties are tied in to the public sewer within 15 days of connection and 3) UPT will not utilize any of this capacity for the Coddington View development. Failure of UPT to abide by these conditions shall lead to a forfeiture of all capacity acquired in the Third Purchase. UPT's right to utilize the capacity from the Third Purchase shall continue, indefinitely, until the 20 EDU have been consumed or exhausted by connection to the sanitary sewer system, PROVIDED UPT fulfills all of the conditions and obligations under this Agreement.

14. The foregoing represents the entire agreement and understanding of the parties on the subject matter and may only be modified or amended in writing signed by the parties. The effective date of this agreement shall be the date signed by the last party.

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

BOROUGH:

BOROUGH OF POTTSTOWN

By: Stephen M. Torrey

Attest: Virginia L. Takach

Date: July 2, 2013

PBA:

POTTSTOWN BOROUGH AUTHORITY

By: A. E. Carrall

Attest: Aram F. Ecker

Date: July 2, 2013

UPT:

UPPER POTTS GROVE TOWNSHIP

By: Edward Tugby

Attest: Cynthia H. Taylor

Date: June 17<sup>th</sup>, 2013

Upper Pottsgrove Township

History of Purchased Flow

1990 original purchase with WWTP	350,000 gallons (MTMF)
April 2005 purchase	188,400 gallons (MTMF)
June 2010 purchase	53,700 gallons (MTMF)
May 2011 purchase	4,500 gallons (MTMF)
June 2013 purchase	6,000 gallons (MTMF)
TOTAL PURCHASED	602,600 gallons

Remaining to be purchased as of 2013 under Transfer Agreement

776,400 gallons – 602,600 gallons = 173,800 gallons (MTMF)

TABLE 5

BOROUGH OF POTTSVILLE  
 WASTEWATER TREATMENT PLANT EXPANSION AND UPGRADE  
 ADJUSTMENT TO ALLOCATION OF CONSTRUCTION COSTS

UPPER POTTSVILLE PURCHASES ADDITIONAL 6,000 GALLONS

Total Construction Costs	Pottsville Borough		Lower Pottsville		Upper Pottsville		West Pottsville		
	Costs	% Share	Costs	% Share	Costs	% Share	Costs	% Share	
<u>Original Allocations</u>									
Total Project Costs	\$25,075,000	\$13,909,447	55.5%	\$7,729,874	30.8%	\$899,992	3.6%	\$2,535,687	10.1%
<u>Adjusted Allocations</u>									
Total Project Costs	\$25,075,000	\$13,897,298	55.4%	\$7,729,874	30.8%	\$912,141	3.6%	\$2,535,687	10.1%
Increased Cost (1989 Dollars)	\$0	(\$12,149)		\$0		\$12,149		\$0	
Cost Escalated to Current Dollars	\$0	(\$25,051)		\$0		\$25,051		\$0	
Cost Escalated to Current Dollars - Price Per Gallon						\$4.175			
<u>Original Allocations</u>									
Sludge Drying Facilities	\$7,000,000	\$4,174,603	59.6%	\$1,839,744	26.3%	\$267,705	3.8%	\$717,949	10.3%
<u>Adjusted Allocations</u>									
Sludge Drying Facilities	\$7,000,000	\$4,171,910	59.6%	\$1,839,744	26.3%	\$270,397	3.9%	\$717,949	10.3%
Increased Cost (2007 Dollars)	\$0	(\$2,692)		\$0		\$2,692		\$0	
Cost Escalated to Current Dollars	\$0	(\$3,216)		\$0		\$3,216		\$0	
Cost Escalated to Current Dollars - Price Per Gallon						\$0.536			

Total Cost of Purchased Capacity	\$0	(\$28,267)	\$0	\$0	\$28,267	\$0
Price Per Gallon					\$4.71	

EXHIBIT "B" Cost for 6000 gallons

EXHIBIT B

**PURCHASE OF ADDITIONAL CAPACITY AGREEMENT  
PURSUANT TO TRANSFER OF CAPACITY RIGHTS AGREEMENT  
MARCH 26, 2009**

THIS PURCHASE OF ADDITIONAL CAPACITY AGREEMENT PURSUANT TO TRANSFER OF CAPACITY RIGHTS AGREEMENT-MARCH 26, 2009, effective as provided herein, by and between the **BOROUGH OF POTTSTOWN** and **THE POTTSTOWN BOROUGH AUTHORITY** (collectively referred to as "Borough") and **UPPER POTTS GROVE TOWNSHIP** ("UPT").

WHEREAS, the parties entered into a Transfer of Capacity Rights Agreement dated March 26, 2009 ("Transfer Agreement").

WHEREAS, consistent with the provisions of the Transfer Agreement, UPT has purchased Additional Capacity on three different dates (2010, 2011 and 2013).

WHEREAS, UPT has requested to purchase the Additional Capacity which is available under the Transfer Agreement.

WHEREAS, the Borough will allow UPT to purchase the amount of Additional Capacity desired by UPT as set forth herein notwithstanding the limitations otherwise applicable under the terms of the Sewage Treatment Service Agreement between the parties, dated September 13, 2004, as amended ("Service Agreement").

WHEREAS, the parties agree that this Purchase Agreement shall reflect the agreement of the parties on the issues herein.

1. The Transfer Agreement and the Service Agreement are incorporated herein by reference. Definitions of terms as used in the Service Agreement shall control unless superseded or redefined in the Transfer Agreement or in this Purchase Agreement.
2. UPT purchased 188,400 gallons per day Max Three Month Capacity in April 2005.
3. Pursuant to the provisions of the Transfer Agreement, UPT had the right to purchase up to 238,000 gallons per day of Max Three Month Capacity for 60 months from the date of the Transfer Agreement which was March 26, 2009 ("Additional Capacity"). Notwithstanding the expiration of the 60 month period, the Borough is willing to allow UPT to make an additional purchase of capacity under the Transfer Agreement.
4. As of the date of this Purchase Agreement, UPT has purchased a total of 64,200 gallons per day of Max Three Month Capacity under the Transfer Agreement by purchasing

53,700 gallons per day in June 2010 ("First Purchase"), 4,500 gallons per day in May 2011 ("Second Purchase") and 6,000 gallons per day in June 2013 ("Third Purchase").

5. As of the date of this Purchase Agreement, UPT has 173,800 gallons per day of Additional Capacity potentially available for purchase under the Transfer Agreement.

6. UPT has requested to purchase 6,000 gallons per day of Max Three Month Capacity from the Additional Capacity potentially available for purchase under the Transfer Agreement ("Fourth Purchase"). The record of all sewer capacity purchased by UPT since 1990, including the amount of the Fourth Purchase, is shown on Exhibit A which is attached to and incorporated herein.

7. The price for the Fourth Purchase is based on \$5.43/gallon and totals \$32,592. The calculations to support the price are shown on Exhibit B which is attached to and incorporated herein. UPT shall pay this full amount to the Borough within 30 days of the date of this Purchase Agreement. Failure to make full payment shall result in the forfeiture of the right to proceed with the Fourth Purchase on the terms set forth herein without any further action required on the part of the Borough.

8. The 20 EDUs obtained by UPT in the Fourth Purchase are subject to the following conditions: 1) UPT shall disclose to the Borough in advance all properties and/or projects presently known which could seek to tie into the public sewer, which has occurred; 2) UPT will disclose to the Borough in writing the address of each property, the date of connection and the number of EDU allocated to each property as properties are tied in to the public sewer within 15 days of connection and 3) UPT will not utilize any of this capacity for the Coddington View development. Failure of UPT to abide by these conditions shall lead to a forfeiture of all capacity acquired in the Fourth Purchase. UPT's right to utilize the capacity from the Fourth Purchase shall continue, indefinitely, until the 20 EDUs have been consumed or exhausted by connection to the sanitary sewer system, PROVIDED UPT fulfills all of the conditions and obligations under this Agreement.

9. The foregoing represents the entire agreement and understanding of the parties on the subject matter and may only be modified or amended in writing signed by the parties. The effective date of this agreement shall be the date signed by the last party.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and attested by their respective duly authorized officers.

BOROUGH:

BOROUGH OF POTTSTOWN

By: [Signature]

Attest: Virginia L. Tabach

Date: OCTOBER 16, 2018

PBA:

POTTSTOWN BOROUGH AUTHORITY

By: [Signature]

Attest: [Signature]

Date: 10/16/2018

UPT:

UPPER POTTS GROVE TOWNSHIP

By: [Signature]

Attest: Nicholas J. Reddick

Date: May 21, 2018

Upper Pottsgrove Township

History of Purchased Flow

1990 original purchase with WWTP	350,000 gallons (MTMF)
April 2005 purchase	188,400 gallons (MTMF)
June 2010 purchase	53,700 gallons (MTMF)
May 2011 purchase	4,500 gallons (MTMF)
June 2013 purchase	6,000 gallons (MTMF)
May 2018 purchase	6,000 gallons (MTMF)

TOTAL PURCHASED 608,600 gallons

Remaining to be purchased as of 2018 under Transfer Agreement

776,400 gallons - 608,600 gallons = 167,800 gallons (MTMF)

Exhibit "A"

4/23/2018

**EXHIBIT B**  
**BOROUGH OF POTTSTOWN**  
**WASTEWATER TREATMENT PLANT EXPANSION AND UPGRADE**  
**ADJUSTMENT TO ALLOCATION OF CONSTRUCTION COSTS**

**UPPER POTTS GROVE PURCHASES ADDITIONAL 6,000 GALLONS**

	Total Construction Costs	Pottstown Borough Costs	% Share	Lower Pottsgrove Costs	% Share	Upper Pottsgrove Costs	% Share	West Pottsgrove Costs	% Share
<u>Original Allocations</u>									
Total Project Costs	\$25,075,000	\$13,897,298	55.4%	\$7,729,874	30.8%	\$912,141	3.6%	\$2,535,687	10.1%
<u>Adjusted Allocations</u>									
Total Project Costs	\$25,075,000	\$13,885,149	55.4%	\$7,729,874	30.8%	\$924,290	3.7%	\$2,535,687	10.1%
Increased Cost (1989 Dollars)	\$0	(\$12,149)		\$0		\$12,149		\$0	
Cost Escalated to Current Dollars	\$0	(\$28,884)		\$0		\$28,884		\$0	
Cost Escalated to Current Dollars - Price Per Gallon						\$0.841			
<u>Original Allocations</u>									
Sludge Drying Facilities	\$7,000,000	\$4,171,910	59.6%	\$1,839,744	26.3%	\$270,397	3.9%	\$717,949	10.3%
<u>Adjusted Allocations</u>									
Sludge Drying Facilities	\$7,000,000	\$4,169,218	59.6%	\$1,839,744	26.3%	\$273,090	3.9%	\$717,949	10.3%
Increased Cost (2007 Dollars)	\$0	(\$2,692)		\$0		\$2,692		\$0	
Cost Escalated to Current Dollars	\$0	(\$3,708)		\$0		\$3,708		\$0	
Cost Escalated to Current Dollars - Price Per Gallon						\$0.108			
<b>Total Cost of Purchased Capacity</b>									
Price Per Gallon	\$0	(\$32,592)		\$0		\$32,592		\$0	
						\$5.43			

**PURCHASE OF ADDITIONAL CAPACITY AGREEMENT  
PURSUANT TO TRANSFER OF CAPACITY RIGHTS AGREEMENT  
DATED MARCH 26, 2009**

THIS PURCHASE OF ADDITIONAL CAPACITY AGREEMENT PURSUANT TO TRANSFER OF CAPACITY RIGHTS AGREEMENT DATED MARCH 26, 2009, AS AMENDED effective as provided herein, by and between the **BOROUGH OF POTTSTOWN** and **THE POTTSTOWN BOROUGH AUTHORITY** (collectively referred to as "Borough") and **UPPER POTTS GROVE TOWNSHIP** ("UPT").

WHEREAS, the parties entered into a Transfer of Capacity Rights Agreement dated March 26, 2009 ("Transfer Agreement").

WHEREAS, consistent with the provisions of the Transfer Agreement, UPT has purchased Additional Capacity on four different dates (2010, 2011, 2013 and 2018).

WHEREAS, the parties entered into an Extension to the Transfer Agreement dated October 21, 2019 extending UPT's ability to purchase Additional Treatment Capacity to April 6, 2022.

WHEREAS, UPT has requested to purchase the Additional Treatment Capacity which is available under the Transfer Agreement.

WHEREAS, the Borough will allow UPT to purchase the amount of Additional Treatment Capacity desired by UPT as set forth herein notwithstanding the limitations otherwise applicable under the terms of the Sewage Treatment Service Agreement between the parties, dated September 13, 2004, as amended ("Service Agreement").

WHEREAS, the parties agree that this Purchase Agreement shall reflect the agreement of the parties on the issues herein.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, it being further understood and agreed that the within Agreement is and shall incorporate and be subject to the laws of the Commonwealth of Pennsylvania, and intending to be legally bound hereby, it is agreed and covenanted to as follows:

1. The Transfer Agreement and the Service Agreement are incorporated herein by reference. Definitions of terms as used in the Service Agreement shall control unless superseded or redefined in the Transfer Agreement or in this Purchase Agreement.
2. Pursuant to the provisions of the Transfer Agreement, UPT had the right to purchase up to 238,000 gallons per day of Max Three Month Capacity ("Additional Treatment Capacity").

3. As of the date of this Purchase Agreement, UPT has purchased a total of 70,200 gallons per day of Max Three Month Capacity under the Transfer Agreement by purchasing 53,700 gallons per day in June 2010 ("First Purchase"), 4,500 gallons per day in May 2011 ("Second Purchase"), 6,000 gallons per day in June 2013 ("Third Purchase") and 6,000 gallons per day in 2015 ("Fourth Purchase").

4. As of the date of this Purchase Agreement, UPT has 167,800 gallons per day of Additional Capacity potentially available for purchase under the Transfer Agreement.

5. UPT has requested to purchase 18,000 gallons per day of Max Three Month Capacity (60 EDUs) from the Additional Capacity potentially available for purchase under the Transfer Agreement ("Fifth Purchase"). The record of all sewer capacity purchased by UPT since 1990, including the amount of the Fifth Purchase, is shown on Exhibit A which is attached to and incorporated herein.

6. The price for the Fifth Purchase is based on \$5.72/gallon and totals \$102,960.00. The calculations to support the price are shown on Exhibit B which is attached to and incorporated herein. UPT shall pay this full amount to the Borough within 30 days of the date of this Purchase Agreement. Failure to make full payment shall result in the forfeiture of the right to proceed with the Fifth Purchase on the terms set forth herein without any further action required on the part of the Borough.

7. The 60 EDUs obtained by UPT in the Fifth Purchase are subject to the following conditions: 1) UPT shall disclose to the Borough in advance all properties and/or projects presently known which could seek to tie into the public sewer; and 2) UPT will disclose to the Borough in writing the address of each property, the date of connection and the number of EDUs allocated to each property as properties are tied in to the public sewer within 15 days of connection. Failure of UPT to abide by these conditions shall lead to a forfeiture of all capacity acquired in the Fifth Purchase. UPT's right to utilize the capacity from the Fifth Purchase shall continue, indefinitely, until the 60 EDUs have been consumed or exhausted by connection to the sanitary sewer system, provided UPT fulfills all of the conditions and obligations under this Agreement.

8. The foregoing represents the entire agreement and understanding of the parties on the subject matter and may only be modified or amended in writing signed by the parties. The effective date of this agreement shall be the date signed by the last party.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and attested by their respective duly authorized officers.

BOROUGH: BOROUGH OF POTTSTOWN

By: Justin M. Keller

Attest: 

Date: 6-10-20

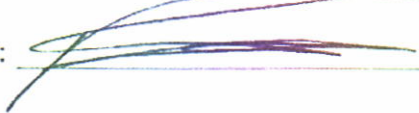
PBA: POTTSTOWN BOROUGH AUTHORITY

By: Justin M. Keller

Attest: 

Date: 6-10-20

UPT: UPPER POTTS GROVE TOWNSHIP

By: 

Attest: Jeanne DiSanto

Date: 05-29-2020

**EXHIBIT A**

[Being the Upper Pottsgrove Township History of Purchased Flow]

**Exhibit "A"**

**Upper Pottsgrove Township**

**History of Purchased Flow**

1990 Original purchase with WWTP	350,000 gallons (MTMF)
April 2005 purchase	188,400 gallons (MTMF)
June 2010 purchase	53,700 gallons (MTMF)
May 2011 purchase	4,500 gallons (MTMF)
June 2013 purchase	6,000 gallons (MTMF)
May 2018 purchase	6,000 gallons (MTMF)
April 2020 purchase	18,000 gallons (MTMF)
<b>TOTAL PURCHASED</b>	<b>626,600 gallons</b>

Remaining to be purchased as of 2019 under Transfer Agreement

776,400 gallons – 626,600 gallons = 149,800 gallons (MTMF)

**EXHIBIT B**

[Being the calculations to support the price]

**EXHIBIT B**  
**BOROUGH OF POTTSTOWN**  
**WASTEWATER TREATMENT PLANT EXPANSION AND UPGRADE**  
**ADJUSTMENT TO ALLOCATION OF CONSTRUCTION COSTS**

**UPPER POTTS GROVE PURCHASE OF ADDITIONAL 18,000 GALLONS**

	Total Construction Costs	Pottstown Borough Costs	% Share	Lower Pottsgrove Costs	% Share	Upper Pottsgrove Costs	% Share	West Pottsgrove Costs	% Share
<u>Original Allocations</u>									
Total Project Costs	\$ 25,075,000	\$ 13,885,149	55.4%	\$ 7,729,874	30.8%	\$ 924,290	3.7%	\$ 2,535,687	10.1%
<u>Adjusted Allocations</u>									
Total Project Costs	\$ 25,075,000	\$ 13,848,702	55.2%	\$ 7,729,874	30.8%	\$ 960,737	3.8%	\$ 2,535,687	10.1%
Increased Cost (1989 Dollars)	\$ -	\$ (36,447)		\$ -		\$ 36,447		\$ -	
Cost Escalated to Current Dollars	\$ -	\$ (91,120)		\$ -		\$ 91,120		\$ -	
<u>Original Allocations</u>									
Sludge Drying Facilities	\$ 7,000,000	\$ 4,169,218	59.6%	\$ 1,839,744	26.3%	\$ 270,397	3.9%	\$ 717,949	10.3%
<u>Adjusted Allocations</u>									
Sludge Drying Facilities	\$ 7,000,000	\$ 4,161,141	59.4%	\$ 1,839,744	26.3%	\$ 278,475	4.0%	\$ 717,949	10.3%
Increased Cost (2007 Dollars)	\$ -	\$ (8,077)		\$ -		\$ 8,077		\$ -	
Cost Escalated to Current Dollars	\$ -	\$ (11,862)		\$ -		\$ 11,862		\$ -	
<b>Total Cost of Purchased Capacity</b>	\$ -	\$ (102,983)		\$ -		\$ 102,983		\$ -	
<b>Price Per Gallon</b>						\$ 5.72			

Ming Drive / Moyer Road Sewer Project 2020 Connections

OWN1	MAILINGADDRESS1	MAILINGADDRESS2
SHEPHERD THOMAS W & LAURA A	2333 MING DR	POTTSTOWN PA 19464
WEDEMEYER SHELDON F III	89 W MOYER RD	POTTSTOWN PA 19464
DWOJAK STANLEY JR	97 W MOYER RD	POTTSTOWN PA 19464
GREEN RAYMOND L REVOCABLE TRUST	199 SUNDEAN DR 1962 Kepler Road	MELBOURNE FL 32901 Pottstown, PA 19464
BULY LARRY & KAREN M	2318 MING DR	POTTSTOWN PA 19464
MILLMAN MICHAEL J & TINA M	2319 MING DR	POTTSTOWN PA 19464
HARMUT KATHLEEN E	163 W MOYER RD	POTTSTOWN PA 19464
DIETTERICK MARLIN L & NANCY C	761 GILBERTSVILLE RD	POTTSTOWN PA 19464
CLIGGETT JOHN M & KATHLEEN M	2306 MING DR	POTTSTOWN PA 19464
WAGNER EARL J & KATHLEEN TRACY	2340 MING DR	POTTSTOWN PA 19464
BOYD KRISTINA M	4100 PROSPECT HILL LN	POTTSTOWN PA 19464
RHOADS RICHARD W & MARY JACQUELYNE	2307 MING DR	POTTSTOWN PA 19464
EGGERT PAULA N	166 W MOYER RD	POTTSTOWN PA 19464-1422
MILLER GARY D & BARBARA E	2325 MING DR	POTTSTOWN PA 19464
CARR JENNIFER MICHELLE	2339 MING DR	POTTSTOWN PA 19464
TATTERSHALL MICHAEL G & LISA M	107 W MOYER RD	POTTSTOWN PA 19464

**Ming Drive / Moyer Road Sewer Project 2020 Connections**

CHRISTMAN THOMAS R J & BARBARA L	2326 MING DR	POTTSTOWN PA 19464
CETRONE JOHN J & PATRICIA ANN	103 W MOYER RD	POTTSTOWN PA 19464
BRANAGH CHRISTOPHER J & PAULINE	2334 MING DR	POTTSTOWN PA 19464
MILLER JOSEPH C & BARBARA	2359 MING DR	POTTSTOWN PA 19464
ENDY DAVID B & HAROLD S	65 NORTHGATE PIKE	RINGWOOD NJ 07456
STETLER LEROY & SALLY A	2345 MING DR	POTTSTOWN PA 19464
BROGLEY WILLIAM P	2348 MING DR	POTTSTOWN PA 19464
SOWELL JOHN N & DIANE B	2358 MING DR	POTTSTOWN PA 19464
MAST KENNETH & SHIRLEY	75 W MOYER RD	POTTSTOWN PA 19464
H KULP INC	1828 SWAMP PIKE	GILBERTSVILLE PA 19525
SHRUM MELODY I	144 W MOYER RD	POTTSTOWN PA 19469

REGAL OAKS PHASE II PROPERTY LISTING

CLEMMER AMBER N	176 ROSE VALLEY RD	SAME
COLLIUORI RYAN	224 ROSE VALLEY RD	SAME
CRONK RONALD A JR & WENDY S	2133 HOLLYBERRY CT	SAME
GURRY TIMOTHY S & PEARL M	203 ROSE VALLEY RD	1280 BUCK ROAD PENNSBURG, PA 18073
DAILEY MATTHEW D	215 ROSE VALLEY RD	SAME
DEKLEVA MICHAEL L & LYNN M	209 ROSE VALLEY RD	SAME
ERWIN MICHAEL B & MARIANNE T	2131 GILBERTSVILLE ROAD	SAME
HILL WILLIAM III & HUDOX PHYLGIA	2071 GILBERTSVILLE ROAD	SAME
KITCHEN RAMON B JR & KATHRYN	241 ROSE VALLEY RD	SAME
KRASLEY CHRISTOPHER & JULIE	212 ROSE VALLEY RD	SAME
LARRIVEE YVON G	221 ROSE VALLEY RD	46 S GRANGE AVENUE COLLEGEVILLE PA 19426
LENNOX EUGENE & KATHRYN	218 ROSE VALLEY RD	SAME
MADSEN JACQUELINE & BRADLEY	167 ROSE VALLEY RD	SAME
MARTIN JEFFREY THOMAS & AMMIE LEE	2053 GILBERTSVILLE ROAD	SAME
MAURER ROBERT E & SALLY D	236 ROSE VALLEY RD	SAME
MILLER GORDON R & KIMBERLY A	240 ROSE VALLEY RD	SAME
MOYER ASHLEY & JOSHUA	179 ROSE VALLEY RD	SAME
MULLEN JOHN J & MONTAGUE CINDY ANN	2161 HOLLYBERRY CT	SAME
POLLICK JASON & JENNIHER	2058 MIMOSA LN	SAME
BATH RON L & TINA O	182 ROSE VALLEY RD	SAME
SANTANGELO MATTHEW F JR & RUTH A	156 ROSE VALLEY RD	SAME
SKUPSKI (MALONE) SHARON & MIKE	197 ROSE VALLEY RD	SAME
STRZELECKI WALTER & MELANIE	200 ROSE VALLEY RD	SAME
SUTTON-MITCHELL TRACEY	80 MAPLELEAF LN	SAME
TOTH STEVEN E & WILLA M	2101 GILBERTSVILLE ROAD	SAME
TOUCHTON SCOTT F & MARIA MANCINI	159 ROSE VALLEY RD	SAME